

**AGENDA
CITY COUNCIL
MEETING
Monday, May 15, 2023, at 6:00 PM
Donnelly Community Center**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CONSENT AGENDA: *(one motion needed for the Consent Agenda)*

City Council Minutes – April 17, 2023

Vouchers – April 13 thru May 10, 2023

Treasurer Report – April 2023

Payroll Summary – April 20, May 4, and May 5, 2023

PUBLIC COMMENT:

The public may wish to bring forward and discuss any subject whether on the agenda or not. Please limit comments to three (3) minutes. **The City Council will not take any action or make any comments.** To request Council action during the Business portion, contact the City Clerk at least one week in advance of a meeting.

DISCUSSION ITEM:

BUSINESS AGENDA (Action Items)

AB 23-16 TBD West Roseberry Road – Food Truck Proposal

AB 23-17 Agreement for Planning Services

AB 23-18 Professional Services & Consulting Agreement Valley County – Weed Control Donnelly

AB 23-19 Donnelly Public Library – Conditional Use Permit 22-03DR Extension

AB 23-20 Donnelly Public Library – Grant Support Letter

AB 23-21 Local Option Tax Applications FY24 Award

BUDGET/FEES WORKSHOP

STAFF REPORTS:

ADJOURNMENT:

Any person needing special accommodation to participate in the above noticed meeting should contact the City Clerk's Office at, 208-325-8859, at least 24 hours in advance of the meeting date.



CITY OF DONNELLY
P.O. Box 725
169 Halferty Street
Donnelly, ID 83615
Telephone (208) 325-8859

CITY COUNCIL
Monday, April 17th, 2023, at 5:30 PM
Donnelly Community Center
MINUTES

Meeting called to order by Mayor Dorris at 5:30 p.m.

Roll Call: Mayor Dorris, Councilmember Davenport, Councilmember Minshall, Councilmember Henggeler, Councilmember Spade, and Clerk Clemens present.

Mayor Dorris lead Pledge of Allegiance.

WORKSHOP

Discussion on the Donnelly Impact Area

Valley County Commissioners Neil Thompson, Sherry Maupin, and Elt Hasbrouck, Planning and Zoning Cynda Herrick, and Valley County Chief Deputy Prosecutor Brian Oakey

Areas of impact should be considered for annexation within ten years, water/sewer supplied within five years. Area of Impact meant to put landowners on notice that they could be annexed into the city. Future growth/boundaries of city.

CONSENT AGENDA

Motion by Minshall, 2nd by Henggeler to accept the consent agenda as written. No further discussion, Davenport (yes), Minshall (yes), Henggeler (yes), Spade (yes). Motion carried.

PUBLIC COMMENT

Mayor Dorris asked for any public comment.

Perpetua - Belinda Provancher, June 19th, 2023, Council Stibnite site visit.

Valley County Soil and Water – Durena Farr, North Fork Payette River Watershed Coalition Restoration Plan & Priorities

DISCUSSION ITEM

Stibnite Advisory Council

- John Sommerwerck reviewed the 2022 Annual Report.
- Quarterly reports to Council-next June 26th, 2023



CITY OF DONNELLY
P.O. Box 725
169 Halferty Street
Donnelly, ID 83615
Telephone (208) 325-8859

CITY COUNCIL
Monday, April 17th, 2023, at 5:30 PM
Donnelly Community Center
MINUTES

BUSINESS AGENDA: (Action Items)

AB 23-12 Budget Public Hearing – August 21, 2023

- Public Hearing on FY2024 Budget

Motion by Minshall, 2nd by Henggeler to hold public hearing on FY24 City of Donnelly Budget on August 21, 2023. No further discussion, Davenport (yes), Minshall (yes), Henggeler (yes), Spade (yes). Motion carried.

AB 23-13 Comprehensive Plan – Bid Award

- Received two (2) bids for Request for Proposal for the City Comprehensive Plan.
- NW Land Planning & Consulting, LLC, estimated fee proposal total \$80,385.
- Clearwater Financial, LLC, proposed compensation total \$60,000.

Motion by Henggeler, 2nd by Davenport to reject all bids. City Staff to review comprehensive plan. Davenport (yes), Minshall (yes), Henggeler (yes), Spade (yes). Motion carried.

AB 23-14 General Fund Transfer to LGIP Account

- Quarterly transfer of funds to LGIP account

Motion by Henggeler, 2nd by Spade to transfer funds. No further discussion, Davenport (yes), Minshall (yes), Henggeler (yes), and Spade (yes). Motion carried.

AB 23-15 23-04DR Trading Post

- The Trading Post, 235 N Main Street, is applying for a permit to put a façade on the front-upper portion of the building to enhance appearance.

Motion by Davenport, 2nd by Henggeler to approve 23-04DR as presented. Review sign permit for hanging liquor sign. Davenport (yes), Minshall (yes), Henggeler (yes), and Spade (yes). Motion carried.

STAFF REPORT

Staff report was included with packet.

ADJOURNMENT

Motion by Davenport, 2nd by Minshall to adjourn meeting. No further discussion, Davenport (yes), Minshall (yes), Henggeler (yes), Spade (yes). Motion carried.

Adjourned at 7:12 p.m.

ATTEST: Lori Clemens, City Clerk

05/10/23
10:26:37

CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 04/13/23 to 05/10/23

Page: 1 of 6
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
6042	-99390E	170 ADOBE SYSTEMS INC.	14.99						
Adobe Service									
1	2423715304	04/08/23 Service	14.99			10 41100	620		10190
6048	-99385E	170 ADOBE SYSTEMS INC.	14.99						
Adobe Service									
1	2448032186	04/08/23 Service	14.99			10 41100	620		10190
Total for Vendor:			29.98						
6043	-99389E	6 AMAZON	219.38						
office supplies/Shop Tools									
1	2158646/40	04/12/23 Makita Grinder and Blades	141.40			10 43010	460		10190
2	4044219	04/12/23 Paper Portfolios-Arbor Day	77.98			10 41100	605		10190
Total for Vendor:			219.38						
6035	14682S	8 ANALYTICAL LABORATORIES, INC	54.00						
Total Coliform Bacteria									
1	2302067	03/31/23 Total Coliform Bacteria	19.00			51 43400	560		10100
2	2302067	03/31/23 Sample Collection	35.00			51 43400	560		10100
6051	14685S	8 ANALYTICAL LABORATORIES, INC	54.00						
Total Coliform Bacteria									
1	2302803	04/30/23 Total Coliform Bacteria	19.00			51 43400	560		10100
2	2302803	04/30/23 Sample Collection	35.00			51 43400	560		10100
Total for Vendor:			108.00						
6036	14676S	14 BOISE OFFICE EQUIPMENT	106.67						
Copier Maintenance									
1	IN3368297	04/03/23 copier maintenace	43.50			10 41100	611		10100
2	IN3368297	04/03/23 copier maintenace	20.08			51 41100	611		10100
3	IN3368297	04/03/23 copier maintenace	3.34			52 41100	611		10100
4	IN3383730	04/10/23 copier maintenace	25.84			10 41100	611		10100
5	IN3383730	04/10/23 copier maintenace	11.93			51 41100	611		10100
6	IN3383730	04/10/23 copier maintenace	1.98			52 41100	611		10100

05/10/23
10:26:37

CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 04/13/23 to 05/10/23

Page: 2 of 6
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
6067	14699S	14 BOISE OFFICE EQUIPMENT	8.88						
Copier Maintenance									
1	IN3430160	05/02/23 copier maintenace	8.88			10 41100	611		10100
		Total for Vendor:	115.55						
6052	14686S	257 CASCADE HARDWARE	71.10						
Billing									
1	2304-11536	04/13/23 Community Center Keys	8.37			10 41100	431		10100
2	2304-11702	04/25/23 2 Cycle	33.98			10 43010	460		10100
3	2304-11759	04/28/23 Streetscape	28.75			10 44100	460		10100
		Total for Vendor:	71.10						
6049	-99384E	29 CITY OF DONNELLY - WATER	381.00						
Utilities									
1	2023.05	04/27/23 March	345.00			10 44300	415		10100
2	2023.05	04/27/23 370 N Main Street	36.00			10 44300	415		10100
		Total for Vendor:	381.00						
6053	14687S	236 COASTLINE EQUIPMENT	746.48						
JD Backhoe Repair									
1	1005583	04/06/23 Backhoe Repair	746.48			10 43010	434		10100
		Total for Vendor:	746.48						
6037	14677S	202 CTC BUSINESS	84.31						
telephone									
1	035401	04/01/23 telephone- March	54.78			10 41100	437		10100
2	035401	04/01/23 telephone- March	25.32			51 41100	437		10100
3	035401	04/01/22 telephone- March	4.21			52 41100	437		10100
		Total for Vendor:	84.31						
6054	14688S	272 DRAKE DIVERSIFIED LLC	375.00						
Monthly Water System Operational Services									
1	1629	05/01/23 Water System Services	375.00			51 41100	360		10100
Monthly CONTRACT FEE									
		Total for Vendor:	375.00						

05/10/23
10:26:37

CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 04/13/23 to 05/10/23

Page: 3 of 6
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
6038	14678S	311 DYRUD CONSTRUCTION	8,205.00						
DDC Snow Removal Hwy 55/Roseberry									
Pile Removal									
1	2023.488	04/05/23 Snow Removal	8,205.00			10 43010	340		10100
Total for Vendor:			8,205.00						
6041	14679S	46 ED STAUB & SONS	65.00						
Annual Monitor Rent									
1	9115131	04/21/23 Monitor Rent	65.00			10 41100	416		10100
Total for Vendor:			65.00						
6044	-99388E	306 ENABLING ELEMENTS, INC	34.00						
Services									
1	D177003	04/10/23 Broad Band Pump House	34.00			51 41100	437		10190
6066	-99381E	306 ENABLING ELEMENTS, INC	34.00						
Services									
1	D177437	05/10/23 Broad Band Pump House	34.00			51 41100	437		10190
Total for Vendor:			68.00						
6068	14700S	324 FERGUSON	37.40						
Billing									
1	1465759	04/18/23 Shop Maintenance	37.40			10 43010	432		10100
Total for Vendor:			37.40						
6055	14689S	48 FRANKLIN BUILDING SUPPLY CO.	141.91						
Billing									
1	1616669	04/04/23 Community Center Materials	141.91			15 41100	922		10100
Total for Vendor:			141.91						
6039	14680S	66 IDAHO POWER	1,033.85						
Power Billing									
1	2205677988	04/18/23 City Hall / Maintenance	85.60			10 41100	416		10100
2	2205677988	04/18/23 City Hall / Maintenance	39.51			51 41100	416		10100
3	2205677988	04/18/23 City Hall / Maintenance	6.58			52 41100	416		10100

05/10/23
10:26:37

CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 04/13/23 to 05/10/23

Page: 4 of 6
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4	2204034223	04/18/23 Community Center	176.98			10 41100	416		10100
5	2201629405	04/21/23 Kiosk / Rest Area	7.33			10 43010	416		10100
6	2206076560	04/18/23 Fire Pump	290.46			51 41100	416		10100
7	2200223291	04/18/23 Water Supply	5.21			51 41100	416		10100
8	2201910078	04/18/23 Street Lights	131.07			10 43010	416		10100
9	2206228211	04/18/23 Main Street Lights	29.77			10 43010	416		10100
10	2207365186	04/18/23 NW Pump	256.18			51 41100	416		10100
11	2207493590	04/20/23 Camp Host Site	5.16			10 44100	451		10100
Total for Vendor:			1,033.85						
6056 14690S 165 LAKESHORE DISPOSAL 1,751.70									
Trash Services									
1	2023.05	04/25/23 Trash Collection	1,618.50			51 41100	414		10100
2	26223026S2	05/01/23 DDC Trash	133.20			10 44300	414		10100
Total for Vendor:			1,751.70						
6046 14683S 999998 LORI CLEMENS 81.49									
Fuel Reimbursement									
1	1031095984	04/20/23 Fuel-PU/Saw Gas	81.49			10 43010	481		10100
Total for Vendor:			81.49						
6050 -99383E 216 MICROSOFT 67.50									
Internet									
1	E0100N79JH	05/04/23 Email Service	37.50			10 41100	620		10190
2	E0100N7ISR	05/04/23 office 365	30.00			10 41100	620		10190
Total for Vendor:			67.50						
6057 14691S 154 NORTH LAKE RECREATIONAL SEWER & 8,400.00									
Contract Sewer Service									
1	95-10-00	05/01/23 Contract Services	8,400.00			52 41100	541		10100
Total for Vendor:			8,400.00						
6058 14692S 261 RANDY MORELL EXCAVATION & 1,995.00									
Haul Debris to Dump from City Property									
1	23-2714	05/02/23 Haul off cement/asphalt	1,995.00			10 43010	340		10100
Total for Vendor:			1,995.00						

05/10/23
10:26:37

CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 04/13/23 to 05/10/23

Page: 5 of 6
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
6040	14681S	115 ROCKY MOUNTAIN SIGNS	212.00						
Stickers									
1	24267	04/13/23 garage door NO PARKING (magnet	37.50			10 43010	432		10100
2	24270	04/13/23 Water Hydrant	174.50			51 42000	900		10100
		Total for Vendor:	212.00						
6059	14693S	999999 SAFETY FLAG CO	257.33						
Safety crossing flags									
1	114403	05/04/23 flags	257.33			10 42000	900		10100
		Total for Vendor:	257.33						
6060	14694S	120 SINCLAIR FLEET TRACK (STINKER)	275.69						
Fuel									
1	2023.04	04/30/23 Skid Steer	116.92			10 43010	482		10100
2	792675	04/13/23 Dodge 3500	160.50			10 43010	481		10100
3	Credit	04/30/23 Credit	-1.73			10 43010	481		10100
		Total for Vendor:	275.69						
6061	14695S	150 SPARKLIGHT	105.40						
Internet Services									
1	112446547	04/30/23 internet	68.51			10 41100	437		10100
2	112446547	04/30/23 internet	31.62			51 41100	437		10100
3	112446547	04/30/23 internet	5.27			52 41100	437		10100
		Total for Vendor:	105.40						
6062	14696S	999999 SPARTAN ATHLETIC CO	419.90						
Racquet Court Nets									
1	910573	05/02/23 Nets	419.90			10 44100	450		10100
		Total for Vendor:	419.90						
6045	-99387E	138 USPS	16.95						
Postage									
1	165-01076	04/19/23 Boniminio Letters-junk/fenc	5.65			10 41100	614		10190
2	165-01076	04/19/23 Klinger Letter-junk	11.30			10 41100	614		10190

05/10/23
10:26:37

CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 04/13/23 to 05/10/23

Page: 6 of 6
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
6047	-99386E	138 USPS	48.00						
Postage									
1	202-017119 04/27/23 Postcard		48.00			52 41100	614		10190
	Total for Vendor:		64.95						
6065	-99382E	171 VALLEY COUNTY TRANSFER STATION	50.00						
Debris									
1	55493 05/09/23 Misc debris from city property		50.00			10 41100	414		10190
	Total for Vendor:		50.00						
6063	14697S	351 XEROX FINANCIAL SERVICES	344.26						
Copier Maintenance									
1	4177204 04/14/23 copier maintenace		223.77			10 41100	611		10100
2	4177204 04/14/23 copier maintenace		103.28			51 41100	611		10100
3	4177204 04/14/23 copier maintenace		17.21			52 41100	611		10100
	Total for Vendor:		344.26						
6064	14698S	209 YORGASON LAW OFFICES PLLC	345.00						
Legal Services									
1	2023-Apr 05/01/23 Email/Correspondence		345.00			10 41100	320		10100
	Total for Vendor:		345.00						
	# of Claims	34	Total:	26,052.18	# of Vendors	22			
	Total Electronic Claims			880.81					
	Total Non-Electronic Claims			25171.37					

** This report runs by Claim Posted Date, which is a system generated field that always shows the date on which the Claim was actually posted in the system. If a Claim was cancelled and re-posted, the posted date will show as of the date it was re-posted. **

05/02/23
16:07:51

CITY OF DONNELLY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 4 / 23

Page: 1 of 7
Report ID: B100

10 GENERAL

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
41000 GENERAL GOVERNMENT							
41010 Personnel							
110	Office Wages	3,099.47	22,468.36	57,460.00	57,460.00	34,991.64	39 %
111	Council Wages	780.00	5,460.00	9,360.00	9,360.00	3,900.00	58 %
112	Mayor Wages	260.00	1,820.00	3,120.00	3,120.00	1,300.00	58 %
210	Health	436.19	3,076.74	15,120.00	15,120.00	12,043.26	20 %
211	Vision	8.46	59.47	432.00	432.00	372.53	14 %
220	Social Security/Medicare	316.64	2,275.67	7,439.00	7,439.00	5,163.33	31 %
230	PERSI	426.80	3,138.97	11,611.00	11,611.00	8,472.03	27 %
250	Unemployment Insurance	14.99	105.30	573.00	573.00	467.70	18 %
260	Workers Compensation	0.00	237.00	581.00	581.00	344.00	41 %
290	Dental	25.99	182.01	1,044.00	1,044.00	861.99	17 %
961	Taxes	0.00	0.00	1,000.00	1,000.00	1,000.00	%
Account Total:		5,368.54	38,823.52	107,740.00	107,740.00	68,916.48	36 %
41100 Administration							
310	Audit & Accounting Services	0.00	4,810.00	4,810.00	4,810.00	0.00	100 %
320	Attorney/Legal Fees	315.00	1,890.00	25,000.00	25,000.00	23,110.00	8 %
321	Economic Development	0.00	0.00	2,000.00	2,000.00	2,000.00	%
330	Contract - Planning & Zoning	0.00	540.00	12,500.00	12,500.00	11,960.00	4 %
340	Contract Labor	0.00	0.00	23,000.00	23,000.00	23,000.00	%
341	Pass Thru Charges	0.00	0.00	16,500.00	16,500.00	16,500.00	%
414	Solid Waste Collection	0.00	67.44	250.00	250.00	182.56	27 %
416	Electric & Gas	545.77	3,446.89	4,800.00	4,800.00	1,353.11	72 %
431	City Hall Repair & Maint	0.00	364.80	4,500.00	4,500.00	4,135.20	8 %
436	Cell Phone Mayor/Maintenance	0.00	0.00	1,800.00	1,800.00	1,800.00	%
437	Telephone, Telecommunications	123.29	876.29	1,750.00	1,750.00	873.71	50 %
456	Signs	0.00	0.00	1,000.00	1,000.00	1,000.00	%
510	Insurance - Liability	0.00	5,281.90	5,282.00	5,282.00	0.10	100 %
520	Dues & Fees	0.00	250.00	1,250.00	1,250.00	1,000.00	20 %
530	Publications- Newspaper	0.00	52.06	900.00	900.00	847.94	6 %
550	Travel Reimbursement	0.00	0.00	750.00	750.00	750.00	%
551	Training & Education	0.00	0.00	1,500.00	1,500.00	1,500.00	%
552	Meals & Entertainment	0.00	0.00	450.00	450.00	450.00	%
605	Office Supplies	164.41	1,004.12	2,500.00	2,500.00	1,495.88	40 %
611	Copier Maintenance	69.34	402.73	1,500.00	1,500.00	1,097.27	27 %
613	IT - Computer	0.00	0.00	500.00	500.00	500.00	%
614	Postage	16.95	199.95	500.00	500.00	300.05	40 %
615	Grant Writing	0.00	0.00	7,500.00	7,500.00	7,500.00	%
620	Software - New	82.49	1,205.46	2,000.00	2,000.00	794.54	60 %
621	Software Maintenance Fees	0.00	5,571.32	6,250.00	6,250.00	678.68	89 %
700	Capital Improvements	0.00	0.00	4,000.00	4,000.00	4,000.00	%
930	Reconciliation Discrepancies	0.00	0.00	25.00	25.00	25.00	%
970	Grant Expense	0.00	0.00	500.00	500.00	500.00	%
Account Total:		1,317.25	25,962.96	133,317.00	133,317.00	107,354.04	19 %
Account Group Total:		6,685.79	64,786.48	241,057.00	241,057.00	176,270.52	27 %

05/02/23
16:07:51

CITY OF DONNELLY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 4 / 23

Page: 2 of 7
Report ID: B100

10 GENERAL

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
42000	Public Safety						
42000	Public Safety						
456	Signs	0.00	0.00	500.00	500.00	500.00	%
900	Public Safety	0.00	0.00	5,000.00	5,000.00	5,000.00	%
	Account Total:	0.00	0.00	5,500.00	5,500.00	5,500.00	%
	Account Group Total:	0.00	0.00	5,500.00	5,500.00	5,500.00	%
43000	Public Works						
43000	Public Works						
700	Capital Improvements	0.00	0.00	18,000.00	18,000.00	18,000.00	%
	Account Total:	0.00	0.00	18,000.00	18,000.00	18,000.00	%
43010	Roads and Streets						
116	Roads & Street Wages	1,727.90	8,434.47	36,696.00	36,696.00	28,261.53	23 %
118	Snow Removal Wages	1,972.50	18,440.11	18,841.00	18,841.00	400.89	98 %
210	Health	449.13	3,121.12	6,300.00	6,300.00	3,178.88	50 %
211	Vision	8.69	60.41	180.00	180.00	119.59	34 %
220	Social Security/Medicare	283.07	2,055.88	4,251.00	4,251.00	2,195.12	48 %
230	PERSI	370.85	2,693.85	4,890.00	4,890.00	2,196.15	55 %
250	Unemployment Insurance	17.91	110.26	478.00	478.00	367.74	23 %
260	Workers Compensation	0.00	826.00	2,324.00	2,324.00	1,498.00	36 %
290	Dental	26.77	185.35	435.00	435.00	249.65	43 %
340	Contract Labor	8,205.00	17,317.50	22,500.00	22,500.00	5,182.50	77 %
416	Electric & Gas	168.17	1,180.02	3,500.00	3,500.00	2,319.98	34 %
429	Snow Removal Maintenance	0.00	127.22	5,500.00	5,500.00	5,372.78	2 %
430	Road & Street Maintenance	0.00	193.98	15,000.00	15,000.00	14,806.02	1 %
432	Building Repairs & Maintenance	67.92	367.37	3,500.00	3,500.00	3,132.63	10 %
434	Equip. Maintainance	602.54	4,317.98	12,500.00	12,500.00	8,182.02	35 %
435	Equipment Lease Payment	0.00	0.00	6,146.00	6,146.00	6,146.00	%
454	Street Scape	0.00	0.00	3,750.00	3,750.00	3,750.00	%
455	Sidewalk, Curb, Gutter	0.00	0.00	6,000.00	6,000.00	6,000.00	%
456	Signs	0.00	0.00	2,300.00	2,300.00	2,300.00	%
460	Small Tools, Equipmen	211.38	382.92	3,750.00	3,750.00	3,367.08	10 %
461	Shop Misc Supplies	0.00	0.00	750.00	750.00	750.00	%
470	Dust Abatement	0.00	0.00	13,000.00	13,000.00	13,000.00	%
481	Fuel Gas	77.66	799.64	3,250.00	3,250.00	2,450.36	25 %
482	Diesel - Winter	630.68	2,265.92	5,250.00	5,250.00	2,984.08	43 %
483	Diesel - Summer	0.00	0.00	6,000.00	6,000.00	6,000.00	%
520	Dues & Fees	0.00	0.00	100.00	100.00	100.00	%
530	Publications- Newspaper	0.00	0.00	250.00	250.00	250.00	%
553	Clothing Reimbursement	0.00	0.00	600.00	600.00	600.00	%
700	Capital Improvements	0.00	0.00	25,000.00	25,000.00	25,000.00	%
900	Public Safety	0.00	0.00	5,000.00	5,000.00	5,000.00	%
970	Grant Expense	0.00	0.00	15,000.00	15,000.00	15,000.00	%
	Account Total:	14,820.17	62,880.00	233,041.00	233,041.00	170,161.00	27 %
	Account Group Total:	14,820.17	62,880.00	251,041.00	251,041.00	188,161.00	25 %

10 GENERAL

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
44000	OTHER						
44100	Parks and Recreation						
117	Park & Rec Wages	0.00	1,171.38	17,684.00	17,684.00	16,512.62	7 %
119	Airport Maint Wages	0.00	1,516.51	4,156.00	4,156.00	2,639.49	36 %
210	Health	0.00	278.53	3,360.00	3,360.00	3,081.47	8 %
211	Vision	0.00	5.29	96.00	96.00	90.71	6 %
220	Social Security/Medicare	0.00	205.61	1,671.00	1,671.00	1,465.39	12 %
230	PERSI	0.00	193.67	2,608.00	2,608.00	2,414.33	7 %
250	Unemployment Insurance	0.00	14.83	166.00	166.00	151.17	9 %
260	Workers Compensation	0.00	343.00	885.00	885.00	542.00	39 %
290	Dental	0.00	15.64	232.00	232.00	216.36	7 %
438	City Park Improvements	0.00	0.00	12,500.00	12,500.00	12,500.00	%
450	Racquet Court Maintenance	0.00	0.00	20,000.00	20,000.00	20,000.00	%
451	Campground/Boatdock	5.16	148.09	4,250.00	4,250.00	4,101.91	3 %
452	City Park Maintenance	0.00	195.28	1,250.00	1,250.00	1,054.72	16 %
453	Rest Area/Kiosk Maintenance	0.00	0.00	500.00	500.00	500.00	%
456	Signs	0.00	0.00	725.00	725.00	725.00	%
460	Small Tools, Equipmen	0.00	0.00	1,000.00	1,000.00	1,000.00	%
700	Capital Improvements	0.00	1,621.68	10,000.00	10,000.00	8,378.32	16 %
900	Public Safety	0.00	0.00	3,000.00	3,000.00	3,000.00	%
925	Aiport Maintenance	0.00	375.00	3,500.00	3,500.00	3,125.00	11 %
	Account Total:	5.16	6,084.51	87,583.00	87,583.00	81,498.49	7 %
44300	Depot						
414	Solid Waste Collection	133.20	935.06	2,250.00	2,250.00	1,314.94	42 %
415	Water and Sewer	381.00	2,667.00	4,750.00	4,750.00	2,083.00	56 %
416	Electric & Gas	0.00	586.21	1,000.00	1,000.00	413.79	59 %
432	Building Repairs & Maintenance	0.00	4,600.00	7,500.00	7,500.00	2,900.00	61 %
700	Capital Improvements	0.00	0.00	3,500.00	3,500.00	3,500.00	%
960	Solid Waste Transfer Site Tax	0.00	0.00	500.00	500.00	500.00	%
	Account Total:	514.20	8,788.27	19,500.00	19,500.00	10,711.73	45 %
	Account Group Total:	519.36	14,872.78	107,083.00	107,083.00	92,210.22	14 %
	Fund Total:	22,025.32	142,539.26	604,681.00	604,681.00	462,141.74	24 %

05/02/23
16:07:51

CITY OF DONNELLY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 4 / 23

Page: 4 of 7
Report ID: B100

15 LOT FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
41000	GENERAL GOVERNMENT						
41100	Administration						
922	Local Option Tax Expense	9,240.09	47,249.75	227,500.00	227,500.00	180,250.25	21 %
	Account Total:	9,240.09	47,249.75	227,500.00	227,500.00	180,250.25	21 %
	Account Group Total:	9,240.09	47,249.75	227,500.00	227,500.00	180,250.25	21 %
	Fund Total:	9,240.09	47,249.75	227,500.00	227,500.00	180,250.25	21 %

05/02/23
16:07:51

CITY OF DONNELLY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 4 / 23

Page: 5 of 7
Report ID: B100

51 WATER

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
41000 GENERAL GOVERNMENT							
41010 Personnel							
110	Office Wages	1,430.42	10,368.97	26,520.00	26,520.00	16,151.03	39 %
111	Council Wages	360.00	2,520.00	4,320.00	4,320.00	1,800.00	58 %
112	Mayor Wages	120.00	840.00	1,440.00	1,440.00	600.00	58 %
115	Water & Sewer Wages	2,175.80	12,994.20	38,220.00	38,220.00	25,225.80	34 %
210	Health	418.14	2,724.13	10,920.00	10,920.00	8,195.87	25 %
211	Vision	8.11	52.70	312.00	312.00	259.30	17 %
220	Social Security/Medicare	312.62	2,044.53	5,394.00	5,394.00	3,349.47	38 %
230	PERSI	376.01	2,545.06	8,418.00	8,418.00	5,872.94	30 %
250	Unemployment Insurance	17.47	107.40	459.00	459.00	351.60	23 %
260	Workers Compensation	0.00	736.00	1,496.00	1,496.00	760.00	49 %
290	Dental	24.95	161.24	754.00	754.00	592.76	21 %
Account Total:		5,243.52	35,094.23	98,253.00	98,253.00	63,158.77	36 %
41100 Administration							
310	Audit & Accounting Services	0.00	2,220.00	2,220.00	2,220.00	0.00	100 %
320	Attorney/Legal Fees	0.00	0.00	15,000.00	15,000.00	15,000.00	%
351	Maintenance Contractor	0.00	0.00	6,500.00	6,500.00	6,500.00	%
360	Water Operator	375.00	2,250.00	7,250.00	7,250.00	5,000.00	31 %
414	Solid Waste Collection	1,618.50	10,851.40	17,500.00	17,500.00	6,648.60	62 %
416	Electric & Gas	591.36	4,197.52	7,000.00	7,000.00	2,802.48	60 %
435	Equipment Lease Payment	0.00	0.00	3,076.00	3,076.00	3,076.00	%
436	Cell Phone Mayor/Maintenance	0.00	0.00	240.00	240.00	240.00	%
437	Telephone, Telecommunications	90.94	641.78	1,000.00	1,000.00	358.22	64 %
481	Fuel Gas	0.00	0.00	600.00	600.00	600.00	%
510	Insurance - Liability	0.00	2,437.80	2,438.00	2,438.00	0.20	100 %
520	Dues & Fees	0.00	164.64	950.00	950.00	785.36	17 %
530	Publications- Newspaper	0.00	0.00	400.00	400.00	400.00	%
550	Travel Reimbursement	0.00	461.04	500.00	500.00	38.96	92 %
551	Training & Education	0.00	0.00	1,500.00	1,500.00	1,500.00	%
590	Late Fee	0.00	5.00	0.00	0.00	-5.00	%
605	Office Supplies	39.67	266.92	750.00	750.00	483.08	36 %
611	Copier Maintenance	32.01	199.25	1,000.00	1,000.00	800.75	20 %
614	Postage	0.00	224.00	450.00	450.00	226.00	50 %
615	Grant Writing	0.00	0.00	15,000.00	15,000.00	15,000.00	%
620	Software - New	0.00	480.00	1,500.00	1,500.00	1,020.00	32 %
621	Software Maintenance Fees	0.00	3,851.38	4,650.00	4,650.00	798.62	83 %
810	Bond Payments	0.00	2,295.72	22,445.00	22,445.00	20,149.28	10 %
Account Total:		2,747.48	30,546.45	111,969.00	111,969.00	81,422.55	27 %
Account Group Total:		7,991.00	65,640.68	210,222.00	210,222.00	144,581.32	31 %
42000 Public Safety							
42000 Public Safety							
900	Public Safety	174.50	174.50	125.00	125.00	-49.50	140 %
Account Total:		174.50	174.50	125.00	125.00	-49.50	140 %
Account Group Total:		174.50	174.50	125.00	125.00	-49.50	140 %

05/02/23
16:07:51

CITY OF DONNELLY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 4 / 23

Page: 6 of 7
Report ID: B100

51 WATER

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
43000	Public Works						
43400	Water System						
433	Repairs & Maint to Water	0.00	347.59	45,000.00	45,000.00	44,652.41	1 %
434	Equip. Maintainance	0.00	2,697.88	4,750.00	4,750.00	2,052.12	57 %
462	Chemicals	0.00	2,291.20	7,500.00	7,500.00	5,208.80	31 %
463	Small tools and supplies for	0.00	313.00	6,225.00	6,225.00	5,912.00	5 %
560	Tests	54.00	324.00	5,000.00	5,000.00	4,676.00	6 %
700	Capital Improvements	0.00	11,922.20	28,500.00	28,500.00	16,577.80	42 %
710	Meter Equipment Purchased	0.00	454.83	10,500.00	10,500.00	10,045.17	4 %
	Account Total:	54.00	18,350.70	107,475.00	107,475.00	89,124.30	17 %
	Account Group Total:	54.00	18,350.70	107,475.00	107,475.00	89,124.30	17 %
49000							
49999	Depreciation Expense						
910	Depreciation	0.00	0.00	47,750.00	47,750.00	47,750.00	%
	Account Total:	0.00	0.00	47,750.00	47,750.00	47,750.00	%
	Account Group Total:	0.00	0.00	47,750.00	47,750.00	47,750.00	%
	Fund Total:	8,219.50	84,165.88	365,572.00	365,572.00	281,406.12	23 %

05/02/23
16:07:51

CITY OF DONNELLY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 4 / 23

Page: 7 of 7
Report ID: B100

52 SEWER

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
41000 GENERAL GOVERNMENT							
41010 Personnel							
110	Office Wages	238.09	1,725.76	4,420.00	4,420.00	2,694.24	39 %
111	Council Wages	60.00	420.00	720.00	720.00	300.00	58 %
112	Mayor Wages	20.00	140.00	240.00	240.00	100.00	58 %
115	Water & Sewer Wages	34.80	215.38	819.00	819.00	603.62	26 %
210	Health	38.54	265.48	625.00	625.00	359.52	42 %
211	Vision	0.74	5.13	60.00	60.00	54.87	9 %
220	Social Security/Medicare	27.02	191.38	1,038.00	1,038.00	846.62	18 %
230	PERSI	36.96	266.93	1,621.00	1,621.00	1,354.07	16 %
250	Unemployment Insurance	1.33	9.00	91.00	91.00	82.00	10 %
260	Workers Compensation	0.00	0.00	265.00	265.00	265.00	%
290	Dental	2.29	15.76	145.00	145.00	129.24	11 %
Account Total:		459.77	3,254.82	10,044.00	10,044.00	6,789.18	32 %
41100 Administration							
310	Audit & Accounting Services	0.00	370.00	370.00	370.00	0.00	100 %
320	Attorney/Legal Fees	0.00	0.00	3,500.00	3,500.00	3,500.00	%
340	Contract Labor	0.00	0.00	2,225.00	2,225.00	2,225.00	%
416	Electric & Gas	6.58	47.72	400.00	400.00	352.28	12 %
435	Equipment Lease Payment	0.00	0.00	1,028.00	1,028.00	1,028.00	%
437	Telephone, Telecommunications	9.48	66.79	200.00	200.00	133.21	33 %
481	Fuel Gas	0.00	0.00	50.00	50.00	50.00	%
510	Insurance - Liability	0.00	406.30	407.00	407.00	0.70	100 %
520	Dues & Fees	0.00	0.00	30.00	30.00	30.00	%
530	Publications- Newspaper	0.00	0.00	50.00	50.00	50.00	%
541	Monthly Service Agreement-NLSD	8,400.00	58,800.00	100,800.00	100,800.00	42,000.00	58 %
605	Office Supplies	6.60	34.99	75.00	75.00	40.01	47 %
611	Copier Maintenance	5.32	17.56	100.00	100.00	82.44	18 %
614	Postage	48.00	48.00	150.00	150.00	102.00	32 %
620	Software - New	0.00	0.00	100.00	100.00	100.00	%
621	Software Maintenance Fees	0.00	428.55	875.00	875.00	446.45	49 %
810	Bond Payments	0.00	2,143.23	2,600.00	2,600.00	456.77	82 %
Account Total:		8,475.98	62,363.14	112,960.00	112,960.00	50,596.86	55 %
Account Group Total:		8,935.75	65,617.96	123,004.00	123,004.00	57,386.04	53 %
49000							
49999 Depreciation Expense							
910	Depreciation	0.00	0.00	33,750.00	33,750.00	33,750.00	%
Account Total:		0.00	0.00	33,750.00	33,750.00	33,750.00	%
Account Group Total:		0.00	0.00	33,750.00	33,750.00	33,750.00	%
Fund Total:		8,935.75	65,617.96	156,754.00	156,754.00	91,136.04	42 %
Grand Total:		48,420.66	0.00	339,572.85	1,354,507.00	1,014,934.15	25 %

05/02/23
16:09:54

CITY OF DONNELLY
Payroll Summary For Payrolls from 04/20/23 to 05/05/23

Page: 1 of 2
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
COMP HOURS (Comp Time Used)	4.50		109.67
J001 HOURS (ROAD&STREET)	65.50		1,789.00
J002 HOURS (PARKS)	1.50		43.50
J003 HOURS (WATER OPERATOR)	88.00		2,101.50
J006 HOURS (SNOW REMOVAL)	13.00		351.50
J014 HOURS (EQUIP MAINT)	4.00		82.00
J015 HOURS (SHOP/OFFICE)	12.00		322.50
MCC HOURS (Mayor & City Council)	400.00		1,600.00
REG HOURS (Regular Time)	197.00		4,492.14
SICK HOURS (Sick Time)	17.00		469.85
VACA HOURS (Vacation Time Used)	40.00		1,160.00
GROSS PAY	12,521.66	0.00	
NET PAY	9,324.88	0.00	
DENTAL INS	0.00	80.00	
FIT	747.90	0.00	
HEALTH INS	0.00	1,342.00	
IDAHO SIT	602.00	0.00	
MEDICARE	181.57	181.57	
PERSI	725.96	1,210.62	
PERSI CHOICE 40	150.00	0.00	
SOCIAL SECURITY	776.35	776.35	
UNEMPL. INSUR.	0.00	52.87	
VISION	13.00	26.00	
GDB	761.39	0.00	
STERLING SAVING	3,516.99	0.00	
UMPQUA	340.76	0.00	
US BANK	4,705.74	0.00	
FIT/SIT BASE	11,645.70	0.00	
MEDICARE BASE	12,521.66	0.00	
PERS BASE	10,139.21	0.00	
SOC SEC BASE	12,521.66	0.00	
UN BASE	10,921.66	0.00	
WC BASE	12,521.66	0.00	

Total	3,669.41
Total Payroll Expense (Gross Pay + Employer Contributions):	16,191.07

Check Summary

Payroll Checks Prev. Out.	\$1,602.37
Payroll Checks Issued	\$2,053.00
Payroll Checks Redeemed	\$1,602.37
Payroll Checks Outstanding	\$2,053.00
Electronic Checks	\$14,006.28

	Carried Forward	Deduction	Difference	Liab Account
	From Previous Month	Checks Issued		
Deductions Accrued				

05/02/23

16:09:54

CITY OF DONNELLY

Payroll Summary For Payrolls from 04/20/23 to 05/05/23

Page: 2 of 2

Report ID: P130

Social Security	1552.70	843.80	1522.60	873.90	21702
Medicare	363.14	197.34	356.10	204.38	21702
Unempl. Insur.	52.87	51.70		104.57	21713
Workers' Comp	0.00				21700
FIT	747.90	364.67	716.12	396.45	21701
IDAHO SIT	602.00	351.00	592.00	361.00	21703
PERSI	1936.58		1936.58		21704
DENTAL INS	80.00		80.00		21706
HEALTH INS	1342.00		1342.00		21705
VISION	39.00		39.00		21705
PERSI CHOICE 40	150.00		150.00		21704
Total Ded.	6866.19	1808.51	6734.40	1940.30	

**** Carried Forward column only correct if report run for current period.

DONNELLY CITY COUNCIL
AGENDA BILL

169 Halferty Street
Donnelly, Idaho 83615

Number AB 23-16

Meeting Date 05/15/2023

Action Item

AGENDA ITEM INFORMATION

SUBJECT:

*TBD West Roseberry Road
Food Truck Proposal*

Department Approvals

Initials

*Originator
or
Supporter*

Mayor / Council

Clerk/Treasurer

Public Works

COST IMPACT: n/a

**FUNDING
SOURCE:**

TIMELINE:

SUMMARY STATEMENT:

Blythe an Ryan Colleran proposal for food trucks on their property off of West Roseberry Road

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

MEETING DATE ACTION

DONNELLY CITY COUNCIL
AGENDA BILL

169 Halferty Street
Donnelly, Idaho 83615

Number AB 23-17

Meeting Date 05/15/2023

Action Item

AGENDA ITEM INFORMATION

SUBJECT: <i>Agreement for Planning Services</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
COST IMPACT:				
FUNDING	General			
SOURCE:				
TIMELINE:	May 1, 2023 – October 31, 2023			

SUMMARY STATEMENT:

Agreement between the City and Land Consultants, Inc, to provide services on updating Comprehensive Plan and provide planning services as needed

RECOMMENDED ACTION:

Approve and Authorize the Mayor to sign Agreement with Land Consultants, Inc

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**AGREEMENT
for
PLANNING SERVICES**

Between

LAND CONSULTANTS, INC (LCI)
and
CITY OF DONNELLY, IDAHO

This Agreement is made and entered into between the City of Donnelly ("OWNER") and LCI, through its President ("CONTRACTOR") this 24TH day of APRIL, 2023

In consideration of the mutual promises herein contained, the OWNER and CONTRACTOR agree as follows:

1. SCOPE OF SERVICES

During the term of this Agreement, CONTRACTOR shall furnish to OWNER, Comprehensive Plan Update Services. Such services shall be performed by individuals as employees or independent contractors of the CONTRACTOR and not as employees of the OWNER.

2. TERM

The Agreement shall commence on May 1, 2023 and shall end on OCTOBER 31, 2023, 2023. CONTRACTOR will perform services with due and responsible diligence consistent with sound professional practices. Any services identified by Task Order are expected to be completed by CONTRACTOR, even if after OCTOBER 31, 2023, 2023.

3. COSTS

3.1 Basic Services. As compensation for Basic Services to be performed by CONTRACTOR, the OWNER will pay CONTRACTOR for services as follows: \$280.00 for each hour with any work to be approved by the City prior to commencement. See Basic Services list attached.

3.2 Additional Services. The CONTRACTOR shall not take any action hereunder which could cause the amount for which OWNER would be obligated to CONTRACTOR to exceed costs defined herein. However, that this sum may be increased or decreased from year to year by the OWNER if additional services are required or the scope of work is adjusted for any reason, through an Addendum to this Agreement.

3.3 Reimbursable Expenses. The OWNER shall pay for items as Reimbursable Expenses if the items have had previous approval. At no time, shall the CONTRACTOR purchase any items without prior approval or the item shall be deemed as non-reimbursable and the CONTRACTOR shall be responsible for the payment. Prior approval shall be made through the Treasurer's Office.

3.4 Invoice and Payment. CONTRACTOR will submit invoices by the 25th of each month. OWNER will make payment within 30 calendar days of the invoice date. CONTRACTOR shall keep accurate records of services rendered and provide detailed invoices to OWNER.

4. OWNERSHIP OF INFORMATION

All deliverables resulting from this Agreement, including hard and digital copies of information, data, mapping, graphics, exhibits and other documents, are the property of the OWNER. The CONTRACTOR shall not reuse or modify said deliverables without the OWNER'S written permission.

5. TERMINATION

The OWNER and CONTRACTOR may terminate this Agreement by giving thirty (30) days written notice thereof. If terminated by OWNER, CONTRACTOR shall be paid by the OWNER for the portion of the work completed prior to termination. If terminated by CONTRACTOR, OWNER shall be reimbursed by the CONTRACTOR for any costs associated with finding a replacement CONTRACTOR.

6. MODIFICATIONS

The OWNER may request to modify this Agreement at any time and OWNER and CONTRACTOR shall agree to an equitable adjustment in cost and schedule.

7. DISPUTE RESOLUTION

Should a dispute arise, OWNER and CONTRACTOR agree to negotiate all disputes between them in good faith for a period of thirty (30) calendar days from the date the dispute is raised in writing by either the OWNER or CONTRACTOR. IF the parties fail to resolve the dispute through negotiation, then prior to litigation the dispute shall be decided through non-binding mediation or other mutually agreed alternate dispute resolution technique, the fees and expenses of which shall be split equally. This Agreement shall be governed by the laws of the State of Idaho.

8. SUSPENSION OF SERVICES

If the OWNER suspends services of the CONTRACTOR for any reason for more than thirty (30) days, the OWNER and the CONTRACTOR shall agree to an equitable adjustment in cost and schedule.

9. INSURANCE

CONTRACTOR shall procure and maintain insurance as set forth below. CONTRACTOR shall cause OWNER to be listed as an additional insured on any applicable general liability insurance policy carried by CONTRACTOR.


Workers' Compensation	Statutory
General Liability	
Each occurrence (Bodily Injury And Property Damage)	\$ 50,000
General Aggregate	\$ 50,000
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$ 500,000
Professional Liability	\$1,000,000
Each Claim Made	\$1,000,000
Annual Aggregate	\$1,000,000
Errors and Omissions	\$1,000,000

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

OWNER: CITY OF DONNELLY

CONTRACTOR: Land Consultants Inc.

By: _____
Susan Dorris, Mayor

By:  _____
Mark Butler, President LCI

Address: 169 Halferty Street
Donnelly, Idaho 83615

Address: P.O. Box 314
Eagle, Idaho 83616

PROFFESIONAL PLANNING SERVICES
SCOPE OF WORK

1. Assist in developing Comprehensive Plan Update/Master Plan.
2. Assist with larger planning applications.
3. Attend meetings as required.
 - a. prepare information for meetings
 - b. prepare to discuss issues and ramifications of decisions
4. Interpret and apply Donnelly City Code and State law as interpreted for land use.
5. Other duties as assigned.
6. Communications to come through the Mayor, City Clerk or City Attorney only.

DONNELLY CITY COUNCIL
AGENDA BILL

Number AB 23-18
Meeting Date 05/15/2023

169 Halferty Street
Donnelly, Idaho 83615

Action Item

AGENDA ITEM INFORMATION

SUBJECT: <i>Noxious Weed Control Services</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
COST IMPACT:	\$1,200			
FUNDING SOURCE:	General Fund			
TIMELINE:	May 1, 2023 – April 30, 2024			

SUMMARY STATEMENT:

Professional Services and Consulting Agreement between Valley County and the City to detect and treat noxious weeds on city owned property.

RECOMMENDED ACTION:

Approve and Authorize Mayor to sign Agreement with Valley County for Noxious Weed Control

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

PROFESSIONAL SERVICEES AND CONSULTING AGREEMENT BETWEEN VALLEY COUNTY AND THE CITY OF DONNELLY

Agreement Title: Noxious Weed Control Contract

This Agreement is between Valley County whose address is 219 North Main Street, Cascade, Idaho 83611 and the City of Donnelly, 169 Halferty Street, Donnelly, Idaho 83615 for the services described in this Agreement. Valley County and the City of Donnelly, in consideration of the mutual covenants and conditions contained herein, agree as follows:

1. AUTHORITY

Idaho Code § 22-2405(1)(b) requires Valley County to "[e]stablish and maintain a coordinated program for control of noxious weeds in the county; employ a county weed superintendent, . . . who shall be qualified to detect and treat noxious weeds"

Idaho Code § 22-2405(1)(e) authorizes Valley County "to initiate cooperative agreements with other agencies . . . for the designation of or participation in cooperative weed management areas for control of noxious weeds."

2. TERM OF THE AGREEMENT

This Agreement shall commence on May 01, 2023, and expire on April 30, 2024, unless extended in writing by the parties or unless terminated earlier in accordance with this Agreement.

3. VALLEY COUNTY'S RESPONSIBILITIES

In order to fulfill the purpose of this Agreement, Valley County agrees to control noxious weeds and other invasive plants on lands owned and controlled by the City of Donnelly within the Donnelly City limits. Control techniques and methods will be at the sole discretion of Valley County and will include, but not necessarily be limited to, the use of pesticides in order to accomplish the most cost-effective and successful eradication of noxious weeds.

Valley County will invoice the City of Donnelly for services rendered under this Agreement. All invoices, notices, claims, requests, and other communications required under this Agreement shall be in writing and addressed or delivered to the City of Donnelly at the address provided above.

Valley County will follow all label directions when applying pesticides but will take reasonably necessary precautions when spraying pesticides along the edge of a waterbody to ensure that unlawful drift into the waterbody is prevented.

Valley County agrees and promises to keep and maintain reasonable records of activities performed under this Agreement.

4. CITY OF DONNELLY'S RESPONSIBILITIES

The City of Donnelly agrees and promises to pay Valley County One Thousand Two Hundred Dollars (\$1,200.00) for services rendered under this Agreement. Payment for partial performance of any service under this contract may not be made prior to approval of by the Donnelly City Council. Final payment under this Agreement may not be made until all services required under this Agreement have been performed.

The Mayor of the City of Donnelly shall serve as the point of contact under this Agreement. Valley County will direct all communications to the City of Donnelly's designated point of contact.

The City of Donnelly shall provide a detailed description of the desired noxious weed control locations to Valley County on the date of the commencement of this Agreement.

5. OWNERSHIP

All information furnished to Valley County in fulfillment of this Agreement belongs to the City of Donnelly. Valley County agrees to coordinate with the City of Donnelly prior to releasing information to third parties related to services rendered under this Agreement. The City of Donnelly understands and agrees that Valley County is subject to the requirements of the Idaho Public Records Act and will fully cooperate with Valley County in fulfilling any public records request related to this Agreement as required by Idaho law.

6. RELATION OF PARTIES

The service or services to be rendered under this Agreement are those of an independent contractor. The City of Donnelly is interested only in the quality of service or services provided and the final results to be achieved; the conduct and control of the work will be the sole responsibility of Valley County. The City of Donnelly, its officers, agents and employees are not officers, employees, or agents of Valley County as those terms are used in Idaho Code § 6-902, et al, and is not entitled to any benefits provided by Valley County to its employees.

7. TIME OF PERFORMANCE

Time is of the essence to this Agreement; therefore, all times for performance stated herein will be strictly followed by the parties.

8. LIABILITY

Each party shall bear its own liability and responsibility for the actions of its employees, officers, agents, and assigns in connection with the performance of this agreement. Each party shall carry its own insurance in appropriate amounts as required by law and sufficient to meet the minimum requirements of the Idaho Tort Claims Act

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Valley County be in any way personally liable or responsible for any

covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

9. ASSIGNMENTS

This Agreement or any interest therein shall not be transferred by either party without prior written permission of the other party.

10. DEFAULT AND TERMINATION

For Cause:

Default occurs if either party fails to perform any of the covenants or conditions of this Agreement or fails to prosecute the work so as to endanger performance of this Agreement, and the defaulting party does not cure such defects in performance within ten (10) business days after receipt of written notice informing it of such defects in performance. If at the end of such cure period, the defaulting party is still in default or noncompliance, then the non-defaulting party may terminate this Agreement.

For Convenience:

Either Party may terminate this Agreement for its convenience at any time upon thirty (30) business days written notice to the other party, and, upon such termination, the sole obligation shall be to pay for services satisfactorily rendered up to and including the date of such termination.

11. ANTI-DISCRIMINATION CLAUSE

Acceptance of this Agreement binds the parties to Section 601, Title VI, Civil Rights Act of 1964: In that "No person in the United States shall, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Idaho. The venue of any action brought by any party to this Agreement shall be the Fourth District Court in and for the County of Valley.

13. NONWAIVER OF BREACH

The failure of the parties to insist upon strict performance of any of the covenants and conditions of this Agreement or to exercise any option herein conferred in any one or all

instances shall not be construed to be a waiver or relinquishment of any such covenant or condition but the same shall be and remain in full force and effect unless such waiver is evidenced by prior written consent of the parties.

14. GENERAL PROVISIONS

14.1 Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting from Acts of God, civil or military authority, acts of war, riots, or insurrections.

14.2 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, and all other communications between the parties. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

14.3 This Agreement may be renewed upon agreement of both parties, and if so agreed, the contract term may be extended by a writing.

14.4 If suit, action, or other proceeding arising out of or related to this Agreement is instituted, the prevailing party shall be entitled to recover its reasonable attorney fees, expert witness fees, and costs incurred in any settlement negotiations, incurred in preparing for and prosecuting any suit, action or other proceeding, and incurred in preparing for and prosecuting any appeal of any suit, action or other proceeding. This section shall survive and remain enforceable notwithstanding any rescission of the Agreement or a determination by a court of competent jurisdiction that all or any portion of the remainder of this Agreement is void, illegal, or against public policy.

14.5 The invalidity of any portion of this Agreement, as determined by a court of competent jurisdiction shall not affect the validity of any other portion of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement and made it effective as herein above provided.

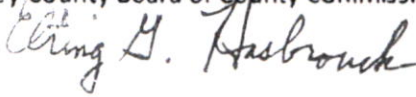
Dated this ____ of _____, 2023

City of Donnelly

By: Susan Dorris, Mayor

Dated this 24 of April, 2023

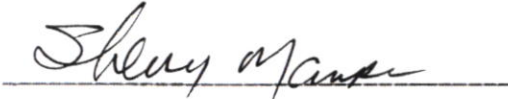
Valley County Board of County Commissioners



By: Elting Hasbrouck, Chairman

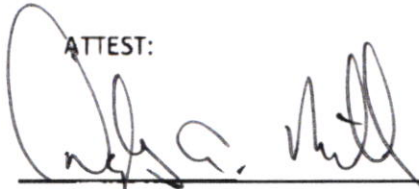


By: Neal Thompson, Commissioner



By: Sherry Maupin, Commissioner

ATTEST:

 4-28-2023

Doug Miller, Valley County Clerk

DONNELLY CITY COUNCIL
AGENDA BILL

Number

AB 23-19

Meeting Date 05/15/2023

169 Halferty Street
Donnelly, Idaho 83615

Action Item

AGENDA ITEM INFORMATION

SUBJECT:

***Donnelly Public Library
Conditional Use Permit 22-03DR Extension***

Department Approvals

Initials

***Originator
or
Supporter***

Mayor / Council

Clerk/Treasurer

Public Works

COST IMPACT: n/a

FUNDING

SOURCE:

TIMELINE:

SUMMARY STATEMENT:

Donnelly Public Library is seeking renewal of Conditional Use Permit 22-03DR. Current permit expires June 1, 2023.

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

MEETING DATE ACTION

Dear City Council,

We at the Donnelly Public Library seek to renew our Conditional Use Permit. We believe that the tipis on the East Lot continue to meet the needs of our Strategic Plan (included) and believe we have allowed the temporary structures to serve their purpose in the Donnelly Community. We have maintained insurance coverage under Mobile Equipment and will continue to do so. We would like to continue the approved arrangement which is also included.

On October 7, 2022, we received notice to remove the shed on our property. There was some confusion. The Conditional Use Permit that was agreed to had two sheds on it and there was no understanding of removal. The Library upon receiving the letter from the City, did remove the shed.

The Library seeks renewal of the originally accepted Conditional Use Permit with the amendment of the one shed, which we will not be returning.

The Donnelly Public Library is currently seeking to expand the Library blueprint and anticipate only utilizing the tipis in their current placement through Spring 2024.

A handwritten signature in black ink, appearing to read "S. Scheline".

Director Sherry Scheline

Included:

Accepted Design Review Application

Tipi Pitching Guide

Donnelly Public Library District Strategic Plan

Letter to Move Shed

Original Insurance and follow up Value Sheet



DONNELLY PUBLIC LIBRARY

DESIGN REVIEW APPLICATION

PURPOSE

THE DONNELLY PUBLIC LIBRARY IS SUBMITTING A DESIGN REVIEW APPLICATION TO BE ABLE TO ERECT TWO TEEPEES ON OUR PROPERTY FOR THE USE OF SHELTER FROM ELEMENTS AS AN OUTDOOR-TYPE CLASSROOM. THESE WILL BE TEMPORARY STRUCTURES.



CITY OF DONNELLY
DESIGN REVIEW APPLICATION

Application Checklist: (To be completed By City of Donnelly Staff Only)

- ☐ Completed Application Coversheet
- ☐ Completed Design Review Application
- ☐ Design Review Fee (\$330.00 plus 11.00 per unit)
- ☐ Proof of Legal Interest in the Subject Property
- ☐ Plan of the Proposed Site
- ☐ Plan Showing All Exterior Elevations (separate from Proposed Site Plan)
- ☐ Landscape Plan
- ☐ Snow Storage plan and/or snow storage/Calculations
- ☐ Parking Plan
- ☐ Drainage Plan
- ☐ Lighting Plan
- ☐ Signage Plan and/or design
- ☐ Fences and screen design
- ☐ Eight (8) Copies of Application
- ☒ One (1) Electronic Copy of Application and Drawing
- ☐ _____
- ☐ _____
- ☐ Date Received: _____ By Whom: _____ (Initials)
- ☐ Date to be Heard by Commission: _____
- ☐ Date to be Re-Heard by Commission: _____
- ☐ Decision of Commission (Approve, Approve With Modifications or Deny): _____

Applicant Information (To be Completed by Applicant)

Applicant (print): Donnelly Public Library

Mailing Address: PO Box 403 _____ Street Address: 150 E. State St.

City: Donnelly State: ID Zip Code: 83615 Contact Name and Title: Heather Larronde, Trustee

Phone: 505-401-5255 Alt. Phone: n/a E-mail: trustees@donnellylibrary.org

Proof Of Legal Interest In Subject Property: see attached Warranty Deed

Description of Proposed Use: two teepees and two sheds

List of Attachments to Application pursuant to Chapter 18 of the Donnelly Zoning Ordinance (i.e., Site Plan, Exterior Elevations, Landscape Plan, Snow Storage Plan, Parking Plan, Lighting Plan, Signage Plan, Fencing Plan etc.):

2 site plan maps, one with the structures from the top and one with the structures from the side, in addition to two CUPs with all required information.

Submitted By: Heather Larronde

Signature: [Signature] Title: Trustee Date: 11 Apr 22

Design Review Application

DONNELLY CITY COUNCIL
AGENDA BILL

169 Halferty Street
Donnelly, Idaho 83615

Number **AB 23-20**

Meeting Date 05/15/23

Action Item

AGENDA ITEM INFORMATION

SUBJECT: <i>Donnelly Public Library Letter of Support</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
COST IMPACT: n/a				
FUNDING				
SOURCE:				
TIMELINE:				

SUMMARY STATEMENT:

Donnelly Public Library is applying for a grant through the Idaho Commission of Libraries. The library is asking for a letter of support from the City.

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

From: Sherry Scheline <director@donnellylibrary.org>
Sent: Tuesday, May 2, 2023 11:40 AM
To: Trustees Donnelly Library
Cc: Lori Clemens; Belinda Provancher; Dylan Martin; Lindsey Harris, WCMEDC; Allison Hatzenbuhler; Friends Library; Donnelly Library
Subject: Seeking Letters of Recommendations

Greetings! I am writing to encourage you to write a letter of recommendation for The Donnelly Public Library. Immediately upon becoming a Library District, the Library needed additional space and in so doing, wanted to design a dream for Donnelly which would serve the community in as many ways as possible. Our current expansion plan would more than double the size of the current library and would bring much needed indoor space to Donnelly. We are seeking grant funding for \$500,000 for this project. This \$500,000 would be a huge boost and avoid having our local residents shoulder the burden. Our project is looking to be between 1.5- 2 million, and this \$500,000 would go a long way. Although the residents of Donnelly would say we are the most deserving in the state, it is a competitive grant. Nearly fifty libraries have submitted letters of intent to apply, including both Cascade and McCall, our neighboring libraries. We want to submit our application no later than May 17th and would like to have at minimum five letters of recommendation. I would like to encourage you as the City Council to write a letter in support of your Library and to encourage local businesses to write letters as well. This is the time for everyone to support their local Library.

I have included the link to the Grant below for you to look at.

<https://libraries.idaho.gov/facilities-capital-improvements/#Grants>

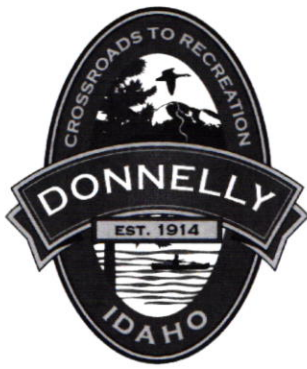
"This competitive grant will fund facilities improvements and capital projects that expand or enhance a library's facilities and ability to serve their community. This includes construction costs. Projects must jointly enable work, education, and health monitoring."

Please send letters to Bethany Thomas at desk@donnellylibrary.org

--

Sherry Scheline
director@donnellylibrary.org
208.630.3723 cell
208.325.8237 library

"You can never get a cup of tea large enough or a book long enough to suit me."
C.S. Lewis



City of Donnelly

169 Halferty Street
P.O. Box 725
Donnelly, ID 83615
Telephone (208) 325-8859

May 2, 2023

Idaho Commission for Libraries,

The City of Donnelly endorses the Facilities Grant Application that has been submitted to you by the Donnelly Public Library.

The Donnelly Public Library has outgrown its current building and is in need of expansion to continue to accommodate the growth within the district.

We recommend your approval of this grant application.

Thank you for your consideration,

Susan Dorris, Mayor

Wendy Davenport, Council President

Leslie Minshall, Councilmember

Jacquelyn Henggeler, Councilmember

Brenna Spade, Councilmember

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 23-21

Meeting Date 05/15/23

AGENDA ITEM INFORMATION

SUBJECT:		Department Approvals	Initials	Originator or Supporter
Local Option Tax Applications FY24 Award		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
COST IMPACT:				
FUNDING SOURCE:	Local Option Tax			
TIMELINE:	Oct. 1, 2023 – Sept. 30, 2024			

SUMMARY STATEMENT:

May 8, 2023 the Local Option Tax Committee reviewed and made recommendations for all Local Option Tax Applications that were received for the FY24 .

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



City of Donnelly

169 Halferty Street
P.O. Box 725
Donnelly, ID 83615
Telephone (208) 325-8859

To: Mayor & City Council
From: Lori Clemens, City Clerk
Re: Staff Report
Date: May 10, 2023

Utility Billings: As of Wednesday, May 10, 2023, there is \$787.66 (6) past due 30 days or more, in water billings.

Local Option Tax: April Receipts (March Tax) \$11,920.88

Airport: Open/annual maintenance has started

Clerk:

Donnelly Depot Center:

Parks & Recreation: Campground/Boat Docks/Rest Area - Open
New Racquet Court Nets
New Park Damage

Road & Streets: Dust Abatement, May 31, 2023

Water:

Office Closures: May 29, 2023-Memorial Day
June 19, 2023-Juneteenth

Upcoming Meeting Dates: City Council-Fly-in Stibnite, June 19, 2023
City Council-June 26, 2023