

Dalton Gardens City Council Meeting
Thursday, March 1, 2018 6:00 p.m. @ City Hall

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. CONSENT CALENDAR

Minutes of the Regular Meeting February 1, 2018 a copy of which had been provided and the Financial Statement from February 1, 2018, to February 28, 2018 and the claims so listed.

2. PUBLIC COMMENT

Each speaker will be allowed a maximum of five 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.

3. APPROVAL OF 2017 ANNUAL AUDIT

Steve Flerchinger – Magnuson & McHugh & Company, PA

4. APPROVAL OF MOU FOR CHIP SEALING FOR 2018

Melissa Cleveland – Welch Comer Engineering

5. APPROVAL OF TASK ORDER NO. 18-01 – 2018 CHIP SEAL PROJECT

Melissa Cleveland – Welch Comer Engineering

6. APPROVAL OF THE SWEEP CONTRACT

7. APPROVAL OF BEER & WINE LICENSES

P & N Corporation – dba Dalton Market - Pre-packaged only wine and beer & packaged bottles only licenses presented for renewal; no consumption on premises. They have completed applications and copies of State & County licenses.

Smokes & Suds, Inc. - Pre-packaged only wine and beer & packaged bottles only licenses presented for renewal; no consumption on premises. They have completed applications and copies of State & County licenses.

8. APPROVAL OF PARK MAINTENANCE CONTRACT

- 9.**
- COUNCIL REPORTS:**
 - CITY CLERK:**
 - CITY ATTORNEY REPORT:**
 - CITY ENGINEER REPORT:**
 - PLANNING CONSULTANT REPORT:**
 - CODE ENFORCEMENT REPORT:**
 - BUILDING INSPECTOR REPORT:**

ADJOURN

City Hall is ADA accessible. If special accommodations are needed for the disabled, please notify the City Clerk forty-eight hours in advance of the public hearing.

**MINUTES OF THE REGULAR MEETING OF THE
CITY OF DALTON GARDENS FEBRUARY 1, 2018
CITY HALL 6:00 PM**

Meeting was called to order by Mayor Roberge.

Councilmember Jordan led the pledge.

ROLL CALL:

Present were: Councilmembers Jordan, Lundy, Smith and Myers. Also present were Attorney Ken Jacobsen and Valerie Anderson, City Clerk.

CONSENT CALENDAR:

Minutes of the Regular Meeting January 4, 2018 and the Financial Statement from January 1, 2018 to January 31, 2018 and the claims so listed.

Councilmember Lundy made a motion to approve the consent calendar as listed on the agenda.

Councilmember Jordan seconded the motion. Motion carried.

PUBLIC COMMENT PERIOD

Richard Epstein – 7224 N. Valley Street – He stated that he would like to see the city council packet and the financials posted on the website. He also stated that he has seen a coyote in his area and is concerned for the safety of the residents.

Public comment period was closed.

GOVERNMENT WAY SEWER PROJECT UPDATE

Matt Gillis – Welch Comer Engineering – Matt stated that the Government Way Sewer Project for the City of Dalton Gardens has been awarded to Apollo Construction and the expected start for the project will be the first part of April, 2018. The construction current cost of the sewer project is currently at \$722,401, inspection services is approx. \$80,000, and the recommended contingency cost is \$72,240 with a total cost of bid at \$874,641. The project will be constructed in two phases with the east and west side of the road in order to have a paved driving surface at all times. The sewer project will consist of about 85 services for the City of Dalton Gardens. Matt explained the Wilbur/Highway 95 through route which will take place in 2019. Robert Wilos, a representative of the Dalton Water Association stated that the water portion of the Government Way Project will be constructed by TL Rivera and will be done in conjunction with the road and sewer project this summer.

4TH STREET PROPOSAL FOR COST AND DESIGN

Matt Gillis – Welch Comer Engineering – He presented the council with an estimated cost to locally advance the project in upfront funding. The cost breakdown is as follows: Topographic/Boundary Survey - \$40,000, Public Outreach - \$10,000, Concept Design - \$10,000, LETAC/ITD Administration Cost - \$80,000 for an estimate total of \$140,000 for fiscal year 2018. The city would need to go through the following steps first: 1) resolve the administrative cost with LHTAC, 2) get a signed State/Local Agreement and 3) select a consultant. The city would need to have at least three public forum meetings. Attorney Jacobsen advised the council to have Matt Gillis, our engineer, to prepare the State and Local Agreement and have the council proceed with approval. (The cost sheet for both projects is attached.)

COUNCIL REPORTS:

Councilmember Smith reported that we had 36 citations for the month of December and the traffic committee met on January 18th to discuss upcoming traffic issues and goals. She attending the meeting

with the Sheriff's office and discussed the options for a law enforcement officer on duty for the city on a full time bases. The total cost of a full time officer would be in the range of \$66 thousand dollars a year. She also asked about the City Impact Area and Attorney Jacobsen will get with her to discuss.

Councilmember Myers reported that he met with the Sheriff's office along with Councilmember Smith to discuss options for law enforcement in the future. He also attended the Wilbur and Highway 95 public meeting which was held Wednesday, January 31, 2018. He stated that the comment period for the Idaho Department of Transportation is until February 15, 2018. He also stated that he had been attending staff meetings with Mayor Roberge and office staff.

Councilmember Lundy reported that she attended the KMPO meeting and that she is working with Studio Cascade on the commercial corridor plan with interviews with property owners and local residents. Ryan Hughes from Studio Cascade will be putting together a pop up studio and design which will be held hopefully at one of the local business in the next few weeks. She also stated that she is interested in addressing the Bluegrass concert for the park and community.

Councilmember Jordan reported that vests for the road crew have been purchased, snow and ice removal has been going great and we are at about 55% of our budget for the year. He will be working on speed limit signs around the school. Load limits will be handled by the office with an application and a weight ticket submitted for approval.

Clerk Anderson reported that the 2017 audit is now complete and will be on the agenda for approval at the next meeting. W2's and 1099 have been completed and the 1st quarter of the Treasurers Report has been put on the website and advertised in the Coeur d'Alene Press. She reported that set up in Quick books for the tracking of the LID #2 financials is being worked on, and a resolution for the building permit fees will be presented to the council at the next meeting.

Attorney Jacobsen reported that the Sewer Management Agreement is being worked on by Planner Wichman and Panhandle Health District for approval soon.

City Engineer – Matt Gillis reported that the City did not receive any grant funding for the Wilbur traffic circles or the Child Safety Crossing. We will hold on to the information and we can submit on the next round of funding.

Code Enforcement – Report presented
City Planner – Report presented
Building Inspector – No report

Councilmember Jordan made a motion to adjourn the meeting. Councilmember Smith seconded the motion. Motion carried.

Steve Roberge, Mayor

Valerie S. Anderson

Mayor Roberge and Councilman Myers,

As requested, below is a summary of the following:

- Updated Govt Way sewer costs based on the bid amounts and inspection amounts compared to the estimates.
- A forecast of public outreach, survey and concept engineering costs for the 4th Street project.

Govt Way Sewer

Item	Final Estimated Cost	Current Bid Cost
Construction	\$787,636	\$722,401
Inspection Services	\$232,353	Approx. \$80,000
*Recommended Contingency		\$72,240
TOTAL	\$1,019,989	\$874,641

*10% of Construction Cost

Because bids came in lower than expected, and inspection costs are drastically less than originally thought, I think we're in good shape on the sewer project.

4th Street Reconstruction

During FY18, we expect the following work to take place as part of the 4th Street project. Remember, these are estimates, but should be close enough for budgeting.

Work Item	Estimated Cost in FY18
Topographic/Boundary Survey	\$40,000
Public Outreach	\$10,000
Concept Design	\$10,000
LHTAC/ITD Admin Cost	*\$80,000
TOTAL	\$140,000

*This cost isn't yet agreed upon between Dalton and LHTAC.

Because of the time it'll take this project to kickoff, we might only have 3-5 months of FY18 in which to perform work. The City still needs to go through the following steps:

- Resolve the administrative cost with LHTAC
- Get a signed State/Local Agreement
- Select a consultant

This is a lot of information, so I'm happy to meet with one or both of you to walk through it in more detail.

Thanks for letting us help Dalton Gardens!

Matt

COOPERATIVE FUNDING AGREEMENT

This Agreement made and entered into this _____ day of _____, 2018, is by and between the City of Coeur d'Alene, a municipal corporation of the State of Idaho, (hereinafter "Coeur d'Alene"), whose address is 710 East Mullan Avenue, Coeur d'Alene, Idaho 83814, the City of Dalton Gardens, a municipal corporation of the State of Idaho, (hereinafter "Dalton Gardens"), whose address is 6360 North Fourth Street, Dalton Gardens, Idaho 83815, and the City of Hayden, a municipal corporation of the State of Idaho, (hereinafter "Hayden") whose address is 8930 N Government Way, Hayden, Idaho 83854.

WHEREAS, each City plans and implements annual preventative maintenance activities on its transportation system by installing surface treatments as part of the "2018 Chip Seal Project" (hereinafter "Project") and more specifically described as follows:

Coeur d'Alene

<i>Road Name and Limits</i>	<i>Proposed Work Description</i>
Bentwood Park Subdivision	¼" chip seal
Echo Glenn Subdivision	¼" chip seal
Canfield Park Subdivision	¼" chip seal
E. Shadduck, 15 th to N. Sutters Way	¼" chip seal
Cumberland Meadows Subdivision	¼" chip seal
Ironwood, Government Way to Northwest Blvd (including 150' each direction at intersection with NW Blvd)	Double shot ½" and 3/8" chip seal
Thomas Lane, 15 th to City limits	¼" chip seal
17 th , Satre Avenue to April Elaine Avenue	¼" chip seal
18 th , Satre Avenue to cul-de-sac	¼" chip seal
19 th , Nettleton Gulch to Thomas Lane	¼" chip seal
April Elaine Avenue	¼" chip seal
E. Mary Lane	¼" chip seal
Pine Hill Circle	¼" chip seal
Pine Hill Place	¼" chip seal
21 st Place	¼" chip seal

Dalton Gardens

<i>Road Name and Limits</i>	<i>Proposed Work Description</i>
Woodland	¼" chip seal
16 th , Wilbur to Woodland	¼" chip seal
Totten	¼" chip seal
Snowberry	¼" chip seal
Wilbur, 15 th to Mulholland	¼" chip seal
15 th , Deerhaven to City Limits	¼" chip seal

Hayden

<i>Road Name and Limits</i>	<i>Proposed Work Description</i>
Honeysuckle, US 95 to Gov't Way	3/8" chip seal
Honeysuckle, Gov't Way to 4th	3/8" chip seal
4 th Street, Prairie to Finucane	3/8" chip seal
Government Way, Miles to Wyoming	3/8" chip seal

; and

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

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

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden agree that this Process will benefit all parties; and

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

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

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

1. Duties of Coeur d'Alene:

- a. Coeur d'Alene will coordinate with Dalton Gardens and Hayden to review and reasonably alter the contract documents to mutual satisfaction.
- b. Coeur d'Alene will not advertise the bid until Dalton Gardens and Hayden concur with the acceptability of the contract documents in writing.
- c. Coeur d'Alene will pay to advertise the project for bids in the paper.
- d. Coeur d'Alene will competitively bid the commercial contract for surface treatments by each party for their respective routes, in accordance with Idaho Code section 67-2805. Once the bids have been opened, but prior to the award of the bid, Coeur d'Alene will review the bids to determine if the bids are within reasonable financial expectations.
- e. Coeur d'Alene will provide the bids to Dalton Gardens and Hayden and will not award the bid until Dalton Gardens and Hayden concur, in writing, to the recommendation of award.
- f. Coeur d'Alene will award the surface treatment contract, execute the agreement with the contractor, administer the contract and manage the project.

2. Duties of Dalton Gardens and Hayden:

- a. Dalton Gardens and Hayden will pay contract costs associated with the surface treatments on their routes.
- b. Dalton Gardens and Hayden will pay for development of their respective share of the contract documents separately through separate contracts.

- c. Dalton Gardens and Hayden will pay for their respective share of construction inspection of surface treatment installation through separate contracts.
 - d. Dalton Gardens and Hayden will pay Coeur d'Alene a lump sum amount equal to the bid price for the respective Dalton Gardens and Hayden portions of the Project after the bid opening and prior to the Award of the Contract. Within 60 days of the substantial completion of the Project, Coeur d'Alene will coordinate with Dalton Gardens and Hayden individually to determine if financial adjustment is necessary and settle each respective account accordingly.
 - e. If either Dalton Gardens or Hayden fail to provide payment to Coeur d'Alene for their portions of the contract costs, the respective quantities will be removed from the contract and any raise in unit prices due to the Contractor because of the reduction in overall quantity will be borne by the party at fault.
3. Upon completion of the work and acceptance by each party of the work within its own jurisdiction, each party shall be responsible for the future maintenance of those routes receiving surface treatments that are within that party's jurisdiction.
4. This agreement shall be in effect upon its execution by all parties and shall remain in effect until the Project is completed.

City of Coeur d'Alene

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

City of Dalton Gardens

Steve Roberge, Mayor

ATTEST:

Valerie Anderson, City Clerk

City of City of Hayden

Steve Griffitts, Mayor

ATTEST:

Abbi Landis, City Clerk

TASK ORDER NO. 18-01

2018 Chip Seal Project

1. Background Data

In accordance with the General Services Agreement between City and Consultant for Professional Services dated March 7, 2013, City and Consultant agree as follows:

- 1.1. City: City of Dalton Gardens, Idaho
- 1.2. Consultant: Welch, Comer & Associates, Inc.

2. Specific Project Data

- 2.1. Title: 2018 Chip Seal Project
- 2.2. Description: The City wishes to bid out maintenance work chip sealing on City roads in accordance with their chip seal schedule. The roads where chip sealing will occur are expected to include Woodland, 16th, Totten, Snowberry, Wilbur between 15th and Mulholland, and 15th between Deerhaven and the City limits.

3. Consultants Responsibilities

3.1. Design Phase

- A. Welch Comer will conduct cursory field reviews of roadways to verify roadway and shoulder width.
- B. Based on the gathered field information, Welch Comer will compile a bid package for maintenance work that includes schematic plan view on aerial photos and construction specifications.
- C. The bid package will be coordinated with other roadway jurisdictions. This year, Coeur d'Alene will be the lead agency and the bid package will be prepared in Idaho Standards for Public Works Construction (ISPWC) format. This fee includes coordination with Coeur d'Alene on the bid package.

3.2. Bid Phase

- A. Welch Comer will prepare addenda or clarifications to address Contractor questions.
- B. Welch Comer will attend the bid opening.
- C. Welch Comer will evaluate the bids and prepare recommendation of award paperwork.

3.3. Construction Phase

- A. Welch Comer will hold a preconstruction meeting with the Contractor to go over schedule, sequence of work, and quality control practices.
- B. Welch Comer will review the Contractors submittals for material, traffic control plans, and project sequence.
- C. Welch Comer will prepare two sets of door hangers to notify property owners of chip seal operations and subsequent fog seal and deliver them to each residence within the project area.
- D. Welch Comer will have representation onsite during any chip sealing and fog sealing operation. Full time observation will not be provided during sweeping operations. We anticipate that chip sealing will take 2 days and fog sealing will take 1 day.

4. Exclusions

- A. Costs to advertise the project in the paper are excluded. The City of Coeur d'Alene will pay these fees, as the lead Contracting Agency.
- B. We do not anticipate that surveying will be required to reference or reset monuments. If this becomes necessary over the course of the project, this work can be provided as additional services.
- C. No pavement markings will be completed as part of the project.
- D. Any pavement repair work that may be required, will be completed separately from this Contract.

5. Payments to Consultant for Services

5.1. City shall pay Consultant for the services described above as follows:

- A. For Basic Services having a Determined Scope-Lump Sum Method of Payment. City shall pay Consultant for the services identified herein the following Lump Sum amounts for each phase:

Design Phase	\$ 4,100
Bid Phase	\$ 1,500
Construction Phase	<u>\$ 9,500</u>
Total	\$15,100

- B. The Lump Sum includes appropriate amounts to account for labor, overhead, profit, and Reimbursable Expenses. Sub-consultant charges, if any, are EXCLUDED from the above.
- C. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

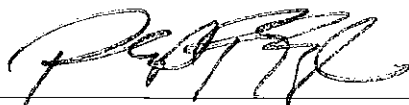
6. Approval and Acceptance

6.1. Approval and Acceptance of this Task Order shall incorporate this document as part of the Agreement. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by City.

CITY
CITY OF DALTON GARDENS, IDAHO

CONSULTANT
WELCH, COMER & ASSOCIATES, INC.

By: _____

By:  _____

Name/Title: _____

Name/Title: Philip F. Boyd, P.E., President

Date: _____

Date: 2/12/18

INDEPENDENT CONTRACTOR CONTRACT

THIS AGREEMENT, made between the CITY OF DALTON GARDENS, a political subdivision of the State of Idaho, herein "City" and THE SWEEP, LLC, an Idaho Limited Liability Company, herein "Contractor".

THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT: City hereby employs Contractor as an independent contractor to complete and perform the following project and work: Sweeping the City Hall parking lot and bike paths.

Contractor agrees to provide all materials and services for the project in accordance with the attached written specifications in exhibit A & A1.

2. TIME OF PERFORMANCE AND TERMINATION: Parties agree that:

Contractor shall commence work on the project commencing April 1, 2018 and shall perform said services once per month for the months of April 2018 through and including September 2018. Any additional sweeping shall require written approval from the Dalton Gardens City Council.

3. COMPENSATION: City agrees to pay Contractor as compensation:

The sum of \$190.00 per month which shall be payable upon receipt of invoice and approval for payment by the City Council at the next regularly scheduled City Council Meeting held the first Thursday of each month. Plus a \$150.00 one-time payment for a one-time 4th Street and Hanley roundabout sweep. If additional cleaning on the roundabout is done during the season it will be charged at \$80.00 per cleaning.

4. INDEPENDENT CONTRACTOR: The parties agree that Contractor is the independent contractor of City and in no way an employee or agent of City and is not entitled to workers compensation or any benefit of employment with the City. City shall have no control over the performance of this Agreement by Contractor or its employees, except to specify the time and place of performance. City shall have no responsibility for security or protection of Contractor's supplies or equipment.

5. WARRANTY: Contractor warrants that all materials and good supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. Contractor acknowledges that it will be liable for any breach of this warranty.

6. INDEMNIFICATION: Contractor agrees to indemnify and hold City harmless from any

INDEPENDENT CONTRACTOR CONTRACT - 1

liability, claims or damages arising out of or in any way connected with Contractor's performance of the work described in this Agreement.

7. INSURANCE: Contractor agrees to maintain public liability insurance in the amount of \$1,000,000 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of insurance to City prior to commencing work under this Agreement.

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

9. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this 1st day of March, 2018.

CITY OF DALTON GARDENS

THE SWEEP, LLC

By _____
Steve Roberge, Mayor

By _____
Bruce Waddell, Manager/Member

ATTEST:

Valerie S. Anderson
Clerk of City of Dalton Gardens



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

February 8, 2018

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

Roundabout Cleaning:

We hereby agree to clean roundabout at the intersection of 4th Street and Hanley Avenue one time for \$150. Our services would include blowing the debris from the roundabout and adjacent road dividers and sweeping up and disposing of the debris. In addition, we flush the roadways in and around the roundabout. If after the initial cleaning, you wanted an additional cleaning during the season, we would do this for \$80 per cleaning. We understand that any additional sweeping would require approval from the City Council.

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

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

Bruce Waddell
Manager/Member

AGREEMENT ACCEPTED BY:

_____ Date: _____

Print Name: _____ Title: _____



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

February 8, 2018

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

Bike Path and Parking Lot Cleaning:

We hereby agree to clean the City Hall parking lot and bike paths once per month for \$190 per cleaning. This price is good for the 2018 cleaning season. We understand that any additional sweeping would require approval from the City Council.

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

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

Randy Waddell
Manager/Member

AGREEMENT ACCEPTED BY: _____

Date: _____

Print Name: _____ Title: _____

APPLICATION FOR WINE LICENSE

DATE 2-5-2018

TO: THE CITY OF DALTON GARDENS

The undersigned hereby makes application for a license to retail during the Year 2018:

RETAIL WINE, BOTTLED, NOT TO BE CONSUMED ON THE PREMISES;

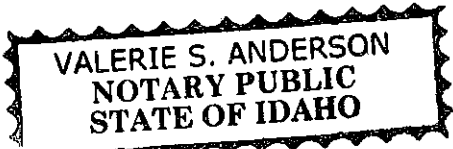
Within the City of Dalton Gardens, Kootenai County, Idaho at the place of business described below, and tenders herewith the license fee as provided by said Ordinance.

The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made:

NAMES OF APPLICANT: Sukhminder Pooni
ADDRESS: 9945 W. Prairie Ave Post Falls, ID 83854
PLACE OF BUSINESS WHERE LICENSE WILL BE DISPLAYED:
5632 N15th Street Dalton Gardens, ID 83815
RECORD OWNER OF PROPERTY: P&N Corporation
GENERAL NATURE OF THE BUSINESS: Convenience Store
IS THE APPLICANT THE SOLE OWNER OF SUCH BUSINESS? No
IF NO, OTHER OWNERS: Sarwan Nagra

[Signature]
APPLICANT

Subscribed and sworn to before me this 5 day of February
A.D. 2018.



Valerie S. Anderson
Clerk, City of Dalton Gardens

License fee received \$25.00

(State License & County License must be presented with this application to show proof that State & County Licenses have been issued)

APPLICATION FOR BEER LICENSE

DATE 2-5-2018

TO: THE CITY OF DALTON GARDENS

The undersigned hereby makes application for a license to retail during the Year 2018:

RETAIL BEER BOTTLED OR CANNED, NOT TO BE CONSUMED ON THE PREMISES;

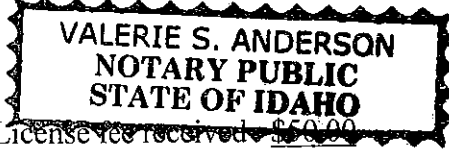
Within the City of Dalton Gardens, Kootenai County, Idaho at the place of business described below, and tenders herewith the license fee as provided by said Ordinance.

The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made:

NAMES OF APPLICANT: Sukhminder Pooni
ADDRESS: 9945 W. Prairie Ave Post Falls, ID 83854
PLACE OF BUSINESS WHERE LICENSE WILL BE DISPLAYED: 5632 N15th Street Dalton Gardens ID 83815
RECORD OWNER OF PROPERTY: P&N Corporation
GENERAL NATURE OF THE BUSINESS: Convenience Store
IS THE APPLICANT THE SOLE OWNER OF SUCH BUSINESS? NO.
IF NO, OTHER OWNERS: Sarwan Nagra

[Signature]
APPLICANT

Subscribed and sworn to before me this 5 day of February A.D. 2018.



Valerie S. Anderson
Clerk, City of Dalton Gardens

(State License AND County License must be presented with this application to show proof that State & County Licenses have been issued)

State of Idaho

Idaho State Police

Cycle Tracking Number: 99224

Premise Number: K-87

Retail Alcohol Beverage License

License Year: 2019

License Number: 4223

This is to certify, that P&N Corporation
doing business as: Dalton Market

is licensed to sell alcoholic beverages as stated below at:
5632 N 15th Street, Dalton Gardens, Kootenai County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license. County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes \$50.00
On-premise consumption	No
Kegs to go	No
Restaurant	No
Wine by the bottle	Yes \$100.00
Wine by the glass	No
Multipurpose arena	No
Growlers	No

TOTAL FEE: \$150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

P&N CORPORATION
DALTON MARKET
5632 N. 15TH STREET
DALTON GARDENS, ID 83815
Mailing Address

License Valid: 03/01/2018 - 02/28/2019

Expires: 02/28/2019

Director of Idaho State Police



KOOTENAI COUNTY
STATE OF IDAHO

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT P&N CORPORATION
doing business as DALTON MARKET
at 5632 N 15TH STREET, DALTON GARDENS ID 83815

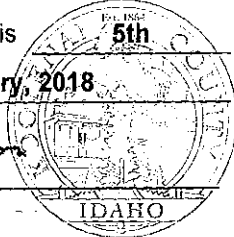
a(n) CORPORATION is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of KOOTENAI COUNTY on July 6, 2004 at the Courthouse - County Ordinance 149B, Coeur d'Alene, State of Idaho.

Draft	<u>\$0.00</u>
Bottled/Canned Beer to be consumed on and/or off premises	<u>\$0.00</u>
Bottled/Canned Beer to be consumed off premises only	<u>\$25.00</u>
Liquor	<u>\$0.00</u>
Wine by the Bottle	<u>\$100.00</u>
Wine by the Drink	<u>\$0.00</u>
TOTAL FEE	<u>\$125.00</u>

(SEAL)

Signature of Licensee or Officer of Corporation
This license is TRANSFERABLE and EXPIRES
March 01, 2:00 AM 2019

Witness my hand and seal this
day of **February, 2018**

Jim Brannon
Clerk 

(This license must be conspicuously displayed)

APPLICATION FOR WINE LICENSE

DATE 2-20-18

TO: THE CITY OF DALTON GARDENS

The undersigned hereby makes application for a license to retail during the Year 2018:

RETAIL WINE, BOTTLED, NOT TO BE CONSUMED ON THE PREMISES;

Within the City of Dalton Gardens, Kootenai County, Idaho at the place of business described below, and tenders herewith the license fee as provided by said Ordinance.

The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made:

NAMES OF APPLICANT: Christopher L Meacham / Smokes & Sods, inc

ADDRESS: 6848 N Government Way Ste 102

PLACE OF BUSINESS WHERE LICENSE WILL BE DISPLAYED: _____

6848 N Government Way Ste 102

RECORD OWNER OF PROPERTY: Dan Schreiber

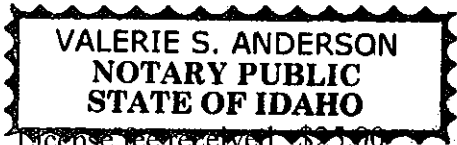
GENERAL NATURE OF THE BUSINESS: Retail Beer + Wine

IS THE APPLICANT THE SOLE OWNER OF SUCH BUSINESS? NO

IF NO, OTHER OWNERS: Michael L R Edwards

[Signature]
APPLICANT

Subscribed and sworn to before me this 20 day of February
A.D. 2018.



[Signature]
Clerk, City of Dalton Gardens

(State License & County License must be presented with this application to show proof that State & County Licenses have been issued)

APPLICATION FOR BEER LICENSE

DATE 2-20-18

TO: THE CITY OF DALTON GARDENS

The undersigned hereby makes application for a license to retail during the Year 2018:

RETAIL BEER BOTTLED OR CANNED, NOT TO BE CONSUMED ON THE PREMISES;

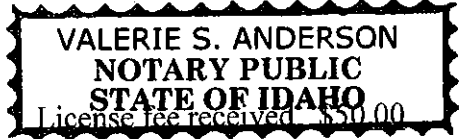
Within the City of Dalton Gardens, Kootenai County, Idaho at the place of business described below, and tenders herewith the license fee as provided by said Ordinance.

The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made:

NAMES OF APPLICANT: Christopher L Meacham / Smokes & Seeds, inc
ADDRESS: 6848 N Government Way Ste 102
PLACE OF BUSINESS WHERE LICENSE WILL BE DISPLAYED: _____
6848 N Government Way Ste 102
RECORD OWNER OF PROPERTY: Dan Schreiber
GENERAL NATURE OF THE BUSINESS: Retail beer & wine
IS THE APPLICANT THE SOLE OWNER OF SUCH BUSINESS? No
IF NO, OTHER OWNERS: Michael L R Edwards

Ch L Meacham
APPLICANT

Subscribed and sworn to before me this 20 day of February
A.D. 2018.



Valerie S Anderson
Clerk, City of Dalton Gardens

(State License AND County License must be presented with this application to show proof that State & County Licenses have been issued)

State of Idaho

Cycle Tracking Number: 99141

Idaho State Police

Retail Alcohol Beverage License

Premise Number: K-14983

License Year: 2019

License Number: 14983

This is to certify, that
doing business as: Smokes & Suds Inc
Smokes & Suds

is licensed to sell alcoholic beverages as stated below at:

6848 N Government Way #102, Dalton Gardens, Kootenai County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
On-premise consumption	No
Kegs to go	No
Restaurant	No
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Multipurpose arena	No
Growlers	No


Signature of Licensee, Corporate Officer, LLC Member or Partner

SMOKES & SUDDS INC
SMOKES & SUDDS
6848 N GOVERNMENT WAY #102

DALTON GARDENS, ID 83815
Mailing Address

TOTAL FEE: \$150.00

License Valid: 03/01/2018 - 02/28/2019

Expires: 02/28/2019





Director of Idaho State Police

KOOTENAI COUNTY
STATE OF IDAHO

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT SMOKES & SUDS INC
doing business as SMOKES & SUDS
at 6848 N GOVERNMENT WAY SUITE 102, DALTON GARDENS ID 83815
a(n) CORPORATION is licensed to sell Alcoholic Beverages as stated below, subject to the provisions

of Chapter 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of KOOTENAI COUNTY on July 6, 2004 at the Courthouse - County Ordinance 149B, Coeur d'Alene, State of Idaho.

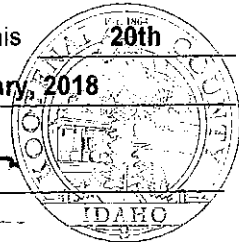
Draft	<u>\$0.00</u>
Bottled/Canned Beer to be consumed on and/or off premises	<u>\$0.00</u>
Bottled/Canned Beer to be consumed off premises only	<u>\$25.00</u>
Liquor	<u>\$0.00</u>
Wine by the Bottle	<u>\$100.00</u>
Wine by the Drink	<u>\$0.00</u>
TOTAL FEE	<u>\$125.00</u>

(SEAL)

Chad W.
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES
March 01, 2:00 AM 2019

Witness my hand and seal this 20th
day of February, 2018

Jim Brannon
Clerk 

(This license must be conspicuously displayed)

INDEPENDENT CONTRACTOR CONTRACT

THIS AGREEMENT made between the CITY OF DALTON GARDENS, a political subdivision of the State of Idaho, herein "City" and SACCO DE CAMPOS LANDSCAPE MAINTENANCE, LLC, an Idaho Limited Liability Company, herein "Contractor".

THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT: City hereby employs Contractor as an independent contractor to complete and perform the following landscape maintenance services:

a) Weed whip/trim and mow lawns at the city park, roundabout, riding arena, the right of way on the corner of 4th and Baille, the right of way on the south side of Dalton Ave. Mowing should be done on Wednesday, Thursday or Fridays to make sure the grass is cut for the weekends. Mowing is to be done on the same day each week. Mow the grass on the number 3 setting. During extremely hot weather mow grass at a higher level. Mow rain or shine.

b) The right of way on the south side of Dalton Av along the fence line from 4th St to 17th St is to be weed whipped every two weeks or once a month depending on growth. Remove debris. Note: some residents care for the right of way themselves; the areas not cared for by residents are to be addressed.

c) Broad leaf control on all turf areas; roundabout, city park, riding arena.

d) Fertilize all turf areas (roundabout, City Park, riding arena) 3 times a year: spring, late June, mid to late August. Use triple 16 time release in spring and late June, use a lower nitrogen fertilizer for late summer or fall.

e) Aerate grass in the park, arena, and roundabout two times a year; spring and mid-summer.

f) Weed control – use pre-emergent twice a year (spring cleanup and fall cleanup) in the flower beds at City Park, City Hall, the roundabout, and Equipment building. Weed and maintain all flower and shrub beds on all grounds dispose of organic debris and remove from premises. Pick up trash and put it in the trash receptacle.

g) Keep sidewalks, pathways, the gazebos, and parking lots clean of grass clippings, dirt, and debris (trash).

h) Maintain the irrigation system and sprinklers, blow out sprinklers in the fall, startup system in the spring approximately one week after the irrigation is turned on, usually the week after Mother's Day, tune sprinkler clock for spring/summer months, adjust timers as needed according to the weather, and repair any sprinkler damage throughout the year. Make sure sprinklers have correct water coverage at startup in the spring and throughout the season.

i) Fall – leaf clean up and removal from all turf and flower beds, pruning of flowers and shrubs, apply pre-emergent to flower beds, and general prep for winter on all grounds.

j) Spring- clean up winter debris from all grounds, general prep of turf on all grounds. Clean up flower beds, apply pre-emergent to flower beds.

k) We request that the same employees work week to week.

l) Any maintenance or clean-up due to 'acts of God' such as ice or windstorms will be negotiated by and through the Supervisor of Parks for City of Dalton Gardens and will be approved by the City Council prior to payment of the same.

m) Any issues with regard to maintenance, costs, repairs of damage, etc. shall be brought to the attention of the Council person assigned as Supervisor of Parks.

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

2. TIME OF PERFORMANCE AND TERMINATION: Parties agree that:

Contractor shall commence work on the project commencing March 1, 2018 and shall perform said services as set forth above for the months of March 2018 through and including November 2018, as weather permits. Any additional costs for labor or supplies shall require written approval from the Dalton Gardens City Council. Jamie Smith, Council Member is designated as the Supervisor of Parks (person in charge and control) by the City Council for monitoring performance in this agreement and is responsible for hiring and termination of independent contract providers. This contract terminates at the end of the fall season, or November 30, 2018. The City, however, reserves the right to terminate this Contract, with payment for all work performed to date of termination, upon 10 days written notice to the Contractor.

3. COMPENSATION: City agrees to pay Contractor as compensation \$24,298.20, pursuant

to the labor costs and supply expenses as set forth in the accepted bid for services. Any adjustments in compensation shall be submitted to and approved by and through Jamie Smith, Supervisor of Parks. The Contractor will itemize their labor and supply costs each week pursuant to the approved Bid for Services; shall note on the invoice if asked to do anything extra and the cost of that expense; shall save all receipts for any supply items purchased; and shall turn in a complete invoice on or before the 25th day of each month, to the Clerk of the City of Dalton Gardens, by email, fax, mail or by hand-delivery.

4. INDEPENDENT CONTRACTOR: The parties agree that Contractor is the independent contractor of City and in no way an employee or agent of City and is not entitled to workers compensation or any benefit of employment with the City. City shall have no control over the performance of this Agreement by Contractor or its employees, except to specify the time and place of performance. City shall have no responsibility for security or protection of Contractor's employee's, supplies or equipment. The Contractor is responsible for and will cover the cost of any damage caused by their employees, i.e. mowing over sprinkler heads, etc.

The City of Dalton Gardens request that the same employees work week to week so as to familiarize themselves with the properties and the required maintenance services.

5. WARRANTY: Contractor warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workman like manner. Contractor acknowledges that it will be liable for any breach of this warranty.

6. INDEMNIFICATION: Contractor agrees to indemnify and hold City harmless from any liability, claims or damages arising out of or in any way connected with Contractor's performance of the work described in this Agreement.

7. INSURANCE: Contractor agrees to maintain public liability insurance in the amount of \$1,000,000 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho on all employees as required by Idaho Law, and furnishes proof of insurance to City prior to commencing work under this Agreement.

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

9. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this ____ day of _____, 2018.

CITY OF DALTON GARDENS

SACCO DE CAMPOS LANDSCAPE
MAINTENANCE, LLC.

By _____
Steve Roberge, Mayor

By _____
Sergio Campos, Manager/Member

ATTEST:

Valerie S. Anderson
Clerk of City of Dalton Gardens

***Dalton Gardens
Monthly Permit Roster***

<i>Month</i>	<i>Year</i>	<i>Permit #</i>	<i>First Name</i>	<i>Last Name</i>	<i>Billing Address</i>	<i>City</i>	<i>Type of Permit</i>	<i>Description</i>	<i>Valuation</i>	<i>Plan Reviews</i>
Jan.	2018	3597	Gary & Marcy	Day	6207 N. 16th St.	Dalton Garden	Residential	Kit. & Master bt	\$8,500.00	Yes
Jan	2018	3598	Barry & Teresa	McHugh	5935 N. 16th St.	Dalton Garden	Residential	Mech.		

***Dalton Gardens
Inspection Count Report***

<i>Date</i>	<i>City</i>	<i>Footings</i>	<i>Foundation</i>	<i>Framing</i>	<i>Insulation</i>	<i>Drywall</i>	<i>Roofing</i>	<i>Siding</i>	<i>Mechanical</i>	<i>Sheer Wall</i>	<i>Final</i>
1/8/2018	Dalton Gardens			2	1						
1/10/2018	Dalton Gardens								1		
1/12/2018	Dalton Gardens	2							1		
1/17/2018	Dalton Gardens			1		1			1		1
1/18/2018	Dalton Gardens	1									
1/24/2018	Dalton Gardens			1			1		1		1
1/26/2018	Dalton Gardens			1		1			1		
<i>Totals</i>		3		5	1	2	1		5		2
<i>Grand Total</i>										16	