

Regular Council Meeting
Dalton Gardens City Hall @ 6:00 pm
Thursday, February 4, 2021

Meeting will be conducted via teleconference

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

<https://us02web.zoom.us/j/86806021699?pwd=ellrRmp6T2JtYW5LZzJNSExFdjl1QT09>

Password: 396037

PHONE NUMBER: 1 669 900 6833 OR 1 346 248 7799

WEBINAR ID: 882 9903 5185, PASSWORD: 396037

CALL THE MEETING TO ORDER

ROLL CALL

PLEDGE OF ALLIGENCE

PUBLIC COMMENT PERIOD

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

1. ACTION ITEM - CONSENT CALENDAR APPROVAL

- A. Minutes of the Special Meeting December 30, 2020 and Regular Council Meeting of January 7, 2021.
- B. Financial Statement from January 1, 2021 to January 31, 2021 and the claims so listed.
- C. Treasurers Report for 1st Quarter of 2021

2. ACTION ITEM – APPROVAL OF FISCAL YEAR 2019-2020 ANNUAL AUDIT PRESENTED BY MAGNUSON, MCHUGH & ASSOCIATES

3. ACTION ITEM – DISCUSSION/APPROVAL OF THE TOTTEN LANE ANNEXATION & DALTON AVENUE

4. ACTION ITEM – DISCUSSION OF AMENDING TITLE 3, CHAPTER 7 OF DALTON GARDENS MUNICIPAL CODE TO REPEAL AND REPLACE THE EXISTING PROVISIONS FOR PARADES, PUBLIC EVENTS AND ASSEMBLY

5. ACTION ITEM - APPROVAL TO RESCHEDULE THE MARCH CITY COUNCIL MEETING TO MARCH 2ND

6. ACTION ITEM – APPROVAL OF PARK CONTRACT FOR THE FISCAL YEAR 2021 & 2022

7. ACTION ITEM - DISCUSSION/APPROVAL OF ADDING A 3-WAY STOP TO 15TH & DEERHAVEN AND 4-WAY AT 15TH & WILBUR FOR A TRIAL PERIOD OF THREE MONTHS

8. ACTION ITEM - DISCUSSION/APPROVAL OF OPEN GOV SOFTWARE PROJECT MANAGER

9. ACTION ITEM - EXECUTIVE SESSION – Idaho Code 74-206(1)(b): To consider the evaluation, dismissal or disciplining of, or to hear complaints or charge brought against, a public officer, employee, staff member or individual agent.

10. ACTION ITEM - DISCUSSION/APPROVAL OF ACTION RELATED TO BUDGETED EMPLOYEE WAGES

COUNCIL REPORTS

11. ACTION ITEM – ADJOURN

City Hall is ADA accessible. If special accommodations are needed for the disabled, please notify the City Clerk 6360 N. 4th Street, Dalton Gardens, ID 208-772-3698 forty-eight hours in advance of the public hearing.

**City of Dalton Special Council Meeting @ 1:15 pm
Wednesday, December 30, 2020**

Meeting will be conducted via teleconference

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

<https://us02web.zoom.us/j/89786421688?pwd=SlId3NTNrUk96Q1Uyck5sSVJpNFVwQT09>

PHONE NUMBER: 1 669 900 6833 OR 1 346 248 7799

WEBINAR ID: 897 8642 1688. PASSWORD: 608198

CALL MEETING TO ORDER: Meeting was called to order by Mayor Edwards at 1:18 PM and summarized CARES Funds preapproval from the State Controller's Office.

ROLL CALL: Physically present were Councilmembers Robert Wuest, Ray Craft, Mayor Dan Edwards and Teresa Janzen, Deputy City Clerk. Present via ZOOM were Councilmembers Aaron O'Brien, Carrie Chase (joined Zoom late) and Caitlin Kling, City Attorney.

PUBLIC COMMENT PERIOD:

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

Richard Epstein- 7224 Valley St; Concerned about the quickness of bringing the decision before the Council. Questioned why the Deputy Clerk was noted as the point of contact and not the Clerk. Wants everyone to be aware that all of the proposed software runs on a cloud based system which has pros and cons. He is not a fan of cloud based systems. Asked if the software contract would encumber future Councils.

Mayor Edwards responded by talking about the Federal deadlines and our December submission. He also clarified that he assigned the project to the Deputy Clerk and that is why she is listed as the point of contact. He also talked about most Government entities are moving to cloud based systems for data security and access.

Sue Supp- 7024 N 16th; Wanted to know where in the OpenGov contract it talks about where we can cancel at any time and any penalties for cancelling? Asked if BlueBeam and OpenGov were the same software as it is not in the OpenGov contract packet. Asked for clarification if we had changed our accounting software as the line item numbers do not match our budget line item numbers. Asked where the (State Controller's) line items fit into our budget line items.

Deputy Clerk clarified that OpenGov and BlueBeam are separate software and the BlueBeam interface listed on the OpenGov contract is the piece that allows the two software suites to talk to each other. Informed that the line item numbers represented on the spreadsheet are specific for the State Controller's Office and the Clerk would be the one to match the items up to the appropriate line item of the City budget.

Mayor closed Public Comment at 1:31 PM

1. ACTION ITEM – DISCUSSION/APPROVAL OF USE OF CARES FUNDS

RCraft: asked for more than 24 hours to review items for the Special Meeting. Questioned if the City Clerk was involved in the decisions.

Mayor Edwards: clarified that the Clerk was involved as well as Councilmember Wuest, himself and the Deputy Clerk.

AO'Brien: asked for the Deputy Clerk to give the narrative of the timeline and what has been done to get the grant approved.

Deputy Clerk: CARES Funds came available in approx. April 2020. She asked the Clerk a few times from spring to summer 2020 if there were items that the City could benefit from with Cares funds. The Clerk was not interested in it. In the summer, she took it to the Mayor as a proposal of how the funds could benefit the residents in allowing them to do business with the City online versus face to face. By Idaho State Controller's Office Guidelines, everything had to be applied for by 12/11/20. Reviewed the requirements of how to submit request details to the State Controller's Office. Verbal approval of list was given on 12/29/20 but written approval was not given until 12:35 PM on 12/11/20. In the last Council meeting it was talked about that if the CARES Funds were approved we would have to move very fast to approve it.

Mayor: clarified that originally it was believed CARES Funds were for PPE or Personnel costs. However, we learned there were provisions for other items to benefit how the residents access the City.

RCraft: would like to see how we get out of the product if the product is not working for us. Any Penalties

RWuest: recommends City Attorney, Caitlin Kling reviews the contract. Are there any other cities using OpenGov? Deputy Clerk- yes, the State Controller's Office uses it and hundreds of other cities across the US.

CChase: several cities use the Boise Building Services. We have history there that we can utilize instead of spending \$51,000 on OpenGov. Feels the OpenGov software cost does not fall into CARES appropriate expenses and verges on fraud for us to use CARES funds for the software. She does not trust the cloud for our software services. The list is not expenditures necessary due to Co-Vid.

Mayor: clarified that the expenses have already been approved as CARES Funds compliant (by the State Controller's Office).

CKling: Have spoken a lot with the Deputy Clerk regarding CARES Funds. The State is the one who approves the submission of what CARES Funds can be used for. Has had numerous refinements. Last guidance from Treasury was in September 2020. State has approved, as of 12/30/20, all of the items submitted have been pre-approved. Under the Guidance, you have to actually incur the expense from 3/1/20-12/30/20. This is tough to meet as it would be today to approve and order the items. Items can be paid within 90 days but the cost has to be incurred today. Entities cannot enter into long term contracts. 1 year and subject to annual appropriation. She hasn't seen that verbiage but it is common and OpenGov should be able to send that to us as a required condition for our approval today.

CChase: On the front page of OpenGov there is a start date and end date of 2025. Looks like a 5 year commitment.

Mayor: we will make sure it is re-written to be a one year commitment at the 5 year price in writing.

CChase: we tabled the discussion on BlueBeam to talk about doing business with the State Building Department. Never mentioned about the \$13,500 or \$51,000 for OpenGov. We need to do due

diligence and research other software. Feels we could get a lot of data entry done for \$51,000 since the software doesn't fit the CARES Funds.

RWuest: *BlueBeam is cloud based and we need 3 seats- planning, city, building inspector. It will integrated into OpenGov. I want to sign a one year contract. OpenGov will give the City an option of storing all of the records in one area. He tried to get it with another IT person but with Co-Vid was unable to do it.*

RCraft made a motion to approve use of CARES Acts Funds. AO'Brien seconded.

Roll Call Vote:

AO'Brien: yes

RCraft: yes

RWuest: yes

CChase: yes

Motion carries.

2. ACTION ITEM- DISCUSSION/APPROVAL OF OPEN GOV SOFTWARE CONTRACT

AO'Brien made a motion to approve Open Gov Software Contract with stipulation that it is a one year contract. RWuest seconded

Roll Call Vote:

RWuest: yes

RCraft: yes

CChase: no

AO'Brien: yes

Motion carries.

3. ACTION ITEM- DISCUSSION/APPROVAL OF BLUEBEAM SOFTWARE CONTRACT

CChase: *feels we are being untruthful to use CARES Funds and can't support using the Funds for this item.*

AO'Brien made a motion to approve BlueBeam Software Contract for one year contract. RWuest seconded.

Roll Call Vote:

RCraft: yes

RWuest: yes

AO'Brien: yes

CChase: no

Motion carries.

4. ACTION ITEM- DISCUSSION/APPROVAL OF MEDIA CONTROLLED CONTRACTS

RCraft: *not in favor of media cameras when Co-Vid is over. He would like citizens to be physically present at City Hall for meetings. He would encourage citizens to come to the meetings.*

AO'Brien: *disagrees and feels the ability to broadcast the meetings has only increase citizen participation and input. Feels we should commit to one year and then reevaluate.*

RWuest: agrees with Councilmember Craft that cameras should only broadcast during Co-Vid unless there is a need to broadcast to Law Enforcement.

CChase: where does the Best Buy items, Chairs, and Security System fall into the Council approvals? Does not feel video capability for meetings is essential for residents. Questioned who decided on the small items on the list. Councilmember Wuest said he asked for the chairs and in hindsight should have done it last year with his leftover budgeted funds. Feels this is a misuse of CARES Funds.

DeputyClerk: replied to Councilmember Chase that the small items that do not require contracts fall under item 1 and have already been pre-approved by the State Controller's Office as applicable for CARES Funds.

Mayor Edwards: We are encouraging citizens to return when we open again. We are taking care of both sides, to be physically present or to be in their home and feel like they are participating. We have taken great time to figure out solutions for both sides.

Council was not happy that they had 24 hours to review the packet of CARES Funds items. They blamed the Mayor for lack of transparency. Mayor called out that a team was consulted on different items on the list.

CChase: wants to separate out the audio and video into two contracts and not approve the video piece. Continues to state that use of the CARES Funds is wrong (for the video piece).

RCraft: would like to have a Council meeting after Co-Vid is over to vote if we keep using the cameras or take them out.

DeputyClerk: clarified with Councilmember Craft that it sounds like Council would like a policy of how and when camera are used.

RWuest: we are on a limited budget and equipment will need to be replaced in a few years

AO'Brien made a motion to approve Media Controlled Contracts. RCraft seconded.

Roll Call Vote:

RWuest: yes

RCraft: yes

AO'Brien: yes

CChase: no

Motion carries.

5. ACTION ITEM- DISCUSSION/APPROVAL OF GROWIT MEDIA CONTRACT

RCraft: asked for clarification of what this contract includes

DeputyClerk: clarified that it replaces our aged phones that are problematic with call clarity. The new phone system allows us to each have a separate phone number and we can 'take' the phone number home via the City laptops if we were to be closed.

Mayor Edwards: explained that the phone units on the proposal are on sale and come in cheaper than the base model. All equipment is brand new. Annual contract for phone system through Ring Central.

CChase: reason for her no vote is because she does not believe this is a necessary expenditure incurred due to the public health emergency.

Mayor Edwards: feels quality phone systems are important.

RWuest made a motion to approve GrowIT Media Contract. RCraft seconded.

Roll Call Vote:

RWuest: yes

RCraft: yes

AO'Brien: yes

CChase: no

Motion carries.

6. ACTION ITEM—DISCUSSION/APPROVAL OF ABSOLUTE TECHNOLOGY CONTRACT

Deputy Clerk: one of the Clerk/Treasurer's requests was newer desktop computers for the 2 offices at City Hall. She was concerned with the age of the current systems even though we just replaced the hard drives last year. With the constraints of the SCO application process, we had to present invoice/quotes/shopping carts. The Mayor offered Absolute Technology as a possible vendor.

Mayor Edwards: disclosed that he has used Absolute Technology in his businesses for several years with really good work.

RCraft made a motion to approve Absolute Technology Contract. RWuest seconded.

Roll Call Vote:

RWuest: yes

RCraft: yes

CChase: no

AO'Brien: yes

Motion carries.

Mayor opened again for public comment. Deputy Clerk alerted there were no public left on the Zoom call. AO'Brien wanted to apologize to Sue Supp for cutting her off earlier in the meeting.

7. ACTION ITEM – ADJOURN

AO'Brien made motion to adjourn. RWuest seconded. All in favor.

**MINUTES OF THE REGULAR MEETING OF THE
CITY OF DALTON GARDENS JANUARY 7, 2021
VIA TELECONFERENCE @ 6:00 PM**

Meeting was called to order by Mayor Edwards at 6:00 PM.

ROLL CALL:

Present were: Councilmembers Chase, O'Brien – via zoom, Wuest and Craft. Also present were Attorney Caitlin Kling, Rand Wichman – City Planner and Valerie Anderson, City Clerk.

The pledge was recited and led by Attorney Kling.

PUBLIC COMMENT PERIOD

No public comment was received.

CONSENT CALENDAR APPROVAL

Councilmember Wuest made a motion to approve the minutes of the Regular Meeting December 1, 2020. Councilmember Chase seconded the motion. Roll call vote: Councilmember Chase - yes, Councilmember O'Brien – yes, Councilmember Wuest - yes, Councilmember Craft - yes. Motion carried.

Councilmember Wuest made a motion to approve the financial statement from December 1, 2020 thru December 31, 2020 and the claims so listed. Councilmember Craft seconded the motion. Roll call vote: Councilmember Chase - yes, Councilmember O'Brien – yes, Councilmember Wuest - yes, Councilmember Craft – yes. Motion carried.

REQUEST FOR RECONSIDERATION OF MIKE WHITE ALU – 6263 N. 17th STREET

This item was table until the February 4, 2021 Council meeting.

APPROVAL TO DIRECT STAFF TO BEGIN WORK ON ANNEXIATION OF PROPERTIES

The council discussed the properties which will be looked into for annexation into the city and determined to have the City Planner and the City Attorney start looking into the process and cost. The first one will be the ROW on Dalton Ave. and the other properties discussed were in the area of City Impact. Councilmember Wuest stated that letters should be sent to the property owners, zone amendments and the Future Land Map all would need to be updated.

Councilmember Chase made a motion to divide this action item into two separate items with the approval of Dalton Ave. right-of-way being the first one to work on and then contact the property owners on Totten Lane by letter to see if they are interested in coming into the city. Councilmember Craft seconded the motion. Roll call vote: Councilmember Chase - yes, Councilmember O'Brien – yes, Councilmember Wuest - yes, Councilmember Craft – yes. Motion carried.

Rand Wichman – City Planner gave his monthly report in which he informed the council that the Planning & Zoning Commission will have a public hearing on the small cell ordinance amendments on the 28th of January, 2021. He reported that he has a Special Use permit for a business in the commercial district on Aqua Circle which will go to the P & Z in February. He is working on the park reservation fee schedule for the council to review and will be in contact with Mike Schmidt to resolve the Ron Ross case.

APPROVAL OF PAVEMENT CUT POLICY

Councilmember Craft made a motion to approve the pavement cut policy. Councilmember Wuest seconded the motion. Roll call vote: Councilmember Chase - yes, Councilmember O'Brien - yes, Councilmember Wuest - yes, Councilmember Craft - yes. Motion carried.

APPROVAL OF SNOW PLOW POLICY FOR CITY

Councilmember Craft made two additions to the policy which was read into the record. Councilmember Wuest made a motion to approve the snow plow policy with the additions read by Councilmember Craft. Councilmember Craft seconded the motion. Roll call vote: Councilmember Chase - yes, Councilmember O'Brien - yes, Councilmember Wuest - yes, Councilmember Craft - yes. Motion carried.

APPROVAL OF PURCHASE OF FORD 2021 SNOW PLOW TRUCK

Councilmember Craft gave presentation of the specifications for the new snow plow truck which is a Ford F450. The cost of the truck and the additional charge options for the truck is \$38,560.00.

Councilmember Wuest made a motion to approve the purchase of the snow plow truck not to exceed the price of \$38,560.00 and to check with Dave Smith Motors on a cost before purchase. Councilmember Chase seconded the motion. Roll call vote: Councilmember Chase - yes, Councilmember O'Brien - yes, Councilmember Wuest - yes, Councilmember Craft - yes. Motion carried.

REVIEW OF CARES ACT FUNDING MEETING DECEMBER 30, 2020

Councilmember Wuest opened the discussion on the meeting which was held on the 30th of December in stating that the council did not have ample time to review the documents and felt that decisions were made without having the proper information. He stated that he had talked to the State Controller's Office and that the council could select which items they wanted to approve. As they were told the funds were all or none by the Deputy Clerk and the Mayor. The city would have 90 days to approve the funds and order the equipment and pay for it within this time period. The council discussed the software program which was included in the funding packet and stated that the city should look into something which is not going to cost the city 13,500 a year in fees.

Councilmember Wuest made a motion to have legal counsel contact Open Gov to get out of the contract which was signed by the Mayor on the 30th of December if not to have a workshop to assign a project manager to work with OpenGov to get this process set up. Councilmember Chase seconded the motion. Roll call vote: Councilmember Chase - yes, Councilmember O'Brien - no, Councilmember Wuest - yes, Councilmember Craft - yes. Motion carried 3 to 1

The council also discussed the items on the Best Buy wish list which included the I-pad for the Code Enforcement to use in the field and the new computers for the city office.

Councilmember Wuest made a motion to remove the I-pad and attachments from the purchase and apply the funds to a second computer for the city office. Councilmember Craft seconded the motion. Roll call vote: Councilmember Chase - yes, Councilmember O'Brien - no, Councilmember Wuest - yes, Councilmember Craft - yes. Motion carried 3 to 1

The council approved the new phone system, chairs, security cameras and computers for the city.

EXECUTIVE SESSION – Idaho Code 74-206(1)(b): To consider the evaluation, dismissal or disciplining of, or to hear complaints or charge brought against, a public officer, employee, staff member or individual agent.

Councilmember Wuest made a motion to go into Executive Session @ 8:35. Councilmember Chase seconded the motion. Roll call vote: Councilmember Chase - yes, Councilmember O'Brien – no, Councilmember Wuest - yes, Councilmember Craft – yes. Motion carried.

DISCUSSION/APPROVAL OF ACTION RELATED TO BUDGETED EMPLOYEE WAGES

Attorney Kling stated that this item would be tabled until the regular council meeting in February in order for research to be done.

COUNCIL REPORTS

Mayor Edwards reported that he had met with the new sheriff and deputy and is working on some options for law enforcement in the city. He will meet with next month to discuss further details. He also gave the public the details on the Sheriff report for November 2020.

Councilmember Wuest had no report.

Councilmember O'Brien reported that he was gotten two bids for park maintenance contract and will be on the agenda for approval in February.

Councilmember Chase had no report.

Councilmember Craft reported that the snow plow season is going well and he will look into load limits for the spring.

PUBLIC COMMENT PERIOD WAS REOPENED BY THE MAYOR

Andy Smith – 6871 Mt. Carrol – He commented on the annexation listed on the agenda and no documents on the website for review, he stated that more staff reports should be put back on the agenda so citizens know what is going on in other areas of the city, he also commented on the CARES Act Funding and the use of the money in proper ways which should be COVID-19 related.

Sheena Kerfoot – 764 Prairie Ave. – She was disappointed in the council not using the CARES Act Funding money in the proper way.

Sue Supp – 7024 16th Street – She stated that the CARES Act Funding is on a short time schedule and that we should look at the terms and conditions of software and the specifications for professional services, travel expenses, meetings and the fees on yearly bases.

Vernon Church – 7651 Mt. Carrol – He asked questions about the annexation of properties and how it goes along with the Comprehensive Plan. He also asked about the deer survey on the website to count

deer.

Mayor Edwards read the public comment presented to the city: Diane Lamarca – 6815 N. 16th Street – She stated no to hunting of deer in the city limits and stated that she enjoyed the wildlife in the area. She believed that the hunting would cause more problems in the further.

Public comment period was closed.

Councilmember Wuest made a motion to adjourn the meeting. Councilmember Craft seconded the motion. Motion carried.

Dan Edwards, Mayor

Valerie S. Anderson, City Clerk

FINANCIAL STATEMENT
January 1, 2021 thru January 31, 2021

Balance as of

\$ 2,413,105.96

Receipts:

Current Real Property Tax	88,540.25
Delinquent Property Taxes	420.10
Penalty & Interest	100.94
Transfer Highway District Levy	31,815.86
Court Traffic Fines	1,290.15
State Liquor Allocation for 4 th Quarter	20,508.00
State Highway Revenue for 1 st Quarter	29,074.60
State Revenue Sharing for 1 st Quarter	56,165.32
Franchise Fees – TDS	89.20
Franchise Fees - Avista	6,566.11
Special Use Permit	1,030.00
LID #2 Assessment	17,950.42
Building Permit Fees	8,842.48
Home Base Business License	125.00
Rent DWA \$260, Irrigation \$260	520.00
Interest State Investment Pool	830.80
State Investment Pool 18 th St.	20.60
Banner Bank Interest	122.70
Checking acct	2.84
Total Receipts	264,015.37
Balance plus Receipts	2,677,121.33

Claims:

U.S. Treasury FICA tax due for January	1,464.74
U.S. Treasury - Federal withholding due for January	428.00
State Tax Commission, Idaho – State withholding tax due for January	170.00
Public Employee Retirement System- Empl & Employee Contributions for January	1,580.04
Idaho Independent Intergovernmental Auth – Health Insurance	1,675.00
Avista-Gas & Elect. City Hall \$273.55, arena \$15.92, Shop \$155.42, round about \$45.71	490.60
City of Coeur d'Alene – Brine for Streets for December	478.50
CDA Press – Legal Notice for Road Report	143.05
Coop Supply – Cenex – Fuel for grader & P-18	235.90
Dalton Water Association – Quarter Water	472.00
HMH Engineering – General Services for December	1,363.71
Idaho Department of Labor – 4 th Quarter Unemployment	36.29
Inland De-Ice – De-ice for Streets	424.20
Intuit Quickbook Payroll Annual Subscription	670.00
Janzen, Teresa – Reimbursement for Permit Testing	219.00
Kootenai County Fire & Rescue – Building Inspector for December	2,720.00
Kootenai County Reprographics – Printing of Septic Cards	39.41
Lake City Law – Attorney Fees for January 2021	4,500.00
Matthew Bender – Law supplement	53.44

Nolan's Family Tree Service – Remove tree on Hanley & 16 th Street	2,800.00
Panhandle Area Council, Inc. – Membership Dues 10/01/2020 – 09-30-2021	291.00
Sears Fire Extinguisher Service – Service of fire extinguishers	180.00
State Insurance Fund – Worker's Comp. Insurance	446.00
Stump & Grind – Remove stump at Hanley & 16 th St.	350.00
Time Warner – Telephone	240.35
US Bank Credit Card – Zoom monthly charge, Scanner	538.53
US Bank Service Charges	10.00
US Postal Service – Postcard Stamps for septic cards	63.00
Valerie Anderson – Mileage for city business	49.28
Vanguard Cleaning Systems – Office Cleaning	220.00
Verizon Wireless – Cell Phone for Code Enforcement	95.93
Rand Wichman Planning – Contract for January	3,260.10
Valerie Anderson – Salary for January	3,338.75
Carrie Chase – Council December	340.76
Ray Craft – Council January	340.76
Dan Edwards – Mayor January	724.12
Teresa Janzen – Wages for January	615.94
Eric Killen – January hours – Code Enforcement	191.68
Aaron O'Brien – Council January	334.16
Robert Wuest – Council January	369.40
Jim Wuest – Wages hours January	844.63
Uncategorized Expenses – CARES Funding	16,671.66
	Total Claims
	49,479.93
	Balance
	2,627,641.40

Balance by Depository:

U.S. Bank – Checking	469,273.30
State Investment Pool	1,820,370.39
State Investment Pool # 2	45,129.84
U.S. Bank–Checking LID	15,933.76
Banner Bank-Guaranteed fund	34,991.44
Petty Cash	50.00
US Bank - LID #2 – Checking	241,892.67
	2,627,641.40

Road Projects	\$218,742.
Parks	\$ 14,325
Equip Replacement	\$ 20,000
Art Fund	\$3,300
Total	\$256,367.

CARES FUNDING – Uncategorized Expenses

GrowIT Media – Phone System –	2,974.20	
Best Buy – Laptop Computers -	3,313.59	
Absolute Technology – Computers –	4,400.00	
Dan Edwards – Security Cameras -	529.99	
Media Controlled – Sound System -	5,453.88	TOTAL = 16,671.66

Profit & Loss Budget vs. Actual

Accrual Basis

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
Income				
311.1 · CURRENT REAL PROPERTY TAX	96,351.19	160,589.00	-64,237.81	60.0%
312.1 · DELINQUENT REAL PROPERTY TAX	431.70	1,411.00	-979.30	30.6%
316.0 · FRANCHISE TAX TIME WARNER/TDS	6,410.95	22,000.00	-15,589.05	29.1%
316.5 · FRANCHISE TAX AVISTA	11,808.72	25,000.00	-13,191.28	47.2%
319.0 · PENALTY & INTEREST	121.69	500.00	-378.31	24.3%
321.0 · BUSINESS LICENSE REVENUE	1,050.00	7,500.00	-6,450.00	14.0%
321.1 · HOME BASED BUS LICENSE	175.00	300.00	-125.00	58.3%
322.1 · BUILDING PERMIT REVENUE	39,988.12	65,000.00	-25,011.88	61.5%
322.2 · SIGN PERMIT FEES	0.00	0.00	0.00	0.0%
322.3 · SPECIAL USE FEES	1,030.00	1,000.00	30.00	103.0%
335.1 · STATE LIQUOR ALLOCATION	41,016.00	88,000.00	-46,984.00	46.6%
335.2 · HIGHWAY USERS REVENUE	45,319.25	71,497.00	-26,177.75	63.4%
335.3 · NEW HIGHWAY USER REVENUE	14,407.99	22,144.00	-7,736.01	65.1%
335.4 · COURT REVENUE-TRAFFIC FINES	3,938.09	5,000.00	-1,061.91	78.8%
335.5 · STATE SALES TAX	0.00	44,000.00	-44,000.00	0.0%
335.6 · STATE REVENUE SHARING	116,950.39	169,872.00	-52,921.61	68.8%
338.1 · TRANSFER HWY DISTRICT LEVY	34,874.37	40,000.00	-5,125.63	87.2%
355.1 · LID Assessments	19,806.55	35,000.00	-15,193.45	56.6%
355.10 · LID Assessments Interest	0.00	0.00	0.00	0.0%
355.2 · LID #2 - GOVERNMENT WAY	29,289.00	65,213.00	-35,924.00	44.9%
355.20 · LID #2 Assessment Interest	23,462.87			
371.0 · INTEREST INCOME	2,755.59	5,000.00	-2,244.41	55.1%
371.2 · RENT	2,080.00	6,240.00	-4,160.00	33.3%
376-000 · CONTRIBUTIONS & DONATIONS	0.00	1,000.00	-1,000.00	0.0%
378 · Unencumbered Bank Funds	0.00	329,201.50	-329,201.50	0.0%
Total Income	491,267.47	1,165,467.50	-674,200.03	42.2%
Gross Profit	491,267.47	1,165,467.50	-674,200.03	42.2%
Expense				
411-010 · CITY COUNCIL SALARIES	8,000.00	19,200.00	-11,200.00	41.7%
411-021 · CITY COUNCIL PAYROLL TAXES	489.60	1,500.00	-1,010.40	32.6%
411-022 · CITY COUNCIL STATE RETIREMENT	578.56	2,200.00	-1,621.44	26.3%
411-047 · CITY COUNCIL TRAVEL/MEETINGS	0.00	1,000.00	-1,000.00	0.0%
413-010 · MAYOR SALARIES	4,250.00	10,200.00	-5,950.00	41.7%
413-021 · MAYOR PAYROLL TAXES	260.11	780.00	-519.89	33.3%
413-022 · MAYOR STATE RETIREMENT	405.96	1,325.00	-919.04	30.6%
413-047 · MAYOR TRAVEL & MEETINGS	0.00	500.00	-500.00	0.0%
415-010 · CLERK SALARIES	22,442.50	53,862.00	-31,419.50	41.7%
415-021 · CLERK PAYROLL TAXES	1,373.49	4,120.85	-2,747.36	33.3%
415-022 · CLERK-STATE RETIREMENT	2,143.72	6,431.15	-4,287.43	33.3%
415-028 · CLERK UNEMPLOYMENT TAXES	15.36	138.00	-122.64	11.1%
415-031 · OFFICE SUPPLIES & POSTAGE	2,318.67	8,000.00	-5,681.33	29.0%
415-042 · AUDIT AND ACCOUNTING	3,000.00	12,000.00	-9,000.00	25.0%
415-044 · LEGAL PUBLISHING	310.47	4,000.00	-3,689.53	7.8%
415-046 · EMP HEALTH INSURANCE	6,700.00	24,000.00	-17,300.00	27.9%
415-047 · CLERK TRAVEL @ MEETINGS	49.28	1,500.00	-1,450.72	3.3%
415-051 · TELEPHONE	977.92	2,800.00	-1,822.08	34.9%
415-058 · OFFICE MAINTENANCE	218.19	600.00	-381.81	36.4%
415-074 · SOFTWARE PURCHASE & IT SERVICE	0.00	20,000.00	-20,000.00	0.0%
415-110 · DEPUTY CLERK-SALARIES	6,452.96	18,540.00	-12,087.04	34.8%
415-121 · DEPUTY CLERK-PAYROLL TAXES	493.65	1,418.31	-924.66	34.8%
415-122 · DEPUTY CLERK-STATE RETIREMENT	770.48	2,213.69	-1,443.21	34.8%
415-128 · DEPT CLERK-UNEMPLOYMENT TAXES	15.59	60.00	-44.41	26.0%
417-043 · P & Z TRAVEL & MEETING EXP	0.00	500.00	-500.00	0.0%
417-045 · PLANNING CONSULTANT	15,697.32	50,000.00	-34,302.68	31.4%
419-042 · PROFESSIONAL SERVICES	22,500.00	80,000.00	-57,500.00	28.1%
419-046 · INSURANCE	5,461.00	7,500.00	-2,039.00	72.8%
419-048 · DUES & SUBSCRIPTIONS	1,876.40	2,500.00	-623.60	75.1%
419-852 · BLDG & GROUNDS UTILITIES	4,013.40	8,000.00	-3,986.60	50.2%
419-860 · BLDG & GROUNDS MAINTENANCE	1,340.54	5,000.00	-3,659.46	26.8%
419-861 · BLDG MAINT CONTRACTED	219.00	3,000.00	-2,781.00	7.3%
419-869 · MISCELLANEOUS SERVICE & CHARGES	0.00	1,800.00	-1,800.00	0.0%
419-874 · CAPITAL OUTLAY-EQUIPMENT	0.00	50,000.00	-50,000.00	0.0%
421-001 · Special Law Enforcement Exp	0.00	0.00	0.00	0.0%

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
421-010 · CODE ENFORCE-SALARY	2,047.50	15,000.00	-12,952.50	13.7%
421-021 · CODE ENFORCE-PAYROLL TAXES	208.66	1,147.50	-938.84	18.2%
421-022 · Code Enforcement-State Retireme	325.67	1,791.00	-1,465.33	18.2%
421-028 · CODE ENFORCE-UNEMPLOYMENT TAX	6.47	40.00	-33.53	16.2%
421-042 · PROSECUTING ATTORNEY	1,740.00	1,740.00	0.00	100.0%
423-032 · FIRE HYDRANTS	0.00	0.00	0.00	0.0%
424-010 · BUILDING INSPECTOR SERVICES	21,459.77	40,000.00	-18,540.23	53.6%
425-000 · GENERAL CONTINGENCY FUND	0.00	30,000.00	-30,000.00	0.0%
431-003 · ROADS-ENG PLANS & SERVICES	4,317.34	50,000.00	-45,682.66	8.6%
431-004 · SNOW & ICE CONROL-REMOVAL	1,100.70	30,000.00	-28,899.30	3.7%
431-006 · Gov't Way Sewer Project/LID #1	33,486.00	34,000.00	-514.00	98.5%
431-008 · LID PHASE 2	15.00	65,500.00	-65,485.00	0.0%
431-035 · STREET SIGNAL LIGHTS	168.08	500.00	-331.92	33.6%
431-310 · STREET SIGN MAINT - SALARY	6,905.00	25,000.00	-18,095.00	27.6%
431-321 · STREET SIGN MAINT-PAYROLL TAXES	471.37	2,000.00	-1,528.63	23.6%
431-328 · STREET SIGN MAINT-UNEMPL TAXES	17.99	55.00	-37.01	32.7%
431-332 · STREET SIGN MAINT-SUPPLIES	26.99			
431-335 · FUEL AND LUBRICANTS	400.88	2,000.00	-1,599.12	20.0%
431-361 · STREET EQUIPMENT MAINTENANCE	289.68	7,000.00	-6,710.32	4.1%
431-363 · STREET MAINTENANCE PURCHASED	21,873.50	399,000.00	-377,126.50	5.5%
432.300 · GARBAGE COLLECTION & DISPOSAL	206.20	500.00	-293.80	41.2%
438-004 · HORSE ARENA & PARK CONSTRUCTION	19.92	9,000.00	-8,980.08	0.2%
438-010 · PARK MAINENANCE LABOR	1,240.50	6,000.00	-4,759.50	20.7%
438-021 · PARK PAYROLL TAX	99.84	475.00	-375.16	21.0%
438-028 · PARK MAINTENANCE UNEMPLOYMENT	0.00	30.00	-30.00	0.0%
438-032 · PARK MAINTENANCE SUPPLIES	118.67	1,500.00	-1,381.33	7.9%
438-042 · PARK MAINT-Contracted	4,573.81	35,000.00	-30,426.19	13.1%
438-056 · ANNUAL PICNIC	0.00	3,500.00	-3,500.00	0.0%
6560 · Company Payroll Expenses	4,366.21			
6999 · Uncategorized Expenses	16,671.66			
Total Expense	234,531.58	1,165,467.50	-930,935.92	20.1%
Net Income	256,735.89	0.00	256,735.89	100.0%

**CITY OF DALTON GARDENS
TREASURER'S QUARTERLY FINANCIAL REPORT
QUARTER ENDED DECEMBER 31, 2020**

GENERAL FUND	YEAR TO DATE	BUDGETED	% BUDGET
REVENUE:			
Taxes	7,843.29	162,500.00	5%
State Revenue Shared	81,293.07	301,872.00	27%
State/County Hwy Funds	33,711.15	133,641.00	26%
Franchise Fees	11,564.36	47,000.00	25%
LID Assessments	54,608.00	100,213.00	55%
Other	38,354.93	420,241.50	10%
Total	227,374.80	1,165,467.50	20%
EXPENDITURES:			
General & Admin	88,079.79	424,689.00	21%
Law Enforcement	3,865.96	19,718.50	20%
Street Fund	26,958.89	515,555.00	6%
Parks	5,946.74	55,505.00	11%
LID	33,501.00	99,500.00	34%
Planning & Zoning	12,437.22	50,500.00	25%
Total	170,789.60	1,165,467.50	15%

NOTE: Citizens are invited to inspect the detailed supporting records of the above financial report. Valerie S. Anderson, City Clerk/Treasurer, January 12, 2021



City of Dalton Gardens

6360 N Fourth Street, Dalton Gardens, ID 83815

Phone: (208) 772-3698 Fax: (208) 762-5156

www.daltongardens.com

January 19, 2021

Mr. Douglas Bathey
2177 E. Totten Lane
Dalton Gardens, ID 83815

RE: NOTICE OF POTENTIAL ANNEXATION TO DALTON GARDENS

Dear Mr. Bathey:

The Dalton Gardens City Council requested that I write to notify you that they are considering annexing your property at 2177 E. Totten Lane. The property would include both of your lots, identified as Lot 4, Block 1 of Totten Pines subdivision (parcel no. 0-K193-001-004-0), and Tax No. 25277 (parcel no. 0-K193-001-003-B). The Council is also considering annexation of the property to the south of yours.

These properties would be annexed in accordance with Idaho Code Section 50-222 as a Category A annexation.

The City has not started the formal annexation process. That may occur after the next City Council meeting which is currently scheduled for February 4, 2021. While this meeting will not be a public hearing, you are welcome to attend and may address the Council during the public comment portion of the agenda. If the City decides to move forward with the annexation, I would expect the process to be completed in a few months.

If you have questions on any aspect of this, please feel free to contact me at 208.755.7024, or by email at planner@daltongardens.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rand Wichman', is written over a faint, illegible stamp.

Rand Wichman
City Planner



City of Dalton Gardens

6360 N Fourth Street, Dalton Gardens, ID 83815

Phone: (208) 772-3698 Fax: (208) 762-5156

www.daltongardens.com

January 19, 2021

Phil Boyd
1409 N. Nora Street
Coeur d'Alene, ID 83814

RE: NOTICE OF POTENTIAL ANNEXATION TO DALTON GARDENS

Dear Phil:

The Dalton Gardens City Council requested that I write to notify you that they are considering annexing your property at 2185 Totten Lane. The property would include both of your lots, identified as Tax Nos. 22291 and 25278, which have been apparently combined for tax purposes into parcel no. 0-0K193-001-001-A. The Council is also considering annexation of the property to the north of yours.

These properties would be annexed in accordance with Idaho Code Section 50-222 as a Category A annexation.

The City has not started the formal annexation process. That may occur after the next City Council meeting which is currently scheduled for February 4, 2021. While this meeting will not be a public hearing, you are welcome to attend and may address the Council during the public comment portion of the agenda. If the City decides to move forward with the annexation, I would expect the process to be completed in a few months.

If you have questions on any aspect of this, please feel free to contact me at 208.755.7024, or by email at planner@daltongardens.com.

Sincerely,

Rand Wichman
City Planner

CITY OF DALTON GARDENS, IDAHO

ORDINANCE NO. ____

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

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

SECTION 1: AMENDMENTS TO TITLE 3, CHAPTER 7

REPLACE THE EXISTING CHAPTER WITH THE FOLLOWING:

PARADES, PUBLIC EVENTS AND ASSEMBLY

3-7-1: Definitions

3-7-2: Permit Required

3-7-3: Exceptions to Permit Requirement

3-7-4: Application and Proper Notice

3-7-5: Contents of Permit Application

3-7-6: Application Fee

3-7-7: Standards for Issuance

3-7-8: Notice of Determination of Application

3-7-9: Conditional Approval

3-7-10: Appeal Procedure

3-7-11: Duties of Permittee

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

3-7-13: Violation; Penalties

3-7-14: Emergency Cancellation; Termination

3-7-1: DEFINITIONS:

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

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

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

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

FIRE DEPARTMENT: Kootenai County Fire and Rescue.

PARADE: Any dash, demonstration, march, marathon, meeting, motorcade, parade, procession, public assembly, race, rally, or like activity consisting of persons, animals, or vehicles or a combination thereof within the city with an intent of attracting public attention or

achieving some other expressive purpose which might interfere with or has the potential to interfere with the normal flow or regulation of traffic upon the streets.

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

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

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

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

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

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

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

3-7-2: PERMIT REQUIRED:

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

3-7-3: EXCEPTIONS TO PERMIT REQUIREMENT:

This chapter shall not apply to the following:

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

3-7-4: APPLICATION AND PROPER NOTICE:

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

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

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

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

3-7-5: CONTENTS OF PERMIT APPLICATION:

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

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

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

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

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

E. The time the parade or event will begin to form, and the time the parade or event will begin movement;

F. The place the parade or event will form;

G. The route of the parade or event selected from the preapproved routes maintained by the city clerk;

H. The place the parade or event will disband;

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

J. The number of marchers, animals, floats, automobiles, or other vehicles in the parade or event;

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

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

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

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

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

3-7-6: APPLICATION FEE:

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

3-7-7: STANDARDS FOR ISSUANCE:

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

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

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

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

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

5. Assure that public safety can be maintained; and

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

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

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

D. Application Form; Approval: Affected city departments, if any, may request such information from the applicant as necessary to demonstrate compliance with applicable provisions of law. Information may be requested on the permit application form, through written instructions communicated from the city clerk, or through written or oral inquiries addressed to the applicant by any designated city staff member. The time for considering the permit may be extended by the time taken by the applicant in responding satisfactorily to any inquiry, not to exceed five (5) business days.

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

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

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

application for a permit shall issue if the applicant fails to demonstrate compliance with all applicable provisions of law, including the requirements of this chapter.

3-7-8: NOTICE OF DETERMINATION OF APPLICATION:

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

3-7-9: CONDITIONAL APPROVAL:

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

3-7-10: APPEAL PROCEDURE:

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

3-7-11: DUTIES OF PERMITTEE:

A permittee hereunder shall comply with all permit conditions and with all federal, state and local laws.

The following shall be attached to the parade or event application:

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

B. If sponsor operated motor vehicles are involved, proof of comprehensive automobile liability insurance from an insurance company authorized to do business in Idaho. This coverage shall be in the amount required by Idaho Code. The city clerk may require a higher limit when in the opinion of the city clerk or sheriff the event demands a higher limit. Such reasons for higher limits shall be set forth in writing.

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

3-7-12: TIME, PLACE, AND MANNER RESTRICTIONS:

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

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

B. No permit shall be issued for a parade or event to commence before seven o'clock (7:00) A.M. All parades and/or public assemblies shall terminate prior to eleven o'clock (11:00) P.M. No parade requiring a permit shall exceed two (2) hours in length. City street setup and dispersal, including barricade removal, shall not be included in the activity time limit.

C. All parade participants shall assemble for the parade at the time and location designated in the parade permit and shall disperse from public property after the conclusion of the parade in order that regular traffic patterns might be restored.

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

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

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

3-7-13: VIOLATION; PENALTIES:

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

3-7-14: EMERGENCY CANCELLATION; TERMINATION:

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

SECTION 2. SEVERABILITY.

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

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

SECTION 3. REPEAL OF CONFLICTING PROVISIONS.

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

SECTION 4. EFFECTIVE DATE.

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

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

ATTEST:

DAN EDWARDS, Mayor

VALERIE ANDERSON, Clerk

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (“Agreement”) is made and entered into this 4th day of February, 2021 (“Effective Date”), by and between the City of Dalton Gardens, a municipal corporation of the state of Idaho, 6360 N. 4th Street, Dalton Gardens, Idaho 83815 (hereinafter “CITY”) and Sacco De Campos Landscape Maintenance, LLC, an Idaho limited liability company, 826 N. 2nd Street, Coeur d’Alene, Idaho 83814 (hereinafter “CONTRACTOR”). CITY and CONTRACTOR may collectively be referred to as the “parties” and individually as a “party.”

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK: CITY hereby employs CONTRACTOR as an independent Contractor to complete and perform the following landscape maintenance services:

- a) Weed whip/trim and mow lawns at the City park, roundabout, riding arena, the right of way on the corner of 4th and Baille, and the right of way on the south side of Dalton Ave. Mowing should be done on Wednesday, Thursday, or Fridays to make sure the grass is cut for the weekends. Mowing is to be done on the same day each week. Mow the grass on the number three (3) setting. During extremely hot weather, mow grass at a higher level. Mow rain or shine.
- b) The right of way on the south side of Dalton Ave. along the fence line from 4th St. to 17th St. is to be weed whipped every two (2) weeks or once a month, depending on growth. Remove debris. Note: some residents care for the right of way themselves, the areas not cared for by residents are to be addressed.
- c) Broad leaf control on all turf areas; roundabout, City park, and riding arena.
- d) Fertilize all turf areas (roundabout, City park, riding arena) three (3) times a year: spring, late June, and mid to late August. Use triple 16 time release in spring and late June, use a lower nitrogen fertilizer for late summer or fall.
- e) Aerate grass in the park, arena, and roundabout two (2) times a year: spring and mid-summer.
- f) Weed control – use pre-emergent twice a year (spring cleanup and fall cleanup) in the flower beds at City Park, City Hall, the roundabout, and the Equipment building. Weed and maintain all flower and shrub beds on all grounds, dispose of organic debris and remove from premises. Pick up trash and put it in the trash receptacle.
- g) Keep sidewalks, pathways, the gazebos, and parking lots clean of grass clippings, dirt, and debris (trash).
- h) Maintain the irrigation system and sprinklers, blow out sprinklers in the fall, startup systems in the spring approximately one (1) week after the irrigation is turned on, usually the week after Mother’s Day, tune sprinkler clock for spring/summer months, adjust timers as needed according to the weather, and repair any sprinkler damage throughout the year. Make sure sprinklers have correct water coverage at startup in the spring and throughout the season.
- i) Fall – leaf clean up and removal from all turf and flower beds, pruning of flowers and shrubs, apply pre-emergent to flower beds, and general prep for winter on all grounds.
- j) Spring – clean up winter debris from all grounds, general prep of turf on all grounds. Clean up flower beds, apply pre-emergent to flower beds.

- k) We request that the same employees work week to week.
- l) Any maintenance or clean-up due to 'acts of God' such as ice or windstorms will be negotiated by and through the Supervisor of Parks for City of Dalton Gardens and will be approved by the City Council prior to payment of the same.
- m) Any issues with regard to maintenance, costs, repairs of damage, etc. shall be brought to the attention of the Council person assigned as Supervisor of Parks.

CONTRACTOR agrees to provide all materials and services for the project in accordance with the written specifications above or attached hereto.

2. TIME OF PERFORMANCE AND TERMINATION: Parties agree that CONTRACTOR shall commence work on the project commencing on March 1, 2021 and shall perform said services as set forth above for the months of March, 2021, through and including November, 2021, as weather permits. Any additional costs for labor or supplies, shall require written approval from the Dalton Gardens City Council. Aaron O'Brien, Council Member, is designated as the Supervisor of Parks (person in charge and control) by the City Council for monitoring performance in this agreement and is responsible for hiring and termination of independent contract providers. This contract terminates at the end of the fall season, or November 30, 2021. The CITY, however, reserves the right to terminate this Contract, with payment for all work performed to date of termination, upon 10 days written notice to the CONTRACTOR.

3. COMPENSATION: CITY agrees to pay CONTRACTOR as compensation \$25,778.16 per year, pursuant to the labor costs and supply expenses as set forth in the accepted bid for services. Any adjustments in compensation shall be submitted to and approved by and through Aaron O'Brien, Supervisor of Parks. The CONTRACTOR will itemize their labor and supply costs each week pursuant to the approved Bid for Services; shall note on the invoice if asked to do anything extra and the cost of that expense; shall save all receipts for any supply items purchased; and shall turn in a complete invoice on or before the 25th day of each month, to the Clerk of the City of Dalton Gardens, by email, fax, mail, or by hand-delivery.

4. INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, and its officers, agents and employees, from and against any and all claims losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR. CONTRACTOR'S agents, employees, or representatives under this Agreement.

5. INSURANCE: CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00, in accordance with the Idaho Tort Claims Act, Idaho Code 6-901 *et seq.*, which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to CITY prior to commencing its performance as herein provided, and require insurer to notify CITY ten (10) days prior to cancellation of said policy.

6. WORKER'S COMPENSATION: CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to CITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

7. COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

8. INDEPENDENT CONTRACTOR: The parties agree that CONTRACTOR and all its employees are independent contractors of CITY and in no way an employee or agent of CITY and are not entitled to workers compensation or any benefit of employment with the City. CITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. CITY shall have no responsibility for security or protection of CONTRACTOR'S person, employees (if any), supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

9. WARRANTY: CONTRACTOR warrants that all services will be performed in a good workmanlike manner and consistent with common, documentable industry practices. CONTRACTOR acknowledges that CONTRACTOR will be liable for any breach of this warranty.

10. TERMINATION: This Agreement may be terminated immediately by CITY for breach of this Agreement by CONTRACTOR and either party may terminate this Agreement by giving 30 days written notice of termination to the other party.

11. NON-DISCRIMINATION: No person shall be discriminated against in the providing of the services and CONTRACTOR shall not refuse to serve or hire any person because of such person's race, creed, sex, color, or national origin. Also, CONTRACTOR will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Agreement and shall render this Agreement subject to immediate forfeiture.

12. VENUE: In the event any legal proceeding shall be instituted between the parties, such legal proceeding shall be instituted in the courts of the County of Kootenai.

13. ATTORNEY FEES AND COSTS: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court cost and reasonable attorney fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

14. SECTION HEADINGS: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

15. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

16. NOTICES: All notices by either party to the other, required or provide for herein, shall be served by United States Postal Service, postage prepaid. If sent by mail, service of such notice shall be deemed complete when written notice is placed in the United States mail, postage pre-paid, addressed to the addresses listed above for the parties.

17. AUTHORITY: The parties hereto covenant and represent that the execution of this Agreement has been authorized by the governing Manager/Member/Council of the respective party, and the individual signatures set forth herein are authorized and binding upon the respective party.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

City of Dalton Gardens

Sacco De Campos Landscape Maintenance, LLC

By: _____
Dan Edwards, Mayor

By: _____
Sergio Campos, Member

ATTEST:

Valerie Anderson, City Clerk

Sacco de Campos Landscape Maintenance, LLC.

For the 2021 and 2022 mow season

Park	\$6,232.43	mowing
Roundabout	\$424.50	mowing
Riding Arena	\$3,641.01	mowing
Right away/4th/Baille	\$634.42	mowing
Right away on Dalton	\$1,181.29	line trimming
Broad Leaf all turf	\$1,683.30	
Fertilize 3 times	\$4,137.51	
Aerate Grass	\$1,166.99	
Pre- emergent beds	\$370.33	
Bed Weed Control	\$424.57	
Irrigation start up/blowouts	\$1,867	
Irrigation checks	\$2,333.98	
Fall clean	\$1,052.40	
Spring Clean Up	\$628.04	
	\$25,778.16	Total per year



December 20th , 2020

City of Dalton Gardens

6360 North Fourth Street, Dalton Gardens, ID 83815

Attention: Aaron Obrien

Thank you for giving me an opportunity to submit this proposal to provide you the best Landscaping/Lawn care services for the 2021 season. I will keep this short and sweet, Valerie Anderson has educated me and provided the scope of work for the park and arena maintenance and I have reviewed the scope and expectations and have **No** concerns with the details and completing these tasks at the highest standards. I promise you the 2021 season will not go unnoticed. I will personally be the hands that make this happen as well as you will be my only account and be my #1 priority. I possess some great strengths as my attention to detail, urgency level and perfectionism is like no other. I only know how to do things the right way the first time. I take great pride in every task. Look no further for your landscaping needs. I promise this will be a long term relationship that the city and residents won't regret. I have 30 years of mowing experience and the last 12 years personally taking care of multiple commercial properties and county grounds & irrigation. I am a Dalton Resident and there's not a day I don't drive by the park and city hall which will help me keep a daily eye on the condition of things. Pride and ownership is my passion and would love to extend my skills to the most prominent city in the Northwest.

Compensation for the 2021 season of \$20,630.00, commencing work March 1st through the end of November 2021 (or until that last leaf is picked up. 😊) I have attached a brief summary and scope of the monthly breakdown as well as an initialed copy of the general scope I received from Valerie. Thank you again for the consideration and any further questions, don't hesitate to give me a call. I am looking forward to keeping Dalton Gardens Park & Arena as pristine and beautiful as possible!

Garry Hayes
Bryston's Hospitality LLC
(208) 929-2625



Bryistol's Hospitality Landscapers

6479 N. Mount Carrol
 Dalton Gardens, ID 83815
 (208) 929-2625

Invoice No. 1
Billing Date 12/17/2020

Att: Aaron O'Brien
 City of Dalton Gardens
 6360 N 4th St
 Dalton Gardens ID 83815

Property: Dalton City Park & Horse Arena

Date	Description	Labor
3/1/2020	Spring Clean-up / Complete Lawn & Grounds Care - 10 Machine/Labor hours x 4weeks	\$1,800.00
4/1/2020	Fertilizing / Complete Lawn & Grounds Care - 10 Machine/Labor hours x 5WEEKS	\$3,250.00
5/1/2020	Irrigation Sprinkler Start-up / Aerating / Complete Lawn & Grounds Care - 12 Machine/Labor hours x 4weeks	\$2,160.00
6/1/2020	Complete Lawn & Grounds Care - 10 Machine/Labor hours x 4weeks	\$1,800.00
7/1/2020	Complete Lawn & Grounds Care - 10 Machine/Labor hours x 5WEEKS	\$2,250.00
8/1/2020	Fertilize / Complete Lawn & Grounds Care - 10 Machine/Labor hours x 4weeks	\$2,800.00
9/1/2020	Complete Lawn & Grounds Care - 10 Machine/Labor hours x 5WEEKS	\$2,250.00
10/1/2020	Fall Clean-up / Sprinkler Irrigation Shutdown / Complete Lawn & Grounds Care - 12 Machine/Labor hours x 4weeks	\$2,160.00
11/1/2020	Fall Clean-up / Complete Lawn & Grounds Care - 12 Machine/Labor hours x 4weeks	\$2,160.00
Total Due		\$20,630.00

Please pay this amount

Please make check payable to: Garry Hayes

Thank you!

Park and Arena Maintenance

Sacco De Campos Landscape Maintenance, LLC performs the following landscape maintenance services for the city park and riding arena:

- GW a)** Weed whip/trim and mow lawns at the city park, roundabout, riding arena, the right of way on the corner of 4th Street and Baille, the right of way on the south side of Dalton Ave. Mowing should be done on Wednesday, Thursday or Friday to make sure the grass is cut for the weekends. Mowing is to be done on the same day each week. Mow the grass on the number 3 setting. During extremely hot weather mow grass at a higher level. Mow rain or shine.
- GW b)** The right of way on the south side of Dalton Ave along the fence line from 4th Street to 17th Street is to be weed whipped every two weeks or once a month depending on growth. Remove debris. Note: some residents care for the right of way themselves, the areas not cared for by residents are to be addressed.
- GW c)** Broad leaf control on all turf areas; roundabout, city park, riding arena.
- GW d)** Fertilize all turf areas (roundabout, city park, riding arena) 3 times a year: spring, late June, mid to late August/September. Use triple 16 time release in spring and late June, use a lower nitrogen fertilizer for late summer or fall.
- GW e)** Aerate grass in the park, arena, and roundabout two times a year; spring and mid-summer.
- GW f)** Weed control – use pre-emergent twice a year (spring clean-up and fall clean-up) in the flower beds at city park, city hall, the roundabout, and equipment building. Weed and maintain all flower and shrub beds on all grounds, dispose of organic debris and remove from premises. Pick up trash and put it in the trash receptacle.
- GW g)** Keep sidewalks, pathways, the gazebos, and parking lots clean of grass clippings, dirt, and debris (trash).
- GW h)** Maintain the irrigation system and sprinklers, blow out sprinklers in the fall, startup system in the spring approximately one week after the irrigation is turned on, usually the week after Mother's Day, tune sprinkler clock for spring/summer months, adjust timers as needed according to the weather, and repair any sprinkler damage throughout the year. Make sure sprinklers have correct water coverage at startup in the spring and throughout the season.
- GW i)** Fall – leaf clean up and removal from all turf and flower beds, pruning of flowers and shrubs, apply pre-emergent to flower beds, and general prep for winter on all grounds.
- GW j)** Spring – clean up winter debris from all grounds, general prep of turf on all grounds. Clean up flower beds, apply pre-emergent to flower beds.

Please see the contract with Sacco De Campos for more detail.

Arena

- Winterize the toilets at the concession stand.
- The refrigerator, freezer, water tank, sink and hot water tank belong to the Play Date in Athol (PDIA) horse group. We do not touch those. Julie Maguire has the keys to the concession stand and tower at the arena. Julie will call and give you the dates that they use the arena for the season. They are to pick up animal waste and debris from the parking lots etc. before they leave. They also pay for a dumpster at the arena for the spring/summer season. Julie MaGulre 208.597.4731.
- Julie grooms the arena for their play dates, Sharon Allington 509.993.4456 harrows the arena in between and looks after things in general.
- The arena does have a septic tank and domestic water and irrigation but restrooms are not suitable for the public due to a high rate of vandalism so a porta potty is used. The porta potty is maintained by American Onsite and is cleaned twice a month during the spring summer and early fall. The porta potty is cleaned up to once a month during the winter (put on hold once the gate is locked). You have to call each season to change the cleaning dates.
- PDIA and other groups that want to use the arena usually trade or barter to keep the arena clean. The groups are to improve the sight or at least maintain the sight. All groups are to clean up their own animal waste and remove it. They also must make sure the parking lots are clean and free of animal waste or hay.
- The warm up pen received new sand 2 years ago, the arena was filled last spring. Conmat Inc 208.772.0511 is the company where Dalton Gardens has an account. We purchase 'washed coarse' sand for the arena.
- The arena was built on an old dump site. There is a clay cap under the sand that must not be breached.
- In the spring trim the bushes off the road along the side of the road going down to the lower parking lot. Trim the bushes along the upper trail to leave a 48" path so horse and rider do not get scratched. Trim the shrubs off the bleachers.
- The park and arena are watered on regular watering days. In the summer when the temperature is above 90 degrees the parks are watered daily (usually through the night if the irrigation is left on).
- Clean out the doggie trash cans and fill the doggie bags at the dog waste trash stations throughout the year.

General

- Have the arch going into city park cleaned and stained every few years.
- Adjust the lights at the parking lot and gazebo at city park as the time changes. The timer is located in the back shop next to the garage door.

GW

- There are new landscape lights in the back shop that are to go under the tree in the roundabout. The electrical at the roundabout must be fixed first.
- The staked tree in the park behind city hall is our memorial tree in memory of Isis Paulson. Please make sure that it is getting what it needs to remain healthy.
- Flowers for the park and roundabout are purchased from Fred Meyer during their Mother's Day sale. Use a coupon to get an extra discount.

4. Roles and Responsibilities

4.1. Roles and Responsibilities Matrix

OpenGov	
Role	Role Description
Executive Sponsor ("ES")	Responsible for ensuring alignment on project value proposition and vision. Escalation point for Customer Executive Sponsor to mitigate any risks that the project team cannot resolve. Executive Sponsor attends monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.
Project Manager ("PM")	Responsible for the delivery of the professional services based upon the agreed upon contract and SOW within the budgeted hours and timeframe. Ensures the project is properly forecasted, assigns tasks/resources, and tracks toward project completion. Holds executive steering committee meetings and/or quarterly business reviews as appropriate to ensure project issues are properly escalated and success is achieved. Facilitates the transition to support.
Analyst ("IA")	Responsible for helping Customer configure OpenGov's product suites as assigned. The Analyst is the primary consultant, guiding Customer through configuration working sessions to put together successful workflows.
Subject Matter Expert ("SME")	OpenGov Subject Matter Experts ("SMEs") will engage in strategy, design, and execution discussions internally and with Customer during the deployment. The SME has a specific area of expertise, and depending on the scope of the project more than one SME may engage. The SME will not be on all working sessions, but will be involved per the direction of the OpenGov Project Manager.
Integration Engineer ("IE")	Responsible for migrations, conversions, and integrations as assigned. Responsible for providing clear direction on specifications to ensure proper delivery of migration, conversions, and integrations. Clear data mapping and data validation to be provided with customer sign-offs obtained by the OpenGov Project Manager.
Account Executive ("AE")	The Account Executive is responsible for the sales cycle. Aligning on program vision, value proposition, and contract

	terms. The Account Executive will facilitate project kickoff along with the OpenGov Project Manager. The Account Executive will be engaged with the customer throughout their journey with OpenGov, post-deployment and beyond.
Customer Manager ("CM")	The Customer Manager ("CM") is the primary customer relationship holder post-Deploy. The "Air Traffic Controller" or "Quarterback" of OpenGov resources with focus on long term success of Customer's partnership with OpenGov. The CM will engage with Customer to discuss adoption strategy and conduct periodic reviews to ensure Customer's key stakeholders understand all OpenGov offerings and how they align to key Customer priorities. The CM will be introduced at deployment kick-off, but will not be an active participant in deployment working sessions. As the deployment approaches closure, the CM's engagement will ramp-up, and the OpenGov Project Manager to CM meeting with Customer will occur prior to Project Completion.
Customer	
Role	Role Description
Budget Owner ("BO")	The Customer Budget Owner commits the funds to the project deployment, assesses the value to the cost (ROI), and approves changes orders. In some cases, the Budget Owner and Executive Sponsor are the same person.
Executive Sponsor ("ES")	Responsible for ensuring Customer team is aligned to core project value proposition and goals. Able to intervene if the project goes off track, and has ability to make decisions on timeline and budget when decisions are stalled. The Executive Sponsor is not expected to regularly attend deployment working sessions. Executive Sponsors, attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.
Project Manager ("PM")	Serves as the primary contact for OpenGov Project Initiation, Best Practice Review, Configuration, Validation, Deploy, Project Completion. Coordinates meetings and schedules. Controls communication between the Customer and OpenGov project teams.
Project Lead ("PL")	Is an internal SME in the functional area of deployment. Attends working sessions, trainings, and responsible for reviewing configurations. Primary OpenGov counterpart will be the Analyst.

Data and SystemsLead (“DSL”)	Responsible for mapping out data infrastructure and validating migration, conversion, integration requirements. Someone who is able to connect OpenGov team with any of Customer’s third-party data sources and vendors as needed to fulfill SOW requirements.
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4.2. OpenGov Roles and Responsibilities RACI

Phases	Frequency	OpenGov				Customer			
		ES	PM	IA	IE	ES	PM	PL	DSL
Project Initiation	One-time	I	R	I	I	I	A	C	I
Best Practice Review	Iterative	I	R	C	I	I	A	C	I
Configuration	Iterative	I	A	R	R	I	A	A	C
Validation	Iterative	I	A	C	C	I	A	R	C
Deploy	Iterative	I	A	A	I	I	A	R	I
Project Completion	One-time	I	R	C	I	I	R	A	C

R = Responsible to perform the task

A = Accountable for the task being completed

C = Consulted with prior to the activity being performed

I = Informed that the task has been completed

5. Governance

Project Governance provides the foundation and framework to manage deployments by assessing progress and addressing questions and challenges during the course of deployment. OpenGov follows three guiding principles for governance to maximize the deployment value with our customers:

- **Regular communication** aligned to the agreed upon project plan and timing will occur. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, as we can only address items when known.



City of Dalton Gardens

6360 N Fourth Street, Dalton Gardens, ID 83815

Phone: (208) 772-3698 Fax: (208) 762-5156

Monthly Planner Activity Report

February 1, 2021

Code amendments

Draft code amendments that address setbacks for accessory structures in the residential zone, requirements for residential fences, new requirements addressing light trespass, and numerous adjustments to the standards of the Commercial zone have been completed and were recommended for approval by the Planning Commission at their June, 2020 hearing. The matter is awaiting a workshop with the City Council to discuss the amendments, prior to a public hearing with the Council.

On January 28, the Planning Commission held a second public hearing on proposed amendments for small cell wireless communication facilities. The hearing was continued to the February meeting to accommodate a 30-minute group power point presentation.

Variances / Special Use Permits

Tim Neil has applied for a new special use permit for a light industrial use at 147 E. Aqua Circle for a business called Heavy Metal Off-Road. It will be heard by the Planning Commission on February 25.

Subdivisions

No new subdivision requests have been submitted in the last month.

Building Permits

Building permit activity continues to be light. The mild winter is allowing for some new construction projects to start. Since the last monthly report, the City has issued 9 new permits, which are broken down as follows:

- 4 mechanical permits
- 2 new residences
- 2 new residential accessory buildings
- 1 addition to a residential accessory building

Right of way encroachment permits

No new right of way encroachment permits were issued this month.

Code enforcement

Code enforcement continues at a steady pace. There are currently 16 unresolved code enforcement issues that the City is working on. The most noteworthy code enforcement cases include:

- Ron Ross, at 7520 Valley. The City has received multiple complaints about Mr. Ross having an accessory living unit in his backyard. A new notice of violation was sent to Mr. Ross. If no response is received within 45 days of mailing the notice, the violation will be recorded against the property.
- Mike White, at 6263 17th. Mr. White has an accessory living unit on the property that has prevented the City from issuing the Certificate of Occupancy (CO) for the new home. Mr. White is occupying the new home without a CO. He has appealed the denial of the CO, the Council denied the appeal, and now Mr. White has requested reconsideration on that appeal. The City Attorney has agreed to postpone hearing the request for reconsideration for another month. To staff's knowledge, there has been no progress toward removal of the ALU.

Annexation

Staff sent a letter to the 2 property owners off Totten Lane that were identified as potential annexation properties by the Council. The letters are included in the Council's packet. One of the property owners contacted Staff, and they may address the Council at this month's meeting. Staff also prepared exhibits that show the potential tax revenue for the City from annexation of the Totten Lane parcels, as well as all parcels in the Area of City Impact.

City park and facility reservation policies

Policies for reserving the City Park, the riding arena and city hall have been drafted and are awaiting Council review and approval. Staff also drafted a code amendment that addresses parades and large gatherings. Staff recommends the Council review the policies and draft amendments at a workshop.

City fee resolution

The Council decided to postpone further work on the fee resolution until park usage policies can be drafted, which will allow for inclusion of the park reservation fees in the fee schedule.

Respectfully submitted,



Rand Wichman
City Planner



CONTRACT CITY REPORT

CITY OF DALTON

SERVICE HOURS	MONTH	YTD
PATROL DIVISION		
Patrol Deputies (Including Sergeants)	205.0	2,759.0
District Deputies	12.0	282.0
Animal Control Section	6.0	84.0
Community Service Section	25.0	177.0
TOTAL PATROL DIVISION	248.0	3,302.0
DETECTIVE DIVISION	14.5	710.5
TOTAL SERVICE HOURS	262.5	4,012.5
TOTAL C.O.P.P.S HOURS	0.0	0.0
TOTAL SCLP HOURS	0.0	0.0

ACTIVITY

Law Enforcement Calls	89	1,176.0
Accidents	2	18.0
Traffic Citations	18	267.0
Total Reports	6	105.0
Arrests	1	12.0

Respectfully Submitted,
Robert Norris, Sheriff

