

**City of Dalton Gardens Council Meeting
Thursday, September 3, 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=ellRmp6T2JtYW5LZzJNSExFdjJ1QT09>

Password: 986817

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

WEBINAR ID: 859 5230 4196

PASSWORD: 986817

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 August 6, 2020, Special Meeting August 20, 2020
- B. Financial Statement from August 1, 2020 to August 31, 2020 and the claims so listed.

2. ACTION ITEM – APPROVAL OF LEASE FOR DALTON WATER

3. ACTION ITEM – APPROVAL OF LEASE FOR DALTON IRRIGATION

4. ACTION ITEM – APPROVAL OF BUILDING MAINTENANCE CONTRACT WITH KUBIK BUILDING MAINTENANCE

5. 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. 15TH STREET

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

7. ACTION ITEM – DISCUSSION OF LOAD LIMITS ON CITY STREETS

8. ACTION ITEM – DISCUSSION OF REDUCTION OF THRU TRAFFIC IN DALTON

9. ACTION ITEM – DISCUSSION OF SPECIAL MEETING DATE IN SEPTEMBER

10. ACTION ITEM – ADJOURN

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

**MINUTES OF THE REGULAR MEETING OF THE
CITY OF DALTON GARDENS AUGUST 6, 2020
VIA TELECONFERENCE @ 6:00 PM**

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

ROLL CALL:

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

The pledge was recited and led by Councilmember Chase.

PUBLIC COMMENT PERIOD

Mike Chase – 7512 N 4th Street – He stated that the 4th Street striping on the agenda needs to be addressed by the engineers and find out if the road diet will slow the traffic and address the speeding issues in Dalton Gardens.

Lila Tatum – 7080 N. Valley Street – She stated that traffic is an issue in Dalton Gardens and that we need to do something about the Wilbur Ave. and Highway 95 traffic which is about to enter into the city.

Sue Supp – 7024 N. 16th Street – She stated that the construction work on 4th Street looks great and that the narrowing of lane would slow traffic on 4th Street.

Lori Meredith – 315 E. Canfield – She stated that the closing of Wilbur Ave from Highway 95 will only force the traffic to Canfield and other streets in the city. We need to do traffic counts and see what affect the numbers have on the traffic once the road is opened.

Close Public Comment

CONSENT CALENDAR APPROVAL

Councilmember Wuest made a motion to approve minutes of the Regular Meeting July 8th, 2020, Special Meeting June 30th, 2020, July 14th, 2020 and Workshop Meeting July 15th, 2020. Councilmember Craft seconded the motion. Roll call vote: Councilmember Chase – yes, Councilmember O'Brien – yes, Councilmember Wuest – yes, Councilmember Craft – yes. Motion carried.

Councilmember Wuest made a motion to approve the financial Statement from July 1, 2020 to July 31, 2020 and the claims so listed and the Quarterly Financial Report ending June 30, 2020. Councilmember Chase seconded the motion. Roll call vote: Councilmember Chase – yes, Councilmember O'Brien – yes, Councilmember Wuest – yes, Councilmember Craft – yes. Motion carried.

APPROVAL OF ENGINEERING CONTRACT WITH HMH ENGINEERING SERVICES

Councilmember Wuest made a motion to approve the contract with HMH Engineering Services. Councilmember O'Brien seconded the motion. Roll call vote: Councilmember Chase – yes, Councilmember O'Brien – yes, Councilmember Wuest – yes, Councilmember Craft – yes. Motion carried.

DISCUSSION/APPROVAL TO CHANGE 4TH STREET LANE WIDTH FOR STRIPING

The council discussed the restriping of 4th Street and will be talking to the new engineers on the options to change the bike path and walk path to a 61/2 foot path on the West side of the street. The council tabled the issue until the August 20th, 2020 Special Council Meeting.

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. 15TH STREET

Rand Wichman – City Planner explained the Administrative Appeal presented by Bobbi Plumlee at 6872 N. 15th Street. He stated that the appeal is with a setback issue on a 1976 lean to on the garage. He stated that the council would have two options which would be to file a Notice of Violation or to remove the structure which is in violation of the City Code. He stated that in order to issue a permit we need to follow the ordinances and uphold the codes of the city.

Attorney Susan Weeks – 1626 Lincoln Way, Coeur d’Alene, ID - attorney for the Plumlee’s addressed the issue. She stated that Mr. Plumlee inherited the property and no idea that the structure was not a legal structure. She stated that the codes for the city should be enforced and that a fair conclusion would be to file a Notice to Title. A Notice to Title would provide a new buyer notice that the lean to on the property is in violation of the code. A Notice to Title would allow the City Council to enforce the code and would not penalize Mr. Plumlee and would allow the Plumlee’s to do some improvements to the property. Attorney stated that she would draft the Notice to Title along with the City Attorney. Mr. Plumlee stated that he has had the property surveyed and the fence is on the property line and the lean to is on the fence line. He stated that all of the property lines are off in the area.

Councilmember Chase made a motion to go forward with the issuing of a Notice to Title which state the next owner would not be able to apply for additional building permits on the property until the lean-to is removed and Mr. Plumlee could apply for permits as the owner. Councilmember Wuest seconded the motion. Roll call vote: Councilmember Chase – yes, Councilmember O’Brien – yes, Councilmember Wuest – yes, Councilmember Craft – yes. Motion carried.

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.

Councilmember Chase made a motion to go into Executive Session @7:50PM pursuant to Idaho Code 74-206(b). Councilmember Wuest seconded the motion. Roll call vote: Councilmember Chase – yes, Councilmember O’Brien – yes, Councilmember Wuest – yes, Councilmember Craft – yes. Motion carried.

Council came out of Executive Session @ 9:04 with no discussion.

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 additional changes which needed to be made in the ordinance and will be presented at the next council meeting.

PUBLIC HEARING ON BUDGET AMENDMENT TO THE 2019-2020 FISCAL BUDGET

Mayor Edwards opened the public hearing:

Sue Supp – 7024 N. 16th Street – She asked what the appropriation of \$240,000 dollars was going to be used for in the City. Councilmember Craft explained that the appropriated money is being used for the repair and chip seal of 4th Street which has not been in several years.

Public comment period on the hearing was closed.

APPROVAL OF APPROPRIATION ORDINANCE AMENDMENT FOR FISCAL YEAR 2019-2020

Councilmember Chase made a motion to place the proposed Appropriation Ordinance Amendment on its first and only reading by title only while under suspension of the rules. Councilmember Craft seconded the motion. Roll call vote: Councilmember Chase – yes, Councilmember O’Brien – yes, Councilmember Wuest – yes, Councilmember Craft – yes. Motion carried.

Mayor Edwards read the title of the Appropriation Ordinance Amendment for the record.

Councilmember Chase made a motion to pass the Appropriation Ordinance Amendment and direct the city clerk to assign the appropriate ordinance number, and publish in summary only incorporating the title as to body of the summary. Councilmember Craft seconded the motion. Roll call vote: Councilmember Chase – yes, Councilmember O’Brien – yes, Councilmember Wuest – yes, Councilmember Craft – yes. Motion carried.

DISCUSSION REGARDING CITY’S INSURANCE PLAN AND PREMIUMS FOR 2020-2021

The Council discussed the insurance plan and elected to table the item until the Mayor could talk to the insurance company.

TENTITIVE APPROVAL OF THE 2020-2021 FISCAL YEAR BUDGET

Councilmember Wuest made a motion to approve the tentative 2020-2021 Fiscal Year Budget in the amount of \$1,165,467.50. Councilmember O’Brien seconded the motion. Roll call vote: Councilmember Chase – yes, Councilmember O’Brien – yes, Councilmember Wuest – yes, Councilmember Craft – yes. Motion carried.

Councilmember Wuest made a motion to adjourn the meeting at 9:38. Councilmember Chase seconded the motion. Motion carried.

Dan Edwards, Mayor

Valerie S. Anderson, City Clerk

**MINUTES OF THE SPECIAL MEETING OF THE
CITY OF DALTON GARDENS AUGUST 20, 2020
VIA TELECONFERENCE @ 6:00 PM**

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

ROLL CALL:

Present were: Councilmembers Chase, O'Brien, Wuest and Craft. Attorney Kling, Valerie Anderson, City Clerk.

The pledge was recited and led by Councilmember Craft.

BUDGET HEARING FY 2020-2021

Notice is hereby given that the City Council of Dalton Gardens, Kootenai County, Idaho will hold a public hearing for the consideration of the proposed budget for the fiscal period October 1, 2020 to September 30, 2021, pursuant to the provisions of Section 50-1002, Idaho Code. The proposed expenditures and revenues for the fiscal year 2020-2021 have been tentatively approved by the City Council. Publication dates for the notice of the public hearing were August 10, 2020 and August 17, 2020 in the legal section of the Coeur d'Alene Press.

Mayor Edwards opened the budget public hearing.

Jerry Johnson – 6903 Valley Street – He stated that he was concerned that there was not money put in the budget for the Special Law Enforcement for patrol of the streets. He felt that with no money appropriated for patrol that we were going to have more speeding problems and crime in the city. He stated that the council needs to do their diligence in keeping the citizens safe.

Vicki Rutherford – 7168 N. Rude - She also expressed her concern of no money in the budget for patrol of the streets and stated that we need a deputy in Dalton Gardens. She was also concerned about money being spent out of the savings on the streets and that we need to watch our reserves.

The public hearing comment period was closed.

APPROPRIATION ORDINANCE #267

An ordinance of the City of Dalton Gardens, Idaho entitled the annual appropriation ordinance for the fiscal year beginning October 1, 2020, and ending on September 30, 2021, appropriating the sum of \$1,165,467.50 to defray the expenses and liabilities of the City of Dalton Gardens for said fiscal year, authorizing a levy of a sufficient tax upon the taxable property and specifying the objects and purposes for which said appropriation is made.

Councilmember Wuest made a motion to place proposed Appropriation Ordinance on its first and only reading by title only while under suspension of the rules. Councilmember Chase seconded the motion. Roll call vote: Councilmember Chase - yes, Councilmember O'Brien yes, Councilmember Wuest - yes, Councilmember Craft - yes. Motion carried.

Mayor Edwards read the proposed ordinance title.

Councilmember Wuest made a motion to pass the appropriations ordinance and direct city clerk to assign the appropriation ordinance number, and publish by summary only incorporating the title as to the body of the summary. Councilmember O'Brien seconded the motion. Roll call vote: Councilmember Chase - yes, Councilmember O'Brien - yes, Councilmember Wuest - yes, Councilmember Craft - yes. Motion carried.

DISCUSSION/APPROVAL TO CHANGE 4TH STREET LANE WIDTH FOR STRIPING

The council discussed the two different options which were presented by HMH Engineering to the council for the striping of 4th Street.

Councilmember Craft explained the design which he thought would be the best fit for the cold joint on the southbound lane. The design for the striping would be 10' driving lanes and a 7' path on the southbound side and a 4' lane on the northbound lane. The other design is for a 10' driving lanes and a 5' southbound and northbound land for walking and biking.

Mike Chase – 7512 N. 4th Street – He stated that he is in support of the lane narrowing and that we need to have a safe approach for the walkers and bikers. We have done a lot of maintenance on the street and a consistent lane width would be the best approach to take for the striping.

Carrie Edwards – 6464 Snowberry Street – She stated that she has been in traffic control for many years and that a 10' driving lane is required by law. We need to be safe and if you reduce the lanes to less than 10' we would be going against regulations.

Gary Sonnen – 7447 Valley Street – He suggested that maybe some crosswalks on 4th Street would be a way to get to mailboxes and be safer for the residents.

Vicki Rutherford – 7168 Rude – She stated that the council and staff are not speaking into the microphones and it is making it hard to hear the discussions.

Matt Hall – HMH Engineering stated that his recommendation would be to have a 10' minimum lane width. He stated that lane widths do slow the traffic and allow the proper bike/ walking path. He stated that the 5'-10'-10'-5' striping on 4th Street would be his recommendation as he felt that this would give us good lanes and we would keep most of the traffic out of the cold joint area on the southbound lane.

Councilmember Chase stated that she is in favor the proposed lane width recommendation by our engineering company. She also stated that she is in favor of safety of our walkers and bikers and that the reduction of the lane widths would reduce the speed and wear on the road. She stated that 4th Street has now had maintenance on it and the heavy trucks ordinance is in place so the cold joint on the southbound lane should not be a problem with the proposed width. She stated that we as Dalton Gardens need to set ourselves apart and do what is right for the residents of Dalton Gardens.

Councilmember Chase made a motion to approve the 4th Street lane width striping with the 5'-10'-10'-5' as recommended by the engineering company. Councilmember O'Brien seconded the motion. Roll call vote: Councilmember Chase - yes, Councilmember O'Brien - yes, Councilmember Wuest - no, Councilmember Craft - no. Mayor Edwards broke the tie vote with a vote in favor of the above motion by Councilmember Chase. Motion carried.

Councilmember Craft stated that the striping would be done next week on 4th Street.

APPROVAL FOR HMH ENGINEERING TO START WORK ON NEW TRANSPORTATION PLAN

Councilmember Chase made a motion to have HMH Engineering start on the update of the transportation plan. Councilmember O'Brien seconded the motion. Roll call vote: Councilmember Chase - yes, 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 further changes to be made to the amended ordinance and it will put on the September 3, 2020 Council Agenda.

Mayor Edwards directed the staff to put the survey results on the website.

Councilmember Chase made a motion to adjourn the meeting at 8:05. Councilmember Craft seconded the motion. Motion carried.

Dan Edwards, Mayor

Valerie S. Anderson, City Clerk

CITY OF DALTON GARDENS
Unpaid Bills Detail

Type	Date	Memo	Due Date	Account	Open Balance
Avista Utilities					
Bill	08/12/2020	1423430,1423431,1426229,290125122	08/31/2020	2000 - *Accounts Payable	-264.12
Bill	08/12/2020	City Hall	08/31/2020	419-852 - BLDG & GROUNDS UTILITIES	141.63
Bill	08/12/2020	1426229 Arena	08/31/2020	419-852 - BLDG & GROUNDS UTILITIES	32.15
Bill	08/12/2020	shop	08/31/2020	419-852 - BLDG & GROUNDS UTILITIES	60.95
Bill	08/12/2020	light at roundabout	08/31/2020	431-035 - STREET SIGNAL LIGHTS	29.39
Total Avista Utilities					
					0.00
Cash					
Bill	08/14/2020	Replenish Petty Cash	08/31/2020	2000 - *Accounts Payable	-31.74
Bill	08/14/2020	Supplies for Office	08/31/2020	415-031 - OFFICE SUPPLIES & POSTAGE	31.74
Total Cash					
					0.00
Coeur d'Alene Press					
Bill	08/12/2020	Account # 6678	08/31/2020	2000 - *Accounts Payable	-247.02
Bill	08/12/2020	Legal Notice	08/31/2020	415-044 - LEGAL PUBLISHING	247.02
Total Coeur d'Alene Press					
					0.00
Consolidated Supply Co.					
Bill	08/12/2020	S009872932,002	08/31/2020	2000 - *Accounts Payable	-398.86
Bill	08/12/2020	Survey Marker for 4th @Deerhaven	08/31/2020	431-361 - STREET EQUIPMENT MAINTENAN...	48.68
Bill	08/12/2020	Parts for Kitchen sink in Office	08/31/2020	419-860 - BLDG & GROUNDS MAINTENANCE	350.18
Total Consolidated Supply Co.					
					0.00
Cooperative Supply, INC. Cenex					
Bill	08/12/2020	Acct. #148697	08/31/2020	2000 - *Accounts Payable	-54.29
Bill	08/12/2020	Fuel for White Truck	08/31/2020	431-336 - FUEL AND LUBRICANTS	54.29
Total Cooperative Supply, INC. Cenex					
					0.00
Edwards, Dan - Mayor					
Bill	08/12/2020		08/31/2020	2000 - *Accounts Payable	-239.40
Bill	08/12/2020	Subscription for Terra Net - one year	08/31/2020	419-048 - DUES & SUBSCRIPTIONS	239.40
Total Edwards, Dan - Mayor					
					0.00
Frontier Communications					
Bill	08/19/2020	20877236980423915	08/31/2020	2000 - *Accounts Payable	-896.93
Bill	08/19/2020	Cable Line Damage	08/31/2020	431-361 - STREET EQUIPMENT MAINTENAN...	896.93
Total Frontier Communications					
					0.00
Gill, Leroy					
Bill	08/12/2020		08/31/2020	2000 - *Accounts Payable	-280.00
Bill	08/12/2020	Labor to Repair Kitchen sink	08/31/2020	419-861 - BLDG MAINT CONTRACTED	280.00
Total Gill, Leroy					
					0.00

Type	Date	Memo	Due Date	Account	Open Balance
GovOffice Web Solutions					
Bill	08/12/2020	Contract 3 years Website	08/31/2020	2000 - *Accounts Payable	-2,660.00
Bill	08/12/2020	three year website contract 8-2-2018 Appr...	08/31/2020	415-074 - SOFTWARE PURCHASE & IT SER...	2,660.00
Total GovOffice Web Solutions					
0.00					
III-A					
Bill	08/25/2020	September health Insurance plus adjustm...	08/31/2020	2000 - *Accounts Payable	-1,975.00
Bill	08/25/2020		08/31/2020	415-046 - EMP HEALTH INSURANCE	1,975.00
Total III-A					
0.00					
Ink Drop Signs					
Bill	08/14/2020	Business Cards for Code Enforcement	08/31/2020	2000 - *Accounts Payable	-23.32
Bill	08/14/2020		08/31/2020	415-031 - OFFICE SUPPLIES & POSTAGE	23.32
Total Ink Drop Signs					
0.00					
Kelley Imaging Systems					
Bill	08/14/2020	Account No. TBS0067	08/31/2020	2000 - *Accounts Payable	-118.04
Bill	08/14/2020	Final Bill for Copy Machine Fee	08/31/2020	415-058 - OFFICE MAINTENANCE	118.04
Total Kelley Imaging Systems					
0.00					
Kootenai County Fire & Rescue					
Bill	08/12/2020	Contract for bldg inspections	08/31/2020	2000 - *Accounts Payable	-3,780.00
Bill	08/12/2020	July 2020	08/31/2020	424-010 - BUILDING INSPECTOR SERVICES	3,780.00
Total Kootenai County Fire & Rescue					
0.00					
Kootenai County Reprographics					
Bill	08/12/2020	2020-000000127	08/31/2020	2000 - *Accounts Payable	-129.64
Bill	08/12/2020	Printing of Survey - two copies	08/31/2020	415-031 - OFFICE SUPPLIES & POSTAGE	129.64
Total Kootenai County Reprographics					
0.00					
Kootenai County Sheriffs Dept					
Bill	08/12/2020	Enhancement Patrol July 2020	08/31/2020	2000 - *Accounts Payable	-1,576.06
Bill	08/12/2020	Enhancement Patrol July 2020	08/31/2020	421-001 - Special Law Enforcement Exp	1,576.06
Total Kootenai County Sheriffs Dept					
0.00					
Lake City Law					
Bill	08/12/2020	Invoice 22024	08/31/2020	2000 - *Accounts Payable	-6,000.00
Bill	08/12/2020	Attorney Fees for July 2020	08/31/2020	419-042 - PROFESSIONAL SERVICES	6,000.00
Total Lake City Law					
0.00					
Mr. Moms Carpet & Floors					
Bill	08/12/2020	Invoice 14691	08/31/2020	2000 - *Accounts Payable	-628.00
Bill	08/12/2020	Steam clean carpet throughout building	08/31/2020	419-861 - BLDG MAINT CONTRACTED	628.00

Type	Date	Memo	Due Date	Account	Open Balance
Total Mr. Moms Carpet & Floors					
					0.00
North Idaho Trophy Co.					
Bill	08/19/2020	2904	08/31/2020	2000 - *Accounts Payable	-17.95
Bill	08/19/2020	Nameplate for T. Drechsel	08/31/2020	415-031 - OFFICE SUPPLIES & POSTAGE	17.95
Total North Idaho Trophy Co.					
					0.00
Rand Wichman Planning LLC					
Bill	08/31/2020	Invoice 1967	08/31/2020	2000 - *Accounts Payable	-4,213.00
Bill	08/31/2020	Planning for August 2020	08/31/2020	417-045 - PLANNING CONSULTANT	4,213.00
Total Rand Wichman Planning LLC					
					0.00
Sacco De Campos Landscape Maintenance LLC					
Bill	08/25/2020	Invoice 3289	08/31/2020	2000 - *Accounts Payable	-1,919.65
Bill	08/25/2020	Park & Arena mowing & Weed Control	08/31/2020	438-042 - PARK MAINT-Contracted	1,919.65
Total Sacco De Campos Landscape Maintenance LLC					
					0.00
The Sweep					
Bill	08/12/2020	Invoice 28641 July & Aug.	08/31/2020	2000 - *Accounts Payable	-480.00
Bill	08/12/2020	sweep bike paths, horse arena, roundabo...	08/31/2020	431-363 - STREET MAINTENANCE PURCHA...	480.00
Total The Sweep					
					0.00
Time Warner Cable					
Bill	08/12/2020	8448 61 004 0122664	08/31/2020	2000 - *Accounts Payable	-229.96
Bill	08/12/2020	Telephone & Internet September 2020	08/31/2020	415-051 - TELEPHONE	229.96
Total Time Warner Cable					
					0.00
U.S. Postal Service					
Bill	08/12/2020	Postcard stamps for Office	08/31/2020	2000 - *Accounts Payable	-550.00
Bill	08/12/2020		08/31/2020	415-031 - OFFICE SUPPLIES & POSTAGE	550.00
Total U.S. Postal Service					
					0.00
US Bank, Credit Card					
Bill	08/12/2020		08/31/2020	2000 - *Accounts Payable	-705.57
Bill	08/12/2020	Cones & Paint for Street Project	08/31/2020	431-361 - STREET EQUIPMENT MAINTENAN...	135.19
Bill	08/12/2020	Sprinkler Repair Parts for Park	08/31/2020	438-032 - PARK MAINTENANCE SUPPLIES	91.22
Bill	08/12/2020	Fuel for White Truck	08/31/2020	431-335 - FUEL AND LUBRICANTS	52.97
Bill	08/12/2020	Office Supplies	08/31/2020	415-031 - OFFICE SUPPLIES & POSTAGE	426.19
Total US Bank, Credit Card					
					0.00
Vanguard Cleaning Systems of the Inland N					
Bill	08/12/2020	97300	08/31/2020	2000 - *Accounts Payable	-220.00
Bill	08/12/2020	City Hall Cleaning and outside restroom A...	08/31/2020	419-860 - BLDG & GROUNDS MAINTENANCE	220.00

Type	Date	Memo	Due Date	Account	Open Balance
Total Vanguard Cleaning Systems of the Inland N					0.00
Verizon Wireless					
Bill	08/19/2020	Account no. 742351309-00001	08/31/2020	2000 - *Accounts Payable	-106.20
Bill	08/19/2020	Code Enforcement phone	08/31/2020	415-031 - OFFICE SUPPLIES & POSTAGE	106.20
Total Verizon Wireless					0.00
Verlin Van Zee					
Bill	08/12/2020		08/31/2020	2000 - *Accounts Payable	-1,950.00
Bill	08/12/2020	Over-site of Road Chip Seal Project 2020	08/31/2020	431-363 - STREET MAINTENANCE PURCHA...	1,950.00
Total Verlin Van Zee					0.00
TOTAL					0.00

Profit & Loss Budget vs. Actual

Accrual Basis

	Oct '19 - Sep 20	Budget	\$ Over Budget	% of Budget
Income				
311.1 · CURRENT REAL PROPERTY TAX	157,728.22	153,367.00	4,361.22	102.8%
312.1 · DELINQUENT REAL PROPERTY TAX	1,532.00	1,500.00	32.00	102.1%
316.0 · FRANCHISE TAX TIME WARNER	26,594.74	22,000.00	4,594.74	120.9%
316.5 · FRANCHISE TAX AVISTA	26,369.37	26,000.00	369.37	101.4%
319.0 · PENALTY & INTEREST	537.70	500.00	37.70	107.5%
321.0 · BUSINESS LICENSE REVENUE	6,450.00	7,000.00	-550.00	92.1%
321.1 · HOME BASED BUS LICENSE	225.00	300.00	-75.00	75.0%
322.1 · BUILDING PERMIT REVENUE	79,678.05	65,000.00	14,678.05	122.6%
322.2 · SIGN PERMIT FEES	430.70	300.00	130.70	143.6%
322.3 · SPECIAL USE FEES	1,670.00	1,000.00	670.00	167.0%
335.1 · STATE LIQUOR ALLOCATION	101,881.00	91,000.00	10,881.00	112.0%
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	4,235.98	10,000.00	-5,764.02	42.4%
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	61,183.52	48,000.00	13,183.52	127.5%
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	230,330.44	65,213.00	165,117.44	353.2%
371.0 · INTEREST INCOME	31,560.85	34,000.00	-2,439.15	92.8%
371.2 · RENT	5,426.20	5,000.00	426.20	108.5%
373 · REFUNDS & REIMBURSEMENTS	9,251.01	0.00	9,251.01	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%
Total Income	1,133,677.00	923,775.00	209,902.00	122.7%
Gross Profit	1,133,677.00	923,775.00	209,902.00	122.7%
Expense				
411-010 · CITY COUNCIL SALARIES	19,200.00	19,200.00	0.00	100.0%
411-021 · CITY COUNCIL PAYROLL TAXES	1,346.40	1,475.00	-128.60	91.3%
411-022 · CITY COUNCIL STATE RETIREMENT	1,829.84	2,400.00	-570.16	76.2%
411-047 · CITY COUNCIL TRAVEL/MEETINGS	156.00	1,000.00	-844.00	15.6%
413-010 · MAYOR SALARIES	10,200.00	10,200.00	0.00	100.0%
413-021 · MAYOR PAYROLL TAXES	715.30	781.00	-65.70	91.6%
413-022 · MAYOR STATE RETIREMENT	1,127.95	1,325.00	-197.05	85.1%
413-047 · MAYOR TRAVEL & MEETINGS	39.00	500.00	-461.00	7.8%
415-010 · CLERK SALARIES	52,293.00	52,293.00	0.00	100.0%
415-021 · CLERK PAYROLL TAXES	3,667.03	4,001.00	-333.97	91.7%
415-022 · CLERK-STATE RETIREMENT	5,723.52	6,250.00	-526.48	91.6%
415-028 · CLERK UNEMPLOYMENT TAXES	88.90	250.00	-161.10	35.6%
415-031 · OFFICE SUPPLIES & POSTAGE	6,160.85	8,000.00	-1,839.15	77.0%
415-042 · AUDIT AND ACCOUNTING	9,195.00	12,805.00	-2,805.00	76.6%
415-044 · LEGAL PUBLISHING	1,617.61	4,000.00	-2,382.39	40.4%
415-046 · EMP HEALTH INSURANCE	20,805.00	24,000.00	-3,195.00	86.7%
415-047 · CLERK TRAVEL @ MEETINGS	181.50	1,500.00	-1,318.50	12.1%
415-051 · TELEPHONE	2,410.64	2,000.00	410.64	120.5%
415-058 · OFFICE MAINTENANCE	585.28	600.00	-14.72	97.5%
415-074 · SOFTWARE PURCHASE & IT SERVICE	10,705.92	20,000.00	-9,294.08	53.5%
415-110 · DEPUTY CLERK-SALARIES	15,340.60	18,000.00	-2,659.40	85.2%
415-121 · DEPUTY CLERK-PAYROLL TAXES	1,171.86	1,377.00	-205.14	85.1%
415-122 · DEPUTY CLERK-STATE RETIREMENT	1,817.70	2,150.00	-332.30	84.5%
415-128 · DEPT CLERK-UNEMPLOYMENT TAXES	46.75	76.00	-29.25	61.5%
417-043 · P & Z TRAVEL & MEETING EXP	0.00	500.00	-500.00	0.0%
417-045 · PLANNING CONSULTANT	47,932.40	50,000.00	-2,067.60	95.9%
419-042 · PROFESSIONAL SERVICES	122,117.00	72,000.00	50,117.00	169.6%
419-046 · INSURANCE	4,869.00	7,500.00	-2,631.00	64.9%
419-048 · DUES & SUBSCRIPTIONS	2,585.93	2,500.00	85.93	103.4%
419-852 · BLDG & GROUNDS UTILITIES	6,947.59	6,000.00	947.59	115.8%
419-860 · BLDG & GROUNDS MAINTENANCE	4,337.00	4,000.00	337.00	108.4%
419-861 · BLDG MAINT CONTRACTED	908.00	3,000.00	-2,092.00	30.3%
419-869 · MISCELLANEOUS SERVICE & CHARGES	1,778.51	1,800.00	-21.49	98.8%
421-001 · Special Law Enforcement Exp	3,152.14	12,000.00	-8,847.86	26.3%
421-010 · CODE ENFORCE-SALARY	6,135.00	20,000.00	-13,865.00	30.7%

	Oct '19 - Sep 20	Budget	\$ Over Budget	% of Budget
421-021 · CODE ENFORCE-PAYROLL TAXES	68.85			
421-022 · Code Enforcement-State Retireme	271.04			
421-028 · CODE ENFORCE-UNEMPLOYMENT TAX	5.61			
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	33,564.00	40,000.00	-6,436.00	83.9%
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	33,523.00	34,000.00	-477.00	98.6%
431-007 · 4th STREET PROJECT	44,065.14	75,000.00	-30,934.86	58.8%
431-008 · LID PHASE 2	65,265.60	65,213.00	52.60	100.1%
431-035 · STREET SIGNAL LIGHTS	414.41	500.00	-85.59	82.9%
431-310 · STREET SIGN MAINT - SALARY	15,461.50	8,200.00	7,261.50	188.6%
431-321 · STREET SIGN MAINT-PAYROLL TAXES	1,480.52	630.00	850.52	235.0%
431-328 · STREET SIGN MAINT-UNEMPL TAXES	52.88	45.00	7.88	117.5%
431-335 · FUEL AND LUBRICANTS	1,153.89	1,600.00	-446.11	72.1%
431-361 · STREET EQUIPMENT MAINTENANCE	4,066.30	7,000.00	-2,933.70	58.1%
431-363 · STREET MAINTENANCE PURCHASED	4,735.00	175,000.00	-170,265.00	2.7%
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	3,007.75	6,000.00	-2,992.25	50.1%
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	489.89	1,500.00	-1,010.11	32.7%
438-042 · PARK MAINT-Contracted	15,092.86	35,000.00	-19,907.14	43.1%
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	5,867.20			
Total Expense	634,240.51	923,775.00	-289,534.49	68.7%
Net Income	499,436.49	0.00	499,436.49	100.0%

LEASE

THIS LEASE is made and entered into effective the 1st day of October 2020, by and between CITY OF DALTON GARDENS, an Idaho municipal corporation, hereinafter referred to as "Lessor", and DALTON WATER ASSOCIATION, an Idaho municipal corporation, hereinafter referred to as "Lessee";

WITNESSETH:

That in consideration of the covenants, agreements and stipulations herein contained on the part of said Lessee, or tenant, to be paid, kept and faithfully performed by said Lessee, the said Lessor does hereby lease, demise and let unto said Lessee, those certain premises located at 6360 North 4th Street, Dalton Gardens, Idaho 83815, County of Kootenai, State of Idaho, more particularly described as follows:

Space in that certain building located at the above address which is approximately 180 square feet, together with the common area utilized for meetings and the restrooms.

TERM:

TO HAVE AND TO HOLD the same for a period from the 1st day of October 2020, to and through the 30th day of September, 2021, with one year options for extension, but subject to the Surrender of Premises provision contained hereafter. On or before October 1st of each year, the parties shall meet and attempt to mutually agree to any additional or amended terms for extending the lease. It is agreed and understood that the Lessee will use said leased property for office space. It is further understood and agreed that those individuals allowed access to the building after hours shall be determined by vote of the City Council of Dalton Gardens, and only those individuals so designated will have access keys to the building.

OPTION TO RENEW:

If all the Lessee's covenants herein required have been complied with by Lessee, then Lessor grants Lessee successive one year options to lease the premises under the same terms and obligations under the original term in effect, except for the rent amount.

PAYMENTS:

In consideration of the Lease and use of said property, Lessor and Lessee covenant and agree that the lease payments shall be as follows:

The sum of \$260.00 per month (inclusive of \$15 internet charge), payable each month in

advance on the 1st day of each month. Rent shall be paid at City Hall, 6360 North 4th Street, Dalton Gardens, Idaho 83815.

MAINTENANCE, REPAIR AND UTILITIES:

Lessee will maintain its portion of the premises in a neat and clean condition throughout the term of this Lease. Lessor shall keep the building and surrounding premises in a clean and safe condition and shall be responsible for structural repairs and all janitorial services. Lessor shall provide all utilities, with the exception of telephone service.

SIGNS:

Lessee shall place no sign on the leased premises without the prior written consent of the Lessor.

ALTERATIONS, IMPROVEMENTS AND FIXTURES:

All improvements or alterations in or upon the leased premises shall be at the expense of the Lessee, and no material alterations may be made without the prior written consent of the Lessor.

All fixed and permanent improvements made upon the premises by the Lessee shall become the property of the Lessor and shall remain upon and be surrendered with the premises by the Lessee at the end of the term of this Lease or any extension thereof. Lessee shall comply with all building codes and other governmental regulations concerning said premises. All repairs, alterations, changes and improvements by the Lessee shall be accomplished in a workmanlike manner.

ASSIGNMENT AND SUB-LETTING:

There shall be no assignment of this Lease or sub-letting of the premises described herein.

INSURANCE:

Lessor shall obtain a fire insurance policy upon the building, a portion of which is being occupied by the Lessee, and the Lessee shall be responsible for obtaining content, theft, and damage insurance. Each of these policies shall provide a waiver of subrogation against the other party for any loss occasioned by them, their agents, or employees, which loss is covered by the provisions of said insurance policy.

Lessee shall procure and maintain in full force and effect at Lessee's expense during the term of this Lease, and any and all renewals thereof, public liability insurance an insurance

company approved by the Lessor. Such coverage shall be adequate to protect against liability for damages, damage claims through public use of or arising out of accidents occurring in or around the leased premises, or arising out of the business being conducted by the Lessee on the said premises in the minimum amount of \$500,000 for each person injured, \$1,000,000 for any one accident, and \$1,000,000 for property damage. The insurance policy shall provide coverage for contingent liability of Lessor on any claims or losses, and shall name the Lessor as an additional named insured. The policies, or copies thereof, shall be delivered to the Lessor.

The Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least twenty (20) days prior to cancellation or refusal to renew any policy. If the insurance policy is not kept in force during the entire term of this Lease, or any renewal thereof, Lessor may procure the necessary insurance and pay the premiums therefore, and the premiums shall be repaid to Lessor as an additional rent installment for the month following the date on which the premium was paid by the Lessor.

DAMAGE OR DESTRUCTION:

It is agreed between the parties that in case the demised premises should be partially destroyed by fire, lightning or other casualties, the Lessor shall use due diligence to repair the same at their expense, as speedily as practicable; and during such period as such premises may be materially unfit for use and occupancy because of the above damage, the rent shall reasonably abate. In case the same shall be so extensive as to render the premises wholly untenable, the rent shall cease until such time as the said premises shall be put in complete repair; but if such damage by fire or other casualty during the term of this Lease shall equal or exceed fifty (50%) percent of the value of the building, the Lessor shall have the option of either restoring the premises to the equivalent of their former condition or canceling or terminating the Lease. In the case of such cancellation of the Lease, rent shall be paid up to the time of the occurrence of said damage.

NON-LIABILITY OF LESSOR:

Lessor shall not be liable for claims for injury to persons or property from any cause relating to the occupancy of the premises by the Lessee, during the term of this Lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss or other damage claims, or obligations resulting from any injuries or losses of this nature.

RIGHT OF INSPECTION:

The Lessee agrees to allow the Lessor, at all reasonable times, to enter the demised premises, to inspect the same and maintain the building herein leased and to make such necessary repairs as they are obligated to make.

BREACH:

In case of breach of any of the terms, covenants and conditions hereof, by the Lessee, the Lessor shall have the right, at their option, to hold the Lessee liable for any damage arising therefrom, or to terminate possession of the Lessee and re-enter and take possession of the premises and re-let the same for the account of the Lessee without waiving any claim for rental or restoration of the premises against the Lessee, or to accept the possession of the premises as a surrender of the tenancy herein. In this regard, if the Lessee fail to perform any of the covenants or agreements on his part to be performed and said default or breach continues for ten (10) days, Lessor shall send to the Lessee a written notice of said breach or default, which notice shall be effective upon placing said notice in the United States mail. If the Lessee fails to correct said defect, default or breach within twenty (20) days from the mailing of said notice, then the Lessor may re-enter the premises and take possession of all goods therein for the credit of the Lessee, and then re-let the premises for the account of the Lessee as above provided, or cancel the Lease and accept possession of the premises, as a surrender of the tenancy herein.

SURRENDER OF PREMISES:

At the termination of this Lease, Lessee will quietly and peacefully yield and surrender the possession of the premises to the Lessor in as good a condition as it was received, reasonable wear and tear and damage by fire and the elements accepted, and will surrender the keys to the Lessor. Either party may terminate this Lease by giving sixty (60) days written notice to the other party.

TIME WAIVER AND SUCCESSORS:

Time is, and shall be, of the essence in this agreement and of each and every part and portion hereof, and any waiver of any breach by Lessor shall not be construed or considered as a waiver of any future or similar breach, nor as a waiver of any other breach thereof. This agreement is and shall be binding upon the respective parties hereto, their successors and assigns in the same manner as though each of them was expressly named in each and every covenant herein.

NOTICES:

Any and all notices to be given to the Lessee shall be given at 6360 North 4th, Dalton Gardens, Idaho, and notice to the Lessor shall be given at 6360 North 4th Street, Dalton Gardens, Idaho 83815. All notices shall be deemed delivered when deposited in the United States mail.

WAIVER OF SUBROGATION:

Lessor and Lessee hereby release each other and each other's officers, directors, employees and agents, from liability or responsibility for any loss or damage to property covered by valid and collectible fire insurance with standard extended coverage endorsement. This release shall apply not only to liability and responsibility for anyone claiming through or under the parties by way of subrogation or otherwise. This release shall apply even if the fire or other casualty shall have been caused by the fault or negligence of a party or anyone for whom a party may be responsible.

ATTORNEY'S FEES:

In the event of litigation between the parties hereto arising out of a breach of this Lease, the prevailing party shall be allowed reasonable attorney's fees, expended or incurred in the litigation to be recovered as costs of such litigation. In the event either party is required to serve notice of default or breach, that party shall be entitled to a reasonable sum not to exceed One Hundred (\$100.00) Dollars for costs incurred in serving said notice.

MISCELLANEOUS:

It is expressly agreed and understood between the parties that this Lease and any covenant, condition and term contained herein, shall in no way be considered a joint venture, partnership or employment agreement and the parties hereto shall sustain only the relationship under this Lease as Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

CITY OF DALTON GARDENS

By: _____
Dan Edwards, Mayor

LESSOR
DALTON WATER ASSOCIATION
By: Kevin S. Kirking
Kevin Kirking, Chairman

LEASE

THIS LEASE is made and entered into effective the 1st day of October 2020, by and between CITY OF DALTON GARDENS, an Idaho municipal corporation, hereinafter referred to as "Lessor", and DALTON IRRIGATION DISTRICT, an Idaho municipal corporation, hereinafter referred to as "Lessee";

WITNESSETH:

That in consideration of the covenants, agreements and stipulations herein contained on the part of said Lessee, or tenant, to be paid, kept and faithfully performed by said Lessee, the said Lessor does hereby lease, demise and let unto said Lessee, those certain premises located at 6360 North 4th Street, Dalton Gardens, Idaho 83815, County of Kootenai, State of Idaho, more particularly described as follows:

Space in that certain building located at the above address which is approximately 180 square feet, together with the common area utilized for meetings and the restrooms.

TERM:

TO HAVE AND TO HOLD the same for a period from the 1st day of October 2020, to and through the 30th day of September, 2021, with a one year options for extension, but subject to the Surrender of Premises provision contained hereafter. On or before October 1st of each year, the parties shall meet and attempt to mutually agree to any additional terms extending the lease. It is agreed and understood that the Lessee will use said leased property for office space. It is further understood and agreed that those individuals allowed access to the building after hours shall be determined by vote of the City Council of Dalton Gardens, and only those individuals so designated will have access keys to the building.

OPTION TO RENEW:

If all the Lessee's covenants herein required have been complied with by Lessee, then Lessor grants Lessee successive one year options to lease the premises under the same terms and obligations under the original term in effect, except for the rent amount.

PAYMENTS:

In consideration of the Lease and use of said property, Lessor and Lessee covenant and agree that the lease payments shall be as follows:

The sum of \$260.00 per month (inclusive of \$15 internet charge), payable each month in advance on the 1st day of each month. Rent shall be paid at City Hall, 6360 North 4th Street,

Dalton Gardens, Idaho 83815.

MAINTENANCE, REPAIR AND UTILITIES:

Lessee will maintain its portion of the premises in a neat and clean condition throughout the term of this Lease. Lessor shall keep the building and surrounding premises in a clean and safe condition and shall be responsible for structural repairs and all janitorial services. Lessor shall provide all utilities, with the exception of telephone service.

SIGNS:

Lessee shall place no sign on the leased premises without the prior written consent of the Lessor.

ALTERATIONS, IMPROVEMENTS AND FIXTURES:

All improvements or alterations in or upon the leased premises shall be at the expense of the Lessee, and no material alterations may be made without the prior written consent of the Lessor.

All fixed and permanent improvements made upon the premises by the Lessee shall become the property of the Lessor and shall remain upon and be surrendered with the premises by the Lessee at the end of the term of this Lease or any extension thereof. Lessee shall comply with all building codes and other governmental regulations concerning said premises. All repairs, alterations, changes and improvements by the Lessee shall be accomplished in a workmanlike manner.

ASSIGNMENT AND SUB-LETTING:

There shall be no assignment of this Lease or sub-letting of the premises described herein.

INSURANCE:

Lessor shall obtain a fire insurance policy upon the building, a portion of which is being occupied by the Lessee, and the Lessee shall be responsible for obtaining content, theft, and damage insurance. Each of these policies shall provide a waiver of subrogation against the other party for any loss occasioned by them, their agents, or employees, which loss is covered by the provisions of said insurance policy.

Lessee shall procure and maintain in full force at Lessee's expense during the term of this Lease, and any and all renewals thereof, public liability insurance with insurers and through a company approved by the Lessor. Such coverage shall be adequate to protect against liability for

damages, damage claims through public use of or arising out of accidents occurring in or around the leased premises, or arising out of the business being conducted by the Lessee on the said premises in the minimum amount of \$500,000 for each person injured, \$1,000,000 for any one accident, and \$1,000,000 for property damage. The insurance policy shall provide coverage for contingent liability of Lessor on any claims or losses, and shall name the Lessor as additional named insured. The policies, or copies thereof, shall be delivered to the Lessor.

The Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least twenty (20) days prior to cancellation or refusal to renew any policy. If the insurance policies are not kept in force during the entire term of this Lease, or any renewal thereof, Lessor may procure the necessary insurance and pay the premiums therefore, and the premiums shall be repaid to Lessor as an additional rent installment for the month following the date on which the premiums were paid by the Lessor.

DAMAGE OR DESTRUCTION:

It is agreed between the parties that in case the demised premises should be partially destroyed by fire, lightning or other casualties, the Lessor shall use due diligence to repair the same at their expense, as speedily as practicable; and during such period as such premises may be materially unfit for use and occupancy because of the above damage, the rent shall reasonably abate. In case the same shall be so extensive as to render the premises wholly untenable, the rent shall cease until such time as the said premises shall be put in complete repair; but in case of such damage by fire or other casualty during the term of this Lease shall equal or exceed fifty (50%) percent of the value of the building, the Lessor shall have the option of either restoring the premises to the equivalent of their former condition or canceling or terminating the Lease. In the case of such cancellation of the Lease, rent shall be paid up to the time of the occurrence of said damage.

NON-LIABILITY OF LESSOR:

Lessor shall not be liable for claims for injury to persons or property from any cause relating to the occupancy of the premises by the Lessee, during the term of this Lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss or other damage claims, or obligations resulting from any injuries or losses of this nature.

RIGHT OF INSPECTION:

The Lessee agrees to allow the Lessor, at all reasonable times, to enter the demised

premises, to inspect the same and maintain the building herein leased and to make such necessary repairs as they are obligated to make.

BREACH:

In case of breach of any of the terms, covenants and conditions hereof, by the Lessee, the Lessor shall have the right, at their option, to hold the Lessee liable for any damage arising therefrom, or to terminate possession of the Lessee and re-enter and take possession of the premises and re-let the same for the account of the Lessee without waiving any claim for rental or restoration of the premises against the Lessee, or to accept the possession of the premises as a surrender of the tenancy herein. In this regard, if the Lessee fail to perform any of the covenants or agreements on his part to be performed and said default or breach continues for ten (10) days, Lessor shall send to the Lessee a written notice of said breach or default, which notice shall be effective upon placing said notice in the United States mail. If the Lessee fails to correct said defect, default or breach within twenty (20) days from the mailing of said notice, then the Lessor may re-enter the premises and take possession of all goods therein for the credit of the Lessee, and then re-let the premises for the account of the Lessee as above provided, or cancel the Lease and accept possession of the premises, as a surrender of the tenancy herein.

SURRENDER OF PREMISES:

At the termination of this Lease, Lessee will quietly and peacefully yield and surrender the possession of the premises to the Lessor in as good a condition as it was received, reasonable wear and tear and damage by fire and the elements accepted, and will surrender the keys to the Lessor. Either party may terminate this Lease by giving sixty (60) days written notice to the other party.

TIME WAIVER AND SUCCESSORS:

Time is, and shall be, of the essence of this agreement and of each and every part and portion hereof, and any waiver of any breach by Lessor shall not be construed or considered as a waiver of any future or similar breach, nor as a waiver of any other breach thereof. This agreement is and shall be binding upon the respective parties hereto, their successors and assigns in the same manner as though each of them was expressly named in each and every covenant herein.

NOTICES:

Any and all notices to be given to the Lessee shall be given at 6360 North 4th, Dalton

Gardens, Idaho, and notice to the Lessor shall be given at 6360 North 4th Street, Dalton Gardens, Idaho 83815. All notices shall be deemed delivered when deposited in the United States mail.

WAIVER OF SUBROGATION:

Lessor and Lessee hereby release each other and each other's officers, directors, employees and agents, from liability or responsibility for any loss or damage to property covered by valid and collectible fire insurance with standard extended coverage endorsement. This release shall apply not only to liability and responsibility for anyone claiming through or under the parties by way of subrogation or otherwise. This release shall apply even if the fire or other casualty shall have been caused by the fault or negligence of a party or anyone for whom a party may be responsible.

ATTORNEY'S FEES:

In the event of litigation between the parties hereto arising out of a breach of this Lease, the prevailing party shall be allowed reasonable attorney's fees, expended or incurred in the litigation to be recovered as costs of such litigation. In the event either party is required to serve notice of default or breach, that party shall be entitled to a reasonable sum not to exceed One Hundred (\$100.00) Dollars for costs incurred in serving said notice.

MISCELLANEOUS:

It is expressly agreed and understood between the parties that this Lease and any covenant, condition and term contained herein, shall in no way be considered a joint venture, partnership or employment agreement and the parties hereto shall sustain only the relationship under this Lease as Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

CITY OF DALTON GARDENS

By: _____
Dan Edwards, Mayor

LESSOR

DALTON IRRIGATION DISTRICT

By: Paul Montreuil
Director/President

BUILDING MAINTENANCE CONTRACT

AGREEMENT made between the City of Dalton Gardens, a political subdivision of the State of Idaho, herein "Entity" and Kubik Building Maintenance, herein "Contractor", is effective October 1, 2020 to September 30, 2021.

THE PARTIES AGREE AS FOLLOWS:

1. MAINTENANCE SERVICES: Entity hereby hires Contractor to perform maintenance services on the buildings at 6360 N. 4th Street, Dalton Gardens, Idaho which are collectively referred to as the premises. Contractor agrees to perform maintenance services on the referenced premises, including:

Vacuum all carpets; clean glass, dust all furniture and all areas at least one time per week.

Mop all floors with a cleaner approved by Entity at least one time per week.

Empty all trash and discard all materials specified by Entity at least one time per week.

Clean all bathrooms including the outside restroom on the north side of the fire station and refilling any paper towel dispensers and toilet paper dispensers at least one time per week.

Clean all blinds at least once every month.

Perform a special cleaning of the downstairs premises with same requirements as requested above by Entity, two times every month.

Performing minor repairs not requiring special tools and reporting the need for repairs to Entity.

2. COMPENSATION: Entity agrees to pay Contractor the sum of \$220.00 per month for the services, payable to Kubik Building Maintenance. In addition, Entity will pay Contractor for additional services as agreed in writing, so long as prior written approval is obtained from the authorized representative of City of Dalton Gardens.

3. MATERIALS AND EQUIPMENT: Contractor agrees to provide all materials and equipment necessary to perform the above services at no additional cost to Entity. Entity agrees to provide a storage area on the premises for these materials.

4. EMPLOYEES: Contractor agrees to provide Entity with a list of the names and addresses of all employees who will be working upon the premises in performing this Agreement. If Entity disapproves of any such employees in writing, Contractor agrees not to use

such employees upon the premises. Contractor further agrees to use reasonable care in selecting trustworthy employees.

5. LOSS INDEMNIFICATION/COMPLIANCE WITH LAWS: Contractor agrees to indemnify and pay Entity and its employees for any loss incurred by reason of theft or negligence or intentional act of Contractor or the employees of Contractor. Contractor certifies that it is an equal opportunity employer. Contractor further agrees to comply with all federal, state, city, and local laws, rules and regulations.

6. KEYS: Entity will give one set of keys to Contractor for access to the premises, and Contractor must obtain the approval of Entity as to employee who is given access to keys.

7. INDEPENDENT CONTRACTOR: The parties agree that Contractor and all its employees are independent contractors of Entity and in no way employees or agents of Entity and are NOT entitled to workers compensation or any benefit of employment with the Entity. Entity shall have no control over the performance of this Agreement by Contractor, except to specify the time and place of performance.

8. TERMINATION: This Agreement may be terminated immediately by Entity for breach of this Agreement by Contractor and either party may terminate this Agreement by 10 days written notice of termination to the other party.

9. DISPOSAL OF TOXIC SUBSTANCES: Contractor agrees to dispose of any and all toxic or hazardous substances used in fulfilling this contract in accordance with federal, state, city, and local statutes and regulations and further agrees to indemnify Entity from any liability resulting therefrom.

10. INSURANCE: As a condition precedent to this agreement, Contractor agrees to maintain workers compensation insurance required by law and public liability insurance in the amount of \$500,000 from an insurance carrier licensed to do business in the state of Idaho and furnish proof of insurance to Entity prior to this Agreement being enforceable.

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

DATED this 1st day of October, 2020.

Entity:

By:
Mayor Dan Edwards

Attest:

Valerie S. Anderson, Clerk

Contractor:

Kubik Building Maintenance
Kubik Building Maintenance

Title: owner
Carol L. Kubik

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 commercial approaches. No approach permit for a commercial or shared commercial 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 may accept photos in lieu of a site inspection. 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 an approach onto a right of way owned by the city of Dalton Gardens, unless that is the only access to the parcel. Such parcels shall not be eligible for more than one approach. 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, eCommercial 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 September, 2020.

APPROVED by the Mayor on this ____ day of September, 2020.

CITY OF DALTON GARDENS, IDAHO

By: _____
Dan Edwards, Mayor

ATTEST:

Valerie Anderson, City Clerk



City of Dalton Gardens

6360 N Fourth Street, Dalton Gardens, ID 83815

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

Monthly Planner Activity Report

August 28, 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, again at their special meeting on July 8, and again at their special meeting on July 20. The requested amendments have been incorporated into the draft and it is ready for council review and approval.

Staff has completed an initial draft of amendments for wireless communication facilities, to allow for distributed antenna systems and small cell facilities in the residential district. This change is required by changes in federal law. The Planning Commission will be discussing the amendment in a workshop in September.

Variances / Special Use Permits

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

Subdivisions

A new subdivision application was submitted for a 2-lot subdivision of property owned by Stach Construction on Mt. Carrol. It is awaiting payment of additional fees before it will start the hearing process.

Building Permits

Building permit activity continued at a brisk pace in August. Since my last report to Council, the City has issued 20 total permits, broken down as follows:

- 2 fence permits
- 3 mechanical permits
- 4 new residential accessory buildings
- 4 residential addition / alterations
- 5 re-roof permits
- 1 demolition permit
- 1 sign permit

Right of way encroachment permits

I'm not aware of any new encroachment permits being issued in August.

Code enforcement

The City Council held a hearing on the appeal for Bobbie Plumlee at their August 8 meeting. The City Attorney has been working with Plumlee's attorney on an acceptable agreement to resolve the matter. The Council will need to approve any final agreement. Mr. Plumlee's permit for new egress windows in the basement of the house (unrelated to the code violation being appealed) is working its way through the review process, as directed by Council at the hearing.

There are 11 unresolved code enforcement issues that the City is working on. Several cases were resolved within the last month.

City fee resolution

The Council held a workshop on July 15 to discuss the draft fee resolution. Staff has completed their work on the changes and Council will be receiving the revised draft and a staff memo the first week of September. Another workshop is recommended prior to hearing and adoption.

Appeal

The City received a formal appeal of an administrative decision over the denial of a request for a Certificate of Occupancy from Paul Daugharty, attorney for Mike White. The property in question is located at 6263 N. 17th Street. The appeal will be heard by the Council.

Respectfully submitted,



Rand Wichman
City Planner