

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

# AGENDA CITY COUNCIL MEETING

Monday, April 21<sup>st</sup>, 2025, 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 – March 17, 2025

Vouchers –March 13, 2025, thru April 14, 2025

Treasurer Report – March 2025

Payroll Summary –March 20, April 3, 5, 17, 2025

### PUBLIC COMMENT:

The public may wish to bring forward and discuss any subject **Not already on the agenda**. 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:

### PUBLIC HEARING:

Amending Title 18 "Zoning"-published in the Star News March 27 and April 3, 2025

- City Council will take testimony on amending Title 18 "Zoning", Chapter 30 "General Development Standards", Section 040 "Infrastructure"; Title 18 "Zoning", Chapter 90 "Parking and Loading", Section 030 "Parking Space Requirements" Paragraph D "Commercial, Professional, Service, Recreation and Entertainment", Title 18 "Zoning", Chapter 135, "Design Review", Section 050 "Criteria for Review", Providing for a Severability Clause; and Providing an Effective Date.

### **AB 25-14 Amending Title 18 "Zoning" (Action Item)**

### **AB 25-15 Ordinance No. 267, Amending Title 18 "Zoning" (Action Item)**

- Ordinance No. 267 – Amending Title 18 "Zoning", Chapter 30 "General Development Standards", Section 040 "Infrastructure"; Title 18 "Zoning", Chapter 90 "Parking and Loading", Section 030 "Parking Space Requirements" Paragraph D "Commercial, Professional, Service, Recreation and Entertainment", Title 18 "Zoning", Chapter 135, "Design Review", Section 050 "Criteria for Review", Providing for a Severability Clause; and Providing an Effective Date.

**AGENDA  
CITY COUNCIL  
MEETING**

**Monday, April 21<sup>st</sup>, 2025, at 6 PM  
Donnelly Community Center**

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**BUSINESS AGENDA (Action Items):**

**AB 25-16** 141 W State Street-Lot Line Adjustment RPD0069001014A (141 West State Street)/  
RPD00690010150 (City Donnelly)

**AB 25-17** City Engineer Services – Request for Qualifications

**AB 25-18** Annual Audit Presentation – Zwygart John & Associates, PLLC

**AB 25-19** Agreement for Public Works Services – John Stone

**AB 25-20** Agreement & MOU Service Contract Valley County – Weed Control

**AB 25-21** Children Pedestrian Safety Walkway Bids

**AB 25-22** Resolution 25-003 Children Pedestrian Safety Walkway

**AB 25-23** General Funds Transfer to LGIP Accounts

**WORKSHOP:**

Personnel Policy

**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.



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**CITY COUNCIL**  
**Monday, March 17, 2025, at 6:00 PM**  
**Donnelly Community Center**  
**MINUTES**

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

**Roll Call:** Mayor Dorris, Councilmember Davenport, Councilmember Minshall, Councilmember Fuller, and Clerk Clemens present. Councilmember Spade absent.

Mayor Dorris lead Pledge of Allegiance.

**CONSENT AGENDA**

**Motion by Davenport, 2<sup>nd</sup> by Minshall** to accept the consent agenda as written. No further discussion, Davenport (yes), Minshall (yes), Fuller (yes). Motion carried.

**PUBLIC COMMENT**

Mayor Dorris asked for any public comment.

No Public Comment

**DISCUSSION ITEMS:**

Stibnite Advisory Council Community Representative – John Sommerwerck.

- Final Record of Decision Issued – project plan approved
- Permitting required for construction – Burntlog Road/Electrical Infrastructure Upgrades

**BUSINESS AGENDA (Action Items)**

**AB 25-18 Budget Public Hearing – August 18, 2025**

- Scheduled FY26 Budget Hearing for August 18, 2025

**Motion by Minshall, 2<sup>nd</sup> by Davenport** to set FY26 Budget Hearing for August 18, 2025. No further discussion, Davenport (yes), Minshall (yes), Fuller (yes). Motion carried.

**AB 25-12 MOU with Valley County on Pathway – Pathway to School Project (W Roseberry Rd)**

- Agreement part of Valley County Pathway process to allow path to be constructed within the County ROW.

**Motion by Minshall, 2<sup>nd</sup> by Davenport** to accept MOU between the City, Valley County, and Valley County Pathways for Pathway to School Project. No further discussion, Davenport (yes), Minshall (yes), Fuller (yes). Motion carried



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**CITY COUNCIL**  
**Monday, March 17, 2025, at 6:00 PM**  
**Donnelly Community Center**  
**MINUTES**

**AB 25-13 Property Use Agreement – Pathway to School Project**

- Part of Valley County Pathway process, for construction in county ROW.
- Agreement with property owners for the right and privilege to work on ingress and egress, if necessary, on property.

**Motion by Minshall, 2<sup>nd</sup> by Davenport** to approve moving forward with the Property Use Agreement with Property Owners within the West Roseberry Pathway to School Project. No further discussion, Davenport (yes), Minshall (yes), Fuller (yes). Motion carried.

**STAFF REPORT**

Staff Report was included in the packet.

**ADJOURNMENT**

**Motion by Davenport, 2<sup>nd</sup> by Minshall** to adjourn meeting. No further discussion, Davenport (yes), Minshall (yes), Fuller (yes). Motion carried.

Adjourned at 6:31 p.m.

ATTEST: Lori Clemens, City Clerk

DRAFT



04/14/25  
15:51:05

CITY OF DONNELLY  
Claim Details by Posted Date  
For Claims from 03/13/25 to 04/14/25

Page: 1 of 8  
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
6815	-99222E	170 ADOBE SYSTEMS INC.	19.99						
	Adobe Service								
1	3037419688 02/08/25 Service		19.99			10 41100 620			10190
6844	-99214E	170 ADOBE SYSTEMS INC.	19.99						
	Adobe Service								
1	3066407225 04/08/25 Service		19.99			10 41100 620			10190
	Total for Vendor:		39.98						
6816	-99217E	6 AMAZON	185.87						
	Arbor Day Celebration pencils/erasers/bags								
1	8792266/68 03/04/25 Arbor Day Celebration		185.87			15 41100 922			10190
6845	-99213E	6 AMAZON	108.29						
	Office Supplies/Campground-Boat Dock Supplies								
1	9445025/48 04/03/25 Office Supplies		31.50			10 41100 605			10190
2	4882619 04/03/25 Campground Toilet Paper		76.79			10 44100 451			10190
	Total for Vendor:		294.16						
6823	15347S	8 ANALYTICAL LABORATORIES, INC	55.00						
	Routine Testing								
1	2501370 02/25/25 Routine Testing		55.00			51 43400 560			10100
6848	15372S	8 ANALYTICAL LABORATORIES, INC	55.00						
	Routine Testing								
1	2502257 03/31/25 Routine Testing		55.00			51 43400 560			10100
	Total for Vendor:		110.00						
6820	15348S	12 BLACK MOUNTAIN SOFTWARE	10,266.00						
	annual maintenance fees								
1	INV-03351 03/01/25 bm software		6,672.90			10 41100 621			10100
2	INV-03351 03/01/25 bm software		3,079.80			51 41100 621			10100
3	INV-03351 03/01/25 bm software		513.30			52 41100 621			10100
	Total for Vendor:		10,266.00						

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CITY OF DONNELLY  
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6827	15356S	257 CASCADE HARDWARE	158.97						
Billing									
1	2025-03 03/31/25 Shop Supplies		63.52			10 43010	461		10100
2	2025-03 03/31/25 Safety Equipment		22.48			10 43010	460		10100
3	2025-03 03/31/25 Tools		11.99			10 43010	460		10100
4	2503-29565 03/06/25 DDC Maintenance		60.98			10 44300	432		10100
	Total for Vendor:		158.97						
6828	15357S	169 CODE PUBLISHING COMPANY	1,733.00						
Code Updates-Annual Fees									
1	GC00129690 03/19/25 web hosting for code		539.50			10 41100	621		10100
2	GC00129690 03/19/25 web hosting for code		249.00			51 41100	621		10100
3	GC00129690 03/19/25 web hosting for code		41.50			52 41100	621		10100
4	GC10017067 03/28/25 Code Update_Flood Plain		903.00			10 41100	530		10100
	Total for Vendor:		1,733.00						
6817	-99220E	350 COLUMN SOFTWARE PBC	44.69						
Publications									
2	35F3C404-0 03/10/25 RFQ Engineering Services		44.69			10 41100	530		10190
6829	-99215E	350 COLUMN SOFTWARE PBC	68.18						
Publications									
1	35F3C404-2 03/31/25 Ordinance No 267 _ 2X		68.18		20/21	10 41100	530		10190
	Total for Vendor:		112.87						
6849	15373S	272 DRAKE DIVERSIFIED LLC	375.00						
Monthly Water System Operational Services									
1	2335 04/01/25 Water System Services		375.00			51 41100	360		10100
Monthly CONTRACT FEE									
	Total for Vendor:		375.00						
6830	15358S	46 ED STAUB & SONS	539.43						
Propane									
1	12269287 03/26/25 249 N Corbet Ln #5		408.84			10 43010	416		10100
2	12269268 03/26/25 265 N Corbet Ln #3		130.59			10 43010	416		10100
	Total for Vendor:		539.43						

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6818	-99219E	306 ENABLING ELEMENTS, INC	34.00						
Services									
1	E2500805 03/06/25 Broad Band Pump House		34.00			51 41100	437		10190
6846	-99212E	306 ENABLING ELEMENTS, INC	34.00						
Services									
1	E2501364 04/06/25 Broad Band Pump House		34.00			51 41100	437		10190
	Total for Vendor:		68.00						
6831	15359S	176 FILTRATION TECHNOLOGY	1,452.00						
AQUA MAG									
1	S8719 03/18/25 30 GAL Aqua Mag (2)		1,452.00			51 43400	462		10100
	Total for Vendor:		1,452.00						
6832	15360S	48 FRANKLIN BUILDING SUPPLY CO.	33.15						
Billing									
1	2191981 03/28/25 STOP sign post		33.15			10 43010	900		10100
	Total for Vendor:		33.15						
6826	-99216E	53 GO-DADDY	203.88						
website hosting									
1	3678150341 03/28/25 Word Press Deluxe		203.88			10 41100	620		10190
	Total for Vendor:		203.88						
6833	15361S	63 ICRMP	5,607.00						
FY 2025 1st payment									
1	02044-2025 04/01/25 general liability		3,644.55			10 41100	510		10100
2	02044-2025 04/01/25 general liability		1,682.10			51 41100	510		10100
3	02044-2025 04/01/25 general liability		280.35			52 41100	510		10100
	Total for Vendor:		5,607.00						
6834	15362S	66 IDAHO POWER	1,337.18						
Power Billing									
1	2205677988 03/20/25 City Hall / Maintenance		123.63			10 41100	416		10100
2	2205677988 03/20/25 City Hall / Maintenance		57.06			51 41100	416		10100
3	2205677988 03/20/25 City Hall / Maintenance		9.50			52 41100	416		10100

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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
4	2204034223	03/20/25 Community Center	154.97			10 41100	416		10100
5	2201629405	03/25/25 Kiosk / Rest Area	26.73			10 43010	416		10100
6	2206076560	03/20/25 Fire Pump	310.25			51 41100	416		10100
7	2200223291	03/20/25 Water Supply	25.84			51 41100	416		10100
8	2201910078	03/20/25 Street Lights	141.35			10 43010	416		10100
9	2206228211	03/20/25 Main Street Lights	37.12			10 43010	416		10100
10	2207365186	03/20/25 NW Pump	339.84			51 41100	416		10100
11	2207493590	03/22/25 Camp Host Site	25.59			10 44100	451		10100
12	2201510134	03/20/25 DDC Unit #5	59.46			10 44300	416		10100
13	2208695581	03/25/25 193 FW Gestrin Gazebo	25.84			10 43010	416		10100
		Total for Vendor:	1,337.18						
6835	15363S	166 IDAHO RURAL WATER ASSOCIATION	1,350.00						
		Spring Semester Training							
1	Q2025-53	02/24/25 Pete Training	1,350.00			51 41100	551		10100
		Total for Vendor:	1,350.00						
6836	15364S	95 JERRY'S AUTO PARTS	108.66						
		Billing							
1	440779	03/05/25 CAT Maintenance	42.47			10 43010	434		10100
2	441705	03/12/25 JD Maintenance	66.19			10 43010	434		10100
		Total for Vendor:	108.66						
6850	15374S	999998 KENNETH MINSHALL	148.39						
		Clothing Allowance Reimbursement							
1	D&B-3875	04/02/25 Clothing Reimbursement	148.39			10 43010	553		10100
		Total for Vendor:	148.39						
6821	15349S	165 LAKESHORE DISPOSAL	1,909.91						
		Trash Services							
1	2025.02	02/27/25 Trash Collection	1,693.30			51 41100	414		10100
2	27130853S2	03/01/25 DDC Trash	145.50			10 44300	414		10100
3	2025.02	02/27/25 Overage-Extra Cans	61.90			10 41100	414		10100
4	27130874S2	03/01/25 Overage-Customers	9.21			10 41100	414		10100



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Claim Details by Posted Date  
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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
6852	15375S	165 LAKESHORE DISPOSAL	1,900.70						
Trash Services									
1	2025.03 03/26/25	Trash Collection	1,693.30			51 41100	414		10100
2	27186790S2 04/01/25	DDC Trash	145.50			10 44300	414		10100
3	2025.03 02/27/25	Overage-Extra Cans	61.90			10 41100	414		10100
		Total for Vendor:	3,810.61						
6837	15365S	361 LAND CONSULTANTS, INC	3,500.00						
Consulting Services									
1	2025-206 03/29/25	Infrastructure Requirements	3,500.00			10 41100	330		10100
		Total for Vendor:	3,500.00						
6843	15371S 999998	LORI CLEMENS	50.00						
Reimbursement for City Council Chairs									
1	140511 03/28/25	Chairs	50.00			10 41100	431		10100
		Total for Vendor:	50.00						
6838	15366S	153 MERRICK & CO.	1,580.00						
2023 Water System Facility Plan Ammendment									
126.0070:Task 01									
Payment #7									
1	8214 02/28/25	Facility Plan Ammendment	1,580.00			51 41100	615		10100
		Total for Vendor:	1,580.00						
6819	-99218E	216 MICROSOFT	67.50						
Internet									
1	E0100VJ71E 03/04/25	Email Service	37.50			10 41100	620		10190
2	E0100VJD99 03/04/25	office 365	30.00			10 41100	620		10190
6847	-99211E	216 MICROSOFT	67.50						
Internet									
1	E0100VUJU9 04/04/25	Email Service	37.50			10 41100	620		10190
2	E0100VUPHX 04/04/25	office 365	30.00			10 41100	620		10190
		Total for Vendor:	135.00						

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6839	15367S	154 NORTH LAKE RECREATIONAL SEWER & Contract Sewer Service	8,976.00						
1	95-10-00	04/01/25 Contract Services	8,976.00			52 41100	541		10100
		Total for Vendor:	8,976.00						
6851	15376S	999998 PETE ZWINKEL Spring Conference-Room Reimbursement Testing	688.91						
1	582025	04/04/25 Spring Conference-Room Reimbur	582.91			51 41100	550		10100
2	Class I	04/08/25 Testing	106.00			51 41100	551		10100
		Total for Vendor:	688.91						
6822	15350S	999999 SHANNA RICKERT Reimbursement for plumbing charges in connection with no water at 365 Halferty Street	771.39						
		City Water Meter was frozen							
1	365 Halfer	03/01/25 Reimbursement Costs-Plumbi	771.39			51 43400	433		10100
		Total for Vendor:	771.39						
6854	15377S	199 SHRED-IT/STERICYCLE, INC shredding service	151.37						
1	8010278474	03/25/25 shredding	98.36			10 41100	605		10100
2	8010278474	03/25/25 shredding	45.45			51 41100	605		10100
3	8010278474	03/25/25 shredding	7.56			52 41100	605		10100
		Total for Vendor:	151.37						
6824	15351S	202 SILVER STAR COMMUNICATIONS telephone	83.93						
1	664073	03/01/25 telephone	54.56			10 41100	437		10100
2	664073	03/01/25 telephone	25.18			51 41100	437		10100
3	664073	03/01/25 telephone	4.19			52 41100	437		10100
6840	15368S	202 SILVER STAR COMMUNICATIONS telephone	83.93						
1	664073	04/01/25 telephone	54.56			10 41100	437		10100
2	664073	04/01/25 telephone	25.18			51 41100	437		10100

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Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
3	664073	04/01/25 telephone	4.19			52 41100	437		10100
Total for Vendor:			167.86						
6853	15378S	120 SINCLAIR FLEET TRACK (STINKER)	593.58						
Fuel									
1	2025.03	03/31/25 Dodge 3500	279.65			10 43010	481		10100
2	2025.03	03/31/25 F150	160.63			10 43010	481		10100
4	2025.03	03/31/25 Deere Backhoe	158.06			10 43010	482		10100
5	2025.03	03/31/25 Credit	-4.76			10 43010	482		10100
Total for Vendor:			593.58						
6825	15352S	150 SPARKLIGHT	100.40						
Internet Services									
1	112446547	03/01/25 internet	65.26			10 41100	437		10100
2	112446547	03/01/25 internet	30.12			51 41100	437		10100
3	112446547	03/01/25 internet	5.02			52 41100	437		10100
6855	15379S	150 SPARKLIGHT	100.40						
Internet Services									
1	112446547	04/01/25 internet	65.26			10 41100	437		10100
2	112446547	04/01/25 internet	30.12			51 41100	437		10100
3	112446547	04/01/25 internet	5.02			52 41100	437		10100
Total for Vendor:			200.80						
6841	15369S	351 XEROX FINANCIAL SERVICES	220.82						
Copier Maintenance									
1	40312818	03/15/25 copier maintenace	144.08			10 41100	611		10100
2	40312818	03/15/25 copier maintenace	65.78			51 41100	611		10100
3	40312818	03/15/25 copier maintenace	10.96			52 41100	611		10100
Total for Vendor:			220.82						
6842	15370S	209 YORGASON LAW OFFICES PLLC	525.00						
Correspondence/Emails									
1	468	04/01/25 Legal Fees	525.00			10 41100	320		10100
Total for Vendor:			525.00						
# of Claims			41	Total:	45,309.01	# of Vendors		26	
Total Electronic Claims					853.89				
Total Non-Electronic Claims					44455.12				

\*\* 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. \*\*



04/14/25  
15:50:22

CITY OF DONNELLY  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 3 / 25

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Report ID: B100C

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	2,907.12	19,018.61	64,220.00	64,220.00	45,201.39	30%
111	Council Wages	780.00	4,485.00	9,360.00	9,360.00	4,875.00	48%
112	Mayor Wages	260.00	1,560.00	3,120.00	3,120.00	1,560.00	50%
210	Health	497.30	2,983.76	16,042.00	16,042.00	13,058.24	19%
211	Vision	8.45	50.70	432.00	432.00	381.30	12%
220	Social Security/Medicare	858.56	2,473.86	5,092.00	5,092.00	2,618.14	49%
230	PERSI	457.69	2,891.15	8,974.00	8,974.00	6,082.85	32%
250	Unemployment Insurance	10.46	75.43	600.00	600.00	524.57	13%
260	Workers Compensation	0.00	232.00	1,050.00	1,050.00	818.00	22%
290	Dental	25.98	155.92	1,044.00	1,044.00	888.08	15%
961	Taxes	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
Account Total:		5,805.56	33,926.43	110,934.00	110,934.00	77,007.57	31%
41100 Administration							
310	Audit & Accounting Services	0.00	5,265.00	5,265.00	5,265.00	0.00	100%
320	Attorney/Legal Fees	245.00	3,149.44	28,500.00	28,500.00	25,350.56	11%
321	Economic Development	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
330	Contract - Planning & Zoning	0.00	9,221.60	30,000.00	30,000.00	20,778.40	31%
340	Contract Labor	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
341	Pass Thru Charges	0.00	17,086.10	75,000.00	75,000.00	57,913.90	23%
414	Solid Waste Collection	71.11	313.91	500.00	500.00	186.09	63%
416	Electric & Gas	56.83	2,586.49	6,250.00	6,250.00	3,663.51	41%
431	City Hall Repair & Maint	0.00	3,336.08	5,000.00	5,000.00	1,663.92	67%
436	Cell Phone Mayor/Maintenance	0.00	0.00	1,800.00	1,800.00	1,800.00	0%
437	Telephone, Telecommunications	119.82	730.92	1,850.00	1,850.00	1,119.08	40%
456	Signs	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
510	Insurance - Liability	0.00	3,644.55	7,290.00	7,290.00	3,645.45	50%
520	Dues & Fees	0.00	500.00	1,250.00	1,250.00	750.00	40%
530	Publications	44.69	202.43	900.00	900.00	697.57	22%
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	0.00	458.55	2,500.00	2,500.00	2,041.45	18%
611	Copier Maintenance	0.00	724.22	2,225.00	2,225.00	1,500.78	33%
613	IT - Computer	1,620.74	2,084.97	6,000.00	6,000.00	3,915.03	35%
614	Postage	0.00	146.00	500.00	500.00	354.00	29%
615	Grant Writing	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
620	Software - New	291.37	865.20	2,500.00	2,500.00	1,634.80	35%
621	Software Maintenance Fees	6,672.90	7,495.23	9,500.00	9,500.00	2,004.77	79%
700	Capital Improvements	0.00	2,800.00	4,000.00	4,000.00	1,200.00	70%
930	Reconciliation Discrepancies	0.00	0.88	25.00	25.00	24.12	4%
970	Grant Expense	0.00	0.00	2,500.00	2,500.00	2,500.00	0%
Account Total:		9,122.46	60,611.57	215,455.00	215,455.00	154,843.43	28%
Account Group Total:		14,928.02	94,538.00	326,389.00	326,389.00	231,851.00	29%

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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	85.70	3,500.00	3,500.00	3,414.30	2%
	Account Total:	0.00	85.70	4,000.00	4,000.00	3,914.30	2%
	Account Group Total:	0.00	85.70	4,000.00	4,000.00	3,914.30	2%
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	3,580.66	28,848.48	83,123.00	83,123.00	54,274.52	35%
118	Snow Removal Wages	3,995.60	19,275.83	59,429.00	59,429.00	40,153.17	32%
210	Health	1,449.33	8,481.08	19,600.00	19,600.00	11,118.92	43%
211	Vision	24.63	144.10	360.00	360.00	215.90	40%
220	Social Security/Medicare	579.58	3,681.47	9,938.00	9,938.00	6,256.53	37%
230	PERSI	857.51	5,396.56	12,060.00	12,060.00	6,663.44	45%
250	Unemployment Insurance	27.27	188.36	789.00	789.00	600.64	24%
260	Workers Compensation	0.00	1,523.50	3,834.00	3,834.00	2,310.50	40%
290	Dental	75.77	443.38	594.00	594.00	150.62	75%
340	Contract Labor	0.00	0.00	25,000.00	25,000.00	25,000.00	0%
416	Electric & Gas	0.00	2,041.36	3,500.00	3,500.00	1,458.64	58%
429	Snow Removal Maintenance	0.00	349.73	6,500.00	6,500.00	6,150.27	5%
430	Road & Street Maintenance	0.00	132.96	50,000.00	50,000.00	49,867.04	0%
432	Building Repairs & Maintenance	0.00	619.08	2,750.00	2,750.00	2,130.92	23%
434	Equip. Maintainance	0.00	3,288.46	17,500.00	17,500.00	14,211.54	19%
435	Equipment Lease Payment	0.00	0.00	37,000.00	37,000.00	37,000.00	0%
454	Street Scape	0.00	0.00	3,000.00	3,000.00	3,000.00	0%
455	Sidewalk, Curb, Gutter Maintenance	0.00	0.00	15,000.00	15,000.00	15,000.00	0%
456	Signs	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
460	Small Tools, Equipmen	0.00	379.83	7,500.00	7,500.00	7,120.17	5%
461	Shop Misc Supplies	42.94	257.84	750.00	750.00	492.16	34%
470	Dust Abatement	0.00	0.00	16,000.00	16,000.00	16,000.00	0%
481	Fuel Gas	287.00	1,466.21	3,250.00	3,250.00	1,783.79	45%
482	Diesel - Winter	880.89	1,017.25	6,200.00	6,200.00	5,182.75	16%
483	Diesel - Summer	0.00	727.33	6,200.00	6,200.00	5,472.67	12%
520	Dues & Fees	0.00	0.00	350.00	350.00	350.00	0%
530	Publications	0.00	171.24	175.00	175.00	3.76	98%
553	Clothing Reimbursement	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
700	Capital Improvements	0.00	15,021.47	100,000.00	100,000.00	84,978.53	15%
900	Public Safety	0.00	53.82	5,000.00	5,000.00	4,946.18	1%
970	Grant Expense	0.00	0.00	100,000.00	100,000.00	100,000.00	0%
	Account Total:	11,801.18	93,509.34	602,402.00	602,402.00	508,892.66	16%
	Account Group Total:	11,801.18	93,509.34	609,902.00	609,902.00	516,392.66	15%

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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	0.00	2,352.05	31,512.00	31,512.00	29,159.95	7%
119	Airport Maint Wages	0.00	3,403.66	8,200.00	8,200.00	4,796.34	42%
210	Health	0.00	953.85	3,346.00	3,346.00	2,392.15	29%
211	Vision	0.00	16.20	119.00	119.00	102.80	14%
220	Social Security/Medicare	0.00	440.31	2,244.00	2,244.00	1,803.69	20%
230	PERSI	0.00	666.86	2,869.00	2,869.00	2,202.14	23%
250	Unemployment Insurance	0.00	23.07	183.00	183.00	159.93	13%
260	Workers Compensation	0.00	562.00	1,467.00	1,467.00	905.00	38%
290	Dental	0.00	49.89	348.00	348.00	298.11	14%
438	City Park Improvements	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
450	Racquet Court Maintenance	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
451	Campground/Boatdock Maintenance	0.00	248.64	4,500.00	4,500.00	4,251.36	6%
452	City Park Maintenance	0.00	60.97	1,250.00	1,250.00	1,189.03	5%
453	Rest Area/Kiosk Maintenance	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
456	Signs	0.00	0.00	500.00	500.00	500.00	0%
460	Small Tools, Equipmen	0.00	0.00	7,500.00	7,500.00	7,500.00	0%
700	Capital Improvements	0.00	406.25	4,500.00	4,500.00	4,093.75	9%
900	Public Safety	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
925	Aiport Maintenance	0.00	0.00	2,500.00	2,500.00	2,500.00	0%
	Account Total:	0.00	9,183.75	89,038.00	89,038.00	79,854.25	10%
44300 Depot							
414	Solid Waste Collection	145.50	727.50	3,250.00	3,250.00	2,522.50	22%
415	Water and Sewer	0.00	0.00	6,000.00	6,000.00	6,000.00	0%
416	Electric & Gas	0.00	242.02	1,000.00	1,000.00	757.98	24%
432	Building Repairs & Maintenance	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
700	Capital Improvements	0.00	0.00	22,500.00	22,500.00	22,500.00	0%
960	Solid Waste Transfer Site Tax	0.00	0.00	500.00	500.00	500.00	0%
	Account Total:	145.50	969.52	38,250.00	38,250.00	37,280.48	3%
	Account Group Total:	145.50	10,153.27	127,288.00	127,288.00	117,134.73	8%
	Fund Total:	26,874.70	198,286.31	1,067,579.00	1,067,579.00	869,292.69	19%
15 LOT FUND							
41000 GENERAL GOVERNMENT							
41100 Administration							
922	Local Option Tax Expense	185.87	40,258.22	350,000.00	350,000.00	309,741.78	12%
	Account Total:	185.87	40,258.22	350,000.00	350,000.00	309,741.78	12%
	Account Group Total:	185.87	40,258.22	350,000.00	350,000.00	309,741.78	12%
	Fund Total:	185.87	40,258.22	350,000.00	350,000.00	309,741.78	12%

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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	1,341.61	8,776.84	29,640.00	29,640.00	20,863.16	30%
111	Council Wages	360.00	2,070.00	4,320.00	4,320.00	2,250.00	48%
112	Mayor Wages	120.00	720.00	1,440.00	1,440.00	720.00	50%
115	Water & Sewer Wages	4,887.63	27,756.14	63,336.00	63,336.00	35,579.86	44%
210	Health	1,067.44	5,630.75	11,586.00	11,586.00	5,955.25	49%
211	Vision	18.15	95.76	312.00	312.00	216.24	31%
220	Social Security/Medicare	513.28	3,008.37	8,850.00	8,850.00	5,841.63	34%
230	PERSI	773.32	4,434.79	9,268.00	9,268.00	4,833.21	48%
250	Unemployment Insurance	22.40	141.27	501.00	501.00	359.73	28%
260	Workers Compensation	0.00	946.50	2,478.00	2,478.00	1,531.50	38%
290	Dental	55.83	294.50	754.00	754.00	459.50	39%
	Account Total:	9,159.66	53,874.92	132,485.00	132,485.00	78,610.08	41%
41100 Administration							
310	Audit & Accounting Services	0.00	2,430.00	2,430.00	2,430.00	0.00	100%
320	Attorney/Legal Fees	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
351	Maintenance Contractor	0.00	0.00	4,000.00	4,000.00	4,000.00	0%
360	Water Operator	0.00	1,875.00	6,750.00	6,750.00	4,875.00	28%
414	Solid Waste Collection	1,693.30	8,331.20	25,000.00	25,000.00	16,668.80	33%
416	Electric & Gas	0.00	3,407.37	9,250.00	9,250.00	5,842.63	37%
435	Equipment Lease Payment	0.00	0.00	3,500.00	3,500.00	3,500.00	0%
436	Cell Phone Mayor/Maintenance	0.00	0.00	240.00	240.00	240.00	0%
437	Telephone, Telecommunications	89.30	535.80	1,250.00	1,250.00	714.20	43%
481	Fuel Gas	0.00	0.00	500.00	500.00	500.00	0%
510	Insurance - Liability	0.00	1,682.10	3,365.00	3,365.00	1,682.90	50%
520	Dues & Fees	0.00	141.70	1,500.00	1,500.00	1,358.30	9%
530	Publications	0.00	0.00	400.00	400.00	400.00	0%
550	Travel Reimbursement	0.00	0.00	1,750.00	1,750.00	1,750.00	0%
551	Training & Education	0.00	775.00	2,500.00	2,500.00	1,725.00	31%
590	Late Fee	0.00	0.00	25.00	25.00	25.00	0%
605	Office Supplies	0.00	136.28	1,000.00	1,000.00	863.72	14%
611	Copier Maintenance	0.00	328.90	1,000.00	1,000.00	671.10	33%
614	Postage	0.00	168.00	450.00	450.00	282.00	37%
615	Grant Writing	0.00	41,045.00	100,000.00	100,000.00	58,955.00	41%
620	Software - New	0.00	0.00	1,500.00	1,500.00	1,500.00	0%
621	Software Maintenance Fees	3,079.80	6,116.05	6,750.00	6,750.00	633.95	91%
810	Bond Payments	0.00	1,204.25	21,400.00	21,400.00	20,195.75	6%
	Account Total:	4,862.40	68,176.65	204,560.00	204,560.00	136,383.35	33%
	Account Group Total:	14,022.06	122,051.57	337,045.00	337,045.00	214,993.43	36%
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%



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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	771.39	2,880.90	50,000.00	50,000.00	47,119.10	6%
434	Equip. Maintenance	0.00	2,687.71	7,500.00	7,500.00	4,812.29	36%
462	Chemicals	0.00	829.20	7,500.00	7,500.00	6,670.80	11%
463	Small tools and supplies for Water	0.00	302.49	5,250.00	5,250.00	4,947.51	6%
560	Tests	55.00	275.00	2,250.00	2,250.00	1,975.00	12%
700	Capital Improvements	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
710	Meter Equipment Purchased	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
	Account Total:	826.39	6,975.30	87,500.00	87,500.00	80,524.70	8%
	Account Group Total:	826.39	6,975.30	87,500.00	87,500.00	80,524.70	8%
49000							
49999 Depreciation Expense							
910	Depreciation	0.00	0.00	102,171.00	102,171.00	102,171.00	0%
	Account Total:	0.00	0.00	102,171.00	102,171.00	102,171.00	0%
	Account Group Total:	0.00	0.00	102,171.00	102,171.00	102,171.00	0%
	Fund Total:	14,848.45	129,026.87	526,841.00	526,841.00	397,814.13	24%
52 SEWER							
41000 GENERAL GOVERNMENT							
41010 Personnel							
110	Office Wages	223.28	1,460.62	4,940.00	4,940.00	3,479.38	30%
111	Council Wages	60.00	345.00	720.00	720.00	375.00	48%
112	Mayor Wages	20.00	120.00	240.00	240.00	120.00	50%
115	Water & Sewer Wages	41.71	464.86	1,391.00	1,391.00	926.14	33%
210	Health	45.93	310.56	995.00	995.00	684.44	31%
211	Vision	0.77	5.24	60.00	60.00	54.76	9%
220	Social Security/Medicare	26.37	182.83	927.00	927.00	744.17	20%
230	PERSI	36.39	251.42	1,785.00	1,785.00	1,533.58	14%
250	Unemployment Insurance	0.97	7.67	59.00	59.00	51.33	13%
260	Workers Compensation	0.00	0.00	132.00	132.00	132.00	0%
290	Dental	2.42	16.31	145.00	145.00	128.69	11%
	Account Total:	457.84	3,164.51	11,394.00	11,394.00	8,229.49	28%
41100 Administration							
310	Audit & Accounting Services	0.00	405.00	405.00	405.00	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	0.00	67.31	250.00	250.00	182.69	27%
435	Equipment Lease Payment	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
437	Telephone, Telecommunications	9.21	55.26	200.00	200.00	144.74	28%
481	Fuel Gas	0.00	0.00	50.00	50.00	50.00	0%
510	Insurance - Liability	0.00	280.35	562.00	562.00	281.65	50%
520	Dues & Fees	0.00	0.00	30.00	30.00	30.00	0%
530	Publications	0.00	0.00	50.00	50.00	50.00	0%
541	Monthly Service Agreement-NLSD	8,976.00	53,856.00	140,000.00	140,000.00	86,144.00	38%

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52 SEWER							
605	Office Supplies	0.00	22.68	150.00	150.00	127.32	15%
611	Copier Maintenance	0.00	54.80	150.00	150.00	95.20	37%
614	Postage	0.00	0.00	150.00	150.00	150.00	0%
620	Software - New	0.00	0.00	100.00	100.00	100.00	0%
621	Software Maintenance Fees	513.30	576.55	1,050.00	1,050.00	473.45	55%
810	Bond Payments	0.00	1,118.45	2,000.00	2,000.00	881.55	56%
	Account Total:	9,498.51	56,436.40	156,897.00	156,897.00	100,460.60	36%
	Account Group Total:	9,956.35	59,600.91	168,291.00	168,291.00	108,690.09	35%
49000							
49999	Depreciation Expense						
910	Depreciation	0.00	0.00	33,535.00	33,535.00	33,535.00	0%
	Account Total:	0.00	0.00	33,535.00	33,535.00	33,535.00	0%
	Account Group Total:	0.00	0.00	33,535.00	33,535.00	33,535.00	0%
	Fund Total:	9,956.35	59,600.91	201,826.00	201,826.00	142,225.09	30%
65 PARKS/RECREATION - DES							
41000 GENERAL GOVERNMENT							
41100	Administration						
341	Pass Thru Charges	0.00	75.00	2,500.00	2,500.00	2,425.00	3%
	Account Total:	0.00	75.00	2,500.00	2,500.00	2,425.00	3%
	Account Group Total:	0.00	75.00	2,500.00	2,500.00	2,425.00	3%
	Fund Total:	0.00	75.00	2,500.00	2,500.00	2,425.00	3%
	Grand Total:	51,865.37	427,247.31	2,148,746.00	2,148,746.00	1,721,498.69	20%

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Payroll Summary For Payrolls from 03/20/25 to 04/17/25

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Total for Payroll Checks  
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	Employee	Employer	Amount
	-----	-----	-----
COMA HOURS (Comp Time Accumulated)	12.00		
COMP HOURS (Comp Time Used)	10.00		257.73
J001 HOURS (ROAD&STREET)	266.00		6,487.69
J002 HOURS (PARKS)	6.00		134.94
J003 HOURS (WATER OPERATOR)	303.00		8,157.63
J006 HOURS (SNOW REMOVAL)	56.00		1,479.94
J014 HOURS (EQUIP MAINT)	12.00		312.94
J015 HOURS (SHOP/OFFICE)	50.00		1,262.74
MCC HOURS (Mayor & City Council)	400.00		1,600.00
REG HOURS (Regular Time)	205.50		5,743.73
SICK HOURS (Sick Time)	47.00		1,422.01
VACA HOURS (Vacation Time Used)	28.50		746.82
GROSS PAY	27,606.17	0.00	
NET PAY	19,948.69	0.00	
DENTAL INS	0.00	240.00	
FIT	1,928.55	0.00	
HEALTH INS	0.00	4,590.00	
IDAHO SIT	1,296.00	0.00	
MEDICARE	400.27	400.27	
PERSI	1,921.82	3,201.26	
PERSI CHOICE 40	375.00	0.00	
PERSI-3	24.24	40.44	
SOCIAL SECURITY	1,711.60	1,711.60	
UNEMPL. INSUR.	0.00	109.38	
VISION	0.00	78.00	
CHASE BANK	215.51	0.00	
ID FIRST BANK	8,952.54	0.00	
JP MORGAN CHASE	1,500.00	0.00	
STERLING SAVING	4,160.89	0.00	
UMPQUA	4,230.63	0.00	
US BANK	889.12	0.00	
FIT/SIT BASE	25,285.11	0.00	
MEDICARE BASE	27,606.17	0.00	
PERS BASE	26,766.41	0.00	
SOC SEC BASE	27,606.17	0.00	
UN BASE	26,006.17	0.00	
WC BASE	27,606.17	0.00	

Total 10,370.95  
Total Payroll Expense (Gross Pay + Employer Contributions): 37,977.12

Check Summary  
-----

Payroll Checks Prev. Out.	\$3,272.00
Payroll Checks Issued	\$5,296.19
Payroll Checks Redeemed	\$4,400.19
Payroll Checks Outstanding	\$4,168.00
Electronic Checks	\$33,903.50

04/14/25  
15:49:43

CITY OF DONNELLY  
Payroll Summary For Payrolls from 03/20/25 to 04/17/25

Page: 2 of 2  
Report ID: P130

Deductions Accrued		Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	3,423.20	1,251.02	4,674.22		21702
Medicare	800.54	292.56	1,093.10		21702
Unempl. Insur.	109.38	152.75	229.19	32.94	21713
Workers' Comp	0.00				21700
FIT	1,928.55	696.18	2,624.73		21701
IDAHO SIT	1,296.00	499.00	1,795.00		21703
PERSI	5,123.08		5,123.08		21704
DENTAL INS	240.00		160.00	80.00	21706
HEALTH INS	4,590.00		3,060.00	1,530.00	21705
VISION	78.00		52.00	26.00	21705
PERSI CHOICE 40	375.00		375.00		21704
PERSI-3	64.68		64.68		21704
Total Ded.	18,028.43	2,891.51	19,251.00	1,668.94	

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



**DONNELLY CITY COUNCIL  
AGENDA BILL**

169 Halferty Street  
Donnelly, Idaho 83615

**Number AB 25-14**

**Meeting Date 04/21/25**

***Action Item***

AGENDA ITEM INFORMATION			
<b>SUBJECT:</b>  <i>Amending Title 18 "Zoning"</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	Clerk/Treasurer		
	Public Works		
<b>COST IMPACT:</b>			
<b>FUNDING</b>			
<b>SOURCE:</b>			
<b>TIMELINE:</b>			
<b>SUMMARY STATEMENT:</b>  City Council took testimony on amending Title 18 "Zoning", Chapter 30 "General Development Standards", Section 040 "Infrastructure"; Title 18 "Zoning", Chapter 90 "Parking and Loading", Section 030 "Parking Space Requirements" Paragraph D "Commercial, Professional, Service, Recreation and Entertainment", Title 18 "Zoning", Chapter 135, "Design Review", Section 050 "Criteria for Review", Providing for a Severability Clause; and Providing an Effective Date.			
<b>RECOMMENDED ACTION:</b>  <i>Approve the Amending of Title 18 "Zoning"</i>			
<b>RECORD OF COUNCIL ACTION</b>			
<b>MEETING DATE</b>	<b>ACTION</b>		

**DRAFT ORDINANCE NO. 267**

AN ORDINANCE OF THE CITY OF DONNELLY, VALLEY COUNTY, IDAHO, AMENDING TITLE 18 "ZONING", CHAPTER 30 "GENERAL DEVELOPMENT STANDARDS", SECTION 040 "INFRASTRUCTURE"; TITLE 18 "ZONING", CHAPTER 90 "PARKING AND LOADING", SECTION 030 "PARKING SPACE REQUIREMENTS" PARAGRAPH D "COMMERCIAL, PROFESSIONAL, SERVICE, RECREATION AND ENTERTAINMENT"; TITLE 18 "ZONING", CHAPTER 135, DESIGN REVIEW", SECTION 050 CRITERIA FOR REVIEW; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Donnelly, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho; and

WHEREAS, the Mayor and City Council of the City of Donnelly desire to protect the health, safety and welfare of the citizens of Donnelly by updating regulations relating to land use.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DONNELLY, Valley County, Idaho;

Section 1: That Title 18 "Zoning", Chapter 30 "General Development Standards", Section 040 "Infrastructure", is hereby amended with underlined text to be added and strike thru text to be deleted as follows:

18.30.040 Infrastructure.

A. All new structures shall be connected to a central sewer and water system if the structure is within 300 feet of the utilities. No structures or landscaping of any kind shall interfere with access to a utility easement.

B. All new development or major alteration to existing structures shall install utilities underground.

C. All new development shall be required to improve rights-of-way adjacent to or within the development as follows:

1. Alleys shall be required to be paved the full width of the right-of-way.
2. Public roads designated as local roads shall be constructed with curb, gutter and pavement measuring a minimum of 37-feet from the back of curb to back of curb. If development is only occurring on one side of an existing gravel road the pavement section shall be a minimum of 26-feet wide and shall be crowned at the ultimate centerline with no curb or gutter required on the non-developing side.
3. Public roads designated as collector or commercial roads shall be constructed with curbs, gutter and pavement measuring a minimum of 47-feet from the back

of curb to back of curb. If development is only occurring on one side of an existing gravel road the pavement section shall be a minimum of 26-feet wide and shall be crowned at the ultimate centerline with no curb or gutter required on the non-developing side.

4. Private streets shall be constructed with curb, gutter, and pavement with dimensions dependent on the development intensity, as to be approved by the City Council.
5. Drainage facilities shall be designed to be approved by the City Engineer.

Section 2: That Title 18 "Zoning", Chapter 90 "Parking and Loading", Section 030 "Parking Space Requirements", Paragraph D Commercial, Professional, Service, Recreation and Entertainment", is hereby amended with underlined text to be added and strike thru text to be deleted as follows:

D. Commercial, Professional, Service, Recreation and Entertainment. No parking space required under this section shall be located in any right-of-way or public thoroughfare without approval by the Donnelly ~~planning and zoning commission~~ city council.

1. All commercial, general office, professional, service, recreation and entertainment uses, with the exception of the following specified in paragraphs 2 and 3 below, shall provide improved parking in the amount of one parking space for every ~~400~~ 250 square feet of gross building area.
2. Any outdoor area used for display or storage of materials to be sold, leased, rented or otherwise made available to patrons shall be included, at one space for every 1,000 square feet, in the parking requirements for the use.
3. Exceptions to subsection (D)(~~2~~ 1) of this section are as follows:
  - a. Athletic fields, parks, outdoor basketball and tennis courts: one space per 5,000 square feet of gross land area.
  - b. Auditoriums, theaters, sports arenas, and other assembly areas not otherwise regulated herein: one for each four persons at the rated maximum occupancy of the building.
  - c. Automobile service garages: two for each service bay or two for each service employee, whichever is greater.
  - d. Auto rental: one space per vehicle to be rented.
  - e. Automobile sales: one customer space per 5,000 square feet of developed lot area used for display and one for each vehicle displayed.

f. Cartage, express and parcel delivery, trucking companies: one space per each three employees, plus one space per each vehicle maintained, plus one space for each 250 square feet of net floor area within customer service areas.

g. Car wash: two spaces per bay/stall to be used as stacking space, and additional area, as approved by the administrator or the commission, to be provided for drying/vacuuming.

h. Convenience stores: ~~one space for each 100 square feet of net area~~. Spaces adjacent to gasoline pumps shall be included as when determining the total number of on-site parking spaces required.

i. Golf course: two spaces per hole, two per driving range, and two per putting green, plus space as required for any clubhouse.

j. Hotels and motels: one per sleeping room or for every three beds, whichever is greater, plus one space for every two employees.

k. Indoor tennis courts: one space per court, plus spaces as required for accessory uses.

l. Medical Doctor and Dentist Offices (not including chiropractor offices): one space for every ~~500~~ 200 square feet of gross building area.

m. Restaurants and bars: one space for every ~~200~~ 100 square feet of gross building area.

n. Cemetery: one space per full-time employee.

o. Churches and other places of religious assembly: one for each five seats.

p. Hospitals: one for each bed.

q. Libraries: one for each 400 square feet of net area.

r. Post office: one space for every 120 post boxes plus one space for every three employees.

s. Police, ambulance, and fire stations: one space for each vehicle employed plus one space for each employee on shift.

t. Sanitariums, homes for the aged, nursing homes, children's homes, asylums and similar uses: one for each three beds.



u. Uses within the CBD zoning designation may be permitted up to a 50 percent parking reduction if the City Council finds that the proposed use(s) on the site will help stimulate the Central Business District goals for a mix of uses resulting in vehicle trip capture, pedestrian vibrancy and a compact and robust walkable downtown. On street parking shall not be included for determining required spaces to be provided if a reduction is approved.

Section 3: That Title 18 "Zoning", Chapter 135 "Design Review", Section 050 "Criteria for Reviews", is hereby amended with underlined text to be added and strike thru text to be deleted as follows:

18.135.050 Criteria for review

The city council shall use the following criteria in evaluating applications for design review:

A. The siting of proposed buildings, improvements, signs and fences, and other structures which may impact adjacent properties.

B. ~~The proposed improvements are sited to meet the driveway and parking standards of Chapter 18.90 DCC.~~ Unobstructed access for emergency vehicles, snow plows and similar service vehicles is provided and is appropriate for the size of the development.

C. Adequate snow storage is provided. If off-site snow storage is proposed, the designated area shall provide adequate drainage to accommodate the snow. The applicant shall provide written evidence that the snow storage will be permitted at the proposed site.

D. The siting of proposed improvements minimizes interference with natural drainage and is designed to be contained on site.

E. All proposed signs are designed and located ~~according to the standards of Article II of Chapter 18.95 DCC and are to be~~ consistent with the architectural character of the structures.

F. Building design includes weather protection that prevents water from dripping or snow from sliding onto pedestrian or vehicle areas or onto adjacent properties.

G. ~~The architectural style is that of Pioneer Victorian, according to the Donnelly comprehensive plan. Examples of the style can be found in Roseberry.~~ All improvements and uses shall comply with all development regulations within DCC Title 18, "Zoning"

H. Building walls which are exposed to streets are designed proportionally to human scale through the use of stepped building walls, windows, balconies, mixture of materials, textures and color, or other architectural means.

I. Fences and screens are designed to be consistent with the architectural character.

J. The site plan provides for safe and uninhibited pedestrian traffic.

K. Lighting of the site and structures ~~complies with DCC 18.30.070 and all improvements~~ are designed to minimize light ~~and sound~~ impact emanating to other properties.

L. Areas not used for buildings, parking areas, or other improvements ~~are~~ shall be landscaped.

M. Any portion of a self-storage/mini-storage building that faces a street or property line shall be prohibited from utilizing metal siding and shall utilize materials, as to be determined by the city council, that do not portray the stark utilitarian look of metal siding.

N. The site is designed to minimize noise impact emanating to other properties.

Section 4: The provisions of this ordinance are hereby declared to be severable and if any provision of this act or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this ordinance.

Section 5: This ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

Approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025

CITY OF DONNELLY

Valley County, Idaho

\_\_\_\_\_  
Susan Dorris

Mayor, City of Donnelly

ATTEST:

\_\_\_\_\_  
Lori Clemens

City Clerk, City of Donnelly

**DONNELLY CITY COUNCIL  
AGENDA BILL**

169 Halferty Street  
Donnelly, Idaho 83615

**Number AB 25-15**

**Meeting Date 04/21/25**

AGENDA ITEM INFORMATION			
<b>SUBJECT:</b>  <i>Ordinance No. 267, Amending Title 18 "Zoning"</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	Clerk/Treasurer		
	Public Works		
<b>COST IMPACT:</b>			
<b>FUNDING SOURCE:</b>			
<b>TIMELINE:</b>			
<b>SUMMARY STATEMENT:</b>  <p>Ordinance No. 267- Amending Title 18 "Zoning" – Adopting the amendment to Title 18 " Zoning", Chapter 30 "General Development Standards", Section 040 "Infrastructure"; Title 18 "Zoning", Chapter 90 "Parking and Loading", Section 030 "Parking Space Requirements" Paragraph D "Commercial, Professional, Service, Recreation and Entertainment", Title 18 "Zoning", Chapter 135, "Design Review", Section 050 "Criteria for Review", Providing for a Severability Clause; and Providing an Effective Date.</p>			
<b>RECOMMENDED ACTION:</b>  <i>Approve Ordinance No.267 - Amending Title 18 "Zoning"</i>			
<b>RECORD OF COUNCIL ACTION</b>			
<b>MEETING DATE</b>	<b>ACTION</b>		



**DONNELLY CITY COUNCIL  
AGENDA BILL**

**Number**

**AB 25-16**

**Meeting Date 04/21/25**

169 Halferty Street  
Donnelly, Idaho 83615

***Action Item***

**AGENDA ITEM INFORMATION**

***SUBJECT:***

*141 West State Street – Lot Line Adjustment*

***Department Approvals***

***Initials***

***Originator  
or  
Supporter***

Mayor / Council

Clerk/Treasurer

Public Works

***COST IMPACT:***

***FUNDING***

***SOURCE:***

***TIMELINE:***

***SUMMARY STATEMENT:***

On January 27, 2025, City Council Approved AB 25-02, 141 West State Street Design Review (2025-DR-1). A lot line adjustment was agreed upon with a maintenance easement/agreement for lift station/sewer facilities.

The applicant has provided the professional land survey, descriptions and easement for parcels - RPD0069001014A (141 West State Street) - RPD00690010150(City Donnelly) Lot Line Adjustment, including Utility Easement to City of Donnelly.

***RECOMMENDED ACTION:***

***Approve Lot Line Adjustment with Utility Easement***

**RECORD OF COUNCIL ACTION**

***MEETING DATE***   ***ACTION***

Project: R25015  
Date: March 10, 2025

**Description for  
City of Donnelly Utility Easement – Donnelly 4S Properties LLC**

An easement lying in Lot 15 of Block 1 of Townsite of Donnelly, Idaho, filed for record in the office of the Valley County Recorder's Office, Cascade, Idaho in Book 1 of Plats at page 46, lying in the SW  $\frac{1}{4}$  of Section 10, T.16N., R.3E., B.M., Donnelly, Valley County, Idaho, as shown on Record of Survey, filed for record in the office of the Valley County Recorder, Cascade, Idaho under Instrument No. \_\_\_\_\_ and more particularly described as follows:

**BEGINNING** at the Northeast corner of said Lot 15, marked by a 1/2" iron pin; thence along the East boundary of said Lot 15

South 00°18'54" West 92.38 feet to a point marked by a 5/8" iron pin; thence leaving said East boundary

North 89°48'40" West 12.98 feet to a point marked by a 5/8" iron pin; thence

South 45°11'20" West 6.23 feet to a point marked by a 5/8" iron pin; thence

North 44°48'40" West 10.67 feet to a point on the West boundary of said Lot 15, marked by a 5/8" iron pin; thence along said West boundary

North 00°16'23" East 89.32 feet to the Northwest corner of said Lot 15, marked by a 1/2" iron pin; thence along the North boundary of said Lot 15

South 89°36'53" East 25.01 feet to the **POINT OF BEGINNING**,

Said parcel of land contains 2,322 square feet, more or less.



HEADQUARTERS  
1907 17TH ST SE  
MINOT, ND 58701  
701.837.8737

4165 30TH AVE S  
SUITE 100  
FARGO, ND 58104  
701.551.1250

3210 27TH ST W  
SUITE 200  
WILLISTON, ND 58801  
701.577.4127

7661 W RIVERSIDE DR  
SUITE 102  
GARDEN CITY, ID 83714  
208.853.6470

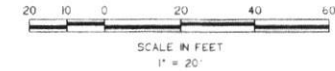
# RECORD OF SURVEY

## PROPERTY LINE ADJUSTMENT FOR

DONNELLY 4S PROPERTIES, LLC

LOTS 13, 14 AND 15, BLOCK 1, TOWNSITE OF DONNELLY,  
LYING IN THE SW 1/4 OF SECTION 10, T.16N., R.3E., BOISE MERIDIAN,  
CITY OF DONNELLY, VALLEY COUNTY, IDAHO.

MARCH 2025 SHEET 1 OF 1



### LEGEND

- SET 5/8" REBAR WITH PLASTIC CAP MARKED LS 18350
- FOUND 1/2" REBAR - AS NOTED
- ORIGINAL LOT LINE
- BOUNDARY LINE
- SECTION LINE
- CALCULATED POINT, NOT SET
- ⊙ FOUND BRASS CAP
- ⊙ FOUND ALUMINUM CAP

### CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, ANTONIO M. CONTI, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF IDAHO, HEREBY ATTEST THAT THIS IS AN ACCURATE REPRESENTATION OF SURVEY AS MADE BY ME OR UNDER MY DIRECTION AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT - IDAHO CODE 55-1801 THROUGH 55-1813. FURTHERMORE I CERTIFY THAT THE RECORD OF SURVEY ESTABLISHES PARCELS THAT MEET THE APPLICABLE REQUIREMENTS OF SECTION 11-04-04.

*Antonio M. Conti*  
ANTONIO M. CONTI, P.L.S. 18350 DATE: 3/4/25



### CERTIFICATE OF COUNTY RECORDER

INSTRUMENT No. \_\_\_\_\_

(STATE OF IDAHO)  
COUNTY OF VALLEY)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF ACKERMAN-ESTVOLD AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

DEPUTY RECORDER \_\_\_\_\_ EX-OFFICIO RECORDER \_\_\_\_\_

LINE TABLE		
LINE	BEARING	LENGTH
L-1	N 89°48'40" W	12.99'
L-2	S 45°11'20" W	6.23'
L-3	N 44°48'40" W	9.96'
L-4	N 44°48'40" W	10.67'

### NOTE

DUE TO WEATHER CONDITIONS, NEW PROPERTY CORNERS WILL BE SET BY MAY 18, 2025.

### NARRATIVE

PURPOSE OF THIS SURVEY IS TO ADJUST THE PROPERTY LINE, LOCATE AND MARK THE PROPERTY CORNERS AS REQUESTED BY OWNER. USED THE FOUND PINS SHOWN ON RECORD OF SURVEY FOR THE MCALL TRUST TO CALCULATE AND SET PROPERTY CORNERS USING BEARINGS AND DISTANCES SHOWN ON THE RECORD OF SURVEY.

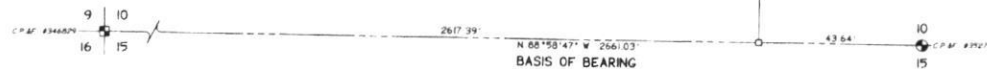
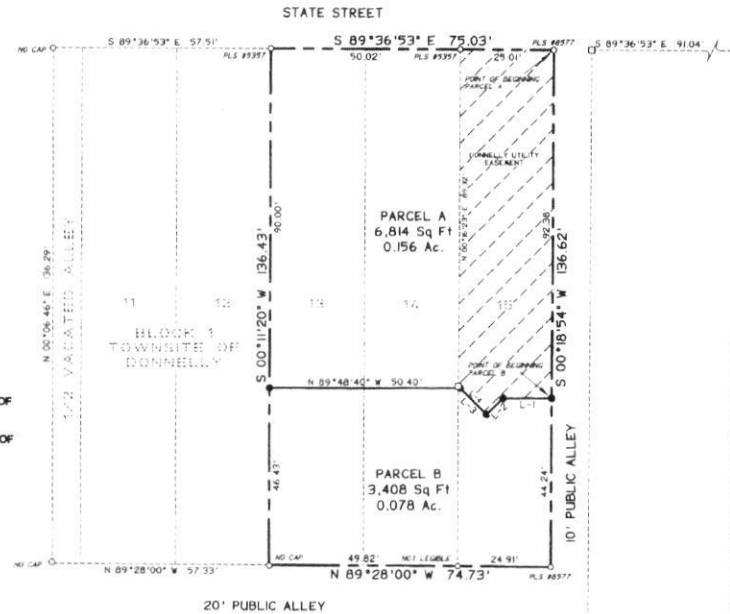
### REFERENCE

1. PLAT OF THE TOWNSITE OF DONNELLY, IDAHO, BOOK 1 OF PLATS AT PAGE 46.
2. RECORD OF SURVEY, BOOK 14 AT PAGE 82 OF RECORD OF SURVEYS.

### ATTENTION

THE RECORDING OF THIS RECORD OF SURVEY DOES NOT ENABLE THE OWNERS OF THE PARCELS TO CONVEY OWNERSHIP BASED SOLELY ON THIS MAP. A WRITTEN CONVEYANCE MUST ACCOMPANY SUCH CHANGE IN OWNERSHIP. THIS RECORD OF SURVEY DOES NOT SERVE AS A LEGAL DESCRIPTION FOR THE PROPERTY SHOWN ON THIS MAP.

ACKERMAN-ESTVOLD, ASSUMES NO LIABILITY FOR PRESENT OR FUTURE COMPLIANCE OR NON-COMPLIANCE WITH THE PLANNING AND ZONING ORDINANCE RESTRICTION AS IT PERTAINS TO BUILDING PERMITS AND THE ISSUANCE THEREOF.



Project: R25015

Date: February 26, 2025

**Description for  
Parcel A – Donnelly 4S Properties LLC**

A parcel of land being a portion of Lots 13, 14 and 15 of Block 1 of Townsite of Donnelly, Idaho, filed for record in the office of the Valley County Recorder's Office, Cascade, Idaho in Book 1 of Plats at page 46, lying in the SW ¼ of Section 10, T.16N., R.3e., B.M., Donnelly, Valley County, Idaho, as shown on Record of Survey, filed for record in the office of the Valley County Recorder, Cascade, Idaho under Instrument No. \_\_\_\_\_ and more particularly described as follows:

**BEGINNING** at the Northeast corner of said Lot 15, marked by a 1/2" iron pin; thence along the East boundary of said Lot 15

South 00°18'54" West 92.38 feet to a point marked by a 5/8" iron pin; thence leaving said East boundary

North 89°48'40" West 12.98 feet to a point marked by a 5/8" iron pin; thence

South 45°11'20" West 6.23 feet to a point marked by a 5/8" iron pin; thence

North 44°48'40" West 9.96 feet to a point marked by a 5/8" iron pin; thence

North 89°48'40" West 50.40 feet to a point on the West boundary of said Lot 13, marked by a 5/8" iron pin; thence along the West boundary of said Lot 13

North 00°11'20" East 90.00 feet to the Northwest corner of said Lot 13, marked by a 1/2" iron pin; thence along the North boundaries of said Lots 13, 14 and 15

South 89°36'53" East 75.03 feet to the **POINT OF BEGINNING**,

Said parcel of land contains 0.156 acres, more or less.



HEADQUARTERS  
1907 17TH ST SE  
MINOT, ND 58701  
701.837.8737

4165 30TH AVE S  
SUITE 100  
FARGO, ND 58104  
701.551.1250

3210 27TH ST W  
SUITE 200  
WILLISTON, ND 58801  
701.577.4127

7661 W RIVERSIDE DR  
SUITE 102  
GARDEN CITY, ID 83714  
208.853.6470



Project: R25015  
Date: February 26, 2025

**Description for  
Parcel B – Donnelly 4S Properties LLC**

A parcel of land being a portion of Lots 13, 14 and 15 of Block 1 of Townsite of Donnelly, Idaho, filed for record in the office of the Valley County Recorder's Office, Cascade, Idaho in Book 1 of Plats at page 46, lying in the SW  $\frac{1}{4}$  of Section 10, T.16N., R.3e., B.M., Donnelly, Valley County, Idaho, as shown on Record of Survey, filed for record in the office of the Valley County Recorder, Cascade, Idaho under Instrument No. \_\_\_\_\_ and more particularly described as follows:

Commencing at the Northeast corner of said Lot 15, marked by a 1/2" iron pin; thence along the East boundary of said Lot 15

South 00°18'54" West 92.38 feet to a point marking the **POINT OF BEGINNING**, marked by a 5/8" iron pin; thence leaving said East boundary

North 89°48'40" West 12.98 feet to a point marked by a 5/8" iron pin; thence

South 45°11'20" West 6.23 feet to a point marked by a 5/8" iron pin; thence

North 44°48'40" West 9.96 feet to a point marked by a 5/8" iron pin; thence

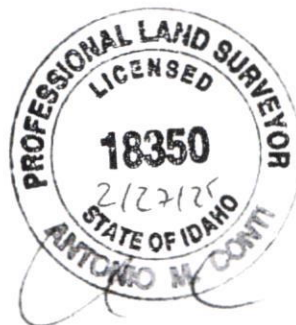
North 89°48'40" West 50.40 feet to a point on the West boundary of said Lot 13, marked by a 5/8" iron pin; thence along the West boundary of said Lot 13

South 00°11'20" West 46.43 feet to the Southwest corner of said Lot 13, marked by a 1/2" iron pin; thence along the South boundaries of said Lots 13, 14 and 15

South 89°28'00" East 74.73 feet to the Southeast corner of said Lot 15, marked by a 1/2" iron pin; thence along said West boundary of Lot 15

North 00°18'54" East 44.24 feet to the **POINT OF BEGINNING**,

Said parcel of land contains 0.078 acres, more or less.



HEADQUARTERS  
1907 17TH ST SE  
MINOT, ND 58701  
701.837.8737

4165 30TH AVE S  
SUITE 100  
FARGO, ND 58104  
701.551.1250

3210 27TH ST W  
SUITE 200  
WILLISTON, ND 58801  
701.577.4127

7661 W RIVERSIDE DR  
SUITE 102  
GARDEN CITY, ID 83714  
208.853.6470

DONNELLY CITY COUNCIL  
AGENDA BILL

Number AB 25-17  
Meeting Date 04/21/2025

169 Halferty Street  
Donnelly, Idaho 83615

Action Item

AGENDA ITEM INFORMATION				
<b>SUBJECT:</b>  <i>Request for Qualifications – City Engineering Services</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
<b>COST IMPACT:</b>				
<b>FUNDING</b>				
<b>SOURCE:</b>				
<b>TIMELINE:</b>				
<b>SUMMARY STATEMENT:</b>  Request for Qualifications for City Engineering Services  Published in Star News March 13 and April 3, 2025  Reviewed by City Staff – Recommendation Keller Associates				
<b>RECOMMENDED ACTION:</b> <i>Award the Engineering Contract to Keller Engineers and Approval for City Attorney to draft a contract for the Mayor to sign</i>				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

**DONNELLY CITY COUNCIL  
AGENDA BILL**

**Number** AB 25-18  
**Meeting Date** 04/21/2025

169 Halferty Street  
Donnelly, Idaho 83615

*Action Item*

AGENDA ITEM INFORMATION				
<b>SUBJECT:</b>  <i>Annual Audit Presentation Zwygart John &amp; Associates, PLLC</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
<b>COST IMPACT:</b>	n/a			
<b>FUNDING SOURCE:</b>				
<b>TIMELINE:</b>				
<b>SUMMARY STATEMENT:</b>  Jordan Zwygart will present the FY2024 Annual Audit Report.				
<b>RECOMMENDED ACTION:</b>  <i>Accept the FY2024 Annual Audit Report</i>				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			



**DONNELLY CITY COUNCIL**  
**AGENDA BILL**

**Number**

**AB 25-19**

**Meeting Date** 04/21/2025

169 Halferty Street  
Donnelly, Idaho 83615

*Action Item*

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b>  <i>Agreement for Public Works Services</i> <i>John Stone</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	Clerk/Treasurer		
	Public Works		
<b>COST IMPACT:</b>			
<b>FUNDING</b>			
<b>SOURCE:</b>			
<b>TIMELINE:</b>			

**SUMMARY STATEMENT:**

John Stone would provide Consulting Services to the City of Donnelly for Public Works

**RECOMMENDED ACTION:**

*Approve Agreement for Planning Services with John Stone*

**RECORD OF COUNCIL ACTION**

<b>MEETING DATE</b>	<b>ACTION</b>

## AGREEMENT FOR PUBLIC WORKS SERVICES

THIS AGREEMENT, made this day as first signed below, by and between the City of Donnelly, Idaho a municipal corporation and John Stone (hereinafter "Consultant").

WHEREAS, the City of Donnelly a municipal corporation duly organized and existing under the general municipal laws of the State of Idaho, desires to retain the services of a public works consultant to serve the City of Donnelly.

WHEREAS, John Stone desires to act as an independent contractor to the City of Donnelly for the purpose of providing public works consulting services.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

### SECTION ONE NATURE OF AGREEMENT

The City appoints, and retains as an independent contractor, pursuant to the authority conferred by upon it and its authorized officers, John Stone as a public works consultant ("Consultant") for the City. The purpose of this Agreement is to provide assistance to the City for water services in the City of Donnelly and other such duties and functions of the type coming the jurisdiction of a municipality and customarily rendered by public works of a city in the State of Idaho under the laws of the State and Idaho and Ordinances of the City of New Donnelly.

### SECTION TWO ACCEPTANCE OF CONTRACT

Consultant accepts the duties as set forth in this agreement and promises and will render to the best of his ability the services exercising that level of professional judgment practiced in the general industry and as described in this agreement.

### SECTION THREE COMPENSATION

As compensation in full for all services to be rendered by Consultant under and pursuant to this agreement, the City shall pay Consultant during the term of this agreement, on the following day of the first City Council meeting of each month, the following sums:

1. The sum of fifty-five dollars (\$55.00) per hour for consultation performed by the Consultant under this agreement. Such work shall be directed by the public works supervisor, the City Clerk, the Mayor and/or City of Donnelly.

### SECTION FOUR

## NONASSIGNABILITY

Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other.

## SECTION FIVE INDEPENDENT CONTRACTOR

Consultant is not an officer, employee or agent of the City. Consultant is engaged as an independent contractor, and will be so deemed for purposes of the following:

1. Consultant will be responsible for payment of any Federal or State taxes required as a result of this contract.
2. Consultant is not entitled to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the Consultant are: vacation, holiday, sick, or other leaves of pay; medical or dental insurance; or retirement benefits.
3. Consultant is an independent contractor for purposes of the Idaho Worker's Compensation laws and is solely liable for worker's compensation coverage under this contract.
4. Substantially all necessary tools, equipment, supplies and all other administrative support expenses will be furnished by the Consultant, except administrative support.

Consultant will not be eligible for any Federal Social Security, State Workman's Compensation or unemployment insurance payment from the City or charged to the City's account.

## SECTION SIX TERMINATION

Consultant acknowledges and agrees that he is an independent contractor and either party may terminate this agreement at any time with or without cause upon thirty days (30) written notice. It is agreed by the parties that no provision of any Employee Personnel Manual or any other oral or written statement of City, or any of its elected officials, officers or employees shall constitute a contract of employment.

In addition, City may terminate or modify this contract, in whole or in part, effective immediately upon delivery of written notice to Consultant, or at such later date as may be established by City under the following conditions.

1. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract;

2. If any professional license, insurance, bond or certificate required by law, regulation or this contract to be held by the Consultant to provide the services required by this contract, if for any reason denied, revoked, suspended, or not renewed;
3. If City has evidence that Consultant, in the course of its duties herein, has endangered or is endangering the health and safety of clients, residents, staff or the public;
4. Falsification of records by Consultant;
5. Failure of the Consultant to comply with the provisions of this contract and all applicable Federal, State or local laws and rules, including applicable building codes and Idaho Administrative Rules.
6. If Consultant fails to provide services as set forth by the City;
7. If Consultant fails to provide services called for by this contract within the time specified;
8. If Consultant or its agents engage in fraud, dishonesty, or any other act of misconduct in the performance of this contract;
9. If continued or repeated justifiable, documented complaints are made against Consultant or its agents for: (a) failure to provide services specified or (b) failure to perform their duties in a courteous and professional manner;
10. If the City Council determines that termination of the contract is in the best interests of the City.

#### SECTION SEVEN MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party.

#### SECTION EIGHT GOVERNING AND COMPLIANCE WITH APPLICABLE LAW.

This contract shall be governed and constructed in accordance with the laws of the State of Idaho without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit, or proceeding between the City and Consultant that arises from or relates to this contract shall be brought and conducted solely and exclusively with the Third Judicial District Court of Valley County for the State of Idaho. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted exclusively within the United States District for Idaho.

Consultant shall comply with all Federal, State, City and local laws and ordinances applicable to the work under this contract.

## SECTION NINE REPORTING

Consultant agrees to prepare and furnish such reports and data as may be required by the City. Consultant agrees to and does hereby grant the City the right to reproduce, use and disclose for City purposes, all or any part of the reports, data, technical information and client information furnished to the City under this contract. Any information or data which comes into possession of Consultant in connection with services provided under this agreement shall become City information and shall not be disclosed by Consultant to anyone outside the City, unless the requester complies with the Idaho Public Records Act.

## SECTION TEN RECORDS MAINTENANCE; ACCESS

Consultant agrees that services provided under this contract by Consultant, facilities used in conjunction with such services, client records, Consultant's policies, procedures, performance data, and other similar documents and records of Consultant that pertain, or may pertain, to services under this contract shall be kept at the office space provided by the City and shall be open for inspection by the City, or its agents, at any reasonable time during business hours. Consultant agrees to retain such records and documents for a period of ten years, or such longer period as may be required by Idaho Code Title 50-907.

## SECTION ELEVEN MISCELLANEOUS TERMS

1. **Indemnity.** Consultant shall defend, save, hold harmless, and indemnify the City, its officers, employees, agents, and members, from all claims, suits, actions or costs including attorney fees and costs of defense resulting from or arising out of the work performed under this contract and arising from the sole or joint negligence of the Consultant. Likewise, subject to the limits of the Idaho Torts Claims Act, City shall save, hold harmless and indemnify Consultant from all claims, suits, actions or costs, including attorney fees and costs of defense resulting of arising out of this contract and arising from the sole negligence of the City.
2. **Nondiscrimination.** Consultant agrees that it shall not discriminate against any person in the performance of this contract, on the grounds of race, color, creed, national origin, sex, marital status, disability or age.
3. **Attorney Fees.** In the event an action, suit, or proceeding, including appeal there from, is brought for failure to observe any of the terms of this contract, the non

prevailing party shall be responsible for the prevailing party's attorney's fees, expenses, costs, and disbursements for said action, suit, proceeding or appeal.

4.     **Amendments.**         The terms of this Contract may be amended upon the mutual consent of the parties. Consultant expressly agrees to amendments which may be necessary from time to time to incorporate changes or provisions required by law or the Division.

5.     **Severability.**         The terms of this Contract are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Contract that results in the invalidity of any part, shall not affect the reminder of this Contract.

Dated\_\_\_\_\_ day of March, 2025

BY: \_\_\_\_\_  
John Stone

CITY OF DONNELLY

BY: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**DONNELLY CITY COUNCIL  
AGENDA BILL**

169 Halferty Street  
Donnelly, Idaho 83615

**Number** AB 25-20

**Meeting Date** 04/21/2025

*Action Item*

**AGENDA ITEM INFORMATION**

***SUBJECT:***

***Agreement & MOU Services Contract  
Valley County – Weed Department***

***Department Approvals***

***Initials***

***Originator  
or  
Supporter***

Mayor / Council

Clerk/Treasurer

Public Works

***COST IMPACT:*** \$1,200.00

***FUNDING***

***SOURCE:***

***TIMELINE:***

***SUMMARY STATEMENT:***

Agreement and MOU Services Contract 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, 2025 through September 30, 2025.
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 \_\_\_\_\_, 2025

City of Donnelly

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By: Susan Dorris, Mayor

Dated this \_\_\_\_ of \_\_\_\_\_, 2025

Valley County Board of County Commissioners

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By: Sherry Maupin, Chairman, BOCC

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By: Neal Thompson, Commissioner

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By: Katlin Caldwell, Commissioner

ATTEST:

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Doug Miller, Valley County Clerk

**DONNELLY CITY COUNCIL  
AGENDA BILL**

169 Halferty Street  
Donnelly, Idaho 83615

**Number** AB 25-21  
**Meeting Date** 04/21/2025

*Action Item*

AGENDA ITEM INFORMATION				
<b>SUBJECT:</b>  <i>Children Pedestrian Safety Walkway Bids</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
<b>COST IMPACT:</b>	\$250,000			
<b>FUNDING SOURCE:</b>	Grant			
<b>TIMELINE:</b>				
<b>SUMMARY STATEMENT:</b>  City of Donnelly was awarded a \$250K grant for a Children Pedestrian Safety Walkway along West Roseberry Road.  LHTAC put this project out to bid and received two bids. Both bids came in over budget.				
<b>RECOMMENDED ACTION:</b>  <i>Reject all bids for the Children Pedestrian Safety Walkway Project.</i>				
<b>RECORD OF COUNCIL ACTION</b>				
<b>MEETING DATE</b>	<b>ACTION</b>			

**DONNELLY CITY COUNCIL  
AGENDA BILL**

169 Halferty Street  
Donnelly, Idaho 83615

**Number AB 25-22**

**Meeting Date 04/21/2025**

***Action Item***

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<b>Resolution 25-003</b> <b>Children Pedestrian Safety Walkway</b>		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
<b>COST IMPACT:</b>	n/a			
<b>FUNDING SOURCE:</b>				
<b>TIMELINE:</b>				

**SUMMARY STATEMENT:**

The City of Donnelly has received grant funds for the purpose of constructing a Children Pedestrian Safety Walkway. This project went out to bid, all bids came in over budget.

It has been determined that the competitive bidding process is not economical as a method to construct the Children Pedestrian Safety Walkway. Idaho Code §67-2805(2)(b)(viii) authorizes a city to determine that an open market process to obtain goods and services in a more economical way to construct the city's walking path.

**RECOMMENDED ACTION:**

*Accept, Approve, Adopt and Authorize Mayor to sign Resolution 2025-003 Children Pedestrian Safety Walkway*

**RECORD OF COUNCIL ACTION**

<b>MEETING DATE</b>	<b>ACTION</b>

CITY OF DONNELLY  
RESOLUTION 2025-003

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DONNELLY, IDAHO DETERMINING THAT THE COMPETITIVE BIDDING PROCESS IS NOT AN ECONOMICAL WAY TO PROCURE THE SERVICES OF BUILDING THE CHILDREN PEDESTRIAN SAFETY WALKWAY AND THAT PROCURING GOODS AND SERVICES ON THE OPEN MARKET IS MORE ECONOMICAL.

WHEREAS, the City of Donnelly has received grant funds for the purpose of constructing a children pedestrian safety walkway; and

WHEREAS, the City of Donnelly has determined that the competitive bidding process is not economical as a method to construct the children pedestrian safety walkway;

WHEREAS, the City of Donnelly, having found as a fact that the bids received under the competitive building process were much more than the amount projected by the engineers assisting the city with the walking path;

WHEREAS, the funding available from the American Rescue Plan Act has a set of regulations that is unique to this funding and does not apply to any other surface transportation project funding. This causes confusion and creates risk for contractors. This confusion and risk can be addressed and mitigated by directly negotiation with contractors, allowing all concerns to be addressed in a manner that is difficult to achieve in an open bidding process;

WHEREAS, Idaho Code §67-2805(2)(b)(viii) authorizes a city to determine that an open market process to obtain goods and services in a more economical way to construct the city's walking path; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Donnelly, Idaho, do hereby declare that the Children Pedestrian Safety Walkway in the city of Donnelly can be performed more economically by purchasing goods and services on the open market and that the competitive bidding process will no longer be used on this project.

Approved by the Mayor and ADOPTED by the City Council of the City of Donnelly, Idaho

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Susan Dorris, Mayor

Attest:

\_\_\_\_\_  
Lori Clemens, City Clerk/Treasurer



**DONNELLY CITY COUNCIL**  
**AGENDA BILL**

**Number** AB 25-23

**Meeting Date** 04/21/2025

169 Halferty Street  
Donnelly, Idaho 83615

*Action Item*

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<b>General Fund Transfer to LGIP Account</b>		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
<b>COST IMPACT:</b>				
<b>FUNDING SOURCE:</b>	Water/Sewer			
<b>TIMELINE:</b>				

**SUMMARY STATEMENT:**

Quarterly transfer of funds from General Checking to the LGIP Sewer Bond (\$4,200) and the LGIP Water Bond (\$4,200) accounts.

**RECOMMENDED ACTION:**

*Approve transfer of funds*

**RECORD OF COUNCIL ACTION**

<b>MEETING DATE</b>	<b>ACTION</b>



## City of Donnelly

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

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To: Mayor & City Council  
From: Lori Clemens, City Clerk  
Re: Staff Report  
Date: April 15, 2025

**Utility Billings:** As of Tuesday, April 15, 2025, there is \$1,394.05 (8) past due (30 days or more), in water billings.

**Local Option Tax:** March Receipts (February Tax) \$11,419.51

**Airport:**

**Clerk:** Local Option Tax Committee  
Budget Workshop - May

**Donnelly Depot Center:**

**Parks & Recreation:** Racquet Court Fence

**Planning & Zoning:** Sign Ordinance  
Area of Impact – Valley County (April 28, 2025)

**Road & Streets:** Future Projects  
FW Gestrin – Rebuild  
Front Street – Resurface

**Water:**

**Office Closures:**

**Upcoming Meeting Dates:** May 19, 2025, City Council Meeting