



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

AGENDA CITY COUNCIL MEETING

Monday, May 20th, 2024, at 6 PM
Donnelly Community Center

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIENCE

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

City Council Minutes – April 15, 2024

Vouchers – April 10 thru May 14, 2024

Treasurer Report – April 2024

Payroll Summary – April 18, May 2, 5 and 16, 2024

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:

Stibnite Advisory Council – John Sommerwerck

WCMEDC - Lindsey Harris/Dylan Martin

Valley Countywide EMS District – Amanda Keaveny

III-A Annual Report (2022-2023)

BUSINESS AGENDA (Action Items):

AB 24-13 Annual Audit Presentation – Zwygart John & Associates, PLLC

AB 24-14 Findings of Fact and Conclusions of Law for 2024-RZ-1 and 2024-PP-1

- A rezone including the termination of Development Agreement recorded as Instrument Number 306614 and termination of Amendment to Development Agreement recorded as Instrument Number 323886, and implementation of a new Development Agreement and a Preliminary Plat to include a mix of single-family homes, townhomes, apartments, commercial lots, and open space for Mountain Meadows Ranch South. The property is currently owned by Donnelly 270, LLC, member Craig Groves, and the applications are represented by Bonnie Layton with NV5. The property is approximately 46-acres and is

**AGENDA
CITY COUNCIL
MEETING**

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located on the north side of Roseberry Road approximately 1/4 -mile west of State Highway 55.

AB 24-15 Professional Services & Consulting Agreement Valley County – Weed Control

AB 24-16 Airport Gate Northwest Corner – Howard Nau

AB 24-17 Parks & Recreation – Riding Lawnmower and Trailer Purchase

AB 24-18 Agreement for Planning Services – Land Consultants, Inc

STAFF REPORTS:

ADJOURNMENT:

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



CITY COUNCIL
Monday, April 15th, 2024, at 6:00 PM
Donnelly Community Center
MINUTES

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Meeting called to order by Mayor Dorris at 6:00 p.m.

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

Mayor Dorris lead Pledge of Allegiance.

CONSENT AGENDA

Motion by Davenport, 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.

Joel Ockunzzi, Commissioner Candidate district 1

Tom Reinhardt, Donnelly Medical Center, opening April 19, 2024. Days and hours will be Friday-Sunday 8am to 6pm, changing June 1st to 7 days a week.

DISCUSSION ITEMS:

PUBLIC HEARING

(ACTION ITEM) Mountain Meadows Ranch South 2024-RZ-1 and 2024-PP-1

- City Council to consider a rezone including the termination of Development Agreement recorded as Instrument Number 306614 and termination of Amendment to Development Agreement recorded as Instrument Number 323886, and implementation of a new Development Agreement and a Preliminary Plat to include a mix of single-family homes, townhomes, apartments, commercial lots, and open space for Mountain Meadows Ranch South. The property is currently owned by Donnelly 270, LLC, member Craig Groves, and the applications are represented by Bonnie Layton with NV5. The



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property is approximately 46-acres and is located on the north side of Roseberry Road approximately 1/4 -mile west of State Highway 55.

- Mayor Dorris opened the Public Hearing at 6:10 p.m.
- Overview given by Mark Butler, Land Consultants, Inc (staff) – rezoning, preliminary plat (basic lot layout), eliminate previous development agreements.
- Rob Pair, Crestline, McCall, engineering staff for applicant.
- Bonnie Layton, representative for applicant - Mixed Use Development. Requesting rezone and preliminary plat approval. Rezone with General Commercial, R8, Public Use and Open Space. Total acres 45.73 – commercial 16.46, residential 23.17, open space 8.13. Pathways – West Roseberry through development and connect to regional pathway system.
- Staff Report, Mark Butler, Land Consultants, Inc. Analysis: related to principles of comprehensive plan.
 - Development Agreement
 - Agreement shall vest the right of Owner to develop the Property subject to the conditions and limitations set forth in Development Agreement
 - Concept Plan
 - Guarantee Open Space
 - Residential buildings mitigate noise between floors and units
 - Traffic impact study to be completed
 - Acknowledgement and compliance of Ordinance 174 “Water Supply”
 - Preliminary Plat
 - All City Codes in effect as of signed findings must be complied with
 - Comply with all conditions from City Engineer
 - Pathway on collector, easement to City
 - Minimal pathway on west side of project
 - 10’ wide sidewalks constructed on West Roseberry abutting the site
 - Upon review of Design Review applications, pedestrian connections shall be provided connecting commercial buildings to street sidewalks
 - Conceptual site plans, landscape plans, and conceptual elevation details are all subject to submittal of Design Review applications
- No written comments received.
- Mayor Dorris asked for public comment.
 - Proponents – no comments received.
 - Undecided – Callie Smith, happy to see project, prioritize phases with housing needs before commercial.



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- Opponents – no comments received.
- Craig Groves, Developer, Commercial will be Flex Space, high demand for storage units, residential currently expensive to build in Valley County.
- Mayor Dorris closed the Public Hearing at 7:03 p.m.
- Council deliberations

Motion by Minshall, 2nd by Henggeler to approve 2024-RZ-1 and 2024-PP-1 with the conditions provided in the staff report, adding Site Specific No. 8 – Applicant to work with City of Donnelly and Valley County Pathways to finalize pathway. No further discussion, Davenport (yes), Minshall (yes), Henggeler (yes), Spade (yes). Motion carried.

STAFF REPORT

ADJOURNMENT

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

Adjourned at 7:21 p.m.

ATTEST: Lori Clemens, City Clerk

DRAFT

05/14/24
11:39:42

CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 04/10/24 to 05/14/24

Page: 1 of 6
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
6475	15045S	352 4 CORNERS COMMUNICATION	4,095.86						
		Office Computer Repairs/Storage transfer New Computer (clerk)							
1	1267 04/18/24	Computer Repairs/Storage	1,312.77			10 41100	613		10100
2	3783 05/09/24	Clerk Computer	2,668.09			10 41100	700		10100
3	3773 05/07/24	Troubleshooting	115.00			10 41100	613		10100
		Total for Vendor:	4,095.86						
6471	-99287E	170 ADOBE SYSTEMS INC.	19.99						
		Adobe Service							
1	2758518832 05/08/24	Service	19.99			10 41100	620		10190
		Total for Vendor:	19.99						
6451	-99288E	6 AMAZON	306.60						
		Supplies							
1	4100218 04/15/24	Copy Paper	52.99			10 41100	605		10190
2	1028234 04/14/24	Camera	87.97			10 41100	605		10190
3	6573866 04/22/24	Toilet Paper-Parks	165.64			10 44100	451		10190
		Total for Vendor:	306.60						
6453	15026S	8 ANALYTICAL LABORATORIES, INC	54.00						
		Routine Testing							
1	2401910 03/30/24	Routine Testing	54.00			51 43400	560		10100
6476	15046S	8 ANALYTICAL LABORATORIES, INC	55.00						
		Routine Testing							
1	2402728 04/30/24	Routine Testing	55.00			51 43400	560		10100
		Total for Vendor:	109.00						
6452	15027S	219 ARDURRA GROUP	662.50						
		City Engineer MMRS							
2	160057-36 04/08/24	MMRS Review	662.50			10 41100	341		10100
		Total for Vendor:	662.50						

05/14/24
11:39:42

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Claim Details by Posted Date
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Page: 2 of 6
Report ID: AP100V

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
6455	15028S	257 CASCADE HARDWARE	279.06						
Billing									
1	2404-19337	04/08/24 Streets	48.75			10 43010	455		10100
2	2404-19407	04/11/24 Office	11.16			10 41100	605		10100
3	2404-19437	04/12/24 Streets	4.99			10 43010	455		10100
4	2404-19714	04/24/24 Parks	75.73			10 44100	451		10100
5	2404-19858	04/30/24 Shop Tools	138.43			10 43010	460		10100
Total for Vendor:			279.06						
6472	-99286E	29 CITY OF DONNELLY - WATER	479.00						
Utilities									
1	2024.04	04/30/24 249 N J Corbet Lane	430.00			10 44300	415		10100
2	2024.04	04/30/24 370 N Main Street	49.00			10 44300	415		10100
Total for Vendor:			479.00						
6454	15029S	240 CONSOLIDATED ELECTRICAL	720.66						
Street Light									
1	4438-10319	02/27/24 Street Lights	588.85			10 43010	454		10100
2	4438-10337	03/08/24 DDC	131.81			10 44300	432		10100
6477	15047S	240 CONSOLIDATED ELECTRICAL	251.00						
Street Light									
1	4438-10341	04/17/24 Street Lights	251.00			10 43010	454		10100
Total for Vendor:			971.66						
6456	15030S	272 DRAKE DIVERSIFIED LLC	375.00						
Monthly Water System Operational Services									
1	1972	05/01/24 Water System Services	375.00			51 41100	360		10100
Monthly CONTRACT FEE									
Total for Vendor:			375.00						
6457	15031S	46 ED STAUB & SONS	65.00						
Annual Monitor Rent									
1	10703950	04/30/24 Monitor Rent	65.00			10 41100	416		10100
Total for Vendor:			65.00						

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6473	-99285E	306 ENABLING ELEMENTS, INC	34.00						
Services									
1	D183587 05/06/24	Broad Band Pump House	34.00			51 41100	437		10190
Total for Vendor:			34.00						
6458	15032S	66 IDAHO POWER	1,155.30						
Power Billing									
1	2205677988 04/18/24	City Hall / Maintenance	126.21			10 41100	416		10100
2	2205677988 04/18/24	City Hall / Maintenance	58.26			51 41100	416		10100
3	2205677988 04/18/24	City Hall / Maintenance	9.70			52 41100	416		10100
4	2204034223 04/18/24	Community Center	92.10			10 41100	416		10100
5	2201629405 04/23/24	Kiosk / Rest Area	27.37			10 43010	416		10100
6	2206076560 04/18/24	Fire Pump	292.40			51 41100	416		10100
7	2200223291 04/19/24	Water Supply	25.84			51 41100	416		10100
8	2201910078 04/18/24	Street Lights	135.11			10 43010	416		10100
9	2206228211 04/18/24	Main Street Lights	32.02			10 43010	416		10100
10	2207365186 04/18/24	NW Pump	297.46			51 41100	416		10100
11	2207493590 04/22/24	Camp Host Site	25.59			10 44100	451		10100
12	2201510134 04/18/24	DDC Unit #5	33.24			10 44300	416		10100
Total for Vendor:			1,155.30						
6459	15033S 999999	KESLER CONSTRUCTION INC	1,046.50						
#503 John Deer Motograder Rental									
1	120295 04/22/24	Grader Rental	1,046.50			10 43010	430		10100
Total for Vendor:			1,046.50						
6478	15048S	204 LAKE FORK FENCE SUPPLY	61.08						
City Park Fence Repair									
1	D12 05/07/24	City Park Fence Repair	61.08			10 44100	452		10100
Total for Vendor:			61.08						
6479	15049S	165 LAKESHORE DISPOSAL	1,841.70						
Trash Services									
1	2024.04 04/30/24	Trash Collection	1,648.20			51 41100	414		10100
2	2670922S21 05/01/24	DDC Trash	133.20			10 44300	414		10100
3	2024.04 04/30/24	Overage	60.30			10 44300	414		10100
Total for Vendor:			1,841.70						

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6480	15050S 999999	LAND CONSULTANTS, INC	11,117.53						
Comprehensive Plan-AOI Agreement VC									
MMRS									
1	2023-153 05/04/24	Comprehensive Plan	1,177.53			15 41100	922		10100
2	2023-154 05/04/24	MMRS	9,940.00			10 41100	341		10100
Total for Vendor:			11,117.53						
6460	15034S	88 MCCI, LLC	765.00						
Managed Support Services									
1	NE17477 04/21/24	Laserfiche Support	497.25			10 41100	621		10100
2	NE17477 04/21/24	Laserfiche Support	229.50			51 41100	621		10100
3	NE17477 04/21/24	Laserfiche Support	38.25			52 41100	621		10100
Total for Vendor:			765.00						
6461	15035S	153 MERRICK & CO.	11,235.00						
2023 Water System Facility Plan Ammendment									
126.0070:Task 01									
1	7754 03/31/24	Facility Plan Ammendment	11,235.00			51 41100	615		10100
Total for Vendor:			11,235.00						
6474	-99284E	216 MICROSOFT	67.50						
Internet									
1	E0100S02PJ 05/04/24	Email Service	37.50			10 41100	620		10190
2	E0100RZTAB 05/04/24	office 365	30.00			10 41100	620		10190
Total for Vendor:			67.50						
6462	15036S	154 NORTH LAKE RECREATIONAL SEWER &	8,976.00						
Contract Sewer Service									
1	95-10-00 05/01/24	Contract Services	8,976.00			52 41100	541		10100
Total for Vendor:			8,976.00						
6463	15037S	178 ORKIN /SAWYER, INC	134.00						
community center / city hall pest control									
1	964976 04/19/24	Pest Control Application	134.00			10 41100	431		10100
Total for Vendor:			134.00						

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
6464	15038S 999999	POWER SYSTEMS WEST, IDAHO	874.00						
	Generator Maintenance								
1	S124620016 04/24/24	KG 40REOZK Generator	437.00			51 43400	434		10100
2	S124620016 04/24/24	KG 60REOZK Generator	437.00			51 43400	434		10100
	Total for Vendor:		874.00						
6481	15051S 199	SHRED-IT/STERICYCLE, INC	143.06						
	shredding service								
1	8006922104 04/24/24	shredding	93.37			10 41100	605		10100
2	8006922104 04/24/24	shredding	42.60			51 41100	605		10100
3	8006922104 04/24/24	shredding	7.09			52 41100	605		10100
	Total for Vendor:		143.06						
6465	15039S 202	SILVER STAR COMMUNICATIONS	83.93						
	telephone								
1	035401 05/01/24	telephone	54.56			10 41100	437		10100
2	035401 05/01/24	telephone	25.18			51 41100	437		10100
3	035401 05/01/24	telephone	4.19			52 41100	437		10100
	Total for Vendor:		83.93						
6466	15040S 120	SINCLAIR FLEET TRACK (STINKER)	310.01						
	Fuel								
1	2024.04 04/30/24	Grader- Rental	254.96			10 43010	482		10100
2	2024.04 04/30/24	Skid Steer	57.35			10 43010	482		10100
3	2024.04 04/30/24	Credit	-2.30			10 43010	481		10100
	Total for Vendor:		310.01						
6482	15052S 150	SPARKLIGHT	95.40						
	Internet Services								
1	112446547 05/01/24	internet	62.01			10 41100	437		10100
2	112446547 05/01/24	internet	28.62			51 41100	437		10100
3	112446547 05/01/24	internet	4.77			52 41100	437		10100
	Total for Vendor:		95.40						

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6483	15053S	346 TATES RENTS - MCCALL	230.16						
		Trencher-Park Gazebo							
1	676961-000 05/06/24	Trencher	230.16			15 41100	922		10100
		Total for Vendor:	230.16						
6467	15041S	359 THE IDAHO SHIRT COMPANY	463.50						
		Boat Dock Envelopes							
1	2415 03/07/24	Envelopes -1000	463.50			10 44100	451		10100
		Total for Vendor:	463.50						
6468	15042S	351 XEROX FINANCIAL SERVICES	220.82						
		Copier Maintenance							
1	5687886 04/14/24	copier maintenace	144.08			10 41100	611		10100
2	5687886 04/14/24	copier maintenace	65.78			51 41100	611		10100
3	5687886 04/14/24	copier maintenace	10.96			52 41100	611		10100
		Total for Vendor:	220.82						
6469	15043S	209 YORGASON LAW OFFICES PLLC	385.00						
		Correspondence/Emails							
1	10 05/01/24	Legal Fees	192.50			10 41100	320		10100
2	10 05/01/24	Legal Fees-MMRS	192.50			10 41100	341		10100
		Total for Vendor:	385.00						
6470	15044S	210 ZWYGART JOHN & ASSOCIATES PLLC	7,800.00						
		City Audit							
1	12481 04/08/24	FY22 Audit	5,070.00			10 41100	310		10100
2	12481 04/08/24	FY22 Audit	2,340.00			51 41100	310		10100
3	12481 04/08/24	FY22 Audit	390.00			52 41100	310		10100
		Total for Vendor:	7,800.00						
		# of Claims	33	Total:	54,403.16	# of Vendors	26		
		Total Electronic Claims			907.09				
		Total Non-Electronic Claims			53496.07				

** 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. **

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL							
41000 GENERAL GOVERNMENT							
41010 Personnel							
110	Office Wages	3,211.57	25,937.76	64,220.00	64,220.00	38,282.24	40%
111	Council Wages	780.00	6,240.00	9,360.00	9,360.00	3,120.00	67%
112	Mayor Wages	260.00	2,080.00	3,120.00	3,120.00	1,040.00	67%
210	Health	462.85	3,716.16	16,042.00	16,042.00	12,325.84	23%
211	Vision	8.44	67.56	432.00	432.00	364.44	16%
220	Social Security/Medicare	325.21	2,620.42	7,589.00	7,589.00	4,968.58	35%
230	PERSI	436.15	3,632.63	8,974.00	8,974.00	5,341.37	40%
250	Unemployment Insurance	14.44	133.91	630.00	630.00	496.09	21%
260	Workers Compensation	0.00	510.00	639.00	639.00	129.00	80%
290	Dental	26.00	208.00	1,044.00	1,044.00	836.00	20%
961	Taxes	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
	Account Total:	5,524.66	45,146.44	113,050.00	113,050.00	67,903.56	40%
41100 Administration							
310	Audit & Accounting Services	5,070.00	5,070.00	5,070.00	5,070.00	0.00	100%
320	Attorney/Legal Fees	192.50	2,345.00	28,500.00	28,500.00	26,155.00	8%
321	Economic Development	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
330	Contract - Planning & Zoning	0.00	0.00	30,000.00	30,000.00	30,000.00	0%
340	Contract Labor	0.00	3,920.00	10,000.00	10,000.00	6,080.00	39%
341	Pass Thru Charges	10,795.00	-34,104.70	75,000.00	75,000.00	109,104.70	-45%
414	Solid Waste Collection	0.00	0.00	250.00	250.00	250.00	0%
416	Electric & Gas	283.31	3,360.66	5,200.00	5,200.00	1,839.34	65%
431	City Hall Repair & Maint	134.00	139.98	8,500.00	8,500.00	8,360.02	2%
436	Cell Phone Mayor/Maintenance	0.00	0.00	1,800.00	1,800.00	1,800.00	0%
437	Telephone, Telecommunications	116.57	931.70	1,850.00	1,850.00	918.30	50%
456	Signs	0.00	90.00	1,000.00	1,000.00	910.00	9%
510	Insurance - Liability	0.00	6,074.26	6,075.00	6,075.00	0.74	100%
520	Dues & Fees	0.00	321.34	1,250.00	1,250.00	928.66	26%
530	Publications- Newspaper	0.00	359.48	900.00	900.00	540.52	40%
550	Travel Reimbursement	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
551	Training & Education	0.00	0.00	2,650.00	2,650.00	2,650.00	0%
552	Meals & Entertainment	0.00	0.00	450.00	450.00	450.00	0%
605	Office Supplies	104.53	1,226.04	2,500.00	2,500.00	1,273.96	49%
611	Copier Maintenance	144.08	1,005.50	4,800.00	4,800.00	3,794.50	21%
613	IT - Computer	1,427.77	1,912.77	5,000.00	5,000.00	3,087.23	38%
614	Postage	0.00	212.20	500.00	500.00	287.80	42%
615	Grant Writing	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
620	Software - New	87.49	1,028.18	2,000.00	2,000.00	971.82	51%
621	Software Maintenance Fees	497.25	7,685.80	7,500.00	7,500.00	-185.80	102%
700	Capital Improvements	2,668.09	2,761.26	4,000.00	4,000.00	1,238.74	69%
930	Reconciliation Discrepancies	0.00	0.00	25.00	25.00	25.00	0%
970	Grant Expense	0.00	0.00	500.00	500.00	500.00	0%
	Account Total:	21,520.59	4,339.47	213,320.00	213,320.00	208,980.53	2%
	Account Group Total:	27,045.25	49,485.91	326,370.00	326,370.00	276,884.09	15%

CITY OF DONNELLY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 5 / 24

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL							
42000 Public Safety							
42000 Public Safety							
	456 Signs	0.00	0.00	500.00	500.00	500.00	0%
	900 Public Safety	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
	Account Total:	0.00	0.00	5,500.00	5,500.00	5,500.00	0%
	Account Group Total:	0.00	0.00	5,500.00	5,500.00	5,500.00	0%
43000 Public Works							
43000 Public Works							
	700 Capital Improvements	0.00	0.00	7,500.00	7,500.00	7,500.00	0%
	Account Total:	0.00	0.00	7,500.00	7,500.00	7,500.00	0%
43010 Roads and Streets							
	116 Roads & Street Wages	4,048.48	39,075.25	63,392.00	63,392.00	24,316.75	62%
	118 Snow Removal Wages	400.30	17,095.98	37,682.00	37,682.00	20,586.02	45%
	210 Health	728.91	8,304.14	9,084.00	9,084.00	779.86	91%
	211 Vision	13.31	146.91	180.00	180.00	33.09	82%
	220 Social Security/Medicare	340.34	4,297.17	6,625.00	6,625.00	2,327.83	65%
	230 PERSI	477.94	5,782.08	8,040.00	8,040.00	2,257.92	72%
	250 Unemployment Insurance	20.02	220.45	526.00	526.00	305.55	42%
	260 Workers Compensation	0.00	1,237.00	2,556.00	2,556.00	1,319.00	48%
	290 Dental	40.95	466.05	435.00	435.00	-31.05	107%
	340 Contract Labor	0.00	0.00	48,000.00	48,000.00	48,000.00	0%
	416 Electric & Gas	194.50	1,294.52	3,500.00	3,500.00	2,205.48	37%
	429 Snow Removal Maintenance	0.00	20.32	4,250.00	4,250.00	4,229.68	0%
	430 Road & Street Maintenance	1,046.50	11,169.63	35,000.00	35,000.00	23,830.37	32%
	432 Building Repairs & Maintenance	0.00	995.09	2,750.00	2,750.00	1,754.91	36%
	434 Equip. Maintenance	0.00	5,357.44	12,500.00	12,500.00	7,142.56	43%
	435 Equipment Lease Payment	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
	454 Street Scape	839.85	1,218.94	3,000.00	3,000.00	1,781.06	41%
	455 Sidewalk, Curb, Gutter Maintenance	53.74	53.74	4,000.00	4,000.00	3,946.26	1%
	456 Signs	0.00	0.00	1,750.00	1,750.00	1,750.00	0%
	460 Small Tools, Equipmen	138.43	257.78	9,750.00	9,750.00	9,492.22	3%
	461 Shop Misc Supplies	0.00	76.95	750.00	750.00	673.05	10%
	470 Dust Abatement	0.00	0.00	16,000.00	16,000.00	16,000.00	0%
	481 Fuel Gas	-2.30	1,531.03	3,250.00	3,250.00	1,718.97	47%
	482 Diesel - Winter	312.31	1,625.93	4,750.00	4,750.00	3,124.07	34%
	483 Diesel - Summer	0.00	0.00	4,250.00	4,250.00	4,250.00	0%
	520 Dues & Fees	0.00	0.00	100.00	100.00	100.00	0%
	530 Publications- Newspaper	0.00	73.01	175.00	175.00	101.99	42%
	553 Clothing Reimbursement	0.00	500.00	1,500.00	1,500.00	1,000.00	33%
	700 Capital Improvements	0.00	0.00	20,000.00	20,000.00	20,000.00	0%
	900 Public Safety	0.00	0.00	500.00	500.00	500.00	0%
	970 Grant Expense	0.00	0.00	15,000.00	15,000.00	15,000.00	0%
	Account Total:	8,653.28	100,799.41	329,295.00	329,295.00	228,495.59	31%
	Account Group Total:	8,653.28	100,799.41	336,795.00	336,795.00	235,995.59	30%

CITY OF DONNELLY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 5 / 24

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL							
44000 OTHER							
44100 Parks and Recreation							
117	Park & Rec Wages	3,251.66	6,405.88	23,215.00	23,215.00	16,809.12	28%
119	Airport Maint Wages	217.30	5,050.69	5,738.00	5,738.00	687.31	88%
210	Health	436.10	1,503.25	3,565.00	3,565.00	2,061.75	42%
211	Vision	7.96	26.56	96.00	96.00	69.44	28%
220	Social Security/Medicare	265.40	876.46	1,496.00	1,496.00	619.54	59%
230	PERSI	314.96	1,050.07	2,869.00	2,869.00	1,818.93	37%
250	Unemployment Insurance	15.59	44.14	183.00	183.00	138.86	24%
260	Workers Compensation	0.00	470.00	978.00	978.00	508.00	48%
290	Dental	24.50	84.26	232.00	232.00	147.74	36%
438	City Park Improvements	0.00	45.73	5,000.00	5,000.00	4,954.27	1%
450	Racquet Court Maintenance	0.00	0.00	15,000.00	15,000.00	15,000.00	0%
451	Campground/Boatdock Maintenance	564.82	1,568.64	3,750.00	3,750.00	2,181.36	42%
452	City Park Maintenance	61.08	177.99	1,250.00	1,250.00	1,072.01	14%
453	Rest Area/Kiosk Maintenance	0.00	0.00	500.00	500.00	500.00	0%
456	Signs	0.00	0.00	500.00	500.00	500.00	0%
460	Small Tools, Equipmen	0.00	20.97	16,250.00	16,250.00	16,229.03	0%
700	Capital Improvements	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
900	Public Safety	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
925	Aiport Maintenance	0.00	340.00	3,500.00	3,500.00	3,160.00	10%
	Account Total:	5,159.37	17,664.64	96,122.00	96,122.00	78,457.36	18%
44300 Depot							
414	Solid Waste Collection	193.50	1,241.64	2,000.00	2,000.00	758.36	62%
415	Water and Sewer	479.00	3,353.00	5,700.00	5,700.00	2,347.00	59%
416	Electric & Gas	33.24	95.10	1,250.00	1,250.00	1,154.90	8%
432	Building Repairs & Maintenance	131.81	543.76	7,500.00	7,500.00	6,956.24	7%
700	Capital Improvements	0.00	0.00	50,000.00	50,000.00	50,000.00	0%
960	Solid Waste Transfer Site Tax	0.00	0.00	500.00	500.00	500.00	0%
	Account Total:	837.55	5,233.50	66,950.00	66,950.00	61,716.50	8%
	Account Group Total:	5,996.92	22,898.14	163,072.00	163,072.00	140,173.86	14%
	Fund Total:	41,695.45	173,183.46	831,737.00	831,737.00	658,553.54	21%
15 LOT FUND							
41000 GENERAL GOVERNMENT							
41100 Administration							
922	Local Option Tax Expense	1,407.69	57,072.78	350,000.00	350,000.00	292,927.22	16%
	Account Total:	1,407.69	57,072.78	350,000.00	350,000.00	292,927.22	16%
	Account Group Total:	1,407.69	57,072.78	350,000.00	350,000.00	292,927.22	16%
	Fund Total:	1,407.69	57,072.78	350,000.00	350,000.00	292,927.22	16%

CITY OF DONNELLY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 5 / 24

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
51 WATER							
41000 GENERAL GOVERNMENT							
41010 Personnel							
110	Office Wages	1,482.12	11,969.88	29,640.00	29,640.00	17,670.12	40%
111	Council Wages	360.00	2,880.00	4,320.00	4,320.00	1,440.00	67%
112	Mayor Wages	120.00	960.00	1,440.00	1,440.00	480.00	67%
115	Water & Sewer Wages	2,281.34	18,708.12	42,224.00	42,224.00	23,515.88	44%
210	Health	452.12	3,588.80	11,586.00	11,586.00	7,997.20	31%
211	Vision	8.26	64.20	312.00	312.00	247.80	21%
220	Social Security/Medicare	324.64	2,640.85	5,933.00	5,933.00	3,292.15	45%
230	PERSI	373.72	3,082.92	9,268.00	9,268.00	6,185.08	33%
250	Unemployment Insurance	16.92	150.40	501.00	501.00	350.60	30%
260	Workers Compensation	0.00	804.00	1,652.00	1,652.00	848.00	49%
290	Dental	25.40	200.83	754.00	754.00	553.17	27%
	Account Total:	5,444.52	45,050.00	107,630.00	107,630.00	62,580.00	42%
41100 Administration							
310	Audit & Accounting Services	2,340.00	2,340.00	2,340.00	2,340.00	0.00	100%
320	Attorney/Legal Fees	0.00	0.00	7,500.00	7,500.00	7,500.00	0%
351	Maintenance Contractor	0.00	930.00	6,500.00	6,500.00	5,570.00	14%
360	Water Operator	375.00	2,825.00	6,750.00	6,750.00	3,925.00	42%
414	Solid Waste Collection	1,648.20	11,467.80	20,000.00	20,000.00	8,532.20	57%
416	Electric & Gas	673.96	4,793.30	8,500.00	8,500.00	3,706.70	56%
435	Equipment Lease Payment	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
436	Cell Phone Mayor/Maintenance	0.00	0.00	240.00	240.00	240.00	0%
437	Telephone, Telecommunications	87.80	702.01	1,250.00	1,250.00	547.99	56%
481	Fuel Gas	0.00	0.00	600.00	600.00	600.00	0%
510	Insurance - Liability	0.00	2,803.50	2,804.00	2,804.00	0.50	100%
520	Dues & Fees	0.00	184.80	950.00	950.00	765.20	19%
530	Publications- Newspaper	0.00	0.00	400.00	400.00	400.00	0%
550	Travel Reimbursement	0.00	532.23	1,000.00	1,000.00	467.77	53%
551	Training & Education	0.00	325.00	1,500.00	1,500.00	1,175.00	22%
590	Late Fee	0.00	0.00	25.00	25.00	25.00	0%
605	Office Supplies	42.60	436.21	750.00	750.00	313.79	58%
611	Copier Maintenance	65.78	460.46	1,000.00	1,000.00	539.54	46%
614	Postage	0.00	114.20	450.00	450.00	335.80	25%
615	Grant Writing	11,235.00	23,912.50	15,000.00	15,000.00	-8,912.50	159%
620	Software - New	0.00	0.00	1,500.00	1,500.00	1,500.00	0%
621	Software Maintenance Fees	229.50	5,962.83	5,580.00	5,580.00	-382.83	107%
810	Bond Payments	0.00	1,766.53	21,931.00	21,931.00	20,164.47	8%
	Account Total:	16,697.84	59,556.37	111,570.00	111,570.00	52,013.63	53%
	Account Group Total:	22,142.36	104,606.37	219,200.00	219,200.00	114,593.63	48%
42000 Public Safety							
42000 Public Safety							
900	Public Safety	0.00	0.00	125.00	125.00	125.00	0%
	Account Total:	0.00	0.00	125.00	125.00	125.00	0%
	Account Group Total:	0.00	0.00	125.00	125.00	125.00	0%

CITY OF DONNELLY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 5 / 24

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
51 WATER							
43000 Public Works							
43400 Water System							
	433 Repairs & Maint to Water	0.00	29,448.24	85,000.00	85,000.00	55,551.76	35%
	434 Equip. Maintenance	874.00	3,566.82	6,500.00	6,500.00	2,933.18	55%
	462 Chemicals	0.00	2,129.48	7,500.00	7,500.00	5,370.52	28%
	463 Small tools and supplies for Water	0.00	1,817.19	5,250.00	5,250.00	3,432.81	35%
	560 Tests	109.00	379.00	3,250.00	3,250.00	2,871.00	12%
	700 Capital Improvements	0.00	0.00	25,000.00	25,000.00	25,000.00	0%
	710 Meter Equipment Purchased	0.00	0.00	6,500.00	6,500.00	6,500.00	0%
	Account Total:	983.00	37,340.73	139,000.00	139,000.00	101,659.27	27%
	Account Group Total:	983.00	37,340.73	139,000.00	139,000.00	101,659.27	27%
49000							
49999 Depreciation Expense							
	910 Depreciation	0.00	0.00	100,500.00	100,500.00	100,500.00	0%
	Account Total:	0.00	0.00	100,500.00	100,500.00	100,500.00	0%
	Account Group Total:	0.00	0.00	100,500.00	100,500.00	100,500.00	0%
	Fund Total:	23,125.36	141,947.10	458,825.00	458,825.00	316,877.90	31%
52 SEWER							
41000 GENERAL GOVERNMENT							
41010 Personnel							
	110 Office Wages	246.71	1,991.96	4,940.00	4,940.00	2,948.04	40%
	111 Council Wages	60.00	480.00	720.00	720.00	240.00	67%
	112 Mayor Wages	20.00	160.00	240.00	240.00	80.00	67%
	115 Water & Sewer Wages	123.88	595.84	927.00	927.00	331.16	64%
	210 Health	56.02	372.65	663.00	663.00	290.35	56%
	211 Vision	1.03	6.77	60.00	60.00	53.23	11%
	220 Social Security/Medicare	34.46	246.95	927.00	927.00	680.05	27%
	230 PERSI	47.35	345.69	1,785.00	1,785.00	1,439.31	19%
	250 Unemployment Insurance	1.65	13.23	59.00	59.00	45.77	22%
	260 Workers Compensation	0.00	0.00	132.00	132.00	132.00	0%
	290 Dental	3.15	20.86	145.00	145.00	124.14	14%
	Account Total:	594.25	4,233.95	10,598.00	10,598.00	6,364.05	40%
41100 Administration							
	310 Audit & Accounting Services	390.00	390.00	390.00	390.00	0.00	100%
	320 Attorney/Legal Fees	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
	340 Contract Labor	0.00	0.00	750.00	750.00	750.00	0%
	416 Electric & Gas	9.70	58.36	250.00	250.00	191.64	23%
	435 Equipment Lease Payment	0.00	0.00	3,000.00	3,000.00	3,000.00	0%
	437 Telephone, Telecommunications	8.96	71.60	200.00	200.00	128.40	36%
	481 Fuel Gas	0.00	0.00	50.00	50.00	50.00	0%
	510 Insurance - Liability	0.00	467.24	468.00	468.00	0.76	100%
	520 Dues & Fees	0.00	0.00	30.00	30.00	30.00	0%
	530 Publications- Newspaper	0.00	0.00	50.00	50.00	50.00	0%
	541 Monthly Service Agreement-NLSD	8,976.00	62,832.00	115,500.00	115,500.00	52,668.00	54%

CITY OF DONNELLY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 5 / 24

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
52 SEWER							
605	Office Supplies	7.09	105.54	100.00	100.00	-5.54	106%
611	Copier Maintenance	10.96	76.72	150.00	150.00	73.28	51%
614	Postage	0.00	83.60	150.00	150.00	66.40	56%
620	Software - New	0.00	0.00	100.00	100.00	100.00	0%
621	Software Maintenance Fees	38.25	591.21	1,050.00	1,050.00	458.79	56%
810	Bond Payments	0.00	1,645.13	2,200.00	2,200.00	554.87	75%
	Account Total:	9,440.96	66,321.40	134,438.00	134,438.00	68,116.60	49%
	Account Group Total:	10,035.21	70,555.35	145,036.00	145,036.00	74,480.65	49%
49000							
49999 Depreciation Expense							
910	Depreciation	0.00	0.00	34,000.00	34,000.00	34,000.00	0%
	Account Total:	0.00	0.00	34,000.00	34,000.00	34,000.00	0%
	Account Group Total:	0.00	0.00	34,000.00	34,000.00	34,000.00	0%
	Fund Total:	10,035.21	70,555.35	179,036.00	179,036.00	108,480.65	39%
65 PARKS/RECREATION - DES							
41000 GENERAL GOVERNMENT							
41100 Administration							
341	Pass Thru Charges	0.00	476.95	5,000.00	5,000.00	4,523.05	10%
	Account Total:	0.00	476.95	5,000.00	5,000.00	4,523.05	10%
	Account Group Total:	0.00	476.95	5,000.00	5,000.00	4,523.05	10%
	Fund Total:	0.00	476.95	5,000.00	5,000.00	4,523.05	10%
	Grand Total:	76,263.71	443,235.64	1,824,598.00	1,824,598.00	1,381,362.36	24%

Total for Payroll Checks

	Employee	Employer	Amount
COMP HOURS (Comp Time Used)	11.00		324.66
J001 HOURS (ROAD&STREET)	190.50		4,831.49
J002 HOURS (PARKS)	143.50		3,995.09
J003 HOURS (WATER OPERATOR)	92.00		2,521.74
J009 HOURS (AIRPORT)	10.00		217.30
J014 HOURS (EQUIP MAINT)	2.00		43.46
J015 HOURS (SHOP/OFFICE)	17.00		461.78
MCC HOURS (Mayor & City Council)	400.00		1,600.00
REG HOURS (Regular Time)	261.50		6,716.10
VACA HOURS (Vacation Time Used)	106.50		2,860.14
GROSS PAY	23,571.76	0.00	
NET PAY	17,268.75	0.00	
DENTAL INS	0.00	180.00	
FIT	1,728.61	0.00	
HEALTH INS	0.00	3,204.00	
IDAHO SIT	1,117.00	0.00	
MEDICARE	341.79	341.79	
PERSI	1,383.44	2,305.07	
PERSI CHOICE 40	225.00	0.00	
PERSI-3	45.72	76.14	
SOCIAL SECURITY	1,461.45	1,461.45	
UNEMPL. INSUR.	0.00	98.78	
VISION	0.00	58.50	
GDB	729.19	0.00	
ID FIRST BANK	8,809.80	0.00	
JP MORGAN CHASE	1,500.00	0.00	
STERLING SAVING	4,003.30	0.00	
UMPQUA	342.56	0.00	
US BANK	1,883.90	0.00	
FIT/SIT BASE	21,917.60	0.00	
MEDICARE BASE	23,571.76	0.00	
PERS BASE	20,617.60	0.00	
SOC SEC BASE	23,571.76	0.00	
UN BASE	21,971.76	0.00	
WC BASE	23,571.76	0.00	
Total		7,725.73	
Total Payroll Expense (Gross Pay + Employer Contributions):		31,297.49	

Check Summary

Payroll Checks Prev. Out.	\$2,472.77
Payroll Checks Issued	\$3,072.00
Payroll Checks Redeemed	\$2,472.77
Payroll Checks Outstanding	\$3,072.00
Electronic Checks	\$24,683.20

Carried Forward Deduction Difference Liab Account

Deductions Accrued	From Previous Month	Checks Issued		
Social Security	2922.90	1009.26	1841.10	2091.06 21702
Medicare	683.58	236.04	430.58	489.04 21702
Unempl. Insur.	98.78	59.56		158.34 21713
Workers' Comp	0.00			21700
FIT	1728.61	601.20	1107.40	1222.41 21701
IDAHO SIT	1117.00	461.00	777.00	801.00 21703
PERSI	3688.51		3688.51	21704
DENTAL INS	180.00		120.00	60.00 21706
HEALTH INS	3204.00		2136.00	1068.00 21705
VISION	58.50		39.00	19.50 21705
PERSI CHOICE 40	225.00		225.00	21704
PERSI-3	121.86		121.86	21704
Total Ded.	14028.74	2367.06	10486.45	5909.35

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

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 24-13
Meeting Date 05/20/2024

Action Item

AGENDA ITEM INFORMATION

SUBJECT: <i>Annual Audit Presentation Zwygart John & Associates, PLLC</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:

Jordan Zwygart will present the 2023 Annual Audit Report

RECOMMENDED ACTION:

Accept the FY2023 Annual Audit Report.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 24-14
Meeting Date 05/20/2024

Action Item

AGENDA ITEM INFORMATION

SUBJECT: <i>Findings of Fact and Conclusions of Law for 2024-RZ-1 and 2024-PP-1</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:

A rezone including the termination of Development Agreement recorded as Instrument Number 306614 and termination of Amendment to Development Agreement recorded as Instrument Number 323886, and implementation of a new Development Agreement and a Preliminary Plat to include a mix of single-family homes, townhomes, apartments, commercial lots, and open space for Mountain Meadows Ranch South. The property is currently owned by Donnelly 270, LLC, member Craig Groves, and the applications are represented by Bonnie Layton with NV5. The property is approximately 46-acres and is located on the north side of Roseberry Road approximately 1/4 -mile west of State Highway 55.

RECOMMENDED ACTION:

Approve Implementation of New Development Agreement and a Preliminary Plat to include a mix of single-family homes, townhomes, apartments, commercial lots, and open space for Mountain Meadows Ranch South, and Authorize Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

BEFORE THE DONNELLY CITY COUNCIL

**IN THE MATTER OF AN APPLICATION FOR)
A REZONE INCLUDING THE TERMINATION)
OF DEVELOPMENT AGREEMENT RECORDED)
AS INSTRUMENT NUMBER 306614, AND)
TERMINATION OF AMENDMENT TO)
DEVELOPMENT AGREEMENT RECORDED AS)
INSTRUMENT NUMBER 323886, AND)
IMPLEMENTATION OF A NEW DEVELOPMENT)
AGREEMENT AND A PRELIMINARY PLAT)
FOR MOUNTAIN MEADOWS RANCH SOUTH)
SUBDIVISION FOR DONNELLY 270, LLC,)
MEMBER CRAIG GROVES)**

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
CASE NUMBER 2024-RZ-1 AND 2024-PP-1**

The above-entitled annexation, rezone with a development agreement, and preliminary plat applications came before the Donnelly City Council for their action on April 15, 2024, at which time public testimony was taken and the public hearing was closed. The Donnelly City Council, having heard and taken oral and written testimony, and having duly considered the matter, makes the following Findings of Fact and Conclusions of Law;

FINDINGS OF FACT:

A. PROJECT OVERVIEW:

Mountain Meadows Ranch South is approximately 45 acres and is planned to include a mix of single-family homes, townhomes, apartments, commercial lots, entry monuments, open space and open space amenities including, among other amenities, a regional pathway.

Primary access will be from the planned Mountain Meadows Ranch Boulevard which will be a collector road to be developed in accordance with the Donnelly Street Classification map. It will run north from W. Roseberry Road extending to the north property line. Additionally, secondary access to the site is planned for Cassandra Road which borders the western edge of the project boundary.

The entire preliminary plat is to be recorded as a final plat in one phase with infrastructure developed as a part of the platting process. Site development is planned to occur in three phases (See Preliminary Phasing Plan):

1. The first phase is planned to be west of Mountain Meadows Ranch Boulevard, starting with about 5.37 acres of Commercial at the south with a mix of traditional commercial buildings along with flex spaces. North of the commercial development is about 3.65 acres intended to be developed as 48 RV storage condos, which are planned to be individually owned. Next, the project transitions to two 12-unit apartment buildings with resident parking providing a buffer between the RV storage condos and the apartment

buildings. Then about 11.56 acres is planned to include 73 townhomes with a clubhouse, tot lot and other open space amenities.

2. The second phase is planned to be east of Mountain Meadows Ranch Boulevard. It includes planned commercial south with the eastern most part of the site planned to include 30 apartment units in two 3-story buildings when access can be obtained.
3. The third phase is planned for residential east of the Mountain Meadows Ranch Boulevard and north of the commercial area.

B. APPLICATION SUBMITTAL:

The application for this item was received by the City of Donnelly on January 26, 2024.

C. NOTICE OF PUBLIC HEARING:

In accordance with Title 67, Chapter 65, Idaho Code, and Donnelly City Code, requests for agencies' reviews were transmitted on February 22, 2024. Notice of this public hearing was mailed to property owners within three-hundred (300) feet of the subject property and was published on March 21, 2024; the site was posted on March 31, 2024.

D. HISTORY OF RELEVANT PREVIOUS ACTIONS:

The subject property, identified at that time as "West Mountain Village Subdivision", was annexed into the City of Donnelly in February of 2006 with zoning designations of General Commercial (C) and Medium Density Residential (R8). Since that time the property has remained undeveloped.

E. COMPANION APPLICATIONS: All applications are inclusive herein.

F. DEVELOPMENT AGREEMENT:

The development agreement for the previous project is to be terminated and a new development agreement is to be recorded to assure the project is developed in general conformity with the new site layout submitted.

G. COMPREHENSIVE PLAN LAND USE MAP AND ZONING MAP DESIGNATIONS:

	COMP PLAN DESIGNATION	ZONING DESIGNATION	LAND USE
Existing	General Commercial, Compact Residential and Public Lands/Open Space	C (General Commercial District) and R-4 (Low Density Residential District) Note: per zoning map but the development agreement from 2005 designated the property as C (General Commercial) and R-8 (Medium Density Residential)	Vacant
Proposed	No change	C (General Commercial District), R-8 (Medium Density Residential District), and PU/OS (Public Use and Open Space District)	Single-family, townhomes, apartments, commercial and open space
North of site	Neighborhood Residential and Mixed Use	Valley County	Vacant
South of site	General Commercial	Valley County	Vacant
East of site	Industrial and General Commercial	I (Industrial)	Mini Storage and City property
West of site	General Commercial and Compact Residential	R-8 (Medium Density Residential District), C (General Commercial District), and Valley County	Mostly single-family homes

H. AREA OF CITY IMPACT DATA: The subject property is already within the City Limits.

I. SITE DATA:

- Total Acreage of Site – Approximately 46 acres
- Total Acreage of Commercial Property – 16.46 acres per the legal description
- Total Acreage of Residential Property – 23.17 acres per the legal description
- Total Number of Residential Units (total of 240 units permitted):
 - Single-family detached homes – none planned until future phases
 - (1) Duplex – 2 units
 - (11) 4-unit town home buildings - 44 units
 - (3) 5-unit townhome buildings - 15 units
 - (2) 6-unit townhome buildings - 12 units
 - (2) 12-unit apartment Buildings - 24 units
 - (2) three story apartment buildings - 30 units

ADDITIONAL SITE DATA	PROPOSED	REQUIRED
Dwelling Units Per 30.03 gross acres (23.17 acres of R-8 and 6.86 acres of PU/OS per the submitted legal descriptions (excludes the commercial area)).	127 units proposed with approximately 8 acres (generally located at the northeast section of the property) planned for future residential platting which could include an additional 113 units for a total of 240 (8 dwelling units per acre gross)	240 units total permitted based upon gross dwelling units per acre
Minimum Lot Size	Varies	Required to show compliance with final plat
Minimum Lot Width	Varies	Required to show compliance with final plat
Minimum Street Frontage	Varies	Required to show compliance with final plat
Total Acreage of Open Space	7.94 acres total The project has two main open space areas that are to be labeled "non-buildable" on the final plat. They total 6.86 acres. There is another 1.08 acres of open space that will be included with the clubhouse and tot lot.	2.76 acres (minimum)
Percent of Site as Common Area	17.3%	6% (minimum)

J. GENERAL SITE DESIGN FEATURES:

Open Space, Green Belt Areas and Landscape Screening:

The project includes 6.86 acres of open space on the eastern side of the property. This open space is to preserve the natural drainage areas running through this area of the site. To the greatest extent possible, this area will be left in its natural condition. A pathway is planned to connect at W. Roseberry Road and run north along the main boulevard as well as splitting off and running along the western side of this area. This pathway would eventually connect to the regional pathway system that is planned to be developed on the property which was once occupied by the railroad tracks that ran through the region.

Additionally, there is another 1.08 acres of open space which includes a clubhouse and related site amenities for residents west of Mountain Meadows Ranch Boulevard.

Storm Drainage and Flood Control:

The 6.86 acres of open space on the eastern side of the property will be used for some of the site drainage. Drainage swales are also planned throughout the subdivision. There may be some underground drainage facilities for parking lots and other impervious surfaces, however, until engineering plans are submitted for building development, that is unknown.

Utility and Drainage Easements, and Underground Utilities:

Utility and drainage easements will be developed in accordance with City of Donnelly standards and best-use management practices.

Fire Hydrants and Water Mains:

Fire hydrants and water mains will be developed in accordance with Fire District and Water District standards and best-use management practices.

On-Site Septic System (yes or no):

No. The project will connect with the North Lake Recreation Sewer and Water District infrastructure to provide wastewater facilities.

Pressurized Irrigation:

There will be no pressurized irrigation on site for this development.

Preservation of Existing Natural Features:

Staff is not aware of any existing natural features on the site which would be required to be preserved.

Preservation of Existing Historical Assets:

Staff is not aware of any existing historical assets on the site. If any historical artifacts are discovered during excavation or development of the site, state law requires immediate notification to the state.

K. STREET DESIGN:

Mountain Meadows Ranch South proposes frontage improvements along W. Roseberry Road which are depicted on the plans developed by Crestline Engineers on page 9 of 10 of their drawing sheets.

In addition to these frontage improvements, Mountain Meadows Ranch South proposes 100 feet of right-of-way running north-south through the center of the site. This right-of-way is planned as a collector designated street which will ultimately extend north as shown on the Comprehensive Plan Street Classification Map.

The developer has designed the north/south collector road to have:

- a center median that serves as a vegetated drainage swale;
- an 8-inch concrete ribbon curb on each side of the center median;
- 12-foot drive aisles;
- 2-foot-wide paved shoulders;
- 16-foot-wide vegetated drainage swales next to the paved shoulders; and
- a 10-foot-wide multi-use pathway on one side.

The collector roadway section will be required to conform to all City of Donnelly Road standards.

In addition to the main collector, the Applicant is proposing a 50-foot right-of-way section for all local roads which includes 22 feet of asphalt, curb and gutter, and detached sidewalk. The roadway section will be required to comply with all City of Donnelly road standards.

Public Streets:

All roads will be dedicated to the City of Donnelly.

Cul-de-sac Design:

No cul-de-sacs are being proposed at this time.

Sidewalks:

Sidewalks and pathways are being proposed throughout the site to enhance pedestrian safety and mobility.

Curbs and Gutters:

Curbs and gutters will be required to meet Donnelly standards.

Lighting:

Lighting will be required to comply with the City of Donnelly's standards.

Street Names:

Still to be determined and established through the design process and final plat.

L. ON AND OFF-SITE PEDESTRIAN/BICYCLE CIRCULATION:

Pedestrian Walkways & Bike Paths:

A pathway is planned to connect at W. Roseberry Road and run north along the main collector as well as splitting off and running along the western side of the open space area. This pathway is planned to eventually connect to the regional pathway system that is planned to be developed in the area which was once occupied by the railroad tracks that ran through the region. The project also calls for sidewalks along all public rights-of-way.

M. PUBLIC USES PROPOSED:

Other than those items previously mentioned that are for public use, no other public uses are proposed.

N. PUBLIC USES SHOWN ON FUTURE ACQUISITIONS MAP:

No map currently exists.

O. AVAILABILITY AND ADEQUACY OF UTILITIES AND SERVICES:

The Applicant plans to work with the City of Donnelly on water system improvements that need to be made to serve this site. The project will connect with the North Lake Recreational Sewer and Water District infrastructure to provide wastewater facilities.

P. SPECIAL ON-SITE FEATURES:

Areas of Critical Environmental Concern (see submitted plat, sheet 1 of 10, "Existing Physical Conditions and Natural Features Map)

Evidence of Erosion – Drainage facilities will be protected
Fish Habitat – No
Floodplain – No
Mature Trees – Yes
Riparian Vegetation – Likely

Steep Slopes – No
Stream/Creek – Drainage facility
Unique Animal Life – No
Unique Plant Life – No
Unstable Soils – Unknown
Wildlife Habitat – Unknown

Q. SUMMARY OF REVIEW OF ENVIRONMENTAL ASSESSMENT PLAN:
Not required

R. AGENCY RESPONSES:

The following agencies have responded.

February 2, 2024, letter from McCall-Donnelly School District,
March 12, 2024, letter from Ardurra, Donnelly City Engineer,
March 13, 2024, letter from North Lake Recreational Sewer and Water District,
Idaho Power – No comments or concerns.

S. CORRESPONDENCE FROM THE PUBLIC:

Updated letter from Ron Keller with FAA attachment

STAFF ANALYSIS PROVIDED WITHIN THE STAFF REPORT:

A. COMPREHENSIVE PLAN PROVISIONS OF SPECIAL INTEREST REGARDING THIS PROPOSAL:

Staff finds no Comprehensive Plan provisions of Special Interest because the Applicant has worked with staff to assure the proposed project is in accordance with the Comprehensive Plan including, but not limited to, its Future Land Use Map, Street Classification Map, and Natural Features Map.

B. ZONING CODE PROVISIONS OF SPECIAL INTEREST REGARDING THIS PROPOSAL:

The Applicant has worked with staff to ensure the proposed project is in accordance with Donnelly City Code Title 18 along with the conditions proposed within this report to assure compliance.

Donnelly City Codes (DCC) of special interest are as follows:

DCC 18.10.020 Meaning of terms or words.

“Townhouse sub-lot” means the lot resulting from platting a residential townhouse development; townhouse sub-lots shall have a minimum area equal to that of the perimeter of each individual townhouse unit and an additional area three feet in width to any access opening, measured at the foundation. Any detached accessory structures shall be contained within the perimeter of the townhouse sub-lot except as otherwise permitted herein.

DCC 18.55.050 Development standards (for the R-8 zone).

A. Minimum lot size: 5,000 square feet, except that the lot size may be reduced for each dwelling if an offsetting amount of open space is provided. In determining the allowable maximum density, the acreage of the parcel in question shall be rounded off to the nearest one-tenth of an acre. For example, a parcel which is 10.15 acres shall be treated as 10.2 acres, and a parcel which is 10.149 acres shall be treated as a parcel of 10.1 acres.

B. Maximum multifamily residential density: no more than eight units per acre.

C. Minimum lot width: 50 feet, except as follows:

D. Townhouse sub-lots shall conform to the standards established in the International Fire Code, as adopted by the city of Donnelly.

STAFF DISCUSSION: Townhouse (or townhome) sub-lots are permitted to have reduced lot widths and lot sizes; those-single-family lots that are below the 5,000-square-foot minimum may be permitted if an offsetting increase in open space is provided. After reviewing the submitted preliminary plat, staff has verified that these regulations are being followed.

DCC 18.145.070 Development Standards:

B. Lots and Blocks

4. A minimum of six percent of all developments larger than five acres shall be provided for open space open to the general public. A density bonus may be allowed by the council if the parks are developed and dedicated to the city of Donnelly. Open space lots or common areas shall be clearly labeled on the plat as "non-buildable."

STAFF DISCUSSION: The project has two main open space areas that are to be labeled "non-buildable" on the final plat. They total 7.05 acres and there is another 1.08 acres of open space that will include the clubhouse and tot lot. Staff has verified that the open space far exceeds that required per code (over 17% is planned and 6% is required).

DCC 18.135.020 Applicability:

All new construction, exterior remodels, and additions in the central business district, mixed-use district, and general commercial district, and where specified in this title, are subject to the design review process. All duplex, triplex, and other multifamily buildings, and all self-storage/mini-storage buildings, within the city, regardless of the zone in which they are proposed, and other buildings proposed for the light industrial zone are subject to design review.

STAFF DISCUSSION: The conceptual site plans, landscape plans and conceptual elevation details are all subject to submittal of Design Review applications and conditions which may be placed on those applications by the City Council.

DCC 18.145.060 Improvements required:

It shall be a requirement of the developer to construct the minimum improvements set forth herein for the subdivision, to all city standards.

B. Curbs, gutters, and sidewalks are required in all districts unless waived by the council.

STAFF DISCUSSION: The letter from the City Engineer addresses this requirement but it important to clarify that, especially for pedestrian connectivity between the residential and commercial uses, that a minimum 5-foot wide concrete sidewalk should be constructed along the west side of the new collector road. Additionally, upon review of the Design Review applications, pedestrian connections should be provided connecting commercial buildings to the street sidewalks.

DCC 18.145.070 Development Standards:

C. Orderly Development.

2. No subdivision shall be approved which affects the ability of political subdivisions of the state, including the school district, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents, unless the developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to, the following:

- a. Provision of on-site or off-site street or intersection improvements.*
- b. Provision of other off-site improvements.*

STAFF DISCUSSION: This project has the potential to generate approximately 7,000 daily vehicle trips (DVT) at full build-out, depending upon the final land uses.

This estimation is based upon the following criteria:

- ✓ Approximately 200 dwelling units at 10 trips per day = 2000 DVT
- ✓ Approximate 30,000 sf of office use at 12 trips per thousand = 360 DVT
- ✓ Approximately 70,000 sf of commercial use at 60 trips per thousand = 4,200 DVT

Prior to the submittal of a final plat the Owner should conduct a traffic study by a professional engineer that identifies the traffic impacts to W. Roseberry Road and the intersection of W. Roseberry Road with State Highway 55. The study should be submitted to the City of Donnelly. The traffic study should identify the approximate percentage of the site's build-out at which time design, construction or operational changes are needed to either W. Roseberry Road and the intersection with SH-55. The City and the Idaho Transportation Department (ITD) will both conduct a review and approval. The Owner should be required to either construct improvements or contribute to the City a proportional share of the cost of any roadway or intersection improvements identified in the traffic analysis.

PUBLIC HEARING OF THE CITY COUNCIL:

- A. A public hearing on the applications was held before the City Council on April 15, 2024, at which time testimony was taken and the public hearing was closed. The City Council acted on the applications at that time.
- B. Oral testimony in favor of the applications was presented to the City Council by no one other than the applicant and their representative.
- C. Oral testimony in opposition to the applications was presented to the City Council by no one.
- D. Oral testimony neither in favor or opposed to the applications was presented to the City Council by one person who had questions about vacant commercial space and the lack of workforce housing.

CITY COUNCIL DECISION REGARDING THE REZONE:

After deliberation the City Council voted 4 to 0 to approve **2024-RZ-1** for rezoning with a development agreement with the following conditions to be placed within a development agreement:

- 4.1 This Development Agreement shall vest the right of Owner to develop the Property subject to the conditions and limitations set forth in this Development Agreement. This Development Agreement shall not preclude the application of any law that is specifically mandated and required by changes in state or federal laws or regulations. In the event such law prevents or precludes compliance with one or more provisions of this Development Agreement, Owner and Donnelly shall meet and confer to determine how provisions of this Development Agreement would need to be modified or suspended in order to comply with the law while still allowing the project to proceed substantially in accordance with this Agreement. Owner shall prepare and process the necessary amendment or amendments to this Development Agreement reasonably required in order to complete the development of the Property in accordance with this Agreement. Owner will submit such ancillary applications, as may be required in order to complete development of the Project beyond the Written Decision, which may include floodplain development permit review, design review, preliminary and final plat reviews, and/or any conditional use permits and any other applicable applications as may be required by the Donnelly City Code, which shall comply with the Donnelly City Code, as it exists at the time of execution of this Development Agreement.
- 4.2 The Concept Plan (**Exhibit C**) represents Owner's current concept for completion of the project. As the Concept Plan evolves, the City understands and agrees that certain changes in that concept may occur. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, a public hearing shall be held on any proposed changes in the Concept Plan, notice shall be provided as may be required by the City.
- 4.3 The project has two main open space areas shall be included within an open space easement, common lot or similar open space use control method on the final plat, with a note on the plat stating that these open space areas are non-buildable except for open space amenity structures as may be approved by the Donnelly City Council. The open space areas total approximately 6.86 acres. The Design Review application for the design plans for these open space areas, shall include a minimum of 30 parking spaces, and shall be submitted to the City and City approval shall be required prior to issuance of any permits for residential. This open space area is to remain in as natural a state as feasible and is not intended to be an active use manicured open space area. Completion of any City of Donnelly required improvements for the open space area shall occur

prior to issuance of any occupancy permits for residential. A note shall be provided on the Final plat indicating that this area is to be owned and maintained by the homeowner's association.

- 4.4 To mitigate noise between floors and units, for residential buildings comprising more than one dwelling unit, first floors shall be insulated from second floors, second floors shall be insulated from third floors, and so forth, and common walls between units shall be insulated. The insulation method shall be reviewed and approved by the Donnelly City Planning and Zoning Administrator prior to issuance of building permits.
- 4.5 This project has the potential to generate approximately 7,000 daily vehicle trips at full build-out, depending upon the final land uses. Prior to the submittal of a final plat the Owner shall conduct a traffic study by a professional engineer that identifies the traffic impacts to W. Roseberry Road and the intersection of W. Roseberry Road with State Highway 55. The study shall be submitted to the City of Donnelly. The traffic study shall identify the approximate percentage of the site's build-out at which time design, construction or operational changes are needed to either W. Roseberry Road and the intersection with SH-55. The City and the Idaho Transportation Department (ITD) will both conduct a review and approval. The Owner shall be required to either construct improvements or contribute to the City a proportional share of the cost of any roadway or intersection improvements identified in the traffic analysis.
- 4.6 The Owner acknowledges the requirements within City of Donnelly Ordinance 174 "Water Supply" and will comply with these requirements.

CITY COUNCIL DECISION REGARDING THE PRELIMINARY PLAT:

After deliberation the City Council voted 4 to 0 to approve **2024-PP-1** for the preliminary plat for Mountain Meadows Ranch South Subdivision with the following site specific and standard conditions approval:

SITE SPECIFIC CONDITIONS OF APPROVAL FOR THE PRELIMINARY PLAT:

1. All City Codes in effect as of the date of the signed findings for this preliminary plat must be complied with unless the City Council grants a waiver as may be provided for within Donnelly City Code or within Idaho State Statute Section 67-6512 (f).
2. Comply with all applicable conditions noted in the March 12, 2024, letter from Levi Howell, PE, City Engineering firm, Ardurra.
3. The multi-use pathway on the east side of the collector road shall be within right of way or placed within a 16-foot wide easement granted to the City of Donnelly. It shall be constructed of asphalt or similar material
4. A minimum 5-foot wide compacted natural surface, crushed granite or similar material pathway shall be constructed along the west side of the new collector road within the right-of-way.
5. A minimum 10-foot wide sidewalk shall be constructed on W. Roseberry Road abutting the site, see typical cross section shown on sheet 9 of 10.
6. Upon review of the Design Review applications, pedestrian connections shall be provided connecting commercial buildings to the street sidewalks.
7. The conceptual site plans, landscape plans, and conceptual elevation details are all subject to

submittal of Design Review applications and conditions which may be placed on those applications by the City Council, which requirements shall be consistent with development of the project in accordance with the approved Concept Plan shown as an Exhibit within the Development Agreement.

The landscape and site plans will change with specific review of details such as snow storage requirements, and storm drainage controls. The following are comments related to the preliminary review of the submitted conceptual landscape plans. All comments are page specific as well as general guidance for the overall landscape plan set and are all subject to Design Review approval.

Page L1.01

- a) Honey locusts are shown to be placed on individual lots with a setback of 10 feet, yet the tree width is 35 feet which will conflict with future building construction. Consider using class I trees in this setting.
- b) For the narrow building lots use Class I trees to reduce conflict with future drives and sidewalks.
- c) Some trees are shown within 2 feet of edge of hardscaping such as curbs and walks. Place a minimum of 5 feet away from hard surface edges or specify appropriate root barrier.
- d) Shrub planting on plan is illegible. The legend graphic scale should match the plan scale. Recommend plan scale to be minimum of 1 inch=20 feet' for readability if using non-labeled shrub material.
- e) Label roadways with their classification, public road, private drive or lane, or alley, etc.

Page L1.02 / L1.03

- a) Trees are required in all end or terminal planters as well as interior parking lot planters.
- b) Trees in islands within vision triangles shall have a note requiring a minimum limb height of 8 feet.

Page L1.04

- a) Label pathways that are not represented as sidewalks. The use of a centerline in the pathway layout is inconsistent and confusing graphically.
- b) Keynote #18 is boardwalk but the plan uses the same graphic representation for sidewalk and boardwalk and has accessibility ramps with no material delineation. Needs clarification.

Page L1.05

- a) Plant all terminal planters with a minimum of one (1) tree.
- b) Trees in islands within vision triangles shall have a note requiring a minimum limb height of 8 feet.

Page L1.06

- a) Keynote #2 denotes native wetland, but the color used denotes pond.
- b) Dash the wetland channel under the streets to denote that it is below the pavement. It reads as though it is a crosswalk or other finish on the roadway.

Page L1.07

- a) Keynote #19 - asphalt trail does not communicate graphically.

Page L1.08 (and for all sheets)

- a) Lawn should not be directly against building foundations. Provide shrub planters or an 18-inch minimum concrete ribbon curb with all sloping away from building in all directions for a minimum of 10 feet.

Page L1.09

- a) Terminal planters appear to be too narrow in spots; they should be 5 feet minimum.
- b) Note tree grates where tree plantings are in streetscapes.

Page L1.10

- a) Label enlarged plans with location of enlarged plan and location of overall plan.
- b) Keynote #2 is incorrectly labeled.
- c) Street planters are shown with no shrub materials. Install shrub beds with shrub plantings at a minimum of 50-70% planted at maturity or plant with sodded lawn.

8. The applicant shall work with the City staff and the Valley County Pathway Committee to finalize sidewalk and pathway design recommendations for review by the City Council prior to Council approval of a final plat.

NOTE: In the event a Standard Condition of Approval conflicts with a Site Specific Condition of Approval contained herein the Site Specific Condition of Approval shall control.

STANDARD CONDITIONS OF APPROVAL FOR THE PRELIMINARY PLAT:

1. The Applicant shall comply with all requirements of the Idaho Transportation Department including, but not limited to, approval of the drainage system, curbs, gutters, streets, and sidewalks.
2. Complete water and sewer system construction plans shall be reviewed and approved by the City Engineer, and/or applicable agency, which must have jurisdiction prior to the engineer signing the final plat. Required improvements shall include, but not be limited to, extending all utilities to the platted property. The developer may submit a letter in lieu of plans to explain why plans may not be necessary.
3. Unless septic tanks are permitted, wet line sewers will be required, and the Applicant will be required to provide the City Engineer with a Will Serve Letter from the sewer entity serving the property and accepting the project for service prior to the City Engineer signing the final plat.
4. Per Idaho Code, Section 31-3805, concerning irrigation rights, transfer and disclosure, the water rights appurtenant to the lands in said subdivision, which are within the irrigation entity, will be transferred from said lands by the owner thereof; otherwise the subdivider shall provide for underground tile, or other similar and satisfactory underground conduit, to permit the delivery of water to those landowners within the subdivision who are also within the irrigation entity.

Plans showing the delivery system must be approved by a registered professional engineer and shall be approved by the City Engineer prior to the City Engineer signing the final plat.
5. The Applicant shall submit a letter from the appropriate drainage entity, approving the drainage system and/or accepting said drainage; otherwise, the Applicant shall submit a letter from a registered professional engineer certifying that all drainage shall be meet standard requirements prior to the City Engineer signing the final plat. A copy of the construction drawing(s) shall be submitted with the letter.

6. Drainage system plans shall be submitted to the City Engineer for review and approval prior to the City Engineer signing the final plat. The plans shall show how swales (or drain piping) will be developed in the drainage easements. The approved drainage system shall be constructed, or a surety shall be submitted to the City Clerk, prior to the City Engineer signing the final plat. The CC&R's shall contain clauses to be reviewed and approved by the City Engineer and City Attorney, prior to the City Engineer signing the final plat, requiring that lots be so graded that all runoff runs either over the curb or to the drainage easement, and that no runoff shall cross any lot line into another lot except within a drainage easement.
7. No ditch, pipe, canal, drain, or other structure for irrigation water or irrigation wastewater owned by an organized irrigation district, canal company, ditch association, drainage district, drainage entity, or other irrigation entity, shall be obstructed, routed, covered or changed in any way unless such obstruction, rerouting, covering or changing has first been approved in writing by the entity. A Registered Engineer shall certify that any ditch rerouting, piping, covering or otherwise changing of the existing irrigation or waste ditch (1) has been made in such a manner that the flow of water will not be impeded or increased beyond carrying capacity of the downstream ditch; (2) will not otherwise injure any person or persons using or interested in such ditch or their property; and (3) has satisfied the Idaho Standards for Public Works Construction. A copy of such written approval and certification shall be filed with the construction drawing and submitted to the City Engineer prior to the City Engineer signing the final plat.
8. Encroachments including, but not limited to, landscaping, fencing, lighting, and/or pathways shall not be located within any easement or right-of-way for any ditch, pipe, canal, drain, or other structure used for irrigation water or irrigation wastewater without the express written approval of the organized irrigation district, canal company, ditch association, drainage district, drainage entity or other irrigation entity associated with such ditch, pipe, drainage, canal or other structure. The Applicant shall submit a copy of the written approval from the irrigation entity, drainage district, or drainage entity prior to the City Clerk signing the final plat.
9. Street light plans shall be submitted and approved, indicating the location, height, and wattage, by the City Engineer prior to the City Engineer signing the final plat. All construction shall comply with the City's specifications and standards.

The Applicant shall delineate on the face of the final plat an easement, acceptable to the City Engineer, for the purpose of installing and maintaining street light fixtures, conduit, and wiring lying outside any dedicated public right-of-way, prior to the City Engineer signing the final plat. Whether located inside or outside of the public right-of-way, the perpetual maintenance of the streetlights shall be the responsibility of the Applicant, subdivider, business owner, or homeowner.
10. The Applicant shall provide utility easements as required by the public utility providing service, and as may be required by the Donnelly City Code, prior to the City Engineer signing the final plat.
11. An approval letter from the Donnelly Fire Department shall be submitted to the City prior to the City Engineer signing the final plat.
12. Covenants, homeowner's association by-laws, or other similar deed restrictions acceptable to the Donnelly City Attorney, which provide for the use, control and mutual maintenance of all common areas, storage facilities, recreational facilities, streetlights or open spaces, shall be reviewed and approved by the Donnelly City Attorney prior to the City Engineer signing the final plat.

A restrictive covenant must be recorded, and a note on the face of the final plat is required, providing for mutual maintenance and access easements.

- Appropriate papers describing decision-making procedures relating to the maintenance of structures, grounds and parking areas shall be reviewed and approved by the Donnelly City Attorney prior to the City Engineer signing the final plat.
13. Should the homeowner's association be responsible for the operation and maintenance of any storm drainage facilities outside of the public rights of way, the covenants and restrictions, homeowner's association by-laws, or other similar deed restrictions acceptable to the Donnelly City Attorney shall be reviewed and approved by the Donnelly City Attorney prior to the City Engineer signing the final plat.
 14. The Applicant shall submit an application for Design Review when required per Donnelly City Code and shall obtain City approval for all required landscaping, common area, and subdivision signage prior to the City Engineer signing the final plat.
 15. Conservation and recreation easements (if applicable) shall be approved by the staff and the City Engineer and shall be shown on the final plat prior to issuance of a building permit or Certificate of Occupancy (whichever occurs first).
 16. The Applicant shall place a note on the face of the plat which states: "Minimum building setback lines shall be in accordance with the applicable zoning and subdivision regulations at the time of issuance of the building permit or as specifically approved and/or required".
 17. The Applicant shall comply with the provisions of the Donnelly City Code, pertaining to floodplain and river/stream protection regulations (if applicable), prior to the City Engineer signing the final plat.
 18. The Applicant shall obtain approval of the development relative to its effects on wetlands or other natural waterways (if applicable) from the Corps of Engineers, Idaho Department of Water Resources and any other agency with jurisdiction prior to the City Engineer signing the final plat.
 19. Basements in homes in the flood plain are prohibited.
 20. The Americans with Disabilities Act, Uniform Building Code, Donnelly City Code, Donnelly Comprehensive Plan, and all applicable County, State and Federal Codes and Regulations, shall be complied with. All design and construction shall be in accordance with all applicable City of Donnelly Codes unless specifically approved by the City Council.
 21. Any changes to the plans and specifications upon which this approval is based, other than those required by the above conditions, will require submittal of an application for modification and approval of said application prior to commencing any change. Any change by the Applicant to the planned use of the property, which is the subject of said application shall require the Applicant to comply with all rules, regulations, ordinances, plans, and any other regulatory and legal restrictions in force at the time the Applicant (or its successors in interest) submits the application to the City of Donnelly for a change to the planned use of the subject property.
 22. In accordance with Donnelly City Code 18.145.030 section (E) (1) a one year extension is hereby granted such that if a final plat application is not filed within two (2) years following the City Council approval of the preliminary plat application the preliminary plat application shall be deemed null and void unless an additional time extension is granted by the City Council.
 23. The City's actions on the application do not grant the Applicant any appropriation of water or interference with existing water rights. The Applicant indemnifies and holds the City harmless for any and all water rights claims in any way associated with this application.
 24. The Applicant shall take care to locate, and protect from damage, existing utilities, pipelines and similar structures. Documentation indicating that "Digline" has performed an inspection of the site shall be submitted prior to the issuance of any building permits for the site.

25. Attach a note to the final plat which states in general that surrounding land with farm uses and related activities shall be protected pursuant to the Idaho Right to Farm Act.
26. The Applicant shall provide a construction site dust control mitigation plan to be reviewed and approved by staff prior to the issuance of a “Notice to Proceed with Construction” letter.
27. If applicable, verification and assurance of compliance with any Federal Aviation Administration requirements, which may consist of a note on the final plat, shall be provided to the City prior to the City Engineer signing the final plat.

CONCLUSIONS OF LAW:

1. The City Council reviewed the particular facts and circumstances of this proposed rezone with Development Agreement and Preliminary Plat in regard to the November 20, 2024, City of Donnelly Comprehensive Plan and established goals, objectives and policies and Donnelly City Code (DCC), and based upon the information provided concludes that the proposed rezone with development agreement and preliminary plat are in accordance with the said City of Donnelly Comprehensive Plan and Donnelly City Code (DCC) because:
 - A. In part, the proposed zoning is consistent with the adopted Future Land Use Map and Land Use Chapter goals, objectives, and policies; and
 - B. In part, the roadway network is in conformance with the adopted Street Classification Map and Transportation Chapter goals, objectives, and policies; and
 - C. In accordance with DCC Chapter 18.170 “DEVELOPMENT AGREEMENTS”, the rezone application meets the regulations therein and as set forth within the conditions of approval herein.
 - D. In accordance with DCC Chapter 18.145 “SUBDIVISION”, the preliminary plat meets the regulations therein and as set forth within the conditions of approval herein; and
 - E. The information provided from the agencies having jurisdiction over the public facilities needed for this site indicates that adequate public facilities exist, or are expected to be provided, to serve all uses allowed on this property or as set forth within the conditions of approval herein; and
 - F. The subdivision will be served adequately by essential public facilities such as streets, police and fire protection, schools, drainage structures, refuse disposal, water and sewer; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services, as noted in the documentation provided from said agencies or as set forth within the conditions of approval herein; and
 - G. That based upon agency verification and as conditioned herein, there is adequate public financial capability to support the proposed development; and
 - H. That any health, safety and environmental concerns have been adequately addressed by the applicant or as set forth within the conditions of approval herein.

[end of text; signatures on following pages]

DATED this 20TH day of May 2024.

CITY COUNCIL
OF THE CITY OF DONNELLY
Valley County, Idaho

Susan Dorris, Mayor

ATTEST:

Lori Clements, Donnelly City Clerk

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 24-15

Meeting Date 05/20/2024

Action Item

AGENDA ITEM INFORMATION

SUBJECT: <i>Professional Services & Consulting Agreement Valley County Weed Department</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	Clerk/Treasurer		
	Public Works		
COST IMPACT:	\$1,200.00		
FUNDING SOURCE:	General Funds (parks/streets)		
TIMELINE:			

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

AGREEMENT AND MEMORANDUMS OF UNDERSTANDING SERVICES CONTRACT

This Professional Personal Service Contract made this ___ day of _____, by and between the City of Donnelly (hereinafter "the City" and Valley County Weed and Pest Control (hereinafter "the County").

WHEREAS, the City has need of the personal services of the County in the profession of Weed Control and the County desires to provide those services to the City.

Now, THEREFORE, in consideration for the items, conditions, and promises as hereinafter set forth, the City and the County agree as follows:

1. Purpose: The purpose of this contract is to provide the City with the professional personal service of the County in order to do the following; spray of noxious weeds and Invasive plants on the City lands.
2. The County's Duties: In order to fulfill the purpose of this contract, the County agrees and promises to carry out the following duties. Spray of noxious weeds and invasive plants on the City lands and such other related tasks as necessary to fulfill this contract.
3. Compensation: The City agrees and promises to pay the County compensation as follows: maximum compensation not to exceed \$1,200.00 Payment for partial performance of any service under this contract may not be made prior to approval of that performance by City Council. Final payment under this contract may not be made until all services required under this contract and all applicable items of the contract have been met.
4. Performance Schedule: The term of this contract is from June 1, 2024 through September 30, 2024.
5. Liaison: The City Council designates Mayor, as liaison under this agreement. The County agrees to make all official contacts with the City with this designee or such other person as the City Council appoints.
6. City Assistance: The City agrees and promises to provide assistance to the County by providing a detailed description of spraying location(s) as necessary.
7. Ownership and Publication of Material: Unless specifically set forth in this item, the City retains ownership for all purposes of the working papers, working products, and end products resultant from partial or full performance under this

contract. The County agrees and promises to have all information concerning activities; under this contract approved by the designated liaison prior to release of that information.

8. Independent the County: This contract is with the County as an independent contractor and does not establish an employer-employee relationship with the County or any person employed by him for any purpose. In this regard, the County agrees to pay all state, federal, or local taxes, fees, or other assessments related to employment of himself or any person or individual employed by him as necessary in fulfillment of the contract.
 - a. The County agrees to obtain in full force and effort, without any periods of lapse, **worker's compensation insurance on all employees of the County**. This insurance coverage shall be continuous during the entire term of this contract. As an alternative to maintaining effective worker's compensation insurance coverage on all employees of the County.
9. Special Conditions: The County agrees and promises to perform the special conditions under his agreement as follows: Use caution when spraying along **water's edge**.
10. Records by the County: The County agrees and promises to keep and maintain reasonable records of activities performed under this contract.
11. Access to Records: As required by law, the County agrees to permit access to **those the County's records as may be necessary for legislative post-audit and analysis purposes in determining compliance with the terms of this contract**.
12. Termination and Default: This contract may be terminated by notice in writing to the opposite at its address as set forth herein at least 7 days prior to the effective date of termination. Upon default by either the City or the County, the non-defaulting party may terminate this contract as set forth in this item. If default is remedied prior to the effective date of termination, the non-defaulting party may elect not to terminate this contract. Upon termination, the City agrees and promises to pay the County for work performed up to and including the termination date, and the County agrees and promises to return all materials supplied by the City except those used in performance of this contract as well as working papers, working products, and end products resulting from this agreement.
13. Venue: The City and the County agrees that the venue for any court action arising under this agreement shall be in the Fourth Judicial District in and for

Valley County, Idaho, Further, the City and the County agree that this contract shall be interpreted according to the law of Idaho.

14. Assignment: The City and the County agree that as this contract is for the personal service of the County, this contract is not assignable, may not be transferred, nor may a subcontract be let hereunder unless both parties agree in writing prior to any such action.
15. Entire Agreement – Modification: This writing contains the entire agreement between the City and the County on the subject matter of this contract, statements, promises, or inducements made by either party or agents of either party, which are not contained in this agreement, are not valid or binding. No modifications, enlargement, or alteration of this contract is valid or binding except upon written agreements signed by all parties to this contract.
16. Equal Employment Opportunity: No part of this agreement shall be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or natural origin by the persons performing the agreement. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled. Fair Labor Standards. The County agrees to comply with all federal and state wages and hour rules, statutes and regulations, and warrants that all applicable federal and state labor standards provisions will be complied with, both by the County, in the event the subcontracted services to fulfill the terms and conditions of the agreement are agreed upon by the City and the County.
17. Inability to Fulfill Contract: It is understood that the County will notify the liaison of the City immediately upon determination that any malady or occurrence has taken place which would, in any way affect or alter the duties, responsibilities, authorities, relationships, or ability of the County to fulfill the provisions of this agreement in a timely manner and as prescribed herein.
18. Liability: Each party shall bear its own liability and responsibility for the actions of its employees, officers, agents, and assigns in connection with 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.
19. Execution: Each party has full power and authority to enter into and perform this agreement, and the person signing this agreement, understands it and agrees to be bound by it.

IN WITNESS WHEREOF, the undersigned parties to this contract caused this contract to be entered into on the date first written.

Dated this ___ of _____, 2024

City of Donnelly

By: Susan Dorris, Mayor

Dated this 1 of April, 2024

Valley County Board of County Commissioners

Elting M. Hasbrouck

By: Elting Hasbrouck, Chairman, BOCC

Neal Thompson

By: Neal Thompson, Commissioner

Sherry Maupin

By: Sherry Maupin, Commissioner

ATTEST:

Doug Miller
Doug Miller, Valley County Clerk

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 24-16

Meeting Date 05/20/2024

Action Item

AGENDA ITEM INFORMATION

SUBJECT: <i>Airport Gate</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:

Vandalization of the airport last fall, led to the decision to lock the gate in the northwest corner. Howard Nau is requesting that he be able to double lock the gate for quicker access to his property from the airport.

RECOMMENDED ACTION:

Approve or deny access through the northwest gate to Howard Nau by double locking the gate.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 24-17
Meeting Date 05/20/24

Action Item

AGENDA ITEM INFORMATION

SUBJECT: <i>Parks and Recreation Lawnmower/Trailer Purchase</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	Clerk/Treasurer		
	Public Works		
COST IMPACT:	\$16,000 *budgeted		
FUNDING SOURCE:	General Funds (parks)		
TIMELINE:			

SUMMARY STATEMENT:

The purchase of a new lawnmower and utility trailer for the city parks.

The funds for these purchases was budgeted and approved for in the FY24 budget.

RECOMMENDED ACTION:

Approve the purchase of lawnmower and utility trailer not to exceed \$16,000.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number

AB 24-18

Meeting Date 05/20/24

AGENDA ITEM INFORMATION

SUBJECT: <i>Agreement for Planning Services Land Consultants, Inc.</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:

Current agreement for Planning Services has expired. This new agreement would extend the services until December of 2025.

RECOMMENDED ACTION:

Approve Agreement for Planning Services 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 ____ day of _____, 2024.

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, Land Use Planning 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, 2024, and shall end on December 31, 2025, unless extended by motion of the City Council and agreed to by CONTRACTOR. 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 December 31, 2025.

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 OWNER 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

TASK LIST

1. Assist with Impact Area Negotiations.
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.



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 14, 2024

Utility Billings: As of Tuesday, May 14, 2024, there is \$1,291.79(10) past due 30 days or more, in water billings.

Local Option Tax: April Receipts (March Tax) \$9,829.41

Airport: Open
Inspection

Clerk: LOT Committee – May 21st

Donnelly Depot Center:

Parks & Recreation: Tennis Courts, Rest Area, Boat Docks, Campground - OPEN
Camp Host

Planning & Zoning: Comprehensive Plan Update

Road & Streets: Dust Abatement, Tuesday, May 21st

Water:

Office Closures: May 27, 2024 – Memorial Day

Upcoming Meeting Dates: June 17, 2024, City Council Meeting