



Rathdrum

City Council Agenda

April 13, 2016

6:00 p.m.

Location: City Council Chamber
8047 W. Main Street
Rathdrum, ID 83858
(208) 687-0261

WELCOME-PLEASE TURN OFF CELL PHONES- Thank You.

- 1) CALL THE MEETING TO ORDER**
- 2) PLEDGE OF ALLEGIANCE**
- 3) ROLL CALL**
- 4) AMENDMENTS TO THE AGENDA**
- 5) CONSENT CALENDAR APPROVAL**
 - A) Regular Council Minutes of March 09
 - B) Regular and Special Bills as presented
 - C) Amendment to Prairie Sky Development Agreement
 - D) Approval of Surplus of Police Department and Water Department Equipment
- 6) CEREMONIES AND REPORTS**
- 7) VISITORS COMMENTS – An opportunity to address concerns not on the agenda (No formal action allowed – 3 minute time limit per issue) issues may be placed on subsequent agenda. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight’s meeting, if time permitting. Repeated comments of the same or similar topic will be considered out of order and not allowed.**

8) PUBLIC HEARINGS

9) OLD BUSINESS

10) NEW BUSINESS

- A)** Discussion of Urban Renewal District
- B)** Approval of the City Administrator position and job description
- C)** Approval for the Welcome Banners for Main Street
- D)** Approval of School Resource Officer position and job description
- E)** Approval of Generator Maintenance Agreement with Western States
- F)** Approval of rental agreement with Rowand Machinery for Street Sweeper
- G)** Consideration task order No. 16-01 with Welch Comer & Associates for New Rathdrum Water Production well – Bid Phase Services and Construction phase services
- H)** Consider agreement with HMM Engineering for Community Choices Project – School Zone Flashing RRFB Crosswalk Signs
- I)** Approval of contract with Chris Hansen for additional cleaning of the Mountain after the wind storm
- J)** Approval of Contact with Jerry Mason in regards to Impact Fees
- K)** Set the date for the Budget Public Hearing

11) STAFF REPORTS

- Finance Reporting
- Park and Recreation Reporting
- Police Reporting
- Public Works Reporting

12) MAYOR'S REPORT/APPOINTMENTS

- Child Abuse Prevention Proclamation
- Appointment for Citizen Development Advisory Committee

13) COUNCIL REPORTS

14) ADJOURN

Rathdrum City Hall is an ADA accessible building. Assistance for persons with disabilities will be provided upon 24-hours' notice prior to the meeting.



City of Rathdrum Council Meeting

April 13, 2016

Executive Agenda Summary

TO: Mayor Vic Holmes
Council President Fred Meckel
Councilors Paula Laws, Mark Worthen and Debbie Holmes

FROM: Melissa Taylor, Finance Director/Treasurer

CC: Department Heads

5) Consent Calendar

- A) Regular Council Minutes of March 09, 2016- For your review
- B) Regular & Special Bills- For your review
- C) Amendment to Prairie Sky Development Agreement- Prairie Sky Phases 2, 3, 4 and 5 was approved by City Council on December 9, 2015. As part of the process for Preliminary Plats, Prairie Sky Phases 2, 3, 4 and 5 needs to amend their existing Development Agreement with the City.
- D) Approval of Surplus of Police Department and Water Department Equipment- See memo in packet.

6) Ceremonies & Reports

None

7) Visitors Comments

8) Public Hearings

9) Old Business

10) New Business

- A) Discussion of Urban Renewal District

City Staff and the Mayor have been meeting with the Economic Development Committee to see if an Urban Renewal District could benefit the City of Rathdrum.

B) Approval of City Administrator Position and Job Description

City Staff and the Mayor have put together a draft Job Description for your review and approval. This information was compiled with other local Cities Job Descriptions and the assessment of the City of Rathdrum needs.

C) Approval for the Welcome Banners for Main Street

Parks & Recreation Director Singer has proposed to replace the City Banners that are located on the light posts on Main Street. The current banners are very old and deteriorating. We would like to continue beautifying our City and are proposing replacing the Banners with new ones. Funding would be shared between all City Departments as well as the Council Discretionary Fund.

D) Approval of School Resource Officer Position and Job Description

With the School levy passing we are moving forward with the hiring of an SRO officer. The Lakeland School District will fund \$35,000 of the annual salary. This officer would work primarily in the schools (Junior High, High School, STEM, KTEC and NIC- when completed) covering major sporting events, major dances and any other school events.

E) Approval of Generator Maintenance Agreement with Western States

The Agreement is for maintenance and inspection of the City's 4 large generators which will be inspected approximately every six months and a report will be compiled.

F) Approval of Rental Agreement with Rowand Machinery for Street Sweeper

The proposed Street Sweeper Rental Agreement is one that we do yearly each spring for 1-2 weeks to more efficiently broadcast left behind winter debris from our streets.

G) Consideration Task Order No. 16-01 with Welch Comer & Associates for New Rathdrum Water Production well – See memo and attached documentation in Council Packet.

H) Consideration of agreement with HMM Engineering for Community Choices Project-School Zone Flashing RRFB Crosswalk Signs – The 5 sets of RRFB Solar-Powered Flashing School-Zone Crosswalk signs were ordered from Traffic Safety Supply Company in March 2016. We anticipate receiving the sign systems by late-April. We are hoping to begin construction of the foundations for each sign by mid-to-late April.

I) Approval of contract with Chris Hansen for additional cleaning of the Mountain after the wind storm – Paper Document may be provided at Council Meeting.

J) Approval of Contract with Jerry Mason in regards to Impact Fees- School Zone Flashing RRFB Crosswalk Signs – Paper Document may be provided at Council Meeting.

K) Set the Date for the Budget Public Hearing- Per I.C. 63-802A April 29, 2016 is the last day to certify with the County our Annual Budget Public Hearing.

11) Staff Reports

- A) Finance Department- See report in packet
- B) Parks & Recreation- See report in packet
- C) Police Department- See report in packet
- D) Public Works- See report in packet

12) Mayors Report / Appointments

The Parks & Recreation Commission and Cemetery Commission are continuing to look for a commission member.

- Child Abuse Prevention Proclamation
- Appointment for Citizen Development Advisory Committee

13) Council Reports

14) Adjourn



CALENDAR

April – 2016



Apr 13	6:00 pm	Council Meeting
Apr 14	10:30 am	Senior Center Meeting
Apr 14	1:30 pm	KMPO
Apr 18	12:00 pm	Economic Development
Apr 20	6:00 pm	Planning & Zoning Commission
April 21	9:00-3:00	AIC Spring Academy
Apr 21	12:00 pm	Chamber Luncheon
Apr 26	8:00 am	KCATT
Apr 26	6:00 pm	Park & Recreation Commission
Apr 27	5:00 pm	Cemetery Board
May 3	7:00 am	Jobs Plus Meeting
May 4	7:00 pm	Historical Society – Old Jail
May 7	10-Noon	Cemetery Cleanup
May 9-15	8:00-5:00	City Spring Cleanup
May 11	6:00 pm	Council Meeting
May 13	8:00 am	Council Payday

“Spring is the time of plans and projects.”
— **Leo Tolstoy, Anna Karenina**



Rathdrum

City Council Minutes

March 9, 2016
6:00 p.m.

Location: City Council Chamber
8047 W. Main Street
Rathdrum, ID 83858
(208) 687-0261



WELCOME-PLEASE TURN OFF CELL PHONES- Thank You.

1) CALL THE MEETING TO ORDER

Meeting called to order by Mayor Holmes at 6:01 p.m.

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

PRESENT: Councilor Meckel, Councilor Worthen, Councilor Holmes and Mayor Holmes.
ABSENT: Councilor Laws
STAFF: City Engineer/Public Works Director Jump, City Clerk Halligan, Finance Director/Treasurer Taylor, Park & Rec Director Singer, Lieutenant Friis and City Attorney Cafferty.

4) AMENDMENTS TO THE AGENDA

Councilor Meckel stated that he called and asked that City Administrator discussion be put on the agenda and I want to know why it was not put on the agenda like he requested.

Mayor Holmes stated that he did not want to put it on the agenda yet because I'm not ready to discuss it. You guys can add it as a group to the next council meeting.

Mayor Holmes stated I was going to discuss this at the end under Mayor’s Report. At this time we are gathering information as to what the other Cities are looking for and who is available.

Council discussed the new City Administrator position at length.

Councilor Holmes made a Motion to place the City Administrator on next month’s Council agenda so we can talk about this more. Seconded by Councilor Worthen.

- AYES:** Councilor Holmes
Councilor Worthen
Councilor Meckel
- NAYES:** None
- ABSENT:** Councilor Laws

Motion Passed by all

5) CONSENT CALENDAR APPROVAL

- A)** Special Council Minutes of January 20, 2016
- B)** Regular Council Minutes of February 10, 2016
- C)** Regular and Special Bills as presented
- D)** Approval of the Password Agreement
- E)** Approval of Rental Agreement for a Vibratory Roller
- F)** Approval of Avista Electric 2nd Street Light Contract
- G)** Approval of Corbin Crossing South Development Agreement

Finance Director/Treasurer Taylor gave a brief overview of the Consent Calendar.

Councilor Meckel made a MOTION to approve the consent calendar as presented. Motion seconded by Councilor Worthen.

- AYES:** Councilor Meckel
Councilor Worthen
Councilor Holmes
- NAYES:** None
- ABSENT:** Councilor Laws

Motion passed by all

6) CEREMONIES AND REPORTS

7) **VISITORS COMMENTS – An opportunity to address concerns not on the agenda (No formal action allowed – 3 minute time limit per issue) issues may be placed on subsequent agenda. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight’s meeting, if time permitting. Repeated comments of the same or similar topic will be considered out of order and not allowed.**

8) **OLD BUSINESS**

A) Discussion of Community Development Block Grant (CDBG) Sponsorship

City Engineer/Public Works Director gave a brief presentation on the CDBG.

ACE Hardware is requesting the City of Rathdrum to sponsor an Idaho Community Development Block Grant for public infrastructure improvements in the State Highway 41 public right-of-way, from Boekel Road to approximately 650 feet south, and in the Boekel Road public right-of-way, from State Highway 41 to Ohio Street.

The project costs are approximately \$200,000. However, with not yet engaging in engineering design efforts, the project costs may range from \$150,000 to \$300,000.

Sherri Wastweet
Grant Program Administrator
Panhandle Area Council (PAC)

There is typically 3.5 million dollars available for Downtown Revitalizations and job creation projects. I don’t know how many other projects are going in. However, because we are not asking for the full maximum amount they look a little better at these type of projects. We are only asking for a grant of 186,000 dollars were as you can ask for half a million dollars.

Councilor Worthen made a MOTION to turn this into a public hearing for the Community Development Block Grant for the improvements in the area of Boekel Road and State Highway 41. Motion seconded by Councilor Meckel.

AYES:	Councilor Worthen Councilor Meckel Councilor Holmes
NAYES:	None
ABSENT:	Councilor Laws

Motion passed by all

9) PUBLIC HEARINGS

A) Application for Improvements in the area of Boekel Road and SH41

Mayor Holmes opened the Public Hearing

City Engineer/Public Works Director Kevin Jump gave a brief presentation.

ACE Hardware is requesting the City of Rathdrum sponsor an Idaho Community Development Block Grant for public infrastructure improvements in the State Highway 41 public right-of-way, from Boekel Road to approximately 650 feet south, and in the Boekel Road public right-of-way, from State Highway 41 to Ohio Street.

The City will manage and utilize a combination of CDBG funds, City of Rathdrum General Funds, and in-kind services being provided by the City of Rathdrum to oversee the construction of the public infrastructure improvements.

Sherri Wastweet
Grant Program Manager
Panhandle Area Council (PAC)

With these type of projects Idaho Community Development Block Grant requires two Public hearings for every Grant application. One during the application process, which is what we are doing now and then another one if funded during the construction process. They used to like have it midway through construction, now they like construction to be 80% or further along before we have the second hearing.

By agreeing to hire 10 individuals at the new ACE hardware store, they are agreeing to 51% of them being low to moderate income individuals. That is what makes this project eligible.

There is a Citizen Participation Plan that I believe you are passing tonight. It has to be passed and I will be needing a copy of that as soon as possible signed and the Fair Housing Plan Resolution. Those are the two documents that need to be signed and passed before we can move forward with the application. It is due March 21st, 2016 which is two weeks from Monday. There will also be a certification form that the Mayor will need to sign and it is agreeing to the Uniform Relocation Act.

Public Testimony

In Support:

None

Neutral:

None

Opposing:

None

Mayor Holmes closed the Public Hearing.

Mayor Holmes stated that we will move on to 10A.

10) NEW BUSINESS

- A) Consider Resolution for a Citizen Participation Plan for an Idaho Community Development Block Grant**

If the Rathdrum City Council agrees to sponsor the CDBG application for public infrastructure improvements in the vicinity of SH41 and Boekel Road, then we are required to adopt a Citizen Participation Plan.

Councilor Meckel made a MOTION to adopt the CDBG application Citizen Participation Plan. Motion seconded by Councilor Holmes.

AYES: Councilor Meckel
Councilor Holmes
Councilor Worthen

NAYES: None

ABSENT: Councilor Laws

Motion passed by all

- B) Consider Resolution for a Fair Housing Plan for an Idaho Community Development Block Grant**

Councilor Meckel made a MOTION to approve the CDBG application for Fair Housing. Motion seconded by Councilor Worthen.

AYES: Councilor Meckel
Councilor Worthen
Councilor Holmes

NAYES: None

ABSENT: Councilor Laws

Motion passed by all

C) Approval to purchase easement for Pathway at Highway 41/Boekel Rd

City Engineer/Public Works Director Kevin Jump gave a brief presentation.

In order to extend the pedestrian pathway, we need to acquire a 15-foot wide easement from the House of Prayer Church. As part of our discussions with the church, we have agreed upon a 1-time payment of \$ 1,500 for this easement.

Councilor Meckel made a MOTION to approve the Boekel Rd Pathway extension authorizing a one-time payment of \$1,500 for the easement and authorize the Mayor to sign any documents therefore. Motion seconded by Councilor Holmes.

AYES: Councilor Meckel
Councilor Worthen
Councilor Holmes
NAYES: None
ABSENT: Councilor Laws

Motion passed by all

D) Approval to purchase right-of-way at Meyer Rd to extend pathway

City Engineer/Public Works Director Kevin Jump gave a brief presentation.

In order to extend the pedestrian pathway, we need to acquire approximately 5,000 ft² of right-of-way from John Kirk. We are in the beginning stages of negotiating the purchase of this parcel of right-of-way.

I'm herein seeking Council's authorization to purchase the public right-of-way for an amount not-to-exceed \$5,000. In addition, because the earthwork activities (slope construction for the pathway) will encroach upon the existing fence, we are anticipating the need to replace this fence.

Councilor Worthen made a MOTION that we purchase the easement for the pathway on Meyer Rd from Mr. Kirk as explained to us and have the Mayor sign the contract. Motion seconded by Councilor Holmes.

AYES: Councilor Worthen
Councilor Holmes
Councilor Meckel
NAYES: None
ABSENT: Councilor Laws

Motion passes by all

E) Approval of Tot Lot Equipment Purchase for Roth Park

Park and Recreation Director Eric Singer gave a brief presentation.

We are here tonight to ask the Mayor and Council permission to purchase and install new playground equipment at Roth Park. The project was budgeted for and the funds for the project will come from Park Improvements. Cost of the playground equipment will be \$10,140.00 which includes the shipping costs.

Councilor Meckel made a MOTION to approve the Roth Park playground in the amount of \$10,140.00 to Garrett and Company, Inc. and authorize the Mayor to sign all documentation. Motion seconded by Councilor Holmes.

AYES:	Councilor Meckel Councilor Holmes Councilor Worthen
NAYES:	None
ABSENT:	Councilor Laws

Motion passes by all

F) Approval of funding Majestic Park Amphitheatre construction

Park and Recreation Director Eric Singer gave a brief presentation regarding the conceptual plan in the Northeast corner of Majestic Park.

This includes the construction and the construction costs of the main facilities in the project including a picnic shelter, observation area, stage, dance floor and pathways. Other cost estimates included will be irrigation and seeding.

We would like Mayor and Council to allow the Parks \$80,000.000 to complete this project. This money would come out of the FY 2016 Impact Fees.

We would like permission to move forward to seek bids for each of these sub-projects to make this addition to the park.

Councilor Meckel made a MOTION to approve the Majestic Park NE portion not to exceed an estimated construction cost of \$90,000. Motion seconded by Councilor Worthen.

AYES: Councilor Meckel
Councilor Worthen
Councilor Holmes
NAYES: None
ABSENT: Councilor Laws

Motion passes by all

11) STAFF REPORTS

A) Finance Reporting

Finance Director/Treasurer Melissa Taylor gave a brief report on some of the things we have been doing since last month.

B) Park and Recreation Reporting

Nothing

C) Police Reporting

Nothing

D) Public Works Reporting

City Engineer/Public Works Director gave a brief report on some of their projects.

- Flashing school zone crosswalk signs. We are under contract, we have placed the order with the sign people. Everything seems to be going smoothly. I do need to hire a consultant who is ITD certified in construction and inspection. We will have the signs by the end of April and installed by the second or third week in May.
- We are updating our Water Ordinance. We will bring that to Council in April.
- We are updating our Waste Water Pre-Treatment Program.
- Rathdrum Mountain – Our landscaper, architect and our surveyor met up on the mountain today to talk about what they need to get information wise for a Topographic survey.
- Majestic Park water pressure issue. Corbin Crossing S is submitting a construction plan and as part of that we are asking them to build a separate 16 inch low pressure water main.
- The test well on Highway 41 the drilling should take place March 21st.
- The building we are sitting in, we have roof leaks. We have had the building inspector take a closer look at the building and we have hired a structural engineer come in and take an assessment. We have structural settling in this

building. We are preparing to make improvements to the building but we are looking at a cost.

12) MAYOR'S REPORT/APPOINTMENTS

13) COUNCIL REPORTS

- Councilor Meckel – KMPO meeting was cancelled last month so tomorrow is our next meeting. Eric congratulations on your promotion. I think you will do a great job. You have my full support. Kevin great job on the Crossing lights.
- Councilor Worthen – I will be available to be a full time Councilman after June because I am retiring teaching school.
- Councilor Holmes – I would like to make a request to Eric. The dog park is like a mine fill. No one is picking it up. If you could maybe have some go out & clean it up.

14) ADJOURN

Meeting adjourned at 7:46

Vic Holmes, Mayor

Attest:

Sherri L Halligan, City Clerk

Rathdrum City Hall is an ADA accessible building. Assistance for persons with disabilities will be provided upon 24-hours' notice prior to the meeting.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
787	FRONTIER	2080016635FE	Water pumping	03/04/2016	19.50	19.50	03/31/2016
787	FRONTIER	2080019017FE	Water pumping	03/04/2016	24.72	24.72	03/31/2016
787	FRONTIER	2080019365FE	Water pumping	03/04/2016	19.50	19.50	03/31/2016
787	FRONTIER	2086871575FE	Water pumping	03/04/2016	73.00	73.00	03/31/2016
787	FRONTIER	2087700742FE	Water pumping	03/04/2016	12.00	12.00	03/31/2016
787	FRONTIER	2087700805FE	Water pumping	03/04/2016	12.00	12.00	03/31/2016
Total 60-435-520:					5,896.54	5,896.54	
60-436-320							
103	ALSCO	LSPO1737947	Towels & medical supplies	03/07/2016	42.96	42.96	03/31/2016
103	ALSCO	LSPO1740658	Towels & medical supplies	03/14/2016	42.96	42.96	03/31/2016
103	ALSCO	LSPO1743321	Towels & med supplies	03/21/2016	42.96	42.96	03/31/2016
103	ALSCO	LSPO1746031	Towels & med supplies	03/28/2016	42.96	42.96	03/31/2016
103	ALSCO	LSPO1748585	Towels & medical supplies	04/04/2016	42.96	.00	
394	CD'A METALS	27238	Pipe & flat bar	03/10/2016	26.41	26.41	03/31/2016
894	HD SUPPLY WATERWORKS, LT	F222064	Repair lid	03/25/2016	314.10	.00	
1650	NAPA AUTO STORE, CDA, INC.	744059	Sealant, hose fittings	03/07/2016	42.85	42.85	03/31/2016
1650	NAPA AUTO STORE, CDA, INC.	744406	Spray trim adhv	03/10/2016	15.32	15.32	03/31/2016
1650	NAPA AUTO STORE, CDA, INC.	746025	Hoses	03/24/2016	9.87	9.87	03/31/2016
1650	NAPA AUTO STORE, CDA, INC.	746348	Hose clamp	03/28/2016	36.56	36.56	03/31/2016
2144	RATHDRUM TRADING POST HA	1603-021638	Nozzle	03/16/2016	13.04	13.04	03/31/2016
2144	RATHDRUM TRADING POST HA	1603-023265	Gate valve	03/20/2016	6.74	.00	
2772	USA BLUEBOOK	914508		03/31/2016	26.28	.00	
Total 60-436-320:					705.97	315.89	
60-436-450							
50	ACCURATE TESTING LABS,LLC	86557	Coliform Presence/Absence	03/07/2016	80.00	80.00	03/31/2016
50	ACCURATE TESTING LABS,LLC	86754	Coliform Presence/Absence	03/21/2016	80.00	80.00	03/31/2016
50	ACCURATE TESTING LABS,LLC	86923	Coliform Presence/Absence	04/05/2016	80.00	.00	
Total 60-436-450:					240.00	160.00	
60-436-480							
2833	WATER ENVIRONMENT FEDER	9000369891	Annual dues KEVIN JUMP	03/23/2016	183.00	.00	
Total 60-436-480:					183.00	.00	
60-436-520							
240	AVISTA UTILITIES	2907930000M	ELECTRIC	03/22/2016	347.58	347.58	03/31/2016
240	AVISTA UTILITIES	3179070000M	ELECTRIC	03/22/2016	327.87	327.87	03/31/2016
787	FRONTIER	2086875003FE	Tele	03/04/2016	23.98	23.98	03/31/2016
Total 60-436-520:					699.43	699.43	
60-436-620							
891	H.D. FOWLER	114150090	Rubber repair kit	03/04/2016	29.83	29.83	03/31/2016
891	H.D. FOWLER	14147429	Meter box	03/01/2016	178.72	178.72	03/31/2016
891	H.D. FOWLER	14150090	Rubber repair kit	03/04/2016	29.83	29.83	03/31/2016
2003	PREMIER ELECTRIC MOTORS I	5331	Repairs Thayer #1	02/25/2016	3,240.00	3,240.00	03/31/2016
Total 60-436-620:					3,478.38	3,478.38	
60-436-720							
1813	O'MEARA, TERESA	49	Janitorial service	03/24/2016	22.57	22.57	03/31/2016
2375	SMK CONSTRUCTION CO., INC.	10500	HVAC Preventive Maintenance	03/15/2016	220.00	220.00	03/31/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 60-436-720:					242.57	242.57	
60-436-730							
90	AES, INC.	4043	Repairs Thayer #2	03/24/2016	375.00	375.00	03/31/2016
Total 60-436-730:					375.00	375.00	
60-490-429							
1880	PASSWORD, INC.	10207772	late fee	03/01/2016	2.67	2.67	03/31/2016
1880	PASSWORD, INC.	10208029	Over calls	03/01/2016	112.56	112.56	03/31/2016
1880	PASSWORD, INC.	10208030	Admin fee	03/01/2016	3.00	3.00	03/31/2016
1880	PASSWORD, INC.	10208488	Serv chg	04/01/2016	4.62	.00	
1880	PASSWORD, INC.	10208736	Overcalls	04/01/2016	206.64	.00	
1880	PASSWORD, INC.	10208737	Admin fee	04/01/2016	3.00	.00	
Total 60-490-429:					332.49	118.23	
61-208000							
430	CITY OF POST FALLS	201603184320	Hookup fees	03/18/2016	85,871.00	85,871.00	03/31/2016
Total 61-208000:					85,871.00	85,871.00	
61-434-310							
1240	J.THAYER COMPANY, INC	1030691-0	Supplies	03/22/2016	62.33	62.33	03/31/2016
2440	STAPLES CREDIT PLAN	12816	Supplies	01/28/2016	54.93	54.93	03/31/2016
2440	STAPLES CREDIT PLAN	85233	Supplies	01/28/2016	35.94	35.94	03/31/2016
2440	STAPLES CREDIT PLAN	9170506	Supplies	02/22/2016	6.88	6.88	03/31/2016
2815	VISA	MT9211MAR16	Phone case & bowls	03/25/2016	17.11	.00	
Total 61-434-310:					177.19	160.08	
61-434-370							
1424	NEOPOST	30716	Meter refill	03/07/2016	72.84	72.84	03/31/2016
Total 61-434-370:					72.84	72.84	
61-434-451							
2490	STERLING CODIFIERS INC.	17731	Supplement #29	02/19/2016	109.66	109.66	03/31/2016
Total 61-434-451:					109.66	109.66	
61-434-460							
1020	I.C.R.M.P.	35A021561001	Annual member contribution 2nd	09/04/2015	9,515.00	.00	
Total 61-434-460:					9,515.00	.00	
61-434-470							
210	ASSOCIATION OF IDAHO CITIE	200001419	2016 Conf Fees-Melissa & Staci	03/09/2016	98.34	98.34	03/31/2016
1255	JOBS PLUS, INC.	33016	Annual meeting	03/30/2016	53.34	53.34	03/31/2016
2120	RATHDRUM CHAMBER OF COM	32116	March luncheon	03/21/2016	4.00	4.00	03/31/2016
2815	VISA	MT9211MAR16	AIC Conf air fare Melissa Taylor	03/25/2016	34.54	.00	
2815	VISA	MT9211MAR16	AIC Conf air fare Melissa Taylor	03/25/2016	23.66	.00	
Total 61-434-470:					213.88	155.68	
61-434-480							
530	COSTCO, INC.	2016DUES	Membership	03/01/2016	10.70	10.70	03/31/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1999	INTERNATIONAL INSTITUTE of	2016DUES	Annual dues - Halligan	03/22/2016	40.00	.00	
Total 61-434-480:					50.70	10.70	
61-434-510							
259	B & C TELEPHONE INC	SPO-064839	Removed ext 114	03/18/2016	18.16	.00	
787	FRONTIER	2086870261FE	Tele	03/04/2016	128.36	128.36	03/31/2016
1979	POWERNET GLOBAL COMMUNI	36345069	Long distance service	03/25/2016	39.04	39.04	03/31/2016
1979	POWERNET GLOBAL COMMUNI	36548981	Long distance service	04/06/2016	32.09	.00	
1979	POWERNET GLOBAL COMMUNI	36548981	Long distance service	04/06/2016	32.08	.00	
2810	VERIZON WIRELESS, BELLEVU	9761111187	Cell phones -CH	02/25/2016	60.19	60.19	03/31/2016
2810	VERIZON WIRELESS, BELLEVU	9762761837	Cell phones -CH	03/25/2016	189.65	.00	
Total 61-434-510:					499.57	227.59	
61-434-800							
1037	ROYAL BUSINESS SYSTEMS-S	IN40036	Overages	12/30/2015	74.50	74.50	03/31/2016
Total 61-434-800:					74.50	74.50	
61-435-520							
240	AVISTA UTILITIES	1121960000M	Sewer pumping	03/22/2016	131.75	131.75	03/31/2016
240	AVISTA UTILITIES	6785020000M	ELECTRIC	03/22/2016	1,180.35	1,180.35	03/31/2016
240	AVISTA UTILITIES	7807930000M	Sewer pumping	03/22/2016	27.09	27.09	03/31/2016
787	FRONTIER	2080011809FE	Sewer pumping	03/04/2016	12.36	12.36	03/31/2016
787	FRONTIER	2080016021FE	Sewer pumping	03/04/2016	12.00	12.00	03/31/2016
787	FRONTIER	2080017616FE	Sewer pumping	03/04/2016	22.90	22.90	03/31/2016
787	FRONTIER	2080018109FE	Sewer pumping	03/04/2016	24.72	24.72	03/31/2016
787	FRONTIER	2086871655FE	Sewer pumping	03/04/2016	66.28	66.28	03/31/2016
Total 61-435-520:					1,477.45	1,477.45	
61-436-320							
81	ADVANCED COMPRESSOR & H	65325	Gates mc 3/8 barb	03/29/2016	41.40	.00	
103	ALSCO	LSPO1737947	Towels & medical supplies	03/07/2016	42.96	42.96	03/31/2016
103	ALSCO	LSPO1740658	Towels & medical supplies	03/14/2016	42.96	42.96	03/31/2016
103	ALSCO	LSPO1743321	Towels & med supplies	03/21/2016	42.96	42.96	03/31/2016
103	ALSCO	LSPO1746031	Towels & med supplies	03/28/2016	42.96	42.96	03/31/2016
103	ALSCO	LSPO1748585	Towels & medical supplies	04/04/2016	42.96	.00	
394	CD'A METALS	27238	Pipe & flat bar	03/10/2016	26.41	26.41	03/31/2016
1650	NAPA AUTO STORE, CDA, INC.	744059	Sealant, hose fittings	03/07/2016	42.84	42.84	03/31/2016
1650	NAPA AUTO STORE, CDA, INC.	744354	Oil filter,wd40	03/10/2016	38.80	38.80	03/31/2016
1650	NAPA AUTO STORE, CDA, INC.	746003	Hose clamp	03/24/2016	21.50	21.50	03/31/2016
2144	RATHDRUM TRADING POST HA	1603-020721	Retrieving magnet	03/07/2016	17.99	17.99	03/31/2016
2144	RATHDRUM TRADING POST HA	1603-020912	Storage hanger	03/09/2016	31.95	.00	
2369	SIX ROBBLEES' INC	5-760047-1	De-icer	03/25/2016	27.60	.00	
2772	USA BLUEBOOK	914508	Bird repelient	03/31/2016	26.28	.00	
Total 61-436-320:					489.57	319.38	
61-436-520							
240	AVISTA UTILITIES	2907930000M	ELECTRIC	03/22/2016	347.58	347.58	03/31/2016
240	AVISTA UTILITIES	3179070000M	ELECTRIC	03/22/2016	327.88	327.88	03/31/2016
787	FRONTIER	2086875003FE	Tele	03/04/2016	23.99	23.99	03/31/2016
Total 61-436-520:					699.45	699.45	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
61-436-610							
1650	NAPA AUTO STORE, CDA, INC.	744994	Controls	03/15/2016	114.84	114.84	03/31/2016
1650	NAPA AUTO STORE, CDA, INC.	745063	Battery	03/16/2016	98.16	98.16	03/31/2016
1650	NAPA AUTO STORE, CDA, INC.	745087	Battery	03/16/2016	117.23	117.23	03/31/2016
Total 61-436-610:					330.23	330.23	
61-436-720							
1813	OMEARA, TERESA	49	Janitorial service	03/24/2016	22.58	22.58	03/31/2016
Total 61-436-720:					22.58	22.58	
61-436-730							
2003	PREMIER ELECTRIC MOTORS I	5314	Motor repairs lift #2	02/17/2016	1,897.00	1,897.00	03/31/2016
Total 61-436-730:					1,897.00	1,897.00	
61-436-770							
11	SARGENT, BRETT R.	55520	Vaccon service to clean lift station	03/15/2016	1,665.84	1,665.84	03/31/2016
Total 61-436-770:					1,665.84	1,665.84	
61-490-625							
430	CITY OF POST FALLS	201603184319	Feb sewage	03/18/2016	78,353.36	78,353.36	03/31/2016
Total 61-490-625:					78,353.36	78,353.36	
62-400-200							
822	GENERAL PACIFIC, INC.	1253292	Meters	03/10/2016	8,532.00	8,532.00	03/31/2016
822	GENERAL PACIFIC, INC.	1254478	Meters	03/30/2016	1,274.57	.00	
822	GENERAL PACIFIC, INC.	1254498	Bare meter	03/30/2016	8,532.00	.00	
Total 62-400-200:					18,338.57	8,532.00	
Grand Totals:					335,323.35	247,709.73	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Report Criteria:

- Detail report.
 - Invoices with totals above \$0.00 included.
 - Paid and unpaid invoices included.
-

PAYROLL REGISTER CHECK REGISTER

THESE NUMBERS FOR CHECK REPOSITIONING

⑤	DATE	PAID TO	DESCRIPTION						DISC.	✓	G.	NET AMOUNT	HRS. WKD.	CHECK NO.	BANK BALANCE CONTROL			EXPEN								
			A.	B.	C.	D.	E.	F.							CURRENT BANK BALANCE	BANK DEPOSIT	DATE OF DEPOSIT	1.	2.	3.	4.	5.	6.			
6	F	BALANCE FORWARD											FWD													
7	1	3/22 David C. Silva Stone									97.67		1	13174												
8	2	Terah Olave									30.98		2	13175												
9	3	3/22 Catherine Gaines									60.-		3	13176												
10	4	3/22 Susan Nordander									23.-		4	13177												
11	5	3/24 Costco									174.20		5	13178												
12	6	3/22 Bureau of Occupational License									92.-		6	13179												
13	7	3/28 Ana Wilkamb									184.41		7	13180												
14	8	Jim Christie									1056.5		8	13181												
15	9	3/28 Daniel Duke									285.-		9	13182												
16	10	3/28 Companion Life									591.57		10	13183												
17	11	3/28 Matt Adams									14.97		11	13184												
18	12	3/29 Eric Hodgkins									18.-		12	13185												
19	13	3/29 Erin Ranney									23.-		13	13186												
20	14	3/29 Sandra Guadagnoni									18.-		14	13187												
21	15	3/29 Dawn Coley									18.-		15	13188												
22	16	3/29 N.I.C.E.									50.-		16	13189												
23	17	3/29 Nelson Police Dept									325.-		17	13190												
24	18	3/29 Penny Weitz									104.-		18	13191												
25	19	3/31 US Postal Service									764.79		19	13192												
26	20	3/31 Tracy Ward									214.60		20	13193												
27	21	Shawn Truato									161.93		21	13194												
22													22													
23													23													
24													24													
25													25													
26													26													
27													27													
T	TOTALS THIS PAGE		A.	B.	C.	D.	E.	F.			G.		TOTALS				1.	2.	3.	4.	5.	6.				
T	TOTALS TO DATE												TOTALS													

PUBLIC WORKS DEPARTMENT
8047 W. Main Street
Rathdrum, ID 83858
P 208.687.2700
F 208.687.1377

Memo

To: City Council
From: Staci Armes
CC:
Date: April 7, 2016
Re: Prairie Sky Amended Development Agreement

Prairie Sky Phases 2,3,4 and 5 was approved by City Council on December 9, 2015. As part of the process for Preliminary Plats, Prairie Sky Phases 2,3,4 and 5 needs to Amend their existing Development Agreement with the City. Hence, the City is currently working on completing the Development Agreement for the remaining 98-lots. Staff has placed the Development Agreement as a consent item but at this time staff is trying to finalize the agreement, so no agreement will be within the City Council packet.

The Development Agreement is an agreement with the Developer and the City to make sure the Developer is constructing the subdivision as approved by the City Council.



CITY OF RATHDRUM

CLERKS OFFICE



To: Mayor and Council

From: City Clerk Sherri L Halligan

Date: April 13, 2016

Re: City Property Surplus

Mayor & Council:

The Clerk's Office would like the following items listed to be declared as surplus.

Police Department

The police department would like to surplus some old and outdated equipment including:

- Chevrolet Impala 2006 – Vin #2G1WS551869396611
- 4 In-Car Video System

Public Works

The public works department would like to surplus some old and outdated equipment including:

- 6 pallets of concrete meter boxes,
- Various amounts of scrap brass, aluminum, cast iron and steel

Sincerely,

Sherri L Halligan
City Clerk
City of Rathdrum

PUBLIC WORKS DEPARTMENT
8047 W. Main Street
Rathdrum, ID 83858
P 208.687.2700
F 208.687.1377

Memo

To: City Council
From: Staci Armes
CC:
Date: April 7, 2016
Re: Urban Renewal District

The Rathdrum Economic Development Committee has been meeting over the last 2 years researching Urban Renewal Agency/Districts. After much discussion with different groups and individuals who have experience with Urban Renewal District's, the Committee asked Staff to prepare a presentation to the City Council to see if the City Council would entertain moving forward towards creating an Urban Renewal Agency/District.

At the City Council meeting, Danielle Quade, attorney at Hawley Troxell will be giving the presentation and will be available to answer any questions.

CITY OF RATHDRUM

CLASS SPECIFICATION

CITY ADMINISTRATOR

Class Code Number:
FLSA Designation: Exempt

Pay Grade:
Effective Date: 06/16

Purpose of Class

Appointed by the Mayor, the City Administrator is responsible for overall administration of City business and the oversight and supervision of all City Departments.

Primary Function

Serves at the pleasure of the Mayor, the City Administrator will develop effective working relationships with elected, community, and program officials to ensure cooperation and efficient operations. Ensure the City's work environment is responsive, respectful, value-based, and innovative. The Mayor supervises the position, but considerable latitude is granted for the exercise of independent judgment and initiative within a general framework of existing policies, laws, ordinances and procedures. The principal duties of this class are performed in a general office environment.

Essential Duties and Responsibilities

- Assists the Mayor in conducting the City's business and performs duties and assumes other responsibilities as the Mayor directs or as the ordinances and resolutions of the City Council require.
- Reports regularly to the City Council on the status of City operations and programs.
- Assures efficient and responsible City operations by providing managerial leadership and direction; maintains organizational structure and assists staff in professional/organizational development programs. Ensures compliance and completion of major operational objectives, monitors progress and suggests necessary corrective action; assigns project and program responsibilities to department heads and works with them in developing administrative and departmental goals.
- Reports to and advises the Mayor and City Council as appropriate, on immediate as well as emerging municipal problems.
- Attends various civic and business meetings on behalf of the City, as the Mayor may direct.
- Directs the preparation of the Council agenda as directed by the Mayor, furnishing pertinent documents, reports and briefings as needed.
- Establishes a climate of high quality public services that are responsive, respectful, value-based and innovative. Investigates complaints concerning City facilities and/or personnel.
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.

- Acts as City's grant writer by performing research to develop and finalize grant proposals and seek potential funding sources.
- Exercise general supervision over public property under the jurisdiction of the City.

Other Duties and Responsibilities

- Performs other related duties as required, including special projects at the direction of Mayor.

Competency Requirements:

Knowledge skills, and abilities:

- Thorough knowledge of the theory, principles and practices of public administration.
- Thorough knowledge of municipal organization and functions as well as related federal, state and local laws, rules, regulations, and special programs.
- Knowledge of budgeting and fiscal oversight and revenue sources available to municipal government.
- Ability to:
 - Formulate and implement sound administrative and fiscal policy and procedures.
 - Lead and sustain operations of a growing municipality.
 - Learn the inter-workings and inter-relationships of city government operations and functions and relationships with other levels and forms of government.
 - Gain and retain effective working relationships with city employees, the City Council, the Mayor and other public officials and the community at large.
 - Express ideas effectively, orally and in writing.
 - Administer, manage and supervise all city departments as directed by the Mayor.
 - Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
 - Perform multiple tasks simultaneously, including handling interruptions, and return to and complete tasks in a timely manner;
 - Have the ability to write grant proposals and generate grant reports as required;
 - Use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions.
 - Use a personal computer for email, spreadsheets, correspondence, and briefing preparation.

Acceptable Experience and Training

- Bachelor's degree from a four year college or university with major course work in business, public administration, or related field, supplemented by course work in finance. An advanced degree or graduate level training is highly desirable.
- Five years progressively responsible experiencing in supervising or managing local government services or closely related experience.
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Essential Physical Abilities

- Sufficient clarity of speech and hearing, with or without reasonable accommodation, which permits the employee discern verbal requests and to communicate effectively with the public and other employees on the telephone and in person;
- Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to review, evaluate and prepare a variety of written documents and materials.
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate a personal computer; Sufficient personal mobility, flexibility, strength, and agility, with or without reasonable accommodation, which permits the employee to lift up to 20 pounds, to sit and work for an extended period of time, work in an office environment and operate a motor vehicle.
- Sufficient mobility to travel between city buildings, attend meeting at irregular hours.

Selection Factors:

In addition to experience and training above, incumbent should have:

Demonstrated knowledge of municipal finance, economic development, growth management, and public works, and law enforcement.

Comprehensive knowledge of effective management principles, practices, and methods.

Ability to establish and maintain effective working relationships with the Mayor, City Council, elected officials, government agencies, other employees, and the general public.

Possess excellent communication and interpersonal skills both orally and in writing and possess a demonstrated ability to be a strong leader to City staff, and able to connect well with the community.

Ability to develop, organize, and direct comprehensive city-wide goals, objectives, and administrative operations.

Ability to manage growth. Knowledge of the short and long term planning process.

April 7, 2016

To: Mayor and City Council

From: Eric Singer, Rathdrum Parks and Recreation Director

Re: Main Street Banners

Tonight staff will talk about replacing the spring/summer main street banners that are on the light poles on Main Street. The banners that are currently up have gotten worn down and have faded since they were purchased over ten years ago. Another reason for replacing the banners is the majority of the businesses that are on the banners are no longer in business or they have moved out of the area. I believe the agreement that was made with the businesses was their sponsorship would last the life span of the banner. If new banners were purchased I would suggest a color other than dark green since our holiday banners are dark green. I think the spring/summer banners go unnoticed because they are so similar in color and appearance.

Tonight staff will show a couple of examples and ideas for a new banner design. A patriotic banner style has been favored so far by staff and the public when we have asked for input. Patriotic colors would stand out and add a nice touch to the downtown area.

After doing research and checking with several different vendors we have found replacement banners that are made of a marine acrylic material called "sunbrella" which is the best material for longevity and durability. The total cost to replace the banners which includes adding banners and hardware to three recently added light poles at the east end of Main Street will be \$3,057.00

Each department has agreed to pay \$400.00 which will total up to about half of the total amount. We are here tonight to ask the city council to pay the other half out of their discretionary fund. The council's portion would be \$1,457.00.

Thank you

Eric Singer, Rathdrum Parks and Recreation



CONSORT
DISPLAY GROUP

2129 Portage Street
Kalamazoo, MI 49001
800.525.6424
269.388.4532
FX: 269.388.2018
www.consort.com
sales@consort.com

Corey Rolfe

Direct Sales Representative

MASTER #:
PRINT DATE:

MOCK UP#: 11448.16jfr2 **PAGE:** 1 of 2
JOB NAME: City of Rathdrum
DATE: 4.1.16
REVISION 2

BANNER INFO

FABRIC: Sunbrella Jockey Red
SIZE: 18" x 36
HEMS: 3"
SIDES: 2
TRUE SETS? n/a

PANTONE INKS

- White
- Pantone 278 C
- Pantone 2747 C

ARTWORK INFO:

Custom

PLACEMENT:

Imprints are 1" off top hem

TYPEFONTS USED:

ITC Century Bold, ITC Century Book Italic

IMPORTANT, PLEASE NOTE: The colors shown on this mock up are reasonable representations of customer approved colors. If PMS color matches are required, Consort will, with the best technical methods possible, match PMS colors which may not necessarily be the exact colors represented on this paper mock up.

ARTWORK READY TO PRINT: YES / NO

CUSTOMER: PLEASE SIGN & RETURN



Authorized by _____



CONSORT
DISPLAY GROUP

2129 Portage Street
Kalamazoo, MI 49001
800.525.6424
269.388.4532
FX: 269.388.2018
www.consort.com
sales@consort.com

Corey Rolfe

Direct Sales Representative

MASTER #:
PRINT DATE:

MOCK UP#: 11448.16jfr2 **PAGE:** 2 of 2
JOB NAME: City of Rathdrum
DATE: 4.1.16
REVISION 2

BANNER INFO

FABRIC:  Sunbrella Pacific Blue
SIZE: 18" x 36
HEMS: 3"
SIDES: 2
TRUE SETS? n/a

PANTONE INKS

 White
 Pantone 200 C
 Pantone 2757 C

ARTWORK INFO:

Custom

PLACEMENT:

Imprints are 1" off top hem

TYPEFONTS USED:

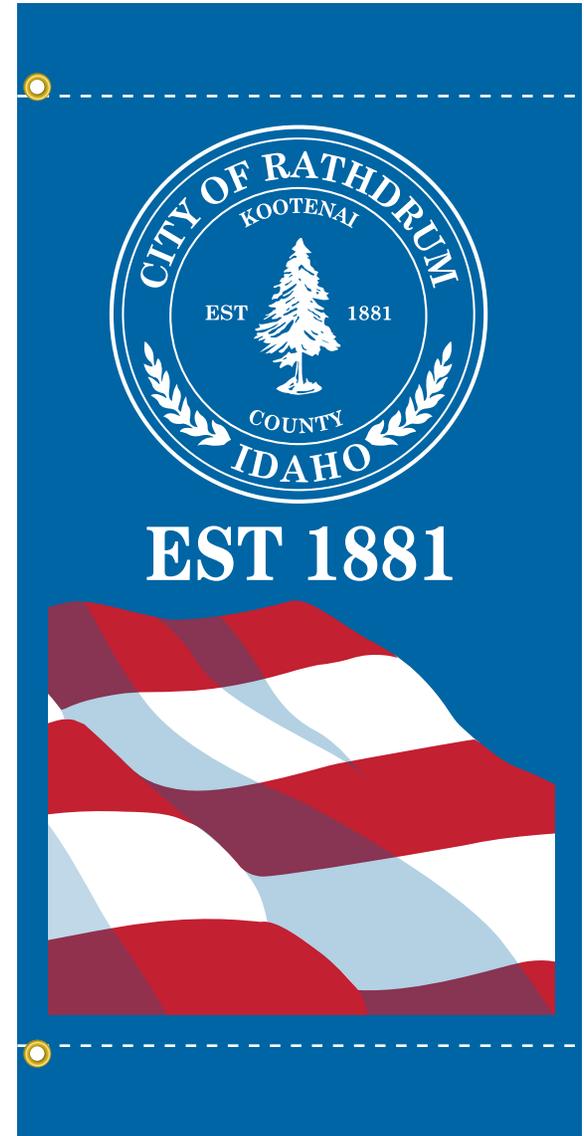
ITC Century Bold, ITC Century Book Italic

IMPORTANT, PLEASE NOTE: The colors shown on this mock up are reasonable representations of customer approved colors. If PMS color matches are required, Consort will, with the best technical methods possible, match PMS colors which may not necessarily be the exact colors represented on this paper mock up.

ARTWORK READY TO PRINT: YES / NO

CUSTOMER: PLEASE SIGN & RETURN

Authorized by _____



Kalamazoo Banner Works™
Abstracta®
Display One®
Podia®
Dori Pole™

Consort Display Group

P.O. Box 3597
Kalamazoo, MI 49001
269.388.4532
800.525.6424
888.880.6341 (FAX)
E-Mail info@consort.com

Customer #: 8051
Contact Date: 4/1/2016
Quote #: QTE0073709
Purchase Order #:
Terms: NET 30
Requested Ship Date:
Ship Mode: STD GROUND
Salesperson: COREY
Page: 1

Master Number: 83592

Bill To:

City of Rathdrum
Accounts Payable
8047-1 Main Street

Ship To:

City of Rathdrum
Eric Singer
8047-1 Main Street

Rathdrum ID 83858-9287
Tel: (208) 687-0267 Ext. 0000
Fax: (208) 687-1818 Ext. 0000

U.S.A.

Rathdrum ID 83858-9287
Tel: (208) 687-0267 Ext. 0000
Fax: (208) 687-1818 Ext. 0000

U.S.A.

Code	Qty/Sqft.	Item Description	Price	Special Discount	Amount
1836SN3203-SET	14	"Patriot Flag" 18" x 36" Sunbrella Jockey Red - Set	\$108.00		\$1,512.00
1836SN3201-SET	14	"Blue Patriot" 18" x 36" Sunbrella Pacific Blue - Set	\$108.00		\$1,512.00
ASV098	2	Imprint Set Up Banners	\$100.00		\$200.00
Screens for "Welcome to Rathdrum" and City of Rathdrum Seal.					
ASV097	56	Imprint Charge Banners	\$6.00		\$336.00

Sub Total \$3,560.00
Tax \$0.00
Estimated Shipping \$0.00
Quote Total \$3,560.00

U.S. Dollars Only

SALES AGREEMENT With my signature, I certify this Quotation fairly represents my desire to purchase these products or services from Consort Display Group. I am authorized to execute this binding agreement and have read and agree to comply with the following Terms & Conditions: This Quotation is subject to final price verification and payment arrangements. 50% cash deposit is required for orders over \$15,000. Cancelled orders may incur a 15% restock fee. Cancellation of CUSTOM product is subject to a 25%-100% cancellation fee. A Confirming Order will follow to verify production and shipping dates. Rush charges may apply. **Delivered product must be inspected immediately upon receipt.** Failure to notify Consort of ANY quality or quantity dispute within 3 business days of receipt constitutes a complete waiver of any dispute. Returned merchandise requires a Consort-issued RMA. Restock fees apply. Shipping, handling and applicable sales tax added to final invoice. Product ships FOB Kalamazoo, MI. Expedited shipping is available for an additional charge. MasterCard, VISA, Discover and AmEx accepted. Wire transfer is required for all international transactions. Payment accepted in U.S. Dollars ONLY.

Signature

Print Name

Date

PO# (if any)

Quotations honored for 30 days from Contact Date (above).

www.consort.com

Memo

To: Mayor and City Council
From: Chief Kevin Fuhr
CC:
Date: April 4, 2016
Re: School Resource Officer

With the recent passing of the Lakeland School Levy I now come before the Mayor and Council to officially request to add a new police officer position to the Rathdrum Police Department to hire a School Resource Officer.

My request would be to hire a new officer in May of 2016, which would give us ample time to train that new officer to fill the vacated position left by an officer that is assigned as the SRO.

I have met with Lakeland SD administration and have been told that the school will fund \$35,000 of the SRO's total cost. The amount budgeted by the SD would roughly cover 55% of the total wages for the position. There will be other equipment needs for the position including a computer, safe, personal equipment and a vehicle. The SD has offered to make a new office in the Lakeland High School for the SRO to use. I have ample personal equipment to outfit a new officer with minimal expense. I also have funding in this year's budget to cover the expense of a safe and a new computer. The biggest expense, other than the wage, will be an additional vehicle. I will be asking for an additional vehicle in next year's budget process.

If approved, the SRO will work Monday-Friday from 7:30am to 3:30pm. The officer would also work during major sporting events, major dances and any other major school event. The officer would be assigned primarily to the High School, however, would handle calls in ALL schools including the grade schools, Jr High, STEM, KTEC and NIC when it is completed.

CITY OF RATHDRUM
CLASS SPECIFICATION

POLICE DETECTIVE
SCHOOL RESOURCE OFFICER

Class Code Number:
FLSA Designation: Non-Exempt

Pay Grade: 12
Effective Date: 05/16

Purpose of Class

Performs general duty and investigative police work in the protection of life and property through enforcement of laws and ordinances; responds to calls for the protection of life and property; performs police investigations; facilitate community relations and education functions primarily for juvenile and school-aged populations; assumes command responsibility in the absence of a superior officer; performs related work as required.

Primary Function

The principal function of an employee in this class is to enforce state and local laws and ordinances, respond to calls for the protection of life and property, conduct criminal and non-criminal investigations, make arrests and perform other assigned law enforcement and public safety duties. Duties normally consist of patrol and investigative activities in all City schools on an assigned shift. The function of the School Resource officer (SRO) is to provide investigative, educational, and interactive services to the City's juvenile and school-aged population. Additional duties include taking command of response incidents in the absence of a superior officer, including directing activities of other responding officers and emergency personnel. Officers may be delegated to assignments in specialized areas such as neighborhood services, community services, criminal investigations services, traffic enforcement, administration, field training, firearms training, or other assignment. Work is performed under the general direction of the Police Chief. Considerable latitude is granted to the employee but work is subject to periodic performance audits and annual evaluations. The principal duties of this class are performed in both a general office environment and an outdoor environment that may include exposure to adverse weather conditions and to potential personal danger.

Essential Duties and Responsibilities (will vary by assignment)

SCHOOL RESOURCE OFFICER (SRO)

- Conducts investigations of crimes, reports, and incidents involving and related to juvenile and school-aged offenders;
- Conducts investigations of crimes, reports, and incidents involving City schools and educational facilities;
- Provides information and recommendations on cases to juvenile prosecutors, probation officers, and agencies;
- Issues citations, makes arrests, and submits cases to prosecutors;

- Meets with and coordinates with school administrators, counselors, teachers, and other providers on educational, community relations, and enforcement activities;
- Presents educational and information programs to classes, school, community, civic, youth, and other organizations;
- Interacts with juveniles, students, and youth in school, community, and related activities and environments;
- Monitors juvenile and youth activities and groups for criminal activities, drugs, alcohol, firearms, and gang activities;
- Performs patrol, traffic control, and other police support functions around schools;
- Responds to information requests and inquiries from parents, the public, school administrators, and other interested and affected parties;
- Functions as a role model for community youth.

Other Duties and Responsibilities

- May serve in other specialized areas such as neighborhood services, community services, criminal investigations, traffic enforcement, administrative services, field training, firearms training, or other assignment;
- Gathers and reviews intelligence on gangs and gang related activities;
- Learns specialized areas of investigations;
- May supervise patrol officers responding to school related crimes in the absence of a supervisor, or as needed;
- May participate in investigations for outside agencies as assigned;
- Is trained in Active Shooter related incidents;
- Contacts, cooperates, and coordinates with other law enforcement and non-law enforcement agencies in matters relating to the apprehension of offenders and the investigation of offenses;
- May be required to make court appearances during off-duty time;
- Performs other related duties as required.

Competency Requirements:

Knowledge of:

- Methods, procedures, techniques, and objectives of juvenile crime investigation, education, and prevention;
- Methods, procedures, techniques, and objectives of community education and community relations programs.
- Local, state, and federal laws as applicable to community law enforcement;
- Methods, objectives, and procedures of law enforcement practices;
- Methods, objectives, and procedures of court proceedings;
- Officer safety skills including defensive tactics, handcuffing, and firearm operations;
- Standard first-aid administration;
- Personal computers and job-related software;
- Police equipment, including vehicles, speed radar units, communications units, body armor, handcuffs, firearms, batons, and other related equipment;
- Crime prevention and education techniques.

Ability to:

- Follow written and oral instructions;
- Effectively presents information and program messages to the community, specifically school-aged youth;
- Communicates effectively and establishes and maintains working and investigative relationships with the public, students and youth, parents, teachers and school administrators, investigation and information sources, victims, and witnesses;
- Prepares and maintains program reports, records, logs, and information files.
- Meet POST and Department physical standards;
- Work independently as well as in teams;
- Understand and apply departmental, state, federal, and local law enforcement procedures, policies, rules, and regulations;
- Analyze situations quickly and objectively, to recognize actual and potential dangers, and to determine proper course of action;
- Cope with stressful situations calmly, fairly, tactfully, and with respect for individual rights;
- Establish and maintain effective relations with fellow employees and with citizens with varied racial, religious, ethnic or economic backgrounds;
- Demonstrate proficiency in the use and care of firearms;
- Operate a motor vehicle;
- Operate a personal computer including program applications appropriate to assigned duties;
- Operate radio, audio and video equipment, and related specialized enforcement equipment;
- Communicate clearly and concisely, orally and in writing;
- Prepare accurate and grammatically correct written reports;
- Keep immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Understand and carry out oral and written directions;
- Respond to citizen requests in a courteous and effective manner;
- Make sound and reasonable decisions in accordance with laws, ordinances, regulations, and established procedures;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Perform multiple tasks simultaneously, including handling interruptions, and return to and complete tasks in a timely manner;
- Demonstrate integrity, ingenuity, and inventiveness in the performance of assigned tasks;
- Learn new aspects of police work depending on specialty assignment areas.

Acceptable Experience and Training

- High school diploma or GED equivalency is required and advanced training in police science, interviewing, active shooter, crime scene, or a related field is preferred;
- Five (5) years of full-time law enforcement experience is required

Special Qualifications

- Current Idaho POST Basic Certificate is required and an Idaho POST Intermediate Certificate is preferred;
- A valid driver' license is required.

Essential Physical Abilities

- Sufficient clarity of speech and hearing, with or without reasonable accommodation, which permits the employee to discern verbal instructions, communicate effectively, interrogate and interview people, discern noises that may require investigation, and perform telephone and radio communication;
- Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to comprehend written work instructions, perform surveillance, sight and shoot a firearm, gather evidence at crime scenes, and coordinate and conduct detailed investigations;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to use a firearm safely and effectively, direct traffic, write reports, utilize equipment required for the performance of duties, and operate a vehicle;
- Sufficient personal mobility, flexibility, stamina, strength, agility, and physical reflexes, with or without reasonable accommodation, which permits the employee to direct traffic, bend or stoop repeatedly, maneuver through and over rough, uneven, slippery or rocky terrain, perform search activities for extended periods of time, physically apprehend and restrain an individual, and perform all duties required in a law enforcement environment.

Job Announcement:

City of Rathdrum
Police Detective
School Resource Officer
(Police Department)
Full-time Regular Position

Posted: April 14, 2016

Essential Duties: The primary function of an employee in this class is to investigate and resolve criminal incidents and complaints at all area schools. The work is performed under the supervision of the Police Chief, but latitude is granted for the exercise of independent judgment and initiative. This is the entry level Detective position where the employee is performing investigative duties but may be learning specialized investigative areas such as narcotics, property crimes, juvenile crimes, crimes against persons, or other specific assignments. The principal duties of this class are performed in both a public building environment and field environment that may include exposure to adverse weather conditions and to potential personal danger.

Minimum Requirements: High school diploma or GED equivalency is required and advanced training in police science, law enforcement, or a related field is preferred. Five (5) years of full-time law enforcement experience is required. An Idaho POST Basic Certificate is required and an Idaho POST Intermediate Certificate is preferred.

Wage: 7.5% increase in base wage.

Term: This position is by appointment of the Police Chief and will have a term of three (3) years. The Police Chief may extend the appointment up to five (5) years if the officer is performing above standard. The appointed officer may be removed from the position by the Police Chief prior to the end of the term without cause due to performance, availability or any other reason. If the appointed officer is removed from the position they will be re-assigned to the last position that they held prior to the appointment.

Schedule: This position requires working 80 hours every two weeks. During the school year the position will be scheduled Monday-Friday from 7:30 am to 3:30 pm. During the summer months, Christmas holiday and Spring break the position will revert to Patrol and will be used to fill vacation and training absences. The person appointed may be scheduled to work weekends, holidays, and/or night shifts depending upon department needs.

The assigned officer will also be limited on the amount of vacation time and comp time that can be taken during the school year. A maximum of 5 vacation or comp days can be taken during the school year; excluding school holidays or teacher work days when students are not in school.

Screening: Based on meeting the minimum requirements and job related experience, skills, knowledge and abilities. An oral interview may be required.

Physical/Environmental Factors: The principal duties of this class are performed in both a general office environment and an outdoor environment that may include exposure to adverse weather conditions and to potential personal danger. This work requires sufficient clarity of speech and hearing, which permits the employee to discern verbal instructions, communicate effectively, interrogate and interview people, discern noises that may require investigation, and perform telephone and radio communication; sufficient visual acuity, which permits the employee to comprehend written work instructions, perform surveillance, sight and shoot a firearm, gather evidence at crime scenes, and coordinate and conduct detailed investigations; sufficient manual dexterity, which permits the employee to use a firearm safely and effectively, direct traffic, write reports, utilize equipment required for the performance of duties, and operate a vehicle; sufficient personal mobility, flexibility, stamina, strength, agility, and physical reflexes, which permits the employee to direct traffic, bend or stoop repeatedly, maneuver through and over rough, uneven, slippery or rocky terrain, perform search activities for extended periods of time, physically apprehend and restrain an individual, and perform all duties required in a law enforcement environment. These duties need to be done with or without reasonable accommodation.

To apply: Submit a Letter of Interest, resume and at least three (3) letters of recommendation to the Police Chief before 5:00 p.m. on the closing date.

Closing Date: Friday April 22, 2016

The provisions of this announcement do not constitute an expressed or implied contract. Provisions contained in this announcement may be modified or revoked at any time without notice.

The City of Rathdrum is an equal opportunity employer

Recruitment is open to all persons who meet minimum qualification requirements regardless of race, color, religion, national origin, political affiliation, gender, age, or disability. Rathdrum City will make reasonable accommodations for disabilities when they will not impose undue hardship.

PUBLIC WORKS DEPARTMENT
8047 W. Main Street
Rathdrum, ID 83858
P 208.687.2700
F 208.687.1377

Memo

To: Rathdrum City Council
From: Kevin Jump
CC:
Date: March 23, 2016
Re: Generator Maintenance & Inspection

Attached is an agreement with Western States Equipment for maintenance & inspection of the City's 4 large generators, as which are listed on page 2 of the agreement. For this agreement, "maintenance" implies that the Western States will inspect each generator approximately every 6 months and prepare an inspection report. Other than annual oil and/or filter replacements, faulty items noted in the inspection report(s) will be repaired/replaced outside of the extent of the attached agreement at a negotiated cost.



Western States Equipment

520 North Dyer Road Spokane, WA. 99212

Phone: 509-535-2287 Fax: 509-535-6255

Customer Service Agreement

CSA # 013103

Western States Equipment Co. agrees to perform maintenance as listed on pages 3 through 7 for the engine driven Generator System owned by;

Customer Name-	City Of Rathdrum
Customer Address-	14000 N Pristine Dr
	Rathdrum ID 83858

Western States Equipment Co. agrees to perform maintenance items as outlined on "Generator Set Inspection Report" of this agreement. Maintenance will be performed two times per year at intervals of approximately six months, exact dates to be determined by Western States Equipment Co. with agreement by owner. The total annual cost of this maintenance will be - \$4,609.37 , see page two of this agreement for total cost breakdown.

Service rendered under this agreement will be during Western States Equipment Co's regular business hours. Service requested at time other than regular business hours will be billed at applicable rates. Owner agrees to provide Western States and or designated representative reasonable and sufficient access to the equipment at the time/times requested by Western States Equipment Co.

This agreement will remain in force until terminated by either party through written notice to the other at least Thirty days prior to a scheduled maintenance visit. Western States Equipment Co. is not obligated to supply any parts, labor or travel expenses other than that specified on pages 3 through 7. This agreement does not include damage caused by abuse, accident, thefts, acts of nature or by altered equipment. Western States Equipment's liability under this agreement, if any, shall be limited to the cost of performing its obligation hereunder, but in no event shall Western States Equipment's liability exceed the annual amount first listed above. Furthermore, in no event shall Western States Equipment Co. be liable for any consequential, incidental or exemplary damages, including but not limited to, loss of profits, down times or damages.

In consideration of this agreement, owner agrees to remit the sum listed on page two which will be payable upon the completion of each maintenance visit. If the owner has established an open account with Western States Equipment, an invoice will be rendered at the completion of each visit. Western States Equipment reserves the right to negotiate an adjustment to the above amount on an annual basis based on variations in components and labor costs. This amount includes travel time and mileage.

PRICE DOES NOT INCLUDE APPLICABLE TAXES AND ENVIRONMENTAL FEES.

The following is covered under agreement number: CSA # 013103

Make	Model	Serial	Semi Annual	Annual	Total
Kohler	20RZ	275733	\$303.00	\$560.78	\$863.78
Cummins	DSGAB	D08017902	\$303.00	\$719.45	\$1,022.45
Cummins	VTA 28-GS2	C900305440	\$303.00	\$1,330.54	\$1,633.54
Caterpillar	3406	G6B01102	\$303.00	\$786.60	\$1,089.60
0	0	0	\$0.00	\$0.00	\$0.00

Semi Annual Maintenance is due in September 201~~6~~
 Annual Maintenance is due in March 201~~5~~
 Semi Annual Maintenance includes Generator Inspection
 Annual Maintenance includes Generator Inspection, oil and filter replacement and oil sample

Associated Switch Gear:

Make	Model	Serial	Voltage	Amperage
TBD	TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD	TBD
0	0	0	0	0

Additional Services:

Load Bank testing can be done with the semi annual visit for an additional fee

agrees to the terms and costs listed in this Customer Service Agreement.

Western States Equipment is committed to ensure proper operation of all your Emergency Power Generation Equipment, we look forward to working with you.

Owner Representative

Western States Representative

Print _____

Print Jeff Wallace

Sign _____

Sign Jeff Wallace

Date _____

Date 3/14/2016

PUBLIC WORKS DEPARTMENT
8047 W. Main Street
Rathdrum, ID 83858
P 208.687.2700
F 208.687.1377

Memo

To: City Council
From: Kevin Jump
CC:
Date: March 25, 2016
Re: Lease of Street Sweeper

As we've done in past years, we are asking for Council's approval to lease a street sweeper for 1-to-2 weeks. The street sweeper allows us to more efficiently broadcast left-behind winter debris (sand, salt, etc.).

We've leased equipment (front loader, street sweeper) from Rowand Machinery in previous years.



Spokane, WA 509-838-5252
 Pasco, WA 509-547-8813
 Hayden, ID 208-762-2657

Rowand Machinery Company (hereinafter, Lessor), rents and leases to Lessee, as herein named, the below described personal property, hereinafter with all replacement parts, additions, repairs, and accessories incorporated therein and/or affixed thereto, referred to as Equipment.

EQUIPMENT RENTAL AGREEMENT			CUSTOMER NUMBER 18148	CONTRACT NUMBER 56470	DATE 3/4/2016
LESSEE NAME CITY OF RATHDRUM			LESSOR NAME & ADDRESS Rowand Machinery Spokane		
STREET ADDRESS CITY SHOP 7310 W BOEKEL ROAD			W 6210 Rowand Road SPOKANE WA 99224 509-838-5252		
CITY RATHDRUM	STATE ID	ZIP 83858	MARKET USE	COUNTY CODE ID055	SECURITY DEPOSIT \$0.00
NAME OF CONTACT joe	TELEPHONE		EQUIPMENT WILL BE USED AT	PERCENTAGE OF RENTAL APPLIED TO PURCHASE	
PURCHASE ORDER NO tba	GOVT BID NUMBER		RATHDRUM, ID 83858 KOOTENAI	0.00%	

RENTAL TERM Begin Date: 3/4/2016 Est End Date: 3/31/2016	RENTAL RATE IS		MAX HOURS IS NO MORE THAN		MINIMUM RENTAL GUARANTEED BY LESSEE
	\$253.33	Per Day	8	Per Day	<input type="text"/>
	\$760.00	Per Week	40	Per Week	ADDITIONAL CHARGES (Specify)
	\$2,280.00	Per Month	160	Per Month	<input type="text"/>

DESCRIPTION OF RENTAL EQUIPMENT					
Rental Unit No	Make	Model Name	PIN No	Meter	Present Value
7119	SUPER	SUPERIOR BROOM SWEEPER	814858	148	\$45000.00
Total Present Value					\$45,000.00

Contract Notes

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT IN THE ITEMS ON THE FOLLOWING PAGES.			
LESSEE (CUSTOMER)	All new equipment rented hereunder was received with Operator's Manuals, and operation and servicing have been explained to me.	LESSOR (DEALER)	The equipment rented hereunder was set up, inspected and, if new, adjusted according to factory recommendations before delivery. Operation and servicing have been explained to the Lessee.
SIGNATURE	DATE	SIGNATURE	DATE

ORIGINAL

RENTAL AGREEMENT

RENTAL TERMS: Rental Term to start on the day the Equipment is received by Lessee (hereinafter Begin Date). Transportation charges to be paid both ways by Lessee. Lessee agrees to pay Lessor as Rental for use of the above described Equipment, the sum per the Term identified in the foregoing, ~~payable in advance of use of Equipment.~~ All rentals are to be paid to Rowand Machinery Company, PO Box 19099 Spokane, WA 99219. Payments are due on Begin Date and thereafter on the beginning day of each subsequent Rental Period. Rental Rate is as described in the foregoing. Lessee hereby agrees to a Minimum Rental as indicated in the foregoing for the Term or any portion of said Term. Rent is to begin accruing on the day Equipment is received by Lessee and is to end on the day Equipment is returned by Lessee to Lessor at Lessor's premises from which the Rental originated or otherwise agreed in writing by Lessor and Lessee. If Lessee retains the Equipment after expiration of the Rental Term, such retention shall be construed as a continuance of this lease at the same Rental Rate and under the same terms until said Equipment is so returned to Lessor at the place above specified. At any time after expiration of the original Rental Term, upon three (3) days written notice to be given by Lessor to Lessee, Lessee agrees to return Equipment to the premises specified per the foregoing.

~~USE: Lessee further agrees to use said Equipment for only one shift of eight (8) hours per day of twenty four (24) hours, or forty (40) hours per week of seven (7) days, or one hundred sixty (160) hours per four (4) week period.~~ If Lessee desires to use Equipment for a greater number of hours than herein specified, then such additional time is to be paid for by Lessee on a pro-rata basis at the same Rental Rate as herein provided.

INSPECTION BY LESSEE: Lessee shall inspect Equipment within forty-eight (48) hours of receipt. Unless Lessee, within said time, gives notice in writing to Lessor specifying any defect or other proper objection to the Equipment, Lessee shall conclusively be presumed to have accepted the Equipment in its then condition.

REPAIRS: Lessor shall not be obligated to make any repairs or replacements; Lessee shall not incur for Lessor's account or liability any expense therefore without Lessor's prior written consent.

FUEL: Lessee is wholly responsible for all fuel consumed by Equipment during Rental Term and will be charged at Lessor's current per gallon charge-out rate for any fuel not replaced at the time the Equipment is returned to Lessor.

OPERATORS: Lessee shall cause the Equipment to be operated by competent and trained operators only, and shall pay all expenses related to any operation thereof, including any related operator training or credentials.

LIABILITY: Lessee shall indemnify and save Lessor harmless from any and all injury to or loss of the Equipment from whatever cause, and from liability arising out of the use, maintenance, and/or delivery thereof, but shall be credited with any amounts received by Lessor from insurance procured by Lessee. Damage for any loss or injury shall be based on the then true and reasonable market value of the Equipment, irrespective of rentals theretofore paid or accrued.

INSURANCE: Lessee, at its sole expense, shall keep Equipment insured for the Rental Term and any renewals or extensions thereof, for the full insurable value thereof, against fire and theft with extended or combined additional coverage and against such other risks in such amounts as Lessor may specify. Lessee shall on request of Lessor deliver to Lessor the policies or evidence of insurance with a standard long form endorsement attached thereto, showing losses, if any, payable to Lessor, in form satisfactory to Lessor, together with receipts for the premiums thereunder.

TAXES: Lessee shall comply with and conform to all laws, ordinances, and regulations relating to the ownership, possession, use, or maintenance of the Equipment, and save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character occasioned by or arising out of such use. Lessee agrees that, during the term of this lease, in addition to the rent and all other amounts provided herein to be paid, it will promptly pay all taxes, assessments and other governmental charges levied or assessed upon the interest of the Lessee in the Equipment or upon the use or operation thereof or on the earnings arising therefrom, and as additional rent will promptly pay or reimburse the Lessor for all taxes, assessments, and other governmental charges (including fees for titling and registration of equipment, if required) levied or assessed against and paid by the Lessor on account of its ownership of the Equipment or any part thereof, or the use or operation thereof, or the leasing thereof to the Lessee, or the rent herein provided for or the earnings arising therefrom, exclusive, however, of any taxes based on net income of Lessor.

TITLE: All said Equipment shall remain personal property, and title thereto shall remain in Lessor exclusively. Lessee shall keep the equipment from any and all liens and claims, and shall do or permit no act or thing whereby Lessor's title or rights may be encumbered or impaired. Upon expiration or termination hereof, Equipment shall be returned unencumbered to Lessor by Lessee at Lessee's sole expense and in the same condition as when received by Lessee, reasonable wear and tear resulting from proper use thereof alone excepted. Lessee shall pay rent at said rate until all said Equipment arrives at Lessor's premises.

INSPECTION: Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Equipment and shall give Lessor immediate notice of any attachment or other judicial process affecting the Equipment, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building, or place where the Equipment is located and may remove the Equipment immediately, without notice to Lessee, if the Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly cared for or abused.

NON-WAIVER: Time is of the essence. Lessor's failure at any time to require strict performances by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Lessor's rights hereunder are cumulative and not alternative.

NO WARRANTY: Lessor, not being the manufacturer of the Equipment, nor manufacturer's agent, makes no warranty against patent or latent defects in material, workmanship, or capacity of the Equipment, nor warranty that the Equipment will satisfy the requirements of any law, rule, specification, or contract which provides for specific machinery or operators, or special methods; all liabilities arising therefrom are assumed by Lessee at its sole risk and expense. **NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE. NEITHER LESSOR NOR ITS ASSIGNS WILL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY RESULT FROM THE USE, PERFORMANCE, OR FAILURE OF THE EQUIPMENT.** Lessee acknowledges that the Equipment is of a size, design, and capacity selected by Lessee and that Lessee is satisfied that the Equipment is suitable for Lessee's purposes. No oral agreement, guaranty, promise, condition, representation, or warranty shall be binding; all prior conversations, agreements or representations related hereto and/or to said Equipment are integrated herein. No modification hereof shall be binding unless in writing signed by Lessor.

DEFAULT: In the event of Lessee's default hereunder or becoming insolvent or if Lessee ceases doing business as a going concern, or if a petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an extension), or if Lessee, without Lessor's prior consent, attempts to remove or sell or transfer or encumber or sublet or part with the possession of said Equipment, Lessor and/or its agents may without notice or liability or legal process enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where said Equipment may be or by Lessor is believed to be, and repossess the Equipment, disconnecting and separating all thereof from any other property and using all force necessary or permitted by applicable law so to do; Lessee hereby expressly waives all further rights to possession of the Equipment and all claims for injury suffered through or loss caused by such repossession. Should any legal proceeding be instituted by Lessor to recover any moneys due and to become due hereunder and/or for possession of the Equipment, Lessee shall pay a reasonable sum (15% of the amount sued for if not prohibited by law) as attorney's fees to be not less than two hundred and fifty dollars (\$250.00).

ASSIGNMENTS: Neither this Lease nor Lessee's rights hereunder shall be assignable except with Lessor's express written consent; the conditions hereof shall bind any permitted successors and assigns of Lessee. If Lessor assigns the rents reserved herein or all or any of Lessor's other right hereunder, assignee's rights shall be independent of any claim of Lessee against Lessor; Lessee on receiving notice of any such assignment shall abide thereby and make payment as may therein be directed. Following such assignment the term "Lessor" shall be deemed to include or refer to Lessor's assignee.

DATA REPORTING SYSTEMS. The Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Lessor, John Deere, or other John Deere dealers. Lessee agrees that Lessor, John Deere, and other John Deere dealers (their affiliates, successors and assigns), without further notice to Lessee have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with the Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics ("Data Reporting Systems"); and (iii) update the Data Reporting Systems software from time to time. Machine Data may be transferred out of the country where it is generated, including to or from the U.S.A. In the event that the Machine Data includes Lessee's personal information, Lessee hereby consents to the collection, use and disclosure of such personal information, to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements with such employees or third parties and to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee shall not use the Data Reporting Systems to track the location of any person unless Lessee has first obtained any necessary approvals from such person to permit Lessee, Lessor, John Deere and other John Deere dealers to track such location. Lessee shall not remove, modify or disable any Data Reporting Systems without Lessor's prior written consent.

MISCELLANEOUS: Lessee will not change or remove any insignia or lettering on the Equipment and shall leave conspicuously identified each item of the Equipment by suitable lettering thereon to indicate Lessor's ownership. All transportation charges shall be borne by Lessee. All notices relating hereto shall be mailed registered or certified to Lessor or Lessee at its respective address above shown or at any later address last known to the sender. If any part hereof is contrary to, prohibited by, or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In case of any default by Lessee hereunder, all sums due and to become due hereunder shall, at the option of Lessor or any assignee of Lessor, become payable immediately. Lessee waives all rights under all exemption laws. Lessee admits the receipt of a true copy of this Equipment Lease. This Lease is irrevocable for the full Lease Term and for the aggregate rental herein reserved, and the rental shall not abate by reason of termination of Lessee's right of possession and/or the taking of possession by Lessor or for any other reason, and delinquent installments of rent shall bear interest at the highest lawful contract rate. In case of any default by Lessee hereunder, Lessor may sell the Equipment or may re-lease the Equipment for a term and a rental rate which may be equal to, greater than, or less than the Rental Rate and term herein provided. Any proceeds of sale, received within sixty (60) days after repossession, or any rental payments received under a new lease made within such sixty (60) days for the period prior to the expiration of this Lease, less Lessor's expenses of taking possession, storage, reconditioning and sale or re-leasing, shall be applied to the Lessee's obligations hereunder, and Lessee shall remain liable for the balance of the unpaid aggregate rental set forth above as liquidated damages. Lessee's liability shall not be reduced by reason of any failure of Lessor to sell or re-let within such sixty (60) days.

Read and understood - Initial:

Delivery Accepted By: _____

Signature

Please Print Name Clearly

Memo

To: File
From: Kevin Jump
CC:
Date: April 5, 2016
Re: New Water Production Well

The attached agreement, between the City of Rathdrum and Welch-Comer & Associates, addresses the following items:

- Bid Phase Services for New Test Well
- Bid Phase Services for New Well Building
- Construction Phase Services for New Test Well
- Construction Phase Services for New Well Building
- Post-Construction Phase Services for New Well Building and Well Equipment
- Legal Description for New Well Parcel

I kindly ask that the City Council approve this agreement. We will not issue Notice to Proceed for this agreement until the results are received for the test well.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated July 14, 1998 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Rathdrum Well Bidding & Construction Phase Services

B. Description:

Part 1 – City of Rathdrum (City) desires to complete construction of a new municipal production well. The well is anticipated to be 24 inches in diameter and approximately 315 feet in depth.

After construction, the well will be checked for alignment and test pumped.

Part 2 – Upon completion of Part 1, the City of Rathdrum (City) desires to complete construction of a new well building for the new municipal production well completed in Part 1 of this scope. Construction shall consist of a new CMU well building, piping, and incidentals.

Part 3 – Conduct survey work to determine existing property boundary and establish limits of new well parcel.

2. Services of Engineer

A. Bidding Phase Services

- 1) Part 1 and 2: Production Well and New Production Well Building and Equipment
 - a) Conduct pre-bid meeting on site with bidders.
 - b) Respond to bid questions.
 - c) Prepare addenda if necessary
 - d) Attend bid opening.
 - e) Review and tabulate bids.
 - f) Provide written recommendation of award.

B. Construction Phase Services

- 1) Part 1: Production Well
 - a) Conduct Pre-Construction Meeting with City and Contractor
 - b) Stake location of new well
 - c) Review Contractor Submittals
 - d) Prepare Contractor Progress Payment Requests
 - e) Track actual pay quantities
 - f) Review cutting samples for screen design
 - g) Visit site as needed during construction
 - h) Participate in test pumping
 - i) Review alignment tests provided by the contractor
 - j) Prepare record drawings and submit to IDEQ
- 2) Part 2: New Production Well Building and Equipment
 - a) Conduct Pre-Construction Meeting with City and Contractor

- b) Baseline and Benchmarks: As appropriate, establish baselines, benchmarks and offsets for locating the Work which in Consultant's judgment are necessary to enable Contractor to proceed.
- c) Review Contractor Submittals
- d) Prepare Contractor Progress Payment Requests
- e) Track actual pay quantities
- f) Visit site as needed during construction
- g) Participate in start-up
- h) Conduct substantial completion walk through with Contractor and City
- i) Provide written punchlist of any outstanding items.
- j) Provide verification that punchlist items have been completed
- k) Prepare record drawings and submit to IDEQ

C. Post Construction Phase

- 1) Part 1 and Part 2: New Production Well Building and Equipment
 - a) Review Contractor provided O&M submittals
 - b) Provide O&M manual for completed facility
 - c) Provide assistance as needed during 12 month warranty period.

D. Right of Way: Establish New Well Parcel

- 1) Conduct monument search in the field to determine existing adjacent property boundary. Establish limits of new well parcel. Prepare descriptions for well parcel along with an access easement. Set monuments at new parcel corners, prepare and file a record of survey drawing.

E. Assumptions

- 1) Design, Bid and Construction Phase services for the required transmission main to connect the new well to the City's water distribution system are excluded from this scope of work but can be added by subsequent task order at the City's request.
- 2) Part 1: Production Well
 - a) Well will generally be located 2,600 feet south of Lancaster Road and 600 feet west of Highway 41.
 - b) Water quality testing lab fees will be paid directly by the City.
 - c) Drilling permit will be obtained by Contractor.
 - d) Full time Inspection by Engineer's representative is not required.
 - e) Construction contract time shall be less than 60 calendar days.
- 3) Part 2: New Production Well Building and Equipment
 - a) Sub-consultant fees for electrical and structural sub-consultants are included in this scope of services.
 - b) Contractor will be responsible for special inspections related to the building construction.
 - c) Full time Inspection by Engineer's representative is not required.
 - d) Construction contract time shall be less than 180 calendar days.

3. Owner's Responsibilities

- A. Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Payments to Engineer

- A. City shall pay Engineer for services described above as follows:

- 1) For Basic Services having a Determined Scope-Lump Sum Method of Payment. City shall pay ENGINEER for the services identified herein the following Lump Sum amounts for each phase:

Part 1: Production Well

Bidding Phase Services	\$ 4,250
Construction Phase Services	\$25,200

Part 2: New Production Well Building and Equipment

Bidding Phase Services	\$ 5,000
Construction Phase Services	\$38,500
Post Construction Phase	\$ 2,800

Right of Way: Establish New Parcel \$ 3,600

- a) The Lump Sum includes appropriate amounts to account for labor, overhead, profit, and Reimbursable Expenses. Subconsultant charges, if any, are INCLUDED in the above.
- b) The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

5. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin
6. The Effective Date of this Task Order is _____, 2016.

OWNER:
CITY OF RATHDRUM, IDAHO

ENGINEER:
WELCH COMER & ASSOCIATES, INC.

By: _____
Name: Vic Holmes
Title: Mayor

By: _____
Name: Steven B. Cordes, P.E.
Title: Vice-President

Firm's Certificate No. C-273
State of: Idaho

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____
Title: _____
Address: 8047 W. Main
Rathdrum, ID, 83858
E-Mail Address: _____
Phone: 208-687-0261
Fax: 208-687-2700

Name: Necia Maiani, P.E.
Title: Sr. Project Manager
Address: 350 E. Kathleen Avenue
Coeur d'Alene, ID 83815
E-Mail Address: nmaiani@welchcomer.com
Phone: 208-664-9382
Fax: 208-664-5946

PUBLIC WORKS DEPARTMENT
8047 W. Main Street
Rathdrum, ID 83858
P 208.687.2700
F 208.687.1377

Memo

To: File
From: Kevin Jump
CC:
Date: April 5, 2016
Re: Flashing School-Zone Crosswalk Warning Signs

As you are aware, we authorized Traffic Safety Supply Company on a materials-only contract for 5 new sets of RRFB Solar-Powered Flashing School-Zone Crosswalk signs. This contract is associated with a Community Choices grant that the City of Rathdrum was awarded in 2015. The Community Choices program is a federal-aid program and is administered by ITD.

With the materials-only contract, the City was going to use its own forces to install the signs since we have successfully installed 2 previous sets of these same sign systems. Since federal aid is involved, we are required to have our work inspected by a ITD-certified inspector. Therefore, we are herein providing an agreement with HMH Engineering to provide these services. We are seeking Council's approval of the attached agreement.

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number 93947

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF RATHDRUM, whose address is 8047 W. Main St. Rathdrum ID 838589287, hereinafter called the "Sponsor," and HMH, LLC, whose address is 1302 W Hayden Ave, Hayden, ID, 83835, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: SH 53 SCHOOL ZONE CROSSINGS, RATHDRUM
PROJECT NO: A014(333)
KEY NO: 14333

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants: n/a

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Gregory Brands, Staff Engineer; (208) 772-1274; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:
 - a. **Attachment No. 1A** is the Consultant Agreement Specifications which are applicable to all agreements.

- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1A.

- 2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **6/17/2016**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

- A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.
- B. Compensation Amount
 - 1. Not-To-Exceed Amount: **\$5,000.00**
 - 2. Additional Services Amount: **\$0.00**
 - 3. Total Agreement Amount: **\$5,000.00**
- C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

- D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$5,000.00** to perform the work of this Agreement.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

HMH, LLC
Consultant

CITY OF RATHDRUM
Sponsor

By: 

By: _____

Title: MANAGING MEMBER

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

CONSULTANT AGREEMENT SPECIFICATIONS
Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

I. DEFINITIONS

1. **Administrator:** Person directly responsible for administering a consultant agreement on behalf of the State or a Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list all work tasks, their durations, negotiated milestones and their dates, and all State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total agreement amount paid based on factors established in the agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State believe necessary for the satisfactory completion of the agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.

14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.
15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **State:** Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".
17. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31 and be supported by audit accepted by the State.

II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction - Subsection 105.10 and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all work performed by the State or their representatives.

IV. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or subconsultants capable of and devoted to the successful accomplishment of work to be performed under this agreement. The specific individuals or subconsultants listed in the agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal

V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each

Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

VI. DIRECT COST

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

VII. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount for which the PSA represents. The State assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in original scope of work. For the Consultant to receive payment for any work under the additional services amount of this Agreement, said work must be performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

VIII. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

Each progress report shall list billings by PSA number and reference milestones.

IX. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made, based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost less the fixed fee for the work satisfactorily completed for each billing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made including Fixed_Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://www.itd.idaho.gov/design/cau/policies.htm>.

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.
5. Payments to Subconsultants

Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the consultant receives from the State, in accordance with 49 CFR, Part 26. The consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed.

Form ITD-2892 (Certification of Payment) shall be filled out by the consultant for each invoice and provided to the Agreement Administrator verifying payment to subconsultants. Upon completion of the work, the consultant shall certify total payment to all subconsultants on Form ITD-2921 (Certification of Payment Amounts). Forms will be provided by the State.

X. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

Employ or retain, or agree to employ or retain, any firm or person, or; pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the State, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project. This includes employees who leave the Consultant's employment.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the State.

- a. Increase in the work required by the State due to unforeseen circumstances.
- b. Revision in the work required by the State subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the State.
- d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of State order for nonperformance a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the State will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the State and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

- a. Extensions of time may be granted for the following reasons:
 - i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
 - ii. Additional work ordered in writing by the State.
- b. Extensions of time will not be granted for the following reasons:
 - i. Underestimating complexity of work.
 - ii. Redoing work rejected by the State.

5. TERMINATION

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.
- d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be

given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for arbitration with the American Arbitration Association (AAA). Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

7. ACCEPTANCE OF WORK

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State's notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

If the Consultant discovers errors or omissions in its work, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the agreement.

The Consultant's liability for damages incurred by the State due to negligent acts, errors or omissions by the Consultant in its work shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, the Consultant has the right to make and retain

copies of all data and documents for project files. All material acquired or produced by the Consultant under this contract may be public records under the Idaho Public Records Act. Reference Idaho Code Section 74-102(13).

9. INDEMNITY

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement. Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 1999; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 1999.

10. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

Regarding workers' compensation insurance, the consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

11. LEGAL COMPLIANCE

The Consultant at all times shall observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

12. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

13. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

14. PATENTS

The Consultant shall hold and save the State and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, or copyright.

15. CIVIL RIGHTS ACT

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

a. Compliance With Regulations.

The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.

(<http://www.itd.idaho.gov/civil/pdf/eeocc/dbesprgn.pdf>)

b. Nondiscrimination.

The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age or handicap/disability.

c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment.

In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age or handicap/disability.

d. Information and Reports.

The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the agreement.

e. Sanctions for Noncompliance.

In the event the Consultant or subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Consultant until they have achieved compliance;
- Suspension of the agreement, in whole or in part, until the consultant or subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
- Cancellation, termination or suspension of the Agreement, in whole or in part;
- Assess against the consultant's final payment on this agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.

f. **Incorporation of Provisions.**

The Consultant shall include the provisions of paragraphs a through e in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by regulations, orders, or directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interest of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

16. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;

- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

19. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

**SCOPE OF SERVICES FOR CONSTRUCTION
ENGINEERING & INSPECTION (CEI) SERVICES**

DATE: 02/26/2016

Project Name: 14333 SH53 School Zone Crossing, Rathdrum
KEY NO.: 14333

This scope of work is to provide Construction Engineering, and Inspection (CEI) Services limited to contract administration, inspection, materials sampling, and project office documentation under the general direction of the assigned Idaho Transportation Department (ITD) Resident Engineer, for construction of the SH53 School Zone Crossing project located in Rathdrum, Idaho. HMM Engineering (HMM) intends to provide the ITD with experienced administration, inspection/sampling personnel for this project. Through this contract, HMM will inspect and document to the approved local standards documented in the approved Materials Memorandum 17A.

HMM's role is limited to the scope of services described herein and is working under the authority of the ITD. HMM shall not have the authority to modify the Contract Documents, scope of Contractor's Work, performance times, or payment to the Contractor. The ITD is responsible for authorizing all changes to the Contract Documents, approving all payments to the Contractor, and final acceptance of the Work.

Project Schedule - HMM proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the contractor's submittal and construction schedule. It is anticipated that HMM will be engaged in CEI services from April, 2016 through July, 2016 based on the anticipated construction schedule and contract documents. Additional compensation will be considered and negotiated in a mutually agreeable manner with HMM for additional work that may result due to schedule impacts beyond our control.

The following tasks represent the individual services that are to be provided by HMM under this agreement:

PRIMARY TASKS:

1. **Construction Administration**- HMM will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project for acceptance by the ITD. The following sub-tasks represent a partial list of the activities necessary to administer the contract.
 - 1.1. Submittal Log & Minimum Testing Requirements (MTR's) - HMM will develop a list of required submittals for the project prior to start of construction and will also track and maintain a log of shop drawings and submittals, and encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported to ITD and the City. HMM will also develop the MTR list for the project prior to start of construction. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing of samples and reporting results.

Performance Assumptions:

- i. Minimum Testing Requirements (MTR's) will be prepared for review and approval of the Resident Engineer who will coordinate with the ITD Materials Engineer.

1.2. Filing & Records Verification - Project files will be maintained at HMM's office in Hayden, Idaho. Copies of requested information will be forwarded to the Resident Engineer. Periodic checks of the files may occur by the ITD during the project to check that records are being accurately kept and the filing system is up to date.

Performance Assumptions:

- i. Maintain project filing system.
- ii. Compile testing and certification information to MSR- The office assistant will keep current material summary reports for verification of pay estimate quantities.
- iii. Maintain all Correspondence documents. At project close-out, Correspondence documents will be submitted.

1.3. Materials Certifications- Certifications, as required by bid item, will be requested for certain materials incorporated into the project. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.

1.4. Contract Submittal Review- Contract submittals will be reviewed as necessary. It is understood that all interpretations and clarifications will be directed to the Resident Engineer and the Design Engineer of Record as necessary.

Performance Assumptions:

- i. Traffic Control Plans - Contractor Submitted Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications.
- ii. Contractor concrete mix designs will be processed and approved through coordination with the Resident Engineer and ITD's Materials Engineer per the QA Manual requirements, in conformance with the Memo 17A.
- iii. HMM will check items found on the ITD Qualified Products List before they are incorporated into the project.

1.5. Monthly Invoicing – Monthly invoices of HMM labor will be submitted to the Resident Engineer for review and processing each month. The CONSULTANT shall formally notify the Agreement Administrator upon reaching 85% of the expended contract amount.

2. **Project Inspection** - Inspection will be performed by HMM staff which are qualified per ITD QA Manual requirements, and currently certified. A spread sheet with qualifications and certifications will be prepared and maintained to track full compliance with ITD, WAQTC, and IQP requirements.

2.1. Inspector Diaries - Periodic reports on ITD forms will be prepared to record the Contractor's hours on the site, weather conditions, daily activities, observations in general, and specific observations in more detail as the case of observing test procedures. Project diaries will be maintained in the project files. Certificates of

inspections, tests, and approvals required by the Contract Documents will be received and reviewed.

2.2. Identify and Recommend Corrections- Perform construction site inspections of the Contractor activities. Identify non-compliant work including any omissions, substitutions, defects and deficiencies in the work of the Contractor discovered by HMH during project inspection and document with recommendations to the Resident Engineer.

2.3. Pay Quantity Collection- Pay documents will be provided and quantity measurements will be checked for accuracy.

3. **Materials Sampling & Testing**- HMH will provide and coordinate materials sampling and testing services as required by ITD QA Manual, and Memo 17A and the Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement. HMH may utilize the services of Allwest Testing (SUBCONSULTANT) to provide materials sampling and testing services during peak times.

3.1. Quality Assurance and Verification Sampling & Testing- Sampling & Testing will be performed according to ITD Quality Assurance (QA) Manual and Construction Contract requirements including verification and acceptance sampling as specified by the QA Manual. Sampling of component materials and completed work items will be performed to verify that the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications, and contract special provisions. HMH will meet the minimum sampling frequencies per the QA Manual MTR's or as directed by the Resident Engineer. HMH/Allwest will provide sampling and testing field equipment and sample containers.

4. **Project Close-Out & Record Drawings** - HMH will track changes and deviations from the plans and review the contractor's As-Built drawings. At the completion of the project, marked drawings will be submitted to ITD. At project close-out, all records will be finalized and quantity calculations verified. A final package of records will be submitted to the Resident Engineer for review and acceptance.

4.1. Verify that necessary documents have been received for submission of contractor's affidavit of payment.

4.2. Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of the Resident Engineer and the Contractor, to determine if the work is Substantially Complete. Develop a punch list for the completion of the work prior to final acceptance or substantial completion where required. If there are no objections from the ITD, HMH will deliver a certificate of substantial completion to the Resident Engineer and the Contractor.

4.3. Participate in a final inspection, to include representatives from the ITD, to determine if the completed work by the contractor is acceptable so that the ITD may recommend in writing, final payment to the Contractor.

4.4. HMM will review "as built" record plans received from the Construction Contractor. HMM will forward to the ITD record plans showing appropriate record information based on project annotated documents received and deemed acceptable from the Contractor.

5. **Professional Service Fee**- HMM will invoice the Resident Engineer for professional labor and reimbursable expenses as described in this scope of work, and cost estimate, and will bill only for the efforts actually expended to complete the project in accordance with the provisions of the agreement for this work.

The fee estimate, level-of-effort projections, and schedule assumptions represent HMM's professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the contractor's schedule. HMM will advise the Resident Engineer of such issues and any fee and/or schedule impact prior to implementing revised activities.

6. **Key Understandings-**

- 6.1. All work will be under the supervision of the Resident Engineer or his assigned representative.

HMH Engineering, llc

Project Name: 14333 SH53 School Zone Crossing, Rathdrum

ITD Key No. 14333

		HMH ENGINEERING				
Task	Description	Project Manager: M. Hall	Project Coordinator/ Inspector: Pat Conro	Materials Testing: Wendy Brondt	Office Assistance: C. Redline	Total Labor Hours
1	CONSTRUCTION ADMINISTRATION					
1.1	Submittal Log and MTR's	0.5	1			2
1.2	Filing & Records Verification		2			2
1.3	Materials Certifications	0.5	4			5
1.4	Contract Submittal Review	1	2			3
1.5	Monthly Invoicing	0.5			1.5	2
	Subtotal	2.5	9		1.5	13
2	PROJECT INSPECTION					
2.1	Inspector Diaries	2	20			22
2.2	Identify and Recommend Corrections		1			1
2.3	Pay QTY Collection/Documents	0.5	1			2
	Subtotal	2.5	22			25
3	MATERIALS SAMPLING					
3.1	QA and Verification Sampling and Testing	0.5	2	20		23
	Subtotal	0.5	2	20		23
4	PROJECT CLOSEOUT					
4.1	Document Verification	0.5	1			2
4.2	Substantial Completion Inspection	1	2			3
4.3	Final Inspection	1	1			2
4.4	Record Plans	0.25	1			1
	Subtotal	2.75	5			8
	Total Labor Hours	8.25	38	20	1.5	68

HMH Engineering, llc

Project Name: 14333 SH53 School Zone Crossing, Rathdrum

ITD Key No. 14333

A. SUMMARY OF MAN-HOUR COSTS

					2.3574		
		Man-Hrs	Raw Rate	Loaded Rate	=	Cost	
1	Project Manager: M. Hall	8.25	@ \$47.12	\$111.08	=	\$	916.42
2	Project Coordinator/ Inspector: Pat Conrod	38	@ \$26.00	\$61.29	=	\$	2,329.11
	Materials Testing: Wendy Brondt	20	@ \$23.00	\$54.22		\$	1,084.40
	Office Assistance: C. Redline	1.5	@ \$25.00	\$58.94		\$	88.40
	Total Labor Hours	67.75					

TOTAL DIRECT SALARY COST = \$ 4,418.33

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

110.48%

C. NET FEE

12.0%

TOTAL PAYROLL HMH = \$ 4,418.33

D SUBCONSULTANTS

Allwest

\$ -

C. OUT-OF-POCKET EXPENSE

Overtime *

hrs

= \$ -

E. DIRECT EXPENSES

\$ 520.00

= \$ 394.40

* Overtime estimate for peak construction

TOTAL = \$4,813

STAFF REPORT
March/April 2016
Finance & Administration



CURRENT ACTIVITY

1. New Utility Accounts – 20 – Closed - 23
 2. Cemetery – Burials - None
 3. Normal Monthly Activity (Utility Bills/Customer Service/Payables/Payroll/General Ledger)
 4. Human Resource functions- Benefits Management-Sherri is attending training later this month
 5. Website & Facebook updates
 6. Council meeting preparation
 7. Attended Mountain View High School Reverse Job Fair
 8. Department Head Meeting & Staff Meeting Coordination
 9. Working on Electric Franchise Agreement with Avista
 10. Finalizing City Administrator Job Description
-

**Mayor and City Council Report
For Regular Meeting on April 13, 2016**

**RATHDRUM PARKS, RECREATION, & CEMETERY DEPARTMENT
Eric Singer, Parks and Recreation Director**

Recreation Programs through April 8th, 2016

- Spring Soccer Report. Spring Soccer starts on April 9th. We have a total of 50 teams in the program. Games will be every Saturday at Stub Meyer Park and Thayer Park.
- Mayor's Cup Golf Tournament Update. Staff is in the process of collecting prizes and sponsorships. We haven't had a lot of registrations yet but it is still very early.

Community Events

- The first Annual Community Easter Egg Hunt was held on Saturday March 26th at Majestic Park. I would estimate that we had between 400-500 kids in the park. It was our first year running this event and it was very successful and was very well attended. The Rathdrum American Legion helped plan and coordinate the event and they did an outstanding job. This year we bought 6,000 eggs and I would like to purchase 10,000 eggs next year. Since it was our first year our staff will have a follow-up meeting to discuss what changes if any we will make next year.
 - The Park and Recreation staff is also prepping for the annual Youth Fishing Derby. The event will be held on Saturday June 11th at City Park.
 - Staff is in the process of getting the Concert in the Park contract signed for the 2016 summer concert series.

Park Activities

- Park staff is in the process of getting bid packages finalized for the Majestic Park amphitheater area. Staff expects to start construction by the middle of April.
- Staff has taken several park reservations for the summer.
- Park staff has started servicing mowers and equipment for the summer.
- Park staff is currently designing and getting prices for new banners on Main Street.

Cemetery

- Cemetery Clean-up Day is on May 7th at 10 a.m.
- The New Niche Wall is scheduled to be delivered on Wednesday June 1st. Staff is currently getting the site ready for delivery.

Parks and Recreation Commission

- Staff reported that both the Majestic Park Concept Plan and the Roth Park Playground equipment was approved at last month's council meeting. Playground equipment has been ordered and should be arriving soon.

Administration

Nothing to Report



PUBLIC WORK'S STAFF REPORT

Public Works Department

April 4, 2016

1. Public Projects

- a. **Sewer/Water Master Plans and Policy Update:** The City Council adopted the Water System Master Plan, Sanitary Sewer Master Plan and Basic Utility Policies. With legal staff input, we are in the process of reviewing and revising our city ordinances so that they better reflect our expectations. City Staff has prepared a draft water system ordinance. Legal staff has provided comments to the draft ordinance. Standard Details for water infrastructure have been drafted and have been circulated for internal staff review.
- b. **BNSF Railway - 2nd set of Tracks:** On 11.6.2014, ITD, BNSF, Kootenai County Sheriff's Department and the City of Rathdrum met to discuss BNSF Railway crossing at Mill Street and the future paralleling set of tracks through Rathdrum. BSNF has asked that Rathdrum identify our water main crossings, as BNSF will require us to extend the protective steel casing under the limits of the new proposed set of rail. We have pot-holed 4 of the 5 locations and are compiling our collection information so that we can provide it to BNSF. BNSF has informed us that any water line casing extensions need to be completed by the end of 2015. We anticipate that there is 1 water main crossing which will need to be modified.
BNSF mentioned their intentions of making improvements to SH53 (NB right-turn lane extension, SB left-turn lane extension, extension of NB travel lane). The placement of the 2nd set of tracks, thru the Mill Street intersection, should close Mill Street for 1-day (per BNSF). As recently as September 2015, BNSF advised us that they intend to start construction on the 2nd set of tracks in early 2016. However, others have indicated that BNSF's project will not take place until 2018.
- c. **New Water Production Well:** United Crown Pump & Drilling has drilled the test well. United Crown provided Welch-Comer with the sieve analysis for screen selection. Welch-Comer prepared the screen selection and United Crown ordered the screen. United-Crown anticipates receiving the screen on R4.7.16. Further, United Crown will install the screen and then proceed with developing the well (start test pumping) next week. It is anticipated that the test pumping will be complete by F4.15.16.
- d. **State Highway 41 Improvements:** in the spring/summer 2016, ITD will be conducting a significant amount of work on SH41, from SH53 to Spirit Lake. The work will include: rubblize the existing asphalt, cement-treat the crushed asphalt and re-compact, incidental AC pavement widening, improving turn bays, tree removal to accommodate necessary intersection sight distance improvements and pavement resurfacing. ITD has also indicated that they intend re-stripping the travel lanes as 11-ft wide travel lanes (currently 12-ft wide).

Public Works – Staff Projects

- a. **City-Wide Transportation Plan:** The consultant has developed the sub-network model of Rathdrum's roadway system. DEA has completed a draft of the 2010 sub-network model (existing conditions) and the development of the 2030 sub-network model. DEA has begun work on the scope of work in their recent supplemental agreement.
- b. **2016 Street Rehabilitation Program:**

We are in the process of evaluating roadways which may be candidates for an overlay/rehabilitation. We anticipate that this list will not be complete in April/May 2016.

- c. **Meyer Road Pathway Extension (Silverado to Park Rose Estates subdivision):** We have completed a preliminary design and begun utility coordination activities. There is 1 property where right-of-way is needed to complete the pathway extension. I met with the property owner last week to discuss the project.
- d. **Boekel Pathway Extension - NE Corner of SH41 & Boekel:** We have completed a preliminary design and begun utility coordination activities. There is 1 property where easement is needed to complete the pathway extension. The property owner is amenable to selling us an easement for the pathway.
- e. **Flashing Pedestrian School Zone Signs:** The 5 sets of RRFB Solar-Powered Flashing School-Zone Crosswalk signs were ordered from Traffic Safety Supply Company in March 2016. We anticipate receiving the sign systems by late-April. We are hoping to begin construction of the foundations for each sign by mid-to-late April.
- f. **Main Street Sidewalk Replacement - Mountain View High School to Washington Street:** We are seeking to replace the deteriorated concrete sidewalk and possibly construct new curbing along the south-side of Main Street.
- g. **2nd Street Improvements - McCartney Street to Mill Street:** We are seeking to installing concrete curbing, replacing deteriorated sidewalk panels on both sides of 2nd Street, install new drainage structures, widen the asphalt paving on 2nd Street to allow for on-street parking, add 1 street light, and reconstruct the existing asphalt pavement.
- h. **Updates to Development Impact Fee Program:** we are preparing to begin the updating process for the City's Circulation (Traffic), Parks and Police Impact Fees in April. It is our intentions to be complete with these efforts and present final recommendations to the Rathdrum City Council in August 2016.

2. Site Plans/Subdivision Development

- a. **Rathdrum Bible Church Addition:** Construction ongoing.
- b. **Timber Landings (McGovern Annexation):** Construction plans were approved on 11/12/15 and construction of the first phase is ongoing. Final Plat Application was submitted on 11.19.15. After further review the Applicant is going to resubmit new plans, Staff is currently waiting.
- c. **STEM Charter School:** Construction for site expansion is substantially complete until spring. A "Site Improvement Agreement for Provisional Certificate of Occupancy" was executed with the owners providing appropriate performance surety for the remaining site work to be completed by 6/30/15. STEM added additional parking paving and landscaping to the site in summer 2015 and requested inspection 11/5/15. A small list of items remain to be completed from both landscape plans to occur in spring 2016. Staff is currently in contact with STEM's Engineer to discuss remaining items that need to be completed. Staff also recently met with STEM representatives on 2/26/16 regarding a proposed 2016 Classroom expansion project which will add 4 classrooms on the southwest side of 2014 Admin/classroom building.
- d. **Weaver Industries:** We conducted a pre-application meeting on 3/4/14 for this expansion project, which includes a new 8,800 SFT building. Plans have been submitted, a review letter and redlines to site plan have been picked up by Paul Matthews on 4/11/14. Staff is currently waiting for a response.
- e. **Marks Marine:** A site plan was approved 9/2/14 for two buildings to be added on site for boat storage and is still under construction at this time. Staff completed a final site inspection on 2/23/16 for Marks Marine; a few items remain to be completed prior to issuing a Certificate of Occupancy.

- f. **NIC:** Construction of site/street development is underway.
- g. **Corbin Crossing South:** Rathdrum City Council approved a preliminary plat on 1.13.16. Construction plans have been received and are in review. The development agreement was approved by City Council and has been signed and recorded. Construction drawings have been reviewed and redline copies have been given to the Applicant for review.
- h. **Prairie Sky - Phases 2, 3, 4 & 5:** Applicant's Engineer submitted the preliminary plat for review on 9.25.15. Staff has presented this to both Planning & Zoning Commission (favorable recommendation) and City Council (approved). We are in the process of amending the development agreement. Construction drawings have been reviewed and a redline copies have been given to the Applicant for review.
- i. **Trading Post:** Site development plans were approved on 10.8.15 and a pre-construction meeting was held on 3/3/16. Construction is underway.
- j. **ACE Hardware:** Applicant has executed a Provisional Certificate of Occupancy for the remainder items which need to be completed.

PROCLAMATION



Whereas, child abuse and neglect are serious problems affecting more than 3.2 million of our nation's children annually and thousands of children locally; and

Whereas, child abuse and neglect respect no racial, religious, class or geographic boundaries, and

Whereas, all of us want a safe, stable and nurturing environment for all of the nation's and our community's children, and

Whereas, Mountain States Early Head Start, through its support of parenting classes, educational programs, and community service activities is making significant progress in strengthening families and communities in order to prevents child abuse and neglect,

Now, Therefore I, Vic Holmes, Mayor of Rathdrum, Idaho, do hereby proclaim the month of April 2016 as;

Child Abuse Prevention Month

and urge citizens to use this time to better understand and recognize their role in supporting families and community prevention efforts and how they can respond to this grievous problem. I would like to congratulate Mountain States Early Head Start for their continued success in helping families break the cycle of child abuse and neglect.

Mayor, Rathdrum, Idaho April 2016



PUBLIC WORKS DEPARTMENT
8047 W. Main Street
Rathdrum, ID 83858
P 208.687.2700
F 208.687.1377

Memo

To: City Council
From: Kevin Jump
CC:
Date: April 1, 2016
Re: Traffic/Circulation Impact Fees

We are in the process of updating our Traffic / Circulation Impact Fees. As such, we are seeking to reconvene the following members to serve on the Citizen Development Advisory Committee:

Larry Clark
Bob Jones
Ron Schmidt
Jim Small
Kris Storey
George Thayer

City staff proposes to update the Development Impact Fee Program, which was last updated in November 2011 (original Program prepared by Hofman Planning Associates in 2005).

We are herein seeking Rathdrum City Council's confirmation of Mayor Holmes' recommendation appointments for the Citizen Development Advisory Committee.

Also, as part of our efforts to complete the 2016 updates to the Development Impact Fee Program, Jerry Mason will be assisting us City Staff in the preparation & review of this product.