



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

AGENDA CITY COUNCIL MEETING

**Monday, May 18, 2026, at 6pm
Donnelly Community Center**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIENCE

AGENDA APPROVAL (Action Item)

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

City Council Minutes – April 20, April 27, & May 4, 2026

Vouchers – April 16 thru May 14, 2026

Treasurer Report – April 2026

Payroll Summary – April 30, May 5 and May 14, 2026

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:

BSU Resiliency Group Presentation – Brittany Brand

BUSINESS AGENDA (Action Items):

AB 26-25 Annual Audit Presentation – Zwygart John & Associates, PLLC

AB 26-26 Local Option Tax Application FY27 Award

AB 26-27 Contract for Professional Services – The Building Department, LLC dba Northwest Code Professionals

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.

Office Closures:

Upcoming Meeting Dates: June 15, 2026, City Council Meeting



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CITY COUNCIL
Monday, April 20, 2026, 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 Spade, Councilmember Fuller, and Clerk Clemens present.

Mayor Dorris lead Pledge of Allegiance.

APPROVE AGENDA

April 20, 2026, Agenda presented

Motion by Spade, 2nd by Minshall to approve agenda as presented. No further discussion, Davenport (yes), Minshall (yes), Spade (yes), Fuller (yes). Motion carried.

CONSENT AGENDA

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

PUBLIC COMMENT

Mayor Dorris asked for any public comment.
No public comment.

DISCUSSION ITEMS:

- **Donnelly Rural Fire Protection District – Chief Bonilla**
 - Discussion on DRFPD training within the city
 - Maintenance on city hydrants

PUBLIC HEARING:

Idaho Power Franchise Agreement – published in the Star News April 2 & 9, 2026

- City Council to take testimony on Idaho Power Franchise Agreement
- Mayor Dorris opened the Public Hearing at 6:24pm
- City Clerk Clemens presented the Idaho Power Franchise Agreement
- No Written Comments received
- Mayor Dorris asked for public comment. No public comment.
- Mayor Dorris closed the Public Hearing at 6:25pm



CITY COUNCIL
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AB 26-17 Request to Approve Idaho Power Franchise Agreement

- 1% rate, 10-year term

Motion by Minshall, 2nd by Spade to approve Idaho Power Franchise Agreement.

No further discussion, Davenport (yes), Minshall (yes), Spade (yes), Fuller (yes). Motion carried.

AB 26-18 Ordinance No. 270 - Idaho Power Franchise Fee Agreement

Motion by Minshall, 2nd by Davenport pursuant to Idaho Code Section 50-902, that proposed Ordinance No. 270 pass its first reading by title only. Davenport (yes), Minshall (yes), Fuller (yes), Spade (yes). Motion carried.

Motion by Minshall, 2nd by Davenport pursuant to Idaho Code Section 50-902, that the rule requiring ordinances to be read on three different days with one reading to be in full to be dispensed with and that proposed Ordinance No. 270 be considered read, passed, and adopted after being read by title only. Davenport (yes), Minshall (yes), Fuller (yes), Spade (yes). Motion carried.

- City Clerk read Ordinance No. 270 by title only into record.

Motion by Minshall, 2nd by Davenport to approve City Clerk reading Ordinance No. 270 by title only in to record. Davenport (yes), Minshall (yes), Fuller (yes), Spade (yes). Motion carried.

PUBLIC HEARING:

City Fee Schedule Amendment – published in the Star News April 2 & 9, 2026

- City Fee Schedule pertaining to water fees
- Mayor Dorris opened the Public Hearing at 6:28pm
- City Clerk Clemens presented the proposed City Fees
- No written comments received
- Mayor Dorris asked for public comment. No public comment.
- Mayor Dorris closed the Public Hearing at 6:30pm.

AB 26-19 Request to Approve City Fee Schedule Amendment

- Water Base Rate (per EDU) \$35.28, increase to \$42.55
- Water Connection Fee (per EDU) \$8,440
- Remove Sewer Improvement Fund Fee – Bond has been fulfilled

Motion by Spade, 2nd by Davenport to approve City Fee Schedule Amendment. No further discussion, Davenport (yes), Minshall (yes), Spade (yes), Fuller (yes). Motion carried.



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Monday, April 20, 2026, at 6:00 PM
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AB 26-20 Request to Adopt Resolution 2026-004, City Fee Schedule Amendment

- Request to adopt Resolution 2026-004, City Fee Schedule Amendment

Motion by Spade, 2nd by Fuller to Adopt and Authorize Mayor to sign Resolution No. 2026-004, City Fee Schedule. No further discussion, Davenport (yes), Minshall (yes), Spade (yes), Fuller (yes). Motion carried.

AB 26-21 General Fund Transfer to LGIP Account

- Transfer of funds for General to LGIP Water and Sewer Bond Accounts

Motion by Fuller, 2nd by Davenport to approve transfer of funds. No further discussion. Davenport (yes), Minshall (yes), Spade (yes), Fuller (yes). Motion Carried

AB 26-22 Donald Coski Memorial Airport – Radio Control Flying Club

- Radio Control Flying Club – Jeff Maxwell
 - Request to place 30' X 250' geo textile runway, port-a -potty and install owl boxes at the Donald Coski Memorial Airport
- Council has reservations and safety concerns – active airport, not a good fit

Motion by Davenport, 2nd by Minshall to deny request for 30' X 250' geo textile runway, port-a-potty, and installation of owl boxes at Donald Coski Memorial Airport. No further discussion. Davenport (yes), Minshall (yes), Spade (yes), Fuller (yes). Motion Carried

STAFF REPORT

Staff Report was included in the packet.

ADJOURNMENT

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

Adjourned at 6:59 p.m.

ATTEST: Lori Clemens, City Clerk



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CITY COUNCIL
Monday, April 27, 2026, at 5:30 PM
Donnelly Community Center
MINUTES

Meeting called to order by Council President Davenport at 5:30 p.m.

Roll Call: Councilmember Davenport, Councilmember Minshall, Councilmember Spade, Councilmember Fuller, and Clerk Clemens present.

Council President Davenport lead Pledge of Allegiance.

EXECUTIVE SESSION:

In accordance with Idaho Statute Section 74-206 (1) Subsection (f) the council enters into executive session to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

Motion by Minshall, 2nd by Fuller to enter Executive Session at 5:31pm

Roll Call: Councilmember Davenport, Councilmember Minshall, Councilmember Spade, Councilmember Fuller.

Exit Executive Session at 6:41pm

ADJOURNMENT

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

Adjourned at 6:41 p.m.
ATTEST: Lori Clemens, City Clerk



CITY COUNCIL
Monday, May 4, 2026, at 5:30 PM
Donnelly Community Center
MINUTES

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Meeting called to order by Council President Davenport at 5:30 p.m.

Roll Call: Councilmember Davenport, Councilmember Minshall, Councilmember Spade, Councilmember Fuller, and Clerk Clemens present.

Council President Davenport lead Pledge of Allegiance.

NEW BUSINESS (Action Items)

AB 26-23 REQUEST FOR RECONSIDERATION AND POTENTIAL COUNCIL AMENDMENT TO THE FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR CASE NUMBERS 2026-AN-1, 2026-RZ-1 & 2026-CUP-1, ORIGINALLY APPROVED AND EXECUTED ON MARCH 16, 2026 (MORE COMMONLY KNOWN AS BOULDER CREEK).

- The request for reconsideration was submitted to the city of Donnelly on March 30, 2026, prior to the statutory deadline for submittal, and was subsequently amended by the applicant on April 10, 2026, eleven days after the statutory deadline for submittal. According to the request submitted by Julia Thrower, with MOUNTAIN TOP LAW PLLC, the alleged “Affected Persons” making the request are as follows: Evelyn Adams, Daniel Bade, Melva Bade, Tony Cassetta, Victoria Cassetta, Larry Eld, Susan Dorris, Rex Frazier, Jeff Higgins, Dan Margolis, Lynne Margolis, Bill Picher, Dan Steiner and Dee Verti.
- UDC Administrator, Mark Butler, presented overview of documents included in packet.
- Executive Session was held on April 27, 2026, under Idaho Statue Section 74-206 (1) Subsection (f), with Legal Council

Motion by Minshall, 2nd by Fuller move to deny the request for reconsideration, thereby affirming our original decision, that there is nothing in the submitted request for reconsideration that justifies reconsideration and that the request for reconsideration is meritless other than the error that was discovered in our findings, which does not change our original decision, and therefore I also move that we amend the Findings of Fact and Conclusions of Law for Case No. 2026-AN-1, 2026-RZ-1 & 2026-CUP-1, as presented tonight to correct language inconsistent with the original record, which does not change the original decision. No further discussion, Davenport (yes), Minshall (yes), Spade (yes), Fuller (yes). Motion carried.



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AB 26-24 MARCH 30, 2026, PROTEST OF FEES FOR REQUESTED RECONSIDERATION OF CITY COUNCIL ACTION ON FILE NUMBERS 2026-AN-1, 2026-RZ-1 & 2026-CUP-1 (MORE COMMONLY KNOWN AS BOULDER CREEK) SUBMITTED BY JULIA THROWER, WITH MOUNTAIN TOP LAW PLLC.

- UDC Administrator, Mark Butler, presented overview of documents included in packet.

Motion by Minshall, 2nd by Spade regarding the "Protest of Fees", move that council finds that the fees charged are in accordance with the Donnelly Unified Development Code adopted by the Donnelly City Council on September 15, 2025, as Ordinance No. 0269 and Resolution No. 2025-005 adopted by the Donnelly City Council on August 18, 2025. No further discussion, Davenport (yes), Minshall (yes), Spade (yes), Fuller (yes). Motion carried.

ADJOURNMENT

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

Adjourned at 5:37 p.m.

ATTEST: Lori Clemens, City Clerk

DRAFT

05/14/26
10:13:02

CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 04/16/26 to 05/14/26

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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
7244	-99133E	170 ADOBE SYSTEMS INC.	19.99						
		Adobe Service							
1	3421269434 04/08/26 Service		19.99			10 41100	620		10190
		Total for Vendor:	19.99						
7247	-99130E	6 AMAZON	120.15						
		Supplies							
1	4000250 04/15/26 Office Supplies		29.22			10 41100	605		10190
2	4000250 04/15/26 Boat Dock/Campground Boxes		29.94			10 44100	451		10190
3	4000250 04/15/26 Eye Bolts		60.99			10 44100	453		10190
		Total for Vendor:	120.15						
7248	15715S	8 ANALYTICAL LABORATORIES, INC	55.00						
		Routine Testing							
1	2602455 03/31/26 Routine Testing		55.00			51 43400	560		10100
		Total for Vendor:	55.00						
7249	15716S	10 ASSOCIATION OF IDAHO CITIES	325.00						
		2026 AIC Conference - June							
1	200014473 04/14/26 2026 Spring Training Lori		325.00			10 41100	551		10100
		Total for Vendor:	325.00						
7258	15723S	257 CASCADE HARDWARE	132.12						
		Billing							
1	2026-04 04/30/26 Shop Supplies		66.97			10 43010	461		10100
2	2604-10768 04/06/26 Boat Docks		19.16			10 44100	451		10100
3	2604-11150 04/21/26 Shop Tools		45.99			10 43010	460		10100
		Total for Vendor:	132.12						
7250	15717S 999999	CLARK CUSTOM FABRICATION, LLC	481.23						
		Airport Windssock Fabrication & Welding							
1	2163 03/24/26 Airport Windssock		481.23			10 44100	925		10100
		Total for Vendor:	481.23						

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10:13:02

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7269	15733S	272 DRAKE DIVERSIFIED LLC	375.00						
		Monthly Water System Operational Services							
1	2762 05/01/26	Water System Services	375.00			51 41100	360		10100
		Monthly CONTRACT FEE							
		Total for Vendor:	375.00						
7252	15718S	46 ED STAUB & SONS	130.00						
		Annual Monitor Rent DDC							
1	13997045 04/08/26	Monitor Rent-DDC #3	65.00			10 44300	416		10100
2	13997044 04/08/26	Monitor Rent-DDC #5	65.00			10 44300	416		10100
7259	15724S	46 ED STAUB & SONS	227.74						
		Propane							
1	14043122 04/20/26	265 NJ Corbet LN #5	164.04			10 44300	416		10100
2	14053457 04/21/26	169 Halferty Monitor Rent	63.70			10 43010	416		10100
		Total for Vendor:	357.74						
7245	-99132E	306 ENABLING ELEMENTS, INC	34.00						
		Services							
1	E2508662 04/06/26	Broad Band Pump House	34.00			51 41100	437		10190
		Total for Vendor:	34.00						
7260	15725S	66 IDAHO POWER	1,184.78						
		Power Billing							
1	2205677988 04/20/26	City Hall / Maintenance	98.86			10 41100	416		10100
2	2205677988 04/20/26	City Hall / Maintenance	45.63			51 41100	416		10100
3	2205677988 04/20/26	City Hall / Maintenance	7.60			52 41100	416		10100
4	2204034223 04/20/26	Community Center	82.89			10 41100	416		10100
5	2201629405 04/23/26	Kiosk / Rest Area	26.85			10 43010	416		10100
6	2206076560 04/20/26	Fire Pump	257.01			51 41100	416		10100
7	2200223291 04/20/26	Water Supply	25.84			51 41100	416		10100
8	2201910078 04/20/26	Street Lights	184.03			10 43010	416		10100
9	2206228211 04/20/26	Main Street Lights	13.74			10 43010	416		10100
10	2207365186 04/20/26	NW Pump	330.06			51 41100	416		10100
11	2207493590 04/22/26	Camp Host Site	34.02			10 44100	451		10100
12	2201510134 04/20/26	DDC Unit #5	52.41			10 44300	416		10100

05/14/26
10:13:02

CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 04/16/26 to 05/14/26

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Claim/ Line #	Check Invoice #	Vendor #/Name/ /Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
13	2208695581	04/23/26 193 FW Gestrin Gazebo	25.84			10 43010	416		10100
		Total for Vendor:	1,184.78						
7253	15719S	371 KELLER ASSOCIATES	3,953.75						
Engineering Services									
1	0255212	04/15/26 Water Rate Study	1,550.00			51 41100	325		10100
2	0255211	04/15/26 Water Tank	1,843.75			51 41100	325		10100
3	0255210	04/15/26 General Services 225074-000	560.00			10 41100	340		10100
		Total for Vendor:	3,953.75						
7261	15726S	999999 KESLER CONSTRUCTION INC	610.00						
#503 John Deer Motograder Rental									
1	120894	04/28/26 Grader Rental 12.2 hrs	610.00			10 43010	430		10100
		Total for Vendor:	610.00						
7254	15720S	165 LAKESHORE DISPOSAL	1,979.30						
Trash Services									
1	2026-03	03/26/26 Trash Collection	1,737.58			51 41100	414		10100
2	27863252S2	04/01/26 DDC Trash	152.75			10 44300	414		10100
3	2026-03	03/26/26 Overage-Extra Cans	88.97			51 41100	414		10100
		Total for Vendor:	1,979.30						
7270	15734S	361 LAND CONSULTANTS, INC	2,100.00						
Consulting Services									
1	2026-133	05/03/26 Circle K Gas-DR-2	1,960.00			10 41100	341		10100
2	2026-133	05/03/26 General Consulting	140.00			10 41100	330		10100
		Total for Vendor:	2,100.00						
7246	-99131E	216 MICROSOFT	55.00						
Internet									
1	E0100Z5UJU	04/04/26 Email Service	25.00			10 41100	620		10190
2	E0100Z60KL	04/04/26 office 365	30.00			10 41100	620		10190
7268	-99128E	216 MICROSOFT	55.00						
Internet									
1	E0100ZEOK8	05/04/26 Email Service	25.00			10 41100	620		10190
2	E0100ZENUT	05/04/26 office 365	30.00			10 41100	620		10190
		Total for Vendor:	110.00						

05/14/26
10:13:02

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7267	15732S	154 NORTH LAKE RECREATIONAL SEWER & Contract Sewer Service	8,976.00						
1	95-10-00 05/01/26	Contract Services	8,976.00			52 41100	541		10100
		Total for Vendor:	8,976.00						
7262	15727S	178 ORKIN /SAWYER, INC community center / city hall pest control	149.00						
1	1105716 04/23/26	pest control 1 applications p	149.00			10 41100	431		10100
		Total for Vendor:	149.00						
7263	15728S	101 PAT'S GLASS	170.00						
1	426.41 04/22/26	DDC Door Repair	170.00			10 44300	432		10100
		Total for Vendor:	170.00						
7255	15721S	115 ROCKY MOUNTAIN SIGNS Annual Boat Dock Passes	88.60						
1	29241 03/31/26	Boat Dock Passes	88.60			10 44100	451		10100
		Total for Vendor:	88.60						
7272	15735S	199 SHRED-IT/STERICYCLE, INC shredding service	168.04						
1	8014086260 04/25/26	shredding	109.23			10 41100	605		10100
2	8014086260 04/25/26	shredding	50.42			51 41100	605		10100
3	8014086260 04/25/26	shredding	8.39			52 41100	605		10100
		Total for Vendor:	168.04						
7264	15729S	202 SILVER STAR COMMUNICATIONS telephone	83.93						
1	664073 05/01/26	telephone	54.56			10 41100	437		10100
2	664073 05/01/26	telephone	25.18			51 41100	437		10100
3	664073 05/01/26	telephone	4.19			52 41100	437		10100
		Total for Vendor:	83.93						

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
7271	15736S	120 SINCLAIR FLEET TRACK (STINKER)	449.81						
Fuel									
1	2026.04 04/30/26	F150	138.16			10 43010	481		10100
2	2026.04 04/30/26	Credit	-3.16			10 43010	482		10100
3	2026.04 04/30/26	Grader	287.20			10 43010	482		10100
4	57187 04/20/26	Mower-Small Engine	27.61			10 43010	482		10100
		Total for Vendor:	449.81						
7265	15730S	150 SPARKLIGHT	111.45						
Internet Services									
1	112446547 04/23/26	internet	72.45			10 41100	437		10100
2	112446547 04/23/26	internet	33.44			51 41100	437		10100
3	112446547 04/23/26	internet	5.56			52 41100	437		10100
		Total for Vendor:	111.45						
7257	-99129E	138 USPS	200.00						
Postage									
1	023508 04/30/26	Forever Stamps	78.00			10 41100	614		10190
2	023508 04/30/26	Post Card Stamps	82.00			51 41100	614		10190
3	023508 04/30/26	Post Card Stamps	40.00			52 41100	614		10190
		Total for Vendor:	200.00						
7256	15722S	373 XEROX CORP-XBS CUSTOMER CARE	1.63						
Color Copier Maintenance									
1	IN5317906 04/06/26	copier maintenace	1.06			10 41100	611		10100
2	IN5317906 04/06/26	copier maintenace	0.49			51 41100	611		10100
3	IN5317906 04/06/26	copier maintenace	0.08			52 41100	611		10100
		Total for Vendor:	1.63						
7266	15731S	351 XEROX FINANCIAL SERVICES	468.35						
Copier Maintenance									
1	41903265 04/14/26	copier maintenace	304.43			10 41100	611		10100
2	41903265 04/14/26	copier maintenace	140.51			51 41100	611		10100
3	41903265 04/14/26	copier maintenace	23.41			52 41100	611		10100
		Total for Vendor:	468.35						

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
7273	15737S	209 YORGASON LAW OFFICES PLLC	1,190.00						
Correspondence/Emails									
1	1078 05/01/26	Legal Fees- Reconsideration	595.00			10 41100	320		10100
2	1078 05/01/26	Legal Fees - NLSWRD	280.00			10 41100	320		10100
3	1078 05/01/26	Legal Fees - DRFPD	122.50			10 41100	320		10100
4	1078 05/01/26	legal Fees - General	192.50			10 41100	320		10100
Total for Vendor:			1,190.00						
# of Claims			29	Total:	23,894.87	# of Vendors	22		
Total Electronic Claims			484.14						
Total Non-Electronic Claims			23410.73						

** 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	4,578.95	24,421.59	64,220.00	64,220.00	39,798.41	38%
111	Council Wages	780.00	5,460.00	9,360.00	9,360.00	3,900.00	58%
112	Mayor Wages	260.00	1,820.00	3,120.00	3,120.00	1,300.00	58%
210	Health	524.55	3,672.12	11,208.00	11,208.00	7,535.88	33%
211	Vision	8.44	59.09	330.00	330.00	270.91	18%
220	Social Security/Medicare	429.86	2,425.09	6,855.00	6,855.00	4,429.91	35%
230	PERSI	675.03	3,668.76	8,974.00	8,974.00	5,305.24	41%
250	Unemployment Insurance	22.24	96.68	500.00	500.00	403.32	19%
260	Workers Compensation	0.00	284.00	800.00	800.00	516.00	36%
290	Dental	29.24	204.74	730.00	730.00	525.26	28%
961	Taxes	0.00	0.00	500.00	500.00	500.00	0%
	Account Total:	7,308.31	42,112.07	106,597.00	106,597.00	64,484.93	40%
41100 Administration							
310	Audit & Accounting Services	5,395.00	5,395.00	5,395.00	5,395.00	0.00	100%
320	Attorney/Legal Fees	927.50	3,202.50	28,500.00	28,500.00	25,297.50	11%
321	Economic Development	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
330	Contract - Planning & Zoning	1,540.00	46,525.00	62,500.00	62,500.00	15,975.00	74%
340	Contract Labor	560.00	3,625.00	10,000.00	10,000.00	6,375.00	36%
341	Pass Thru Charges	2,896.25	54,609.11	50,000.00	50,000.00	-4,609.11	109%
414	Solid Waste Collection	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
416	Electric & Gas	629.79	2,678.84	7,250.00	7,250.00	4,571.16	37%
431	City Hall Repair & Maint	0.00	945.00	8,250.00	8,250.00	7,305.00	11%
436	Cell Phone Mayor/Maintenance	0.00	0.00	1,800.00	1,800.00	1,800.00	0%
437	Telephone, Telecommunications	127.01	834.06	2,000.00	2,000.00	1,165.94	42%
456	Signs	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
510	Insurance - Liability	0.00	7,725.90	7,729.00	7,729.00	3.10	100%
520	Dues & Fees	0.00	550.00	1,000.00	1,000.00	450.00	55%
530	Publications	194.61	313.95	4,000.00	4,000.00	3,686.05	8%
550	Travel Reimbursement	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
551	Training & Education	325.00	325.00	2,000.00	2,000.00	1,675.00	16%
552	Meals & Entertainment	0.00	0.00	300.00	300.00	300.00	0%
605	Office Supplies	29.22	819.32	2,000.00	2,000.00	1,180.68	41%
611	Copier Maintenance	154.79	898.30	2,225.00	2,225.00	1,326.70	40%
613	IT - Computer	0.00	300.00	5,000.00	5,000.00	4,700.00	6%
614	Postage	78.00	285.06	750.00	750.00	464.94	38%
615	Grant Writing	0.00	0.00	2,500.00	2,500.00	2,500.00	0%
620	Software - New	74.99	800.69	2,500.00	2,500.00	1,699.31	32%
621	Software Maintenance Fees	0.00	8,468.19	15,250.00	15,250.00	6,781.81	56%
700	Capital Improvements	0.00	0.00	5,500.00	5,500.00	5,500.00	0%
930	Reconciliation Discrepancies	0.00	3.03	25.00	25.00	21.97	12%
970	Grant Expense	0.00	1,500.00	2,500.00	2,500.00	1,000.00	60%
	Account Total:	12,932.16	139,803.95	233,974.00	233,974.00	94,170.05	60%
	Account Group Total:	20,240.47	181,916.02	340,571.00	340,571.00	158,654.98	53%

CITY OF DONNELLY
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For the Accounting Period: 4 / 26

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	1,250.00	1,250.00	1,250.00	0%
	Account Total:	0.00	0.00	1,750.00	1,750.00	1,750.00	0%
	Account Group Total:	0.00	0.00	1,750.00	1,750.00	1,750.00	0%
43000 Public Works							
43000 Public Works							
	700 Capital Improvements	0.00	0.00	4,500.00	4,500.00	4,500.00	0%
	Account Total:	0.00	0.00	4,500.00	4,500.00	4,500.00	0%
43010 Roads and Streets							
	116 Roads & Street Wages	4,764.53	23,779.10	83,123.00	83,123.00	59,343.90	29%
	118 Snow Removal Wages	348.00	3,592.28	59,429.00	59,429.00	55,836.72	6%
	210 Health	559.26	3,938.87	19,600.00	19,600.00	15,661.13	20%
	211 Vision	9.02	63.49	360.00	360.00	296.51	18%
	220 Social Security/Medicare	391.12	2,093.89	9,938.00	9,938.00	7,844.11	21%
	230 PERSI	538.63	2,698.31	12,060.00	12,060.00	9,361.69	22%
	250 Unemployment Insurance	24.85	128.75	789.00	789.00	660.25	16%
	260 Workers Compensation	0.00	1,867.83	3,834.00	3,834.00	1,966.17	49%
	290 Dental	31.19	219.68	879.00	879.00	659.32	25%
	340 Contract Labor	0.00	0.00	15,000.00	15,000.00	15,000.00	0%
	416 Electric & Gas	254.32	1,440.33	4,750.00	4,750.00	3,309.67	30%
	429 Snow Removal Maintenance	0.00	1,082.78	5,000.00	5,000.00	3,917.22	22%
	430 Road & Street Maintenance	0.00	20.99	50,000.00	50,000.00	49,979.01	0%
	432 Building Repairs & Maintenance	0.00	406.66	15,000.00	15,000.00	14,593.34	3%
	434 Equip. Maintainance	0.00	549.21	17,500.00	17,500.00	16,950.79	3%
	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	2,000.00	2,000.00	2,000.00	0%
	455 Sidewalk, Curb, Gutter Maintenance	0.00	0.00	35,000.00	35,000.00	35,000.00	0%
	456 Signs	0.00	351.52	3,500.00	3,500.00	3,148.48	10%
	460 Small Tools, Equipmen	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
	461 Shop Misc Supplies	45.97	151.68	750.00	750.00	598.32	20%
	470 Dust Abatement	0.00	0.00	17,500.00	17,500.00	17,500.00	0%
	481 Fuel Gas	56.67	854.53	4,500.00	4,500.00	3,645.47	19%
	482 Diesel - Winter	0.00	373.18	6,200.00	6,200.00	5,826.82	6%
	483 Diesel - Summer	0.00	0.00	6,200.00	6,200.00	6,200.00	0%
	520 Dues & Fees	0.00	0.00	350.00	350.00	350.00	0%
	530 Publications	0.00	66.23	350.00	350.00	283.77	19%
	553 Clothing Reimbursement	500.00	500.00	2,000.00	2,000.00	1,500.00	25%
	700 Capital Improvements	0.00	17,000.00	150,000.00	150,000.00	133,000.00	11%
	900 Public Safety	0.00	0.00	2,500.00	2,500.00	2,500.00	0%
	970 Grant Expense	0.00	0.00	100,000.00	100,000.00	100,000.00	0%
	Account Total:	7,523.56	61,179.31	670,112.00	670,112.00	608,932.69	9%
	Account Group Total:	7,523.56	61,179.31	674,612.00	674,612.00	613,432.69	9%

CITY OF DONNELLY
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For the Accounting Period: 4 / 26

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	747.60	1,810.03	31,512.00	31,512.00	29,701.97	6%
	119 Airport Maint Wages	58.00	721.55	9,400.00	9,400.00	8,678.45	8%
	210 Health	30.26	118.52	3,346.00	3,346.00	3,227.48	4%
	211 Vision	0.48	1.89	119.00	119.00	117.11	2%
	220 Social Security/Medicare	61.64	193.70	2,244.00	2,244.00	2,050.30	9%
	230 PERSI	37.38	98.14	2,869.00	2,869.00	2,770.86	3%
	250 Unemployment Insurance	3.92	11.86	183.00	183.00	171.14	6%
	260 Workers Compensation	0.00	387.00	1,467.00	1,467.00	1,080.00	26%
	290 Dental	1.68	6.59	348.00	348.00	341.41	2%
	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	158.50	1,170.73	4,500.00	4,500.00	3,329.27	26%
	452 City Park Maintenance	0.00	0.00	1,250.00	1,250.00	1,250.00	0%
	453 Rest Area/Kiosk Maintenance	60.99	60.99	1,000.00	1,000.00	939.01	6%
	456 Signs	0.00	0.00	500.00	500.00	500.00	0%
	460 Small Tools, Equipmen	0.00	0.00	8,250.00	8,250.00	8,250.00	0%
	700 Capital Improvements	0.00	0.00	4,000.00	4,000.00	4,000.00	0%
	900 Public Safety	0.00	0.00	4,000.00	4,000.00	4,000.00	0%
	925 Aiport Maintenance	481.23	481.23	5,000.00	5,000.00	4,518.77	10%
	Account Total:	1,641.68	5,062.23	94,988.00	94,988.00	89,925.77	5%
44300 Depot							
	414 Solid Waste Collection	152.75	916.50	3,000.00	3,000.00	2,083.50	31%
	415 Water and Sewer	0.00	0.00	25.00	25.00	25.00	0%
	416 Electric & Gas	185.56	1,087.84	4,250.00	4,250.00	3,162.16	26%
	432 Building Repairs & Maintenance	0.00	2,196.00	5,000.00	5,000.00	2,804.00	44%
	700 Capital Improvements	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
	960 Solid Waste Transfer Site Tax	0.00	0.00	500.00	500.00	500.00	0%
	Account Total:	338.31	4,200.34	22,775.00	22,775.00	18,574.66	18%
	Account Group Total:	1,979.99	9,262.57	117,763.00	117,763.00	108,500.43	8%
	Fund Total:	29,744.02	252,357.90	1,134,696.00	1,134,696.00	882,338.10	22%
15 LOT FUND							
41000 GENERAL GOVERNMENT							
41100 Administration							
	922 Local Option Tax Expense	8,250.00	55,248.37	350,000.00	350,000.00	294,751.63	16%
	Account Total:	8,250.00	55,248.37	350,000.00	350,000.00	294,751.63	16%
	Account Group Total:	8,250.00	55,248.37	350,000.00	350,000.00	294,751.63	16%
	Fund Total:	8,250.00	55,248.37	350,000.00	350,000.00	294,751.63	16%

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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	2,113.22	11,270.46	29,640.00	29,640.00	18,369.54	38%
111	Council Wages	360.00	2,520.00	4,320.00	4,320.00	1,800.00	58%
112	Mayor Wages	120.00	840.00	1,440.00	1,440.00	600.00	58%
115	Water & Sewer Wages	3,591.16	20,777.92	63,336.00	63,336.00	42,558.08	33%
210	Health	450.15	3,232.29	11,586.00	11,586.00	8,353.71	28%
211	Vision	7.25	52.05	312.00	312.00	259.95	17%
220	Social Security/Medicare	473.09	2,708.83	8,850.00	8,850.00	6,141.17	31%
230	PERSI	477.41	2,641.96	9,268.00	9,268.00	6,626.04	29%
250	Unemployment Insurance	27.74	142.46	501.00	501.00	358.54	28%
260	Workers Compensation	0.00	996.17	2,478.00	2,478.00	1,481.83	40%
290	Dental	25.10	180.22	754.00	754.00	573.78	24%
	Account Total:	7,645.12	45,362.36	132,485.00	132,485.00	87,122.64	34%
41100 Administration							
310	Audit & Accounting Services	2,490.00	2,490.00	2,490.00	2,490.00	0.00	100%
320	Attorney/Legal Fees	0.00	2,660.00	10,000.00	10,000.00	7,340.00	27%
325	Professional Services	4,513.75	29,583.75	65,000.00	65,000.00	35,416.25	46%
351	Maintenance Contractor	330.00	1,705.00	6,500.00	6,500.00	4,795.00	26%
360	Water Operator	375.00	2,250.00	6,250.00	6,250.00	4,000.00	36%
414	Solid Waste Collection	1,826.55	10,817.81	25,000.00	25,000.00	14,182.19	43%
416	Electric & Gas	746.52	4,549.90	9,250.00	9,250.00	4,700.10	49%
435	Equipment Lease Payment	0.00	0.00	4,000.00	4,000.00	4,000.00	0%
436	Cell Phone Mayor/Maintenance	0.00	0.00	600.00	600.00	600.00	0%
437	Telephone, Telecommunications	92.62	617.09	1,350.00	1,350.00	732.91	46%
481	Fuel Gas	0.00	0.00	500.00	500.00	500.00	0%
510	Insurance - Liability	0.00	3,565.80	3,570.00	3,570.00	4.20	100%
520	Dues & Fees	0.00	986.10	1,250.00	1,250.00	263.90	79%
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	2,700.00	2,500.00	2,500.00	-200.00	108%
590	Late Fee	0.00	5.00	25.00	25.00	20.00	20%
605	Office Supplies	0.00	145.04	750.00	750.00	604.96	19%
611	Copier Maintenance	71.44	414.61	1,000.00	1,000.00	585.39	41%
614	Postage	82.00	299.00	450.00	450.00	151.00	66%
620	Software - New	0.00	0.00	1,500.00	1,500.00	1,500.00	0%
621	Software Maintenance Fees	0.00	3,908.40	9,250.00	9,250.00	5,341.60	42%
810	Bond Payments	0.00	612.19	21,400.00	21,400.00	20,787.81	3%
	Account Total:	10,527.88	67,309.69	174,785.00	174,785.00	107,475.31	39%
	Account Group Total:	18,173.00	112,672.05	307,270.00	307,270.00	194,597.95	37%
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	1,379.30	10,355.89	50,000.00	50,000.00	39,644.11	21%
434	Equip. Maintenance	0.00	1,969.16	7,500.00	7,500.00	5,530.84	26%
462	Chemicals	0.00	1,509.88	7,500.00	7,500.00	5,990.12	20%
463	Small tools and supplies for Water	0.00	11.99	5,250.00	5,250.00	5,238.01	0%
560	Tests	55.00	750.00	2,250.00	2,250.00	1,500.00	33%
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	15,000.00	15,000.00	15,000.00	0%
	Account Total:	1,434.30	14,596.92	97,500.00	97,500.00	82,903.08	15%
	Account Group Total:	1,434.30	14,596.92	97,500.00	97,500.00	82,903.08	15%
49000							
49999 Depreciation Expense							
910	Depreciation	0.00	0.00	108,000.00	108,000.00	108,000.00	0%
	Account Total:	0.00	0.00	108,000.00	108,000.00	108,000.00	0%
	Account Group Total:	0.00	0.00	108,000.00	108,000.00	108,000.00	0%
	Fund Total:	19,607.30	127,268.97	512,895.00	512,895.00	385,626.03	25%
52 SEWER							
41000 GENERAL GOVERNMENT							
41010 Personnel							
110	Office Wages	351.84	1,876.02	4,940.00	4,940.00	3,063.98	38%
111	Council Wages	60.00	420.00	720.00	720.00	300.00	58%
112	Mayor Wages	20.00	140.00	240.00	240.00	100.00	58%
115	Water & Sewer Wages	48.72	295.20	1,391.00	1,391.00	1,095.80	21%
210	Health	49.78	336.20	995.00	995.00	658.80	34%
211	Vision	0.81	5.48	60.00	60.00	54.52	9%
220	Social Security/Medicare	36.77	209.04	927.00	927.00	717.96	23%
230	PERSI	57.68	306.15	1,785.00	1,785.00	1,478.85	17%
250	Unemployment Insurance	1.95	8.79	59.00	59.00	50.21	15%
260	Workers Compensation	0.00	0.00	132.00	132.00	132.00	0%
290	Dental	2.79	18.77	145.00	145.00	126.23	13%
	Account Total:	630.34	3,615.65	11,394.00	11,394.00	7,778.35	32%
41100 Administration							
310	Audit & Accounting Services	415.00	415.00	415.00	415.00	0.00	100%
320	Attorney/Legal Fees	0.00	0.00	25,000.00	25,000.00	25,000.00	0%
340	Contract Labor	0.00	0.00	750.00	750.00	750.00	0%
416	Electric & Gas	8.40	51.22	250.00	250.00	198.78	20%
435	Equipment Lease Payment	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
437	Telephone, Telecommunications	9.75	63.06	200.00	200.00	136.94	32%
481	Fuel Gas	0.00	0.00	50.00	50.00	50.00	0%
510	Insurance - Liability	0.00	594.30	596.00	596.00	1.70	100%
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	62,832.00	140,000.00	140,000.00	77,168.00	45%

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Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
52 SEWER							
605	Office Supplies	0.00	24.14	150.00	150.00	125.86	16%
611	Copier Maintenance	11.86	69.03	175.00	175.00	105.97	39%
614	Postage	40.00	121.00	150.00	150.00	29.00	81%
620	Software - New	0.00	0.00	100.00	100.00	100.00	0%
621	Software Maintenance Fees	0.00	651.36	2,000.00	2,000.00	1,348.64	33%
810	Bond Payments	0.00	566.52	2,000.00	2,000.00	1,433.48	28%
	Account Total:	9,461.01	65,387.63	172,916.00	172,916.00	107,528.37	38%
	Account Group Total:	10,091.35	69,003.28	184,310.00	184,310.00	115,306.72	37%
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:	10,091.35	69,003.28	218,310.00	218,310.00	149,306.72	32%
	Grand Total:	67,692.67	503,878.52	2,215,901.00	2,215,901.00	1,712,022.48	23%

Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	6.75		
COMP HOURS (Comp Time Used)	3.00		78.15
J001 HOURS (ROAD&STREET)	111.00		2,924.00
J002 HOURS (PARKS)	18.00		492.50
J003 HOURS (WATER OPERATOR)	66.00		1,863.85
J009 HOURS (AIRPORT)	4.00		116.00
J015 HOURS (SHOP/OFFICE)	4.00		116.00
MCC HOURS (Mayor & City Council)	400.00		1,600.00
PERS HOURS (PTO TIME OFF)	59.00		1,632.66
REG HOURS (Regular Time)	131.00		3,844.86
GROSS PAY	12,668.02	0.00	
NET PAY	9,302.32	0.00	
DENTAL INS	0.00	45.00	
FIT	913.56	0.00	
HEALTH INS	0.00	807.00	
IDAHO SIT	479.00	0.00	
MEDICARE	183.70	183.70	
PERSI	729.78	1,215.62	
PERSI CHOICE 40	250.00	0.00	
PERSI-3	24.24	40.44	
SOCIAL SECURITY	785.42	785.42	
UNEMPL. INSUR.	0.00	53.80	
VISION	0.00	13.00	
CHASE BANK	215.51	0.00	
ID FIRST BANK	6,319.08	0.00	
STERLING SAVING	202.81	0.00	
UMPQUA	340.68	0.00	
US BANK	2,224.24	0.00	
FIT/SIT BASE	11,664.00	0.00	
MEDICARE BASE	12,668.02	0.00	
PERS BASE	10,164.02	0.00	
SOC SEC BASE	12,668.02	0.00	
UN BASE	11,068.02	0.00	
WC BASE	12,668.02	0.00	
Total		3,143.98	
Total Payroll Expense (Gross Pay + Employer Contributions):			15,812.00

Check Summary

Payroll Checks Prev. Out.	\$1,730.00
Payroll Checks Issued	\$1,730.00
Payroll Checks Redeemed	\$1,730.00
Payroll Checks Outstanding	\$1,730.00
Electronic Checks	\$15,085.20

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

Social Security	1,570.84		1,570.84		21702
Medicare	367.40		367.40		21702
Unempl. Insur.	53.80	80.70		134.50	21713
Workers' Comp	0.00				21700
FIT	913.56		913.56		21701
IDAHO SIT	479.00	479.00	671.00	287.00	21703
PERSI	1,945.40		1,945.40		21704
DENTAL INS	45.00	45.00	90.00		21706
HEALTH INS	807.00	807.00	1,614.00		21705
VISION	13.00	13.00	26.00		21705
PERSI CHOICE 40	250.00		250.00		21704
PERSI-3	64.68		64.68		21704
Total Ded.	6,509.68	1,424.70	7,512.88	421.50	

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

**DONNELLY CITY COUNCIL
AGENDA BILL**

Number AB 26-25
Meeting Date 05/18/2026

169 Halferty Street
Donnelly, Idaho 83615

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 FY2025 Annual Audit Report				
RECOMMENDED ACTION: <i>Accept the FY2025 Annual Audit Report</i>				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 26-26

Meeting Date 05/18/2026

Action Item

AGENDA ITEM INFORMATION

SUBJECT: <i>Local Option Tax Application FY27 Award</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	Clerk/Treasurer		
	Public Works		
COST IMPACT:	\$223,810		
FUNDING SOURCE:			
TIMELINE:			

SUMMARY STATEMENT:

April 22, 2026, the Local Option Tax Committee reviewed and made recommendations for all Local Option Tax Applications that were received by April 16, 2026, for the FY27

RECOMMENDED ACTION:

*Review Recommendations from LOT Committee
Accept and Approve Local Option Tax Funding for FY27*

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

DONNELLY CITY COUNCIL

AGENDA BILL

Number

AB 26-27

Meeting Date 05/18/2026

169 Halferty Street
Donnelly, Idaho 83615

Action Item

AGENDA ITEM INFORMATION

SUBJECT: <i>Contract for Professional Services – The Building Department, LLC dba Northwest Code Professionals</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	Clerk/Treasurer		
	Public Works		
COST IMPACT:			
FUNDING SOURCE:			
TIMELINE:			

SUMMARY STATEMENT:

Northwest Code Publishing does the Engineering Reviews for Commercial Building Permits for the City of Donnelly.

RECOMMENDED ACTION:

Approve and Authorize Mayor to Contract for Professional Services with The Building Department, LLC dba Northwest Code Professionals

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF DONNELLY, IDAHO AND

THE BUILDING DEPARTMENT, LLC (dba Northwest Code Professionals)

This Contract is made and entered into this 27th day of April 2026, by and between the City of Donnelly, Idaho, hereinafter called "CITY" and NORTHWEST CODE PROFESSIONALS, an Oregon limited liability company, hereinafter called "NWCP or Contractor".

WITNESSETH:

WHEREAS, CITY wishes to administer its own building inspection program and for that purpose is in need of the services for plans review services by International Code Council (ICC) Certified Plans Examiners.

WHEREAS, NWCP is in the business of providing the services of code officials duly certified ICC< governmental agencies and other parties.

WHEREAS, CITY wishes to obtain from NWCP and NWCP wishes to provide to CITY certain services of plans examiners duly certified on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **TERM.** This Contract shall commence on the 27th day of April 2026, and shall continue in full force and effect until terminated as provided in Section 12.
2. **SERVICES.** The services to be provided by NWCP to CITY under the terms of this Contract shall consist of the following:
 - A. The examination of building plans submitted to NWCP by CITY to ensure their compliance with the current Building codes as adopted by the CITY. NWCP shall review all permit applications submitted to it by CITY and complete a plans review report in a timely fashion, ordinarily within seven (7–10) working days after receipt of all proper complete plans and applications.
 - B. Upon request and instruction by CITY and subject to review and final approval by CITY, provide complete plan review services and perform field inspections of building sites designated by CITY.
 - C. Upon request and instruction by CITY and subject to review and final approval by CITY, conduct inspections during construction to ascertain if the construction is in compliance with the applicable adopted Building Code, CITY Code & Ordinances as per the approved plans. NWCP agrees to make a good faith effort to coordinate its plan review with the CITY Departments upon request.

- D. Meet with permit applicants/holders and/or CITY staff to address and attempt to resolve any issues via remote meetings.
- E. Maintain a permit application, plans review, and filing system in conjunction with CITY staff to ensure that records of all permits and applications are properly maintained by CITY.
- F. Coordinate with other CITY functions and departments for plans and permit application review, permit and Certificate of Occupancy issuance, field enforcement, and compliance with CITY's ordinances and regulations for utilities and land use requirements.

3. **SERVICE PROVIDERS.** NWCP may use employees, agents, or independent contractors to perform the services required by it under the terms of this Contract so long as such employee, agent or independent contractor is properly certified. If any incompatibilities or conflicts arise involving NWCP's employees, agents, or independent contractors, NWCP and CITY agree to meet and make a good-faith attempt to resolve any such incompatibility or conflict.

4. **COMPENSATION.** As compensation for the services to be provided by NWCP to CITY under the terms of this Contract, except for activities or services provided by NWCP to CITY outside of plan review, **fees shall be determined on a per-project basis by NWCP within reasonable comparison to fees charged by regional county building departments**, with a quote provided to CITY for the full plan review fees based upon ICC valuation tables published by the International Code Council each year. CITY will approve the plan review fees in advance of the project work beginning by NWCP.

Plan review fees will be paid in advance of the plan review services provided by NWCP or within thirty calendar days after approval of the proposed plan review fees by CITY. NWCP recommends that CITY charge applicants prior to permit review by NWCP, as NWCP will charge the full permit review fees regardless of whether the permit is paid for or issued by CITY for these services.

Inspection, Site Visit Meeting and Other fees will be paid in full by CITY within 30 business days. Payment to NWCP shall be based on the fees and shall not include or be based on any additional CITY fees the CITY may collect. **For other activities or services provided by NWCP**, CITY shall pay NWCP in accordance with our current hourly rate for plan review work at \$125.00 per hour for secondary permit reviews, changes to reviewed plans, meeting requests, project handling, and administrative time only where required due to changes, special meeting requests or other activities requested and approved by CITY. When travel is required NWCP will be reimbursed by CITY at the actual cost for transportation, hotels, and per-diem costs based upon the federal rates. Hourly and mileage rates may be adjusted by NWCP each year and the new rate schedule provided to CITY on March 1st of each year for approval by CITY prior to the new rates becoming effective on April 1st.

5. **PAYMENT.** Compensation due to NWCP by CITY shall be paid as follows:

- A. NWCP shall submit a billing statement(s) for payment to NWCP monthly, the immediately following month's plans examination approval and CITY shall pay such billing statement(s) within thirty (30) days of receipt. In addition, CITY agrees to pay NWCP a late payment charge of 1.5% per month for any payment over thirty (30) days.
- B. Payment by CITY of any such billing statement shall release CITY from any further payment obligation to NWCP for services performed or expenses incurred as of the date of the billing statement.

6. **CITY'S OBLIGATIONS.** In order to facilitate the services to be provided by NWCP to CITY under the terms of this Contract, CITY agrees to do the following:

- A. Receive all applications and messages and promptly advise NWCP of such receipt. Issue all permits and performs the duties of the authority having jurisdiction for all final discretionary decision-making regarding permit approvals and permit issuance.
- B. Provide a total cost estimate from permit applicants for each project to assist NWCP in determining fees for the project. Information should include the construction type, occupancy type of the building, square footage of the building, and estimated total itemized estimated costs for Electrical, Plumbing, and Mechanical/HVAC work proposed for the project.
- C. Issue permits, collect fees, and provide related administrative services.
- D. Review plans for compliance with CITY'S Development Code, Flood Plane, and other City Department Reviews and other applicable CITY ordinances and requirements and notify NWCP in writing of any concerns or issues by notation on the building plans prior to review by NWCP.

7. **NWCP IDENTIFICATION NUMBER.** NWCP shall furnish CITY with NWCP's employer identification number, as designated by the Internal Revenue Service.

8. **CITY'S REPRESENTATIVE.**

A: CITY'S authorized representative for the purposes of this Contract shall be _____, Director of Planning, Community Development,

B: NWCP'S REPRESENTATIVE. NWCP's authorized representative for the purposes of this Contract shall be Jack Applegate, CEO, 144 East 14th Ave., Eugene, Oregon 97401, phone 541-484-9043, cell 541-729-7791.

10. **NWCP AS INDEPENDENT CONTRACTOR**

- A. NWCP's services shall be provided under the general supervision of CITY or its employees or designees; however, NWCP shall be an independent contractor and shall be entitled to no compensation other than the compensation provided for under Section 4 of this Contract.
- B. NWCP acknowledges that it shall not be entitled to any employee benefits to which an employee of CITY would be entitled and shall be solely responsible for all payments of taxes required by law. If NWCP is found by a court of law or an administrative agency to be an employee of CITY for purposes of taxes or benefits CITY is required to pay for or to employees, CITY shall be entitled to repayment by NWCP to the full extent of any benefits or other remuneration NWCP may receive from CITY as result of said finding and to the full extent of any payments CITY is required to make (to NWCP or to a government entity) as a result of said finding. NWCP shall obtain workers' compensation coverage for its employees and agents as required by Oregon law.
 - a. NWCP hereby represents that to its knowledge no employee of CITY or any partnership or corporation in which a CITY employee has an interest has or will receive any remuneration of any description from NWCP, directly or indirectly, in connection with the letting or performance of this Contract, except as otherwise specifically declared in writing.
- D. Notwithstanding paragraphs 10A, 10B, 10C, or any other paragraph of this Contract, NWCP and its officers, employees, agents, and subcontractors are and shall operate and be considered as agents of CITY for all purposes relating to the **Tort Claims Act noted in, Title 6, Chapter 9.**

11. **SUBCONTRACT - ASSIGNMENTS AND DELEGATION**

- A. Subject to paragraph 10D above. NWCP shall be fully responsible for the acts or omissions of its employees, agents and subcontractors and neither the approval by CITY of any employee, agent or subcontractor of NWCP nor anything contained herein shall be deemed to create any contractual relation between such employee, agent, or subcontractor and CITY.
- B. This Contract, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon CITY and NWCP respectively and their legal representatives and successors. Except as otherwise provided herein, NWCP shall not assign any rights nor delegate any duties incurred by this Contract, or any part hereof without the written consent of CITY, and any assignment or delegation in violation hereof shall be void.

12. **TERMINATION OF CONTRACT.** NWCP or CITY may terminate this Contract at any time upon not less than sixty (60) days prior written notice to the other party. In addition, CITY may terminate this contract upon not less than ten (10) days written notice to NWCP if NWCP breaches any of the terms herein or in the event of any of the following: Insolvency of NWCP;

voluntary or involuntary petition in bankruptcy by or against NWCP; appointment of a receiver or trustee for NWCP; or an assignment for benefit of creditors of NWCP.

13. ACCESS TO RECORDS. CITY shall have access to such books, documents, papers and records of NWCP as are directly pertinent to the services performed under the terms of this Contract for the purpose of conducting an audit or examination or obtaining excerpts and transcripts.
14. FORCE MAJEURE. Neither CITY nor NWCP shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond its control and without fault or negligence on the part of the party so disabled, including, but not limited to: an act of nature or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or suppliers due to such cause; provided that the party so disabled shall within ten (10) days from the beginning of such delay notify the other party in writing of the causes of such delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Performance by the other party of any of the terms of this contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of a party's right to assert or rely upon such terms or rights on any future occasion.
16. ATTORNEYS FEES. In the event suit, action or arbitration is instituted to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party such sum as the court or arbitrator may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.
17. APPLICABLE LAW. This Contract will be governed by the laws of the State of Idaho.
18. CONFLICT BETWEEN TERMS. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Contract and the proposal of NWCP, this Contract shall control and nothing herein shall be considered as an acceptance of the terms of said proposal conflicting herewith.
19. INDEMNIFICATION. NWCP agrees to indemnify and to hold harmless the CITY, its Officers, Employees, and Agents against and from any and all loss, claims, actions, suits, including costs, and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to CITY, NWCP or others, resulting from, arising out of, or in any way connected with NWCP'S acts which are outside the scope of NWCP'S duties to CITY under this Contract or for which NWCP is not eligible for representation and indemnification by CITY under the terms of the Idaho Tort Claims, Title 6 Section 9. NWCP agrees to reasonably assist and help defend all such claims on behalf of the CITY, whether frivolous or not.
20. INSURANCE. Prior to providing any of the services required under the terms of this Contract, NWCP, at NWCP's sole cost and expense, shall secure and continue in force during the term of this Contract the following insurance with an insurance company acceptable to CITY:
 - A. General Liability and Property Damage Insurance with limits of not less than \$1,000,000.00 for personal injury, \$1,000,000.00 for comprehensive automobile

liability, and \$1,000,000.00 for broad form property damage coverage. Satisfactory evidence of such insurance shall be provided to CITY.

B. Workers' Compensation from the State Accident Insurance Fund or from a responsible private carrier. Private insurance shall provide the schedule of employee benefits required by law.

21. ARBITRATION. Any controversy or claim arising out of or relating to this Contract, including without limitation, the making, performance, interpretation, or enforcement of the Contract and any provisions contained herein, shall be settled by binding arbitration in Lane County, Oregon, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

22. COMPLETE CONTRACT. This Contract and any referenced attachments constitute the complete Contract between CITY and NWCP and supersede all prior written or oral discussions or agreements.

SIGNATURES:

City of Donnelly, Idaho

By:

--

Name:

--

Title:

City Representative

Date:

--

THE BUILDING DEPARTMENT, LLC (dba Northwest Code Professionals):

By:

--

Name:

Jack Applegate, CBO, COSS, CHI, CPI, CBO

Title:

CEO/President

Date:

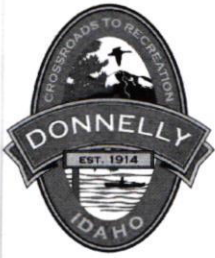
4/23/2026

Fee Schedule A

Explanatory Comments on Fees/Rates:

Plan Review Services:

1. **NWCP will determine Permit Plan Review Fees:** based upon information provided by CITY. Valuation and fees will be determined by NWCP staff, submitted to CITY and Approved by City prior to the start of the plan review services by NWCP.
2. **Any Changes or Additions** to the applicants plans after review has begun, Any Secondary Reviews due to missing or inaccurate information, Meetings requested by CITY regarding projects will be billed at an additional hourly rate of \$125.00/ Hour.
3. **Technology/Handling Fee:** Every plan review project submitted for review by NWCP will incur a technology fee of \$55.00 fee to cover costs of electronic plan review technology and permit review handling by permit staff at NWCP. If plans are submitted in paper form, the actual shipping cost will be invoiced.
4. **Engineering Services:** Where required and approved by City NWCP will incorporate additional review by licensed engineers for complex projects and other projects requiring a licensed design professional. The estimate for this additional review will be provided to CITY in advance and approved in writing by City prior to the Engineering Review. Engineering review rates for changes and secondary plan reviews are \$185.00/HR for PE licensed Engineers and \$225.00 for Licensed Structural Engineer reviews.
5. **Any on-site meeting requests** by City will require NWCP travel, lodging, meals and per-diem which will be charged to CITY at the current Federal Rates and Billed to City. City agrees to reimburse these costs to NWCP within 30 business days.
6. **Services not noted:** Other services requested by City and not covered on this fee explanatory sheet will be individually quoted and approved by City prior to commencing the reimbursable activity. Standard hourly rates noted above will apply for these quotes.



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, 2026

UDC Administrator:

Utility Billings: As of Thursday, May 14, 2026, there is \$519.26 (4) due (30 days or more) \$430.00 (1) shutoff, in water billings.

Local Option Tax: April Receipts (March Tax) \$8,635.32

Airport: Open

Clerk:

Donnelly Depot Center:

Parks & Recreation:

Road & Streets: Dust Abatement, June 2

Water: Jockey Pump Replacement

Office Closures: May 25, 2026 – Memorial Day

Upcoming Meeting Dates: June 15, 2026, City Council Meeting