

**City of Dalton Gardens Council Meeting  
Thursday, August 6, 2020, 6:00 p.m.  
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: 389511**

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

**WEBINAR ID: 865 2992 8777**

**PASSWORD: 389511**

**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 Regular Meeting July 8th, 2020, Special Meeting June 30th, 2020, July 14th, 2020 and Workshop Meeting July 15<sup>th</sup>, 2020.
- B. Financial Statement from July 1, 2020 to July 31, 2020 and the claims so listed and the Quarterly Financial Report ended June 30, 2020.

**2. ACTION ITEM – APPROVAL OF ENGINEERING CONTRACT WITH HMH ENGINEERING SERVICES**

**3. ACTION ITEM – DISCUSSION/APPROVAL TO CHANGE 4<sup>TH</sup> STREET LANE WIDTH FOR STRIPING**

**4. ACTION ITEM – ADMINISTRATIVE APPEAL PURSUANT TO 1-11-1A BROUGHT BY BOBBI PLUMLEE FOR APPEAL OF A NOTICE OF VIOLATION ISSUED BY THE PLANNING ADMINISTRATOR. THE ALLEGED VIOLATION IS RELATED TO BUILDING SETBACKS ON AN ACCESSORY BUILDING AT 6872 N. 15<sup>TH</sup> STREET**

**5. ACTION ITEM – APPROVAL OF AMENDING TITLE 9, CHAPTER 1, SECTION 1 OF DALTON GARDENS MUNICIPAL CODE TO CLARIFY REQUIREMENTS FOR APPROACHES TO PRIVATE PROPERTY**

**6. ACTION ITEM – PUBLIC HEARING ON BUDGET AMENDMENT TO THE 2019-2020 FISCAL BUDGET**

**7. ACTION ITEM – APPROVAL OF APPROPRIATION ORDINANCE AMENDMENT FOR FISCAL YEAR 2019-2020**

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

**9. ACTION ITEM - DISCUSSION REGARDING CITY’S INSURANCE PLAN AND PREMIUMS FOR 2020-2021**

**10. ACTION ITEM - TENTITIVE APPROVAL OF THE 2020-2021 FISCAL YEAR BUDGET**

**11. ACTION ITEM – ADJOURN**

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

**MINUTES OF THE SPECIAL MEETING OF THE  
CITY OF DALTON GARDENS JUNE 30, 2020  
VIA TELECONFERENCE @ 5:00 PM**

Meeting was called to order by Mayor Edwards at 5:00 PM.

**ROLL CALL:**

Present were: Councilmembers Chase, O'Brien, Wuest and Craft. Also present were Attorneys Caitlin Kling and Rand Wichman – City Planner (via zoom) Valerie Anderson, City Clerk and Teresa Janzen, Deputy Clerk.

**APPROVAL OF THE 2020 ASPHALT REPAIR AGREEMENT WITH ROCK PRODUCTS INC.**

Councilmember Craft reported that the agreement in front of the council tonight is for the asphalt repair on Prairie Ave, Deer Haven and 4<sup>th</sup> Street which will begin on July 6, 2020 at 8:00 AM.

Councilmember Wuest made a motion to approve the asphalt repair agreement with Rock Products Inc. Councilmember Chase seconded the motion. Roll Call Vote: Councilmember Chase – yes, Councilmember O'Brien – yes, Councilmember Wuest – yes, Councilmember Craft – yes. Motion carried.

**DISCUSSION OF LAKE CITY LAW AS CITY ATTORNEY FIRM EFFECTIVE JULY 1<sup>ST</sup>, 2020**

The council discussed the City Attorney issue and Councilmember Craft, Wuest and O'Brien all agreed to stay with Caitlin Kling and Lake City Law as the Attorney for the City of Dalton Gardens. Councilmember Chase stated that we do not have a contract and we have some unanswered questions and that council should not be rushed into making a decision with no contract. She requested that this item be tabled for another month and we get a formal contract.

Councilmember Wuest made a motion to accept Caitlin Kling with Lake City Law and pay the same contract fee for 6 months and negotiate the rate at the start of 2021. Councilmember Craft seconded the motion. Roll Call Vote: Councilmember Chase – no, Councilmember O'Brien – yes, Councilmember Wuest – yes, Councilmember Craft – yes. Motion carried.

**APPROVAL OF AMENDING TITLE 9, CHAPTER 1, SECTION 1 OF DALTON GARDENS MUNICIPAL CODE TO CLARIFY REQUIREMENTS FOR APPROACHES TO PRIVATE PROPERTY**

The council discussed the amendments to the code on requirements for approaches to private property and had several questions for the City Planner.

Councilmember O'Brien made a motion table the amendment until the July 8<sup>th</sup> meeting.

Councilmember Wuest seconded the motion. Motion carried.

**DISCUSSION REGARDING REQUEST FROM ISAAC REINHERT FOR AN ALTERED TURNAROUND ON 18<sup>TH</sup> STREET**

The council discussed the 18<sup>th</sup> Street turnaround and decided that there is no need for any changes to the turnaround at this time.

Councilmember Chase made a motion to deny the 18<sup>th</sup> Street turnaround request. Councilmember Craft seconded the motion. Roll Call Vote: Councilmember Chase – yes,

Councilmember O'Brien – yes, Councilmember Wuest – yes, Councilmember Craft – yes. Motion carried.

**APPROVAL TO AMEND TITLE 2 – BOARDS AND COMMISSIONS, TO ADD A NEW CHAPTER 3 – FINANCE COMMISSION, TO DALTON GARDENS CITY CODE**

The council discussed the new ordinance for a finance commission and was not in support of creating an ordinance and that no formal commission should be formed.

Councilmember O'Brien made a motion to place the proposed ordinance on its first and only reading by title only while under suspension of the rules. The motion denied due to no second.

**APPROVAL TO AMEND TITLE 2 – BOARDS AND COMMISSIONS TO ADD A NEW CHAPTER 4 – TRAFFIC COMMISSION, TO DALTON GARDENS CITY CODE**

The council discussed the new ordinance for a transportation commission and was not in support of creating an ordinance and that no formal commission should be formed.

Councilmember O'Brien made a motion to place the proposed ordinance on its first and only reading by title only while under suspension of the rules. The motion denied due to no second.

**APPOINTMENT OF DREW DITTMAN TO PLANNING & ZONING COMMISSION**

Tabled until the July 8<sup>th</sup> meeting

**PUBLIC COMMENT**

Gary Sonnen – 7447 Valley Street – He stated that he could not hear the discussions by the council over zoom. He suggested that traffic counts not be done at this time as the traffic is going in all directions with all of the road construction going on in the city. He advised the council to do more research on the crosswalks and turnaround on 18<sup>th</sup> Street.

Lila Tatum – 7080 Valley Street – She stated that Planning & Zoning Commission should be looked at closely as not to stack the deck. She also asked about the recent survey which was sent out as if it was sent to rental properties. The answer to the question was it was sent to property owners.

Joe Myers – 7424 Mt. Carrol – He advised the council to do some research in the 18<sup>th</sup> Street turnaround as it was created in conjunction with the Jordan Subdivision. He also stated that there is illegal signage down there which should be addressed.

Mike Chase – 7512 4<sup>th</sup> Street – He addressed the survey which was just mailed out and asked where the list came from for mailing. It was stated that the list was off of the septic tank pumping list which the city uses. He stated that a County AIN list should be used to limit mailings to property owners only.

Sue Supp - 7024 16<sup>th</sup> Street – She cautioned the council in the Attorney termination with Hawley Troxell and the new contract with Lake City Law. She stated that the attorney contract is about 8% of the city budget and that they need to aware of the bills and get the best value for their money.

Public comment period was closed.

Councilmember Chase made a motion to adjourn the meeting at 6:45 pm. Councilmember Craft seconded the motion. Motion carried

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Dan Edwards, Mayor

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Valerie S. Anderson, Clerk

**MINUTES OF THE REGULAR MEETING OF THE  
CITY OF DALTON GARDENS JULY 8, 2020  
VIA TELECONFERENCE @ 4:00 PM**

Meeting was called to order by Mayor Edwards at 4:00 PM.

**ROLL CALL:**

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

The pledge was recited and led by Councilmember Wuest.

**PUBLIC COMMENT PERIOD**

Dick Flugel – 7303 N. 4<sup>th</sup> Street – He stated that the survey was not worded well to understand what was being asked. He asked about the hiring of law enforcement and who would be in control of issuing of tickets. The council explained that it is up to the deputy to issue the ticket to the driver or not.

Steve Meredith – 315 E. Canfield – He commented on the survey and stated that the traffic impediments would move more traffic on to more residential streets. He stated that KMPO is moving the traffic.

Lori Meredith – 315 E. Canfield – She stated that she is not in favor of rerouting traffic as it will bring more traffic down Rude Street.

Mike Chase – 7512 N. 4<sup>th</sup> Street – He commented on the moving of traffic in the city and that the survey was poorly written. He also stated that the council has no authority to direct the Sheriff.

Public comment period was closed.

**CONSENT CALENDAR:**

Councilmember Craft made a motion to approve the minutes from the June 4<sup>th</sup> and June 23<sup>rd</sup> council meetings. Councilmember Wuest seconded the motion. Roll call vote: Councilmember Chase – yes, Councilmember O'Brien – not available online, Councilmember Wuest – yes, Councilmember Craft – yes. Motion carried.

Councilmember Wuest made a motion to approve the financial statements for the month of June and the claims listed. Councilmember Chase seconded the motion. Roll call vote: Councilmember Chase – yes, Councilmember O'Brien – not available online, Councilmember Wuest – yes, Councilmember Craft -- yes. Motion carried.

**APPOINTMENT OF DREW DITTMAN TO PLANNING & ZONING COMMISSION**

Mr. Dittman withdrew his appointment from the Planning & Zoning Commission due to personnel reasons.

**APPROVAL OF AMENDING TITLE 9, CHAPTER 1, SECTION 1 OF DALTON**

### **GARDENS MUNICIPAL CODE TO CLARIFY REQUIREMENTS FOR APPROACHES TO PRIVATE PROPERTY**

The council discussed the changes which they would like to make to the requirements for approaches to private property and directed the City Planner to make the changes and bring it back to the council for approval at the next council meeting in August.

### **PUBLIC HEARING ON CITY CODE AMENDMENTS TO TITLE 5 AND TITLE 9**

Councilmember Wuest made a suggestion to table the amendments to Title 5 & Title 9 until the council has a chance to do a workshop to discuss the amendments, the council all agreed.

### **EVALUATION AND AWARD OF RFQ FOR ENGINEERING SERVICES**

The City Attorney explained the process and the city received one RFQ for Engineering Services which was from HMH Engineering. The City Clerk opened the proposal and distributed copies to the council. The council will continue the evaluation and award of the RFQ until July 14<sup>th</sup>, 2020 at 2:00 pm.

### **SET PUBLIC HEARING DATE ON AMENDING OUR APPROPRIATION ORDINANCE FOR FISCAL YEAR 2019-2020**

Attorney Kling explained the process and the purpose of the opening of the budget for the fiscal year 2019-2020 budget. She stated that the agenda item is to set a public hearing for August 6<sup>th</sup>, 2020 which is required to have newspaper publication for a two week period before the hearing.

Councilmember Wuest made a motion to set August 6, 2020 as the public hearing for amending the appropriation ordinance for the fiscal year 2019-2020. Councilmember Chase seconded the motion. Roll call vote: Councilmember Chase – yes, Councilmember O'Brien – yes, Councilmember Wuest – yes, Councilmember Craft – yes. Motion carried.

Public comment period was reopened by the Mayor.

Sue Supp – 7024 N. 16<sup>th</sup> Street – She advised the council to take caution in the approval of the Ordinance of the requirements for approaches to private property. She stated that with the standards for recreation design of trails you should be very careful in dealing with private driveway approaches.

Karen Kimball – 6975 N. 16<sup>th</sup> Street – She asked about application for the position on the Planning & Zoning Commission and what the process is to be considered for the position. The Mayor asked that people submit in writing their interest and an appointment would set to discuss the appointment.

Joe Myers – 7424 Mt. Carrol – He stated that the cancellation of the public hearing was the correct thing to do as it was advertised for 6:00 pm. He also stated that the stripe of land on the east side of Dalton Ave. could become an access issue.

Mike Chase – 7512 N. 4<sup>th</sup> Street – He commented on the Ordinance which deals with the residential driveways widths and non-conforming issues, snow in ROW's, mailboxes and vision triangle in the amendments to the city code.

Public comment period was closed.

**EXECUTIVE SESSION – 74-206(b)** To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student;

Councilmember Wuest made a motion to enter into Executive Session at 5:45 pm according to Idaho State Code 74-206(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. Councilmember Craft seconded the motion. Roll call vote: Councilmember Chase – yes, Councilmember O'Brien – yes, Councilmember Wuest – yes, Councilmember Craft – yes. Motion carried.

The council came out of Executive Session at 7:20 pm and no action was taken.

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

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Dan Edwards, Mayor

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Valerie S. Anderson, City Clerk

**MINUTES OF THE SPECIAL MEETING OF THE  
CITY OF DALTON GARDENS July 14, 2020  
VIA TELECONFERENCE @ 2:00 PM**

Meeting was called to order by Mayor Edwards at 2:00 PM.

**ROLL CALL:**

Present were: Councilmembers Chase, O'Brien – on zoom, Wuest and Craft. Valerie Anderson, City Clerk and Teresa Janzen, Deputy Clerk.

**EVALUATION & AWARD OF RFQ FOR ENGINEERING SERVICES**

Matt Hall and Alex Hall owners of HMH Engineering gave brief explanation of the company and the services which they provide to clients. They are both residents of Dalton Gardens and are interested in working with the City of Dalton Gardens to provide traffic calming ideas and working on the writing of the transportation plan for the City. They stated that their company has a can do attitude and would love to work with the council and mayor on solving some of the issues in the city.

The council did an evaluation of the engineering proposal which was submitted by HMH Engineering Services.

Evaluation score sheets were filled out by the council with results as follows:

Councilmember Chase – 95 points  
Councilmember Wuest – 92 points  
Councilmember Craft – 85 points  
Mayor Edwards – 92 points  
Councilmember O'Brien – no score  
City resident Neher – 90 points

Councilmember Chase made a motion to award HMH Engineering Services the engineering contract for the City of Dalton Gardens. Councilmember Craft seconded the motion. Roll call vote: Councilmember Chase – yea, Councilmember O'Brien – yes, Councilmember Wuest – yes, Councilmember Craft – yes. Motion carried

Budget Workshop for the fiscal year 2020-2021:

The council went through the budget and discussed the area of concern for the upcoming fiscal year. Some of the areas of concern in revenue were interest rates and State Revenue Sharing. They also discussed the street maintenance expenditures and the park and arena expenditures. The clerk will do the readjustments to the budget and submit back to the council.

Councilmember O'Brien made a motion to adjourn the meeting at 4:00 pm. Councilmember Craft seconded the motion. Motion carried.

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Dan Edwards, Mayor

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Valerie S. Anderson, City Clerk

**Summary of Fee Workshop of Dalton Gardens City Council  
Wednesday, July 15, 2020 @ 4:00 PM  
Via Teleconference on Zoom & limited attendance**

The workshop was called to order by Mayor Dan Edwards at 4:00 PM

Roll Call: Councilmember Chase – yes, Councilmember O’Brien – via zoom, Councilmember Wuest – yes, Councilmember Craft – yes, City Planner – Rand Wichman, Attorney Caitlin – via zoom, Clerk/Treasurer Valerie Anderson and Deputy Clerk Teresa Janzen were in attendance.

Rand Wichman went through the fee schedule which he and Councilmember Wuest had worked on in past months. The council made several changes to the schedule and the planner will come back with a clean draft copy of the schedule for the council to have another workshop in the coming months.

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

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Dan Edwards, Mayor

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Valerie S. Anderson, City Clerk

**CITY OF DALTON GARDENS  
TREASURER'S QUARTERLY FINANCIAL REPORT  
QUARTER ENDED JUNE 30, 2020**

<b>GENERAL FUND</b>	<b>YEAR TO DATE</b>	<b>BUDGETED</b>	<b>% BUDGET</b>
<b>REVENUE:</b>			
Taxes	99,996.55	155,367.00	65%
State Revenue Shared	245,595.30	309,000.00	80%
State/County Hwy Funds	125,718.52	159,800.00	79%
Franchise Fees	40,403.17	48,000.00	85%
LID Assessments	243,359.99	90,213.00	270%
Other	152,891.37	123,600.00	124%
Unencumbered Bank Funds	<u>0.00</u>	<u>37,795.00</u>	<u>0.00</u>
<b>Total</b>	<b>907,964.90</b>	<b>923,775.00</b>	<b>99%</b>
<b>EXPENDITURES:</b>			
Gen & Adm.	285,364.73	363,582.00	79%
Law Enforcement	8,284.32	34,000.00	25%
Street Fund	93,353.21	320,975.00	29%
Parks	13,061.25	55,505.00	24%
LID	98,766.60	99,213.00	100%
Planning & Zoning	39,539.40	50,500.00	79%
<b>Total</b>	<b>538,369.51</b>	<b>923,775.00</b>	<b>59%</b>

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

**FINANCIAL STATEMENT**  
**July 1, 2020 thru July 31, 2020**

Balance as of  
**Receipts:**

**\$ 2,574,564.19**

Current Real Property Tax	58,350.48
Delinquent Real Property Tax	485.36
Penalty & Interest	192.67
Transfer Highway District Levy	22,355.49
Court Traffic Fines	60.30
Avista Franchise – April – June 2020	6,097.25
State Highway User Revenue 3 <sup>rd</sup> Qtr.	23,626.19
State Revenue Sharing – 3 <sup>rd</sup> Qtr.	30,632.60
Building Permit Fees	6,786.33
Business License 2020	1,900.00
Rent DWA \$260, Irrigation \$260	520.00
LID #2 - Assessments	176.01
Interest State Investment Pool	2,257.87
State Investment Pool 18 <sup>th</sup> St.	49.45
Checking acct	2.36
Banner Bank – Interest	119.21
Total Receipts	153,611.57
Balance plus Receipts	2,728,175.76

**Claims:**

U.S. Treasury FICA tax due for July	1,988.66
U.S. Treasury - Federal withholding due for July	793.00
State Tax Commission, Idaho – State withholding tax due for July	302.00
Public Employee Retirement System- Employer & Employee Contributions for July	1,536.16
Idaho Independent Intergovernmental Auth – Health Insurance	2,162.00
Avista-Gas & Elect. City Hall \$133.63, arena \$31.00, Shop \$62.56, round about \$29.93	257.12
CDA Press – Legal Ad	153.92
Hawley Troxell – Attorney Contract - June	6,000.00
Idaho Department of Labor – 3 <sup>rd</sup> Quarter Unemployment	51.65
Killen, Eric – Cell phone cover	113.97
Kootenai County Fire & Rescue – Building Inspector for June	3,628.00
Kootenai County Reprographics – Printing of Survey	44.98
Lakeview Tree Care – Removal of one tree in park & two in ROW's	1,475.00
Lexis Nexis – Law book updates	573.75
Royal Business Systems, Inc. – New Copy Machine	5,644.00
Sacco de Campos Landscape Maintenance – Park & Arena contract	2,123.59
Tesh – Shredding of old documents	221.00
Time Warner – Telephone	229.96
Town Mart – Fuel for white truck	54.83
US Bank Credit Card – Street & Office Supplies	193.51
US Bank Service Charges	10.00
Vanguard Cleaning Systems – Office Cleaning	220.00

Verizon Wireless – Cell Phone for Code Enforcement	181.08
Welch Comer & Associates – General Engineering Services	866.55
Rand Wichman Planning – Contract for July	4,180.00
Valerie Anderson – Salary for July	3,286.37
Carrie Chase – Council July	340.76
Ray Craft – Council July	340.76
Dan Edwards – Mayor July	724.11
Teresa Janzen – Wages for July	454.98
Eric Killen – July hours – Code Enforcement	714.71
Aaron O’Brien – Council July	334.16
Robert Wuest – Council July	369.40
Jim Wuest – Wages hours July	2,672.26
	<b>Total Claims</b>
	42,242.24
	<b>Balance</b>
	2,685,933.52

**Balance by Depository:**

U.S. Bank – Checking	347,969.24
State Investment Pool	2,053,171.88
State Investment Pool # 2	44,967.27
U.S. Bank–Checking LID	29,628.21
Banner Bank-Guaranteed fund	34,746.46
Petty Cash	50.00
US Bank - LID #2 – Checking	175,400.46
	2,685,933.52

Road Projects	\$458,742
Parks	\$ 14,325
Equip Replacement	\$ 20,000
Art Fund	\$3,300
<b>Total</b>	<b>\$496,367.</b>

## CITY OF DALTON GARDENS Unpaid Bills Detail

Type	Date	Memo	Due Date	Account	Open Balance
<b>Avista Utilities</b>					
Bill	07/16/2020	1423430,1423431,1426229,290125122	07/31/2020	2000 · *Accounts Payable	-257.12
Bill	07/16/2020	City Hall	07/31/2020	419-852 · BLDG & GROUNDS UTILITIES	133.63
Bill	07/16/2020	1426229 Arena	07/31/2020	419-852 · BLDG & GROUNDS UTILITIES	31.00
Bill	07/16/2020	shop	07/31/2020	419-852 · BLDG & GROUNDS UTILITIES	62.56
Bill	07/16/2020	light at roundabout	07/31/2020	431-036 · STREET SIGNAL LIGHTS	29.93
Total Avista Utilities					
0.00					
<b>Coeur d'Alene Press</b>					
Bill	07/29/2020	Account # 6678	07/31/2020	2000 · *Accounts Payable	-153.92
Bill	07/29/2020	Legal Notice	07/31/2020	415-044 · LEGAL PUBLISHING	153.92
Total Coeur d'Alene Press					
0.00					
<b>Hawley Troxell Attorneys &amp; Counselors</b>					
Bill	07/16/2020	Invoice 412829	07/31/2020	2000 · *Accounts Payable	-6,000.00
Bill	07/16/2020	June 2020 Attorney fees	07/31/2020	419-042 · PROFESSIONAL SERVICES	6,000.00
Total Hawley Troxell Attorneys & Counselors					
0.00					
<b>III-A</b>					
Bill	07/31/2020		07/31/2020	2000 · *Accounts Payable	-2,162.00
Bill	07/31/2020	August health Insurance plus adjustment t...	07/31/2020	415-046 · EMP HEALTH INSURANCE	2,162.00
Total III-A					
0.00					
<b>Killen, Eric</b>					
Bill	07/16/2020		07/31/2020	2000 · *Accounts Payable	-113.97
Bill	07/16/2020	Cell Phone Cover for Code Enforcement	07/31/2020	415-031 · OFFICE SUPPLIES & POSTAGE	113.97
Total Killen, Eric					
0.00					
<b>Kootenai County Fire &amp; Rescue</b>					
Bill	07/16/2020	Contract for bldg inspections	07/31/2020	2000 · *Accounts Payable	-3,628.00
Bill	07/16/2020	June 2020	07/31/2020	424-010 · BUILDING INSPECTOR SERVICES	3,628.00
Total Kootenai County Fire & Rescue					
0.00					
<b>Kootenai County Reprographics</b>					
Bill	07/29/2020	2020-000000114	07/31/2020	2000 · *Accounts Payable	-44.98
Bill	07/29/2020	Printing of Survey	07/31/2020	415-031 · OFFICE SUPPLIES & POSTAGE	44.98
Total Kootenai County Reprographics					
0.00					
<b>Lakeview Tree Care</b>					
Bill	07/29/2020		07/31/2020	2000 · *Accounts Payable	-1,475.00
Bill	07/29/2020	Remove 3 trees on ROW's	07/31/2020	431-363 · STREET MAINTENANCE PURCHA...	925.00
Bill	07/29/2020	Remove tree in City park	07/31/2020	438-042 · PARK MAINT-Contracted	550.00
Total Lakeview Tree Care					
0.00					

Type	Date	Memo	Due Date	Account	Open Balance
LexisNexis Matthew Bender					
Bill	07/16/2020	Account # 63991 83001	07/31/2020	2000 · *Accounts Payable	-573.75
Bill	07/16/2020	Idaho Code book Supplement	07/31/2020	419-048 · DUES & SUBSCRIPTIONS	573.75
Total LexisNexis Matthew Bender					0.00
Rand Wichman Planning LLC					
Bill	07/30/2020	Invoice 1967	07/31/2020	2000 · *Accounts Payable	-4,180.00
Bill	07/30/2020	Planning for July 2020	07/31/2020	417-045 · PLANNING CONSULTANT	4,180.00
Total Rand Wichman Planning LLC					0.00
Royal Business Systems					
Bill	07/29/2020	Inv. #IN129225	07/31/2020	2000 · *Accounts Payable	-5,644.00
Bill	07/29/2020	New Copy Machine for office	07/31/2020	415-074 · SOFTWARE PURCHASE & IT SER...	5,644.00
Total Royal Business Systems					0.00
Sacco De Campos Landscape Maintenance LLC					
Bill	07/30/2020	Invoice 3251	07/31/2020	2000 · *Accounts Payable	-2,123.59
Bill	07/30/2020	Park & Arena mowing & Weed Control	07/31/2020	438-042 · PARK MAINT-Contracted	2,123.59
Total Sacco De Campos Landscape Maintenance LLC					0.00
TESH INC.					
Bill	07/16/2020	Invoice 14553	07/31/2020	2000 · *Accounts Payable	-221.00
Bill	07/16/2020	Shredding of old finance records	07/31/2020	415-031 · OFFICE SUPPLIES & POSTAGE	221.00
Total TESH INC.					0.00
Time Warner Cable					
Bill	07/16/2020	8448 61 004 01222664	07/31/2020	2000 · *Accounts Payable	-229.96
Bill	07/16/2020	Telephone & Internet August 2020	07/31/2020	415-061 · TELEPHONE	229.96
Total Time Warner Cable					0.00
Town Mart					
Bill	07/16/2020		07/31/2020	2000 · *Accounts Payable	-54.83
Bill	07/16/2020	Fuel for White truck	07/31/2020	431-335 · FUEL AND LUBRICANTS	54.83
Total Town Mart					0.00
US Bank, Credit Card					
Bill	07/16/2020		07/31/2020	2000 · *Accounts Payable	-193.51
Bill	07/16/2020	Office Supplies	07/31/2020	415-031 · OFFICE SUPPLIES & POSTAGE	105.23
Bill	07/16/2020	Supplies for Park & Arena Sprinklers	07/31/2020	438-032 · PARK MAINTENANCE SUPPLIES	88.28
Total US Bank, Credit Card					0.00
Vanguard Cleaning Systems of the Inland N					
Bill	07/16/2020	96526	07/31/2020	2000 · *Accounts Payable	-220.00

Type	Date	Memo	Due Date	Account	Open Balance
Bill	07/16/2020	City Hall Cleaning and outside restroom J...	07/31/2020	419-860 - BLDG & GROUNDS MAINTENANCE	220.00
Total Vanguard Cleaning Systems of the Inland N					0.00
Verizon Wireless					
Bill	07/29/2020	Account no. 742351309-00001	07/31/2020	2000 - *Accounts Payable	-181.08
Bill	07/29/2020	Code Enforcement phone	07/31/2020	415-051 - TELEPHONE	181.08
Total Verizon Wireless					0.00
Welch Comer & Associates, Inc.					
Bill	07/29/2020	Invoice 41129200-039	07/31/2020	2000 - *Accounts Payable	-866.55
Bill	07/29/2020	Engineering services for May 24, to June ...	07/31/2020	431-003 - ROADS-ENG PLANS & SERVICES	866.55
Total Welch Comer & Associates, Inc.					0.00
<b>TOTAL</b>					<b>0.00</b>

## Profit &amp; Loss Budget vs. Actual

08/03/20

Accrual Basis

	Oct '19 - Sep 20	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
311.1 · CURRENT REAL PROPERTY TAX	157,010.37	153,367.00	3,643.37	102.4%
312.1 · DELINQUENT REAL PROPERTY TAX	1,532.00	1,500.00	32.00	102.1%
316.0 · FRANCHISE TAX TIME WARNER	20,131.05	22,000.00	-1,868.95	91.5%
316.5 · FRANCHISE TAX AVISTA	26,369.37	26,000.00	369.37	101.4%
319.0 · PENALTY & INTEREST	482.69	500.00	-17.31	96.5%
321.0 · BUSINESS LICENSE REVENUE	6,050.00	7,000.00	-950.00	86.4%
321.1 · HOME BASED BUS LICENSE	225.00	300.00	-75.00	75.0%
322.1 · BUILDING PERMIT REVENUE	73,271.57	65,000.00	8,271.57	112.7%
322.2 · SIGN PERMIT FEES	430.70	300.00	130.70	143.6%
322.3 · SPECIAL USE FEES	1,420.00	1,000.00	420.00	142.0%
335.1 · STATE LIQUOR ALLOCATION	76,296.00	91,000.00	-14,704.00	83.8%
335.2 · HIGHWAY USERS REVENUE	84,626.80	85,000.00	-373.20	99.6%
335.3 · NEW HIGHWAY USER REVENUE	26,174.08	26,800.00	-625.92	97.7%
335.4 · COURT REVENUE-TRAFFIC FINES	3,955.18	10,000.00	-6,044.82	39.6%
335.5 · STATE SALES TAX	35,763.74	45,000.00	-9,236.26	79.5%
335.6 · STATE REVENUE SHARING	164,168.16	173,000.00	-8,831.84	94.9%
338.1 · TRANSFER HWY DISTRICT LEVY	60,899.32	48,000.00	12,899.32	126.9%
338.70 · 4th STREET PROJECT ITD GRANT	42,998.28	0.00	42,998.28	100.0%
355.1 · LID Assessments	34,860.94	25,000.00	9,860.94	139.4%
355.2 · LID #2 - GOVERNMENT WAY	208,675.06	65,213.00	143,462.06	320.0%
371.0 · INTEREST INCOME	29,659.37	34,000.00	-4,340.63	87.2%
371.2 · RENT	4,906.20	5,000.00	-93.80	98.1%
373 · REFUNDS & REIMBURSEMENTS	1,668.01	0.00	1,668.01	100.0%
376-000 · CONTRIBUTIONS & DONATIONS	0.22	1,000.00	-999.78	0.0%
378 · Unencumbered Bank Funds	0.00	37,795.00	-37,795.00	0.0%
<b>Total Income</b>	<b>1,061,574.11</b>	<b>923,775.00</b>	<b>137,799.11</b>	<b>114.9%</b>
<b>Gross Profit</b>	<b>1,061,574.11</b>	<b>923,775.00</b>	<b>137,799.11</b>	<b>114.9%</b>
<b>Expense</b>				
411-010 · CITY COUNCIL SALARIES	17,600.00	19,200.00	-1,600.00	91.7%
411-021 · CITY COUNCIL PAYROLL TAXES	1,224.00	1,475.00	-251.00	83.0%
411-022 · CITY COUNCIL STATE RETIREMENT	1,685.20	2,400.00	-714.80	70.2%
411-047 · CITY COUNCIL TRAVEL/MEETINGS	156.00	1,000.00	-844.00	15.6%
413-010 · MAYOR SALARIES	9,350.00	10,200.00	-850.00	91.7%
413-021 · MAYOR PAYROLL TAXES	650.27	781.00	-130.73	83.3%
413-022 · MAYOR STATE RETIREMENT	1,026.46	1,325.00	-298.54	77.5%
413-047 · MAYOR TRAVEL & MEETINGS	39.00	500.00	-461.00	7.8%
415-010 · CLERK SALARIES	47,935.25	52,293.00	-4,357.75	91.7%
415-021 · CLERK PAYROLL TAXES	3,333.66	4,001.00	-667.34	83.3%
415-022 · CLERK-STATE RETIREMENT	5,203.20	6,250.00	-1,046.80	83.3%
415-028 · CLERK UNEMPLOYMENT TAXES	77.79	250.00	-172.21	31.1%
415-031 · OFFICE SUPPLIES & POSTAGE	4,394.37	8,000.00	-3,605.63	54.9%
415-042 · AUDIT AND ACCOUNTING	9,195.00	12,000.00	-2,805.00	76.6%
415-044 · LEGAL PUBLISHING	1,370.59	4,000.00	-2,629.41	34.3%
415-046 · EMP HEALTH INSURANCE	18,830.00	24,000.00	-5,170.00	78.5%
415-047 · CLERK TRAVEL @ MEETINGS	78.00	1,500.00	-1,422.00	5.2%
415-051 · TELEPHONE	2,180.68	2,000.00	180.68	109.0%
415-058 · OFFICE MAINTENANCE	467.24	600.00	-132.76	77.9%
415-074 · SOFTWARE PURCHASE & IT SERVICE	8,045.92	20,000.00	-11,954.08	40.2%
415-110 · DEPUTY CLERK-SALARIES	13,429.60	18,000.00	-4,570.40	74.6%
415-121 · DEPUTY CLERK-PAYROLL TAXES	1,025.67	1,377.00	-351.33	74.5%
415-122 · DEPUTY CLERK-STATE RETIREMENT	1,589.53	2,150.00	-560.47	73.9%
415-128 · DEPT CLERK-UNEMPLOYMENT TAXES	41.88	76.00	-34.12	55.1%
417-043 · P & Z TRAVEL & MEETING EXP	0.00	500.00	-500.00	0.0%
417-045 · PLANNING CONSULTANT	43,719.40	50,000.00	-6,280.60	87.4%
419-042 · PROFESSIONAL SERVICES	116,117.00	72,000.00	44,117.00	161.3%
419-046 · INSURANCE	4,869.00	7,500.00	-2,631.00	64.9%
419-048 · DUES & SUBSCRIPTIONS	2,346.53	2,500.00	-153.47	93.9%
419-852 · BLDG & GROUNDS UTILITIES	6,712.86	6,000.00	712.86	111.9%
419-860 · BLDG & GROUNDS MAINTENANCE	3,766.82	4,000.00	-233.18	94.2%
419-861 · BLDG MAINT CONTRACTED	0.00	3,000.00	-3,000.00	0.0%
419-869 · MISCELLANEOUS SERVICE & CHARGES	1,882.01	1,800.00	82.01	104.6%
421-001 · Special Law Enforcement Exp	1,576.08	12,000.00	-10,423.92	13.1%
421-010 · CODE ENFORCE-SALARY	5,235.00	20,000.00	-14,765.00	26.2%

	Oct '19 - Sep 20	Budget	\$ Over Budget	% of Budget
421-022 · Code Enforcement-State Retireme	163.58			
421-028 · CODE ENFORCE-UNEMPLOYMENT TAX	3.32			
421-042 · PROSECUTING ATTORNEY	2,030.00	2,000.00	30.00	101.5%
423-032 · FIRE HYDRANTS	0.00	0.00	0.00	0.0%
424-010 · BUILDING INSPECTOR SERVICES	29,784.00	40,000.00	-10,216.00	74.5%
425-000 · GENERAL CONTINGENCY FUND	0.00	30,000.00	-30,000.00	0.0%
431-003 · ROADS-ENG PLANS & SERVICES	10,593.94	25,000.00	-14,406.06	42.4%
431-004 · SNOW & ICE CONROL-REMOVAL	21,416.34	28,000.00	-6,583.66	76.5%
431-006 · Gov't Way Sewer Project/LID #1	33,518.00	34,000.00	-482.00	98.6%
431-007 · 4th STREET PROJECT	44,065.14	75,000.00	-30,934.86	58.8%
431-008 · LID PHASE 2	65,258.60	65,213.00	45.60	100.1%
431-035 · STREET SIGNAL LIGHTS	385.02	500.00	-114.98	77.0%
431-310 · STREET SIGN MAINT - SALARY	12,599.50	8,200.00	4,399.50	153.7%
431-321 · STREET SIGN MAINT-PAYROLL TAXES	1,222.03	630.00	592.03	194.0%
431-328 · STREET SIGN MAINT-UNEMPL TAXES	44.27	45.00	-0.73	98.4%
431-335 · FUEL AND LUBRICANTS	1,046.63	1,600.00	-553.37	65.4%
431-361 · STREET EQUIPMENT MAINTENANCE	2,985.50	7,000.00	-4,014.50	42.7%
431-363 · STREET MAINTENANCE PURCHASED	2,305.00	175,000.00	-172,695.00	1.3%
432.300 · GARBAGE COLLECTION & DISPOSAL	487.53	500.00	-12.47	97.5%
438-004 · HORSE ARENA & PARK CONSTRUCTION	572.16	9,000.00	-8,427.84	6.4%
438-010 · PARK MAINENANCE LABOR	2,491.00	6,000.00	-3,509.00	41.5%
438-021 · PARK PAYROLL TAX	80.39	475.00	-394.61	16.9%
438-022 · PARK MAINTENANCE RETIREMENT	381.21			
438-028 · PARK MAINTENANCE UNEMPLOYMENT	1.28	30.00	-28.72	4.3%
438-032 · PARK MAINTENANCE SUPPLIES	398.67	1,500.00	-1,101.33	26.6%
438-042 · PARK MAINT-Contracted	13,173.21	35,000.00	-21,826.79	37.6%
438-056 · ANNUAL PICNIC	0.00	3,500.00	-3,500.00	0.0%
440-033 · PUBLIC ART FUND	0.00	0.00	0.00	0.0%
480.0 · KOOTENAI AREA TRANSPORTATION SY	2,904.00	2,904.00	0.00	100.0%
6560 · Company Payroll Expenses	7,991.53			
<b>Total Expense</b>	<b>591,055.86</b>	<b>923,775.00</b>	<b>-332,719.14</b>	<b>64.0%</b>
<b>Net Income</b>	<b>470,518.25</b>	<b>0.00</b>	<b>470,518.25</b>	<b>100.0%</b>

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into effective this 6th day of August, 2020, between HMH, LLC, an Idaho limited liability company (“HMH”), and The City of Dalton Gardens, a political subdivision of the State of Idaho (“CLIENT”).

This Agreement consists of the following documents which are incorporated herein by reference:

- a. Terms and Conditions (Exhibit A);
- b. Rate Schedule (Exhibit B); and

IT IS HEREBY AGREED by and between the undersigned as follows:

1. Scope of Engagement. Client has engaged HMH to perform the following described services (collectively “Services”) at the direction of the Dalton City Mayor and Council.

- Professional Engineering Services, Material Sampling & Testing, Survey, & Construction Engineering & Inspection (CE&I) for traffic related services.

We have agreed that our engagement is limited to performance of the services described above and in Exhibit A and B. Our acceptance of this engagement does not involve an undertaking to perform any services other than those outlined. We may agree with you to limit or expand the scope of our representation from time to time, provided that any such change is confirmed in writing.

a. Course of Construction. If the Scope of Engagement does not include construction phase services for this project, Client acknowledges that it assumes all responsibility for interpretation of the project documents and for construction observation and waives any claim against HMH in connection with same.

2. Fees. HMH shall be compensated for all Services as outlined above on an hourly basis in accordance with the rate schedule as outlined Exhibit B. In addition, Client shall be responsible for payment of all costs incurred by HMH in performing its Services.



## EXHIBIT A

### TERMS AND CONDITIONS

1. **Fees.** Our current billing rates for the professionals that are likely to work on this Project are outlined in Exhibit B. The fees that we charge for our services are based on a variety of factors, the most important of which is the amount of time spent on a particular engagement by our professionals. Our billing rates are subject to change from time to time, with 30 days advance notice. Other factors also may be taken into consideration in determining our fees, including the novelty and complexity of the engagement; the skill requisite to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by you or the circumstances.

a. **Alternate Fee Arrangements.** There are circumstances in which we may provide professional services to you other than on a standard hourly rate arrangement, for example, on a flat-fee basis for certain well-defined services, or other alternate fee basis when appropriate. Any service arrangements other than our standard hourly rates will be effective only after we have discussed the arrangements with you, you have approved the arrangements, and the details of the arrangements have been confirmed in a written fee agreement between you and us.

2. **Costs.** During the course of performing the Services for you, we may be obligated to make payments to third parties for various services. You will be responsible to reimburse us for any third-party charges which we may advance on your behalf. Examples include government and quasi-governmental agency fees, filing and recording fees, significant document duplication projects, overnight or express mail services, charges for outside consultants and research services, and travel expenses. In some circumstances, arrangements with your approval may be made for third parties to bill you directly for those costs. We will not charge you for certain internal services that we provide in connection with our Services (e.g., routine duplication, postage, faxing, and long-distance charges). We will itemize in detail any costs and charges that we advance on your behalf in the invoices that we send to you.

3. **Estimates of Fees and Costs.** HMH will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by HMH. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that HMH shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

4. **Payment of Invoices.** Our standard practice is to issue invoices monthly for work performed and expenses incurred during the previous month. Payment is due promptly upon receipt of our invoice, and our firm will charge a late payment fee of 1 1/2% per month (18% per annum) on invoices not paid within 30 days of receipt. Please bring any questions about

inaccurate, inappropriate, or uncertain charges to the attention of the supervising engineer responsible for your engagement, within 30 days of the date of the invoice in question. Typically, we are able to resolve billing questions and problems promptly to the satisfaction of our clients with little inconvenience or formality. HMH reserves the right to exercise statutory lien rights to secure any sums due without prior notice.

5. Standard of Performance; Disclaimer of Warranties.

a. Level of Services. HMH offers different levels of professional services to suit the desires and needs of differing projects and clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased costs. Client must determine the level of Services adequate for its purposes. Client has reviewed the Scope of Engagement and has determined that it does not need or want a greater level of Services than that being provided.

b. Standard of Care. Subject to the limitations inherent in the agreed Scope of Engagement as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, HMH will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

c. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

6. Changed Circumstances. If HMH discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement and/or which are inconsistent with the general assumptions of the parties as articulated herein, HMH will notify Client in writing of the changed conditions. Following notification, Client and HMH shall renegotiate the terms and conditions of this Agreement in good faith. If HMH and Client cannot agree upon amended terms and conditions within 30 days after notification of the changed conditions, HMH may terminate this Agreement and shall be compensated for all work performed as of the date of termination.

7. Hazardous Environmental Conditions of Materials. HMH's services exclude any services related to hazardous materials or a hazardous environmental condition, including hazardous materials as defined by federal, state and local law. Discovery of hazardous materials after the date of execution of this Agreement mandates renegotiation of HMH's scope of work or suspension or termination of services.

8. Assistance with Permits, Governmental Approval. If the Scope of Engagement includes assistance with seeking governmental permits and/or approval, Client understands and agrees that HMH does not warrant or guarantee that any permits or approvals will be acted upon favorably by the appropriate agency. Should Client have any questions regarding applicable laws, regulations, or laws, including but not limited to a determination of which permits or

approvals are required for the Project, it agrees that it shall seek independent legal advice. Absent specific directives from the Client to do so, HMM shall have no liability for failing to apply for any requisite governmental permits or approval for the Project.

9. **Advise About Possible Outcomes.** Either prior to or at the commencement of our engagement, we may have expressed opinions or beliefs concerning the engagement, possible designs, courses of action, and results. Any such statements made are intended to be an expression of opinion only, based upon information then known or available to us, and should not be construed as a promise or guarantee of a particular result or outcome.

10. **Opinions of Construction and Project Costs.** HMM may be asked to provide opinions of probable construction or Project costs as part of the professional services under this Agreement. Client acknowledges that construction and project development are subject to many influences that are not subject to precise forecasting and are outside of HMM's control. Client understands and agrees that: HMM has no control over the cost of labor or materials furnished by others or market conditions; HMM's opinions of probable cost are based on HMM's experience and judgment; HMM does not guarantee or warrant that bids or estimates prepared by contractors will not deviate from opinions of probable cost provided by HMM; and HMM is not responsible for variations between actual construction bids or costs and HMM's opinions regarding probable construction costs.

11. **Allocation of Risk.**

a. **Indemnification of Client.** Subject to the provisions and limitations of this Agreement, HMM agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by HMM's negligent performance of its Services under this Agreement.

b. **Indemnification of HMM.** Client will indemnify and hold harmless HMM Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors.

c. **Consequential Damages.** Neither Client nor HMM will be liable to the other for any special, consequential, incidental damages or penalties, including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

d. **Continuing Agreement.** The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If HMM provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to

indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. **Insurance.** HMH agrees to procure and maintain, at its sole expense, the following insurance coverage:

- a. Statutory Workers' Compensation/Employer's Liability Insurance;
- b. Commercial General Liability Insurance with minimum limits of \$1,000,000.00 combined single limit for personal injury and property damage;
- c. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000.00 combined single limit for bodily injury and property damage; and
- d. Professional Liability Insurance of \$1,000,000.00 per claim and annual aggregate for protection against claims arising out of the performance of services under this agreement caused by negligent acts, errors, or omissions for which HMH is legally liable.

Upon request and at Client expense, Client can be made an additional insured on HMH's commercial general liability and automobile liability insurance policies and certificates of insurance will be furnished to the Client. HMH shall provide proof of liability coverage as set forth above to Client prior to commencing its performance as herein provided, and require insurer to notify Client within ten (10) days prior to cancellation of said policy.

13. **Client's Responsibilities.** In addition to full and timely payment for the Services performed under this Agreement, Client agrees to:

- a. **Cooperation.** Assist and cooperate with HMH in any manner necessary and within its ability to facilitate HMH's performance under this Agreement.
- b. **Representative.** Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.
- c. **Rights of Entry.** Provide access to and/or obtain permission for HMH to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. HMH will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that HMH's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.
- d. **Relevant Information.** Supply HMH with all information and documents in Client's possession or knowledge which are relevant to HMH's Services. Client warrants the accuracy of any information supplied by it to HMH and acknowledges that HMH is entitled to rely upon such information without verifying its accuracy. Prior to

the commencement of any Services in connection with a specific property, Client will notify HMH any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

e. Subsurface Structures. Correctly designate on plans to be furnished to HMH, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s). HMH is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities.

14. Document Ownership, Retention and Destruction. All documents prepared or obtained through the course of the project, including electronic files, are the property of HMH and Client. Upon request and payment of all fees and costs, Client is entitled to a copy of the complete project files, including paper and electronic versions. Client agrees that no work product may be used or reused by the Client other than for the construction, operation and maintenance of the Project, without prior written authorization of HMH. Client acknowledges that any other use of HMH's work product by Client will be at Client's sole risk without liability of HMH. Client shall timely pay, assume, defend, indemnify and hold HMH harmless from any claims, damages, losses and expenses, including attorney's fees, arising from unauthorized reuse of all work product prepared by HMH, by the Client.

For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of our own files within a reasonable time after the termination of the engagement in accordance with our records retention policies. HMH normally does not retain files for more than 5 years after an engagement is concluded.

15. Termination of Engagement. The obligation to perform under this Agreement may be terminated by either party upon 30 days written notice. Such termination shall be based upon substantial lack of performance by the other party under this Agreement, including but not limited to, Client's failure to pay monthly invoices. HMH may terminate services under this agreement upon 7 days written notice if Client requires or demands that HMH perform services in conflict with HMH's professional responsibilities and Client hereby waives any and all claims against HMH for such termination. If this Agreement is terminated by either party, HMH shall be timely paid for services rendered and for direct expenses incurred to the date of such termination plus close-out or suspension costs including but not limited to document management, rescheduling or re-assignment of personnel, and documentation as to status of work tasks.

16. Miscellaneous.

a. Merger. All oral and written representations, warranties, agreements and contracts discussed or entered into by the parties hereto or their representatives before the effective date of this Agreement relating directly or indirectly to the subject matter set forth in this Agreement are merged into and superseded by this Agreement and this Agreement constitutes the sole and the entire contract between the parties hereto relating to the transactions set forth in this Agreement.

b. Paragraph headings. The paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used to interpret it.

c. Severability. In the event any portions of this Agreement shall be deemed to be void, voidable or unenforceable, the remaining portions shall remain in full force and effect.

d. Choice of law and consent to jurisdiction and venue. This Agreement shall be governed by the laws of the State of Idaho. The parties hereby consent to the jurisdiction and venue of the district court located in Kootenai County, Idaho in the event of any legal proceeding with respect to the negotiation, execution or delivery of this Agreement, or the enforcement of any obligation, right of remedy thereunder, or the assertion of any claim, defense, set off or counterclaim in connection therewith.

e. Construction. As used in this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties hereto. The parties hereto agree that any rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor one party against the other.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which, when executed, shall constitute one and the same instrument. Several duplicate originals of this Agreement shall be signed and each such signed duplicate original for all purposes.

g. Facsimile Copies. The parties agree that facsimile copies of the signatures to this Agreement shall be treated as original signatures, are acceptable to each other, and shall bind the parties' respective rights and obligations under this Agreement, to the same extent as if such signatures were original signatures.

h. Time of the Essence. Timely and prompt performance of each provision of this Agreement is of the essence and shall be required.

i. Notices. Notices required hereunder shall be in writing and shall be delivered to the parties by hand, or certified mail, return receipt requested, at the addresses first listed above and shall be effective upon delivery.

j. Modifications. This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement subscribed to by each of the parties hereto or their authorized representatives.

**k. Agreement Binding on Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective past, present and future successors in interest, partners, directors, officers, owners, stockholders, administrators, executives, employees, agents, representatives and all parent, subsidiary, allied or affiliated corporations or survivors by merger.

**l. No Third Party Beneficiaries.** There shall be no designated or intended third-party beneficiaries to this Agreement. This Agreement is for the sole and exclusive benefit of the parties.

**m. Attorney's Fees.** In the event the parties are unable to resolve a dispute arising under this Agreement and litigation or arbitration is filed to resolve the dispute, the prevailing party shall be entitled to an award of their reasonable attorney's fees and costs.

**n. Non-discrimination:** No person shall be discriminated against in the providing of the services and materials herein under, and HMM, nor any employee, agent or subcontractor, shall refuse to hire any person because of such person's race, creed, sex, color, or national origin. Also, HMM 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 forfeiture.



**EXHIBIT B**  
**RATE SCHEDULE**

<u>EMPLOYEE NAME</u>	<u>POSITION / CLASSIFICATION</u>	<u>LOADED WAGE RATE*</u>
Alex Hall	member	\$ 108.00
Amanda McDowell	project coordinator/inspector	\$ 61.88
Ben Dueterhoeft	staff engineer	\$ 94.05
Brad Ackerman	inspector	\$ 61.88
Brian Thompson	engineer intern	\$ 66.83
Carla Redline	administration	\$ 75.00
Christine Baker	engineer intern	\$ 88.75
Dagon Hall	inspector	\$ 59.40
Dan Budd	civil designer	\$ 102.50
Dianne Sullivan	administration	\$ 56.93
Gary (G.E.) Siegford	sr project manager	\$ 105.65
Greg McDowell	inspector	\$ 85.39
Greg Mills	inspector	\$ 87.86
Irlene Hanson	inspector	\$ 61.88
Jeremy Thompson	inspector	\$ 64.35
Jesse Herndon	sr project manager	\$ 105.60
Jim Roletto	sr project manager	\$ 125.75
Jordan Tillett	engineer intern	\$ 80.65
Justin Shaw	staff engineer	\$ 106.98
Kelly Hubener	inspector	\$ 66.83
Kyle Ferguson	lab tech	\$ 59.40
Logan Ledgerwood	engineer intern	\$ 63.73
Malinda Becker	administration	\$ 41.46
Marcus Levesey	staff engineer	\$ 83.75
Matt Hall	member	\$ 108.00
Nate McKinley	division manager	\$ 98.65
Nicholas Smith	engineer intern	\$ 78.50
Nicole Fitch	civil designer	\$ 56.18
Pat Conro	staff engineer	\$ 104.25
Ron Heidemann	survey manager	\$ 107.04
Ron Hodge	survey manager	\$ 103.95
Ryan Stevens	lab tech	\$ 54.45
Scott Kirking	survey party chief	\$ 74.99
Scott Wardon	inspector	\$ 61.88
Shawn Metts	member	\$ 108.00
Trevor Robason	surveyor	\$ 61.88
Vicki Klemm	survey tech	\$ 72.02




# City of Dalton Gardens

6360 N Fourth Street, Dalton Gardens, ID 83815

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

## MEMORANDUM

TO: Mayor and City Council

FROM: Rand Wichman, City Planner 

DATE: April 30, 2020

RE: CODE ENFORCEMENT APPEAL FROM BOBBIE PLUMLEE

### **Background**

Bobbie Plumlee owns property at 6872 N. 15<sup>th</sup> Street, identified as assessor's parcel no. D-1400-30-073-AB. The property has a single family residence on it and an outbuilding located behind the house on the north side of the property.

In October of 2019, Mr. Plumlee applied for a building permit for a lean-to addition to the outbuilding (permit no. 3767, attachment A). About the same time, the City received a complaint from the neighbor to the north regarding the lack of setback from the existing outbuilding. The combination of the complaint and the building permit request resulted in city staff conducting research on the existing structure to determine if it was a legal nonconforming structure.

According to the city's records, the original structure was permitted in 1976 as a 576 square foot building (actually 594 square feet according to the site plan which shows building dimensions of 24' x 24'9"). Also according to the site plan, the building had a 10' setback to the side property line. That original permit (permit no. 163) is included as attachment B.

At an unknown time after the original structure was built, the lean-to was added on to the building without the benefit of a permit, and in violation of the setback requirements of the residential zone.

On March 19, 2020, a "Notice and Order" letter was sent to Mr. Plumlee, giving formal notice of the violation (attachment C). Mr. Plumlee responded with a letter on March 22, 2020 (attachment D). A subsequent letter was sent to Mr. Plumlee on March 30, 2020, providing additional information and direction on the appeal process (attachment E). Mr. Plumlee then filed his appeal letter on April 20, 2020 (attachment F)

### **Code Provisions for Appeals**

The Dalton Gardens Municipal Code provisions for appeals were recently amended by Ordinance No. 264. This is an appeal of an administrative determination related to a code enforcement action. The code requires that appeals must be filed within a reasonable time not

to exceed 30 days from the action being appealed, and the appeal must specify the grounds of the appeal and the relief sought.

The appeal was filed in a timely manner. The grounds of the appeal and the relief sought are addressed in the staff evaluation below.

### **Staff Evaluation**

In his March 22 letter, Mr. Plumlee asserts that the structure is "grandfathered" because there is no record of when it was built. While the Municipal Code does not use the term "grandfathered," it does provide protection for legal nonconforming uses and structures. A legal nonconforming structure is one that complied with the laws at the time of its construction, and after construction the laws changed so that it no longer complies with the new laws.

In this instance, we know that the structure was built sometime after the original building was built in 1976, but prior to Mr. Plumlee taking ownership in 2012 (according to his letter). At all times during that time frame, the Dalton Gardens Municipal Code required building permits and imposed setback requirements for such structures. Accordingly, there was no time that the structure could have been built between 1976 and 2012 when it would have been in compliance with City requirements. Therefore, it cannot be considered a legal nonconforming structure by the Code.

Section 5-10-7 of the Code (Violations and Penalties) states: "Each and every day such illegal erection, construction, and enlargement of, maintenance or use continues may be deemed a separate offense." The fact that the violation occurred some time ago and went undiscovered for years doesn't appear relevant in the eyes of the Code.

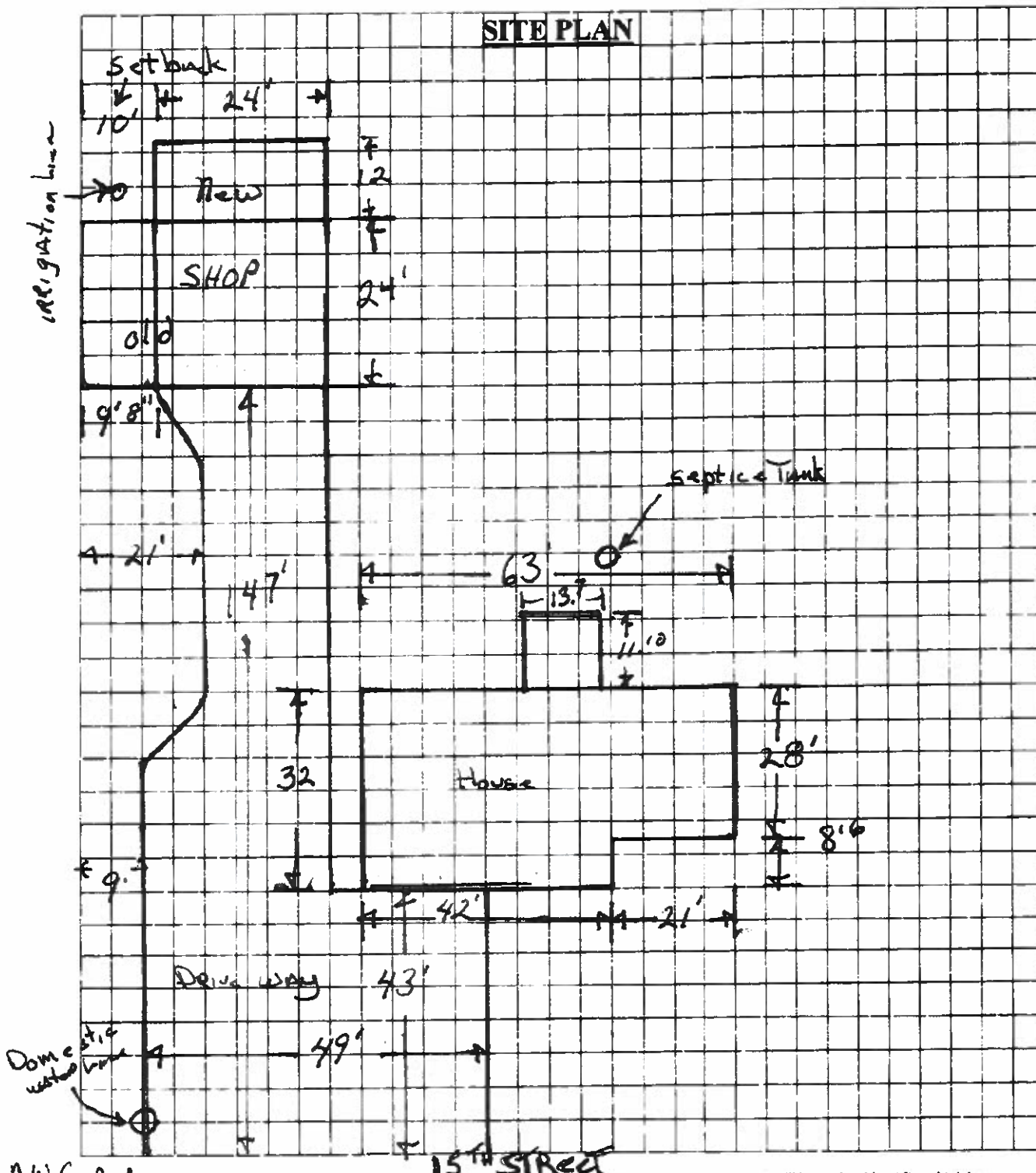
The age of the violation is germane to staff however. Staff is sympathetic to Mr. Plumlee's situation. If he were a typical buyer of real estate, there is nothing in the records that would have shown up in a title report to alert him of the issue with the building. It would have required an uncommon level of knowledge and research to determine that this structure violated the Municipal Code. Furthermore, according to his letter, Mr. Plumlee inherited the property, and therefore even the cursory level of "due diligence" that is done by a typical buyer would not likely have occurred.

Mr. Plumlee's appeal letters do not explicitly state the remedy that he is seeking. Ostensibly, he would like the City to view the structure as legal non-conforming and treat it as such. That does not appear to be an option for the City without ignoring the facts of the situation.

The question for the City then is: What is the appropriate course of action for the circumstances? Staff does not believe it would be appropriate to pursue criminal or civil remedies against Mr. Plumlee for his predecessor's failure to get the structure properly permitted. As a non-compliant structure, it is not eligible for building permits for any additions, so it can't be expanded. The lack of a setback does cause some concern from the neighbor for the runoff, snow and tree detritus that comes off of the roof and falls directly on his property. Ideally from the neighbor's perspective, the lean-to should be removed. If it is not removed, staff recommends recordation of the notice of violation, so that a future prospective buyer of the property has the opportunity to know the building's status, prior to taking possession of the property.



### SITE PLAN

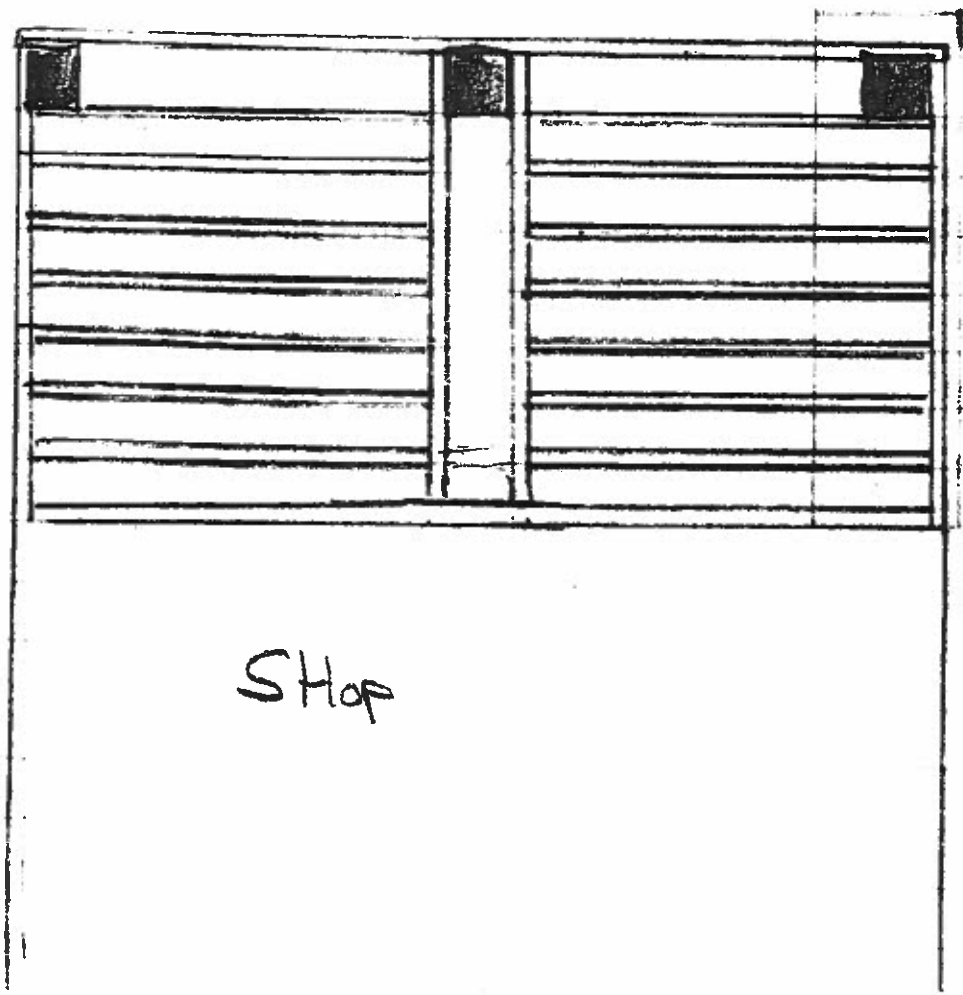
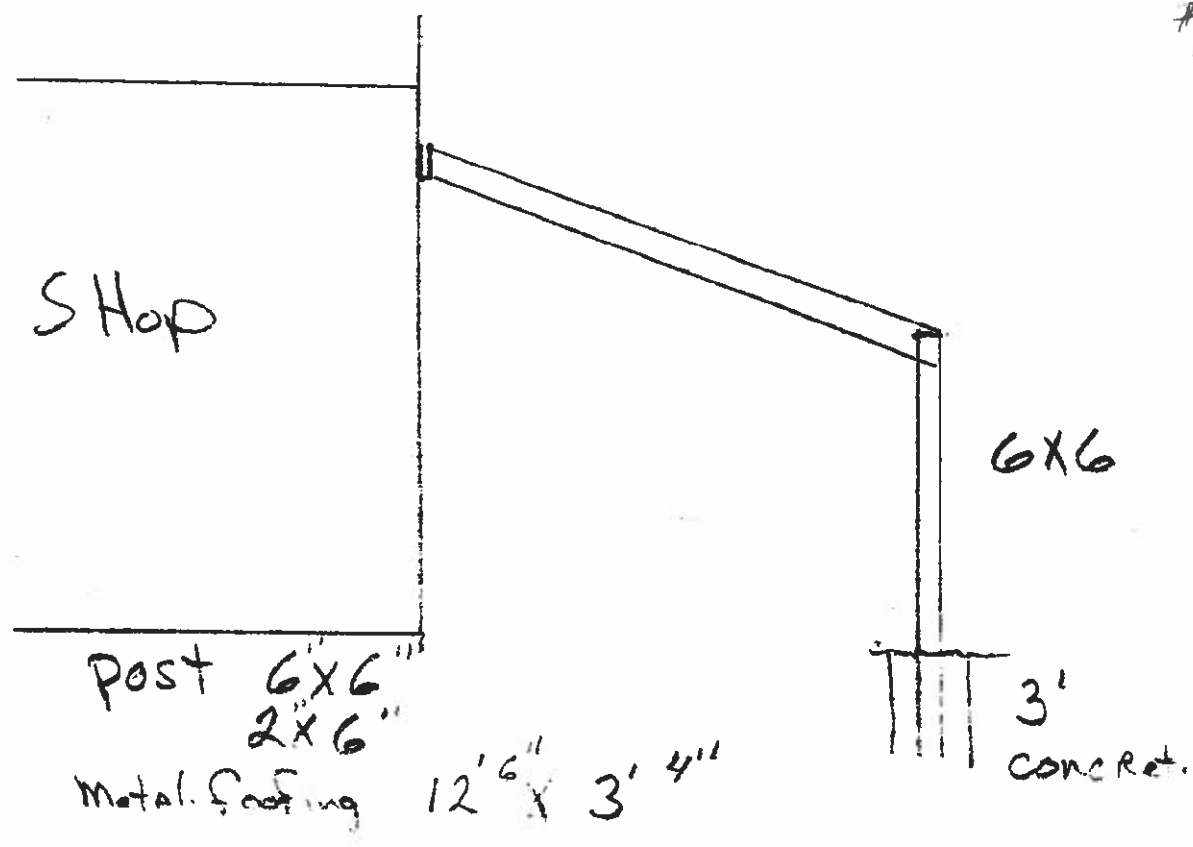


NW Corner that the proposed construction will conform to the dimensions and uses shown above and that no changes will be made without first obtaining approval. I/ We certify that the proposed construction, alteration and/or repair will conform to the local planning and zoning requirements that will be in effect on the date of the granting of the building permit.

Owner Name Bobbie Plumlee Site Address 6872 N. 15th Dalton Gardens

Signature [Handwritten Signature] Date 10-21-2019

#3747



DATE July 7 19 76

PERMIT NO. 163  
163

APPLICATION FOR BUILDING PERMIT

Application is hereby made to the City of Dalton Gardens for permission to construct  
a \_\_\_\_\_ room, type GARAGE (POLE BLDG.)  
located at \_\_\_\_\_  
2/5 of TRACT 73 DALTON RDENS  
lot, block, and house address, or similar description  
248 15th ST. DALTON GARDENS  
that will identify and \_\_\_\_\_ proposed building or work)

in accordance with the plans and specifications filed herewith.

TYPE OF  New  Addition  Alteration  Repair  Other

TOTAL COST OF BUILDING \$ 3,302.

SIZE OF BUILDING: Front \_\_\_\_\_ feet. Rear \_\_\_\_\_ feet. Deep 24 feet.  
Height of Building \_\_\_\_\_ feet.

Building fronts on 15th ST. Street.

	SQUARE FOOTAGE	FACTOR	VALUATION
BUILDING- - - - -	_____	_____	_____
GARAGE- - - - -	<u>576 sq'</u>	<u>5.00</u>	<u>2,880.00</u>
OTHER - - - - -	_____	_____	_____
			<u>2,880.00</u>

Plan Check \$ \_\_\_\_\_

Building fee 24<sup>0</sup>

Building Contractor 6 COUNTRY ST. INC (B+J. Construction)  
Electrical Contractor \_\_\_\_\_  
Heating-Cooling Contractor \_\_\_\_\_  
Plumbing \_\_\_\_\_

I hereby agree to save, indemnify and keep harmless the City of Dalton Gardens and its officers, employees and agents against all liabilities, judgments, costs and expenses which may in anywise accrue against the City of Dalton Gardens in consequence of the granting of this permit.

Name of Owner VIN J. KNUTSON Address 248 15th ST.  
City of \_\_\_\_\_ Phone 772-2

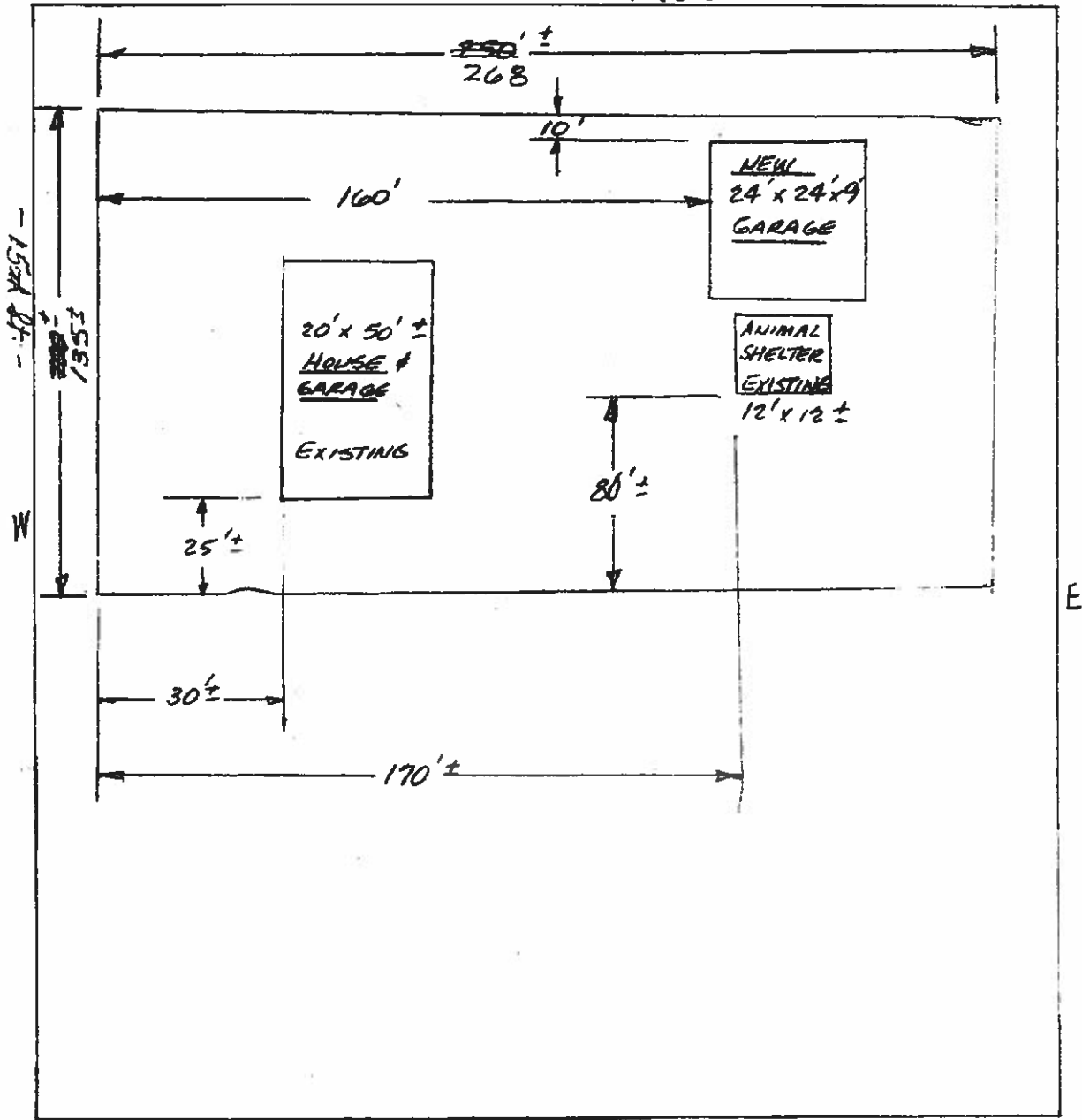
**BUILDING PERMIT**

Approved [Signature] (Reverse side may be used for \_\_\_\_\_ Plan)

Disapproved \_\_\_\_\_

[Signature]  
City Clerk

N HIGGS



NAME OF OWNER MELVIN J. KUNITZON  
 TRACT NO. 75 PART OWNED  
 HOUSE FACES ON 15th ST. STREET  
 TYPE AND USE OF NEW BUILDING WOOD FRAME, METAL FINISH - GARAGE

Show dimensions of the lot. Also show the use and location of existing buildings and buildings to be constructed. Also show the distance of buildings from the lot lines.

~~BUILDING PERMIT~~

**BUILDING PERMIT 7-876**

Approved

*[Signature]*

Disapproved

Disapproved

*[Signature]*

Clerk

Clerk

April 17, 2020



Bobbie B. Plumlee  
6872 N. 15<sup>th</sup> Street  
Dalton Gardens, ID 83815

RE: NOTICE OF APPEAL  
ORDER FOR CODE VIOLATION AT 6872 N. 15<sup>TH</sup> STREET  
AKA DALTON GARDENS ADDITION TO HAYDEN LAKE IRRIGATED TRACTS,  
N ½ OF W 2/5 OF TRACT 73, DALTON GARDENS, ID

City of Dalton Gardens  
6360 N. Fourth Street  
Dalton Gardens, ID 83815

Notice is hereby given pursuant to Ordinance 5-10-4 that an appeal is requested regarding the Code Administrator's decision in the above matter.

Sincerely

A handwritten signature in cursive script, appearing to read "Bobbi Plumlee".

Bobbi Plumlee



## City of Dalton Gardens

6360 N Fourth Street, Dalton Gardens, ID 83815

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

[www.daltongardens.com](http://www.daltongardens.com)

March 30, 2020

Bobbie B. Plumlee  
6872 N. 15<sup>th</sup> Street  
Dalton Gardens, ID 83815

RE: NOTICE AND ORDER FOR CODE VIOLATION AT 6872 N. 15<sup>TH</sup> STREET, AKA  
DALTON GARDENS ADDITION TO HAYDEN LAKE IRRIGATED LANDS, N 1/2 OF W  
2/5 OF TRACT 73, DALTON GARDENS, IDAHO

Dear Mr. Plumlee:

I am in receipt of your March 22, 2020 letter regarding the above-referenced code violation.

The City's permit records show that a garage approximately 24' x 24' in size was constructed in 1976. According to the site plan for that permit, that structure met the setback requirements with a setback of 10 feet. The addition that is in violation was constructed after that date, during which time, the City Code continuously required building permits and proper setbacks. The addition may well pre-date you and the previous owner. This does not however grant "legal nonconforming" or "grandfathered" status, as you suggest.

As indicated in my previous letter, you have the right to appeal this determination. Your March 22, 2020 letter, by itself, does not constitute an appeal. If you would like to appeal the determination to the City Council, you'll need to be specific in your request that you are appealing the notice and order, and you'll need to pay the appeal fee, currently \$300.

Given the mailing date of the Notice and Order, any formal appeal will need be received by the City no later than April 20, 2020.

Please contact me or the City's code enforcement officer, Eric Killen, if you have additional questions on this violation, or would like to schedule an inspection to verify that the violation has been resolved.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rand Wichman', is written over a light blue background.

Rand Wichman  
City Planner / Code Administrator



## City of Dalton Gardens

6360 N Fourth Street, Dalton Gardens, ID 83815

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

[www.daltongardens.com](http://www.daltongardens.com)

March 19, 2020

Bobbie B. Plumlee  
6872 N. 15<sup>th</sup> Street  
Dalton Gardens, ID 83815

BY CERTIFIED MAIL  
7016 0910 0001 1080 6682

RE: NOTICE AND ORDER FOR CODE VIOLATION AT 6872 N. 15<sup>TH</sup> STREET, AKA DALTON GARDENS ADDITION TO HAYDEN LAKE IRRIGATED LANDS, N 1/2 OF W 2/5 OF TRACT 73, DALTON GARDENS, IDAHO

Dear Mr. Plumlee:

This letter is official notice of a violation of the Dalton Gardens Municipal Code on the above-referenced property. After a recent complaint, research was conducted on the above-referenced property and it was determined that an addition to the accessory structure was erected without a building permit and in violation of setback requirements. Specifically, an addition (approximately 10 x 24 feet) was constructed on the north side of the detached garage / shop building. Such an addition required a building permit and is required to meet the side setback requirement of 5 feet.

To bring the property into compliance, the structure will need to be removed as it does not appear possible to meet setbacks in its current location. As provided in City Code, you have 45 days from the date of mailing this notice to rectify the violation. Failure to bring the site into compliance will result in recordation of a notice of violation against the property at the County Recorder's office. The City will also withhold issuance of any new building permits for the property. The City may also pursue prosecution of the violation as an infraction or misdemeanor or may take civil action to compel compliance.

Any person(s) having record title or legal interest in the property may appeal from the issuance of this notice and order, in accordance with the procedural provisions set forth in section 5-10-4 of the Municipal Code. Failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter. An appeal of this notice and order must be in writing and must be received by the City within thirty (30) days of the date the notice and order was mailed.

Please contact me or the City's code enforcement officer, Eric Killen, if you have questions on this violation, or would like to schedule an inspection to verify that the violation has been resolved.

Sincerely,



Rand Wichman  
City Planner / Code Administrator

City of Dalton Gardens  
6360 N Fourth Street  
Dalton Gardens, Idaho 83815

March 22, 2020

RE: Rebuttal to Code Violation Complaint

Dear Mr. Wichman:

This letter is in response to the charge that we have violated a Dalton Gardens code by building an addition on the north side of the shop/garage at 6872 N. 15<sup>th</sup> Street. We have not built anything on this property since taking possession in 2012 and thus have not violated any City Code. We are enclosing a picture that was taken by the appraiser in 2012 showing that the building was there prior to us taking possession. We also know individuals that can testify that this awning has been here for a long time.

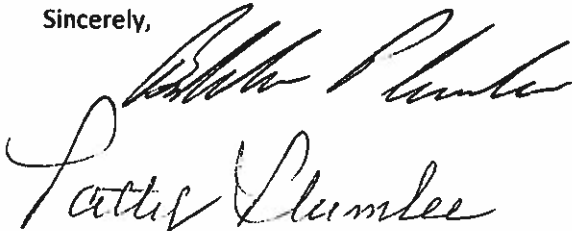
We believe this 10 x 24 awning on the north side of the shop/garage was constructed by the previous owners sometime after the house was built in 1963. The shop/garage and awning were here when Shirley Galloway (Hart) and Christopher Hart purchased in 2009, whom we inherited from and took possession in 2012. Anyone seeing the structure would see that it is the same building material as the shop/garage and not newly constructed.

We had planned on constructing an awning on the back side of the shop/garage but the building permit we submitted was denied. The material for the project is still sitting on the ground. Why would we request a building permit if we had already built and even larger one without a permit.

The complaint was most likely filed by parties that we are in legal litigation with regarding the property line boundary to the south, which I have spoken to you about regarding the legal requirements to build if property is less than the Dalton acre.

This building is grandfathered in as there is no record of when it was built. We understand that if the building were to be replaced we would need a permit and comply with the side setback requirements.

Sincerely,



Bobbie Plumlee

Patty Plumlee

April 17, 2020



Bobbie B. Plumlee  
6872 N. 15<sup>th</sup> Street  
Dalton Gardens, ID 83815

RE: NOTICE OF APPEAL  
ORDER FOR CODE VIOLATION AT 6872 N. 15<sup>TH</sup> STREET  
AKA DALTON GARDENS ADDITION TO HAYDEN LAKE IRRIGATED TRACTS,  
N ½ OF W 2/5 OF TRACT 73, DALTON GARDENS, ID

City of Dalton Gardens  
6360 N. Fourth Street  
Dalton Gardens, ID 83815

Notice is hereby given pursuant to Ordinance 5-10-4 that an appeal is requested regarding the Code Administrator's decision in the above matter.

Sincerely

A handwritten signature in black ink that reads "Bobbi Plumlee". The signature is written in a cursive, flowing style.

Bobbi Plumlee

ORDINANCE NO \_\_\_\_

AN ORDINANCE OF THE CITY OF DALTON GARDENS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING TITLE 9, CHAPTER 1, SECTION 1 OF DALTON GARDENS MUNICIPAL CODE TO CLARIFY REQUIREMENTS FOR APPROACHES TO PRIVATE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and City Council of the city of Dalton Gardens, Kootenai County, Idaho, that Title 9, Chapter 1, Section 1: Access from Private Property to Public Ways and Private Streets; Approach is hereby amended as follows:

**Section 1.** Dalton Gardens Municipal Code Title 9, Chapter 1, Section 9-1-1 is hereby amended as follows:

**9-1-1: ACCESS FROM PRIVATE PROPERTY TO PUBLIC WAYS AND PRIVATE STREETS; APPROACH:**

**A. Definitions:**

**APPROACH:** A point of vehicular access from private property onto a public right-of-way.

**DRIVEWAY, COMMERCIAL:** A means of vehicular access from private property that is zoned commercial or a business that carries an active business license within the City that services one or more lots or parcels onto a public or private road or street.

**DRIVEWAY, COMMON:** A means of vehicular access from private property that serves two (2) or more lots or parcels onto a public or private road or street.

**DRIVEWAY, RESIDENTIAL, COMMUNITY OR PUBLIC:** A means of vehicular access from private residential, community (schools, community centers or churches) or public (property owned by the government) property onto a public or private road or street to a point within an individual lot.

**PUBLIC RIGHT-OF-WAY:** A right-of-way open to the public and under the jurisdiction of a public agency, where the public agency has no obligation to construct or maintain said right-of-way for vehicular traffic, nor shall there be any liability for any injury or damage for failure to maintain it or any highway signs.

**RIGHT-OF-WAY:** A parcel of land dedicated or reserved for use as a public way, which normally includes streets, sidewalks, utilities or other service functions.

**B. Permit Required:**

1. All vehicular approaches (private, common, commercial or public driveways) shall obtain require an approach permit prior to construction of the approach.

~~2. A single approach for one single family dwelling a residential parcel is are exempt from the requirement for a separate approach permit, when shown on the site plan and submitted as part of a building permit for a primary structure. All the requirements of the approach standards shall continue to apply. The number of approaches serving an individual lot or parcel may be restricted to a single two way approach, and in some cases, common driveways serving two (2) or more lots may be required. The width of an approach shall be determined according to this Code and shall meet the requirements of the local fire protection district.~~

~~3. The City Council may approve annual approach permit agreements with utility companies having existing franchise agreements with the City or regulated by the Idaho Public Utilities Commission.~~

#### C. Permit Application:

~~1. Commercial and shared approaches. No approach permit for a commercial or shared approach under this chapter shall be issued unless a written application for the issuance of an approach permit is submitted to the City. The application shall be reviewed by the City. Prior to permit issuance, the applicant shall stake mark the driveway location for a site inspection by the City. The City, per the Local Highway Technical Assistance Council's "Manual for Use of Public Right of Way, Standard Approach Policy" has the right to may require a traffic study studies to determine impacts and applicable mitigation to of impacts. The City Clerk shall issue the permit only after all application items have been completed or satisfactorily addressed, all reviews have been completed and all fees have been paid.~~

~~2. Approaches to individual residential properties. No approach permit for an approach to individual residential parcel under this chapter shall be issued unless a written application for the issuance of an approach permit is submitted to the City. The application shall be reviewed by the City. Prior to permit issuance, the applicant shall mark the driveway location for a site inspection by the City. The City Clerk shall issue the permit only after all application items have been completed or satisfactorily addressed, all reviews have been completed and all fees have been paid.~~

#### D. Approach Standards:

~~1. No residential parcel located outside of the incorporated city limits of Dalton Gardens shall be eligible for a second approach onto a right of way owned by the city of Dalton Gardens. All vehicular approaches shall be located, designed and constructed according to this code, as amended, and the local highway technical assistance council's "Manual For Use Of Public Right Of Way, Standard Approach Policy", as amended and adopted by reference to the extent it is not in conflict with this code, with the exception of application fees as set forth in section F of said manual.~~

~~2. The width of a single private driveway approach shall be determined according to this code and shall meet the requirements of the local fire protection district. At a minimum, the width of the private driveway shall be twenty feet (20') with a driving surface of twelve feet (12') for residential properties.~~

~~3. Common residential driveways or approaches that access two (2) or more lots or parcels, commercial accesses and other off street parking areas shall have a minimum width of 20 feet, and a maximum width of 28 feet, be laid out and designed according to the local highway technical assistance council's "Manual For Use Of Public Right Of Way, Standard Approach Policy", as amended and adopted by reference to the extent it is not in conflict with this code,~~

~~with the exception of application fees as set forth in section F of said manual and meet the following additional requirements:~~

~~a. Approach Widths: The minimum driveway and approach widths shall be determined from the operating speed and the classification of the street providing access, the volume of traffic being generated, the potential for truck use, and fire protection requirements. The maximum two-way approach and driveway width shall be forty feet (40') where it can be demonstrated that generated traffic warrants a separate left turn lane for exiting vehicles. A forty foot (40') wide approach may also be considered where heavy truck use prevails.~~

~~b. Pavement Markings: Pavement markings for persons with disabilities, pathways, crosswalks, stop bars, delineations, turning arrows, bicycles, etc., may be required.~~

~~E. Permit Fees: An approach permit fee based on the application shall be charged by the city for issuance of an approach permit under this chapter and to pay for the cost of inspection of the work by the city, according to a schedule of charges to be adopted by resolution and policy of the city council. Fees for an approach permit and inspections related to such permits shall be as set forth in the duly adopted fee resolution for the City.~~

**Section 2. Severability.** 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 3. Repeal of Conflicting Provisions.** 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. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED by the City Council as an Ordinance of the city of Dalton Gardens upon roll call vote on the \_\_\_ day of June, 2020.

APPROVED by the Mayor on this \_\_\_ day of June, 2020.

CITY OF DALTON GARDENS, IDAHO

By: \_\_\_\_\_  
Dan Edwards, Mayor

ATTEST:

\_\_\_\_\_

Approach Standards Ordinance Draft – July 28, 2020  
Ordinance No. \_\_\_\_: Page - 3

### Notice of Public Hearing

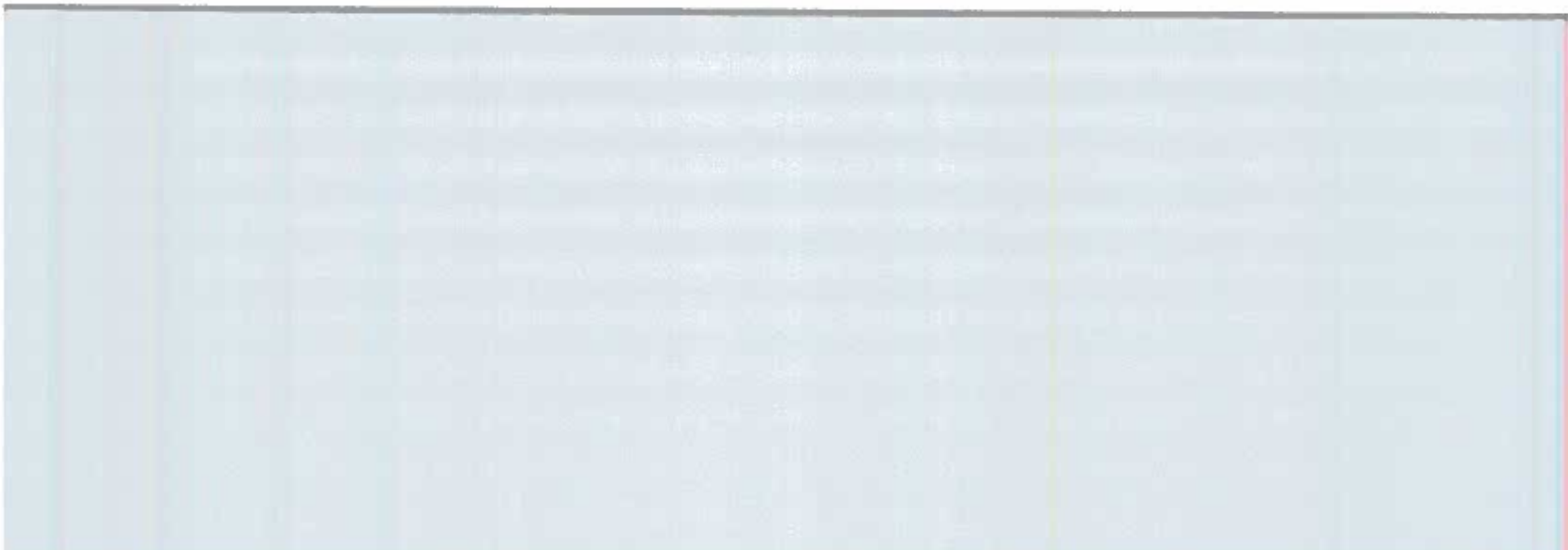
NOTICE IS HEREBY GIVEN that the City Council of Dalton Gardens, Idaho will hold a public hearing for consideration of a proposed amendment to the fiscal year 2019-2020 budget. The hearing will be held at Dalton Gardens City Hall, 6360 N 4th St, Dalton Gardens, ID 83815, at 6:00 p.m. on August 6, 2020. The proposed amendment reflects additional expenditures to the streets fund as a result of additional chip sealing and asphalt repair to City streets.

Fund	FY2018 Actual Revenues	FY2018 Actual Expenditures	FY2019 Actual Revenues	FY2019 Actual Expenditures	FY2020 Budgeted Revenues	FY2020 Budgeted Expenditures	FY2020 Amended Expenditures	FY2020 Increase Over Original Appropriation
Streets	151,952	362,120	160,800	357,407	152,800	320,975	1,163,775.	240,000
Grand Total	1,897,480	1,897,480	1,944,712.	1,944,712	923,775	923,775	1,163,775.	240,000

At said hearing any interested person may appear and show cause, if any, why such proposed appropriations ordinance amendment should or should not be adopted. City Hall is accessible to persons with disabilities. Anyone desiring accommodations for disabilities related to the hearing may contact City Hall, 208-772-3698 at least 48 hours prior to the public hearing. Valerie Anderson, City Clerk/Treasurer.

Publish: July 22 and 29, 2020

Notice of Public Hearing (Amending Appropriations Ordinance)



## APPROPRIATIONS ORDINANCE AMENDMENT

AN ORDINANCE OF THE CITY OF DALTON GARDENS, IDAHO, AMENDING ORDINANCE 262, THE APPROPRIATIONS ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, APPROPRIATING ADDITIONAL MONIES THAT ARE TO BE RECEIVED BY THE CITY OF DALTON GARDENS, IDAHO, IN THE SUM OF \$240,000.00, DIRECTING THE CITY CLERK/TREASURER TO FILE A CERTIFIED COPY OF THE ORDINANCE WITH THE IDAHO SECRETARY OF STATE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF DALTON GARDENS, KOOTENAI COUNTY, IDAHO.

Section 1: That Ordinance 262, the appropriations ordinance for the City of Dalton Gardens, Idaho, for the fiscal year commencing October 1, 2019, be, and the same is hereby amended as follows:

That the additional amount of \$240,000.00 be appropriated out of the revenues from Local Government Investment Pool in the sum of \$240,000.00, to be used for authorized street activities.

Section 2. The City Clerk of the City of Dalton Gardens is hereby directed to file a certified copy of this Ordinance with the Idaho Secretary of State, in accordance with Idaho Code 50-1003.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by roll call vote of the City Council at a convened meeting of the Dalton Gardens City Council held on the 6th day of August, 2020.

APPROVED by the Mayor of the City of Dalton Gardens, Idaho, this 6<sup>th</sup> day of August, 2020

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk/Treasurer

	Budget 16/17	Actual 16/17	Budget 17/18	Actual 17/18	Budget 18/19	Actual 18/19	Budget 19/20	Actual 19/20	Budget 20/21
311.1 · CURRENT REAL PROPERTY TAX	138,020.00	140,051.40	143,407.00	146,341.21	148,900.00	152,101.24	153,367.00	98,659.89	161,000.00
312.1 · DELINQUENT REAL PROPERTY TAX	2,000.00	2,093.51	2,000.00	1,191.25	1,500.00	1,970.09	1,500.00	1,046.64	1,000.00
316.0 · FRANCHISE TAX TIME WARNER	21,000.00	21,604.64	21,000.00	22,052.54	22,000.00	23,745.38	22,000.00	20,131.05	22,000.00
316.5 · FRANCHISE TAX AVISTA	25,000.00	26,315.12	25,000.00	27,402.46	25,000.00	25,912.66	26,000.00	20,272.12	25,000.00
319.0 · PENALTY & INTEREST	600.00	727.85	600.00	413.67	500.00	577.45	500.00	290.02	500.00
321.0 · BUSINESS LICENSE REVENUE	7,000.00	7,600.00	7,500.00	7,700.00	7,000.00	7,450.00	7,000.00	4,150.00	7,500.00
321.1 · HOME BASED BUS LICENSE REV	600.00	250.00	500.00	325.00	300.00	325.00	300.00	225	300.00
322.1 · BUILDING PERMIT REVENUE	35,000.00	68,855.32	50,000.00	84,639.73	65,000.00	77,373.50	65,000.00	66,485.24	65,000.00
322.2 · SIGN PERMIT FEES	300.00	386.10	300.00	416.55	300.00	0.00	300.00	430.70	0.00
322.3 · SPECIAL USE FEES	1,000.00	2,525.00	1,000.00	2,250.00	1,000.00	1,575.00	1,000.00	1,420.00	1,000.00
335.1 · STATE LIQUOR ALLOCATION	86,000.00	92,952.00	89,000.00	93,819.00	85,000.00	95,969.00	91,000.00	76,296.00	88,000.00
335.2 · HIGHWAY USERS REVENUE	103,685.00	84,428.47	84,652.00	85,214.24	85,900.00	88,882.93	85,000.00	66,768.24	71,497.00
335.3 NEW HIGHWAY USER REVENUE	0.00	26,472.91	22,300.00	26,675.83	26,900.00	27,318.23	26,800.00	20,406.45	22,144.00
335.4 · COURT REVENUE-TRAFFIC FINES	2,000.00	10,501.65	6,000.00	16,526.70	10,000.00	10,048.24	10,000.00	3,894.88	5,000.00
335.5 · STATE SALES TAX	32,000.00	33,928.84	35,724.00	39,230.87	39,000.00	43,035.05	45,000.00	35,763.74	44,000.00
335.6 · STATE REVENUE SHARING	148,400.00	146,205.71	155,241.00	163,807.78	160,000.00	170,203.12	173,000.00	133,535.56	169,872.00
338.1 · TRANSFER HWY DISTRICT LEVY	45,000.00	54,853.31	45,000.00	55,320.08	48,000.00	58,802.47	48,000.00	38,543.83	40,000.00
338.7 - 4th STREET PROJECT GRANT						59,568.03	0.00	42,998.28	0.00
355.1 - LID -#1 Government Way	33,471.00	61,788.52	33,471.00	24,384.32	34,000.00	22,721.47	25,000.00	34,860.94	35,000.00
355.2 - LID #2 GOVERNMENT Way	1,010,724.00	50,000.00	1,025,724.00	0.00	1,025,724.00	288,399.59	65,213.00	208,499.05	65,213.00
371.0 · INTEREST INCOME	3,000.00	16,104.92	9,000.00	33,054.06	21,000.00	50,624.63	34,000.00	27,230.67	5,000.00
371.2 · RENT	4,500.00	4,560.00	5,000.00	5,042.10	5,000.00	5,040.00	5,000.00	4,386.20	6,240.00
373 · REFUNDS & REIMBURSEMENTS	0.00	16,031.38	0.00	1,442.84	0.00	8,159.59	0.00	1,668.01	0.00
376-000 - CONTRIBUTIONS & DONATIONS	1,000.00	2,725.00	3,000.00	1,750.00	2,000.00	1,000.00	1,000.00	0.22	1,000.00
378 UNEMCUMBERED BANK FUNDS	195,470.00	0.00	132,061.00	0.00	130,688.00	0.00	37,795.00	0.00	329,201.50
<b>TOTAL INCOME</b>	<b>1,895,770.00</b>	<b>870,961.65</b>	<b>1,897,480.00</b>	<b>839,000.23</b>	<b>1,944,712.00</b>	<b>1,220,802.67</b>	<b>923,775.00</b>	<b>907,962.73</b>	<b>1,165,467.50</b>
<b>EXPENSE</b>									
411-010 · CITY COUNCIL SALARIES	19,200.00	19,200.00	19,200.00	19,200.00	19,200.00	18,095.30	19,200.00	14,400.00	19,200.00
411-021 · CITY COUNCIL PAYROLL TAXES	1,475.00	1,468.50	1,475.00	1,468.80	1,475.00	1,384.28	1,475.00	979.00	1,500.00
411-022 · CITY COUNCIL STATE RETIREMENT	2,200.00	2,173.44	2,300.00	2,173.44	2,500.00	2,085.54	2,400.00	1,395.92	2,200.00
411-047 · CITY COUNCIL TRAVEL/MEETINGS	1,000.00	105.00	1,000.00	0.00	1,000.00	39.00	1,000.00	156.00	1,000.00
413-010 · MAYOR SALARIES	10,200.00	10,200.00	10,200.00	10,200.00	10,200.00	8,619.76	10,200.00	7,650.00	10,200.00







# City of Dalton Gardens

6360 N Fourth Street, Dalton Gardens, ID 83815

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

## Monthly Planner Activity Report

July 29, 2020

### 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. The Planning Commission heard the amendments at their May meeting and recommended approval with minor changes. The matter is now awaiting a workshop with the City Council to discuss the amendments, prior to a public hearing.

The Council discussed the code amendments for driveway approaches at their city council meeting on June 30, and again at their special meeting on July 8. After research and discussion with legal counsel, the requested amendments have been incorporated into the draft and it is ready for council review and approval. There were some aspects of the Council's requested changes that could not be incorporated due to legal concerns. Those will be discussed at the meeting on this item.

### Variances / Special Use Permits

No new applications for variances or special use permits were requested since the last report.

### Subdivisions

No new subdivision applications were submitted since the last report. I have conducted a pre-application conference for a 2-lot subdivision and expect to see that application in the near future.

### Building Permits

Building permit activity continued at a brisk pace in June and July. Since my last report to Council, the City has issued 34 total permits, broken down as follows:

- 7 fence permits

- 6 mechanical permits
- 7 new residential accessory buildings
- 5 residential addition / alterations
- 9 re-roof permits

**Right of way encroachment permits**

I'm not aware of any new encroachment permits being issued in June and July.

**Code enforcement**

The Council hearing on the code enforcement appeal from Bobbie Plumlee was postponed at the request of Mr. Plumlee and will be heard by the Council in August.

There were approximately 15 new code enforcement issues since May. Most of the complaints are minor and are expected to be resolved quickly.

**City fee resolution**

The Council held a workshop on July 15 to discuss the draft fee resolution. Staff is working on the changes and research requested by Council at that meeting. Another workshop will be required prior to hearing and adoption.

**Other / Miscellaneous**

We are continuing to work on excessive water usage for properties in the Commercial district (for compliance with wastewater limitations). There are still a few non-compliant properties. Business licenses are being held up for the businesses on non-compliant properties.

The annual business license renewals are also continuing. Such licenses are required to be renewed by July 1 every year. A majority of the businesses have renewed their license, but there are still a couple dozen that have not been completed.

Respectfully submitted,



Rand Wichman  
City Planner



# CONTRACT CITY REPORT

## CITY OF DALTON

### JUNE 2020

<b>SERVICE HOURS</b>	<b>MONTH</b>	<b>YTD</b>
<b>PATROL DIVISION</b>		
Patrol Deputies (Including Sergeants)	184.0	1,283.0
District Deputies	24.0	143.0
Animal Control Section	8.0	47.5
Community Service Section	15.0	42.5
<b>TOTAL PATROL DIVISION</b>	<b>231.0</b>	<b>1,516.0</b>
<b>DETECTIVE DIVISION</b>	<b>34.5</b>	<b>329.0</b>
<b>TOTAL SERVICE HOURS</b>	<b>265.5</b>	<b>1,845.0</b>
<b>TOTAL C.O.P.P.S HOURS</b>	<b>0.0</b>	<b>0.0</b>
<b>TOTAL SCLP HOURS</b>	<b>0.0</b>	<b>0.0</b>

### **ACTIVITY**

Law Enforcement Calls	101	494.0
Accidents	0	10.0
Traffic Citations	18	92.0
Total Reports	4	45.0
Arrests	3	7.0

Respectfully Submitted,  
Benton Wolfinger, Sheriff

