



Agenda for the Regular Meeting Dalton Gardens City Council

Thursday, April 14, 2022 @ 6:00 PM

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

Meeting will be conducted via teleconference and in person.
Please use this link to join the webinar via computer/smartphone:

<https://us02web.zoom.us/j/83008509829?pwd=K2dXODdEc05HZTdPMWtYSU9zZWZpdz09>

Phone Number: 1-669-900-6833 or 1-346-248-7799 or 1-253-215-8782

Webinar ID: 830 0850 9829; Passcode: 701093

1. CALL TO ORDER

2. ROLL CALL OF CITY COUNCIL MEMBERS

3. PLEDGE OF ALLEGIANCE

4. 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.

5. APPROVAL CONSENT CALENDAR- **ACTION**

- a. Minutes from the Regular Meeting and Workshop March 3, 2022
- b. Minutes from the Fee Workshop March 7, 2022
- c. Ratification of Bills from March 1-31, 2022
- d. Monthly Financial Statement for March 1-31, 2022
- e. 2nd Quarter FY22 Treasurer's Report

6. CITY REPORTS

- a. Council
- b. Mayor
- c. City Planner
- d. City Attorney
- e. Clerk/Treasurer

7. PUBLIC HEARING: Annexation of E Dalton Ave east of 17th Street

- a. Consideration of Ordinance to annex E Dalton Ave east of 17th Street- **ACTION**

8. PUBLIC HEARING: Fee Schedule

- a. Consideration of Resolution for Fee Schedule- **ACTION**

9. CITY BUSINESS

- a. Consideration of FY22 contract with The Sweep- **ACTION**
- b. Consideration of Cooperative Funding Agreement with the City of Hayden- **ACTION**
- c. Discussion and Consideration for establishing committees- **ACTION**
- d. Consideration of Contract with KCSO for Dedicated Deputy- **ACTION**
- e. Consideration of Dalton Water MOU for Fire Hydrants- **ACTION**
- f. Discussion on stop signs northbound and southbound on 15th St at Wilbur and northbound on 15th St at Deerhaven- **ACTION**
- g. Discussion of Agenda items for May 12, 2022 meeting

10. ADJOURNMENT-ACTION

Original Posting: 04/07/2022

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

City of Dalton Gardens
Finance & Budget Workshop
Council Regular Meeting Minutes
Thursday, March 3, 2022 @ 4:00 PM

Meeting was conducted via teleconference and in person.

1. **ROLL CALL:** Councilmembers Robert Wuest, Scott Jordan, Tyler Drechsel, and Mayor Dan Edwards were physically present. Councilmember Aaron O'Brien attended via Zoom. Also present, Teresa Janzen-City Clerk/Treasurer.
2. **FINANCE & BUDGET WORKSHOP:** Mayor Edwards called the workshop to order at 4:05 PM. Budget workshop discussion included potential fee increases and expenditures for FY23. Next workshop to be scheduled after AIC Budget Manual for FY23 has been released.
3. **ADJOURN:** Workshop adjourned at 5:45 PM

Recess from 5:45 PM to 6:02 PM

1. **CALL MEETING TO ORDER:** Mayor Edwards called the regular meeting of the City Council to order at 6:02 PM
2. **ROLL CALL:** Physically present were Councilmembers Robert Wuest, Aaron O'Brien, Scott Jordan, Tyler Drechsel, and Mayor, Dan Edwards. Also present were Chris Gabbert- City Attorney, Ryan Hughes- City Planner and Teresa Janzen-City Clerk/Treasurer.
3. **PLEDGE OF ALLEGIANCE:** Lead by Mayor Edwards
- ❖ **MOTION TO AMEND AGENDA:** Item 7C Magnussen and McHugh presentation
TDrechsel made motion to amend Magnuson & McHugh to be an action item to approve the FY21 audit. SJordan seconded.
RWuest: yes AO'Brien: yes SJordan: yes TDrechsel: yes Motion carried.
4. **PUBLIC COMMENT:** Opened at 6:04 PM; Closed at 6:14 PM
 - Clark Young- 7064 N 16th Requested updated cell tower information.
 - Kurt Jernigan-7439 N Davenport- Supports telecom ordinance draft.
 - Sue Supp- 7024 N 16th -Voiced concerns that she was not a part of the redlining of Attorney Campanelli's telecom ordinance.
 - Arty Berkoff- 6527 Mt Carrol Street- Spoke about a Bill to stop development in legislature.

5. APPROVAL OF CONSENT CALENDAR:

- a. Minutes from the Regular Meeting February 10th, 2022
- b. Ratification of Bills, February 1st-18th, 2022
- c. Minutes for unpaid bills, February 19th-28th, 2022
- d. Monthly Financial Statement February 1st, 2022

TDrechsel made motion to approve the consent calendar items A-D. SJordan seconded.

AO'Brien: yes RWuest: yes SJordan: yes TDrechsel: yes Motion carried.

6. CITY REPORTS:

a. Council

- i. SJordan: Met with HMH engineer to create chip sealing plan to blend uncompleted work from FY21 and projected work from FY22. Proposing to use a new type of sealant known as a "bubblegum" that is not a slurry and is currently used on highways. City Hall Parking lot will need to be addressed in FY23 as it so deteriorated, it needs to be completely removed and relaid. Will continue to work with HMH Engineering to get the most road surface for the dollar addressed this year.
 - ii. TDrechsel: Created a maintenance priority list with Teresa. KCFR will be conducting an accessibility assessment of City Hall to ensure we are ADA compliant.
 - iii. AO'Brien: Looking at arena project ideas for the year, including replacing rotten boards and rekeying arena buildings.
 - iv. RWuest: TDS Right of way no longer necessary to cut the roads to check for water service.
- b. Mayor- New Deputy Clerk announced and welcomed. Worked on KCSO Deputy contract, and met with Staff regarding telecom ordinance draft. Desires an upcoming workshop with P&Z and Council to review the proposed draft telecom ordinance.
 - c. City Planner- Telecom Ordinance revisions are ongoing. Continuing to work on requested code amendments. Code enforcement gaps and weaknesses have been identified and draft procedures are be created. Annexation of E Dalton Avenue east of 17th Street will have a public hearing with City Council on April 14th, 2022.
 - d. City Clerk/Treasurer- Budget workshop recap. Deputy clerk update. Access audit update. Presented FY-21 audit. Homeland security cyber security update. Ongoing infrastructure practices for cyber security.

7. CITY BUSINESS

- a. iii-A Annual Report: Amy Manning was not present on Zoom to give report.
- b. KCFR Authorization of Alcohol Licensing: Jeryl Archer- KCFR requested a signature requirement verifying occupancy and fire code before alcohol licenses are issued or renewed.

TDrechsel motion to direct legal counsel to modify 3-2-8 to allow KCFR approval of alcohol licensing. SJordan seconded.

AO'Brien: yes RWuest: yes SJordan: yes TDrechsel: yes Motion Carries

- c. MAGNUSON & MCHUGH PRESENTATION OF FY21 AUDIT: Korby Baker of MMCO thanked the Treasurer and reviewed the FY21 audit and communicated a clean opinion (Highest level regarding an audit) with a glowing review of the audit process. **AObrien made a motion to accept the FY21 audit as presented. SJordan seconded. TDrechsel: Yes RWuest: Yes AObrien: Yes SJordan: Yes Motion Carries**
- d. KCSO CONTRACT FOR DEDICATED SHERIFF'S DEPUTY: Moving from 5-6 month motorcycle deputy to full 12 month patrol car. \$115k Deputy. \$75k over a 5-year period for the vehicle with a 40-hr week deputy at the Mayor's discretion for Deputy selection.
*****Tabled until April 14, 2022 Meeting*****
- e. ORDINANCE UPDATE 1-5-2 FOR CITY COUNCIL MEETING DAYS: Beginning in April 2022, regular City Council meetings will be held the 2nd Thursday of each month to allow adequate time for receipt of bank statement and preparation of monthly financial statements.
TDrechsel made a motion to suspend reading the proposed ordinance on three different days and have the title of the proposed ordinance read once. AO'Brien seconded.
RWuest: Yes AObrien: Yes SJordan: Yes TDrechsel: Yes Motion Carries
- The City Clerk read the title of the proposed ordinance:** an ordinance of the city of Dalton Gardens, a political subdivision of the state of Idaho, amending Dalton Gardens city code title 1, administrative, chapter 5, mayor and city council, by amending section 1-5-2, meetings of the council, providing for severability; providing repeal of conflicting ordinances; and providing an effective date.
- TDrechsel made a motion to adopt the Ordinance of the city of Dalton Gardens, a political subdivision of the state of Idaho, amending Dalton Gardens city code title 1, administrative, chapter 5, mayor and city council, by amending section 1-5-2, meetings of the council, providing for severability; providing repeal of conflicting ordinances; and providing an effective date, direct the Clerk to assign the appropriate number, and to publish once upon passage in the CdA Press. SJordan seconded.**
SJordan: Yes AObrien: Yes RWuest: Yes TDrechsel: Yes Motion Carries
- f. RESOLUTION 2022-03 FOR AUTHORIZED BANKING USERS: A resolution to update the authorized banking users/signors for the City to reflect the Mayor, Council President, and Treasurer.
RWuest made a motion to approve resolution 2022-03 to establish authorized banking users for the City. SJordan seconded.
AObrien: Yes SJordan: Yes RWuest: Yes TDrechsel: Yes Motion Carries
- g. ALCOHOL LICENSE RENEWAL FOR THE PAINT BUZZ:
TDrechsel Motion to approve annual alcohol license renewal for The Paint Buzz. AO'Brien seconded.
RWuest: Yes AObrien: Yes SJordan: Yes TDrechsel: Yes Motion Carries

h. ALCOHOL LICENSE RENEWAL FOR THE DALTON MARKET:

RWuest made a motion to approve the annual alcohol license renewal for The Dalton Market. SJordan seconded.

SJordan: yes RWuest: yes TDrechsel: yes AO'Brien: yes Motion Carries

i. ROAD SWEEPING CONTRACT 2022: Roundabout, arena, city parking lot cleaning. Discussion about extra parking lot cleaning at the Arena being charged to the rental group using the arena. Had a proposal from NW Sweep for \$550/cleaning with 4 cleanings a year. Had a proposal from The Sweep for \$240/month.

*****Tabled until April 14, 2022 Meeting*****

j. DISCUSSION FOR RFP FOR BANKING: Treasurer is investigating other banking options that suit the city's needs to lessen the monthly fees charged for basic business checking accounts and to remedy the problems experience with the US Bank online banking system. Treasurer will present options to the Mayor for his decision. No RFP is needed for the size and scope of banking the City currently does.

k. LEVY RATE INCREASE: Windows are potentially changing for when a levy can be brought before the voters. We need better long range financial planning that takes inflation into account. **Goal: Establish a Levy Committee to have a presentation for voters by March 2023 for May 2023 election.**

*****Tabled*****

l. AGENDA ITEMS FOR APRIL 14, 2022 MEETING:

- ANNEXATION PUBLIC HEARING
- ORDINANCE TO ESTABLISH COMMITTEES
- ROAD SWEEPING
- KCSO CONTRACT
- IIIA
- BANKS
- ARPA FUNDS COMMITTEE
- KCFR ALCOHOL LICENSING

8. ADJOURNMENT

SJordan made a motion to Adjourn. RWuest seconded. All in favor. Motion carries.

Meeting Adjourned at 8:11 PM.

Dan Edwards, Mayor

ATTEST:

Teresa Janzen, City Clerk/ Treasurer

City of Dalton Gardens
Council Workshop Meeting Minutes
Monday, March 7, 2022 @ 1:00pm

Meeting was conducted via teleconference and in person.

1. **CALL MEETING TO ORDER:** Mayor Edwards called the meeting to order at 1:01 PM
2. **ROLL CALL:** Councilmembers Robert Wuest, Tyler Drechsel and Mayor Dan Edwards were physically present; Teresa Janzen-City Clerk/Treasurer and Jeryl Archer- KCFR Division Chief of Prevention & Fire Marshal were also in attendance. City Planner, Ryan Hughes attended via Zoom.
3. **DISCUSSION ON FEE SCHEDULE**
Discussion with Staff on adjusting fee schedule to ensure the City is covering the increased cost of building permit inspections. Idaho State Statute 39-41 gives guidance on the Idaho Building Code Act and maximum fees allowed. The base of building permit fees rests on the International Code Council Building Valuation Data Table that is updated every 6 months. Staff will continue researching other local jurisdictions applications of the ICC BVD table and bring a revised drafted fee schedule before council for a future public hearing.
4. **ADJOURNMENT-** Councilmember Drechsel left at 2:15 PM and Jeryl Archer left at 2:20 PM. Mayor Edwards adjourned the workshop at 2:38 PM.

Dan Edwards, Mayor

ATTEST:

Teresa Janzen, City Clerk/ Treasurer

Ratification of Bills
03/01/2022 to 03/31/2022

Vendor	Amount	Note
Amazon	236.33	office supplies
American On-Site Services	576.00	Arena Porta-Potty
Avista	528.90	Monthly Electric & Gas
Coeur d Alene Press	150.72	Ord 274; PH Annexation P&Z
Cooperative Supply, INC. Cenex	355.96	Vehicle Fuel
Expert Investigations	118.24	February Code Enforcement
HMH Engineering	1,966.62	February Engineering
iii-A	1,166.00	health insurance
Kootenai County Fire & Rescue	2,029.00	February Building Inspector/Inspections
Kootenai County Solid Waste	24.00	Monthly Fee
Lyons O'Dowd	4,860.00	February City Attorney
Parsons, Behle & Latimer	40.00	Norm Samenko- Telecom Ord
Payroll- Mayor & Council	2,090.03	March 4, 2022 and March 18, 2022
Payroll- Staff	5,162.11	March 4, 2022 and March 18, 2022
Payroll- Taxes	1,666.41	March 4, 2022 and March 18, 2022
PERSI	1,930.48	Retirement
Sterling Codifer/American Legal Publishign	341.95	Ordinanance 273 Physical Copies street & bldg maint supplies, adobe,
US Bank- Credit Card	568.43	zoom, postage
Verizon Northwest	90.78	Code Enforcement Phone thru March 7
	<u>23,901.96</u>	

CITY OF DALTON GARDENS
Financial Statement
October 1, 2021 to March 31, 2022

	<u>Actual</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
301-000 · COMMUNITY DEV. INCOME				
301-03 · BUILDING PERMIT REVENUE				
301-032 · MECHANICAL PERMIT REVENUE	4,865.00			
301-033 · ROOF PERMIT REVENUE	1,200.00			
301-034 · SIGN PERMIT FEES	600.00	300.00	300.00	200.0%
301-03 · BUILDING PERMIT REVENUE - Other	29,156.05	65,000.00	-35,843.95	44.86%
Total 301-03 · BUILDING PERMIT REVENUE	35,821.05	65,300.00	-29,478.95	54.86%
301-04 · BUSINESS LICENSE REVENUE				
301-041 · HOME BASED BUS LICENSE	100.00	250.00	-150.00	40.0%
301-04 · BUSINESS LICENSE REVENUE - Other	1,250.00	7,500.00	-6,250.00	16.67%
Total 301-04 · BUSINESS LICENSE REVENUE	1,350.00	7,750.00	-6,400.00	17.42%
301-05 · FACILITY RESERVATION REVENUE	250.00	500.00	-250.00	50.0%
301-06 · FINES	322.43			
301-07 · SPECIAL USE FEES	0.00	1,000.00	-1,000.00	0.0%
301-08 · SUBDIVISION REVENUE	0.00	1,000.00	-1,000.00	0.0%
301-11 · ROW PERMITS	977.50			
301-000 · COMMUNITY DEV. INCOME - Other	450.00			
Total 301-000 · COMMUNITY DEV. INCOME	39,170.98	75,550.00	-36,379.02	51.85%
302-000 · FRANCHISE FEES				
302-01 · FRANCHISE FEE AVISTA	12,200.40	26,000.00	-13,799.60	46.93%
302-02 · FRANCHISE FEE TWC/SPECTRUM	5,874.10	26,000.00	-20,125.90	22.59%
302-03 · FRANCHISE FEE TDS	1,608.59	1,000.00	608.59	160.86%
Total 302-000 · FRANCHISE FEES	19,683.09	53,000.00	-33,316.91	37.14%
303-000 · HIGHWAY FUNDS				
303-01 · HIGHWAY USERS REVENUE	0.00	87,069.00	-87,069.00	0.0%
303-02 · NEW HIGHWAY USER REVENUE	0.00	29,604.00	-29,604.00	0.0%
303-03 · TRANSFER HWY DISTRICT LEVY	40,961.81	40,000.00	961.81	102.41%
Total 303-000 · HIGHWAY FUNDS	40,961.81	156,673.00	-115,711.19	26.15%
304-000 · LID ASSESSMENTS				
304-01 · LID # 1 Assessments	19,891.49	21,873.58	-1,982.09	90.94%
304-02 · LID #2 - GOVERNMENT WAY				
304-021 · LID #2 Assessment Interest	1,962.79			
304-02 · LID #2 - GOVERNMENT WAY - Other	61,223.58	43,903.15	17,320.43	139.45%
Total 304-02 · LID #2 - GOVERNMENT WAY	63,186.37	43,903.15	19,283.22	143.92%
Total 304-000 · LID ASSESSMENTS	83,077.86	65,776.73	17,301.13	126.3%
305-000 · PROPERTY TAXES				
305-01 · AG EQUIP REPLACEMENT	1.00			
305-02 · CURRENT REAL PROPERTY TAX	112,269.04	168,919.00	-56,649.96	66.46%
305-03 · DELINQUENT REAL PROPERTY TAX	24,235.82	1,500.00	22,735.82	1,615.72%
305-04 · PENALTY & INTEREST	35.03	500.00	-464.97	7.01%
305-05 · PERSONAL PROP TAX REPLACE	1,084.68			
Total 305-000 · PROPERTY TAXES	137,625.57	170,919.00	-33,293.43	80.52%

CITY OF DALTON GARDENS
Financial Statement
October 1, 2021 to March 31, 2022

	<u>Actual</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
306-000 · STATE REVENUE SHARE				
306-01 · STATE LIQUOR ALLOCATION	44,536.00	102,540.00	-58,004.00	43.43%
306-02 · STATE REVENUE SHARING	133,010.35	230,768.00	-97,757.65	57.64%
306-03 · STATE SALES TAX	28,883.45			
Total 306-000 · STATE REVENUE SHARE	<u>206,429.80</u>	<u>333,308.00</u>	<u>-126,878.20</u>	<u>61.93%</u>
307-000 · OTHER INCOME				
307-02 · COURT REVENUE-TRAFFIC FINES	664.65	5,000.00	-4,335.35	13.29%
307-03 · INTEREST INCOME	1,120.01	5,000.00	-3,879.99	22.4%
307-05 · REFUNDS & REIMBURSEMENTS	886.81			
307-06 · RENT	3,120.00	6,240.00	-3,120.00	50.0%
307-08 · UNENCUMBERED BANK FUNDS	0.00	346,000.00	-346,000.00	0.0%
Total 307-000 · OTHER INCOME	<u>5,791.47</u>	<u>362,240.00</u>	<u>-356,448.53</u>	<u>1.6%</u>
308-000 · GRANT FUNDS	500.00			
340 · CHARGES FOR SERVICES	50.00			
Total Income	<u>533,290.58</u>	<u>1,217,466.73</u>	<u>-684,176.15</u>	<u>43.8%</u>
	533,290.58	1,217,466.73	-684,176.15	43.8%
Expense				
401-000 · GENERAL & ADMIN				
401-016 · TRAINING TRAVEL EXPENSE	230.00	3,200.00	-2,970.00	7.19%
401-03 · COUNCIL EXPENSES				
401-033 · CITY COUNCIL SALARIES	10,400.00	19,200.00	-8,800.00	54.17%
401-036 · MAYOR WAGES	5,525.00	10,200.00	-4,675.00	54.17%
Total 401-03 · COUNCIL EXPENSES	<u>15,925.00</u>	<u>29,400.00</u>	<u>-13,475.00</u>	<u>54.17%</u>
401-04 · OFFICE EXPENSES				
401-041 · BLDG MAINT CONTRACTED	980.00	3,000.00	-2,020.00	32.67%
401-042 · BLDG & GROUNDS MAINTENANCE	3,678.94	5,000.00	-1,321.06	73.58%
401-043 · DUES & SUBSCRIPTIONS	1,195.30	2,500.00	-1,304.70	47.81%
401-045 · GARBAGE COLLECTION & DISPOSAL	326.05	500.00	-173.95	65.21%
401-046 · OFFICE MAINTENANCE	117.98	600.00	-482.02	19.66%
401-047 · OFFICE SUPPLIES & POSTAGE	2,047.31	8,000.00	-5,952.69	25.59%
401-048 · SOFTWARE PURCHASE & IT SERVICE	2,203.48	20,000.00	-17,796.52	11.02%
401-049 · REFUNDABLE EXPENSE	767.65			
Total 401-04 · OFFICE EXPENSES	<u>11,316.71</u>	<u>39,600.00</u>	<u>-28,283.29</u>	<u>28.58%</u>
401-05 · PERSONNEL EXPENSE				
401-050 · COMPANY PAYROLL TAX EXPENSE				
401-05A · COMPANY RETIREMENT EXPENSE	6,459.48	14,325.00	-7,865.52	45.09%
401-050 · COMPANY PAYROLL TAX EXPENSE - Other	8,232.89	12,078.00	-3,845.11	68.16%
Total 401-050 · COMPANY PAYROLL TAX EXPENSE	<u>14,692.37</u>	<u>26,403.00</u>	<u>-11,710.63</u>	<u>55.65%</u>
401-054 · CLERK WAGES	28,166.66	52,000.00	-23,833.34	54.17%
401-058 · DEPUTY CLERK WAGES	6,396.67	38,000.00	-31,603.33	16.83%
401-059 · EMP HEALTH INSURANCE	10,007.00	26,400.00	-16,393.00	37.91%
Total 401-05 · PERSONNEL EXPENSE	<u>59,262.70</u>	<u>142,803.00</u>	<u>-83,540.30</u>	<u>41.5%</u>
401-06 · PROFESSIONAL SERVICES				

CITY OF DALTON GARDENS
Financial Statement
October 1, 2021 to March 31, 2022

	Actual	Budget	\$ Over Budget	% of Budget
401-061 · AUDIT AND ACCOUNTING	5,840.00	24,000.00	-18,160.00	24.33%
401-062 · LEGAL PUBLISHING	3,362.32	4,000.00	-637.68	84.06%
401-06 · PROFESSIONAL SERVICES - Other	32,901.00	64,000.00	-31,099.00	51.41%
Total 401-06 · PROFESSIONAL SERVICES	42,103.32	92,000.00	-49,896.68	45.76%
401-07 · UTILITES				
401-071 · BLDG & GROUNDS UTILITIES	4,788.64	8,000.00	-3,211.36	59.86%
401-072 · INTERNET	441.58	1,708.00	-1,266.42	25.85%
401-073 · TELEPHONE	579.10	1,092.00	-512.90	53.03%
Total 401-07 · UTILITES	5,809.32	10,800.00	-4,990.68	53.79%
401-08 · ANNUAL PICNIC	0.00	3,500.00	-3,500.00	0.0%
401-11 · GENERAL CONTINGENCY FUND	0.00	31,231.00	-31,231.00	0.0%
401-12 · INSURANCE	6,681.00	7,500.00	-819.00	89.08%
401-13 · MISCELLANEOUS SERVICE & CHARGES	0.00	1,800.00	-1,800.00	0.0%
401-15 · Uncategorized Expenses	0.00	725.73	-725.73	0.0%
Total 401-000 · GENERAL & ADMIN	141,328.05	362,559.73	-221,231.68	38.98%
402-000 · LAW ENFORCEMENT				
402-05 · CODE ENFORCEMENT-WAGES	1,011.28	12,000.00	-10,988.72	8.43%
402-06 · PROSECUTING ATTORNEY	0.00	1,740.00	-1,740.00	0.0%
402-08 · SPECIAL LAW ENFORCEMENT EXP	0.00	146,000.00	-146,000.00	0.0%
Total 402-000 · LAW ENFORCEMENT	1,011.28	159,740.00	-158,728.72	0.63%
403-000 · STREETS				
403-06 · FUEL AND LUBRICANTS	2,980.22	2,000.00	980.22	149.01%
403-10 · ROADS-ENG PLANS & SERVICES	16,447.10	37,000.00	-20,552.90	44.45%
403-11 · SNOW & ICE CONTROL-REMOVAL	3,960.00	30,000.00	-26,040.00	13.2%
403-12 · STREET EQUIPMENT MAINTENANCE	1,893.46	7,000.00	-5,106.54	27.05%
403-14 · STREET MAINT- CONTRACTED	0.00	358,367.00	-358,367.00	0.0%
403-16 · STREET MAINT-SUPPLIES	1,803.24	1,000.00	803.24	180.32%
403-18 · STREET MAINT - WAGES	13,021.50	25,000.00	-11,978.50	52.09%
403-20 · STREET SIGNAL LIGHTS	129.58	500.00	-370.42	25.92%
Total 403-000 · STREETS	40,235.10	460,867.00	-420,631.90	8.73%
404-000 · PARKS				
404-01 · HORSE ARENA EXPENSES	791.99	9,000.00	-8,208.01	8.8%
404-03 · PARK MAINTENANCE- CONTRACTED	3,404.54	30,000.00	-26,595.46	11.35%
404-07 · PARK MAINTENANCE- WAGES	1,457.50	6,000.00	-4,542.50	24.29%
404-09 · SUPPLIES- PARK MAINT	176.55	1,500.00	-1,323.45	11.77%
Total 404-000 · PARKS	5,830.58	46,500.00	-40,669.42	12.54%
405-000 · LID				
405-01 · Gov't Way Sewer Project/LID #1	33,503.00	34,000.00	-497.00	98.54%
405-02 · LID PHASE 2				
405-021 · LID 2 Principal Payment	200,000.00			
405-022 · LID 2 Interest Expense	3,213.66			
405-02 · LID PHASE 2 - Other	4.00	65,500.00	-65,496.00	0.01%
Total 405-02 · LID PHASE 2	203,217.66	65,500.00	137,717.66	310.26%

CITY OF DALTON GARDENS
Financial Statement
October 1, 2021 to March 31, 2022

	<u>Actual</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Total 405-000 - LID	236,720.66	99,500.00	137,220.66	237.91%
407-000 - COMMUNITY DEV.				
407-01 - PLANNING & ZONING				
407-011 - PLANNING CONSULTANT	15,650.00	25,000.00	-9,350.00	62.6%
407-012 - PLANNING SOFTWARE	11,497.00	13,300.00	-1,803.00	86.44%
Total 407-01 - PLANNING & ZONING	27,147.00	38,300.00	-11,153.00	70.88%
407-02 - BUILDING INSPECTOR SERVICES	12,156.00	50,000.00	-37,844.00	24.31%
Total 407-000 - COMMUNITY DEV.	39,303.00	88,300.00	-48,997.00	44.51%
Total Expense	464,428.67	1,217,466.73	-753,038.06	38.15%
	68,861.91	0.00	68,861.91	100.0%

Checking/Savings	
1-101.0 - GENERAL CHECKING	827,206.40
1-101.2 - LID #1 Bond Fund	2,099.24
1-101.3 - Guaranteed Fund	35,167.32
1-101.4 - Government Way - LID #2	70,749.73
1-102.0 - LGIP #1404-General Fund	1,824,246.05
1-102.1 - LGIP #2380-18th St	45,263.00
1-102.2 - LGIP #3726-ARPA	259,287.50
Total Checking/Savings	3,064,019.24

CITY OF DALTON GARDENS
2nd Quarter Treasurer's Report
October 1, 2021 thru March 31, 2022

	<u>Oct '21 - Mar 22</u>	<u>Budget</u>	<u>% of Budget</u>
Income			
301-000 · COMMUNITY DEV. INCOME	39,170.98	75,550.00	51.85%
302-000 · FRANCHISE FEES	19,683.09	53,000.00	37.14%
303-000 · HIGHWAY FUNDS	40,961.81	156,673.00	26.15%
304-000 · LID ASSESSMENTS	83,077.86	65,776.73	126.3%
305-000 · PROPERTY TAXES	137,625.57	170,919.00	80.52%
306-000 · STATE REVENUE SHARE	206,429.80	333,308.00	61.93%
307-000 · OTHER INCOME	5,791.47	362,240.00	1.6%
308-000 · GRANT FUNDS	500.00		
340 · CHARGES FOR SERVICES	50.00		
Total Income	<u>533,290.58</u>	<u>1,217,466.73</u>	<u>43.8%</u>
Gross Profit	533,290.58	1,217,466.73	43.8%
Expense			
401-000 · GENERAL & ADMIN	141,328.05	362,559.73	38.98%
402-000 · LAW ENFORCEMENT	1,011.28	159,740.00	0.63%
403-000 · STREETS	40,235.10	460,867.00	8.73%
404-000 · PARKS	5,830.58	46,500.00	12.54%
405-000 · LID	236,720.66	99,500.00	237.91%
407-000 · COMMUNITY DEV.	39,303.00	88,300.00	44.51%
Total Expense	<u>464,428.67</u>	<u>1,217,466.73</u>	<u>38.15%</u>
Net Income	<u><u>68,861.91</u></u>	<u><u>0.00</u></u>	<u><u>100.0%</u></u>

NOTE: Citizens are invited to inspect the detailed supporting records of the above financial report. Teresa Janzen, City Clerk/Treasurer

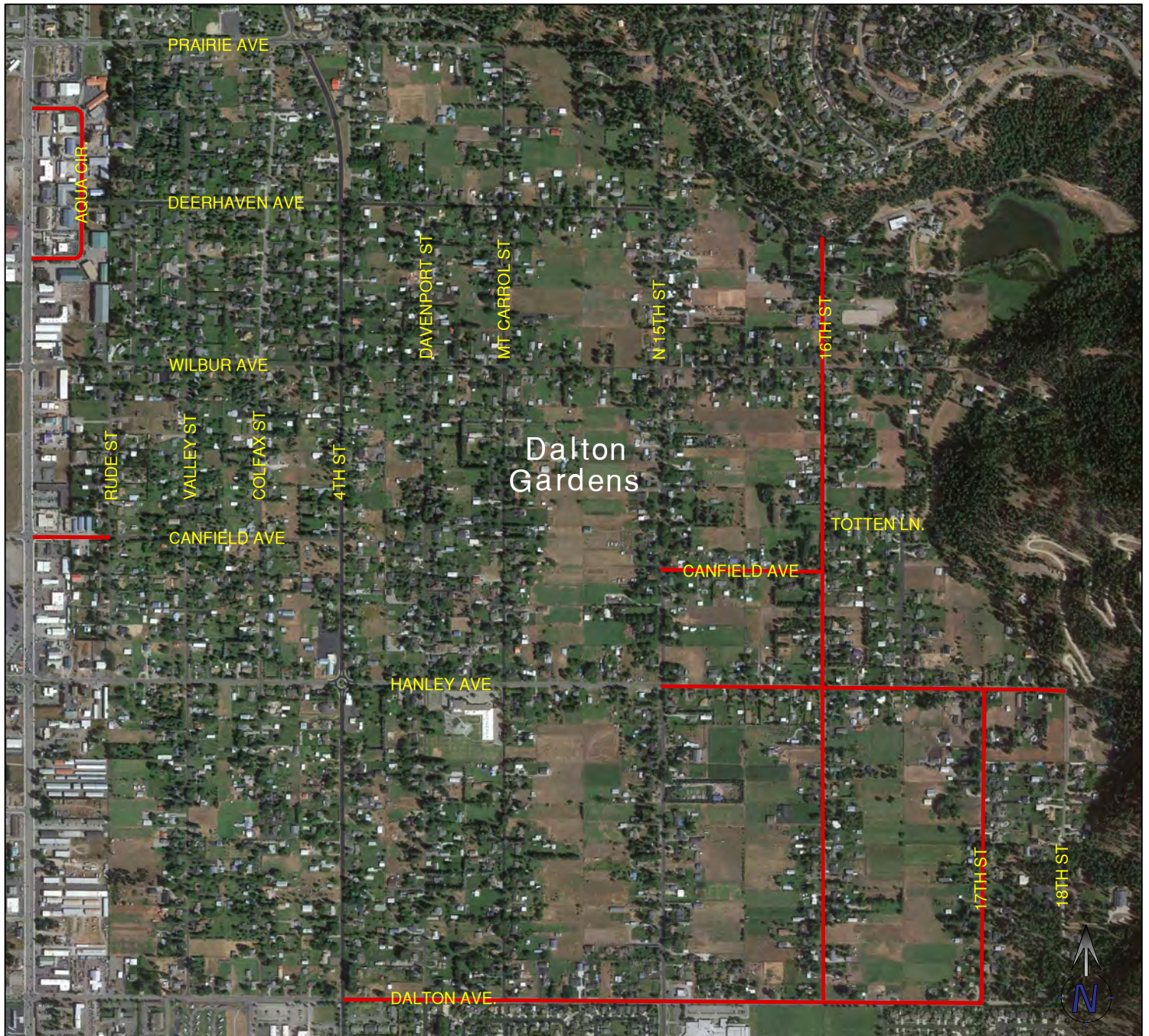
To: Mayor Edwards, City of Dalton Gardens

From: HMH Engineering

Date: April 14, 2022

Re: Engineering Update

1. Dalton Gardens ROW Survey Update – The survey staff has performed all records research, have drafted the NW & SW quarter of section 25, and are in the process of creating the ROW exhibits.
2. Chip Seal Info – We are in the process of coordinating contract documents with the City of Hayden for the 2022 Chip Seal project. We are also in the process of researching products to test on Colfax (from Wilbur to Deerhaven) this year to repair the extensive pavement cracks.
3. Reinert Fire Access – We completed an inspection of the fire turnaround on April 5. The signage has still not been completed in compliance with the approved drawings finalized in June 2021.
4. Utility Right-of-Way Encroachment Permits – All active permits in the OpenGov system are shown on the attached table (as of April 6, 2022).



BASE BID

- DALTON AVE - 4TH ST. TO 17TH ST. (23,785 SY)
- HANLEY AVE - 15TH ST. TO 18TH ST. (7,990 SY)
- 17TH ST. - DALTON AVE. TO HANLEY AVE. (6,080 SY)
- AQUA CIRCLE (6,545 SY)
- CANFIELD AVE. - GOVERNMENT WAY TO RUDE ST. (1,970 SY)
- CANFIELD AVE. - 15TH ST TO 16TH ST. (3,465 SY)
- 16TH ST. - DALTON AVE TO WOODLAND AVE (14,750 SY)



3882 N. Schreiber Way, Suite 104
 Coeur d'Alene, ID 83815
 (208) 635-5825

CITY OF DALTON GARDENS
 2022 CHIP SEAL

Record #	Date Submitted	Record Status	Type of Permit	Company Name	Received for Review	Temporary Permit Date	Construction must be completed by:	City notified of project start:	City notified of project completion:	Project Start Date	Project Duration	Description of Location	Street Name
ROW-22-8	4/4/2022	Active	Fiber Optic	Fatbeam	4/4/2022					4/18/2022	1 week	Bore from west side to east side of Government way	N GOVERNMENT WAY
ROW-22-7	3/28/2022	Active	New Installation	TDS	3/30/2022	3/30/2022	4/30/2022			3/30/2022	10 DAYS	CDN03A_DG_DA09_01--PRAIRIE AVE S OF N 4TH --UNDERGROUND FIBER PLACEMENT.	N 4TH ST
ROW-22-6	3/10/2022	Active	Overhead	HBK ENGINEERING	3/15/2022	3/21/2022	6/30/2022			3/18/2022	60	TRAFFIC CONTROL PERMIT REQUEST FOR AERIAL FIBER PLACEMENT ALONG DEERHAVEN, MT CARROL AND WILBUR AVE	E DEERHAVEN AVE
ROW-22-5	3/10/2022	Active	Fiber Optic	HBK ENGINEERING	3/15/2022	4/5/2022	7/31/2022			3/18/2022	60	E DALTON AVE HEADED EAST TOWARD MT CAROL. We need to replace pipe and damaged ped highlighted on pages 12 & 13 of the attached print.	E DALTON AVE
ROW-22-4	2/22/2022	Active	Electric	AVISTA	2/22/2022	2/22/2022	4/30/2022			3/1/2022	5 HOURS	MISSILING RD TO BRING SRVC FROM OH TO UG.	N MT CARROL ST
ROW-22-3	2/14/2022	Complete	Overhead & Underground	AVISTA	2/22/2022	2/22/2022				2/21/2022	4 HOURS	POLE # 166220 MISSILING TO BRING SRVC OH TO UG	N 17TH ST
ROW-22-2	1/5/2022	Complete	New Installation	Avista Utilities	1/5/2022	1/5/2022	1/31/2022	1/5/2022	1/20/2022	1/5/2022	8 hrs	from SE corner of property we will be running new UG Gas & Elec to shop	N DAVENPORT ST
ROW-22-1	1/3/2022	Stopped	Underground	HBK ENGINEERING						1/11/2022	60 DAYS	PERMIT EXTENSION FOR 19-30--CDN03A_DG_DA02_01-- E DALTON AVE HEADED EAST TOWARD MT CAROL. We need to replace pipe and damaged ped highlighted on pages 12 & 13 of the attached print.	E DALTON AVE
ROW-21-30	12/28/2021	Active	Fiber Optic	Platinum excavation llc						1/4/2022	1 day	Along inside of sidewalk towards home.	E WOODLAND DR
ROW-21-29	12/21/2021	Complete	Other	AVISTA UTILITES	12/21/2021	12/21/2021	2/15/2022			12/21/2021	1/5/2021	Replacing existing conduit and coax	N MT CARROL ST
ROW-21-27	12/9/2021	Stopped	Fiber Optic	HBK ENGINEERING						1/17/2022	7 DAYS	PERMIT EXTENSION FOR ORIGINAL DALTON GARDENS PERMIT 21-18--- RTC JOB--CDN03A_DG_DA09_01 CORNER OF PRAIRIE AND N 4TH ST.	E PRAIRIE AVE
ROW-21-26	11/24/2021	Complete	New Installation	Avista Utilities	12/8/2021	12/8/2021	1/31/2022	1/24/2022	12/7/2021	12/7/2021	1.5 Days	Pole #166429 and along east property long	N DAVENPORT ST
ROW-21-25	11/22/2021	Complete	Upgrade	AVISTA UTILITIES	11/30/2021	11/30/2021	1/31/2022	12/13/2021	11/22/2021	11/22/2021	12/3/2021	5897 N 18TH ST	N 18TH ST
ROW-21-23	11/2/2021	Complete	Upgrade	AVISTA UTILITIES	11/5/2021	12/20/2021	2/28/2022			11/18/2021	2 DAYS	REPLACING 2 POLES ON WILBUR BETWEEN 15TH & 16TH	E WILBUR AVE
ROW-21-22	11/2/2021	Complete	Upgrade	AVISTA UTILITIES	12/1/2021	12/20/2021	2/28/2022			11/18/2021	2 DAYS	REPLACING 5 POLES BETWEEN 915 & 1379 DEERHAVEN	E DEERHAVEN AVE
ROW-21-24	11/11/2021	Active	Fiber Optic	HBK ENGINEERING						11/13/2021	90	CORNER OF 15TH AND WILBUR AVE	N 15TH ST
ROW-21-21	10/18/2021	Active	Overhead & Underground	ZiPLY Fiber		11/9/2021	1/31/2022		3/11/2022	10/26/2021	30 Days	Install fiber optic cable and varied sizes of mst's into existing conduit. Aerial overlash to existing cable/strand.	N GOVERNMENT WAY
ROW-21-20	10/14/2021	Active	Fiber Optic	ZiPLY Fiber	10/14/2021	11/15/2021	1/31/2022		3/11/2022	10/21/2021	30 Days	Directional Bore in ROW - install conduit for foc	N SNOWBERRY ST
ROW-21-28	12/17/2021	Active	Overhead & Underground	ZiPLY Fiber	1/6/2022	1/10/2022	3/31/2022	3/11/2022	12/28/2021	12/28/2021	60 Days	Install foc through existing conduit & aerial overlash to existing cable/strand	N MT CARROL ST
ROW-21-19	10/12/2021	Complete	Electric	AVISTA UTILITIES	10/14/2021	11/9/2021	1/1/2022	12/8/2021	10/12/2021	10/12/2021	4 HOURS	6080 N 17TH ST	N 17TH ST
ROW-21-18	10/11/2021	Complete	Fiber Optic	HBK ENGINEERING	10/12/2021	10/19/2021	11/30/2021			10/19/2021	90	PRAIRIE AVE S OF N 4TH ---CDN03A_DG_DA09_01	N COLFAX ST
ROW-21-17	10/11/2021	Active	Fiber Optic	HBK ENGINEERING	11/22/2021	11/22/2021	4/15/2022			10/19/2021	90	South of E Lookout DR on N 15th St. TDS job CDN03A_DG_DA03_DISTRIBUTION_CO550	N 15TH ST
ROW-21-15	10/5/2021	Active	Fiber Optic	HBK Engineering		12/1/2021	5/15/2022	2/2/2022		10/9/2021	90	South of Deerhaven Ave to Dalton Ave between 4th St and 15th St. TDS job	E DALTON AVE
ROW-21-14	9/30/2021	Complete	Upgrade	AVISTA UTILITIES	9/30/2021	10/1/2021	11/1/2021			10/4/2021	ECD 10-11-21	CDN03A_DG_DA02_DISTRIBUTION_CO549	N MT CARROL ST
ROW-21-1	9/7/2021	Complete	Gas	AVISTA UTILITES	9/7/2021	9/10/2021	10/31/2021		12/8/2021	9/7/2021	9/17/2021	7080 N MOUNT CARROL ST	N 17TH ST
												5711 N 17TH ST. WE WILL BE CUTTING OFF SERVICE TO HOME FOR THE DEMO. CUT OFF WILL BE IN THE DIRT ROW JUST WEST OF THE ASPHALT. NO ASPHALT REQUEST.	N 17TH ST



City of Dalton Gardens

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

Monthly Planner Activity Report

March 31, 2021

Code amendments

In March, the City conducted a joint workshop with the contracted attorney to review the proposed Telecommunications Ordinance and to address questions by P&Z and City Council. An updated draft is forthcoming and will be delivered to the Planning and Zoning Commission for their review and a subsequent public hearing and recommendation to City Council. Other code amendment work includes an update to the definition of Accessory Living Unit, changed to Accessory Dwelling Unit and definition corresponding with the International Residential Code. In addition, the P&Z Commission is currently discussing updates to the city code's sub-division and short plat provisions, with the proposal to incorporate short plat provisions within subdivision ordinance. Other considerations include updates to the sign code and design requirements in the commercial zone.

Variances / Special Use Permits

No new variances or special use permit applications were received by the City during the month.

Subdivisions

No new subdivision requests have been submitted.

Building Permits

The City continues to receive and manage a variety permit request. In March, the city received several applications, including building permits for new home construction. Staff continually fields calls and inquiries as to code requirements and building feasibility. Staff also conducted three commercial development pre-application conferences. As there are many expired or near-expired building permits, staff will begin issuing notices of expiration to permit holders. Other calls and coordination with KCFR building inspectors addressing permit requirements and policies. In March, staff also issued review of the Dalton Church of Christ Landscape Plan.

Fee Schedule

A City Council workshop was conducted to go over updates to the city's fee schedule. Many updates have been proposed, with the addition of new fees to account for permit activities already outlined in City Code. Clarification and updates to existing fee types.

Research conducted and outreach to the State of Idaho Building and Building Departments of three local peer communities to investigate (and rationale for) fee calculation methodologies.

Code enforcement

The city continues to receive, on a rolling basis a variety of code-enforcement / compliance complaints. Staff continues to research and develop the city's code enforcement policy and procedures handbook. Several Voluntary Compliance Request (VCR) letters have been issued and one Notice of Violation letter has been issued. A code compliance tracking sheet has been also developed to track compliance timeframes for possible further escalation and/or penalties as provided in City Code.

Annexation

The proposal to annex of portions of E Dalton Avenue was re-noticed and will come before City Council for public hearing and council action at its April meeting. The re-notice included mailing to residents within a 300 foot, an onsite notice, and paper publication.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ryan Hughes".

Ryan Hughes
City Planner

NOTICE OF PUBLIC HEARING
CITY OF DALTON GARDENS
CITY COUNCIL

NOTICE IS HEREBY GIVEN that the City of Dalton Gardens City Council will conduct a public hearing on Thursday, April 14, 2022, at 6:00 p.m. at the Dalton Gardens City Hall, 6360 N. 4th Street, Dalton Gardens, Idaho, pursuant to Dalton Gardens City Code section 5-9-6, to receive testimony from interested and affected agencies and citizens and consider annexation of the unincorporated area identified as ROW and described as the North 40 Feet of the Northwest Quarter of the Southeast Quarter of Section 31, Township 51 North, Range 3 West, Boise Meridian, Kootenai County, State of Idaho upon annexation. Written testimony may be sent to the City of Dalton Gardens City Council, 6360 N. 4th Street, Dalton Gardens, Idaho 83815; or faxed to (208) 762-3698. Written testimony should include the signature, email address and mailing address of the submitter; and should address the issue at hand. If written testimony fails to meet these requirements, the Mayor may declare such testimony inadmissible. All persons desiring to provide oral testimony should appear at the hearing. Persons with disabilities requesting special accommodations should make such request of the City Clerk at least twenty-four (24) hours prior to commencement of the public hearing. The clerk's telephone number is (208) 772-3698 x102.

Published on March 29, 2022

Teresa Janzen, City Clerk



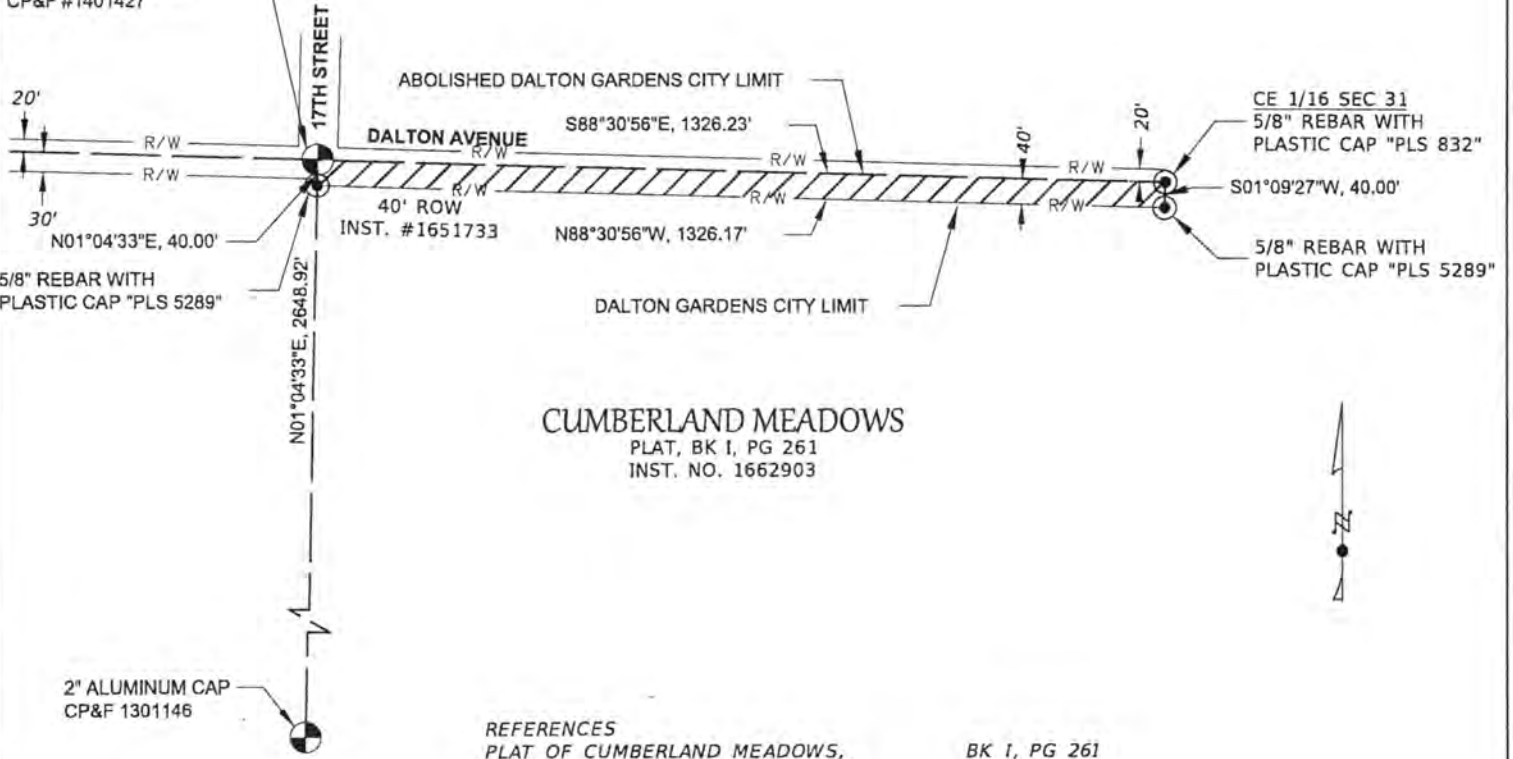
EXHIBIT B

DALTON AVENUE ANNEXATION

A PORTION OF NW 1/4, SE 1/4, SECTION 31, T.51N., R.3W., B.M.,
CITY OF DALTON GARDENS, KOOTENAI COUNTY, IDAHO

POB

C 1/4 SEC 31
2 1/2" ALUMINUM CAP
CP&F #1401427



CUMBERLAND MEADOWS
PLAT, BK I, PG 261
INST. NO. 1662903

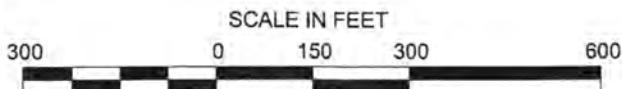
REFERENCES
PLAT OF CUMBERLAND MEADOWS, BK I, PG 261

NOTES:
ALL MEASUREMENTS FOR THIS ANNEXATION ARE BASED ON
A RECORD OF SURVEY, FILED JANUARY 19, 2001 AND
PERFORMED BY RUSSELL G. HONSAKER PLS 5289. NO
ADDITIONAL FIELD WORK WAS PERFORMED IN THE
COMPLETION OF THIS EXHIBIT.



LEGEND

- 1/4 CORNER SECTION CORNER
- ALUMINUM CAP, AS DESCRIBED
- PLASTIC CAP, AS DESCRIBED
- POINT OF BEGINNING



3882 N. SCHREIBER WAY, SUITE 104
COEUR D'ALENE, ID 83815
(208) 635-5825

EXHIBIT "A"

DALTON AVENUE ANNEXATION

A parcel of land being a portion of the NW 1/4, of SE 1/4, of Section 31, Township 51 North, Range 3 West, Boise Meridian, City of Dalton Gardens, Kootenai County, Idaho, said parcel being a portion of the Plat of Cumberland Meadows, recorded at Book I of plats, Page 261, Instrument number 1662903, more particularly described as follows:

Commencing at the Center Quarter of Section 31, said point monumented with a 2 1/2" aluminum cap per CP&F Instrument Number 1401427 as filed in the Kootenai County Recorder's Office, from which the South Quarter Corner of said Section 31, marked by a 2" aluminum cap per CP&F Instrument Number 1301146, bears South 01°04'33" West a distance of 2648.92 feet, the said Center Quarter corner also being known as the **Point of Beginning**.

Thence along the east/west quarter section line of said Section 31, South 88°30'56" East, a distance of 1326.23 feet to the Center East 1/16 Corner of said Section 31, monumented with a 5/8" Rebar with plastic cap marked "PLS 832"

Thence South 01°09'37" West a distance of 40.00 feet to a 5/8" Rebar with plastic cap marked "PLS 5289"

Thence along the southerly right of way of Dalton Avenue, North 88°30'56" West a distance of 1326.17 feet to a 5/8" Rebar with plastic cap marked "PLS 5289"

Thence along the north/south Quarter Section line of said Section 31, North 01°04'33" East a distance of 40.00 feet to the **Point of Beginning**.

Parcel includes 53,047 sq feet or 1.22 acres more or less.



ORDINANCE NO. ____

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF DALTON GARDENS, KOOTENAI COUNTY, IDAHO SPECIFICALLY DESCRIBED PORTIONS OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECITON 31, TOWNSHIP 51 NORTH, RANGE 3 WEST BOISE MERIDIAN; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE.

WHEREAS, after public hearing, the City Council finds it to be in the best interest of the City of Dalton Gardens and the citizens thereof that said property be annexed.

BE IT ORDAINED by the Mayor and City Council of the city of DALTON GARDENS, Kootenai County, Idaho:

Section 1. That the property as set forth in Exhibit “A” attached hereto and incorporated herein, contiguous and adjacent to the City of Dalton Gardens, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Dalton Gardens, Kootenai County, Idaho.

Section 2. That the annexed property, being public rights-of-way, does not have a designated or classified zoning district and, therefore, neither the Zoning Ordinance nor the Zoning Map needs to be amended.

Section 3. This ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the ordinance before the declaration of partial invalidity.

Section 4. All provisions of the current Dalton Gardens Municipal Code or 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. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the city of Dalton Gardens, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Dalton Gardens at a regular session of the City Council on April ____, 2022.

APPROVED this ____ day of April, 2022.

Dan Edwards, Mayor

ATTEST:

Teresa Janzen, City Clerk

City of Dalton Gardens - Fee Schedule

REVISED ~~April 14~~ March 30 2022

Building Permit Fees Based on Valuation – Table 1

Total Valuation	Fee
\$1.00 to \$2,000.00	\$99.00 <u>\$108.00</u>
\$2,001.00 to \$25,000.00	\$99.00 <u>\$108.00</u> for 1 st \$2,000 + \$14.00 <u>\$16.00</u> /ea. add'l \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$421.00 <u>\$458.00</u> for 1 st \$25,000 + \$10.00 <u>\$11.00</u> /ea. add'l \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$671.00 <u>\$729.00</u> for first \$50,000 + \$7.00 <u>\$8.00</u> /ea. add'l \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1021.00 <u>\$1,109.00</u> for 1 st \$100,000.00 + \$5.60 <u>\$6.60</u> /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 <u>\$3,542.00</u> for 1 st \$500,000.00 + \$4.75 <u>\$5.75</u> /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 <u>\$6,120.00</u> for 1 st \$1,000,000.00 + \$3.65 <u>\$4.65</u> /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 – <u>No Plumbing</u>	\$80.39 <u>75% of ICC building valuation data sheet</u>
Finished Basement	\$80.39 <u>75% of ICC building valuation data sheet</u>
Unfinished Basement	\$53.59 <u>ICC building valuation data sheet</u>
Complete Unfinished Basement	\$27.00 <u>50% of ICC BVD R-3</u>
Interior Remodel	\$20.00 <u>50% of ICC BVD R-3</u>
Residential Garage – Attached/Detached	\$36.55 <u>ICC building valuation data sheet</u>
Carport / Lean to	\$18.00 <u>ICC BVD (U) Utility for shell only</u>

	<u>buildings</u>
Enclose Existing Carport	\$8.00 <u>40% of ICC (U) Utility</u>
Pole Building / <u>Shop</u>	\$24.00 <u>ICC building valuation data sheet</u>
Deck	\$12.00 <u>35% of ICC (U) Utility</u>
Deck with Cover	\$20.00 <u>35% of ICC (U) Utility</u>
Patio/Deck Cover Only	\$18.00 <u>35% of ICC (U) Utility</u>
Enclosed Deck/Patio w/Cover	\$30.00 <u>50% of ICC (U) Utility</u>
Commercial and other Non-Residential	
Interior Remodel	20% of Sq. Ft. Construction Cost
Miscellaneous Fees – residential and non-residential	
Change out windows (<u>when there is a structural change</u>), install egress windows (<u>no permit for like for like change out</u>)	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) (<u>greater of the two</u>)
<u>Re-siding (for damage or structural purposes only)</u>	\$99.00 <u>\$129.00</u> per inspection
Moving (<u>per DGCC 4-1-7</u>)	\$99.00 <u>\$200.00</u>
Re-roof (overlay or tear-off)	\$200.00 plus \$99.00 <u>\$129.00</u> 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 (fences over <u>6 ft in height</u>)	\$60.00 <u>\$129.00</u> ,
Fence over <u>73"</u> in height (requires building permit)	Minimum \$99.00 <u>\$129.00</u> , Use Table 1 with Contract Price (<u>whichever is greater</u>)
Sign Permit - <u>Each Pole Monument sign 8 feet or higher</u>	\$300.00 <u>\$400.00</u> (includes permit and zoning review)
<u>Sign permit – All Other Signs, per type of sign per site</u>	<u>\$200.00 per type</u>
<u>Sign permit – political signs</u>	<u>\$20.00 per sign</u>
Re-inspection or special inspection	\$99.00 <u>\$129.00</u> per inspection
Inspections for which no fee is specifically indicated (Building or Mechanical)	\$99.00 <u>\$129.00</u> 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	Actual Cost plus 20% for admin.

and inspections or both (other than KCFR)	
Permit fee when work is started prior to obtaining permit	Double the permit fee (not including plan check and admin fees)
<u>Permit reactivation</u>	<u>50% of original permit (within 45 days after permit expiration)</u>
<u>Filing for permit extension (up to 180 days)</u>	<u>20% of original permit (prior to expiration)</u>

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 <u>\$129.00 per required inspection</u>
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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	\$129.00 \$99.00 per inspection
HVAC System Plan Review, New Construction - Residential	\$250.00 \$200.00 <u>plus required inspections</u>
HVAC System Plan Review, New Construction – Commercial	\$350.00 \$300.00 <u>plus required inspections</u>

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 <u>\$200.00</u> plus cost of city engineer
Encroachment with pavement cut	\$200.00 <u>\$400.00</u> 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
Penalty: Work in right of way before / after permit day	\$200.00 per day
Penalty: Work in right of way with no permit	\$1,000.00 per day

Municipal Services

Photocopies – over 100 pages	\$.05 <u>\$1.00</u> /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

<u>Commercial business license</u> - Initial Application	\$50.00
<u>Commercial business license</u> - Annual Renewal	\$50.00
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 <u>Home-based business license permit - New</u>	\$25.00
Annual for renewal of <u>Home –based business license permit – Annual renewal</u>	\$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 ¹

City Hall – reservation fee (resident of Dalton Gardens)	\$ 25.00 <u>\$50.00</u> per day/evening <u>½ day</u>
City Hall – reservation fee (non-resident of Dalton Gardens)	\$200.00 per day/evening <u>½ day</u>
City Hall – Cleaning / damage deposit (to be refunded in full if no damage occurs and no cleanup is required)	\$250.00 <u>\$350.00</u>
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 <u>\$50.00</u> per day/evening <u>½ day</u>
Ward Newcomb Park – gazebo reservation fee (non-resident)	\$200.00 per day/evening <u>½ day</u>
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 <u>\$50.00</u> per day
Horse Complex – reservation fee (non-resident)	\$200.00 <u>\$50.00</u> 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

¹ All facility rental reservations require a signed statement of responsibility for any damaged or lost items, cleanup, or door key non-returned (by 9 a.m. the following day).

Commercial project review meeting	\$300.00
<u>Pre-application meeting</u>	<u>\$300.00</u>
Special inspection by city planner	\$100.00
<u>Hillside development permit</u>	<u>\$300 + engineering expenses (actual cost plus 20% for administration)</u>
<u>Telecommunication permit</u>	<u>\$300 + Special Use Permit (if required) + all costs related to use of outside consultants (actual costs plus 20% for administration)</u>

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
<u>Lot Line Adjustment</u>	<u>\$200.00</u>

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

DRAFT

Building Valuation Data – FEBURARY 2022

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in August 2022. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2021 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average costs

include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.

2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$214.08/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$214.08/sq. ft x 0.0075
= \$25,690

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c}

Group (2021 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	309.06	298.66	291.64	280.58	263.98	255.82	272.02	244.80	237.02
A-1 Assembly, theaters, without stage	282.85	272.45	265.42	254.37	237.77	229.61	245.81	218.59	210.80
A-2 Assembly, nightclubs	237.31	230.23	224.56	215.36	202.99	197.40	207.69	183.68	177.40
A-2 Assembly, restaurants, bars, banquet halls	236.31	229.23	222.56	214.36	200.99	196.40	206.69	181.68	176.40
A-3 Assembly, churches	286.90	276.49	269.47	258.42	242.23	234.07	249.86	223.05	215.26
A-3 Assembly, general, community halls, libraries, museums	244.77	234.37	226.34	216.29	198.94	191.79	207.73	179.77	172.98
A-4 Assembly, arenas	281.85	271.45	263.42	253.37	235.77	228.61	244.81	216.59	209.80
B Business	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
E Educational	257.70	248.89	242.35	231.90	216.47	205.54	223.92	189.21	183.31
F-1 Factory and industrial, moderate hazard	144.93	138.11	130.39	125.40	112.49	107.10	120.02	92.69	86.88
F-2 Factory and industrial, low hazard	143.93	137.11	130.39	124.40	112.49	106.10	119.02	92.69	85.88
H-1 High Hazard, explosives	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	N.P.
H234 High Hazard	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	77.53
H-5 HPM	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
I-1 Institutional, supervised environment	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
I-2 Institutional, hospitals	401.22	392.40	383.83	374.40	354.29	N.P.	366.00	331.40	N.P.
I-2 Institutional, nursing homes	279.15	270.32	261.76	252.33	234.64	N.P.	243.93	211.75	N.P.
I-3 Institutional, restrained	273.40	264.57	256.00	246.57	229.13	220.58	238.17	206.24	196.56
I-4 Institutional, day care facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
M Mercantile	177.02	169.94	163.27	155.07	142.48	137.88	147.40	123.17	117.89
R-1 Residential, hotels	246.94	238.56	231.54	222.30	204.35	198.77	222.58	183.44	178.00
R-2 Residential, multiple family	206.81	198.43	191.41	182.17	165.41	159.83	182.46	144.50	139.06
R-3 Residential, one- and two-family ^d	192.58	187.37	182.53	178.04	172.85	166.59	175.01	160.35	150.87
R-4 Residential, care/assisted living facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
S-1 Storage, moderate hazard	134.29	127.47	119.75	114.76	102.14	96.75	109.39	82.34	76.53
S-2 Storage, low hazard	133.29	126.47	119.75	113.76	102.14	95.75	108.39	82.34	75.53
U Utility, miscellaneous	104.98	99.04	93.31	89.21	80.44	74.45	85.33	63.42	60.43

- Private Garages use Utility, miscellaneous
- For shell only buildings deduct 20 percent
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$23.20 per sq. ft.



THE SWEEP, LLC
Professional Parking Lot Maintenance
P.O. Box 2018, Hayden Idaho 83835
772-4369 Fax 772-6150

March 29, 2022

City of Dalton
6360 N. 4th Street
Dalton Gardens, ID 83815

Regarding: 2022 Cleaning Agreement

Bike Path and Parking Lot Cleaning:

We hereby agree to clean the City Hall parking lot and the following bike paths once per month for \$240 per cleaning.

1. Both bike paths on 4th Street, 15th Street and Hanley Avenue
2. North side bike path on Dalton Avenue

Dalton Horse Arena Parking Lot Cleaning:

We hereby agree to clean the parking lot at the Dalton Horse Arena once per month for \$40 per cleaning.

Roundabout Cleaning:

We hereby agree to clean the roundabout at the intersection of 4th Street and Hanley Avenue one time in April. If additional cleanings are requested, we will clean for \$160 per cleaning.

These prices are good for the 2022 cleaning season which runs from April 1 to September 30, 2022.

All work is guaranteed to be performed and completed in a substantial workmanlike manner with the payment due upon receipt of invoice.

THE SWEEP, LLC will provide certificates of Liability Insurance and Workman's Compensation upon request.

Bruce Waddell
Manager/Member

AGREEMENT ACCEPTED BY:

Print Name

Signature

Date

Primary Contact

Email Address

Phone Number

COOPERATIVE FUNDING AGREEMENT

This Agreement made and entered into this _____ day of _____, 2022, is by and between the City of Hayden, a municipal corporation of the State of Idaho, (hereinafter “Hayden”), whose address is 8930 N. Government Way, Hayden, Idaho 83835, and the City of Dalton Gardens, a municipal corporation of the State of Idaho, (hereinafter “Dalton Gardens”), whose address is 6360 N. 4th Street, Dalton Gardens, Idaho 83815.

WHEREAS, each City plans and implements annual preventative maintenance activities on its transportation system by installing surface treatments as part of the “2022 Chip Seal Project” (hereinafter “Project”) and more specifically as follows:

Hayden

<i>Road Name and Limits</i>	<i>Proposed Work Description</i>
Prairie, Highway 95 to Government Way	1/2” Chip Seal Granite
Government Way, Prairie to Honeysuckle	1/2” Chip Seal Granite
Honeysuckle, Highway 95 to Government Way	1/2” Chip Seal Granite
Commerce Dr.	1/2” Chip Seal Granite

Dalton Gardens

<i>Road Name and Limits</i>	<i>Proposed Work Description</i>
Dalton Ave., 4 th St. To 17 th St.	1/2” Chip Seal, 3/8” Chip Seal (Granite or Basalt)
Hanley Ave., 15 th St. to 18 th St.	1/2” Chip Seal, 3/8” Chip Seal (Granite or Basalt)
17 th St., Dalton Ave to Hanley Ave.	1/2” Chip Seal, 3/8” Chip Seal (Granite or Basalt)
Aqua Circle	1/2” Chip Seal, 3/8” Chip Seal (Granite or Basalt)
Canfield Ave., Government Way to Rude St.	1/2” Chip Seal, 3/8” Chip Seal (Granite or Basalt)
Canfield Ave., 15 th St. to 16 th St.	1/2” Chip Seal, 3/8” Chip Seal (Granite or Basalt)
16 th St., Dalton Ave to Woodland Ave	1/2” Chip Seal, 3/8” Chip Seal (Granite or Basalt)

; And

WHEREAS, Hayden and Dalton Gardens let commercial bids and contract with private commercial entities to install surface treatments; and

WHEREAS, Hayden and Dalton Gardens wish to work cooperatively combining surface treatment contract bids to realize economy of scale with regard to commercial contract quantities in accordance with Idaho Code section 67-2807; and

WHEREAS, Hayden and Dalton Gardens agree that this process will benefit both parties; and

WHEREAS, Hayden and Dalton Gardens agree to pay their respective share of costs for the work items associated with the surface treatments identified for each route in the commercial contract documents; and

WHEREAS, Hayden and Dalton Gardens will agree to the acceptance criteria in the Contract Documents so that consistency in determining acceptable or unacceptable work is clear to contractor during construction.

NOW THEREFORE, this cooperative agreement is entered into between Hayden and Dalton Gardens to address the terms of the funding, work, and the management of the Project.

1. Duties of Hayden

- a. Hayden will coordinate with Dalton Gardens to review and reasonably alter the contract documents to mutual satisfaction.
- b. Hayden will not advertise the bid until Dalton Gardens concurs with the acceptability of the contract documents in writing.
- c. Hayden will pay to advertise the project for bids in the paper and invoice the City of Dalton Gardens for 1/2 of the cost to advertise.
- d. Hayden will competitively bid the commercial contract for surface treatments, including the Dalton Garden's Portion, in accordance with Idaho Code section 67-2805. Once the bids have been opened, but prior to the award of the bid, Hayden will review the bids to determine if the bids are within reasonable financial expectations.
- e. Hayden will provide the bids to Dalton Gardens and will not award the bid until Dalton Gardens concurs, in writing, to the recommendation of award.
- f. Hayden will award the surface treatment contract, execute the agreement with the contractor, administer the contract and manage the project.

2. Duties of Dalton Gardens

- a. Dalton Gardens will pay contract costs associated with the surface treatments on their routes.
- b. Dalton Gardens will pay for development of their respective share of the contract documents separately through a separate contract.
- c. Dalton Gardens will pay for their respective share of construction inspection of surface treatment installation through a separate contract.
- d. Dalton Gardens will reimburse Hayden for 1/2 of the cost to advertise the project in the paper.
- e. Dalton Gardens will pay Hayden a lump sum amount equal to the bid price for the respective Dalton Garden portion of the project after the bid opening and prior to the Award of the Contract. Within 60 days of the substantial completion of the Project, Hayden will coordinate with Dalton Gardens to determine if financial adjustment is necessary and settle each respective account accordingly.
- f. If Dalton Gardens fails to provide payment to Hayden for their portion of the contract costs, the respective quantities will be removed from the contract and any

raise in unit prices due to the Contractor because of the reduction in overall quantity will be borne by the party at fault.

- g. Dalton Gardens agrees to be bound by the terms and conditions of the contractor agreement as if they executed the agreement.
- 3. Upon completion of the work and acceptance, each party shall be responsible for the future maintenance of those routes receiving surface treatments that are within that party's jurisdiction.
- 4. This agreement shall be in effect upon its execution by all parties and shall remain in effect until the Project is completed.

City of Hayden

City of Dalton Gardens

Steve Griffitts, Mayor

Dan Edwards, Mayor

ATTEST:

ATTEST:

Abbi Sanchez, City Clerk

Teresa Janzen, City Clerk

West's Idaho Code Annotated

Title 50. Municipal Corporations

Chapter 2. General Provisions--Government--Territory

I.C. § 50-210

§ 50-210. Boards--Commissions

Currentness

The mayor and council shall have authority to appoint such boards, commissions and committees as may be deemed necessary or expedient to assist the mayor and council in better carrying out the responsibilities of their offices. The responsibilities, duties and authority granted permanent boards or commissions, shall be enumerated by ordinance. All appointments to permanent boards, commissions or committees shall be made by the mayor with the advice and approval of the council, and members of permanent boards, commissions or committees may in like manner be removed. Members of all such boards, commissions or committees shall serve without compensation, but actual and necessary expenses may be allowed by ordinance in the case of permanent boards, commissions or committees, or with prior approval of the mayor and city council for all other boards, commissions or committees. Unless otherwise specifically provided, each such board, commission or committee shall provide its own manner of organizing, but shall maintain such records and make such reports as the mayor and city council may require or request.

Credits

S.L. 1967, ch. 429, § 74; S.L. 1987, ch. 24, § 1.

I.C. § 50-210, ID ST § 50-210

Statutes and Constitution are current with effective legislation through Chapter 341 of the 2020 Second Regular Session of the 65th Idaho Legislature, which convened January 6, 2020 and adjourned March 20, 2020.

End of Document

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AGREEMENT TO PROVIDE SUPPLEMENTAL LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made effective the ____ day of _____, 2022, between Robert Norris, Kootenai County Sheriff (hereinafter referred to as the “SHERIFF”) and Kootenai County, a political subdivision of the State of Idaho, P.O. Box 9000, Coeur d’Alene, Idaho 83816-9000 (hereinafter collectively referred to as the “COUNTY”), and the City of Dalton Gardens, a municipal corporation organized under the laws of the State of Idaho, 6360 N. 4th Street, Dalton Gardens, Idaho 83815 (hereinafter referred to as the “CITY”).

WHEREAS, the CITY desires to enter into a contract with COUNTY for the performance of Supplemental law enforcement services, within the corporate limits of said CITY, over and above the law enforcement services which the County already provides; and,

WHEREAS, the COUNTY agrees to render such Supplemental law enforcement services by the CITY under the terms and conditions set forth herein; and,

WHEREAS, this Agreement is authorized and provided for by the provisions of Sections 31-604, 50-301, and 67-2332 of the Idaho Code.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERMINATION OF PRIOR CONTRACTS. The COUNTY and CITY agree that all prior agreements to provide law enforcement services are superseded by this Agreement. All vehicles, equipment and other personal property purchased pursuant to the terms of prior agreements shall be deemed the property of the COUNTY.

2. LAW ENFORCEMENT SERVICES. The COUNTY presently provides minimum law enforcement services within the corporate limits of the CITY (hereinafter the “protected area”),, twenty-four (24) hours each day, including but not limited to motor patrols during daytime and nighttime hours and will continue to do so notwithstanding any other provision of this Agreement or cancellation of the same.

3. SUPPLEMENTAL AND ADDITIONAL LAW ENFORCEMENT SERVICES. The COUNTY agrees to employ, furnish, and supply all necessary personnel together with their equipment, supplies, and supervision, vehicles and equipment with maintenance, jail and communication facilities, records and record keeping, and such other items as are reasonably necessary to provide Supplemental law enforcement services within the corporate limits of the CITY under the following terms and conditions:

a. The COUNTY shall assign a full-time deputy sheriff to provide such Supplemental law enforcement services within the corporate limits of the CITY consisting of 2,080 working hours per year.

- The CITY Mayor will select the deputy from the individuals who have submitted a memorandum of interest.

- The assigned deputy is to meet the expectations of the City Mayor who will generally assign work hours/days and specific duties (to include but not limited to: patrol, code enforcement, neighbor watch, etc.), subject to change at the sole discretion of the SHERIFF.

b. In the event the CITY believes it will need Additional law enforcement services, above the Supplemental law enforcement services, the CITY shall notify the COUNTY of its need for such Additional services, and the COUNTY will provide, at the sole discretion of the SHERIFF, the Additional law enforcement services.

c. Notwithstanding any provision in this Agreement, the parties understand and agree that the Sheriff may, in his sole discretion, divert assigned personnel and equipment to other locations within the County on occasion as service demands require for specific incidents.

d. The Kootenai County Sheriff's Office, located at 5500 N. Government Way, Coeur d'Alene, Idaho 83815, will be used as an operations base for all law enforcement services contemplated hereby.

e. The personnel used by the COUNTY to provide the law enforcement services shall remain under the jurisdiction and control of the COUNTY while these services are being rendered. The COUNTY shall be responsible for setting and maintaining the standard of performance of such personnel.

f. Any arrests made within the protected area, and citations issued for misdemeanors or infractions that occur within the protected area during the timeframe for which the COUNTY is providing the law enforcement shall be deemed CITY arrests and citations for the purpose of prosecution and distribution of penalties, fines and forfeitures.

g. When specifically working traffic enforcement details within the CITY the COUNTY'S focus will be speeding vehicles, commercial traffic using restricted roadways in the CITY and/or other needs as requested by the CITY.

4. EMPLOYEES OF COUNTY. It is agreed that law enforcement personnel shall remain employees of the COUNTY for all purposes, including the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is agreed that the CITY shall not be liable for compensation or indemnity to any of the employees of the COUNTY for injuries or sickness arising out of the performance of COUNTY protection of the protected area, and the COUNTY hereby agrees to indemnify and hold harmless CITY from any liability for such a claim.

5. GENERAL LIABILITY. To the extent allowed by Idaho law, including Article VIII § 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code § 6-901, *et seq.*), the CITY and the COUNTY agree to hold one another harmless and indemnify the other from any and all liability, loss, damage or claims that either may suffer arising out of or in connection with the

actions of the other's employees rendered pursuant to this Agreement. It is mutually recognized that the COUNTY is responsible for performance of the law enforcement services addressed hereby. Both parties agree to cooperate with the other to the greatest extent possible in the defense of any claim brought against either party.

6. INSURANCE. Both the COUNTY and the CITY agree to obtain and keep in force during their performance under this Agreement a comprehensive general liability insurance policy in an amount sufficient to comply with the liability limits established by the Idaho Tort Claims Act, and for all other claims a minimum of \$1,000,000.00. Such policies shall name and protect each respective entity, all employees, officers, agents and employees, from and against claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CITY'S or the COUNTY'S acts pursuant to this Agreement. Each party shall provide proof of liability coverage as set forth above to the other prior to commencing the performance as herein provided. Both parties shall be independently responsible for their actions consistent with the principles embodied in the Idaho Tort Claims Act.

7. ADMINISTRATION. Each of the parties has designated an officer or employee to be its administrator of this Agreement for the purpose of coordinating the efforts of CITY and COUNTY employees in requesting and performing the additional law enforcement services. The CITY designates the elected Mayor, or his/her designee, as its administrator. The COUNTY designates the SHERIFF, or his designee, as its administrator. All communications between the parties with regard to this Agreement and the providing of COUNTY protection shall be made between these parties or their respective designees. Each party agrees to provide full cooperation and assistance to the other, so as to facilitate the performance of this Agreement.

8. COMPENSATION. As compensation for the assignment of the additional full time deputy sheriff to provide Supplemental law enforcement services, the CITY shall pay the COUNTY the sum of \$146,000.00 annually.

If requested by the City, as compensation for Additional law enforcement services provided by COUNTY, the CITY hereby agrees to pay to the COUNTY a sum equivalent to the then-current overtime rate per hour of the deputy providing such Additional services, plus benefits. The total Additional services provided by the COUNTY and the compensation paid by the CITY shall not exceed Twelve Thousand Dollars (\$12,000.00) during the term of this Agreement, unless otherwise agreed upon by the parties, in writing.

The COUNTY will provide the CITY with a monthly invoice for all Supplemental and Additional law enforcement services rendered, which shall include the hours spent on such services. Invoices shall be payable within thirty (30) days from the date of the invoice. The amount of compensation for County services may be modified or amended only by an agreement in writing. The compensation shall be tracked through the COUNTY'S budgetary process.

9. TERM OF AGREEMENT. This Agreement shall be effective commencing on the _____, and continue in full force and effect through the 30th day of September, 2022. The term of this Agreement may be extended by the parties by agreement in writing. Either party may terminate this Agreement, with or without cause, by providing thirty (30) days written notice.

10. GENERAL PROVISIONS. This Agreement represents the entire agreement of the parties hereto, and all other contracts, oral agreements or any other memoranda between the CITY and COUNTY regarding law enforcement activities are not affected hereby. This Agreement may be modified only by a writing executed in the same form and manner as this Agreement has been executed. The terms and conditions of this Agreement shall be governed by the laws of the State of Idaho. Jurisdiction and venue for any legal action arising from the terms of this contract shall be in the District Court in Kootenai County, Idaho.

11. RECITALS. The above and foregoing recitals shall be considered a part of this Agreement for all purposes and interpretations.

IN WITNESS WHEREOF, the parties have approved this Agreement by their respective governing bodies on the dates set forth below, and this Agreement has been signed and attested by the authorized officials of each party.

DATED this _____ day of _____ 2022.

CITY OF DALTON GARDENS

ATTEST:

By: _____
Dan Edwards, Mayor

By: _____
Teresa Janzen, City Clerk

DATED this _____ day of _____ 2022.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

**ATTEST:
JIM BRANNON, CLERK**

By: _____
Chris Fillios, Chairman

By: _____
Deputy Clerk

By: _____
Bill Brooks, Commissioner

By: _____
Leslie Duncan, Commissioner

DATED this _____ day of _____ 2022.

KOOTENAI COUNTY SHERIFF

By: _____
Robert Norris, Sheriff

MEMORANDUM OF UNDERSTANDING

Dalton Water Association, Inc., a non-profit corporation, and the City of Dalton Gardens, a municipality enter into this Memorandum of Understanding (MOU) in a cooperative effort to provide the citizens of Dalton Gardens with fire protection.

WHEREAS, the Dalton Water Association provides domestic water to its members, but is not responsible for providing fire protection services;

WHEREAS, the City of Dalton Gardens desires to provide fire flow protection for its citizens, but does not have a domestic water system;

WHEREAS, the majority of members of the Dalton Water Association are also residences in the City of Dalton Gardens;

WHEREAS, lower ISO fire ratings are given to areas with fire hydrants, resulting in lower fire insurance premiums;

WHEREAS, the City of Dalton Gardens and the Dalton Water Association previously entered into a fire hydrant agreement which allowed the City to have installed on the water mains of the Dalton Water Association fire hydrants to provide fire protection flows;

WHEREAS, recent Idaho Supreme Court cases have created concern that the agreement may be void;

WHEREAS, the City of Dalton Gardens and Dalton Water Association continue to desire to provide fire flow protection by means of installation of fire hydrants on the water mains:

NOW THEREFORE, in consideration of the mutual interests and benefits to be derived from the cooperative efforts of the parties, the parties agree as follows:

1. The City of Dalton and Dalton Water Association agree that all prior agreements to provide law enforcement services fire hydrant assemblies and fire flow protection -are superseded by this Agreement.

2. The City of Dalton Gardens shall purchase the assembly and hydrants for installation on the water mains.

3. Dalton Water Association shall install and maintain the water hydrants while this memorandum of understanding is in force and effect. Repairs costs and necessary purchases of maintenance parts by the Association shall be invoiced to the City. -Dalton Water Association shall be liable only for negligent installation and negligent maintenance of the water hydrants. Nothing herein shall be construed as a guarantee by the Dalton Water Association of any certain fire flows to the City of Dalton Gardens or the public at large.

34. The City of Dalton Gardens shall insure ~~the-its~~ water hydrants. Subject to the limitations of Idaho law, including Article VIII § 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code § 6-901, et seq.), ~~The-the~~ City of Dalton Gardens indemnifies, holds harmless and agrees to defend the Dalton Water Association against any and all suits, claims, losses, actions, damages or liability of every kind, nature and description, including costs, expenses and attorney fees, that may be incurred related to Dalton Water Association allowing fire hydrants to be installed on Dalton Water Association's water main, ~~and which are caused solely by the negligent or other wrongful acts of the City of Dalton Gardens.~~ This indemnification shall survive the termination, cancellation or expiration of this Agreement.

45. No later than May 15, Dalton Water Association shall provide the City of Dalton Gardens an annual inventory of hydrants that are installed, ~~and those that are in available in the warehouse to replace defunct hydrants~~ The City shall maintain its own inventory of replacement hydrants as needed. ~~The Association shall annually communicate its R~~ecommendations and requests from Dalton Water Association's water master for repair and replacement of hydrants ~~shall accompany the inventory.~~

56. The City of Dalton Gardens shall supply the Dalton Water Association with ~~at least two (2)~~ the number of hydrants needed each year to use for as replacements ~~as needed.~~

67. Dalton Water Association shall work cooperatively with the Kootenai Fire & Rescue to develop a flushing schedule.

78. There shall be no charge to the City for water used to suppress a fire.

89. Any party hereto has the right to terminate this MOU for any reason by giving thirty (30) days notice in writing to each party to this MOU. Once terminated, Dalton Water Association shall have no continuing obligation to provide fire flow protection or leave the hydrants in place on its water mains.

910. This MOU may be amended or supplemented by mutual agreement effectuated in writing and duly executed by the parties.

110. This MOU shall be in full force and in effect when signed by all parties.

142. Each party hereby warrants that its participation and execution of this MOU has been duly approved by its governing board.

123. All notices, requests and other communications under this MOU shall be in writing, and shall be (a) delivered personally, (b) sent via FedEx or similar private express mail service (hereinafter "FedEx"), (c) sent via facsimile, or (d) mailed, postage prepaid, and addressed as follows:

Dalton Water Association
Attn: Office Manager
6360 N. 4th Street

Dalton Gardens, ID 83815

City of Dalton Gardens
Attn: City Administrator
6360 N. 4th Street
Dalton Gardens, ID 83815

EXECUTED and EFFECTIVE THIS ____ - day of _____, ~~2017~~2023.

DALTON WATER ASSOCIATION, INC.

Kevin Kirking, Chairman

CITY OF DALTON GARDENS

By: _____

Its: _____

|

ATTEST:

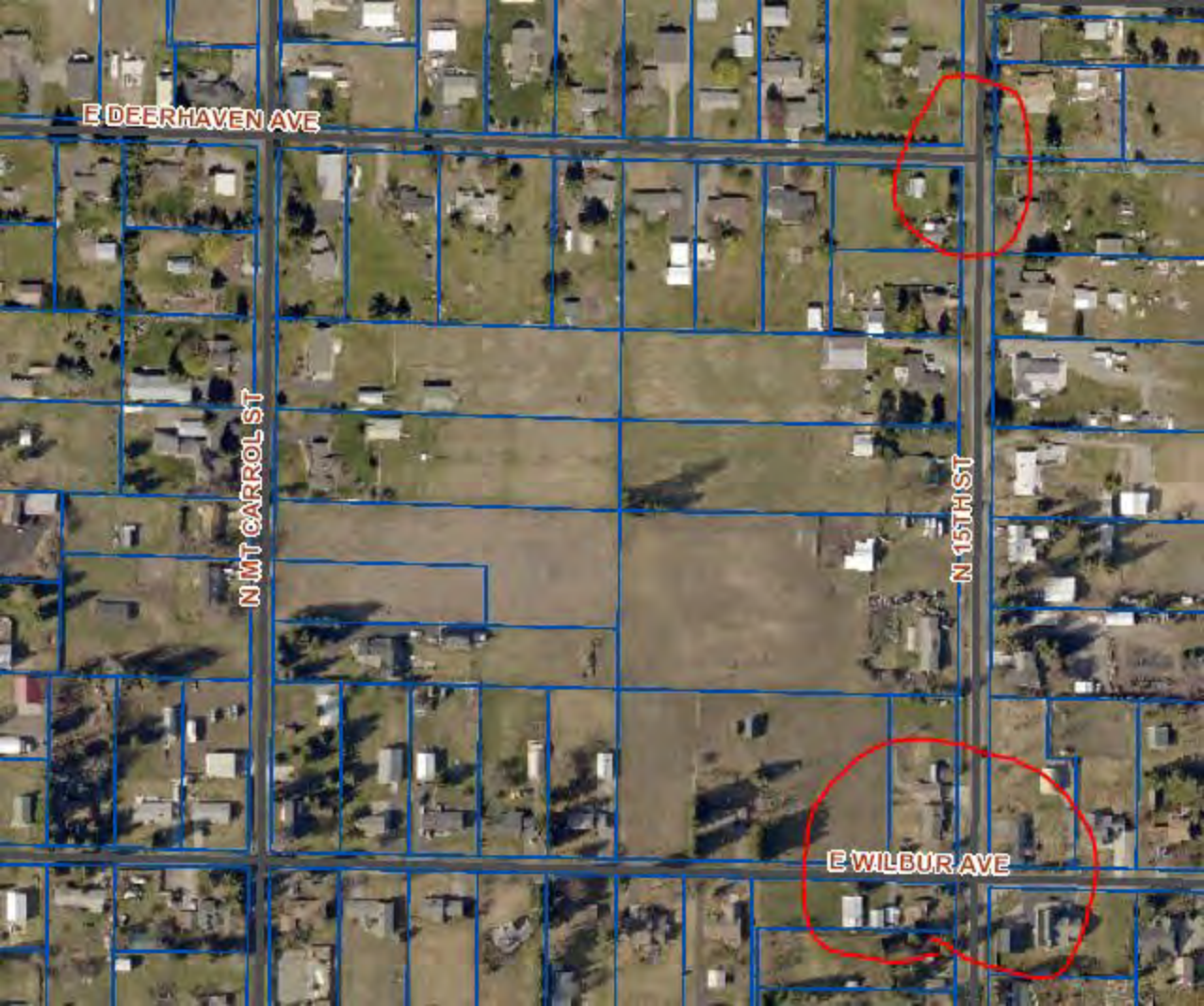
City Clerk

E DEERHAVEN AVE

N MT CARROL ST

N 15TH ST

E WILBUR AVE





LASERFICHE CLOUD

Project proposal: Laserfiche Cloud
Client: City of Dalton Gardens
Delivered on: 4/11/2022
Submitted by: CJ Runge



Synapse

LASERFICHE CLOUD

Laserfiche Cloud Features

LASERFICHE CLOUD

Laserfiche Cloud is enterprise content management with built-in business process management tools in a secure and scalable Software-as-a-Service (SaaS) subscription. It enables organizations to securely manage and share documents, emails and other content as they flow through organizational processes.

FEATURES INCLUDED IN BUSINESS TIER

- Advanced Audit Trail
- Data Encrypted at Rest
- Automated and Encrypted Backups
- Intrusion Detection
- Automated Feature and Security Updates
- Laserfiche Connector (software Integration Tool)
- SDK (software development Kit)
- Surveys
- Process Automation (forms & Workflow)
- Centralized User management
- Quick Fields Complete X10 (all QF modules)
- Workflow Bots for Process automation
- Forms Portal (unlimited)
- Records Management
- Public Portal (unlimited connections/downloads)

Cloud Integrations:

- Microsoft 365 Integration with Simultaneous Editing
- Integration with SharePoint
- Integration with Microsoft Dynamics 365 CRM
- Integration with Redtail CRM
- Integration with DocuSign

SCOPE OF SERVICES

Overview

The Laserfiche system and services will consist of software installation, configuration, training and support as outlined the scope of services.

Subscription Term

The Laserfiche municipal subscription is renewed on an annual basis. Dalton Gardens is free to choose not to renew its subscription if it chooses. Dalton Gardens is also free to choose its Laserfiche support provider. Should Dalton Gardens choose not to renew its Laserfiche subscription, it has the ability to download the entirety of the contents it has stored in the Laserfiche system. The one year subscription term begins after the subscription purchase and renews one year after the system activation.

Timelines

The Laserfiche system order will be placed after our team has received payment or a PO from Dalton Gardens. Our team will coordinate a kick off call with Dalton Gardens. In this kick off call we will cover the following:

- **Laserfiche users/licensing** (we need your assistance to identify the users who will be receiving licenses).
- **Access levels and rights:** We want to identify users/groups and what their rights and access levels will be in the Laserfiche system.
- **Folder structure** We can assist with creating a strategy with your repository folder structure. This will mostly determine how we set up your security.
- **Scheduling user training** We will want to schedule two main training sessions, one for power users and one for general users. Additional training sessions are available upon request at no additional charge through the duration of the system subscription.

Support

Laserfiche system support includes the following:

- Installation of new product releases, updates and hot fixes as needed or requested by the client.
- An account for Laserfiche Answers, and the Laserfiche support site.
- Access to the large library of technical white papers, help files and educational materials.

- Break-Fix support of all installed Laserfiche software, Weekdays 8am-5pm MT. Most requests are resolved immediately. A client can expect an open ticket and response within 1 hour of a request being made. Requests rarely take longer than one business day to resolve depending on the nature of the request. After hours and weekend support is available depending on the severity of the issue and is handled by our team on a best effort basis. After hours and weekend maintenance is also available on a scheduled basis.

PRICING

Laserfiche Cloud Licensing (renewed annually)

Description	Unit	Qty	Price
100 Laserfiche Full Users (Business Tier)	\$5,900	1	\$5,900
Total			\$5,900

The site license above is will also include:

- Unlimited Public/Ready Only Portal
- Public Forms Portal
- Professional Forms, Payment Portal, Mobile App
- Server data encryption
- Records Management(can automate document retention policies)
- 10TB of storage space(up from 400GB)

Configuration & Training

Description	Price	Qty	Subtotal
Configuration, & Training (one time fee)	\$2,250	1	\$2,250
Subtotal			\$2,250
Synapse Promo (50%)			-\$1,125
Total			\$1,125
Total Savings			\$1,125

Grand Total

Description	Unit	Qty	Price
100 Laserfiche Full Users (annual) Business Tier	\$5,900	1	\$5,900
Configuration, & Training (one time fee)	\$1,125	1	\$1,125
Total			\$7,025

NEXT STEPS

1. Please read the scope of services on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please sign the proposal.
4. Once we receive the signed proposal, we'll contact you shortly to sort out next steps and get the project rolling.
5. If you'd like to speak to us by phone, do not hesitate to call 530-588-0767

Synapse Technologies

City of City of Dalton Gardens



**CITY OF DALTON GARDENS
CODE COMPLIANCE
PROGRAM MANUAL**

Policies and Operating Procedures

April 8, 2022

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Preface

Code enforcement in Dalton Gardens is a priority of the City Council. The Council believes the policies and procedures in this manual will enhance code compliance and thereby the quality of life in Dalton Gardens.

With the recognition that code compliance efforts must be prioritized and cost-effective, the City is tasked to administer its code in an efficient manner. By the guidance of this 2022 manual, the City of Dalton Gardens' Code Compliance Program will continue protecting and enhancing the city's quality of life.

Purpose

The purpose of the Dalton Gardens' Code Compliance Program Policy and Procedures Manual (hereafter "manual") is to provide written guidelines for:

- A.** The prioritization of code enforcement cases;
- B.** Initiation and investigation of code violation complaints;
- C.** Enforcement of City Code through voluntary compliance;
- D.** Prosecution of code violators who do not comply;
- E.** Sanctioning of code violators and the assessment of fines and penalties; and
- F.** Recovery of the City's investigation and enforcement costs.

These written guidelines are intended to increase consistency and predictability within the City's Code Compliance Program, and to educate City residents and property owners about code compliance and the consequences of violating the City's Code.

Interpretation

This manual describes the standard policies and procedures for code compliance, and should be interpreted so as to maximize both the efficiency of the program and operations as well as compliance with City Code. This manual should be followed unless otherwise directed by the Planning Administrator or designee, the Mayor or designee, or the Dalton Gardens City Council.

Applicability

Policy: This manual applies to all code compliance administered by the City of Dalton Gardens, its employees and agents. Except as otherwise provided, the policies and procedures in this manual apply to all alleged code violations whether or not they existed or were known by the City on the effective date of this manual. The policies and procedures in this manual supersede any conflicting City policies and procedures.

Non-Applicability to Covenants, Conditions and Restrictions. Many subdivisions and planned communities are subject to private, recorded covenants, conditions and restrictions (CC & Rs). The City's policy is not to enforce private CC & Rs.

Non-Applicability to Private Legal Action. Residents may undertake private legal action to enforce City Code, including civil litigation against the alleged code violator, as well as personally filing citations and prosecuting City Code violations in court. The policies and procedures in this manual do not apply to private legal action to abate violations. Neither should they be interpreted to suggest that the City will participate in such private legal action.

Part 1: Policies

The City of Dalton Gardens- hereafter identified as 'City'

Policy 1: Priorities for Code Enforcement

Policy: City staff and contractors shall attempt to investigate and resolve all code violations within budget and staffing resources. However, because of limited code compliance resources, there may be times when all code violations cannot be given the same level of attention and some code violations may receive no attention at all for a period of time as determined by the planning administrator and city staff.

In circumstances where not all code violations can be investigated, the most serious violations, as determined under the priorities set forth in this section. The criteria for enforcement of priority cases shall be addressed before the less serious violations are addressed, regardless of the order in which the complaints are received. However, complaints alleging both priority and non-priority violations should be processed together to maximize efficiency.

A. Priority Cases.

The City Council has established the following order of priorities for City of Dalton Gardens code violations:

1. Violations that present an imminent **threat to public life, health and safety;**
2. **Right of way obstructions** (trees, leaves falling, line of sight, etc.)
3. Violations which impact the **City's Sewer Management Agreement** with the Idaho Panhandle Health District, to include:
 - a. Septic pumping violations
 - b. Multiple dwelling units on single parcel
 - c. Water usage overage in the Commercial District
4. **Solid Waste** Code violations; **Nuisances; Inoperable Vehicles; Building Code** violations consisting of ongoing non-permitted construction or failure to obtain permits;

5. Land use violations.

B. Lower Priority Cases

Policy: Complaints alleging code violations that do not fall within the priority ranking above should be processed in the order in which the complaints are received, and as code enforcement resources allow.

Exception. At the discretion of the planning administrator and in consultation with city staff, complaints may be processed in any order that maximizes the efficiency of enforcement.

Procedure: All complaints concerning a particular type of code violation (e.g septic pumping violations), or all complaints of violations occurring on a particular property, may be processed together, regardless of the order in which the complaints are received.

Policy 2: Initiation of Code Enforcement

Code enforcement may be initiated by any of the following methods:

A. Resident Complaints.

Any person may make a complaint to the City alleging one or more code violations.

1. Form. A resident may initiate a complaint by submitting a code enforcement complaint via the OpenGov online portal (www.daltongardens.com/permits). If a resident submits a complaint by phone or written communication other than a completed complaint form via OpenGov, City staff shall complete the complaint form in OpenGov on their behalf. If the City receives a written complaint other than the City-approved complaint form via OpenGov, the written complaint shall be attached to an OpenGov complaint form completed by City staff. To be investigated, a resident complaint must contain all information required on the complaint form.

2. Anonymous Complaints

Policy: The City's policy is to not accept anonymous City Code violation complaints.

The City believes that anonymous complaints are not as reliable as those made by complainants who are willing to identify themselves. In addition, in many cases, the complainant's identification and testimony in court may be necessary for successful prosecution of Code violators and code enforcement.

Exceptions. The City recognizes there may be cases justifying an exception to this policy. These are cases where the nature of an anonymous complaint reliably suggests the existence of code violations presenting an imminent threat to public life, health and safety or to the environment,

which threat easily may be verified by City staff. In such cases, as determined by the Planning Administrator designee, city staff shall accept the anonymous complaint for investigation.

3. Confidentiality

Policy: The City's policy is to maintain the confidentiality of code enforcement complaint files and computer records, including the identity of the complainant, to the extent legally possible. The City believes it is important to maintain this confidentiality to assure effective investigation and prosecution of code violations. In addition, the City recognizes that some complainants do not want their names disclosed to the alleged code violator for fear of retaliation. However, in some cases it may be necessary for successful prosecution and enforcement for the complainant to be identified and to testify in court.

Exceptions. In cases where the City chooses to cooperate with, or defer to, federal or state agencies for code enforcement, the contents of the file may be disclosed, as necessary, to the other agency.

Procedure: In order to maintain the confidentiality of code enforcement complaint files and the identity of the complainants, while assuring effective prosecution and enforcement and compliance with state law, the following procedures apply:

- a. Code enforcement files will be maintained as confidential files throughout investigation, violation prosecution and/or other types of code enforcement to the extent legally permissible.
- b. The contents of code enforcement files will not be disclosed to anyone other than City staff who have a reason to know about and who are involved in the investigation, or to similar staff of an agency with which the City is cooperating. The contents of the file will not be disclosed to any other person absent court order, until: 1) the investigation is complete and a citation discovery request is made; or 2) the file is closed and disclosure is made pursuant to the public records law.

B. Observation by Code Compliance Staff

Code compliance staff often observe additional potential City Code violations while conducting complaint investigations. Such observations may form the basis for additional investigation and enforcement action.

Policy: The City's policy is that code enforcement staff (within budget and staffing resources) document any potential code violations the staff observes on property that is the subject of their current investigation. Code enforcement staff shall investigate documented additional potential violations. If substantiated, staff may address noted additional violations. Staff may also document and address code violations observed on any property adjacent to the subject property, which violations are observable from the subject property.

C. Observation by City Staff.

In many cases, City staff may be in a unique position to observe potential code violations. For example, a property appraiser in the Assessor's office may be the only person able to observe new construction for which there is no permit.

Policy: Any County staff member may report to code enforcement staff possible Code violations observed while conducting County business.

Procedure: Reports by City staff under this subsection shall be made on a complaint form provided by city Code Compliance Staff.

D. Observation by City Councilor.

A City Councilor may report a potential code violation, or request that code enforcement staff investigate a resident report of a potential code violation by submitting a complaint form via OpenGov or in any other written form or requesting city staff to submit a complaint form on behalf of the Councilor member, along with necessary information to initiate an investigation.

E. Proactive Code Enforcement.

Within available code enforcement resources, the City may undertake a number of City-initiated procedures for proactive code enforcement. These procedures may include:

1. Investigations and prosecutions of code violations in particular geographic areas;
2. Investigations and prosecutions of code violations of a particular type throughout the City;
3. Timely and regular follow-up by city staff for compliance with conditions and requirements for permits and approvals;
4. Reporting by City staff of code violations observed while conducting City business;
5. Examination and comparison of City files for evidence of code violations;
6. Revocation of permits and approvals for failure to comply with requirements or conditions;
7. Cooperation with code compliance by other regulatory and licensing agencies; and
8. Cooperation with utility companies to terminate service, to the extent authorized by law, to non-permitted uses on property.

F. Permit /Approval Condition Monitoring by City Staff.

The City routinely issues land use, environmental and construction permits with a variety of requirements and conditions, and timelines for meeting them. For example, a land use approval may require landscaping the site by a certain date, and building permits expire if construction progress and inspections are not made within periods set by state law. Code violations occur when these permit and approval conditions are not timely met.

Policy: The City's policy is that city staff may conduct timely and regular monitoring of conditions of approval and similar permit requirements for all permits and approvals.

Procedure:

1. All persons issued permits or approvals shall be given written notice of the consequences of failure to comply with requirements and conditions, including potential code enforcement.
2. If any permits and approvals are found not to be in compliance with conditions of approval or other permit requirements, staff in the appropriate city division assigned to the permit or approval monitoring shall undertake appropriate action to obtain compliance.
3. If the assigned city staff are unable to obtain compliance within a reasonable time established for that purpose, they shall report the violation and any enforcement action already taken to City staff for further code enforcement action.

G. Information from Official City Records.

Potential code violations may be discovered by examining the County's own official records. For example, cross-referencing between the Assessor's records and city's records may reveal construction or land use activity without necessary permits or approvals. City staff may also discover code violations by comparing the City's own land use, environmental health and construction permit records with each other.

Policy: city staff may regularly compare all pertinent County records to identify potential Code violations.

Procedure: Code violations discovered through comparison of information in County files shall be reported to Code Compliance on a complaint form.

Policy 3: Investigation

When code compliance staff initiates an investigation, they may provide notice to any local governmental agency or other city department that may have an interest in the alleged code violation.

A. Preliminary matters.

At the beginning of each investigation, the following shall be established:

1. **Jurisdiction.** The property upon which the alleged code violation exists must be in the City's code enforcement jurisdiction.
2. **Zoning.** The zoning of the subject property shall be determined.
3. **Permit Status.** The status of any land use, building, electrical, construction (including, but not limited to structural, mechanical, plumbing) or other similar permits on the subject property shall be determined.

4. **Property Ownership.** All persons with a recorded legal interest in the subject property should be identified. These persons should include the owners, contract purchasers, lessees and lienholders or other security interest holders.
5. **Other Potentially Responsible Persons.** In addition to the persons listed in subparagraph 4 of this paragraph, any other persons potentially responsible for the alleged code violation(s) should be identified. These persons could include tenants, construction and landscape contractors and excavators.
6. **Identification of Applicable Code Provisions.** Code compliance staff, with the assistance of other city staff, shall identify the pertinent provisions of the City Code that may have been violated according to the complaint.
7. **Prior Complaint History.** Code compliance staff shall examine City records to determine the existence and status of any prior or existing code violation complaints on the subject property or concerning the alleged violator.

B. Field Investigation

1. **Purpose.** The purposes of code enforcement field investigation are to:
 - a. Verify the existence and severity of code violations.
 - b. Document code violations by means of written notes, photographs, witness interviews, etc.
 - c. Obtain supporting evidence such as photographs, measurements, names and statements of potential witnesses, etc.

2. Preparations and precautions

Policy: : Code Compliance staff and other assigned City staff, as well as members of the public, should not be exposed to unreasonable risks of violent confrontation or injury during the course of field investigations. Code Compliance staff and other assigned City staff shall take whatever actions are reasonable and necessary to minimize the known risk of violent confrontation or injury to themselves or others in conducting their field investigations.

Procedure:

a. Announced/Unannounced Field Visits. At the discretion of Code Compliance staff or other assigned City staff, a field visit to the vicinity of the subject property may be conducted without prior notice to the property owner, occupant or alleged code violator. The determination of whether or not to give prior notice shall be made on the basis of the following criteria:

1. the nature of the alleged violation
2. Whether or not prior notice will make detection and documentation of the alleged violation more difficult.
3. Whether or not prior notice will unnecessarily increase the known risk of violent confrontation or injury to Code Enforcement staff or other assigned CDD staff.

C. entering Upon property or premises

Policy: It is the City policy that Code Compliance staff and other assigned city staff shall not enter upon private property or premises to conduct a field investigation without authority to enter.

Procedure: Code Compliance staff may enter unposted property to seek permission to investigate on the premises. Unless permission is granted, the investigation shall be conducted from public roads or property where permission to enter has been granted. If Code Compliance staff or other assigned City staff does not have permission or other authority to enter upon property or premises, and entry upon the property or premises is necessary to conduct the investigation, Code Compliance staff or other assigned City staff shall consult with City Legal Counsel about obtaining a search warrant.

C. report of investigation

report. Upon completion of the initial investigation, Code Compliance staff or other assigned City staff shall complete a report of investigation in the Case Record. The Field Investigation Report should be completed as soon as reasonably possible after the date and time of the field visit to ensure a complete and accurate report.

1. The report shall include at least the following information:
 - a. name of investigator
 - b. Date, time and place of field visit
 - c. Code violation(s) observed
 - d. If no code violation(s) observed, an explanation
 - e. Witnesses, if any, interviewed and other persons present, if known, on site at the time of the investigation
 - f. Evidence, if any, obtained (e.g., photographs)
 - g. Discussion, if any, of violation with owner, occupant or other responsible person
 - h. Action necessary, if known, to correct violation
 - i. Recommended enforcement action
2. **Complainant Notification.** Upon completion of the initial investigation, Code Compliance staff shall notify all resident and other agency complainants of the status of complaint investigation. This notification should include information on whether a case will be opened, the reason a case will or will not be opened, and name and contact information of the staff member assigned the code enforcement case.

Policy 4: Resolution of Code Complaints

It is the City's policy to attempt to reach final, satisfactory resolution of all code violation complaints. However, the City recognizes that not all complaints may be resolved successfully, due to factors outside the City control. These factors can include the indigence of the code violator, the lack of City or other resources to assist the violator, statutory limitations on potential fines or other penalties for code violations, and the large number of complaints to be resolved.

Therefore, the City shall focus its code enforcement resources on the code violations that meet the priorities set forth in this manual, and attempt to resolve those violations within a reasonable period. It is the City's policy not to close a case until it is resolved.

Procedure:

A. File Closure. A code violation complaint will be resolved by file closure in the following cases:

1. When no code violation is found after investigation
2. After there is voluntary compliance
3. After a notice of violation has been issued and the property owner or other responsible person has corrected the violation(s)
4. When the property on which the violation exists is sold or transferred and a new Code Enforcement case is opened in the name of the new owner.

B. Notice of Resolution. The City shall notify the complainant when the complaint is resolved, describing the resolution.

C. Alternate Methods of Resolution. The City may explore alternate methods to resolve Code violations including mediation.

Part 2: Standard operating procedures

The following operating procedures have been identified to encourage compliance with the City of Dalton Gardens City Code.

Step 1: Determine nature of complaint

As stated in Policy 1.A, all complaints must be received and recorded via OpenGov. Staff will then determine the nature of the complaint, and whether the complaint constitutes a code violation as outlined in City Code.

Outcomes / actions:

- 1) Does not constitute a code violation. Inform the complainant that the case may be a civil matter involving law enforcement and/or legal advisors. Close case.
 - 2) Complaint is a code violation. **Proceed to step 2.**
-

Step 2: Seek informal resolution and voluntary cooperation

Seek out informal resolution and voluntary cooperation.

Call or meet with the property owner to inform them that a complaint has been filed and to discuss the nature of the complaint. Discuss consequences of the violation if not remedied.

Outcomes / actions:

- 1) Issue a voluntary compliance request letter which describes the nature of the complaint, address, code references, required abatement / statement of remedial action, and deadline (**Immediate remediation requested with a 14 day city follow-up**). Describe potential escalation proceeding (if not abated), and the potential for hearings (and appeals), fines, liens or other penalties.
- 2) Prepare a written report of the nature of the complaint and any code enforcement history on the property (if known), to include current complaint, photography (if available), and any interaction with the property owner. Record written report in the case record in OpenGov. If applicable, describe the agreed upon voluntary compliance / correction agreement and the time frame for complying.
 - a. Revisit the case at the end of the voluntary compliance time frame.
 - i. If compliance / abatement has been achieved, then the case is closed.

1. Issue letter to property owner and complainant that compliance / abatement has been achieved. Case is closed.
 - ii. If compliance / abatement has not been achieved within the voluntary compliance time frame, then **proceed to step 3**.
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Step 3: Issue order and notice of violation

For cases in which voluntary cooperation is not achieved, then a letter of violation is sent via certified / registered US mail.

Outcomes / actions:

- 1) A **notice of violation** is issued via certified / registered mail which describes the nature of the complaint, code references, required abatement and potential for hearing, fines, liens or other penalties.
 - a. If voluntary compliance is agreed upon, then **revert to Step 2(2)**.
 - b. If voluntary compliance is not achieved, then refer to escalation provisions as described in the Dalton Gardens City Code for specific violation types: A.) Inoperable Vehicles, Building code, Zoning (use), unpermitted buildings). A 14 deadline is issued in the notice of violation before appropriate escalation (e.g. penalties, fines, encumbrances, etc.) are levied. **Proceed to step 4**.
 - c. Investigation proceedings.
 - 2) If no action remediation has occurred, Code Enforcement may file a Record a Certificate describing the property and certifying that the property is not in compliance with the code.
 - a. A Record of Certificate is recorded with the county
 - i. Provides for release of the same by recording a notice of release after a determination that the violation has been remedied.
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Step 4: Administrative Enforcement

General Enforcement:

[TO BE DETERMINED]

Specific code violation types:

Per specific code violation case / type, the Mayor shall set a date and time for a public hearing on the matter.

Code Specific Enforcement:

- In the case of **Abandoned or Inoperable Vehicles**, the provisions DGCC 8-3 apply.
 - 1) Abandoned or Inoperable Vehicles can be removed by city employees or by contractor.
 - a. Cost of removal plus actual costs sustained by the city associated with administration of this chapter shall be paid by the party found to have caused or maintained the nuisance within thirty (30) days of the hearing.
 - b. If costs provided for in this section are not paid within thirty (30) days, the costs shall be levied as a special assessment against such property and certified to the tax collector of the county by the clerk as provided by Idaho Code section 50-1008.

- In the case of **Nuisance Violation**, the provisions DGCC 7-8 apply:
 - 1) Upon a valid determination of a nuisance by the city, the abatement of all such aforementioned nuisances may be ordered by the city as herein provided
 - a. the first choice of the city shall always be to pursue informal negotiations prior to issuing an infraction or civil and criminal penalties.
 - b. The city is authorized to enforce the provisions of this article through education, negotiation and may issue notification of nuisance violations; issue orders for abatement; issue citations for violations, and do what is necessary to abate nuisances, which also includes, but is not limited to civil action and recovery of any costs associated with enforcement.
 - c. The city shall not issue building or business permits or licenses of any kind until the nuisance is resolved or abated and the use of the land shall conform in all respects to this code. Exceptions for permits will be allowed only to resolve or rectify the nuisance.

- In the case of **Building Code Violation**, the provisions DGCC 4-1 apply:
 - 1) The building official may elect to use any or all combination of the remedies and penalties set forth in this chapter.
 - a. Issue a notice and order to the record owner of the building containing the street address and a legal description sufficient for identification of the premises upon which the building is located.
 - b. A statement of the building official containing a brief and concise description of the conditions found to render the building or premises in violation of this chapter.
 - c. A statement of the action required to be taken, as determined by the building official, in order to bring the property into compliance with this chapter.
 - d. A statement by the building official establishing a reasonable amount of time, not to exceed sixty (60) days from the date of the notice and order, to allow the record owner

of the property to take such steps as are necessary in order to bring the property into compliance with this chapter.

- In the case of **Land Use Violation**, the provisions DGCC 1-10 apply:
 - 1) The Code Enforcement Officer may issue a notice and order to the record owner of the property containing the violation. The notice and order shall contain the following information:
 - a. The street address and a legal description sufficient for identification of the premises upon which the violation is occurring.
 - b. A statement of the Code Enforcement Officer containing a brief and concise description of the conditions found to render the building or premises in violation.
 - c. A statement of the action required to be taken, as determined by the Code Enforcement Officer, in order to bring the property into compliance.
 - d. The property owner shall have forty five (45) days from the date of mailing of the notice and order, to take such steps as are necessary in order to bring the property into compliance.

- In the case of **Home Based Business License Violation**, the provisions DGCC 3-6 apply:
 - a. The city shall serve notice, by certified mail, to cease activities conducted in violation of the home based business regulations.
 - b. Such notice shall be headed "NOTICE TO CEASE NON-PERMITTED HOME BASED BUSINESS ACTIVITY", shall contain a description of the property, shall describe the ordinance section(s) violated, shall specify the penalty provisions of this chapter, and shall specify the appeal process specified by this chapter.
 - c. The property owner or resident shall stop all work associated with the permit until authorized by the city to proceed. The city may also withhold further issuance of permits

- In the case of **Septic Pumping Violation**
[TO BE DETERMINED]

- In the case of **Water Usage Overages**, the provisions DGC 7-4 apply:
 - 1) The following enforcement procedures will be utilized in the commercial zoned district to address wastewater quantity overage issues:
 - a. All property owners and business license applicants who own or lease commercially zoned property within Dalton Gardens shall sign a copy of the wastewater restriction document at every new application or renewal.
 - b. For business license renewal purposes, water readings shall occur in March of each calendar year. For use in determining wastewater quantity, water readings from the Dalton water association will be available by March 31 of each year.

- c. Wastewater quantity must be in compliance by July 1 of each year for the city to be able to issue the standard business license.
 - d. The city will contact property owners in writing, by April 15 of each year to inform them of any wastewater quantity overage. It is up to the property owner to determine the cause of the wastewater quantity overage.
 - e. The city will attempt to contact the noncompliant property owners in person by April 15 to begin a wastewater quantity assessment. Once the property owner has determined the cause of the wastewater quantity overage, the property owner will take steps to resolve the issue.
 - f. Once the property owner believes that it has resolved the issue and achieved compliance, the property owner shall provide proof of wastewater quantity compliance to the city by the second week of June of each year to be placed on the council agenda for the first Thursday in July. Proof may be, but is not limited to, receipts of plumbing (leaks repaired) or daily/weekly water meter readings.
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Step 5: Judicial Enforcement

City prosecution of violators to be pursued through all legal remedies permitted in the State of Idaho

[TO BE DETERMINED]