



Rathdrum

City Council Agenda

November 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**
- 2) **PLEDGE OF ALLEGIANCE**
- 3) **ROLL CALL**
- 4) **AMENDMENTS TO THE AGENDA**
- 5) **CONSENT CALENDAR APPROVAL**
 - A) Regular Council Minutes of October 12, 2016
 - B) Regular and Special Bills as presented
 - C) Approval of the Development Agreement for North Ranch at Corbin Crossing 2nd Addition
- 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

- A) Avista Franchise Agreement Ordinance
- B) Approval of the Right of Way Acquisition at Stevens & Crenshaw Intersection

10) NEW BUSINESS

- A) Consideration of Alcohol Beverage License for Nadine's Mexican Restaurant
- B) Approval of the Part-Time Recreation Assistant position and job description
- C) Approval of the Utility 1 position and job description
- D) Consider seeking construction bids for South-Zone Water and Sewer Interceptor Project
- E) Review Personnel Policy

11) STAFF REPORTS

- Finance Reporting
- Park and Recreation Reporting
- Police Reporting
- Public Works Reporting
- City Administrator Calendaring

12) MAYOR'S REPORT/APPOINTMENTS

- A) Appointment of Vincent Massey to the Park and Recreation

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

November 9, 2016

Executive Agenda Summary

TO: Mayor Vic Holmes
Council President Fred Meckel
Councilors Paula Laws, Darrell Rickard and Debbie Holmes

FROM: Leon Duce, City Administrator

CC: Department Heads

5. Consent Calendar

- A. Regular Council Minutes of October 12, 2016– For your review
- B. Regular and Special Bills as presented– For your review
- C. Approval of the Development Agreement for North Ranch at Corbin Crossing 2nd Addition. – Recommend approval

6. Ceremonies & Reports

7. Visitors Comments

8. Public Hearings

9. Old Business

- A. Avista Franchise Agreement Ordinance – This ordinance was introduced in July and printed in the newspaper in August. We were required to leave it open for 30 days for comment. No comment was received. I would recommend that we pass this ordinance and have copies signed for both Avista and the City of Rathdrum and send the summary to the newspaper for printing.
- B. Approval of the Right of Way Acquisition at Stevens & Crenshaw Intersection – In August 2016 the City Council considered the purchase of the Right of Way at 7624 W. Crenshaw St.

Everything has moved forward and we now recommend that the City Council gives final approval for the right of way acquisition.

10. New Business

- A. Consideration of Alcohol Beverage License for Nadine's Mexican Restaurant – See application in the packet – There is a church within 300 ft of this business. The State of Idaho will approve this application if the City feels that this will not be an issue. I have contacted David Cuthbert with the Harvest Church to let them know that the application will be discussed at the council meeting.
- B. Approval of the Part-Time Recreation Assistant position and job description – In the packet there is a copy of the job description. This is a position that was budgeted during the budgeting process.
- C. Approval of the Utility 1 position and job description – In the packet there is a copy of the job description. This is a position that was budgeted during the budgeting process.
- D. Consider seeking construction bids for South-Zone Water and Sewer Interceptor Project – We have an easement for this area and we will use existing development impact fees to pay for the construction costs.

11. Staff Reports

- E. Finance Reporting – See report in Packet
- F. Park and Recreation Reporting – See report in Packet
- G. Police Reporting – See report in Packet
- H. Public Works Reporting – See report in Packet
- I. City Administrator Calendaring – See Calendar in Packet

12. Mayor's Report / Appointments

- A. Appointment of Vincent Massey to the Park and Recreation Committee – See application in Packet

13. Council Reports

14. Adjourn



CALENDAR

November– 2016



November 09	6:00 pm	Council Meeting
November 10	10:30 am	Senior Center Meeting
November 10	8:00 am	Council Payday
November 11	8:00 am	Veteran's Day – City Hall Closed
November 12	5:30 pm	Rathdrum Chamber Annual Dinner
November 13	2:30 pm	Veteran Recognition at LHS Commons
November 16	8:00 am	Planning and Zoning
November 17	12:00 pm	Chamber Luncheon
November 22	8:00 am	KCATT
November 22	6:00 pm	Park and Recreation
November 23	5:00 pm	Cemetery Board
November 24	8:00 am	Thanksgiving – City Hall Closed
November 25	8:00 am	City Hall will be closed
November 28	9:00 am	Fall Academy in CDA
December 01	9:00 am	AIC Legislative Committee - Boise
December 06	7:00 am	Jobs Plus
December 07	7:00 pm	Historical Society (Old Jail)
December 08	10:30 am	Senior Center Meeting
December 08	1:30 pm	KMPO
December 14	6:00 pm	Council Meeting



Rathdrum

City Council Minutes

October 12, 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 at 6:00 pm

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

PRESENT: Councilor Meckel, Councilor Laws, Councilor Rickard, Councilor Holmes and Mayor Holmes.

ABSENT: None

STAFF: City Administrator Duce, City Clerk Halligan, Park & Rec Director Singer, Interim Police Chief McLean and City Attorney Cafferty.

4) AMENDMENTS TO THE AGENDA

Mayor Holmes stated that we will be removing number 14 Open Meeting training at this time. It will be back in a month or two.

5) CONSENT CALENDAR APPROVAL

A) Regular Council Minutes of September 14, 2016

B) Special Council Minutes of September 19, 2016

C) Regular and Special Bills as presented

D) Acceptance of 1-Acre of Land and Easements For New Sh41 Water Production Well

E) Accept the Spiker & Mandere, LLC water meter easement

City Administrator Duce gave a brief overview of the Consent Calendar.

Councilor Meckel made a MOTION to accept the consent calendar as presented.
Motion seconded by Councilor Laws.

AYES: Councilor Meckel
Councilor Laws
Councilor Rickard
Councilor Holmes

NAYES: None

ABSENT: None

Passed by all

6) CEREMONIES AND REPORTS

A) Idaho Chiefs of Police Association (ICOPA) re-accreditation

Interim Chief McLean stated that they have received the re-accreditation from the Idaho Chiefs of Police Association (ICOPA).

- B) Pancreatic Cancer Proclamation
- C) Breast Cancer Awareness Proclamation
- D) Veterans Proclamation

Mayor Holmes stated that we have three proclamations, Pancreatic Cancer in November, Breast Cancer Awareness in October and The Veterans Proclamation which I will be giving at the Support and Recognition Ceremony in November.

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

11) STAFF REPORTS

- Finance Reporting
- Park and Recreation Reporting
 - Trunk or Treat Festival will be October 29th at 5:00 pm to 7:00 pm
- Police Reporting
 - We just did our last DUI Grant last month
 - Had a meeting with the school today and they are happy with the SOR and how things are going
- Public Works Reporting
- City Administrator Calendaring
 - October 13th KMPO Meeting
 - October 14th we have been asked to sponsor a table or a couple of seats to the Night of Hearts & Horses. It is an event to help with Special Needs. It is at 5:30 pm. Ron Nelson is putting on this event
 - November 12th is the Rathdrum Chamber of Commerce Dinner
 - November 13th is the Veteran's Dinner at Lakeland High School at 2:30 pm

12) MAYOR'S REPORT/APPOINTMENTS

A) Appointment of Mark Gorton to the Planning and Zoning Commission

Mayor Holmes stated that he would like to suggest the appointment of Mark Gorton to the Planning and Zoning Commission

Councilor Meckel made a MOTION to accept the appointment of Mark Gorton to the Planning and Zoning Commission. Motion seconded by Councilor Rickard.

AYES: Councilor Meckel
Councilor Rickard
Councilor Laws
Councilor Holmes

NAYES: None

ABSENT: None

Passed by all

13) COUNCIL REPORTS

Councilor Holmes

- Kootenai Perspectives is still trying to help Jobs Plus with their outreach. Trying to draw more businesses here

Councilor Laws

- I love the Reader Board

- I saw on the news today about the lady that got the Honey bees rescued in Rathdrum. That was awesome

Councilor Meckel

- KMPO meeting tomorrow at 1:30 pm
- Crosswalk stripping looks great
- NIC opening was awesome

14) OPEN MEETING TRAINING

15) ADJOURN

Meeting adjourned at 6:36 pm

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.

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-217900							
1670	NCPERS IDAHO	C6161116	Sept/Nov premium	10/21/2016	448.00	448.00	10/31/2016
Total 10-217900:					448.00	448.00	
10-218200							
100	AFLAC	344639	Oct premium	10/02/2016	1,669.22	1,669.22	10/13/2016
Total 10-218200:					1,669.22	1,669.22	
10-218400							
596	DELTA DENTAL of IDAHO	NOV2016	Nov premium	10/31/2016	3,138.94	3,138.94	10/31/2016
Total 10-218400:					3,138.94	3,138.94	
10-218500							
501	COMPANION LIFE	904057472800	Nov premium	10/20/2016	738.48	738.48	10/31/2016
Total 10-218500:					738.48	738.48	
10-415-310							
1240	J.THAYER COMPANY, INC	1088179-0	Supplies	10/19/2016	26.75	26.75	10/31/2016
1240	J.THAYER COMPANY, INC	1089595-0	Supplies	10/25/2016	13.48	13.48	10/31/2016
2518	SUPER ONE FOODS	02-618232	Coffee filters	10/31/2016	1.86	1.86	10/31/2016
2518	SUPER ONE FOODS	03-980524	Supplies	10/17/2016	3.84	3.84	10/31/2016
Total 10-415-310:					45.93	45.93	
10-415-320							
546	CRYSTAL SPRINGS	011773011015	Cooler rent & water	10/15/2016	49.75	49.75	10/31/2016
Total 10-415-320:					49.75	49.75	
10-415-370							
1424	NEOPOST	102116	Meter refill	10/21/2016	45.54	45.54	10/31/2016
Total 10-415-370:					45.54	45.54	
10-415-480							
210	ASSOCIATION OF IDAHO CITIE	696	AIC Dues 2017	10/06/2016	1,005.07	1,005.07	10/13/2016
1031	ICCTFOA	2016-2017 DU	Annual dues, Halligan & Taylor, Fe	11/02/2016	45.00	.00	
Total 10-415-480:					1,050.07	1,005.07	
10-415-510							
259	B & C TELEPHONE INC	SPO-077335	Reset password	10/05/2016	18.17	18.17	10/13/2016
2810	VERIZON WIRELESS, BELLEVU	9774312700	Cell phones -CH	10/25/2016	103.85	.00	
Total 10-415-510:					122.02	18.17	
10-415-755							
2440	STAPLES CREDIT PLAN	1648665491	Hon file cabinets	09/12/2016	216.00	216.00	10/31/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-415-755:					216.00	216.00	
10-415-796							
2271	ROYAL BUSINESS SYSTEMS-T	19595646	Copier	10/26/2016	263.05	263.05	10/31/2016
Total 10-415-796:					263.05	263.05	
10-415-800							
1037	ROYAL BUSINESS SYSTEMS-S	IN50622	Utility bills	10/14/2016	147.63	147.63	10/31/2016
Total 10-415-800:					147.63	147.63	
10-415-890							
386	CASCADE COMPUTER MAINTENANCE	1068024	Overage for ITA person	10/05/2016	75.75	75.75	10/13/2016
Total 10-415-890:					75.75	75.75	
10-415-910							
386	CASCADE COMPUTER MAINTENANCE	9197364	Service contract	10/06/2016	539.40	539.40	10/13/2016
Total 10-415-910:					539.40	539.40	
10-416-429							
283	BENEFITS EXCHANGE NORTH	5576	Cobra admin services	10/01/2016	36.00	36.00	10/13/2016
1585	PEAK1 ADMINISTRATION	INV000036618	Flex spending	10/15/2016	50.00	50.00	10/31/2016
Total 10-416-429:					86.00	86.00	
10-419-421							
272	BERNHART & BUCK, INC	1840	Audit preparation	10/20/2016	255.00	255.00	10/31/2016
Total 10-419-421:					255.00	255.00	
10-419-440							
480	COEUR D'ALENE PRESS, INC.	LGL6514	Quartely financial statement	10/27/2016	93.31	.00	
Total 10-419-440:					93.31	.00	
10-419-540							
1399	KOOTENAI URGENT CARE	9604	Flu shots,Lyon,McClure,Brownsbe	10/28/2016	75.00	75.00	10/31/2016
2518	SUPER ONE FOODS	01-478981	Cake-Melissa	10/21/2016	16.98	16.98	10/31/2016
Total 10-419-540:					91.98	91.98	
10-419-870							
1557	MAIL FINANCE	N6170244	Postage meter	10/06/2016	1,739.49	1,739.49	10/13/2016
Total 10-419-870:					1,739.49	1,739.49	
10-421-310							
398	CHIEF SUPPLY CORPORATION	270391	Supplies	10/12/2016	50.49	50.49	10/31/2016
546	CRYSTAL SPRINGS	101381651015	Cooler rent & water	10/15/2016	91.02	91.02	10/31/2016
1240	J.THAYER COMPANY, INC	1084167-0	Supplies	10/05/2016	327.20	327.20	10/13/2016
1240	J.THAYER COMPANY, INC	1090249-0	Planner,stapler	10/26/2016	130.66	130.66	10/31/2016
1360	KOOTENAI COUNTY REPROGR	2016-0000020	Stickers	09/30/2016	106.51	106.51	10/31/2016
2130	RATHDRUM DRUG	ORDSO10503	Paper	10/14/2016	3.18	3.18	10/31/2016
2144	RATHDRUM TRADING POST HA	1610-055609	Glue	10/10/2016	5.39	5.39	10/31/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2144	RATHDRUM TRADING POST HA	1610-056169	Surge strip	10/13/2016	7.91	7.91	10/31/2016
2144	RATHDRUM TRADING POST HA	1610-057069	Heater	10/19/2016	94.49	94.49	10/31/2016
2440	STAPLES CREDIT PLAN	1655046371	Desk	09/21/2016	314.98	314.98	10/31/2016
2440	STAPLES CREDIT PLAN	6655	Chairs & a desk	09/09/2016	639.97	639.97	10/31/2016
2471	STEINS RATHDRUM MARKET	03-58640	Lotion	10/27/2016	21.29	21.29	10/31/2016
2471	STEINS RATHDRUM MARKET	05-110946	Swabs, sugar	10/04/2016	17.37	17.37	10/13/2016
2471	STEINS RATHDRUM MARKET	05-118158	Freezer paper	10/14/2016	7.99	7.99	10/31/2016
2518	SUPER ONE FOODS	03-971049	Coffee	10/07/2016	25.33	25.33	10/13/2016
Total 10-421-310:					1,843.78	1,843.78	
10-421-320							
398	CHIEF SUPPLY CORPORATION	278058	Safeg	10/18/2016	119.00	119.00	10/31/2016
Total 10-421-320:					119.00	119.00	
10-421-325							
736	FIRST RESPONDERS	57527	Department patches	10/03/2016	226.45	226.45	10/31/2016
2471	STEINS RATHDRUM MARKET	08-74270	Uniform cleaned	10/14/2016	5.50	5.50	10/31/2016
Total 10-421-325:					231.95	231.95	
10-421-370							
1424	NEOPOST	102116	Meter refill	10/21/2016	149.49	149.49	10/31/2016
Total 10-421-370:					149.49	149.49	
10-421-423							
430	CITY OF POST FALLS	INV02947	Legal fees	10/15/2016	5,250.00	5,250.00	10/31/2016
Total 10-421-423:					5,250.00	5,250.00	
10-421-430							
1035	ILETS	S6079406BAL	Bal	04/01/2016	.60	.60	10/31/2016
1035	ILETS	S7028711	Access fee	10/04/2016	1,250.00	1,250.00	10/31/2016
1035	ILETS	S7028711	User fee MSGE traffic	10/04/2016	468.75	468.75	10/31/2016
Total 10-421-430:					1,719.35	1,719.35	
10-421-470							
2120	RATHDRUM CHAMBER OF COM	102416	October luncheon	10/24/2016	24.00	24.00	10/31/2016
Total 10-421-470:					24.00	24.00	
10-421-510							
787	FRONTIER	20800167710	Tele	10/13/2016	247.00	247.00	10/31/2016
787	FRONTIER	2086870711OC	Tele	10/13/2016	384.86	384.86	10/31/2016
2810	VERIZON WIRELESS, BELLEVU	9774312700	Cell phones -PW	10/25/2016	755.82	.00	
Total 10-421-510:					1,387.68	631.86	
10-421-520							
240	AVISTA UTILITIES	65389200000	GAS & ELECTRIC	10/20/2016	290.59	290.59	10/31/2016
240	AVISTA UTILITIES	84467400000	Gas	10/20/2016	14.16	14.16	10/31/2016
1370	KOOTENAI COUNTY SOLID WA	84744SEPT16	Dumpster refuse	10/17/2016	53.60	53.60	10/31/2016
75	TIME WARNER CABLE	1234NOV16	Internet service	10/20/2016	174.99	174.99	10/31/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-421-520:					533.34	533.34	
10-421-610							
135	AMERICAN EAGLE MOBILE FLE	6580	Rewired ac plugs	10/06/2016	77.00	77.00	10/13/2016
135	AMERICAN EAGLE MOBILE FLE	6600	Replaced belt buckle	10/14/2016	183.05	183.05	10/31/2016
1815	O'REILLY AUTO PARTS	3930-288796	Fog capsules, mobile power	10/20/2016	85.96	85.96	10/31/2016
1815	O'REILLY AUTO PARTS	3930-289455	Fog capsules	10/24/2016	120.48	120.48	10/31/2016
Total 10-421-610:					466.49	466.49	
10-421-685							
1360	KOOTENAI COUNTY REPROGR	2017-0000001	Dog owner warning	10/21/2016	86.67	86.67	10/31/2016
1390	KOOTENAI HUMANE SOCIETY	RATH9-2016	Animal care	10/08/2016	190.00	190.00	10/31/2016
Total 10-421-685:					276.67	276.67	
10-421-695							
135	AMERICAN EAGLE MOBILE FLE	6583	Tune up	10/11/2016	418.02	418.02	10/31/2016
135	AMERICAN EAGLE MOBILE FLE	6592	Charging system	10/13/2016	637.04	637.04	10/31/2016
Total 10-421-695:					1,055.06	1,055.06	
10-421-720							
45	ACCESS LOCK & SAFE INC	151012	Keys	10/12/2016	18.00	18.00	10/31/2016
1220	James E Monroe DBA	AM26021	Back up alarm battery	07/05/2016	24.00	24.00	10/31/2016
2792	STACEY'S CLEANING SOLUTIO	108	Janitorial service	10/23/2016	165.00	165.00	10/31/2016
Total 10-421-720:					207.00	207.00	
10-421-775							
732	HUME, JOSEPH	2016-0517	Bench notes	10/03/2016	80.00	80.00	10/31/2016
732	HUME, JOSEPH	2016-0518	Bench notes	10/03/2016	80.00	80.00	10/31/2016
732	HUME, JOSEPH	2016-0519	Bench notes	10/03/2016	80.00	80.00	10/31/2016
732	HUME, JOSEPH	2016-0520	Bench notes	10/03/2016	80.00	80.00	10/31/2016
732	HUME, JOSEPH	2016-0537	Service call	10/03/2016	40.00	40.00	10/31/2016
732	HUME, JOSEPH	2016-0544	Service call	10/05/2016	20.00	20.00	10/31/2016
732	HUME, JOSEPH	2016-0548	Service call	10/06/2016	286.95	286.95	10/31/2016
Total 10-421-775:					666.95	666.95	
10-421-796							
1037	ROYAL BUSINESS SYSTEMS-S	IN50720	Base rate & overages	10/17/2016	69.18	69.18	10/31/2016
Total 10-421-796:					69.18	69.18	
10-423-310							
1240	J.THAYER COMPANY, INC	1047870-0	Supplies	05/23/2016	212.16	212.16	10/13/2016
1240	J.THAYER COMPANY, INC	1088179-0	Supplies	10/19/2016	42.39	42.39	10/31/2016
1037	ROYAL BUSINESS SYSTEMS-S	IN51122	Base rate & overages	10/24/2016	79.06	79.06	10/31/2016
Total 10-423-310:					333.61	333.61	
10-423-330							
960	HICO COUNTRY STORE, INC.	108469	Oct fuel PW	10/13/2016	26.08	26.08	10/31/2016
960	HICO COUNTRY STORE, INC.	108470	Oct fuel PW	10/13/2016	54.85	54.85	10/31/2016
960	HICO COUNTRY STORE, INC.	108473	Oct fuel PW	10/31/2016	26.12	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-423-330:					107.05	80.93	
10-423-370							
750	FEDERAL EXPRESS	5-569-08011	Check to ITD	10/06/2016	55.02	55.02	10/13/2016
1424	NEOPOST	102116	Meter refill	10/21/2016	157.51	157.51	10/31/2016
Total 10-423-370:					212.53	212.53	
10-423-510							
787	FRONTIER	2086875542SE	Tele	10/04/2016	327.30	327.30	10/13/2016
2810	VERIZON WIRELESS, BELLEVU	9774312700	Cell phones -PW	10/25/2016	399.44	.00	
Total 10-423-510:					726.74	327.30	
10-423-520							
240	AVISTA UTILITIES	84755700000	GAS & ELECTRIC	10/20/2016	291.70	291.70	10/31/2016
1370	KOOTENAI COUNTY SOLID WA	80608OCT16	Refuse-dumpster	10/17/2016	361.80	361.80	10/31/2016
1370	KOOTENAI COUNTY SOLID WA	81011OCT1	Dumpster refuse	10/17/2016	26.80	26.80	10/31/2016
920	NORTHWEST WASTE & RECYC	69X00642	6yd fl 2xw	09/30/2016	157.75	157.75	10/13/2016
920	NORTHWEST WASTE & RECYC	6AX00626	2yd fl 1xwk	10/31/2016	36.50	.00	
920	NORTHWEST WASTE & RECYC	6AX00627	6yd fl 2xw	01/31/2016	145.10	.00	
75	TIME WARNER CABLE	0277OCT16	Internet service	10/23/2016	164.90	164.90	10/31/2016
Total 10-423-520:					1,184.55	1,002.95	
10-423-720							
2792	STACEY'S CLEANING SOLUTIO	108	Janitorial service	10/23/2016	475.00	475.00	10/31/2016
Total 10-423-720:					475.00	475.00	
10-423-910							
386	CASCADE COMPUTER MAINTEN	9197364	Service contract	10/06/2016	1,618.20	1,618.20	10/13/2016
Total 10-423-910:					1,618.20	1,618.20	
10-424-450							
2850	WELCH COMER & ASSOC., INC.	2016472	General engineering	07/29/2016	1,152.00	1,152.00	10/31/2016
Total 10-424-450:					1,152.00	1,152.00	
10-424-770							
706	ESRI	25763671	ArcGIS Desktop Basic single use	11/02/2016	400.00	.00	
Total 10-424-770:					400.00	.00	
10-425-429							
1396	KOOTENAI COUNTY TITLE	87901	Report	06/22/2016	220.00	.00	
1396	KOOTENAI COUNTY TITLE	87902	Report AIN 128112	06/22/2016	220.00	.00	
Total 10-425-429:					440.00	.00	
10-425-770							
706	ESRI	25763671	ArcGIS Desktop Basic single use	11/02/2016	400.00	.00	
Total 10-425-770:					400.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-431-320							
81	ADVANCED COMPRESSOR & H	67111	Hose, couplers	10/05/2016	290.63	290.63	10/13/2016
200	ARROW CONSTRUCTION SUPP	182266	Safety vest	10/04/2016	64.00	64.00	10/13/2016
200	ARROW CONSTRUCTION SUPP	183811	Glasses, safety vest	11/01/2016	38.01	.00	
470	COEUR D'ALENE POWER TOOL	440533	Grinder,IMP driver	10/07/2016	196.00	196.00	10/13/2016
910	Harbor Freight Tools	263025	Pipe wrench	10/07/2016	49.99	49.99	10/13/2016
1070	IDAHO DEPT OF TRANSPORTA	C16537	Exempt plates-c16537	10/31/2016	23.00	.00	
1650	NAPA AUTO STORE, CDA, INC.	768557	Charger	10/12/2016	101.19	101.19	10/31/2016
1650	NAPA AUTO STORE, CDA, INC.	769853	Gloves	10/26/2016	20.44	20.44	10/31/2016
1726	NORTH 40 OUTFITTERS	19561/E	Air chucks, blow gun	10/04/2016	110.52	110.52	10/13/2016
1730	NORTH IDAHO BLUEPRINT, INC	121439	Map nails	10/18/2016	24.50	24.50	10/31/2016
2144	RATHDRUM TRADING POST HA	1610-054583	Mail boxes	10/04/2016	47.19	47.19	10/13/2016
2144	RATHDRUM TRADING POST HA	1610-056026	Adapter , coupling	10/12/2016	13.77	13.77	10/31/2016
2144	RATHDRUM TRADING POST HA	1610-056173	Coupling	10/13/2016	.35	.35	10/31/2016
2144	RATHDRUM TRADING POST HA	1610-057052	Sign	10/19/2016	3.52	3.52	10/31/2016
2328	SERIGHT'S ACE HARWARE 3	1777/3	Tarp	10/17/2016	22.83	22.83	10/31/2016
2328	SERIGHT'S ACE HARWARE 3	1817/3	Strap pipe hanger, repair tape	10/20/2016	19.41	19.41	10/31/2016
2328	SERIGHT'S ACE HARWARE 3	1860/3	Grade stakes	10/25/2016	14.51	14.51	10/31/2016
2328	SERIGHT'S ACE HARWARE 3	1875/3	Drvway marker	10/27/2016	15.00	15.00	10/31/2016
Total 10-431-320:					1,054.86	993.85	
10-431-350							
1650	NAPA AUTO STORE, CDA, INC.	769412	Fuel pump	10/21/2016	102.77	102.77	10/31/2016
Total 10-431-350:					102.77	102.77	
10-431-390							
1016	INTERMOUNTAIN SIGN & SAFE	6609	Signs	10/03/2016	420.00	420.00	10/13/2016
1016	INTERMOUNTAIN SIGN & SAFE	6651	Signs	10/07/2016	269.25	269.25	10/31/2016
1016	INTERMOUNTAIN SIGN & SAFE	6739	Signs	10/31/2016	513.00	.00	
2911	WESTERN SYSTEMS, INC	31406	Signs	10/07/2016	2,995.99	2,995.99	10/31/2016
Total 10-431-390:					4,198.24	3,685.24	
10-431-510							
220	AT & T CORP	287262285686	On call phone	09/28/2016	51.89	51.89	10/13/2016
Total 10-431-510:					51.89	51.89	
10-431-525							
240	AVISTA UTILITIES	02041383050	Street lights	10/20/2016	21.43	21.43	10/31/2016
240	AVISTA UTILITIES	03958200000	ELECTRIC	10/20/2016	31.67	31.67	10/31/2016
240	AVISTA UTILITIES	04320700000	Street lights	10/20/2016	54.93	54.93	10/31/2016
240	AVISTA UTILITIES	22195300000	ELECTRIC	10/20/2016	25.55	25.55	10/31/2016
240	AVISTA UTILITIES	28201600000	ELECTRIC	10/20/2016	10.10	10.10	10/31/2016
240	AVISTA UTILITIES	30524000000	ELECTRIC	10/24/2016	10.19	10.19	10/31/2016
240	AVISTA UTILITIES	44523000000	Street lights	10/20/2016	61.62	61.62	10/31/2016
240	AVISTA UTILITIES	45279200000	Street lights	10/20/2016	29.39	29.39	10/31/2016
240	AVISTA UTILITIES	57982600000	Street lights	10/20/2016	62.20	62.20	10/31/2016
240	AVISTA UTILITIES	58281500000	Street lights	10/20/2016	11.09	11.09	10/31/2016
240	AVISTA UTILITIES	67320200000	Street lights	10/20/2016	50.46	50.46	10/31/2016
240	AVISTA UTILITIES	68524000000	ELECTRIC	10/20/2016	10.20	10.20	10/31/2016
240	AVISTA UTILITIES	71228100000	ELECTRIC	10/20/2016	11.19	11.19	10/31/2016
240	AVISTA UTILITIES	78962200000	Street lights	10/20/2016	11.19	11.19	10/31/2016
1385	KOOTENAI ELECTRIC	1488980OCT1	Street lights	10/04/2016	162.00	162.00	10/31/2016
1385	KOOTENAI ELECTRIC	1587962OCT1	Street lights	10/20/2016	167.57	167.57	10/31/2016
1385	KOOTENAI ELECTRIC	1800084OCT1	Street lights	10/18/2016	76.00	76.00	10/31/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-431-525:					806.78	806.78	
10-431-570							
1720	Norco	19529186	Cyl rent	09/30/2016	50.43	50.43	10/13/2016
Total 10-431-570:					50.43	50.43	
10-431-610							
1505	LES SCHWAB TIRES	12700168741	Tires	10/14/2016	297.52	297.52	10/31/2016
1650	NAPA AUTO STORE, CDA, INC.	768671	Oil filter	10/13/2016	76.47	76.47	10/31/2016
1650	NAPA AUTO STORE, CDA, INC.	768672	Air filter	10/13/2016	34.92	34.92	10/31/2016
1650	NAPA AUTO STORE, CDA, INC.	770286	Wipers, rainx	10/31/2016	44.70	.00	
1650	NAPA AUTO STORE, CDA, INC.	770501	Drivealign	11/02/2016	40.70	.00	
1815	O'REILLY AUTO PARTS	3930-290535	V-belt, idler pulley, pulley	11/02/2016	70.88	.00	
1930	PLATT	K263953	Clamp meter	09/06/2016	15.21	.00	
2144	RATHDRUM TRADING POST HA	1610-056276	Sealant	10/14/2016	6.79	6.79	10/31/2016
2270	ROWAND MACHINERY CO.	212951	Switch	10/13/2016	136.40	136.40	10/31/2016
Total 10-431-610:					723.59	552.10	
10-431-730							
510	CONMAT, INC.	64755	Sand	10/08/2016	964.84	964.84	10/31/2016
510	CONMAT, INC.	64866	Coarse sand	10/15/2016	576.90	576.90	10/31/2016
510	CONMAT, INC.	64938	Sand	10/22/2016	732.45	732.45	10/31/2016
Total 10-431-730:					2,274.19	2,274.19	
10-431-740							
1200	INTERSTATE CONCRETE, INC.	285128	Salt	10/13/2016	2,157.80	.00	
1200	INTERSTATE CONCRETE, INC.	285645	3" minus crushed	10/26/2016	530.17	530.17	10/31/2016
2512	STRATTON LAND SERVICES, IN	13053-19	Addendum # 19	10/21/2016	4,035.00	4,035.00	10/31/2016
Total 10-431-740:					6,722.97	4,565.17	
10-431-846							
2231	ROADWISE, INC	56174	Freezgard	10/24/2016	5,291.80	5,291.80	10/31/2016
Total 10-431-846:					5,291.80	5,291.80	
10-435-315							
2440	STAPLES CREDIT PLAN	9500296972	Refund	10/06/2016	36.38-	36.38-	10/31/2016
Total 10-435-315:					36.38-	36.38-	
10-435-330							
960	HICO COUNTRY STORE, INC.	108720	Oct fuel PW	10/03/2016	35.29	35.29	10/13/2016
960	HICO COUNTRY STORE, INC.	108724	Oct fuel PW	10/06/2016	44.16	44.16	10/13/2016
960	HICO COUNTRY STORE, INC.	108726	Oct fuel PR	10/12/2016	50.40	50.40	10/31/2016
960	HICO COUNTRY STORE, INC.	108727	Oct fuel PR	10/13/2016	32.43	32.43	10/31/2016
960	HICO COUNTRY STORE, INC.	108729	Oct fuel PR	10/15/2016	37.05	37.05	10/31/2016
960	HICO COUNTRY STORE, INC.	108730	Oct fuel PR	10/17/2016	60.22	60.22	10/31/2016
960	HICO COUNTRY STORE, INC.	108732	Oct fuel PR	10/20/2016	71.00	71.00	10/31/2016
960	HICO COUNTRY STORE, INC.	108733	Oct fuel PR	10/22/2016	25.29	25.29	10/31/2016
960	HICO COUNTRY STORE, INC.	960	Oct fuel PW	10/04/2016	45.90	45.90	10/13/2016
Total 10-435-330:					401.74	401.74	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-435-370							
1424	NEOPOST	102116	Meter refill	10/21/2016	56.38	56.38	10/31/2016
Total 10-435-370:					56.38	56.38	
10-435-470							
2120	RATHDRUM CHAMBER OF COM	102416	October luncheon	10/24/2016	24.00	24.00	10/31/2016
Total 10-435-470:					24.00	24.00	
10-435-510							
2810	VERIZON WIRELESS, BELLEVU	9774312700	Cell phones -PW	10/25/2016	229.09	.00	
Total 10-435-510:					229.09	.00	
10-435-520							
240	AVISTA UTILITIES	00301600000	Area light & electric	10/20/2016	30.23	.00	
240	AVISTA UTILITIES	01268200000	ELECTRIC	10/20/2016	64.78	64.78	10/31/2016
240	AVISTA UTILITIES	24912300000	ELECTRIC	10/20/2016	10.29	.00	
240	AVISTA UTILITIES	30886500000	ELECTRIC	10/20/2016	128.60	.00	
240	AVISTA UTILITIES	34765500000	ELECTRIC	10/20/2016	39.42	39.42	10/31/2016
240	AVISTA UTILITIES	37063400000	ELECTRIC	10/20/2016	12.69	.00	
240	AVISTA UTILITIES	38574400000	ELECTRIC	10/20/2016	45.39	45.39	10/31/2016
240	AVISTA UTILITIES	43055100000	ELECTRIC	10/20/2016	11.19	11.19	10/31/2016
240	AVISTA UTILITIES	45523000000	Area light & electric	10/20/2016	129.95	.00	
240	AVISTA UTILITIES	50301600000	Area Light	10/20/2016	30.43	30.43	10/31/2016
240	AVISTA UTILITIES	53233100000	ELECTRIC	10/20/2016	10.39	.00	
240	AVISTA UTILITIES	90278000000	ELECTRIC	10/20/2016	33.26	.00	
1370	KOOTENAI COUNTY SOLID WA	85115OCT16	Refuse cart	10/17/2016	12.80	12.80	10/31/2016
920	NORTHWEST WASTE & RECYC	69X00653	Comm 96G	09/30/2016	12.00	12.00	10/13/2016
Total 10-435-520:					571.42	216.01	
10-435-720							
1220	James E Monroe DBA	AM25881	Commercial alarm monitoring	10/01/2016	102.00	102.00	10/13/2016
1220	James E Monroe DBA	AM25932	Cemetery-Quarterly alarm monitor	10/01/2016	54.00	54.00	10/13/2016
1220	James E Monroe DBA	AM25937	Commercial alarm monitoring	10/01/2016	66.00	66.00	10/13/2016
2144	RATHDRUM TRADING POST HA	1610-054599	Bulb	10/04/2016	8.99	8.99	10/13/2016
2144	RATHDRUM TRADING POST HA	1610-054875	Php walldog	10/06/2016	5.84	5.84	10/13/2016
2792	STACEY'S CLEANING SOLUTIO	108	Janitorial service	10/23/2016	140.00	140.00	10/31/2016
Total 10-435-720:					376.83	376.83	
10-435-740							
1936	POINTE PEST CONTROL	504272	Service call	10/21/2016	100.00	100.00	10/31/2016
Total 10-435-740:					100.00	100.00	
10-435-890							
732	HUME, JOSEPH	2016-0550	Service call	10/06/2016	40.00	40.00	10/13/2016
2440	STAPLES CREDIT PLAN	9745040747	Supplies	10/11/2016	29.49	29.49	10/31/2016
Total 10-435-890:					69.49	69.49	
10-435-910							
386	CASCADE COMPUTER MAINTEN	9197364	Service contract	10/06/2016	1,618.20	1,618.20	10/13/2016
1037	ROYAL BUSINESS SYSTEMS-S	IN50793	Overage	10/18/2016	127.70	127.70	10/31/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-435-910:					1,745.90	1,745.90	
10-438-315							
1650	NAPA AUTO STORE, CDA, INC.	768020	Gloves	10/07/2016	45.33	45.33	10/31/2016
Total 10-438-315:					45.33	45.33	
10-438-320							
2144	RATHDRUM TRADING POST HA	1610-055034	Gloves	10/07/2016	3.59	3.59	10/31/2016
2144	RATHDRUM TRADING POST HA	1610-055720	Gloves	10/11/2016	14.36	14.36	10/31/2016
2144	RATHDRUM TRADING POST HA	1610-057252	PVC slip cap	10/20/2016	7.86	7.86	10/31/2016
2328	SERIGHT'S ACE HARWARE 3	1734/3	Rope, snap bolts	10/11/2016	32.36	32.36	10/31/2016
2328	SERIGHT'S ACE HARWARE 3	1752/3	Rainsuit	10/13/2016	50.20	50.20	10/31/2016
Total 10-438-320:					108.37	108.37	
10-438-330							
960	HICO COUNTRY STORE, INC.	108720	Mower gas	10/03/2016	26.78	26.78	10/13/2016
960	HICO COUNTRY STORE, INC.	108725	Oct fuel PR	10/12/2016	15.06	15.06	10/31/2016
Total 10-438-330:					41.84	41.84	
10-438-360							
981	HORIZON	2S070208CR	Credit paid 2x	08/03/2016	62.98-	62.98-	10/31/2016
Total 10-438-360:					62.98-	62.98-	
10-438-520							
1385	KOOTENAI ELECTRIC	1587962OCT1	Parks	10/20/2016	39.37	39.37	10/31/2016
Total 10-438-520:					39.37	39.37	
10-438-570							
2144	RATHDRUM TRADING POST HA	1514	Breaker te 1000AVR w/case	10/18/2016	60.00	60.00	10/31/2016
Total 10-438-570:					60.00	60.00	
10-438-770							
136	AMERICAN ON-SITE SERVICES	A-194653	Unit rent	09/30/2016	65.00	65.00	10/13/2016
136	AMERICAN ON-SITE SERVICES	A-194661	Unit rent	09/30/2016	54.17	54.17	10/13/2016
136	AMERICAN ON-SITE SERVICES	A-194745	Unit rent	09/30/2016	39.00	39.00	10/13/2016
Total 10-438-770:					158.17	158.17	
10-439-320							
557	BRYAN CROTHERS	52	Veteran's Memorial repair	10/02/2016	100.00	100.00	10/13/2016
2144	RATHDRUM TRADING POST HA	1610-054853	Trimmer line	10/06/2016	11.69	11.69	10/13/2016
2144	RATHDRUM TRADING POST HA	1610-056287	Adapter	10/14/2016	33.09	33.09	10/31/2016
2328	SERIGHT'S ACE HARWARE 3	1696/3	Marking paint	10/04/2016	6.97	6.97	10/13/2016
Total 10-439-320:					151.75	151.75	
10-439-330							
960	HICO COUNTRY STORE, INC.	108734	Mower gas	10/24/2016	23.62	23.62	10/31/2016
Total 10-439-330:					23.62	23.62	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-439-520							
240	AVISTA UTILITIES	2180110000OC	ELECTRIC	10/20/2016	10.70	10.70	10/31/2016
240	AVISTA UTILITIES	7852400000O	ELECTRIC	10/20/2016	17.55	17.55	10/31/2016
Total 10-439-520:					28.25	28.25	
10-439-630							
136	AMERICAN ON-SITE SERVICES	A-194652	Unit rent	09/30/2016	65.00	65.00	10/13/2016
Total 10-439-630:					65.00	65.00	
10-440-700							
2760	UNDERGROUND EXPRESSION	66732	Shirts	10/18/2016	324.00	324.00	10/31/2016
2760	UNDERGROUND EXPRESSION	66749	Shirts	10/18/2016	438.75	438.75	10/31/2016
2760	UNDERGROUND EXPRESSION	66750	Shirts	10/18/2016	587.25	587.25	10/31/2016
Total 10-440-700:					1,350.00	1,350.00	
10-440-780							
136	AMERICAN ON-SITE SERVICES	A-194655	Unit rent	09/30/2016	65.00	65.00	10/13/2016
136	AMERICAN ON-SITE SERVICES	A-196454	Unit rent	09/30/2016	65.00	65.00	10/13/2016
Total 10-440-780:					130.00	130.00	
10-490-200							
2471	STEINS RATHDRUM MARKET	04-101248	Wellness gift cards	10/19/2016	40.00	40.00	10/31/2016
Total 10-490-200:					40.00	40.00	
10-490-515							
430	CITY OF POST FALLS	INV02948	Oct dispatch	10/15/2016	6,700.50	6,700.50	10/31/2016
Total 10-490-515:					6,700.50	6,700.50	
10-490-990							
1834	PAC	DUES10/1/16-9	Annual dues	10/31/2016	778.30	778.30	10/31/2016
Total 10-490-990:					778.30	778.30	
13-400-100							
708	DAVID EVANS & ASSOCIATES	385783	Project RATH0000-0005 TRANS	10/21/2016	5,239.19	5,239.19	10/31/2016
Total 13-400-100:					5,239.19	5,239.19	
15-400-300							
113	ALPINE BARK BLOWING,LLC	2016-496	Blowing lawn & garden soil	10/14/2016	7,040.00	7,040.00	10/31/2016
561	DANIELS LANDSCAPING SUPP	2016-3549	3/4 " common	10/11/2016	214.50	214.50	10/31/2016
561	DANIELS LANDSCAPING SUPP	2016-3555	3/4" common	10/13/2016	225.50	225.50	10/31/2016
981	HORIZON	2S073270	Adjustable vinyl	10/06/2016	189.52	189.52	10/31/2016
1780	NORTHLAND NURSERY	213880	Ilex bl princ	10/07/2016	171.80	171.80	10/31/2016
1780	NORTHLAND NURSERY	213881	Berb pyr org rckt	10/07/2016	94.43	94.43	10/31/2016
2144	RATHDRUM TRADING POST HA	1610-055082	Landscape fabric	10/07/2016	61.77	61.77	10/31/2016
2144	RATHDRUM TRADING POST HA	1610-058240	Plate compactor-rental	10/25/2016	75.00	75.00	10/31/2016
Total 15-400-300:					8,072.52	8,072.52	
40-400-500							
855	GRANITE ENTERPRISES, INC	16-473	Roof rep{airs at Chamber of Com	10/28/2016	447.00	447.00	10/31/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 40-400-500:					447.00	447.00	
60-434-310							
1240	J.THAYER COMPANY, INC	1088179-0	Supplies	10/19/2016	26.75	26.75	10/31/2016
1240	J.THAYER COMPANY, INC	1089595-0	Supplies	10/25/2016	13.47	13.47	10/31/2016
2518	SUPER ONE FOODS	02-618232	Coffee filters	10/31/2016	1.86	1.86	10/31/2016
2518	SUPER ONE FOODS	03-980524	Supplies	10/17/2016	3.84	3.84	10/31/2016
Total 60-434-310:					45.92	45.92	
60-434-370							
1424	NEOPOST	102116	Meter refill	10/21/2016	45.54	45.54	10/31/2016
Total 60-434-370:					45.54	45.54	
60-434-421							
272	BERNHART & BUCK, INC	1840	Audit preparation	10/20/2016	255.00	255.00	10/31/2016
Total 60-434-421:					255.00	255.00	
60-434-480							
210	ASSOCIATION OF IDAHO CITIE	696	AIC Dues 2017	10/06/2016	1,005.07	1,005.07	10/13/2016
1031	ICCTFOA	2016-2017 DU	Annual dues, Halligan & Taylor, Fe	11/02/2016	45.00	.00	
Total 60-434-480:					1,050.07	1,005.07	
60-434-510							
259	B & C TELEPHONE INC	SPO-077335	Reset password	10/05/2016	18.17	18.17	10/13/2016
2810	VERIZON WIRELESS, BELLEVU	9774312700	Cell phones -CH	10/25/2016	103.84	.00	
Total 60-434-510:					122.01	18.17	
60-434-755							
2440	STAPLES CREDIT PLAN	1648665491	Hon file cabinets	09/12/2016	215.99	215.99	10/31/2016
Total 60-434-755:					215.99	215.99	
60-434-800							
1037	ROYAL BUSINESS SYSTEMS-S	IN50622	Utility bills	10/14/2016	147.62	147.62	10/31/2016
Total 60-434-800:					147.62	147.62	
60-434-890							
386	CASCADE COMPUTER MAINTEN	1068024	Overage for ITA person	10/05/2016	75.75	75.75	10/13/2016
Total 60-434-890:					75.75	75.75	
60-434-910							
386	CASCADE COMPUTER MAINTEN	9197364	Service contract	10/06/2016	539.40	539.40	10/13/2016
Total 60-434-910:					539.40	539.40	
60-435-520							
240	AVISTA UTILITIES	09423000000	Water pumping	10/20/2016	55.25	55.25	10/31/2016
240	AVISTA UTILITIES	10160200000	Water pumping	10/20/2016	9,264.56	9,264.56	10/31/2016
240	AVISTA UTILITIES	11219600000OC	Water pumping	10/20/2016	122.85	122.85	10/31/2016
240	AVISTA UTILITIES	3242300000OC	Water pumping	10/20/2016	11.14	11.14	10/31/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
240	AVISTA UTILITIES	37081600000	Water pumping	10/24/2016	671.45	671.45	10/31/2016
787	FRONTIER	2080016152SE	Water pumping	10/04/2016	24.72	24.72	10/13/2016
787	FRONTIER	2080016635SE	Water pumping	10/04/2016	12.00	12.00	10/13/2016
787	FRONTIER	2080019017SE	Water pumping	10/04/2016	24.72	24.72	10/13/2016
787	FRONTIER	2080019365SE	Water pumping	10/04/2016	12.00	12.00	10/13/2016
787	FRONTIER	2086871575SE	Water pumping	10/04/2016	74.09	74.09	10/13/2016
787	FRONTIER	2087700742SE	Water pumping	10/04/2016	12.00	12.00	10/13/2016
787	FRONTIER	2087700805SE	Water pumping	10/04/2016	12.00	12.00	10/13/2016
Total 60-435-520:					10,296.78	10,296.78	
60-436-320							
103	ALSCO	LSPO1819847	Towels, & med supplies	10/03/2016	42.96	42.96	10/13/2016
103	ALSCO	LSPO1825469	Towels & med supplies	10/17/2016	42.96	42.96	10/31/2016
103	ALSCO	LSPO1831019	Towels, medical supplies	10/31/2016	42.96	.00	
910	Harbor Freight Tools	266248	Code reader	10/20/2016	74.20	74.20	10/31/2016
1650	NAPA AUTO STORE, CDA, INC.	769700	Fitting	10/24/2016	5.12	5.12	10/31/2016
2144	RATHDRUM TRADING POST HA	1610-054592	Fir 6x8	10/04/2016	4.94	4.94	10/13/2016
2144	RATHDRUM TRADING POST HA	1610-054868	Axe handle	10/06/2016	22.00	22.00	10/13/2016
2144	RATHDRUM TRADING POST HA	1610-057204	Sealant	10/20/2016	14.92	14.92	10/31/2016
2144	RATHDRUM TRADING POST HA	1610-057334	Roof coating	10/21/2016	32.72	32.72	10/31/2016
2144	RATHDRUM TRADING POST HA	1610-059183	Nuts & bolts	10/31/2016	29.88	.00	
2328	SERIGHT'S ACE HARWARE 3	1819/3	Nails	10/20/2016	6.75	6.75	10/31/2016
2772	USA BLUEBOOK	092191	Hach DPD	10/21/2016	60.72	.00	
Total 60-436-320:					380.13	246.57	
60-436-450							
50	ACCURATE TESTING LABS,LLC	90115	Coliform Presence/Absence	10/03/2016	80.00	80.00	10/13/2016
50	ACCURATE TESTING LABS,LLC	90354	Coliform Presence/Absence	10/18/2016	80.00	80.00	10/31/2016
50	ACCURATE TESTING LABS,LLC	90564	Coliform Presence/Absence	11/01/2016	80.00	.00	
252	BMI	8374	Completed lead & copper progra	10/10/2016	4,000.00	4,000.00	10/31/2016
Total 60-436-450:					4,240.00	4,160.00	
60-436-490							
1110	IDAHO DEPT of ENVIRONMENT	6585662	Workshop - CHRIS BAIN # 25	10/24/2016	150.00	150.00	10/31/2016
Total 60-436-490:					150.00	150.00	
60-436-520							
240	AVISTA UTILITIES	29079300000	GAS & ELECTRIC	10/20/2016	152.51	152.51	10/31/2016
240	AVISTA UTILITIES	31790700000	ELECTRIC	10/20/2016	70.66	70.66	10/31/2016
787	FRONTIER	2086875003SE	Tele	10/04/2016	25.56	25.56	10/13/2016
Total 60-436-520:					248.73	248.73	
60-436-610							
90	AES, INC.	4150	Sensor at Grange	10/13/2016	225.00	225.00	10/31/2016
90	AES, INC.	4155	Radio for flowmeter	10/13/2016	2,720.00	2,720.00	10/31/2016
Total 60-436-610:					2,945.00	2,945.00	
60-436-720							
2070	R.C. WORST, INC.	261456	Sensor float control switch	10/26/2016	197.08	197.08	10/31/2016
2792	STACEY'S CLEANING SOLUTIO	108	Janitorial service	10/23/2016	60.00	60.00	10/31/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 60-436-720:					257.08	257.08	
60-436-730							
86	ADVANCED SPRINKLERS, INC	08217	Winterized sprinkler system	10/03/2016	45.00	45.00	10/13/2016
86	ADVANCED SPRINKLERS, INC	08218	Winterized sprinkler system	10/03/2016	45.00	45.00	10/13/2016
90	AES, INC.	4161	Integrator support license	10/27/2016	250.00	250.00	10/31/2016
Total 60-436-730:					340.00	340.00	
60-436-760							
81	ADVANCED COMPRESSOR & H	67112	Hydraulic pump	10/05/2016	150.00	150.00	10/13/2016
Total 60-436-760:					150.00	150.00	
60-490-429							
1880	PASSWORD, INC.	10212867	Over calls	10/03/2016	183.12	183.12	10/13/2016
1880	PASSWORD, INC.	10212868	Admin fee	10/01/2016	3.00	3.00	10/13/2016
1880	PASSWORD, INC.	10213545	Overcalls	11/01/2016	126.05	.00	
1880	PASSWORD, INC.	10213546	Admin fee	11/01/2016	3.00	.00	
Total 60-490-429:					315.17	186.12	
61-208000							
430	CITY OF POST FALLS	INV02941	Sewer cap fees-Sept	10/15/2016	64,230.00	64,230.00	10/31/2016
Total 61-208000:					64,230.00	64,230.00	
61-434-310							
1240	J.THAYER COMPANY, INC	1088179-0	Supplies	10/19/2016	26.74	26.74	10/31/2016
1240	J.THAYER COMPANY, INC	1089595-0	Supplies	10/25/2016	13.47	13.47	10/31/2016
2518	SUPER ONE FOODS	02-618232	Coffee filters	10/31/2016	1.87	1.87	10/31/2016
2518	SUPER ONE FOODS	03-980524	Supplies	10/17/2016	3.84	3.84	10/31/2016
Total 61-434-310:					45.92	45.92	
61-434-370							
1424	NEOPOST	102116	Meter refill	10/21/2016	45.54	45.54	10/31/2016
Total 61-434-370:					45.54	45.54	
61-434-421							
272	BERNHART & BUCK, INC	1840	Audit preparation	10/20/2016	255.00	255.00	10/31/2016
Total 61-434-421:					255.00	255.00	
61-434-480							
210	ASSOCIATION OF IDAHO CITIE	696	AIC Dues 2017	10/06/2016	1,005.06	1,005.06	10/13/2016
1031	ICCTFOA	2016-2017 DU	Annual dues, Halligan & Taylor, Fe	11/02/2016	45.00	.00	
Total 61-434-480:					1,050.06	1,005.06	
61-434-510							
259	B & C TELEPHONE INC	SPO-077335	Reset password	10/05/2016	18.16	18.16	10/13/2016
2810	VERIZON WIRELESS, BELLEVU	9774312700	Cell phones -CH	10/25/2016	103.84	.00	
Total 61-434-510:					122.00	18.16	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
61-434-755							
2440	STAPLES CREDIT PLAN	1648665491	Hon file cabinets	09/12/2016	215.99	215.99	10/31/2016
Total 61-434-755:					215.99	215.99	
61-434-800							
1037	ROYAL BUSINESS SYSTEMS-S	IN50622	Utilitiy bills	10/14/2016	147.62	147.62	10/31/2016
Total 61-434-800:					147.62	147.62	
61-434-890							
386	CASCADE COMPUTER MAINTENANCE	1068024	Overage for ITA person	10/05/2016	75.75	75.75	10/13/2016
Total 61-434-890:					75.75	75.75	
61-434-910							
386	CASCADE COMPUTER MAINTENANCE	9197364	Service contract	10/06/2016	539.40	539.40	10/13/2016
Total 61-434-910:					539.40	539.40	
61-435-520							
240	AVISTA UTILITIES	55523000000	Sewer pumping	10/20/2016	186.80	186.80	10/31/2016
240	AVISTA UTILITIES	67850200000	Sewer pumping	10/20/2016	1,210.63	1,210.63	10/31/2016
240	AVISTA UTILITIES	76079300000	Sewer pumping	10/20/2016	26.60	26.60	10/31/2016
787	FRONTIER	2080011809SE	Sewer pumping	01/04/2016	12.36	12.36	10/13/2016
787	FRONTIER	2080016021SE	Sewer pumping	10/04/2016	12.00	12.00	10/13/2016
787	FRONTIER	2080017616SE	Sewer pumping	10/04/2016	15.40	15.40	10/13/2016
787	FRONTIER	2080018109SE	Sewer pumping	10/04/2016	24.72	24.72	10/13/2016
787	FRONTIER	2086871655SE	Sewer pumping	10/04/2016	67.16	67.16	10/13/2016
Total 61-435-520:					1,555.67	1,555.67	
61-436-320							
103	ALSCO	LSPO1819847	Towels, & med supplies	10/03/2016	42.96	42.96	10/13/2016
103	ALSCO	LSPO1825469	Towels & med supplies	10/17/2016	42.96	42.96	10/31/2016
103	ALSCO	LSPO1831019	Towels, medical supplies	10/31/2016	42.96	.00	
910	Harbor Freight Tools	266248	Code reader	10/20/2016	74.19	74.19	10/31/2016
2144	RATHDRUM TRADING POST HA	1610-055929	Gloves	10/12/2016	30.08	30.08	10/31/2016
2144	RATHDRUM TRADING POST HA	1610-057261	Fence	10/20/2016	41.79	41.79	10/31/2016
2144	RATHDRUM TRADING POST HA	1610-057918	Cradle caulk gun	10/24/2016	6.11	6.11	10/31/2016
2328	SERIGHT'S ACE HARWARE 3	1826/3	Nuts & bolts	10/21/2016	13.04	13.04	10/31/2016
Total 61-436-320:					294.09	251.13	
61-436-520							
240	AVISTA UTILITIES	29079300000	GAS & ELECTRIC	10/20/2016	152.50	152.50	10/31/2016
240	AVISTA UTILITIES	31790700000	ELECTRIC	10/20/2016	70.67	70.67	10/31/2016
787	FRONTIER	2086875003SE	Tele	10/04/2016	25.56	25.56	10/13/2016
Total 61-436-520:					248.73	248.73	
61-436-720							
2792	STACEY'S CLEANING SOLUTIONS	108	Janitorial service	10/23/2016	60.00	60.00	10/31/2016
Total 61-436-720:					60.00	60.00	
61-436-730							
90	AES, INC.	4161	Integrator support license	10/27/2016	250.00	250.00	10/31/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 61-436-730:					250.00	250.00	
61-436-765							
81	ADVANCED COMPRESSOR & H	67112	Hydraulic pump	10/05/2016	150.00	150.00	10/13/2016
Total 61-436-765:					150.00	150.00	
61-490-625							
430	CITY OF POST FALLS	INV02936	Sept sewage	10/15/2016	87,359.58	87,359.58	10/31/2016
Total 61-490-625:					87,359.58	87,359.58	
Grand Totals:					258,562.94	251,546.75	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Report Criteria:

Journal Code. Journal code = "CD"

Payee or Description	Date	Check Number	Check Amount
Benway Quality Homes- Credit Balance Refund	10/05/2016	13506	99.09
Nila Jurkovich- ICCTFOA dues- MT, SH & HF	10/05/2016	13509	15.00
NCPERS- October Premium	10/07/2016	13510	256.00
Delta Dental- October Premium	10/07/2016	13511	3,059.94
Copper Basin Construction- Surety Return	10/12/2016	13512	7,500.00
Concrete Enterprises, Inc.- Curb Repair	10/12/2016	13513	535.60
Ryan Montag- Credit Balance Refund	10/13/2016	13514	5.20
3D Equity LLC- Credit Balance Refund	10/13/2016	13515	11.40
Jeff & Lindsay Sindt- Credit Balance Refund	10/13/2016	13516	76.90
Ranita Prety- Credit Balance Refund	10/13/2016	13517	17.05
Amber Zimmer- Credit Balance Refund	10/13/2016	13518	81.15
Kevin Fuhr- Credit Balance Refund	10/13/2016	13519	84.83
Kathy Standal- Credit Balance Refund	10/13/2016	13520	78.37
Susanna Lynch- Credit Balance Refund	10/13/2016	13521	24.70
House of Prayer Church- Boekel Road Pathway	10/13/2016	13522	1,500.00
Benway Quality Homes- Credit Balance Refund	10/13/2016	13523	196.79
Regence Blue Shield- November Premium	10/18/2016	13524	29,128.69
Costco- Police Department Supplies	10/21/2016	13525	1,015.84
APT- Membership for M. Taylor	10/25/2016	13526	145.00
Idaho Department of Water Resources- Adjudication Permit	10/25/2016	13527	1,540.00
Paint Buzz- Adult Paint Class	10/26/2016	13528	340.00
Jennifer Neal- ROW dedication deed Crenshaw/Stevens	10/27/2016	13529	250.00
US Postal Service- October Utility Bills	10/31/2016	13530	761.85
Grand Totals:			<u>46,723.40</u>

DEVELOPMENT AGREEMENT
FOR
NORTH RANCH AT CORBIN CROSSING 2nd ADDITION

THE CITY OF RATHDRUM, hereinafter the "City", a municipal corporation of the state of Idaho, 8047 W. Main Street, Rathdrum, Idaho 83858 and Copper Basin Construction, Inc., an Idaho corporation, P.O. Box 949, Hayden, Idaho 83835, hereinafter "Owner" or "Developer", enter into this Development Agreement, hereinafter the "Agreement."

WHEREAS, Owner owns approximately 79.82 acres of real property in fee simple title located within the City of Rathdrum, which Owner plans to develop (hereinafter the "Property"). Of this larger acreage, a smaller portion of approximately 3.58 acres is planned for a residential, 15-lot single-family development, commonly identified as North Ranch at Corbin Crossing 2nd Addition which requires major investment in public facilities and front-end on-site and off-site improvements (hereinafter the "Project."). The remaining portion of the Property of approximately 76.24 acres is not proposed as part of the subdivision and will not be buildable until such time as it is platted and the required public improvements are installed. The Project area is more specifically identified and described in Exhibit "A", and the Preliminary Plat, Exhibit "B" as approved by the city council, which is attached hereto and incorporated, as if fully set forth herein.

WHEREAS, in order to enhance and strengthen the public planning process it is the desire of the City and the Owner to establish conditions of approval and terms of mitigation, to describe the scope of construction improvements, to foster an understanding between the Owner and the City with regards to the development of the Project described in Exhibit "A" and to assure the maximum effective utilization of the City's resources with the least economic cost to its residents.

WHEREAS, the City has complied with the notice and public hearing requirements for the subdivision approval for the Property, with the proposed 15-single family lots identified and approved the North Ranch at Corbin Crossing 2nd Addition, with conditions, on the 21st day of May, 2014 by the Planning and Zoning Commission . On June 25th, 2014, the City Council approved the 15-single family lots in the Project to be constructed; and

WHEREAS, the City has determined the Project is appropriate for development conditioned upon the Owner entering into a Development Agreement with the City addressing issues relating to development and maintenance of common area landscaping and stormwater management systems, street trees, and future water and sewer infrastructure, and warranty of the infrastructure, on the terms and conditions set forth below.

NOW THEREFORE,

IT IS HEREBY AGREED that subject to the review process for development of the Project, maintenance of continuing progress in development of the Project in compliance with the provisions of this Agreement, and the availability of utility capacity to the Project, Owner shall be allowed to develop the Project as set forth herein.

1. Property and Term.

1.1 Property Subject to this Agreement. All of the real property defined herein as the Project shall be subject to this Agreement, unless otherwise specified herein. The remaining acreage of the Property shall not be subject to this Agreement, except as explicitly set forth below in Section 3.14.

1.2 Term. The term of this Agreement shall commence upon the execution of this Agreement by all parties hereto and shall continue until all lands in the Project are subdivided and/or otherwise developed in accordance with the terms of this Agreement, unless earlier terminated as provided herein.

1.2.1 Section 3.5 Maintenance of Common Area Landscaping and Roadway Drainage Swales shall continue in effect after the term of this agreement and shall be an ongoing obligation of the property owners upon which the landscaping and roadway drainage swales are situated.

2. Project Regulations and Policies.

2.1 Project Development. Owner shall have the right to develop the Project in accordance with the terms and conditions of this Agreement and City shall have the right to control development of the Project as set forth in this Agreement and consistent with applicable local and state laws in effect at the time of issuance of any permit. Except as otherwise specified in this Agreement, the approvals memorialized hereby shall control the overall design, development and construction of the Project, and all on-and off-site improvements and appurtenant improvements in connection therewith, in the manner specified in this Agreement. Nothing in this Agreement shall contravene any applicable provision of law, which is not lawfully subject to modification by the City through an Agreement.

2.1.1 Existing Approvals. Development of the Project shall be subject to all of the conditions and standards as set forth herein. The development of the Project shall be consistent with adopted rules, regulations and ordinances of the City except where such rules, regulations and ordinances are expressly and lawfully modified by the approvals accorded the Project.

- 2.1.2 Future Application. Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions.
- 2.1.3 Fees. All applications for City approvals, permits and entitlements shall be subject to City's development and processing fees and charges at the time of consideration of the final plat map, development approval request, or building permit.
- 2.1.4 Final Plat Approval. During the course of development of the Project, Owner will make application to City for approval of final plat map of the Project. The final plat shall be submitted in accordance with Rathdrum Municipal Code Title 12, Chapter 4. During City's review process of final plat map, the approvals memorialized hereby, and any addenda hereto, shall control conditions imposed by City for the Project and future final plat maps.
- 2.1.5 Disclaimer of Warranties. Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents the fitness, suitability or merchantability of a property, plan, design, material, workmanship or structure for any purpose.
- 2.1.6 Governmental Authority. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Rathdrum, present or future.

2.2 Hold Harmless. Owner hereby agrees to and shall hold City harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise during the construction phase and the warranty period as a result of the actions of the Developer or the Developer's contractors and consultants, relating to the design or construction of the Project, excepting claims and causes of actions brought by the Owner for default of this Agreement or those arising from the negligence or willful misconduct of the City.

3. Conditions of Approval.

- 3.1 Improvements to be Constructed. Developer shall construct the improvements on-site and off-site for the Project required pursuant to the Rathdrum City Code, this Agreement and any other conditions of approval imposed by the Rathdrum City Council prior to this Agreement.
- 3.2 Roadway Drainage Swales. Developer shall construct roadway drainage swales with topsoil simultaneously with construction of new roadways or improvements to existing roadways in the Project. Roadway drainage swales shall be constructed in accordance with the approved construction plans for the Project.
- 3.3 Landscaping/Street Trees. Individual lot owners shall be responsible at time of building permit phase to install seed and maintain or replace grass, plants and trees when the lots are improved along those streets and in those areas as set forth in Landscape Plan component of approved construction plans and in accordance with the Rathdrum City Code.
- 3.4 Irrigation Water Service Lines to Roadway Drainage Swale Areas. Developer shall construct irrigation sleeving under walkways, pathways and pedestrian ramps according to the scheduling (location) as set forth in Landscape Plan component of approved construction plans in the Project. Individual lot owners within the Project shall install and maintain irrigation lines with valves and backflow prevention devices for the purpose of providing irrigation service to each stormwater roadway drainage swale and common landscaping areas as located in dedicated right-of-way areas fronting their individual lots within the Project.
- 3.5 Maintenance of Common Area Landscaping and Roadway Drainage Swales. The owner of each lot within the Project shall irrigate and maintain the landscaping within any stormwater drainage area adjoining/fronting the lot and in groundwater swales and planting strips in rights-of-way(s) adjacent to the owner's lot. The responsibility for the maintenance of that landscaping and all costs associated with the maintenance, including the water fees and replacement of any dead trees,

shrubs and grass shall be the responsibility of the individual lot owners. In the event the lot owner fails to meet their obligations under this provision, the City is authorized to contract to provide the maintenance services and to assess the cost of such maintenance and water fees to the lot owners. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the Project.

- 3.6 Irrigation System Casings. Developer shall install a two (2) inch minimum diameter casing for each lot under the sidewalks to the planting strips or swales and at all lot corners abutting a right-of way during the construction of all sidewalks and/or walkways as part of the infrastructure to be installed within the Project to support future irrigation system needs.
- 3.7 Walkways and Stormwater. Developer shall construct five (5) foot wide sidewalks along the north side of Majestic Avenue, an eight (8) foot multi-use pathway on the east side of Boxcar Street and a five (5) foot wide sidewalk on the west side of Hiawatha Street in accordance with city standards. Developer shall further construct stormwater drainage swales along, the north side of Majestic Avenue, both sides of Boxcar Street and the west side of Hiawatha Street in accordance with the city standards.
- 3.8 Streetlights. Developer shall place street lights along all improved right-of-ways in the Project as set forth in the approved construction plans.
- 3.9 Streets. All streets in the Project shall be built to City standards.
- 3.10 Construction Access: Access to the Project site shall be limited to improved streets located in existing right-of-ways directly adjacent to the area under development, which improved streets and right-of-ways shall be maintained in a clean and orderly manner kept clear of all construction debris and material.
- 3.11 Public Street Closure. When working within the existing public right-of-way outside of the Project being constructed, the Developer shall keep at least one travel lane open at all times and provide the appropriate traffic control, at no cost to the City, to allow for vehicle travel in a safe manner through the construction area. Street closures will only be allowed with prior approval by the City Engineer and only upon a showing by the Developer that the construction cannot be accomplished without a street closure. Approval for a street closure shall be for a limited duration set by the City Engineer, which shall be strictly adhered to by the Developer.
- 3.12 Phase Sustainability. The public infrastructure and other required amenities must be installed for each phase of the Project, to allow that phase to function without the construction of any subsequent phases of the Project.
- 3.13 Sediment Erosion Control Plan. Developer shall maintain sediment and erosion control measures as set forth in approved sediment and erosion control plan during all phases of construction of the Project.

- 3.14 Dedication of Right-of-Way. Right-of-ways sufficient to meet the city standards shall be dedicated as follows: an additional ten (10) foot along the north side of existing 70' Majestic Avenue right-of-way, sixty (60) foot right-of-way width for Boxcar Street and forty (40) foot for the half right-of-way section of Hiawatha Street.
- 3.15 Dedication of Easements. Developer shall dedicate sufficient easements for the installation, maintenance and operation of wastewater lines and piping over and across the property and off-site properties as necessitated by engineering design sufficient to allow for the provision of wastewater removal.
4. Improvement Construction Standards And Procedures.
- 4.1 Any public utility service contemplated by this Agreement needs to be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations, and tariffs of the State of Idaho to the extent they may apply.
- 4.2 If the State of Idaho or other agency having authority disallows any utility service to be provided by the City or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Owner under this Agreement. The disallowance shall not be grounds for any claim, action, or demand against the City.
- 4.3 Owner shall bear all cost associated with the installation of all public utilities owned and operated by the City or regulated by the Idaho Public Utilities Commission, including street lights. These installation costs shall not be passed on to the City unless provided for otherwise within an appendix to this agreement.
- 4.4 Prior to performing any work in the existing public right-of-way, the Owner shall obtain the required encroachment permit and comply with the insurance and surety requirements associated with the permit.
- 4.5 The Owner shall minimize the tracking of materials and dirt along any developed public right-of-way through use of methods approved by the City to assure existing streets are kept free of excessive dirt and other foreign materials.
- 4.6 Owner shall not proceed with construction of any phase of the Project, except for movement or stripping of top soil, until construction plans have been approved by the City Engineer, a construction improvement agreement is signed by the City and a pre-construction conference has been completed between the Owner and the City.

- 4.7 Owner shall be responsible to either pay the sewer and water cap fees and hookup fees or confirm that those fees have been paid by any property owner, which the Owner connects to the City sewer or water system as part of the installation of the public improvement.
- 4.8 The City Engineer is authorized to approve an alternate design for the stormwater management system instead of the preliminary drawings presented at the public hearing, if, in the opinion of the City Engineer, the alternate design meets or exceeds the goals and treatment capacity provided in the design reflected on the preliminary drawings.
- 4.9 The Owner shall not obtain permits for the construction of improvements or commence the construction of improvements until this Agreement has been completed and signed by the Owner and the City, and all applicable fees have been paid as required by City ordinance or resolution.
- 4.10 Building permits may be issued, once a performance bond for the completion of the infrastructure is submitted to and accepted by the City and final plat recorded, or alternatively, once all of the infrastructure has been installed and approved by the City and final plat recorded. All infrastructure associated with the Project, including those items for which surety has been provided, must be completed and accepted by the City prior to the issuance of any certificate of occupancy for a building constructed within the Project.
- 4.10.1 The Owner shall be responsible to provide written notice, at or before, the time of closing, to each purchaser of a lot before the subdivision improvements are completed that no certificate of occupancy will be issued until such time as the subdivision improvements are completed and accepted by the City.
- 4.11 At all times after construction of the subdivision improvements are commenced, and prior to the sale of lots, the Owner shall be responsible to provide weed and dust control for the Project, including but not limited to weed removal, and to keep the construction site free of garbage and debris.

5. Performance Guaranty:

- 5.1 Owner shall guarantee, for the sole benefit of the City that the Owner will perform all of its obligations not yet completed under this Agreement for the Project at the time of final plat approval for the Project. The guaranty shall be in a form approved in Sections 5.1.1, 5.1.2, and 5.1.3. During the term of this Agreement, the Owner may, with the written consent of the City, substitute for a performance guaranty submitted under this section

another guaranty in the required amount and in one of the forms specified herein.

5.1.1 Performance Bond. Owner may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City Attorney. The bond shall name the City as the sole beneficiary and the Owner as the principal.

5.1.2 Escrow. Owner may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City Attorney.

5.1.3 Letter of Credit. The Owner may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in a form approved by the City.

5.2 Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Owner shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Owner's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.

5.3 As soon as the earliest of the following occurs, the City shall release any performance guaranty which has not been used or encumbered:

5.3.1 The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 5.4. Or,

5.3.2 The expiration of the warranty period as provided in Section 5.4.

5.4 Owner's Warranty.

5.4.1 Owner shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year, except for street improvements, which shall be warranted for two (2) years. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property,

improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages.

5.4.2 The Owner's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.

5.4.3 Except as provided in Subsection 5.4.2, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Owner's warranty.

5.4.4 To secure the Owner's performance of the warranty under subsection 5.4.1, the performance guaranty provided by the Owner under Section 5.1 shall remain in effect until the end of the warranty period, or the Owner shall provide a warranty guaranty by one or more of the methods described in Sections 5.1.1 through 5.1.3.

5.5 City's Remedies Under Warranty

5.5.1 The City shall notify the Owner in writing upon its discovery of any failure or defect covered by the warranty in Section 5.4.1. The City shall notify the Owner before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Owner of the results of all such tests and inspection.

5.5.2 Owner shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. Owner shall correct the failure or defect at its own expense and to the reasonable satisfaction of the City.

5.5.3 If the Owner fails to correct the failure or defects within the time allowed by Section 5.5.2, the City may correct the failure or defect at Owner's expense. If the Owner fails to pay the City for the corrective work within thirty (30) days of the City sending the bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Owner's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.

5.5.4 In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Owner and warranty bond surety as quickly as possible.

6. Consistency with Comprehensive Plan.

6.1 The parties agree that the terms of this Agreement are compatible with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents.

7. Notices.

7.1 Formal written notices or demands by the parties pursuant to this Agreement shall be sufficiently given if dispatched by a recognized overnight courier such as Federal Express or UPS, or by certified mail, postage prepaid, return receipt requested, to the offices of the City and Owner indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this section. Notices may also be delivered by personal delivery to an officer of the Owner or the Public Works Director of the City.

DEVELOPER

Steve White
Copper Basin Construction, Inc.
P.O. Box 949
Hayden, Idaho 83835

CITY

Mayor
City of Rathdrum
8047 W. Main Street
Rathdrum, Idaho 83858

8. Default, Remedies, Termination, and Review.

8.1 General Provisions. Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days notice in writing, measured from the date of delivery to a recognized overnight courier such as Federal Express or UPS, or certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty-day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding, unless the act of default is conclusive and incapable of cure. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting

and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or if the cure has not been commenced within such period and diligent effort has not been made to effect cure thereafter, the party to this Agreement alleging the default, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to the Notice provision of this Agreement shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is allowed to withhold approval of subsequent phases of the Project or issuance of building or construction permits when a material condition of default exists.

- 8.2 Applicable Law/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the action shall be brought in Kootenai County, Idaho and the prevailing party shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be found by the Court.

9. Subsequent Laws As Superseding Terms.

- 9.1 Supersedure by Subsequent Laws. If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Owner shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

10. Mortgagee Protection; Certain Rights of Cure.

- 10.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Project or any portion thereof after the date of

recording this Agreement, including the lien of any deed of trust or mortgage ("**Mortgage**"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity including any deed of trust beneficiary or mortgagee ("**Mortgagee**") who acquires title to the Project, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

- 10.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 10.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Project to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement, unless the City releases its interest in performance by action of the City Council.
- 10.3 Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default given Owner hereunder and specifying the address for service thereof, then City is authorized to deliver to such Mortgagee, concurrently with service thereon to Owner, any notice given to Owner with respect to any claim by City that Owner has committed an event of default. If City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Owner. Each Mortgagee shall have the rights during the same period available to Owner to cure or remedy the event of default claimed or the areas of noncompliance set forth in the City's notice. Owner is obliged hereby to notify the City of any Mortgagee with an interest in the Project.

11. Transfers and Assignments.

11.1 Right to Assign. Owner shall have the right to sell, assign or transfer, any and all of its rights, duties and obligations under this Agreement, to any entity during the Term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Owner pursuant to this Agreement be at any time so transferred or assigned except through a transfer of Owner's interest in the Property, or portion thereof transferred. This right to assign or transfer shall not compromise the rights of the City to require surety to assure completion of Owner's obligations established hereby or by law. Any purchaser or assignor shall remain obligated to all duties and rights accorded hereby to Owner. Nothing in this Section 11 shall prevent transfer of some or all of the ownership interest in Owner.

11.2 Release Upon Transfer. Upon the sale, transfer or assignment of Owner's rights, responsibilities and interests under this Agreement consistent with Section 11.1 above, Owner shall be released from its obligations under this Agreement with respect to its interest in the Project or portion thereof, so transferred arising subsequent to the effective date of such transfer if (1) Owner is not then in default under this Agreement; (2) Owner has provided to City notice of such transfer, (3) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all of the obligations of the Owner under this Agreement with respect to the Project, or portion thereof transferred; and (4) City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of transferor pursuant to this Agreement or if surety is provided to guarantee performance. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 12 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

12. Covenants Run With The Land.

All of the provisions, agreements, rights, powers, standards, terms, covenants, duties and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring the Project real property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the

provisions of this Agreement shall be enforceable as equitable servitudes and do hereby constitute covenants running with the land pursuant to applicable laws.

13. General Provisions.

13.1 No Joint Venture or Partnership. City and Owner agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Owner a joint venture or partners. It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is a private development; that the City has no interest in or responsibility for or duty to third persons concerning any of Owner's obligations regarding said improvements; that Owner shall have full power over and exclusive control of the Project herein described subject only to the limitations and obligations of the Owner under this Agreement and applicable provisions of law. The only relationship between City and Owner is that of a governmental entity regulating the development of private property pursuant to the laws of the City and the State of Idaho.

13.2 Severability. City and Owner agree that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

13.3. Entire Agreement. This Agreement is the entire Agreement and may only be modified in writing signed by both parties.

13.4 Minor Changes to Agreement. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Owner and the City's administrative staff.

13.5 Completion of Performance. Upon completion of performance by the parties or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of the City and Owner shall be recorded in the Official Records of Kootenai County, Idaho. Any such release shall not signal completion or release of any provision which confers a public benefit and which is intended to run with the land unless expressly approved by the governing board of the City.

13.6 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions by those not party to this Agreement) or

by other causes beyond such party's control (inability to obtain funding on the part of the Owner shall not constitute a cause beyond the Owner's control). If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.

13.7 Estoppel Certificate. Owner may, at any time, and from time to time, deliver written notice to the City requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor shall have the right to execute any certificate requested by Owner hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

13.8 Duty To Record. This Agreement or a Memorandum referencing the existence of this Agreement shall be recorded by City.

Executed this ___ day of _____, 2016.

CITY OF RATHDRUM

OWNER
COPPER BASIN
CONSTRUCTION, INC

Vic Holmes, Mayor

By: Steve White
Its President

ATTEST:

Sherri Halligan, City Clerk

STATE OF IDAHO)
 :SS
County of Kootenai)

On this ___ day of _____, 2016, before me, a Notary for the state of Idaho, personally appeared Vic Holmes and Sherri Halligan known, or identified to me, to be the Mayor and City Clerk of the city of Rathdrum, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such city of Rathdrum executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the state of Idaho
Residing at:
Commission Expires:

STATE OF IDAHO)
 :SS
County of Kootenai)

On this ___ day of _____, 2016, before me, a Notary for the state of Idaho, personally appeared Steve White known, or identified to me, to be the president of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the state of Idaho
Residing at:
Commission Expires:

EXHIBIT A
NORHT RANCH AT CORBIN CROSSING 2ND ADDITION
BOUNDARY DESCRIPTION

A parcel of land being a portion of Lot 5, Block 1 of North Ranch at Corbin Crossing Third Addition filed in Book L of Plats, Page 43, Records of Kootenai County, Idaho, lying in the southwest quarter of Section 5, Township 51 North, Range 4 West, Boise Meridian, City of Rathdrum, Kootenai County, Idaho and being more particularly described as follows:

Commencing at the Center quarter corner of said Section 5 being a 2 inch aluminum cap per CP&F 1259228, Records of Kootenai County, from which the West quarter corner bears N88° 47' 42"W 2637.64 feet; thence along the East line of said southwest quarter, S0° 39' 02"W 572.44 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 4182, said point also being the True Point of Beginning;

thence continuing along said East line, S00° 39' 02"W 125.62 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 4182 on the northerly right of way of Majestic Avenue;

thence along said northerly right of way, N89° 21' 02"W 73.12 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 4182;

thence continuing along said northerly right of way, along a curve to the left with a radius of 1000.00 feet, an arc length of 736.41 feet, a delta of 42° 11' 35" with a long chord bearing S69° 33' 10"W 719.88 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 4182;

thence continuing along said northerly right of way, along a reverse curve with a radius of 1000.00 feet, an arc length of 393.34 feet, a delta of 22° 32' 11" with a long chord bearing S59° 43' 28"W 390.81 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 4182;

thence continuing along said northerly right of way, N19° 00' 11"W 9.98 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 4182;

thence continuing along said northerly right of way, along a non-tangent curve to the right with a radius of 30.00 feet, an arc length of 50.42 feet, a delta of 96° 17' 22" with a long chord bearing N60° 51' 46"W 44.69 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 4182 on the West right of way of Railway Avenue;

thence along said West right of way, N12° 43' 21"W 83.45 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 4182 at the southwest corner of Lot 8, Block 2 of said North Ranch at Corbin Crossing Third Addition plat;

thence along the South line of said Lot 8, Block 2, N65° 42' 26"E 210.37 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 4182 at the southwest corner of Lot 9, Block 2 of said North Ranch at Corbin Crossing Third Addition plat;

thence along the South line of said Lot 9, Block 2, N54° 12' 54"E 131.78 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 4182;

thence continuing along said South line, N49° 40' 59"E 77.95 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 4182 at the southeast corner of said Lot 9, Block 2;

thence leaving said southeast corner, N53° 26' 43"E 83.94 feet;

thence N57° 46' 16"E 103.23 feet;

thence N62° 36' 12"E 61.51 feet;

thence N66° 19' 43"E 75.10 feet;

thence N69° 47' 30"E 78.34 feet;

thence N73° 46' 57"E 78.34 feet;

thence N77° 46' 23"E 78.34 feet;

thence N81° 45' 50"E 78.34 feet;

thence N85° 45' 19"E 78.34 feet;

thence N89° 44' 09"E 130.04 feet to the True Point of Beginning;
said parcel containing 3.60 acres of land, more or less.

EXHIBIT B
NORHT RANCH AT CORBIN CROSSING 2ND ADDITION
PRELIMINARY PLAT

CITY OF RATHDRUM, IDAHO

ORDINANCE NO. _____

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, OPERATE, MAINTAIN, REPAIR, AND REPLACE POLES, ELEVATED AND UNDERGROUND WIRES, CABLES AND APPURTENANCES FOR THE TRANSMISSION, CONTROL AND DISTRIBUTION OF ELECTRICITY WITHIN THE CITY.

Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation authorized to do business within the state of Idaho, has filed with the City of Rathdrum State of Idaho (the "City") a written application for a renewal of its Franchise to locate, construct, operate and maintain poles, wires, underground cables and appurtenances over, under, along and across all of City's rights-of-way and public property in the City for the purposes of the transmission, control and distribution of electricity within the City; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

THEREFORE, THE CITY OF RATHDRUM DOES ORDAIN:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will be given their common and ordinary meaning.

Avista: means Avista Corporation, dba Avista Utilities, a Washington corporation, and its respective successors, assigns, agents and contractors.

City: means the City of Rathdrum, a municipal corporation of the State of Idaho, and its respective successors and assigns.

Commission: means the Idaho Public Utilities Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Idaho.

Days: means business days.

Effective Date: means the date of legal publication of this Ordinance, upon which the rights, duties and obligations of this Franchise will come into effect, and the date from which the time requirement for any notice, extension and/or renewal will be measured.

Facilities: means, collectively, any and all electric transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to poles, towers, overhead and underground wires and cables, conduits, services, vaults, transformers, meters, meter-reading devices, fences, vehicular protection devices, communication and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, and control of electricity, whether the same be located above or below ground.

Franchise: means the grant by the City of rights, privileges and authority embodied in this Ordinance.

Franchise Area: means the surface and space above and below all public property and rights-of-way owned or held by the City, including, without limitation, rights-of-way for:

- public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved;
- all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement; and
- any other specifically designated City-owned property.

Maintenance, maintaining, or maintain: means, without limit, repairing, replacing, upgrading, examining, testing, self-inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

Parties: means City and Avista collectively.

Party: means either City or Avista individually.

Person: means a business entity or natural person.

Right-of-way: means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, utility easement and/or Right-of-way now or hereafter held or administered by the City.

State: means the State of Idaho.

Tariff: means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission during the term of this Franchise in effect upon execution and throughout the term of this Franchise.

SECTION 2.0 GRANT OF FRANCHISE

2.1 Grant

City hereby grants to Avista the right, power, privilege and authority to enter upon all roads, Rights-of-way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing electricity, as may be necessary to provide electric service.

2.2 Effective Date

This Ordinance will be effective as of the date of approval, passage and publication as required by law.

2.3 Term

The rights, privileges and Franchise granted to Avista will extend for a term of 15 years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for up to a twenty-five (25) year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

2.4 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. City may not, however, award an electric franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.5 Notice of City's Intent to Compete with Avista

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing Electric service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six (6) months' notice of such action.

2.6 Assignment of Franchise

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by law and Commission regulation, Avista shall have the right, without

notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.7 Franchise Taxes, Fees and Costs

Avista shall pay all permitting, license fees, costs and/or utility privilege taxes which it might be required to pay in connection with the issuance, maintenance, existence, continuation, or use of this Franchise, to the extent permitted by State law or City ordinance now in effect or enacted during the term of this Franchise. The City reserves the right to designate the time and manner of payment of such fees, costs or taxes owed by Avista in connection with this Franchise. To the extent that any Franchise fees, taxes or other costs are imposed on Avista, City shall impose equivalent charges, fees, taxes or costs upon any other franchisee in a comparable business or otherwise competing with Avista.

2.8 Franchise Fees

As compensation for the Franchise granted by this ordinance, Avista shall pay to the City an amount equal to one percent (1%) of the annual gross revenue collected by Avista from its customers for electricity consumed within the City to be paid quarterly. Gross revenue will be computed by deducting from the total electric billings of Avista the total net write-off of uncollectible accounts. The City has the right to increase its Franchise fee up to three percent (3%), by obtaining Avista's approval or the approval of a majority of the City voting on the question at an election held in accordance with Chapter 4, Title 50, Idaho Code. Any such vote to increase the Franchise fee hereunder shall provide that the increased Franchise fee will apply to any electric service provider (other than the City), who utilizes the City's Right-of-way to provide electric service within the City, during the term of this Franchise. If Grantee fails to pay the Franchise fee to the City within thirty (30) days of the end of each calendar quarter, Grantee shall pay a penalty in the amount of five percent (5%) of the amount due.

SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities and operations in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption by the City of any new rule, procedure or policy affecting Avista's operations under the Franchise, the City shall provide Avista a written draft document for comment with a response period of not less than thirty days. Service shall be

supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

3.2 Facility Location by Avista and Non-Interference

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable electric service, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the existing construction and maintenance of other utilities including drains, drainage ditches and structures, irrigation ditches and structures located therein, nor with the grading or improvement of the Franchise Area.

3.3 Facility Location Information

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities are shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavation, prior to commencing work.

3.4 Vegetation Management -- Trimming/Removal of Trees

State law requires electric utilities to comply with the National Electric Safety Code, including the guidance in the Code for the trimming or removal of vegetation interfering or potentially interfering with energized power lines. The right of Avista to maintain its Facilities and appurtenances under this Franchise shall accordingly include the right, as exercised in Avista's professional discretion, to utilize an integrated vegetation management program to minimize the likelihood that vegetation encroaching (either above or below the ground) on Avista's facilities can lead to power outages and other threats to public safety and welfare. Avista or its agents may, without recourse or payment of compensation, inhibit the growth of, prune, or remove any trees and vegetation which overhangs or encroaches upon its Facilities and/or electric transmission and distribution corridors within the Franchise Area, whether such trees or vegetation originate within or outside of the Right-of-way. Nothing contained in this Section shall prevent Avista, when necessary from pruning or removing any trees which overhang the Franchise Area and may interfere with Avista's Facilities.

3.5 Right of Excavation

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the City, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, Rights-of-way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by Avista to its original state of improvement after excavation, in accordance with applicable City and Avista specifications.

3.6 Emergency Work

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

4.1 Reservation of Right

The City, in granting this Franchise, does not waive any rights which it may now have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of this State.

4.2 Necessary Construction/Maintenance by City

The construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities; provided that Avista shall be given not less than ten (10) business days' notice of said work, except in events of emergency when there exists an unforeseen and substantial risk or threat to public health, safety, welfare, or waste of resources, in which case the City will make reasonable efforts to contact Avista prior to doing said work; and provided further that the City, its agents and contractors shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

4.3 Expansion of Avista's Facilities.

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

4.4 Change of Boundaries of the City

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Non-exclusive Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries not less than thirty (30) days prior to such change becoming effective or in accordance with applicable state laws, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by this Franchise.

4.5 Removal of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove, or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or Person granted permission to access Avista's facilities. If Avista fails to remove designated abandoned facilities requested by the City within ninety (90) days, the City may hire a qualified contractor to remove those abandoned facilities with Avista to bear the reasonable and actual costs of such removal, provided however that the City shall be solely responsible for the actions of its contractor.

4.6 Vacation of Properties by City

If, at any time, the City shall vacate any road, Right-of-way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to Avista for the purpose of constructing, reconstructing, operating, repairing, upgrading and maintaining Avista's Facilities on the affected property, pursuant to Idaho Code 50-311. The City shall, in its vacation procedure, reserve and grant said easement to Avista for Avista's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with Avista's full enjoyment and use of said easement.

4.7 Pole Attachments by City

City shall be permitted, upon reasonable notice to Avista to attach its traffic control signs, fire and police communications signal cables to Avista's poles in the Franchise Area, provided that the City signs and cables meet all conditions of a Joint Use Master License Agreement ("Joint Use Agreement") with Avista. Per the Joint Use Agreement, Avista will not charge a pole rental fee for City's non-revenue producing pole attachments that are dedicated for the public's benefit. All pole

attachments by the City are at the City's own risk and must be attached in strict accordance with standard safety practices, codes and Avista specifications.

If there is not sufficient space available on Avista's structures such structures may be changed, altered, or rearranged at the expense of the City so as to provide proper clearance and capacity for City facilities. Such City facilities shall be subject to removal or repositioning by Avista at the City's expense to the extent necessary for utility worker safety and the proper construction, maintenance, operation or repair of Avista's Facilities and appurtenances. City assumes all responsibility for the installation and maintenance of City's facilities installed on Avista's Facilities.

SECTION 5.0 RELOCATION OR CONVERSION OF AVISTA'S FACILITIES

5.1 Relocation of Facilities Requested by City

Upon request of the City, and when a Public Project, Avista shall relocate its Facilities as necessary within the Franchise Area or other City-owned property as specifically designated by the City for such purpose. For purposes of this provision, all reasonable efforts shall be made by the City, with input from Avista, to minimize the impacts of potential relocation. The City shall provide Avista reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities. Said notice shall not be less than ninety (90) calendar days prior to any such relocation and, depending on the circumstances, may be greater than ninety (90) calendar days if necessary to allow Avista sufficient time for relocation. In cases of emergency, or where not otherwise reasonably foreseeable by the City, the notice requirements in this Section may be shortened by discussion and agreement between the Parties. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City. If, at any time, the City shall cause or require the alteration or the improvement of any road, Right-of-way or other public property which is subject to rights granted by this Franchise within the Franchise Area, Avista shall, upon written notice from the City change the location or readjust the elevation of its system and other Facilities so that the same shall not interfere with such work and so that such equipment and Facilities shall conform to such new grades or routes as may be established.

In the event a relocation forces Avista off City's existing Public Right(s)-of-way then the City shall make a reasonable effort to accommodate such relocation by securing an acceptable, alternate location for utilities.

If the City requires the subsequent relocation of any of Avista's Facilities within three (3) years from the date of relocation of such Facilities or installation of new Facilities, regardless of the cause for either the initial or subsequent relocation, the City shall bear the entire cost of such subsequent relocation. Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

Notwithstanding the above, Avista shall not be required to relocate facilities of other entities that were (i) granted access to Avista's Facilities through a Joint Use Agreement or (ii) abandoned to another franchisee. Such relocation of these types of facilities shall be in accordance with Section 5.2 below.

This Section shall not apply to Facilities in place pursuant to private easement held by Avista, regardless of whether such Facilities are also located within the Franchise Area. In the event the City requests relocation of Facilities that are in place pursuant to an existing easement, said relocation shall be treated in the same manner as a relocation requested by third parties under Section 5.2, below, with the City bearing the expense of relocation.

5.2 Relocation of Facilities Requested by Third Parties

City acknowledges that Avista is obligated to provide electric service and related line extension, relocation or conversion of Facilities for the benefit of its Customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation.

5.3 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

5.4 Temporary Relocation of Facilities Requested by Third Parties

At the request of any Person holding a valid permit or other written permission from the City, and upon reasonable advance notice and payment by the permit holder of Avista's expenses of such temporary change, Avista will temporarily raise, lower or remove its Facilities as necessary to accommodate a permittee of the City desiring to move over-sized structures or equipment along or across the Right-of-way in the Franchise Area.

5.5 Conversion of Electric Distribution Facilities

City, subject to applicable laws, rules, regulations and tariffs, may request that Avista convert from above ground to below ground wires, for the distribution of electricity underground after joint review with Avista and mutual agreement that such installation is feasible, practical and required for the public interest and safety. The incremental cost of such conversion of existing Facilities shall be borne and paid by the City or other party requesting the same, subject to law and such

rules, regulations, and Tariffs of the Commission. It is expressly agreed by both Parties that this Section 5.5 does not apply to any conversion of transmission (69KV or above) infrastructure.

SECTION 6.0 INDEMNITY

6.1 Indemnification of City

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees or agents, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Avista, its officers, employees or agents in connection with Avista's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, its elected officers and employees or agents.

6.2 Indemnification of Avista

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, and losses were caused by or result from the negligence of Avista, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Revocation and Forfeiture of Franchise

If Avista shall willfully violate or fail to comply with the provisions of this Franchise through willful and unreasonable neglect or willful and unreasonable failure to heed or comply with any notice given Avista under the provisions of this grant, this Franchise may be revoked by the City and

Avista shall forfeit all rights conferred under the Franchise; provided, however, the City shall give ninety (90) days' written notice of its intention to revoke the Franchise during which period Avista shall have the opportunity to remedy any breach.

7.3 Dispute Resolution by the Parties

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by Department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.4 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to Section 7.4. Any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in Kootenai County, Idaho, and if in the federal courts, in the United States District Court for the District of Idaho.

7.5 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise as Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.2 Force Majeure

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then Avista's performance shall be excused during the period of the Force majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.3 Prior Franchises Superseded

As of the Effective Date this Franchise shall supersede all prior electric franchises for the Franchise Area previously granted to Avista or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

8.4 Severability

The Franchise is granted pursuant to the laws of the State of Idaho relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Avista.

8.5 Changes or Amendments

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

8.6 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Idaho. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control. Both Parties agree that, in seeking to enact ordinances, regulations, permitting or tariff requirements, they will endeavor to act in good faith and in a manner consistent with the purpose and intent of this Franchise.

8.7 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

8.8 Acceptance of Franchise.

Avista shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its acceptance of the terms and conditions of this Franchise.

8.9 Abandonment or Suspension of Franchise Rights and Obligations

Avista may at any time abandon the rights and authorities granted hereunder, provided that six (6) months' written notice of intention to abandon is given to City. In addition, pursuant to Section 8.6 and in the event a conflict exists between the terms of this Franchise and Avista's Tariff with

the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

8.10 Franchise Effective Date

The Effective Date of this Franchise shall be _____, 2016, after passage, approval and legal publication of this ordinance as provided by law, and provided that it has been duly accepted by Avista as specified above.

8.11 Subdivision Plat Notification

Upon receipt of an application and prior to final City approval of any new subdivision, the City shall mail notification of such application and final approval to Grantee. Such notification may also be provided to any other utility providers. City does not represent that by providing such notice that any new subdivision will utilize Avista as the utility provider. Any agreements with new subdivisions shall be between the owner of the subdivision and Avista and shall not be affected by this agreement.

PASSED by the City Council as an Ordinance of the city of Rathdrum upon roll call vote on the ____ day of _____, 2016.

COUNCILMEMBER HOLMES	-	_____
COUNCILMEMBER LAWS	-	_____
COUNCILMEMBER MECKEL	-	_____
COUNCILMEMBER WORTHEN	-	_____

APPROVED by the Mayor on this ____ day of _____, 2016.

CITY OF RATHDRUM, IDAHO

By: _____
Victor Holmes, Mayor

Attest:

Sherri Halligan, City Clerk

Date of Publication: _____, 2016

Letter of Acceptance by Avista

HONORABLE MAYOR AND CITY COUNCIL
CITY OF RATHDRUM , COUNTY OF KOOTENAI, IDAHO

IN RE: City of Rathdrum Ordinance No. _____

“Granting a Franchise to Avista Corporation for the Construction, Operation and Maintenance of Facilities For The Transmission, Control And Distribution Of Electricity Within The City.”

Avista Corporation dba Avista Utilities, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Rathdrum. This acceptance is executed on _____, 2016.

Avista Corporation dba Avista Utilities

By: _____
Dennis Vermillion
President, Avista Utilities

Copy Received for the City of Rathdrum

On: _____

By: _____

City Representative - Name

Electric Franchise Ordinance Summary for Publication

**NOTICE: CITY OF RATHDRUM
PROPOSED FRANCHISE ORDINANCE NO. _____ SUMMARY**

Ordinance No. _____ will grant Avista Corporation dba Avista Utilities a non-exclusive public utility franchise to locate, construct, install, own, maintain, repair, reconstruct, operate and use facilities within the City's public right of way [the Franchise Area] for the purposes of the transmission, control and distribution of electricity within the City for a term of 15 years. Avista agrees to meet accepted industry standards and conform with applicable federal and state laws, as well as the regulations of the appropriate state regulatory body with jurisdiction, in the conduct of its operations under the Franchise. The City reserves the right to make reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Avista must not interfere with any existing facilities of other utilities. Avista is authorized to make necessary excavations within the Franchise Area; excavations must be carried out with reasonable dispatch, and the area restored, with as little interference to the public as may be reasonable. Avista must relocate its facilities in the franchise area at the City's request. Avista may operate a vegetation management program in connection with franchised activities. Provisions are made for informal dispute resolution.

(Final Reading of Ordinance _____ is anticipated to be held before the _____ City Council on _____, 20____ at ____ pm in the City Council Chambers).

[Note, Idaho Code 50-329 does not allow for summary until after adoption]

After full adoption a summary can be published

- Full publication of the Proposed Ordinance is required prior to adoption. See *Idaho Code section 50-329*

Memo

To: Rathdrum City Council
From: Kevin Jump
CC:
Date: October 28, 2016
Re: Right-of-Way Acquisition at Stevens & Crenshaw Intersection

On August 10, 2016, the Rathdrum City Council gave their authorization to purchase 230 ft² of public right-of-way at the SW Corner of the Stevens/Crenshaw intersection.



The property has agreed to the payment of \$250 and signed all of the necessary paperwork.

I'm herein seeking Council's acceptance of the right-of-way and authorize Mayor Holmes to sign/execute the corresponding paperwork.

After recording return document to:
City of Rathdrum
8047 W. Main Street
Rathdrum, Idaho 83858

Document Title: RIGHT-OF-WAY DEDICATION DEED
Grantors: Jennifer Neal
Grantee: City of Rathdrum
Legal Description: See Exhibit "A"
Assessor's Tax Parcel Number: R-5600-002-006-A

RIGHT-OF-WAY DEDICATION DEED

The Grantor, Jennifer Neal, a single woman, in consideration of the sum of Two Hundred Fifty and No/100 Dollars (\$250.00), and other valuable consideration, hereby grant unto the **CITY OF RATHDRUM**, a municipal corporation, and its assigns, a public right-of-way, to be used for all lawful right of way purposes, surface and subsurface, including but not limited to right-of-way uses as well as sidewalks, plantings, right of way beautification improvements where deemed appropriate by the City, installation, operation and maintenance of utilities, stormwater and such other uses that municipalities may make of rights-of-way and easements from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described lands. All such uses are unrestricted in location within the right-of-way and shall not be limited in any way whatsoever.

The City of Rathdrum hereby agrees that in the event that the City abandons its use of the subject property, and after following all necessary notice and hearing procedures that may now exist, or subsequently exist at the time of the abandonment, the property shall revert back to owners of the remainder parcel as it now exists, and to any subsequent owners thereof.

Said lands being situated in the City of Rathdrum, Kootenai County, State of Idaho, legally described in **Exhibit "A"** attached hereto and incorporated herein by reference.

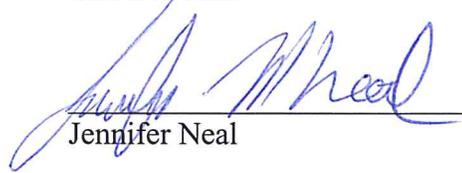
Also, the undersigned hereby requests the Assessor and Treasurer of said County to set-over to the remainder the lien of all unpaid taxes, if any, affecting the property hereby conveyed.

It is understood and agreed that delivery of this Deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Rathdrum unless and

until accepted and approved hereon in writing for the City of Rathdrum, by the Mayor.

IN WITNESS WHEREOF, this Right-of-Way Dedication Deed has been duly executed by and on behalf of Grantor this ___ day of 27th, 2016.

GRANTORS



Jennifer Neal

ACCEPTANCE

The CITY OF RATHDRUM agrees to and does hereby accept the Right-of-Way Dedication of the real property described in **Exhibit "A."**

DATED this ___ day of _____, 2016.

CITY OF RATHDRUM

By: _____
Vic Holmes, Mayor

ATTEST:

Sherri Halligan, City Clerk

STATE OF IDAHO)
) ss
County of Kootenai)

On this 27th day of October 2016, before me, a Notary for the state of Idaho, personally appeared Jennifer Neal, a single woman, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Heather E. Fessler
Notary Public for Idaho
Residing at Rathdrum
My commission expires 6/3/22

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2016, before me, a Notary Public in and for the state of Idaho, personally appeared Vic Holmes and Sherri Halligan, known to me to be the Mayor and City Clerk, respectively, of the City of Rathdrum and the persons who executed the foregoing instrument and acknowledged to me that said City of Rathdrum executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My commission expires _____

Exhibit "A"

A portion of Kootenai County Parcel # **R-5600-002-006-A**, more particularly described as follows:

That portion of lot 6, block 2 of the plat of Quarles Addition as recorded with Kootenai County in book C of plats at page 26, located in the southwest quarter of section 31, township 52 north, range 4 west of the Boise Meridian, City of Rathdrum, Kootenai County, Idaho, Described as follows:

Beginning at the northeast corner of said lot 6;
Thence north $89^{\circ}53'11''$ west along the north line of said lot 6 for 21.00 feet;
Thence south $43^{\circ}35'09''$ east 30.43 feet to a point on the east line of said lot 6;
Thence north $0^{\circ}03'11''$ east 22.00 feet to the said point of beginning.

Containing 230 square feet, more or less.

Together with and subject to easements, rights-of-way, covenants, reservations and restrictions of record or in view.



8047-1 W Main St., Rathdrum, Idaho 83838

Alcohol Beverage License Application

The City of Hayden provides services to its citizens without regard to race, religion, color, sex, age, national origin or disability.

LICENSE YEAR: 2016-2017

New License Application
 Renewal of License – March 1, 2016 – February 28, 2017
 Transfer of License – Transfer from _____

<u>TAVERN SALES</u>	<u>RETAIL SALES</u>
<input checked="" type="checkbox"/> Beer by the Drink	<input type="checkbox"/> Beer Retail
<input checked="" type="checkbox"/> Wine by the Drink	<input type="checkbox"/> Wine Retail
<input type="checkbox"/> Liquor by the Drink	
<input type="checkbox"/> Beer for Consumption OFF Premises	
<input type="checkbox"/> Wine for Consumption OFF Premises	

APPLICANT INFORMATION

Name of Applicant: DAVID & SUZANNE WALSH
Name of Business: NADINE'S MEXICAN KITCHEN
Business Address: 8016 W. MAIN City: RATHDRUM Zip: 83858
Mailing Address: 8016 W. MAIN City-State: RATHDRUM, ID Zip: 83858
Business Telephone Number: 208-687-6441 Alternate Contact Number: 208-699-0652

APPLICANT SIGNATURE

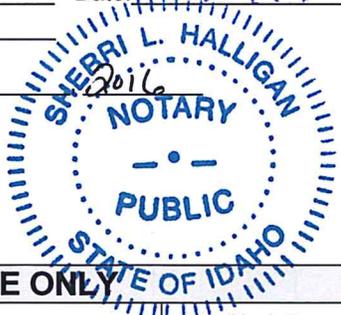
I have read all of the above and declare under penalty of perjury that all statements made are true, correct and complete.

Licensee Signature: DAVID WALSH DAVID WALSH Date: 10/24/16
Please print name: DAVID WALSH

Subscribed and sworn to before me this 24 day of October

[Signature]
Notary Public, Clerk or Deputy Clerk

Reside: Foot Falls 10
My Commission Expires: 7/17/2019



FOR CITY USE ONLY

<p>Mayor, City Clerk and Police Department Approvals:</p> <p>_____ Mayor's Signature Date _____</p> <p>_____ City Clerk's Signature Date _____</p> <p>_____ Police Chief's Signature Date _____</p> <p>_____ This application cannot be approved for the following reason(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>City Clerk Department:</p> <p>____ \$ 200.00 Beer by the Drink</p> <p>____ \$ 100.00 Wine by the Drink</p> <p>____ \$ 565.00 Liquor by the Drink</p> <p>____ \$ 50.00 Beer Retail</p> <p>____ \$ 150.00 Wine Retail</p> <p>____ \$ 25.00 Transfer Fee</p> <p>\$ _____ Total Due</p> <p>Date Paid _____ Receipt # _____</p> <p>New or Transfer Approved Date _____</p>
--	--

City License # _____ County License # _____ State License # _____

****County and State licenses must be presented prior to issuance of City license****

CITY OF RATHDRUM

PART-TIME RECREATION ASSISTANT

Class Code Number:
FLSA Designation: Non-Exempt

Pay Grade: 4
Effective Date: 10/04

Purpose of Class

Performs a variety of diverse tasks with some tasks associated with the organization, implementation, coordination, and evaluation of the City recreation programs; performs related work in parks as required.

(Job Description)

Primary Function

The primary function of an employee in this class is to operate, supervise, coordinate, evaluate recreation programs and occasionally assist the parks department with maintenance needs. Work involves the coordination of athletic programs, but may include special events and other recreational programs and leisure activity offerings with community needs and desires. The Part-Time Recreation Assistant will work under the direct supervision of the Recreation Supervisor and will ultimately be supervised by the Parks and Recreation Director. This position may supervise community service and or program volunteers, part-time and casual recreational employees. The principal duties of this class are performed in a public building environment and or outdoor environments that may include working evenings, weekends and in adverse weather conditions.

Essential Duties and Responsibilities

- Lead, coordinate, supervise assigned recreational activities, including but not limited to, athletic events, youth and teen programs, special interest classes, special events, and other related programs;
- Performs administrative duties including customer service, office and clerical duties, develop and distribute program flyers;
- Set up and coordinate teams, sponsors, coaches, volunteer staff, game schedules, and related duties;
- Supervise on-site programs to ensure safety and quality;
- Performs support duties including setting up and breaking down at special events;
- Ensures recreation play fields are maintained and properly prepared;
- Prepares and paints fields for recreation programs and events;
- Supervises and evaluates casual and seasonal recreation employees;
- Report or repair vandalism and other damage in city parks and facilities;
- Performs all work duties and activities in accordance with City policies, procedures, and safety guidelines;
- Report any public concerns or complaints to the Parks and Recreation Director;

Competency Requirements:

- Planning, organizing, scheduling, coordinating, and promoting techniques related to

recreation activities;

- Supervisory skills and training methods;
- General knowledge of rules and regulations for games, sports, and activities used in program;
- Program promotional methods, techniques, and objectives;

Ability to:

- Follow written and oral instructions;
- Maintain facilities, equipment, and park settings and materials in good working order and safe condition;
- Prepare and deliver oral and written reports, maintain attendance, activity, and perform program surveys;
- Assess community needs for recreation activities;
- Operate standard office equipment and a personal computer using program applications appropriate to assigned duties.
- Operate small equipment with regard to park or recreational settings;
- Operate a motor vehicle;
- Perform time management and scheduling functions, meet deadlines, and set project priorities;
- Perform multiple tasks simultaneously, including handling interruptions, and return to and complete tasks in a timely manner;
- Communicate effectively to establish and maintain effective working relationships with the public, staff, other program providers, supervisors, community and interest groups, elected and appointed officials, and other City employees.

Acceptable Experience and Training

- High school diploma or GED equivalent is required;
- Must be 18 years of age or older
- One (1) year of experience in recreation program planning and coordination, preferably with athletic programs, is preferred; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Special Qualifications

- Valid driver's license is required.
- First aid and CPR certification is preferred.
- Experience in Microsoft Word, Excel, Publisher, Power Point is preferred.

Essential Physical Abilities

- Sufficient clarity of speech and hearing, with or without reasonable accommodation, which permits the employee to discern and dispense verbal instructions and communicate with others in person and by telephone;
- Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to comprehend and prepare written material and instructions and discern, supervise, and react to physical activities;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the

- employee to operate sports and office equipment, park equipment, and operate a motor vehicle;
- Sufficient personal flexibility, agility, strength, physical reflexes, and stamina to supervise and participate in recreational and sports activities and work in an office and recreational environment and outside in inclement weather.

CITY OF RATHDRUM

CLASS SPECIFICATION

Utility/Street Worker I

Class Code Number:
FLSA Designation: Non-Exempt

Pay Grade: 8
Effective Date: 10/2016

Purpose of Class

Performs a variety of general and manual labor work for Rathdrum Public Works or other City Departments; performs related work as required.

Assists in the operation, construction, maintenance, and repair of City streets, water distribution system and wastewater collection systems. An employee in this Class may also be assigned to duties with an emphasis on performing street maintenance duties relating public roadway upkeep & preservation and also perform potable water and sanitary sewer maintenance duties related to water distribution and wastewater collection, respectively; as well as other assigned duties as required.

Primary Function

The primary function of an employee in this class is to perform manual and general labor tasks related to the maintenance and repair of City streets, sidewalks, pathways, buildings, grounds and other facilities. The work is performed under the direct supervision of the Street Supervisor.

Other Functions (will vary by assignment)

Other functions include assist in the operation and participate in the construction, installation, maintenance, and repair of the City water distribution and wastewater collection systems. The work is performed under the direct supervision of the Utility Superintendent and/or Public Works Supervisor. Such duties are performed in a public construction environment that includes work outside in adverse weather conditions and exposure to heavy equipment and exposure to hazardous material.

Essential Duties and Responsibilities (will vary by assignment)

- Assists in general labor and manual labor tasks such as repairing fences, traffic signs, guardrail, storm culverts, general street repair and cleaning, mowing, weeding and other tasks.
- May operate a variety of vehicles and equipment, including, but not limited to: graders, dump trucks, front-end loaders and attachments, backhoes, snow removal vehicles and related equipment.
- May operate a variety of hand tools and power tools, including, but not limited: sledge hammers, picks, air compressors, welders, chainsaws, air hammers, jack hammers, and related equipment.

- May assist in the construction, installation, inspection, maintenance, and repair of the City water distribution and wastewater collection systems, including water mains, service connections, storage tanks, meters, meter boxes, valves, fire hydrants and sanitary and storm sewer pipes and culverts.
- Responds to customer inquiries on service issues, on an as-directed basis;
- Locates and marks underground utilities;
- Responds to repair and maintenance emergency situations;
- Maintains, maintenance and repair records, work orders, and periodic maintenance schedules and prepares reports;
- Performs installation and repair work including digging and backfilling trenches; installing and repairing pipelines, including cutting, tapping, threading, and making joint connections on copper, plastic, and other pipe material;
- Remove debris and other safety hazards from streets, curbs, storm drains, alleys and adjacent public areas.
- Performs snow plowing, ice removal, and related street maintenance duties.
- Maintains written work records and service records;
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

Other Duties and Responsibilities

- Will serve on-call rotation after regular work hours to respond to emergency situations;
- Performs other related duties as required.

Competency Requirements:

Knowledge of:

- After completing in-house training: methods, materials, tools, and standard practices for the location and marking of underground utilities;
- Federal (OSHA) and state regulations and City policies regarding safety training and safe work practices.

Ability to:

- Perform manual labor tasks;
- Follow written and oral instructions;
- Comprehend and follow safety rules and regulations;
- Operate a motor vehicle;
- Operate heavy equipment, power equipment, and hand tools;
- Communicate effectively with the public and other employees.

Experience and Training Requirements

- High school diploma or GED equivalency; and
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Certificates, Licenses, Registrations

- Idaho drivers license with Class B CDL with airbrakes endorsement is required;
- Possession of State of Idaho Class 1 Water Distribution License or the ability to obtain within 36 months from start of employment;
- Possession of State of Idaho Class 1 Wastewater Collection System License or the ability to obtain within 36 months from start of employment;

Essential Physical Abilities

- Sufficient clarity of speech and hearing, with or without reasonable accommodation, which permits the employee to discern verbal instructions, communicate with other employees and the public, and discern emergency or alarm systems, including vehicle backup alarms;
- Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to comprehend written work instructions and work orders, technical manuals and related system diagrams, read gauges and dials, and move over rough or unfamiliar terrain;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate a motor vehicle, operate valves, operate a variety of power and hand tools, and to make adjustments to equipment;
- Sufficient strength to lift and carry objects up to 25 pounds regularly and occasionally lift or move objects up to 75 pounds;
- Sufficient personal flexibility, mobility, stamina, and agility to perform maintenance and repair operations which require working in trenches and confined spaces, climbing and working on ladders, moving over rough or unfamiliar terrain, and work in a water distribution and wastewater collection system environment.

Memo

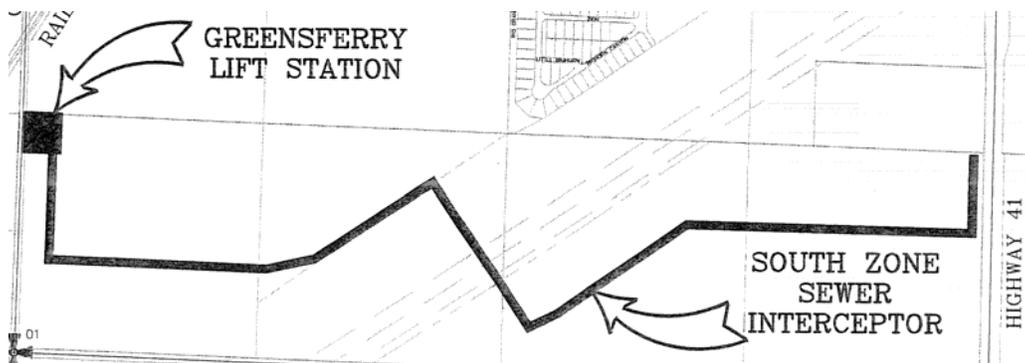
To: Rathdrum City Council
From: Kevin Jump
CC:
Date: October 28, 2016
Re: Extension of South-Zone Sewer Interceptor

In 2009, the City of Rathdrum acquired utility easements (water & sanitary sewer) from both George Thayer and Don Arestad. Both Mr. Thayer and Mr. Arestad placed a condition on the easement.....that being that it would expire if the City were to abandon its plans for installing sewer and/or water infrastructure. The easement expiration date is: 11/2019

I am herein seeking Council's permission to place a public advertisement for the solicitation of construction bids for the extension of approximately 6,000 LF of sanitary sewer interceptor (from Radiant Lake Lift Station to future Greensferry Lift Station).

It is anticipated that the construction costs could fall between \$450,000 and \$700,000. It should be noted that our engineering consultant previously estimated this project to cost \$1,100,000.

Funding: Sanitary Sewer Capitalization Fee Fund (66-300-100)



City of Rathdrum Personnel Policy Manual



DRAFT***

Originally Adopted: Aug. 8, 2006

PERSONNEL POLICY

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THE CITY OF RATHDRUM **PERSONNEL POLICY**

THIS PERSONNEL POLICY IS NOT A CONTRACT. NO CONTRACT OF EMPLOYMENT WITH THE CITY OF RATHDRUM WILL BE VALID UNLESS IT IS SIGNED IN ACCORDANCE WITH PROPER PROCEDURES BY A SPECIFICALLY AUTHORIZED REPRESENTATIVE OF THE CITY COUNCIL AND UNLESS IT IS SIGNED BY AND CONTAINS THE NAME OF THE EMPLOYEE WHO WOULD BE BENEFITED BY THE CONTRACT.

CHANGES TO THE POLICIES AND BENEFIT OFFERINGS OUTLINED IN THIS HANDBOOK ARE SUBJECT TO CHANGE AT ANY TIME, WITHOUT NOTICE. CHANGES MAY BE MADE IN THE SOLE DISCRETION OF THE CITY COUNCIL.

AS ELECTED OFFICIALS, THE MAYOR AND COUNCIL ARE NOT EMPLOYEES OF THE CITY AND THESE PERSONNEL RULES DO NOT APPLY TO THEM. STATE LAWS CONCERNING APPOINTMENT AND TERMINATION FOR CERTAIN OFFICERS OF THE CITY APPLY AND SUPERSEDE THESE RULES WHERE APPLICABLE.

I. GENERAL POLICIES

A. INTRODUCTION TO PUBLIC EMPLOYMENT

THE ORGANIZATION IN WHICH YOU WORK

Working for the City of Rathdrum may be somewhat different from any employer for which you may have worked in the past. The City of Rathdrum is a political subdivision of the State of Idaho, though it is not a part of state government. The City Council serves as the governing body for the City of Rathdrum, carrying out local legislative duties and fulfilling other public responsibilities. The City Council has primary authority to establish policy regarding terms and conditions of employment with the City of Rathdrum. The Mayor, often working through the City Administrator, supervises and directs the City's administrative tasks.

As with all elected public officials, the City Council and the Mayor are ultimately responsible to the voters of the City of Rathdrum. The terms set forth in this booklet reflect city policy at the time of its printing, but they are subject to change at any time, without prior notice, and at the sole discretion of the City.

The terms and conditions set forth in this policy, and in the resolutions and policy statements which support it, cannot be superseded by any other supervisor's commitment, without the express written agreement of the City Council or Mayor. That is particularly true for terms or conditions which would establish a financial obligation for the City of Rathdrum, now or in the future. It is important that all employees understand the relationship between policy adopted by the City Council and department policy implemented by department heads. Council-adopted or mayor-established city policy shall take priority over department policy that is inconsistent.

B. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The City of Rathdrum is an Equal Opportunity Employer. All selection of the City of Rathdrum employees and all employment decisions, including classification, transfer, discipline, and discharge, will be made without regard to race, religion, gender, age, national origin, or non-job-related disability. No job or class of jobs will be closed to any individual except where a mental or physical attribute, gender, or age is a bona fide occupational qualification. It is the policy of City to comply in all respects with the Americans with Disabilities Act. All objections to application of the city's policy in this regard shall be brought to the attention of the office of the Mayor or City Administrator, or in the case of objection to actions undertaken by the Mayor or City Administrator, to legal counsel for the city.

C. VETERAN'S PREFERENCE

The City of Rathdrum will accord a preference to employment of veterans of the U.S. Armed Services in accord with provisions of Idaho Code Chapter 5, title 65 or its successor. In the event of equal qualifications for an available position, a veteran who qualifies for preference pursuant to Idaho Code Chapter 5, title 65 or its successor will be

employed. Appeals regarding non-compliance with chapter 5, title 65 Idaho Code shall be directed to the city administrator, subject to further appeal to the city council as provided by law.

D. CONFLICT OF INTEREST

No person shall be employed by the City of Rathdrum when said employment would result in a violation of the anti-nepotism provisions found in Idaho Code § 59-701, §18-1359 or their successors or any relevant provision of Federal, state or local law. Any such appointment or employment decision shall be brought into compliance with applicable provision of law.

E. EMPLOYMENT OF RELATIVES

No City employee, including the Mayor or City Council Members shall appoint, supervise, have influence over or otherwise employ for compensation payable from public funds, any person related to him/her by blood or marriage within the second degree. (Idaho Code Section 18-1359)

F. PREFERENCE FOR PROMOTION FROM WITHIN

Qualified individuals who are already employees of the City of Rathdrum may be given preference over outside applicants to fill vacancies in the work force. A current employee may be promoted or chosen to fill a vacancy without advertising a position through external means. Any such selection must be approved by the City Administrator.

G. IMPORTANCE OF EMPLOYEE ATTITUDE

Irrespective of the position of employment sought or held, a constructive attitude and willingness to work cooperatively with others is essential. Although this personnel policy manual contains many basic rules and standards, rules compliance alone is not sufficient to obtain or maintain employment with the City of Rathdrum. Employees must be helpful to the public and to co-workers and must contribute to the overall effectiveness of City services to be delivered. Supervisors who are ultimately held responsible for City staff performance shall evaluate attitude and interpersonal skills along with technical abilities and productivity. Poor attitude and unwillingness to work constructively with others shall be grounds for discipline or dismissal from employment at any point in an employee's career.

II. EMPLOYMENT START-UP

A. EMPLOYMENT FORMS TO BE COMPLETED

The following pre-employment forms must be completed before the employee may begin work for the City of Rathdrum:

1. Employment application form.

2. Insurance forms. (part time/casual do not have insurance) if applicable
3. Immigration form (I-9).
4. Any other forms necessary for tax or employee information.

B. PAYROLL REPORTING SYSTEMS

Reports of hours worked and time on and off the job must be completed in a timely manner in accord with procedures established by the designated personnel officer. Each report of employee time must be signed by both the supervisor and by the employee and shall contain a certification that it is a true and correct record of the employee's time and benefit usage for the time period covered.

C. DISTRIBUTION OF POLICY

At time of employment each employee should receive a copy of this personnel policy. It is the responsibility of the employee to familiarize him or herself with the contents of the personnel policy and to acknowledge its receipt. A copy of the acknowledgement may be kept in each employee's personnel file. Periodic updates or changes should be distributed with receipt acknowledged by employees.

D. INTRODUCTORY PERIOD

New employees to the City of Rathdrum are subject to a six-month (12 months for Police Officers) introductory period where employees must demonstrate their abilities to handle the responsibilities of their position. The City of Rathdrum uses this six month period, or longer, to determine if the employee meets the expectations for the position for which the employee was hired. During this six-month (or 12 month for Police Officers) introductory period either the employee or the City of Rathdrum may end the employment relationship at will, without prior notice and without an appeal hearing, except in the instance where an employee alleges dismissal is due to unlawful cause.

An employee's supervisor may extend the introductory period subject to concurrence by the City Administrator if s/he deems it necessary to work with an employee not fully meeting performance or attitude expectations for his/her position.

Employees who transfer or promote to another position within the City of Rathdrum will be subject to a six- month introductory period for the new position they hold. If an introductory promoted employee is terminated, he/she **may** be returned to his/her previous position at the request of the prior department head or may be transferred with new department head approval to another position for which the employee is qualified, but only if a vacancy exists in the prior or similar position with the City of Rathdrum.

III. RULES OF EMPLOYEE CONDUCT

A. PERSONAL PERFORMANCE AND BEHAVIOR

Each employee of the City of Rathdrum is expected to conduct him or herself in a manner which does not reflect adversely upon the City of Rathdrum. Each employee must

recognize that public employees are subject to additional public scrutiny in their public and personal lives because the public's business requires the utmost integrity and care. In order to accomplish the goals of the City of Rathdrum as a public institution, each employee is expected to scrupulously avoid personal behaviors which would bring unfavorable public impressions of the City of Rathdrum and its officials. In order to accomplish this, each employee:

1. Work cooperatively and constructively with fellow workers and members of the public to provide public service of the highest quality and quantity. THIS IS THE FIRST PRIORITY FOR ALL EMPLOYEES.
- ~~2.~~3. Shall be prompt and regular in attendance at work or other required employer functions, and follow procedures for exceptions to the normal schedules, including the scheduling and taking of PTO.
- ~~2.~~3. Shall comply with dress standards established in the department for which the employee works. Dress standards shall be set by the managing official, but in the absence of any departmental dress standards, clothing shall be appropriate for the functions performed and shall present a respectable appearance to the public.
- ~~3.~~4. Shall dedicate primary efforts to the City of Rathdrum employment with secondary employment subject to approval by the appointing official. The employee has a duty to give the City notice of secondary employment. The secondary employment shall not interfere or detract from the employee's primary efforts to the City of Rathdrum. Individual department rules may spell out permissible examples of "moonlighting" wherein employees may hold additional positions. This requirement shall not apply to individuals whose employment with the City of Rathdrum is occasional, part-time or secondary in nature.
- ~~4.~~5. Shall avoid conflicts in appointments and working relationships with other employees in the City of Rathdrum and related agencies. No employee shall engage in conduct which violates State conflict of interest laws.
- ~~5.~~6. Shall not accept gifts or gratuities in any personal or professional capacity which could create the impression that the giver was seeking favor from the employee or official or that the recipient would provide favorable treatment to the giver or someone affiliated with the giver.
- ~~6.~~7. Shall not serve on any board or commission which regulates or otherwise affects the official duties or personal interests of said official or employee in a way that could create disadvantage for other members of the public or advantage for the employee.
- ~~7.~~8. Shall not release legally protected personnel information or any other public record without the express authority of the public official responsible for custody of the record or without an order -from a court of competent jurisdiction.
- ~~8.~~9. Shall not engage in intemperate or reckless conduct away from work which, although not criminal, may reflect adversely upon the City of Rathdrum or its officials.
- ~~9.~~10. Shall not use substances, unlawful or otherwise, which will impair the employee's ability to function as a valued and competent part of the City of Rathdrum work force.
- ~~10.~~11. Shall not operate a motor vehicle under the influence of drugs or alcohol in a manner which impairs the ability of the employee to perform job functions even though the driving conduct does not occur during hours of employment.

- ~~11.12.~~ Shall not engage in workplace or public conduct otherwise detrimental to the accomplishment of the goals established by the Mayor or City Council or the official or department for whom he or she works.

B. WORKPLACE CONDUCT

Each employee will be expected to conduct him or herself in the workplace in accordance with the following rules. These rules are not all-inclusive of conduct expected of the City of Rathdrum employees. Each employee of the City of Rathdrum shall:

1. Give his/her best efforts to accomplish the work of the City of Rathdrum for public benefit in accordance with policies and procedures adopted by the City Council or established by the Mayor. Each employee shall be subject to the administrative authority of the official or administrator who supervises the department where the employee works.
2. Adhere to any code of ethics in his/her profession and avoid conflicts of interest or using his/her public position for personal gain.
3. Follow all rules for care and use of public property to assure that the public investment in equipment is protected and that the safety of the public and other workers is maintained.
4. Abide by all departmental rules whether they be written or issued orally by the supervisor. No employee shall be required to follow the directive of a supervisor which violates local laws or those of the state or nation.
5. Abide by pertinent State and Federal Statutes, and the City of Rathdrum rules concerning the dissemination of information to the public from public records or about public matters. The decision to release information from the public records or to disclose writings or other information in the hands of a public official belongs with the responsible official who has official custody of that record. Each employee shall maintain the confidential nature of records which are not open to public scrutiny in accordance with the direction of the responsible official.
6. Adhere to the defined work schedule and procedures for an exception from normal work schedules. Each employee shall follow the rules regarding the reporting of work hours and the approval which must be given for pay record submittal. Failure to follow such rules may be grounds for delayed payment of wages, salaries, or reimbursements or for imposition of appropriate disciplinary penalties. All such reports of work hours and activities must be accurate.
7. Follow rules regarding breaks and lunch periods, including provisions granting supervisors authority to adjust them. Timing of breaks or lunch periods may be changed to accommodate the completion of necessary work or department needs.
8. Follow all rules for reporting accidents on the job. Each employee shall cooperate in the reporting and reconstruction of any job-related accident in order that workplace hazards can be eliminated and that proper consideration can be accorded to injured workers and the public.
9. Report any accidents observed to have happened on city property or involving city property or city employees. Each employee shall provide as much information as he or she can from the observations made in the course of activities associated with one's work or otherwise. Such information should be

reported to the employee's immediate supervisor as soon as physically possible and reasonable efforts should be made to assist those in need.

10. Follow all rules regarding safety in the workplace whether established formally by the department or by outside agencies. Employees are encouraged to suggest ways to make the workplace or work procedures safer.
11. Maintain a current driver's license when necessary in the conduct of work for the City of Rathdrum. Each employee must report any state-imposed driving restrictions or traffic-related citations to his/her immediate supervisor as soon as possible. Each employee is also obligated to notify his/her supervisor in the event that his/her driving abilities are impaired by anything other than state restrictions.
12. Perform such obligations as are necessary to carry out the work of the City of Rathdrum in an efficient and effective manner at minimal costs and with limited risk to the public and fellow workers.

C. PROHIBITED WORKPLACE CONDUCT

Within the workplace, employees of the City of Rathdrum shall not:

1. Be present in the workplace under the influence of drugs, alcohol, illegal substances or other substances which would impair the ability of the employee to perform his/her work competently or which would threaten the safety or well-being of other workers or the public. No worker should be absent from work or impaired at work on account of such conduct, even though such conduct does not occur during regular working hours.
2. Engage in abusive conduct to fellow employees or to the public, or use abusive language in the presence of fellow employees or the public. Abusive language shall include profanity and loud or harassing speech.
3. Sleep or be absent from the employee's work station when on duty. Employees shall be attentive to their work at all times.
4. Engage in malicious gossip and or/spreading rumors; engaging in behavior designed to create discord and lack of harmony; willfully interfering with another employee's work output or encouraging others to do the same. Policy provisions concerning employee attitude bear upon this workplace rule.
5. Use work time for personal business including selling of goods or services to the general public or preaching religious or political views to members of the public during the work day. Employees should minimize the amount of work time spent on similar activities engaged in with fellow employees.
6. Engage in political activities while on duty in public service. Employees shall enjoy full political rights when not carrying out their work obligations unless otherwise prohibited by law.
7. Provide false or misleading information on employment applications, job performance reports, or any other related personnel documents or papers.
8. Discriminate in the treatment of co-workers or members of the public on the basis of race, religion, gender, age, disability or national origin.
9. ~~Not smoke~~ Smoke within public offices, other public buildings and public vehicles.

10. Violate state statutes or local rules regarding the inappropriate use, alteration, destruction, or removal of any public records required by law to be kept by the city or by other public officials.
11. Abuse employee benefit offerings by taking ~~unjustified sick leave~~, unearned ~~vacation~~PTO, or otherwise participate in a scheme or deception designed to create incorrect personnel records or to claim benefits which are not deserved in accordance with the City of Rathdrum policy.
12. Violate rules concerning absence from the workplace without proper authorization. Employees must obtain prior permission as required by the City of Rathdrum policy for use of ~~vacation~~PTO, ~~sick~~, bereavement, or other types of leave granted by this personnel policy.
13. Engage in prolonged visits with co-workers, children, friends, or family members that interfere with the course of work in the office or department in which the employee serves.
14. Use telephones or computers in the office or workplace or personal cell phones in a manner that violates policy or which disrupts the work or work flow, nor shall workplace telephones be used for non-local, personal calls or calls relating to the employee's business or other personal interests.
15. Engage in criminal conduct of any kind while on duty or off. The City of Rathdrum employees are expected to behave in a lawful and socially acceptable manner and failure to do so is a violation of the trust placed in such employees by the public and the appointing official.
16. Violate any lawful rule established by the appointing official to maintain order and productivity in the workplace.
17. Unlawfully harass a fellow worker or member of the public at any time while in the City of Rathdrum active service, as outlined in the following policy:

D. PROHIBITED DISCRIMINATORY HARASSMENT POLICY

The City of Rathdrum is committed to providing all of its employees with a work place free of discriminatory harassment. The City of Rathdrum maintains a strict policy prohibiting sexual harassment and harassment on the basis of race, color, national origin, religion, sex, physical or mental disability, age, veteran status or any other characteristic or status protected by applicable law.

This prohibition applies to all employees and officials of the City of Rathdrum. The City will endeavor to address and quell harassing conduct by members of the public and vendors concerning employees at work or engaged in the City of Rathdrum business.

This policy is not intended to protect anyone who makes a false allegation of discriminatory harassment. The City of Rathdrum reserves the right to take appropriate disciplinary action against any employee who makes a false allegation of harassment.

1. Sexual Harassment Defined

Sexual harassment prohibited by this policy includes any unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a

sexual nature when:

- a. submission to such conduct is made a term or condition of employment; or
- b. submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
- c. such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

The following is a partial list of conduct, which would be considered sexual harassment:

- a. Unwanted sexual advances.
- b. Offering employment benefits in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an employee's body or dress.
- f. Written communications of a sexual nature distributed in hard copy or via a computer network.
- g. Verbal sexual advances or propositions.
- h. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- i. Physical conduct such as touching, assault, impeding or blocking movements.
- j. Retaliation for making harassment reports or threatening to report harassment.
- k. Sexual harassment can occur between employees of the same sex. It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females.

2. Other Types of Unlawful Harassment

The City of Rathdrum also prohibits harassment on the basis of race, color, national origin, religion, gender, physical or mental disability, age, veteran status or any other characteristic protected by applicable law. Such prohibited harassment includes but is not limited to the following examples of offensive conduct:

- a. Verbal conduct such as threats, epithets, derogatory comments or slurs;
- b. Visual conduct such as derogatory posters, photographs, cartoons, drawings or gestures.
- c. Written communications containing statements, which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or caricatures.

- d. Physical conduct such as assault, unwanted touching or blocking normal movement.
- e. Retaliation for making or threatening to make harassment reports to the City of Rathdrum, or for participating in an investigation into harassment allegations.

3. Harassment Complaint Procedure

Any employee who believes he or she has been subjected to unlawful harassment prohibited by this policy should immediately tell the harasser to stop his/her unwanted behavior and immediately report that behavior, preferably in writing, to the designated personnel officer or the Department Head for whom the employee works.

If an employee becomes aware of harassing conduct engaged in or suffered by a City of Rathdrum employee, regardless of whether such harassment directly affects that employee, the employee shall immediately report that information, preferably in writing, to the employee's supervisor, City Administrator, or the designated personnel officer.

Employees also have the right to contact the Idaho Human Rights Commission at (208)334-2873, or a private lawyer to discuss their legal rights. The City of Rathdrum encourages each employee to use the procedures set forth in this policy to address any sexual harassment problems as quickly as possible.

Whenever the City of Rathdrum is made aware of a situation which may violate this policy, the City of Rathdrum will conduct a prompt, thorough and objective investigation of any harassment claims. If the City of Rathdrum determines that prohibited harassment has occurred, it will take appropriate action against a person found to have engaged in prohibited harassment in order to prevent recurrence. A determination regarding the discriminatory harassment alleged will be made and communicated to the person claiming harassment as soon as practical. The type of discipline administered will be dependent upon the severity of the conduct, as well as any other factors presented in the particular circumstances. Employees violating this policy, however, are subject to discipline up to and including dismissal.

The City of Rathdrum strictly prohibits retaliation against any person by another employee or by the City of Rathdrum for using this complaint procedure, reporting harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the City of Rathdrum or a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit. Employees who falsely report an incident of alleged harassment will likewise be subject to discipline up to and including termination.

The City of Rathdrum does not consider conduct in violation of this policy to be

within the course and scope of employment and does not sanction such conduct on the part of any employee, including elected officials or management employees.

The foregoing lists are not all-inclusive. Violation of any of the rules set forth above shall be grounds for disciplinary action, including possible dismissal. The rules contained in this personnel policy manual are subject to change at any time in the sole discretion of the City Council.

Potential penalties for violation of any such rules may include but shall not be limited to:

- a. Reprimand.
- b. Leave with or without pay.
- c. Suspension for a variable or fixed period.
- d. Demotion to position with lower compensation and/or authority.
- e. Dismissal.

E. WORKPLACE VIOLENCE POLICY

The purpose of this section is to provide guidance to employees and managers when they encounter situations that they believe could result in a violent physical reaction or otherwise dangerous physical contact. This includes situations between employees, employees and the public, and employees involved in off the job disputes which may come to the workplace.

1. Involving City employees

There may exist circumstances where relationships between employees, or between an employee and a supervisor, result in strong negative feelings by the individuals involved. Any employee involved in situations where they fear that physical conflict may take place, or where someone has made verbal threats of physical violence, should:

- a. Immediately notify the appropriate supervisor or the department head. Employees will have the discretion of reporting such circumstances to the City Administrator or City Attorney where there is deemed a need for confidentiality.
- b. Notify the Police Department by calling 9-1-1 if there is need for immediate intervention. Give location clearly to the dispatcher.

2. Involving the Public

It is not the intention of the City that employees be subjected to continuous verbal abuse by a customer/citizen. An employee in such circumstances shall:

- a. Ask the customer/citizen to refrain from the abusive behavior and/or abusive language.

- b. If the behavior/language continues, request assistance from the immediate supervisor to intervene.
- c. In all cases, if there is an immediate need for Police Department intervention, call 9-1-1.

3. Off-the Job Disputes

An employee may be involved in a personal, non-criminal dispute with family members, neighbors or others. In certain circumstances employees may secure restraining orders or other protective orders from courts. Employees requesting such orders should include their work location as well as place of residence in the order. It will be the employee's responsibility to inform the department head of the issuance of such an order and provide a description of the individual cited in the order. In circumstances where the subject appears at the work location, the employee should:

- a. Notify the department director and/or immediate supervisor.
- b. The director or supervisor should request the individual to leave the work location.
- c. In all cases, the employee or supervisor may call 9-1-1 for Police Department assistance without interacting with the individual, if deemed prudent.

4. Supervisor Response to Threats of Violence

A manager's or supervisor's immediate response to threatening or violent behavior will depend on the extent and severity of the behavior and how it compromises the safety of City employees, property or safety of others. Managers or supervisors who confront threatening or violent behavior in the workplace should consider the following steps in handling the situation:

- a. Immediately notify your supervisor, time permitting, and if possible, notify the Police Department.
- b. As soon as possible following the event, the management official should document 1) receipt of the threat, 2) the behavior that was exhibited and 3) the manager's immediate response or handling of the situation.
- c. An employee may be relieved from duty and ordered to leave the work site if his/her behavior has potential for violence in the judgment of the manager/supervisor. The Police Department should be called if the employee refuses to leave. No physical force should be used by the manager/supervisor unless necessary to protect the well-being of others.
- d. Employees removed from the workplace may be placed on suspension pending further action. Employees involved in fighting or making verbal threats may be disciplined up to and including dismissal.
- e. Before further action is taken, City Administrator may make a threat assessment in consultation with the Mayor and/or City Attorney. Options available include legal action, administrative discipline, fitness-for duty evaluation, referral to the EAP, conducting an administrative investigation, etc.

IV. EMPLOYEE CLASSIFICATION, COMPENSATION, AND BENEFITS

A. CLASSIFYING EMPLOYEES FOR POLICY PURPOSES

1. Employment Status

Except as otherwise provided in this policy, employees of the City of Rathdrum will not be suspended without pay, demoted with an accompanying change in pay, or discharged from their positions except for cause related to performance of their job duties or other violations of this policy. Cause shall be determined by the employee's supervisor and shall be communicated in writing to the employee when employee status is changed. Practicing Attorneys employed by the City are not subject to the personnel appeal procedure, being subject instead to the rules of professional conduct for their profession. Independent contractors are not covered by this policy.

Only suspension without pay, demotion with change of pay, or discharge for cause shall be subject to the appeal procedure set forth in this personnel policy. The appeal procedure is to be construed in a directory manner. It is the duty of the appellant to show by clear and convincing evidence that the factual basis for the personnel action is incorrect or that the reasons for the personnel action are contrary to the public interest or violate existing law. Should the appellant establish such basis, the employee's back wages and benefits shall be restored as if the specified action had not been taken.

Changes in employment status which are the result of budgetary needs, reductions in force, reorganization of work duties through transfer or reassignment, or general changes in the terms or conditions of employment or of benefit offerings shall not be subject to the appeal procedure set forth herein. The City of Rathdrum retains full authority, without prior notice, to modify the general terms and conditions of employment. Additional information may be obtained from the designated personnel officer or by appointment with the Department Head.

2. Employee Classification for Benefit Purposes

The classification of the position you hold with the city of Rathdrum may affect the status of obligations or benefits associated with your employment. The primary classes of employees and their respective status is outlined as follows:

a. Full-Time Regular Employees

Employees whose typical work schedule calls for at least 80 hours of scheduled work during each 14 calendar-day payroll period. Full-time regular employees shall receive all employee benefits provided by the city of Rathdrum as such benefits now exist or may be subsequently changed.

b. Part-Time Regular Employees

- i. Part-time Regular Employees - Employees whose typical work schedule calls for at least 20 hours, but not as much as 40 hours, of scheduled work during each 7 calendar-day payroll period. These employees are not eligible for health and ~~vacation~~-PTO benefits, but are entitled to holiday pay in proportion to the average number of hours per day that they are regularly scheduled to work. The number of hours scheduled may also affect the employee's obligation to participate in certain mandatory state benefit programs. Certain benefits may not be available.
- ii. Part-time Temporary Employees - Employees whose typical schedule calls for at least 20 hours of scheduled work during each 7 calendar-day payroll period, but are hired with the expectation that their employment will last no longer than 9 months and there is no promise of subsequent re-employment. These employees are not eligible for benefits and may not be re-employed for a period of 90 days.

c. Casual Employees

Employees who provide services for the city of Rathdrum on an irregular or temporary basis or whose scheduled hours of employment for the city are typically fewer than 20 in each 7 calendar-day payroll period. A casual employee is not eligible for benefits.

d. 5/8 month employees

Employees who are hired with the expectation they will be needed no longer than five or eight months, respectively do not receive benefits beyond those required by law. Eight month employees are hired for specific positions related to the growing season as specified by mandated state programs. These employees are not eligible for benefits.

e. Seasonal Recreation employees

Employees who are hired for seasonal recreation positions not to exceed 7 months who work more than 20 hours in a 7-day calendar period. This classification specifically includes employees such as summer camp staff, lifeguards, and similar. These positions are exempt from the Fair Labor Standards Act and are not eligible for overtime. These employees are not eligible for benefits.

f. Significance of Employee Classification

The procedures for hiring, promotion, and transfer of full-time employees shall be subject to the provisions of this policy. Personnel actions addressing demotion or termination of temporary or casual employees are not subject to procedures set forth herein unless the handbook provisions expressly provide otherwise. All temporary, casual

and seasonal employees are expressly employees at will.

g. Independent Contractors

g.i.

From time to time the City of Rathdrum may retain the services of firms or individuals on personal services contracts to perform projects for the city. These individuals and firms are bound by the terms of their respective contracts and are not considered employees as defined in this manual.

B. COMPENSATION POLICIES

1. Establishment of Pay System

The position compensation plan consists of pay grades with a minimum, mid-point, and maximum wage rate, and any intermediate wage steps or open ranges deemed desirable and necessary for each class of positions. The designated personnel official will recommend to the Mayor for approval by the City Council the assignment of each class of positions to a pay grade and the number of intermediate salary steps, if any, to be used for such class of positions.

a. Adjusting Compensation When Plan Becomes Effective

These directives are to be followed in setting the wage of incumbents in positions at the time any pay grade range provided by the compensation plan, or any amendments thereto, becomes effective or when an individual employee's position is reclassified. This includes grade changes wherein a complete classification is determined to be assigned to the wrong pay grade and is, therefore, assigned to a different pay grade.

- i. Where the wage of an employee is lower than the minimum step of the appropriate pay grade prescribed for the classification, the employee salary will be increased to at least the minimum of that pay grade providing for at least a 2% increase.
- ii. Where the wage of an employee is higher than the maximum step of the pay grade prescribed for the classification, the employee's wage will remain unchanged or "red-circled" as long as the employee retains that classification, or until the maximum step of the appropriate pay grade exceeds the wage of the employee.
- iii. In the case of a downward reclassification, the employee's wage remains the same but is moved to within the new pay grade.
- iv. In the case of an upward reclassification the employee will be moved to the new pay grade with not less than an increase of 2%.

b. Recruitment at Minimum

- i. Original appointment to any regular full time position within the plan will be at the rate designated as the first step of the appropriate pay grade except in the case of transfer, demotion, promotion or experience level.
- ii. Upon specific written authorization from the Department head and approval of the City Administrator, a newly hired employee may be placed at no higher than 12.5% above the minimum of the appropriate pay grade. Provision for placement at any step beyond the 12.5% of the pay grade will be by specific written authorization of the Mayor.
- iii. Placement above the minimum step will normally be based on inability to recruit or extraordinary applicant qualifications.

c. Increasing Hours of Part-time and Casual Positions to Full-time Regular Status

Requests to increase the hours of a position from part or casual to full-time will be submitted to the Mayor through the City Administrator by the Department head. The City Administrator will analyze the impact of the increased hours, designate the position regarding pay grade, and report the results to the Mayor.

Upon approval by the Mayor, the existing qualified incumbent in the position may be placed on a full-time probationary status and not be subject to the existing recruitment policy. However; if there is more than one incumbent, no incumbent, or upon the request of the Department head, the position will be subject to open and competitive recruitment as stated in city policy.

d. Adjusting Compensation When Employees Are Promoted, Demoted Or Transferred

These directives are to be followed in connection with compensation adjustment upon the promotion, demotion or transfer of employees.

- i. Promotion. A promotion is defined as an appointment of an employee from a position classification with a lower pay grade to a position classification with a higher pay grade. Employees who are promoted will have their compensation raised to the step in the new pay grade which gives the equivalent of a 5% increase provided they do not exceed the maximum salary rate of the assigned pay grade, or to the first step of the new pay grade if the first step represents an increase in excess of 5% over the previous wage.

- ◆ An employee who is paid at a red-circled rate which exceeds the top step of the salary range of the old position will, upon promotion, be paid at the step rate of

the range of the new position which provides an increase provided that person will not thereby suffer a reduction in salary.

- ◆ Promotions will establish a new anniversary date. A promoted employee will not be eligible for any additional step increase until 6 months after the date of promotion.
- ◆ A promotion differs from a reclassification in that in a promotion the employee moves from a lower graded position to a higher graded position. Reclassifications, however, acknowledge the work being done in a position by an employee which may call for an adjustment of that position's assigned range – this adjustment is not a promotion and is therefore not subject to this policy. Reclassification will not establish a new anniversary date.

- ii. Demotion. A demotion is defined as the appointment of an employee to a position classification with a lower pay grade. An employee who is demoted may be placed in the lower pay grade at the same rate in the new pay grade or lower rate if determined appropriate by the department head, City Administrator and Mayor. Upon demotion, the employee retains the anniversary date held in the former position. If a person is demoted from a position in which the promotional probationary period was not completed, a new anniversary date will be established at the lower position.
- iii. Transfer. Employees who are transferred will be compensated at the rate received prior to transfer exclusive of any special assignment compensation. Changes in assignments involving a promotion or demotion will be accomplished in the manner of the preceding two paragraphs.

e. Compensation Advancements

These directives are to be followed in making all compensation advancements within an established pay grade for a class:

- i. Cost of Living. General wage increases (or more commonly known as COLA's) will be determined each year by the Mayor and Council. The entire pay grade table will be adjusted according to any approved cost of living increase.
- ii. Merit Increases. Merit increases will not be automatic and will be based upon performance ratings and such other recorded measures of performance as determined by the City and the Department heads. The percentage for merit increases is set at 2.5% for each budget year, but is subject to change by the Mayor and Council during the budget process each year. The employee is eligible upon successful completion of an original appointment probationary period and each annual anniversary date after the

completion of the probationary period in such class until the maximum step for the class is reached. Department head performance will be reviewed by City Administrator and/or Mayor. Wage increases for the department heads will be recommended by the City Administrator and/or Mayor and approved by the Mayor and Council. The Mayor and Council will review the City Administrator's contract and approve of any increase in salary.

- iii. Employees will be eligible for a step advancement at the completion of a promotional probationary period served. This will establish a new anniversary date. Police Officers will serve an original appointment probationary period of 12 months, but will be eligible for the 2.5% increase (or percent set by the Mayor and Council for that budget year) after six months. This six month increase, whether granted or not, will not mark the end of the probationary period for police officer positions. No employee will receive an advancement of more than the approved percent increase for the class more frequently than once each 12 month period following successful completion of his/her probationary period, except in cases of exceptionally meritorious service.

~~iv. Employees hired after August 8, 2006 will have their new anniversary date established as written in e. (ii) above. Current/Existing full-time employees will have their anniversary date as October 1 of each year.~~

~~v.~~ iv. For exceptionally meritorious service advancement of 2.5% (or Mayor/~~Council approved~~Council approved percentage) the Department head will submit a written recommendation to the City Administrator. Such advancements for exceptionally meritorious service will require approval of the Mayor following review of the department recommendation and prior to the advancement being made. The Mayor's approval, as well as the department head recommendation will be made part of the permanent record of the employee.

~~vi.~~ v. Positions other than Full-time do not follow the Compensation policies of this manual. Pay increases for positions other than full-time are determined by the Department Head. Non full-time employees may be paid at not less than the Federal Minimum Wage and not more than the maximum pay rate per hour of the assigned range (if the position coincides with a regular full-time position). The determination of actual pay rate per hour within these guidelines will be adjusted at the discretion of the Department Head.

2. Compliance with State and Federal Pay Acts

The City of Rathdrum shall comply with all State and Federal pay acts respecting the compensation of employees for services performed in the public service.

3. Right to Change Compensation and Benefits

The City of Rathdrum reserves the right to change general compensation for any reason deemed appropriate by the City Council. Compensation may also be adjusted based upon the availability of funds to maintain a solvent City budget.

4. Overtime Compensation - Compliance with Fair Labor Standards Act

In addition to the employee classifications set forth elsewhere in this policy, all employees are classified as exempt or hourly for purposes of complying with the Federal Fair Labor Standards Act (FLSA). The FLSA is the Federal wage and hour law which governs the obligation of employers to pay overtime compensation. Certain employees are exempt from operation of this law because they hold positions which are professional or primarily executive or administrative in nature. As such, exempt employees are not required to receive overtime pay for hours worked beyond the limits provided by the statute.

Employees who serve as sworn law enforcement officers will be subject to special exceptions found in the FLSA (See section 207K). Please contact your department supervisor or the designated personnel officer for further clarification of your FLSA status.

5. Compensatory Time Policy

The City of Rathdrum allows the accumulation and use of compensatory time, in amounts not to exceed accumulation of 80 hours. Hours accrued for ~~vacation~~PTO, ~~sick leave~~, or compensatory time off will not be considered hours worked for the purposes of computing overtime. Holiday pay will be considered hours worked for the purposes of computing overtime.

6. Reporting and Verifying Time Records

It is the responsibility of each employee to properly record time that he or she has worked during a payroll period. Each time sheet should bear the signature of the employee with a statement verifying its accuracy and a counter signature by a supervisor indicating that the hours claimed were actually worked. These records shall be retained as required by the records retention policy.

7. Work Periods

Employment with the City of Rathdrum is subject to the Federal Fair Labor Standards Act as previously described. Each employee is responsible for monitoring the status of hours worked in each work period. Overtime will be allowed only when authorized by an appropriate supervisor or when absolutely necessary in an emergency. The work week for all regular employees who are subject to the FLSA will begin at 12:00 a.m. (midnight) on Saturday of each week and concludes at 11:59 p.m. of the succeeding Friday. For non-exempt employees, hours actually worked in excess of forty in a work week will be computed at one and one-half (1 1/2) times the hours worked. This

compensatory time will accrue unless the department head requests to have it paid.

Sworn law enforcement officers are subject to the special exception for their respective professions (§ 207(k)) which allows establishment of their work period up to fourteen days. Overtime compensation is to be paid for qualifying law enforcement hours beyond 80 hours in a 14-day work period. For these special exception employees, compensatory time will accrue unless the Department Head authorizes payment of overtime compensation. Questions about overtime and compensatory time should be directed to your supervisor or the designated personnel officer.

8. Special Pay Rates

- a. Call Out time for non-exempt employees occurs when the employee has left his/her place of duty and is called back to duty. Call out is paid at a minimum rate of 2 hours per occurrence. Call out time continuous to regular working hours is considered regular time.
- b. Standby Pay and Status. When it is necessary for a non-exempt employee to carry a pager/cell phone and be available for emergency call out during a specified period of time at other than scheduled hours of work, the employee shall be in standby status. The employee needs to be where they can be contacted and respond to be at their work station in 20 minutes. They need to be in a physical condition such that they can lawfully drive and work. During this period of time, the employee shall be paid standby pay. The standby pay schedule is subject to change.
- c. Shift Pay. Employees working a shift that includes at least 4 hours after midnight shall be eligible for a night shift differential. The amount of the differential is established by City Council and subject to change.
- d. Detective, FTO and SWAT Pay. Employees assigned to these positions receive the pay rate established by the City Council, and subject to change, for these assignments and may be returned to their normal rates of pay upon completion of the assignment.

9. Payroll Procedures and Paydays

Employees are paid every two weeks throughout the year. Paychecks are issued by the office of the City Treasurer on every other Friday. Paychecks compensate employees for work performed in the pay period preceding the week in which the check is issued. Paychecks are to be distributed at the workplace prior to 5:00 p.m. on payday. Direct deposit is available and encouraged.

It is the obligation of each employee to monitor the accuracy of each paycheck received. Information shown on the employee's paycheck stub is provided for information only. Actual practices respecting the issuance of paychecks and allocation of employee benefits must be consistent with official policy of the city. In the event of disagreement between the computer-generated paycheck stub and official policy the policy shall prevail.

10. Compensation while Serving on Jury Duty or as a Witness in a Court Proceeding

The City will pay City employees their regular rate of pay for their regularly scheduled number of work hours for days the employee serves on jury duty. The employee may keep the jury pay. Employees must provide their summons to their department head as soon as they receive it to allow for proper staffing. An employee whose jury duty is completed before the end of the work day with the City is expected to return to work. Department heads with shift requirements will discuss the schedule expectations with an employee who serves on jury duty. Time spent on jury duty does not count as hours worked for purposes of calculating overtime or compensatory time.

Court duty required as a consequence of the employee's employment with the City will be paid at his/her regular rate of pay. Employees must provide their summons to their department head as soon as they receive it to allow for proper staffing. If an employee receives witness fees for work-related court duty, that compensation shall be property of the City. An employee on the City payroll whose court duty is completed before the end of the work day with the City should return to work.

If an employee is subpoenaed as a witness in a court case which is not work-related, he or she may use accrued ~~vacation leave~~ PTO, comp time, or personal leave, or take leave without pay for the court appearance and may keep any witness fees received. If there is any question as to the work-relatedness of the court duty, the employee shall provide documentation to the designated personnel officer who will make a decision.

11. Military Leave

Unpaid leave of absence will be granted to participate in ordered and authorized field training. The city will comply with the provisions of Idaho Code § 46-224, et seq., or its successor, as those Code provisions govern leaves of absence for military service and Uniformed Services Employment and Reemployment Rights Act of 1994 or any applicable subsequent federal statute.

12. Payroll Deductions

In accord with Idaho Code § 45-609 or its successor, no payroll deductions will be made from an employees paycheck unless authorized by the employee or required by law.

13. Travel Expense Reimbursement

An employee on city business shall be reimbursed for expenses incurred in completing his/her work-related assignment in accord with the policies established by the operating policies of the City. Each employee is responsible for providing verified receipts for any expenses for which reimbursement is

requested.

14. On-the-Job Injuries

All on-the-job injuries shall be reported to the designated personnel officer as soon as practicable to allow filing of worker's compensation claims in the proper manner. If an employee is disabled temporarily by an on-the-job accident s/he shall be eligible for worker's compensation benefits. Return to duty will be authorized on a case-by-case basis upon consultation with the supervising official and the State Insurance Fund. Concerns associated with injured worker status may be brought before the Mayor for review.

For all employees that are injured while on the job and continuing to work full time do not have to take PTO for worker's compensation mandated medical appointments.

The City will handle worker's compensation claims for sworn law enforcement officers pursuant to Idaho Code, Title 72, Chapter 11, as it now exists or is subsequently amended.

15. Temporary Appointments and Temporary Acting Pay

a. Purpose of Temporary Appointments to Regular Positions

- i. From time to time vacancies occur as a result of reorganization, an extended leave of absence or comparable situation. Per the assessment of the Department Director (or the Mayor or City Administrator in the case of a vacant Department Director position) it may be necessary to temporarily (provisionally) appoint an able employee or recruit an able person to that vacancy to maintain the division or department work programs and supervise its employees until the position is filled through proper recruitment procedures or is refilled by the absent employee.
- ii. The Department Director or his designee will state the reason for the need of a temporary (provisional) appointment to the Administration Department (Personnel), and if possible, it's expected duration.

b. Temporarily Appointed Employees

- i. The Department Director or in the case of an absent Department Director the Mayor or City Administrator will make the temporary (provisional) appointment through his/her assessment of the person best-suited based upon knowledge, skills and abilities to perform the work of that temporary vacancy. There will be no promise or notion of a promise given to any provisional employee which would lead him/her to believe or suspect that he/she had a property right to that appointed position. If in the discretion of the Department Director (or in the case of a Department Director, the

Mayor or City Administrator), that continuity of services is best served by appointment of non-city personnel or no current city employees are able to fill the vacancy, recruitment will be through the City Personnel Department. Individuals will be selected from agencies or lists designated by the person over the Personnel Area.

c. Temporary Acting Pay (TAP)

- i. TAP is to compensate the appointee for the increase in responsibilities resulting from the appointment.
- ii. Any city employee temporarily (provisionally) appointed to a vacant higher-graded supervisory/managerial or line employee which will be in duration of at least ten consecutive working days will have available to the acting employee equal to a 10% increase.
- iii. Each circumstance must be reviewed and approved by the Director and Mayor and/or City Administrator.

C. EMPLOYEE BENEFITS

The City of Rathdrum offers a number of employee benefits for full-time employees. These benefit offerings are subject to change or termination in the sole discretion of the City Council. Each is subject to the specific terms of its respective insurance policy and/or official resolution of the City Council. FLSA exempt employees must take ~~vacation-PTO~~ in no less than half day increments ~~and no less than two hour increments for sick time.~~

1. Conversion from Vacation and Sick Leave to Personal Time Off

Accrued vacation and sick leave hours will convert 100% to Personal Time Off (PTO) as of February 1, 2017.

1-2. ~~Vacation Leave~~Personal Time Off (PTO)

~~Vacation leave~~PTO is available to full-time employees who have completed the equivalent of 6 months of full-time employment. ~~Vacation-PTO~~ accrues from the start of employment in the following manner:

Length of Service	Annual Vacation-PTO hours Accrual
First thru Third year	104.92 hours/pay period-days
Fourth thru Fifth year	156.46 hours/pay period-days
Sixth thru Tenth year	187.38 hours/pay period-days
Eleventh year on	22 8.61 hours/pay perioddays

~~Vacation-PTO leave~~ can only accrue to a maximum of ~~240-912~~ hours. On August 31, 2017 any excess over the maximum amount allowed will be cashed out during the month of September 2017. Any excess over the maximum amount on ~~December 31-September 30~~ of each year following 2017 may be donated to the City's sick bank~~will be forfeited, without right of compensation,~~ at the

~~conclusion of the city fiscal calendar year. Employees with over the maximum amount when this policy is approved will have one year from the policy approval to bring their vacation time into compliance. When it is in the interest of the City, this rule may be extended for a period of time not to exceed 6 months upon written permission of the Department head and City Administrator or Mayor. Vacation leave is to be scheduled with consent of the Department head or supervisor.~~

~~PTO can be requested to be taken in hourly or daily increments as deemed necessary and desirable by the employee with the agreement of the supervisor of Department Head. If there are insufficient PTO hours available the employee may be considered for leave without pay. Requests should be in writing using a city-provided form. A Leave Request Form may be obtained from the City Clerk. Efforts will be made to accommodate the preference of the employee in ~~vacation~~ PTO scheduling, but first priority will be the orderly functioning of affected departments.~~

~~To permit continued smooth operation of the City and allow other employees the opportunity for ~~vacation~~ PTO, employees may take no more than ~~14 consecutive workdays~~ 2 weeks (14 consecutive days) off on ~~vacation~~ PTO in any eight week period. Any requests for a longer period of time must be approved by the City Administrator as an emergency or extraordinary circumstance.~~

~~PTO of forty (40) consecutive work hours should be scheduled with the department head per department policy, but in the absence of any departmental policy request shall be made at least one month in advance. PTO of less than forty (40) consecutive work hours can be requested more than 24 hours in advance. Unscheduled PTO (PTO requested less than 24 hours in advanced) will be required to state why the PTO is requested. The department head or supervisor may choose to approve or deny all requests based on sufficient coverage to perform necessary duties for the public.~~

~~Evidence in the form of physician's certificate must be submitted upon returning to work when there is an absence of five (5) or more unscheduled consecutive days, and/or whenever there is reason to believe that unscheduled leave privileges are being abused. A supervisor may require the submission of a physician's certificate following and absence of three (3) or more unscheduled days if, in his/her judgement, the circumstances of the absence warrant it. Upon expenditure of all paid leave accruals, the Mayor or City Administrator may, upon Department head recommendation authorize a leave without-pay status not to exceed one (1) year.~~

~~Upon expenditure of all PTO, the Mayor or City Administrator may, upon Department head recommendation authorize a leave without-pay status not to exceed one (1) year.~~

Department heads will accrue PTO at the maximum amount after the 6 month evaluation/probation period.

Employees with up to 240 hours of unused PTO accrual at separation will be paid for that accrual at the rate of pay at time of separation. Employees who terminate in the first year of employment shall not be eligible for payment of unused PTO. Payment of up to 240 hours of unused PTO for deceased employees shall be in accordance with the beneficiary designation the employee filed for PERSI. (See section VI. F.)

~~2. Sick Leave~~

~~a. Accrual~~

~~Sick leave benefits are provided to full-time employees at the rate of 8 hours per month or 3.69 hours per bi-weekly pay period. Sick leave is a benefit to provide relief to the employee in the event of illness to the employee or his/her immediate family.~~

~~Sick leave can accrue to a maximum of 672 hours. Employees with sick leave amounts currently over the maximum at the time of this policy adoption will not accrue any more sick time until their sick leave amount is below the maximum. Sick leave benefit recipients will receive their normal compensation when using sick leave benefits.~~

~~b. Use~~

- ~~i. Each full-time employee of the City service may use sick leave for legitimate absences for any of the purposes set forth herein after having completed at least two full pay periods of employment. The practice of advancing sick leave before it is accrued will not be permitted.~~
- ~~ii. Upon approval of the Department head or a designee, accrued sick leave will be granted to an employee only for the following:
 - ~~◆ To recover from or receive treatment for a personal medical or dental condition of the employee.~~
 - ~~◆ To care for the employee's new-born child or a newly adopted child.~~
 - ~~◆ To care for an immediate family member (spouse, child or parent) with a serious health condition.~~~~
- ~~iii. An employee who is absent for a legitimate sick leave purpose is required to arrange for a telephone report to his supervisor at the beginning of the work day. Any employee absent at the start of his shift due to a personal illness or injury who recovers sufficiently during the course of his shift to report for work is required to do so. In such a situation, the employee involved will be charged only for actual sick leave used.~~
- ~~iv. An employee absent for legitimate sick leave purpose must use accrued sick leave for that purpose. Upon exhaustion of all~~

~~accrued sick leave, the employee may utilize accrued vacation or compensatory time.~~

~~v. Two days per year of personal leave are allowed at the authorization of the department head, to be charged to sick leave.~~

~~vi.i. Any employee willfully abusing sick leave privileges will be subject to disciplinary action.~~

e.b. Affidavits/Physician's Statements

~~The Department head and supervisor are charged with the responsibility of approving or not approving sick leave requests. Evidence in the form of physician's certificate must be submitted upon returning to work when there is an absence of five (5) or more consecutive days, and/or whenever there is reason to believe that sick leave privileges are being abused. A supervisor may require the submission of a physician's certificate following an absence of three (3) or more days if, in his/her judgement, the circumstances of the absence warrant it. Any approved absence behind the accrued sick leave credit will result in the employee being carried on the payroll as using accrued compensatory time and/or vacation leave until all such time has been used. Upon expenditure of all paid leave accruals, the Mayor or City Administrator may, upon Department head recommendation authorize a leave without pay status not to exceed one (1) year.~~

3. Holidays

Eleven official holidays are provided for regular full-time and part-time regular employees. Employees who have active status on the date of any holiday shall receive their usual compensation for that day even though they do not work. Holidays which fall on Saturdays shall be observed on the preceding Friday. Those which fall on Sunday shall be observed on the succeeding Monday. The holiday schedule may be changed at any time by the City Council.

Exempt employees who work on holidays shall be scheduled to receive a substitute holiday with pay within sixty days of the date of the holiday they worked. Nonexempt employees who work on a City recognized holiday (between 12:01 a.m. and 12:00 midnight) shall be paid at time and one half their straight time rate of pay for hours actually worked on the holiday, plus the regular holiday pay for the day. Unscheduled emergency work on holidays shall be compensated at a rate of one and a half times the employee's regular rate of pay even though the work does not constitute overtime (two times the regular rate if the work does constitute overtime).

Recognized Holidays:

New Year's Day
Martin Luther King, Jr.
Presidents' Day
Memorial Day
Independence Day

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Labor Day

4. Disability Leave

The City of Rathdrum will allow any employee who is disabled in such a manner that his/her return to work is anticipated, a maximum of 120 days unpaid leave for purposes of recovering from said disability. The employee may, at his or her option, choose to use ~~vacation and/or sick leave~~ PTO to receive pay as long as such benefits are available in accordance with the Family and Medical Leave Act of 1993.

5. Bereavement Leave

Up to three days of paid leave of absence ~~per death in the calendar year for a death~~ in the immediate family (spouse, parents, grandparents, children, grandchildren, brothers and sisters). Additional leave may be granted from accrued ~~vacation leave~~ PTO or unpaid leave of absence or compensatory time.

~~6.~~ Leaves of Absence

Up to thirty calendar days unpaid leave can be granted by the Mayor for any justifiable purpose. Paid leave in any amount or unpaid leave in excess of thirty days shall require approval of the City Council.

~~7.6.~~ Administrative Leave

~~FLSA Exempt employees can receive up to 5 days of paid time off when approved by the City Administrator or Mayor. The purpose is to allow employees that do not receive overtime but may have spent an exceptional amount of time in meetings or on a certain projects during the calendar year some additional time off to recognize that work. The time off is subject to approval, does not accrue as a right and is not carried over to the next year.~~

~~8.7.~~ FMLA

Employees of the City of Rathdrum may have rights for 12 weeks of leave, going forward from the date of the event, under the provisions of the Family and Medical Leave Act of 1993 if they meet the following eligibility requirements. An "eligible employee" is an employee of a covered employer who:

- a. Has been employed by the City for at least 12 months, and
- b. Has been employed for at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the leave, and
- c. Requires leave for any of the following reasons:
 - i. the birth of the employee's child or in order to care for the child;
 - ii. the placement of a child with the employee for adoption or foster care;

- iii. to care for a spouse, child or parent who has a serious health condition*; or
- iv. a serious health condition* that renders the employee incapable of performing the functions of his or her job.

*A serious health condition includes: illness, injury, impairment or physical or mental condition involving any of the following:

Any period of incapacity or treatment in connection with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; **or** continuing treatment by a health care provider which includes any period of incapacity (i.e. inability to work, attend school, or perform other regular daily activities) due to:

- a. A health condition (including treatment thereof, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition that **also** includes:
 - i. treatment two or more times by or under the supervision of a health care provider; **or**
 - ii. one treatment by a health care provider with a continuing regimen of treatment; **or**
- b. Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; **or**
- c. A chronic, serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g. asthma, diabetes). A visit to a health care provider is not necessary for each absence; **or**
- d. A permanent or long-term condition for which treatment may not be effective (e.g. Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; **or**
- e. Any absences to receive multiple treatments for restorative surgery, or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g. chemotherapy or radiation treatments for cancer).

If an employee meets these eligibility requirements he/she may request up to 12 weeks of leave where the City of Rathdrum will continue the employee's benefits (employer portion only) during the leave period. If the employee does not return to work for reasons other than their own continued serious health condition or that of an eligible family member, City of Rathdrum may recover from the employee the premium(s) that were paid for the employee's medical coverage.

Employees are required to use any accrued ~~paid vacation~~PTO ~~or,~~ compensatory time, ~~and sick leave~~ before utilizing leave without pay under this FMLA policy. If ~~paid leave~~PTO accruals are less than 12 weeks, the employee may take the remainder of FMLA leave as unpaid leave. Employees will continue to accrue leave while utilizing their ~~paid sick and vacation leave~~PTO. They will cease to accrue ~~vacation and sick leave~~PTO during the unpaid portion of their leave.

Employees are required to give 30 days advance notice or as much time as

practical when the need for FMLA leave is foreseeable. City of Rathdrum reserves the right to request medical certification supporting any leave, and may require second or third opinions (at the City's expense). The City of Rathdrum may also require a doctor's fitness for duty report prior to your returning to work. Leave may be denied if these requirements are not met. The decision to allow an employee to return to work will be solely the city's in compliance with the provisions of the Family and Medical Leave Act and in the City's best interests.

Contact the ~~designated personnel officer~~ City Administrator to discuss your rights and obligations for continuation of any current benefits you are receiving. Employees must make arrangements for payment of their portion of their benefit costs or discontinuation of those benefits will occur.

FMLA leave may be taken intermittently or on a reduced leave schedule in the circumstance of birth or placement of a child for adoption or foster care, care for a sick family member, or for an employees own serious health condition with prior written approval from the Department head when "medically necessary."

~~Total FMLA leave for employee spouses who both work for the City of Rathdrum is 12 weeks combined, if the leave is for reasons other than personal serious illness.~~ Examples where employees of the City of Rathdrum are entitled to leave under FMLA include:

- a. To care for a child following a birth or placement of a child with the employee for adoption or foster care.
- b. To care for a sick child, spouse or parent who has a "serious health condition."
- c. If the employee him/herself is unable to perform his or her own work responsibilities because of his/her own serious health condition.

To request FMLA leave, write a brief letter or memo to your supervisor indicating the reason for requesting FMLA leave and the expected duration of leave. The designated personnel officer will administer the FMLA program for the city. Note: Your supervisor may request that you provide certification by your physician or medical practitioner indicating the diagnosis and probable duration of your medical condition, or the medical condition of your family member.

The City of Rathdrum will return the employee to the same or an equivalent position after returning from FMLA leave, subject to the terms of the Family and Medical Leave Act. The only exception may be for individuals who, under the provisions of the FMLA are considered to be a "key employee" whose extended absence would cause "substantial and grievous economic injury".

The City of Rathdrum reserves the right to require periodic notices (as determined by the city) of your or your family member's status and your intent to return to work.

The City of Rathdrum reserves the right to designate any leave request as covered or not covered in compliance with the provisions of the Family and

Medical Leave Act.

If you have any questions about your rights under FMLA please contact the designated personnel officer.

9.8. Reduction in Benefits

The City of Rathdrum, through its City Council, reserves the right to change, condition, or terminate any benefits set forth in this section. No employee shall acquire any rights in any current or future status of benefits except as the law otherwise requires.

10.9. Insurance Coverage Available to Employees

The City of Rathdrum provides insurance coverage for full-time employees in an employer/employee shared arrangement. All coverage is subject to policy terms and change at any time.

11.10. Retirement

The retirement plan of the City of Rathdrum combines benefits of the Public Employees Retirement System of Idaho (PERSI) with Social Security (FICA). PERSI charges a percentage of an employee's gross salary, which is presently exempt from Federal and State income taxes, and the City of Rathdrum matches this with an additional larger contribution. Contact the designated personnel officer for further information.

12.11. Transfer of Benefits with Employee Transfer

Accrued benefits for each employee continue to the benefit of that employee if the employee transfers from one department to another within the City of Rathdrum. Any such transfer will not result in a reduction of benefit offerings separate and apart from those realized by employees similarly situated.

13.12. Employee On-The-Job Training and Educational Assistance

The City's goal is to encourage training, self-improvement and personal development programs for all employees in two general areas: on the job training and education programs.

a. On the Job Training

Training programs for employees may be initiated by department heads or the City Administrator. Such training may include mentoring, demonstrations, assignments of reading matter, lecture courses or such other devices as may be available for the purpose of improving the effectiveness and broadening the knowledge of employees in the performance of their respective duties.

b. Educational Assistance/Academic Coursework

City employees may be eligible for educational assistance in accordance with the following guidelines.

- i. Employees must have achieved full-time regular status and completed their original hire probationary period.
- ii. Employees may receive assistance on a reimbursement basis only for individual classes or courses of study which the City determines are: directly related to the employee's present job (including management or supervisory functions); related to improved customer service and communications; those which will enhance the employee's potential for promotion to a position within the City to which the individual has a reasonable expectation of advancing; or those which achieve a relevant departmental objective.
- ~~iii.~~ All classes/courses must be offered by institutions accredited by the Northwest Association of Schools and Colleges, or by other accrediting agencies specifically recognized by the City.
- ~~iii-iv.~~ Employee must receive a "B" grade or better to receive the educational assistance.
- ~~iv-v.~~ Specific procedures for requesting educational assistance are found in Appendix E of this manual. Approval of assistance is on a case by case basis by the Mayor and/or City Administrator.

V.EMPLOYEE EVALUATION AND DISCIPLINE

A. EVALUATION PROCEDURES

1. Standard Procedures

Supervisors should endeavor to give ongoing feedback to all employees regarding their performance. An initial written appraisal should be given within approximately six months from the employee's work start date. The City will generally review employee performance as individual performance requires. Each employee may be evaluated on a semi-annual/annual basis or as often as needed to assess the performance of that employee in the job being performed for the City of Rathdrum. Each evaluation will be given on the basis of the direct supervisor's observations of the employee's performance, the accuracy of the employee's work in addition to the quantity, and additional efforts expended by the employee on behalf of the City of Rathdrum. Each supervisor is authorized to use necessary evaluation tools. A copy of any written documentation given to employees as a means of evaluation shall be kept in the employee's permanent record file.~~At the same time the supervisor must fill out a standard City of Rathdrum evaluation form, which shall be placed in the employee's permanent record file.~~

The annual evaluation for employees hired before August 8, 2006 shall be in the months of August and September but to be completed no later than September 15

~~of each year in order to be ready for any merit increases in October. Any other full-time employees shall have their annual evaluation just prior to their annual anniversary date that was established as annually from their six-month probation date. Evaluations for employees in any employment status other than full-time are not subject to these requirements but are determined by the department head or supervisor of each department.~~

2. Performance Review Meeting

Each evaluation shall be concluded with an interview between the evaluated employee and the immediate supervisor to discuss the findings of the ~~employer's~~ evaluation. Each employee will be given an opportunity to respond to the evaluation orally, in which case notes may be taken by the supervisor, or the employee may submit a written response to the employer's evaluation to be placed in the employee's personnel file, provided that it is filed with the employer within 10 days of the date of the oral presentation of the evaluation.

B. EMPLOYEE PERSONNEL FILES

1. Personnel Records

The official employee records for the City of Rathdrum will be kept in the office of the City Clerk. Within these personnel files will be kept all records of payroll, employee performance evaluation, employee status, and other relevant materials related to the employee's service with the City of Rathdrum. Any supervisory personnel or the employee him or herself may contribute materials to the personnel files deemed relevant to the employee's performance and tenure. Each employee shall have the right to review materials placed in his or her personnel file at any reasonable time. Copies of materials in a personnel file are available to each employee without charge. Personnel files shall not be removed from the premises.

2. Access to Personnel Files

It is the policy of the City of Rathdrum to allow limited access to the personnel file for any employee. Those authorized to evaluate materials in a personnel file include the employee's supervisor and department head on a limited basis, the designated personnel officer, ~~the city attorney~~, the City Administrator and the Mayor, and the employee him or herself. Based upon the inherent confidentiality of personnel matters, access of others to personnel files shall be only with authorization of the City Administrator or the Mayor in the event there isn't a City Administrator. Information regarding personnel matters will only be provided to outside parties with a release from the employee or in other circumstances where release is deemed appropriate or necessary with the concurrence of both the City Administrator and the mayor.

3. Management of Information in Personnel Files

Each employee shall be provided an opportunity to contest the contents of a

personnel file at any time, except in the case of an evaluation, there is a 10 day response time. This is to be done by filing of a written objection and explanation which will be included in the file along with the objectionable material. In the sole judgment of the supervising official, with the concurrence of the mayor, any offending material may be removed upon a showing by the employee that it is inaccurate or misleading.

C. EMPLOYEE DISCIPLINE PROCEDURES AND PRINCIPLES

1. Purpose of Discipline Policy

The purpose underlying the discipline policy of the City of Rathdrum is to establish a consistent procedure for maintaining suitable behavior and a productive working environment in the workplace. These procedures are directory in nature and minor variations of the processes set forth herein shall not affect the validity of any actions taken pursuant to this policy.

2. Disciplinary System Framework

The City of Rathdrum adopts the following framework for actions to be taken in the event that employment policies are violated by any employee subject to this manual. Progressive steps may be implemented in order to invoke disincentives to policy violations. The City of Rathdrum reserves the right to take any of the prescribed steps in any order in the event that a supervisor deems a policy violation or action of the employee to be serious enough to warrant a certain step. Such steps shall be documented in the record of the disciplinary action. Progressive discipline shall be applied only where the supervisor believes that the potential for improvement and correcting the behavior is possible.

3. Disciplinary Actions

The following actions are among the disciplinary actions, or any combination thereof, which can be taken by the supervisor:

- a. Oral warning.
- b. Written warning or reprimand.
- c. Suspension with or without pay.
- d. Demotion.
- e. Probation.
- f. Dismissal.

4. Disciplinary Action Procedure

The personnel policy of the City of Rathdrum establishes the right to be heard prior to a final decision being made in the event of a contemplated disciplinary action that would result in discharge, demotion with attendant change in pay, or suspension without pay, except in the case of actions that are deemed to be illegal.

- a. The employee shall be provided written notice of the contemplated action to be taken and the basis for that action and provided a time frame in which the employee may schedule an appointment to be heard.
- b. The opportunity to be heard shall last no longer than two hours, unless otherwise approved by the department head.
- c. The employee shall have a right to an explanation of the conduct complained of.
- d. The employee shall be provided an opportunity to present evidence and to rebut the information upon which the charged misconduct or inadequate performance is based.
- e. The employee shall receive a written notice of decision which will set forth the reasons for the personnel action and the effective date of such action. That decision may include conditions of continued employment and/or require the employee to execute a last Chance Agreement.
- f. If the employee is a department head, a. through e. apply with the right to be heard going before the City Administrator.
- g. After the opportunity to be heard by the department head or City Administrator and receipt of the written notice of decision, the individual may appeal to the Mayor as the final decision makers. The appeal must be in writing and received by the City Clerk no later than ten (10) calendar days after receipt of the written decision. If the decision is mailed, it shall be deemed received three (3) business days after it is placed in the United States mail, postage prepaid, addressed to the most current address of the employee contained in the employee's personnel file.

VI. SEPARATION FROM EMPLOYMENT

A. REDUCTIONS IN FORCE (RIF)

Employee assignments may be affected by reductions in force made due to economic conditions or to changes in staffing and workload. The City Council reserves the right to make any changes in work force or assignment of resources that it deems to be in the organization's best interests. The City Council may also specify at the time reductions in force are made what reinstatement preferences may accompany the reductions. Said reinstatement preferences may be tied to the classification of the employee or to specialized skills possessed by the employee.

Decisions about the functions to be reduced are not subject to the appeal procedure established by the City of Rathdrum.

B. REINSTATEMENT PREFERENCE

Employees who leave the City of Rathdrum employment due to a reduction in force shall retain a first right to return in the event of work force rebuilding for one year from the date of their separation. Employees shall retain a preference only for work for which they are fully qualified and for which available service requirements can be met.

C. RETIREMENT POLICY

The retirement policy of the City of Rathdrum shall comply in all respects with federal and state requirements respecting mandatory retirement and the obligations established by the Public Employee's Retirement System of Idaho (PERSI). No employee shall be compelled to retire except in compliance with said acts.

D. COBRA BENEFITS

Employees of the City of Rathdrum who currently receive medical benefits, who separate their employment may be eligible to continue those medical benefits at the employees sole cost and expense for a limited time in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). If you have any questions regarding your right to continue your health coverage after separating from the City of Rathdrum please contact the designated personnel officer.

E. EXIT INTERVIEW

Each employee who terminates from employment with the City of Rathdrum is encouraged to participate in an exit interview with the Department head or City Administrator, or in the event of involuntary termination particularly with the City Administrator. In such interview, the employer shall notify the employee when certain benefits will terminate, when final pay will be issued and review the process to receive COBRA. The employee will inform the interviewer about his/her impressions of employment in such interview. An employee exit form may be completed at this point and will be retained in the employee's personnel file.

F. RESIGNATION POLICY

Voluntary resignations will only be accepted if made in writing. Any oral resignations will be treated as leave without approval, unless authorized by the supervising official. Under leave without approval an employee may be terminated for "job abandonment" after 3 days of leave that has not received prior written approval. If the employee wants the formal records to indicate "voluntary resignation", s/he must do so in writing to the supervisor or the department head. All resignations will be deemed accepted when received by the Department Director. Upon receipt by the Department Director, all employment rights to that position are void. If the individual subsequently requests to withdraw his resignation, it will be subject to the discretion of the Department Director.

Employees with up to 240 hours of unused ~~vacation-PTO~~ accrual at ~~resignation~~ separation will be paid for that accrual at the rate of pay at time of separation. Employees who terminate in the first year of employment shall not be eligible for payment of unused ~~vacation-PTO~~. Payment of up to 240 hours of unused ~~vacation-PTO~~ for deceased employees shall be in accordance with the beneficiary designation the employee filed for PERSI.

G. ABANDONMENT

Employees who have an unexcused or unauthorized absence of three working days or more may be terminated for job abandonment.

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Appendix A – Computer Policy

The City maintains a network, an electronic mail system and Internet access to assist in conduct of business with the public and within the City. The electronic mail system, software, hardware, and the Internet system are City property. All messages or communications composed, sent, or received on the system are the property of the City.

Electronic media and services have been established for City Business use and should not be used for non-business, personal or non-City related purposes. However, limited, occasional, or incidental use of electronic media (sending or receiving) for personal, non-business purposes is acceptable insofar as that use complies with City policy and does not interfere with business activities. Users shall be responsible for any charges arising from personal use of electronic services. Users are expected to act responsibly and shall be subject to disciplinary action if this privilege is abused.

The City reserves and intends to exercise its right to monitor, review, audit, intercept, access and disclose all messages or other information created, received or sent over the electronic mail system, Internet connection, or network. The contents of electronic mail or Internet access may be disclosed without the permission of the employee. The confidentiality of any communication should not be assumed. Even when a communication is erased or protected with a password, it is still possible to retrieve and read that message. Employees should not use email, Instant Messaging, or the Internet to transmit communications or visit sites they would not want read by third parties.

The Electronic mail system, Internet connection, Instant Messaging (IM), and network may not be used to:

- a. Conduct personal business. City equipment, phone lines, modems, Internet access, or other hardware or software may not be used for private business, except with prior specific permission of the City. No personal files may be stored on City computers.
- b. Solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations except with special permission from the City.
- c. Create or forward any offensive or disruptive messages or communications. Among those which are considered offensive are any communications which contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability/veterans status.
- d. Visit adult-oriented or non-business related sites. If you accidentally visit such a site, notify your supervisor immediately.
- e. Send (upload) or receive (download) any copyrighted materials, music files, trade secrets, proprietary financial information, or similar materials without prior authorization from the legal owners of said material. Downloading from the Internet of any material not specifically required for the performance of your assigned tasks is forbidden.
- f. Retrieve or access any email not sent to you or files not needed in the performance of assigned tasks. You must not attempt to gain access to another employee's files unless given permission to do so by that employee or supervision.

g. Play computer games during work hours.

h. Effect security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes. Introduce any virus or worm onto the network. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.

Employees are responsible to protect passwords from unauthorized disclosure and not log on as another employee. Employees are responsible for all actions taken under your logon and password. Passwords should be of the "strong" variety, i.e. an alpha-numeric combination of 8 or more characters.

Violations of this policy should be reported to the City Administrator or the Department Head.

Any employee who violates this policy or uses the electronic mail system for unauthorized purposes may be subject to discipline, up to and including termination.

Appendix B – Travel Policy

This policy provides guidance on business travel and dining. In the absence of specific guidelines, staff should travel in a manner that is the most cost effective and efficient.

Reimbursement for expenses incurred while conducting business for the City of Rathdrum shall be in accordance with Idaho Code 31-1506 or its successor, IRS rules, and the following guidelines. All expenditures, mode of travel and lodging shall be pre-approved by the Department Head. It is understood that while traveling for the City, unexpected expenses outside these guidelines may occur that did not receive prior approval. Examples would be unanticipated fees for attending workshops, seminars, special dinners, etc. These must be submitted for approval upon return.

In all travel, employees shall use the most economical and direct route of travel from the standpoint of both time and expense. Whenever possible, air tickets shall be billed directly to the City. Reimbursement to employees for actual costs of travel will be made upon submission of a travel voucher and verified receipts. Employees may travel using a City credit card or be reimbursed for approved expenses upon timely submission of a travel voucher.

City vehicles shall be used for all city travel whenever available and practical. Use of personal vehicles may be authorized and reimbursed in accordance with the standard IRS mileage rate on a case by case basis.

The City follows Fair Labor Standards Act (FLSA) guidelines to determine hourly/daily compensation for employees in a travel status.

This policy does not apply to local day only travel to seminars or other meetings.

A. Requesting and Receiving Payment for Travel:

1. A travel request shall be submitted to attend conferences, seminars, meetings, and workshops only when it is anticipated that the City will derive a benefit from training and information received at such events.

2. Employees should submit a “Travel Application and Report” form to the Department Director for approval, prior to making any travel arrangements. (Travel requests for Department Directors will need to be approved by the City Administrator or Mayor.) Forms are available in the City Clerk’s office.

3. Upon return from travel, the traveler must indicate on the “Travel Application and Report” form actual costs of travel and attach any required receipts.

a. Exact receipts are necessary for reimbursement of all travel expenses.

b. Receipts are required for any non per diem travel expenses which exceed \$10.00 per item. (i.e. hotel, registration, air fare, etc.)

c. Expenses less than \$10.00 for such items as taxi service, parking, tips, etc. do not require receipts, however the amount does need to be indicated on the Travel Application and Report form to receive reimbursement.

B. Out of Area Travel

a. Transportation to out-of-area events that will require air travel shall be by the lowest cost air service. If the employee chooses another form of transportation, i.e. personal car, the mileage cost claimed at the

current IRS rate will not exceed the lowest airline fare. Written exceptions may be made by the department head in those instances where the combined cost of airfare and car rental are deemed to be greater than the full standard federal mileage rate. Lost time and productivity, however, should be considered as factors in the cost of vehicle use.

b. Employees traveling on City business with a spouse or other companion shall strictly distinguish expenses incurred as part of City business from personal expenses.

c. The City will not be responsible for reimbursement of personal items or activities that are not included in the registration and/or hotel cost. Such items would include souvenirs, movies, alcohol, recreation activities, tours, etc.

C. Meal Expenses-Overnight Travel

a. If meals are provided by the registration or otherwise provided at the seminar, meeting etc., the amount for those meal costs should be deducted from the per diem.

b. Per diem for meal costs will be provided for out-of-area overnight travel at a rate of (\$52.00) dollars. In claims made for partial days, meal costs will be credited as follows when the employee is in travel status at the customary time of the meal:

Breakfast = \$12.00
Lunch = \$15.00
Dinner = \$25.00

For overnight travel outside of Idaho and the Spokane area the per diem rate used should coincide with the Per Diem rate found on the Federal Government, "General Services Administration" website at www.GSA.gov. for the City-city you are traveling to.

When receiving per diem it is not necessary to submit receipts. If meal costs exceed the maximum allowed per diem rate, receipts may be used to claim the actual amount of reasonable meal expenditures. The traveler must choose one method for daily claims, however, and may not combine per diem and receipted claims for any single day. Requests for per diem must be made prior to travel or you will need to use the receipt method.

D. Lodging

When making in-state reservations, ask for lowest available rates, specifically mentioning you are a local government employee on official business. At check-in, the employee should provide the hotel with the tax exemption from obtained from the City Clerk before departure.

Appendix C – City Vehicle Use Policy

Employees who operate a City vehicle shall always drive safely, legally and courteously, remembering that they are directly responsible for maintaining both City-owned property and public trust. Employees must follow the general guidelines below. Failure to do so may result in the vehicle being removed from their use and/or disciplinary action, up to and including termination. Each Department may have more specific procedures for operating City vehicles.

City vehicle use is restricted to City business unless additional personal use is authorized in writing or in the event of an emergency.

A. General Vehicle Operating Procedure

1. Only **City employees, volunteers**, or other persons designated by the City Administrator or Department Head may operate City vehicles. Service mechanics are allowed to operate the vehicle. In the event of an emergency, at the direction of the employee, a citizen may operate a City vehicle.
2. The use of **seat belts** is mandatory for both drivers and passengers in all City vehicles that are equipped with seat belts.
3. A **current vehicle operator's license** must be maintained. Evidence of renewal shall be presented to the employee's Department Head within five days of expiration. Should the employee's driver's license expire, be revoked or suspended, the employee shall immediately notify his or her supervisor immediately.
4. **Mechanical defects** must be reported on a timely basis to assist the City in maintaining safe vehicles. The vehicle should not be operated following the discovery of brake, steering, or other defects that may contribute to an accident. The condition should be reported to the Department Head.
5. Operation of a City vehicle under the influence of **alcohol or drugs** or carrying an open container of alcohol or any controlled substance is considered serious misconduct and will expose the employee to immediate termination. Exception - specific job functions such as transporting as trash or evidence.
6. Operators must **obey all traffic laws**. City vehicles must be operated in a safe and courteous manner, consistent with the State vehicle code. Employee's driving practices leave either a positive or **negative impression on the public**. Drivers should drive defensively at all times.
7. **Traffic violations** are the liability of the operator and may be subject to disciplinary action. If, while operating a City vehicle, the driver is stopped for a traffic violation, this fact must be reported immediately to the Department Head, regardless whether it was a verbal or written warning or citation.
8. It is the responsibility of the driver to determine when **road conditions** make driving unsafe or to avoid routes involving unsurfaced or dangerous roads.
9. Department Heads will communicate the **preventive maintenance** schedule to operators and assure that each vehicle within their department is inspected at least annually and its condition recorded. Operators are responsible to meet the schedule.
10. Employees of assigned vehicles must respond to all **emergency call-outs**. If not using a City vehicle, employees who are subject to emergency call-outs shall be compensated mileage from their home to their work station and back for actual miles driven at the current IRS rate.

Emergency call-outs shall not include any maintenance work that can be scheduled during regular duty hours.

11. Operators must assure that accident forms are carried in the vehicle at all times. The driver is responsible to determine when s/he is unfit to drive due to fatigue, illness or other issues which might cause or contribute to an accident.
12. **Personal use** of the City vehicle is prohibited, except where such use is of an incidental nature on the way to and from work.
13. Vehicles should not be parked where **public criticism** may be incurred.
14. Operators are responsible to assure that the **proper permits** and proof of insurance are carried in the vehicle.
15. Unauthorized repairs or conversions to the vehicle are not allowed.
16. Employees should **not**:
 - a. remove spare tires, wheels, jacks or lug wrenches from the vehicle.
 - b. remove installed equipment without supervisor approval.
 - c. use objects which damage the windshield to remove snow and ice.
 - d. place feet against the dash or cargo in such a way that damage may result.
 - e. use City vehicles to push/pull/jump start other vehicles unless the vehicle is equipped for such use or in an emergency situation.
17. Prior to operation of a City vehicle, the operator shall **inspect for obvious damage** that may have occurred while someone else operated the vehicle. If damage is observed, it shall be reported immediately to the Department Head.
18. The employee should **safeguard the vehicle** and ignition keys against theft or misuse by taking the following precautions: (the following does not apply to Police vehicles)
19. Remove the ignition key and carry it with you when the vehicle is parked.
20. Do not leave an unattended vehicle with the motor running only to operate air conditioning or heating equipment.

B. Driving City Vehicles To/From Work

City vehicles may be driven to/from work only under the following conditions:

1. Police vehicles may be driven to residences within the city limits by assigned employees of the Police Department at the direction of the Chief of Police.
2. The actual on-call water, sewer and street employees may drive an assigned vehicle to residences at the direction of the Director of Public Works.
3. Equipment, including graders, snowplows and loaders utilized for snow removal may be driven to residences within the city limits by employees at the direction of the Public Works Director to assist in the timely removal of snow.
4. Other City vehicles may be driven to/from work only if they reside inside city limits and with the approval of the City Administrator or Department Head.

C. City Vehicle Accident Procedure

In case of accident, the driver shall, if possible, first check on the safety and welfare of the persons

involved and seek immediate medical attention should it be required for themselves or others:

1. Stop the vehicle immediately and take steps to prevent another accident at the scene.
2. Call for emergency services if necessary. Notify the Rathdrum Police Department immediately if there appears to be damage to the City vehicle, an injury, or damage to private property.
3. Not make any statement regarding fault.
4. Have law enforcement complete an accident report at the scene. If conditions prevent this, make notes of the following:
 - a. Registration information and description of other vehicle(s).
 - b. Information on other driver(s), including name(s), operator license number(s) and expiration date(s).
 - c. Name and address of each person involved and extent of injury, if any.
 - d. Name and address of company insuring other vehicle(s).
 - e. General information such as location, time, weather, damage, etc.
 - f. Get the name and address of each witness. State your name, address, place of employment and name of supervisor. Upon request, show your operator's license and vehicle registration card.
5. As soon as possible, notify the supervisor. If driving a vehicle assigned to another department, notify that department also.
6. If the vehicle is unsafe to operate, have it towed to the City shop or other location as authorized.
7. If you are a Commercial Drivers License holder, follow the procedures for post accident testing if the accident qualifies.
8. Submit all information and a properly completed City Vehicle Accident Report to your supervisor within one working day if physically able.

Supervisors will notify the City Clerk of damage or injury to persons, property or vehicles (which occurred during operation of a vehicle) through Department Heads as soon as possible regardless of the amount of damage. Supervisors complete their portion of the report and provide the original of all reports to the City Clerk as well as provide information to their Department Heads. The City Clerk is responsible for notifying the City's insurance carrier and dealing with claims from private parties arising out of the accident. The City Clerk's office will forward a copy of all written reports and documents to the Police Department, Department head and others as appropriate for review.

The Police Department shall make a report of all City vehicle accidents, unless the accident involves a Police vehicle in which case it will be investigated by the Sheriff's Department or Idaho State Police. If neither is available, the Rathdrum Police will investigate.

D. City Vehicle Accident Review Board Procedure

Each vehicle accident which results in greater than \$1,500 in damage, and/or an injury, shall be reviewed by an accident review board. Department heads may request that a board be called under other circumstances.

The board will be convened by the City Clerk and shall include the City Clerk, a Department head (other than the involved employee's Department head), and a law enforcement officer trained in accident investigation (other than the officer making the report.)

Any documents to be considered by the board or names of potential witnesses must be received by the City Clerk at least one work day prior to the day of the board. The City Clerk will provide all Board members with copies. The Board will give the employee an opportunity to be heard and the Board may call additional witnesses or experts.

Following the review, the Board will make a report of findings and recommendations to the Department head with a copy to the City Administrator. The review board is to determine what occurred and what might be done to prevent future accidents. The report should address the issue of any probable cause and recommend any changes in equipment, training or procedures to enhance safety of operation.

E. Driving Record Review for Operators of City Vehicles

The state motor vehicle records shall be examined annually on all employees who may operate City equipment. By June 1 of each year, Department heads shall submit the names of those employees who may operate City vehicles to the Chief of Police. The list shall include the employee's full name, date of birth, and driver's license number. The Chief of Police shall report back to the Department head the names of any employees who have a suspended, invalid, or expired license. Individual inquiries may be made as needed.

Appendix D – Recognition Program

The City of Rathdrum establishes an Employee Recognition Program to recognize employee achievements and contributions in accomplishing the goals and objectives of the city, to stimulate originality and creativity of ideas, to promote outstanding performance and conduct; to enhance employee morale; and to promote a work environment where the innovation of an employee is acknowledged and encouraged in an appropriate and timely manner. Recognition may be initiated by individual department heads, following guidelines set forth in this appendix.

Employee Achievement Award:

a. Department heads will be responsible for developing specific criteria that will be based on overall department goals and objectives. Criteria should generally be geared towards achievements positively affecting increased productivity, individually initiated projects, team effort, enhanced public relations, etc.

b. Individual Department heads will determine the type of award based on comparability of achievements within specific departments, and availability of award money. It will be the responsibility of individual departments to fund specific awards. All awards require specific approval by the City Administrator and Mayor.

c. A Department head wishing to acknowledge an employee for an outstanding achievement or for performing a notable service for the City shall be authorized to use any of the following forms of recognition:

- Gift Certificates up to \$500 (Not redeemable for cash)
- Cash Award up to \$500 (Cash awards will always be given in the form of a check through Payroll Department)
- Movie Passes
- One Incentive Day Off (8 hours or 10 if that is the regular shift)
- Wall Plaque/Certificate
- Other appropriate incentives

d. Prior to presenting award to employee a department head will need to complete an Employee Recognition Form and forward it to the City Administrator for approval with the Mayor. The Payroll Office will need all approved Employee Recognition forms involving a cash award or day off two weeks prior to date requested.

Appendix ~~FE~~-Rathdrum Drug-Free Workplace Policy

Rathdrum Drug-Free Workplace Policy

Statement of Purpose:

To establish a Drug-Free Workplace for the safety and health of the City of Rathdrum's employees, customers and the general public; to increase employees' productivity and work quality; and protect the employees' right to be free of unreasonable search and seizure by the government.

Scope:

All employees are subject to the conditions and terms of this policy which are applicable to the category of employee in which they fall. This policy is complimentary to the provisions of Section A (1) and C(1) of the Rathdrum Personnel Policy Manual.

Policy:

In keeping with the City's objective to provide a safe and healthy work environment, it is this city's policy that:

1. The possession, sale, transfer, attempt to sell or use of prohibited drugs while on the job, on city time, on city and/or non-city property, where work is taking place, or in any other circumstances which might adversely affect City's operation or safety is strictly prohibited. Any illegal substance that is found in the possession of an employee or on the premises will be turned over to appropriate law enforcement agencies and may result in criminal prosecution.
2. Employees will not be permitted to work with a detectable level of prohibited drugs in their system. Prohibited drugs include both illegal and legal substances, including alcohol or prescription drugs that have not been specifically prescribed and/or used as prescribed by a licensed physician (or other appropriate healthcare professional) for specific treatment purposes of the employee at that time. Appropriate use of prescription drugs that may pose a significant risk or harm to anyone, as a result of the employee's inability to perform the essential functions of his or her job, must be reported by the employee to his or her supervisor.
3. The basis for determining "under the influence" and/or "detectable level" is, for the purposes of this policy, a positive test result for drugs and/or alcohol. A positive result for alcohol shall be an alcohol concentration of .02 or more for positions that require a commercial driver's license and .04 for all other positions.

4. All employees must report any drug, alcohol or traffic related citations/violations occurring on or off the city's premises while conducting city business. A report of a citation/violation must be made to the employee's supervisor within the same work period of receiving the citation.

Violations Of This Policy:

Any of the following situations shall be considered work-related misconduct and grounds for disciplinary action, up to and including termination:

1. A confirmed positive test for drugs and/or alcohol. For the purposes of the alcohol test, a positive result shall be .02 alcohol concentration or more for those in positions requiring a commercial driver's license and .04 for all other employees.
2. An employee's refusal to provide a sample or submit to testing.
3. An employee adulterates, substitutes or dilutes a sample.

Substance Testing:

To support the objectives of a Drug-Free Workplace, testing for drugs and/or alcohol may, unless otherwise prohibited by applicable law be done under the following circumstances:

Pre-Employment:

After a conditional offer of employment for a safety sensitive position has been extended to an applicant, he or she must test free of drugs and alcohol as a condition of employment. Safety-sensitive functions are those which require a commercial driver's license to perform and law enforcement functions that include involvement in drug interdiction and/or carrying a firearm. No applicant will be employed until a negative drug and/or alcohol test is reported to the City.

Post-Accident:

All employees that perform a safety-sensitive function and are involved in a motor vehicle accident while on duty will be required to submit to an alcohol test when the reportable motor vehicle accident involved either:

- (a) a human fatality, or

- (b) bodily injury with immediate medical treatment away from the scene, and a citation is issued to the employee within eight (8) hours of the occurrence, or
- (c) disabling damage to any motor vehicle requiring tow away and a citation is issued to the employee driver, in accordance with the requirements of 49 CFR Part 382.303, or
- (d) bodily injury or damage to any motor vehicle and there is reasonable suspicion that the employee was impaired at the time of the accident due to the consumption of alcohol.

All employees that perform a safety-sensitive function and are involved in a motor vehicle accident while on duty will be required to submit to a controlled substance test when the reportable motor vehicle accident involved either:

- (a) a human fatality, or
- (b) bodily injury with immediate medical treatment away from the scene, and a citation is issued to the employee within thirty two (32) hours of the occurrence, or
- (c) disabling damage to any motor vehicle requiring tow away and a citation is issued to the employee driver, in accordance with the requirements of 49 CFR Part 382.303, or
- (d) bodily injury or damage to any motor vehicle and there is reasonable suspicion that the employee was impaired at the time of the accident due to the consumption of controlled substances.

Testing must occur and be completed as soon as practicable in accordance with the requirements of 49 CFR Part 382.303.

All other employees will be required to submit to a drug and/or alcohol test upon reasonable suspicion that the accident is the result of the employee's impairment due to consumption of alcohol or drugs.

A driver subject to post-accident testing must remain available for testing. If the driver does not remain available, this action is considered refusal to submit to testing. A driver will be considered available for testing if he or she leaves the accident scene for verifiable medical treatment of anyone involved in the accident.

Reasonable Suspicion:

Any employee will be required to submit to a drug and/or alcohol test when a supervisor has reasonable suspicion to believe that an employee is under the influence of drugs and/or alcohol. These beliefs will be based upon specific physical behavior or performance indicators. The employer's determination that reasonable suspicion exists to require the driver to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic use and withdrawal effects of controlled substances. Examples of behaviors that may be the basis for reasonable suspicion include, but are not limited to:

- Impairment of an employee's faculties.
- Odor of alcohol on the breath.
- Slurred, rapid or incoherent speech.
- Inability to perform routine tasks.
- Unexplained absence from work.
- Inappropriate isolation from co-workers.
- Bloodshot eyes and/or alteration in papillary status.
- Continual sniffing in the absence of cold symptoms.
- Extreme changes in energy and/or personality
- Unsteady gait.
- Appearance of drug activity (possession, sale).

The employee will be taken to the collection site and not be allowed to drive after the test.

Random:

The City may require employees that perform safety-sensitive functions to submit to a drug and/or alcohol test on a random basis. These random tests will be conducted by selecting employees by chance and consistent with the requirements of the 49 CFR 382.305. Random selection of employees will be done using a technique that satisfies applicable law. All employees selected by chance will report to a designated collection site immediately when notified that they were selected for a random drug and/or alcohol test.

Return-To-Duty/Follow-Up:

As designated under "Return-to-Work" section later in this policy.

Right Not To Be Tested:

An employee that is subject to random testing does have the right to refuse to be tested or have personal property searched. However, refusal to submit to a search or a physical test is grounds for disciplinary action up to and including termination.

Testing Procedures:

1. A third-party administrator will be used for City Drug-Free Workplace program.
2. All sample collection, record keeping, educational/training elements, reporting and testing for drugs and alcohol shall be in accordance with applicable law.
3. All sample collection activity and drug/alcohol cut-off levels will be consistent with requirements established by the Department of Health and Human Services and the Substance Abuse and Mental Health Services Administration or the Department of Health and Humans Services to assure the validity, confidentiality and security of the samples and test results.
4. The third-party administrator will designate a Medical Review Officer (MRO), or designee, to interpret, evaluate and monitor the drug testing program and results.
5. The City and/or physician shall determine the drug testing technique (e.g., urine sample, breath sample) to be administered for the types of tests listed above.
6. All individuals who are required to be tested under the conditions of this policy will report to the City's designated collection site at the requested time.
7. If the test or retest is negative, the MRO or designee reviews the chain of custody form for completeness and accuracy, and then the results are reported to the City.
8. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques to ensure reliability and accuracy.

Employee Rights And Obligations:

1. The City shall pay for the costs of initial drug and/or alcohol tests pursuant to this policy.
2. Any time spent by an employee for drug testing shall be considered work time. Job applicants/prospective employees shall not be paid for any time spent for drug and/or alcohol testing.
3. The City shall receive a confirmatory test on all positive results before any type of disciplinary action or termination occurs.
4. If an employee or prospective employee tests positive for drugs or alcohol:

- a. Prior to notification of the City, the Medical Review Officer shall contact the employee so that he or she may discuss and explain the positive drug test result. It is the employee's obligation to be available to the MRO so the situation can be discussed.
 - b. The City will inform the employee, in writing, of the positive test and the substance for which the employee tested positive.
 - c. The employee may request additional testing of the same sample at a mutually agreed-upon laboratory. The employee shall bear the cost of any additional testing. The employee must request in writing such retesting within seven (7) working days from the date of the positive test notification.
5. If the retest is negative, the City may:
- a. Reimburse the employee the cost of the retest.
 - b. Compensate the employee for any time suspended without pay.
 - c. Reinstate the employee with back pay if the employee was terminated **solely** for the positive test result that is later determined to be negative.
6. Return-to-Work: The City has the option of disciplinary action up to and including termination for a positive test for drugs and/or alcohol. When disciplinary action other than termination has been chosen as an option, the employee may return to duty when the following conditions (which may be at the employee's expense) are met:
- a. The employee shall be subject to an evaluation by a substance abuse professional (SAP)/Employee Assistance Program (EAP) who shall determine what assistance and/or education, if any, the employee needs in resolving problems associated with misuse of alcohol and/or drug use.
 - b. The employee shall undergo a return-to-duty test with a verified negative result. The test shall be performed at the employer's designated collection site, no more than twenty-four (24) hours prior to the employee's return to work.
 - c. Any employee identified as needing assistance in resolving problems associated with alcohol misuse and/or drug use:
 - i. May be required to follow a rehabilitation program prescribed for resolving problems associated with alcohol misuse and/or drug use, and

- ii. May be subject to unannounced follow-up alcohol and/or drug testing. The number and frequency of such testing shall consist of at least six (6) tests in the first 12 months, and
- iii. Provide a signed agreement stipulating his or her commitment to the outlined recommendations and/or testing.

City's Rights And Obligations:

1. All current and prospective employees will be fully informed of the City's Drug-Free Workplace Policy and procedures prior to any testing being administered. All employees, both current and prospective, will be provided with a copy of this policy and indicate by their signature that they agree to adhere to this policy. No current or prospective employee shall be tested until this information is provided to him or her.
2. Upon receipt of a confirmed positive test for drugs and/or alcohol or refusal to submit to a test, the City may use such test or conduct as a basis for disciplinary action, up to and including termination, or the City may rescind the conditional offer of employment to a prospective employee.
3. The City may suspend an employee with or without pay at the time a reasonable suspicion test is conducted and/or upon receipt of a confirmed positive test for drugs and/or alcohol.
4. The City will not permit an employee to operate a motor vehicle or to perform a safety-sensitive job function upon receipt of a confirmed positive drug and/or alcohol test.
5. Upon receipt of a confirmed positive test for drugs and/or alcohol, the City may require that the current employee utilize the return-to-work procedure as outlined above as a condition of continued employment or reinstatement.
6. The City intends to maintain all test results in a confidential manner and to make the results available to other parties only upon specific written consent of the individual tested.
7. This policy shall not in any way create a physician-patient relationship with the City and prospective or current employees.
8. If an employee tests positive for drugs or alcohol, such employee shall not be considered disabled by virtue of the test results alone.

The City recognizes drug and alcohol dependency as a serious problem. It is also a health, safety and security threat to the business. Employees who need help in overcoming such dependency

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are encouraged to contact their supervisor and available alcohol and drug abuse resources within the community, or the city's Employee Assistance Program. The City will maintain a list of resources available to assist an employee who may wish to seek assistance.

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Appendix ~~G~~F – Rathdrum Sick Bank Policy

A. PURPOSE

The purpose of the Sick Leave Bank shall be to provide employees who qualify for membership in the bank with additional sick leave days needed to recover from a temporary non-occupational illness/disability, or to recover from an extraordinary post-delivery illness/disability, resulting from pregnancy/delivery which requires an absence of more than eight (8) weeks. This extraordinary pregnancy inclusion shall not be construed to cover an absence due to general delivery or uncomplicated cesarean section. The Bank shall not be used as a reserve for time lost due to short-term illness/accident of less than ten (10) working days; for time lost due to illness in the family; for bereavement; for occupational illness/disability; for any purpose other than the personal illness of the employee.

B. ADMINISTRATION

The Sick Leave Bank shall be governed by the Mayor and City Administrator and be administered by the Sick Leave Council in conformance with the regulations set forth in this policy. The Sick Leave Council shall be composed of three volunteer members consisting of one (1) Department Head and two (2) employees.

The Sick Leave Council members will be appointed by the Mayor and/or City Administrator.

The Sick Leave Council will elect a chairperson. The Sick Leave Council shall annually review and/or revise this policy. Any changes, additions, or deletions to the Sick Leave Bank Policy shall be approved by the Mayor and City Administrator.

Policy changes will be adopted with the review of the City of Rathdrum's Personnel Policy Manual.

C. ELIGIBILITY OF MEMBERSHIP

Membership in the Sick Leave Bank shall be extended to any employee of city who has donated two (2) days of ~~personal sick leave~~PTO at the formation of the Sick Leave Bank.

Thereafter, membership shall be extended as follows:

1. Membership in the Sick Leave Bank will be extended to new employees within thirty (30) calendar days after initial employment by City of Rathdrum and upon the donation of two (2) days of ~~sick leave~~PTO within six months of employment.
2. Open enrollment in the Sick Leave Bank will be extended to any employee, who has previously waived enrollment and is currently accruing benefits, in the month of ~~June-September~~ each year. Eligibility for Bank benefits will be effective ~~July-October~~ 1st of that same year.

The enrollment form, a copy attached and incorporated herein, authorizing the transfer of a ~~personal sick leave~~PTO day to the Bank fund must be signed and returned to the City Clerk before the employee becomes a member of the Sick Leave Bank.

D. MEMBERSHIP

Employees who donate two (2) days of accumulated ~~personal sick leave~~PTO to the Sick Leave Bank upon formation of the Bank or during the enrollment period, as specified in Section C, shall be members of the Bank and eligible for its benefits. A list of current Sick Leave Bank members shall be published by the Clerk and given to the Sick Leave Council upon request. This list shall be considered the official Membership Role.

E. DONATION

Donations to the Sick Leave Bank shall conform to the following regulations:

1. An employee donating two (2) days of accumulated ~~personal sick leave~~PTO at the formation of the Sick Leave Bank, during open enrollment period, or within sixty (60) days of initial employment with City of Rathdrum shall be a current member and shall continue as a current member until it is necessary to call for a special assessment.
2. Days donated to the Bank shall be non-returnable to the donor as ~~personal sick leave~~PTO in the event of termination of Bank membership or separation from City of Rathdrum.

F. MAXIMUM CAPACITY

The Sick Leave Bank shall accumulate unused Bank ~~days-hours~~ from year to year to a maximum capacity which shall not exceed ~~800 hours~~double the number of the members on the official Membership Role as defined in Section C and D.

G. SPECIAL ASSESSMENT

11/4/2016~~10/14/2016~~

1. If the Bank's accumulated unused days drops to one-half (1/2) the Bank's currently enrolled members, the Clerk will notify the Sick Leave Council that a special assessment, consisting of one (1) ~~personal sick leave~~PTO day per current member, needs to be made. The Sick Leave Council will then distribute and collect donation forms. Upon return of the donation forms, the Clerk will deduct the ~~sick leave~~PTO day from the donor's personal account.
2. An employee may donate only one (1) day and the special assessment shall be for only one (1) day. Any current member not donating a day to the special assessment shall be dropped from the Sick Leave Bank. Current members who have no accumulated ~~personal sick leave~~PTO shall continue as current members without penalty, but upon accumulating one (1) day of ~~personal sick leave~~PTO, that day will be transferred to the Sick Leave Bank.
3. Special Assessment Processing
 - a. Special assessment forms will be distributed to each department supervisor.
 - b. Department supervisors will distribute assessment forms to bank members and insure that each is returned to the Clerk by the date required.
 - c. Bank members who are on ~~sick leave or vacation~~PTO will be given an additional five (5) days from the required date or the date of return, whichever is later, to submit their forms to the Clerk.
 - d. All bank members will be required to return a signed Special Assessment form within the allotted time. Any member who fails to return this form on time will automatically be DROPPED FROM BANK MEMBERSHIP.

H. MAXIMUM WITHDRAWAL

The maximum number of hours that shall be approved for 40 hours at one time and the withdrawal shall not exceed the Bank's total available hours.

I. EMPLOYEE USE OF THE SICK LEAVE BANK

Members of the Sick Leave Bank shall conform to the following regulations when requesting the use of Bank days:

1. To qualify for Sick Leave Bank usage an employee must first satisfy the

following three (3) requirements:

- a. Time lost due to illness/disability must exceed ~~ten-five (105)~~ days.
- b. All ~~accrued personal sick leave and all~~ but 40 hours of accrued ~~vacation-PTO~~ must be exhausted.
- c. Members will be allowed application for a preexisting illness/disability one year after the date of enrollment in the Sick Leave Bank.

The transfer of Sick Leave Bank hours will occur ~~beginning on eleventh (11th) day following the onset of the illness/disability or~~ upon the exhaustion of ~~all accumulated personal sick leave and all comp time and all~~ but 40 hours of accrued ~~vacation-PTO, whichever occurs last.~~

2. The employee, or family member when the employee is physically incapable, shall secure a written statement of illness from the employee's physician to protect the Sick Leave Bank and City of Rathdrum from malingering and false claims of illness. Said statement shall include: verification of the illness/disability; date of onset of illness/disability; projected recovery period; estimated date of return to work, and next scheduled visit with doctor. An update must be given to the employee's supervisor in intervals of thirty (30) calendar days; the supervisor will then forward the updated information to the Sick Leave Council within five (5) working days.
3. The physician's statement must be attached to the "EMPLOYEE APPLICATION TO THE SICK LEAVE BANK", a copy attached and incorporated herein, and given to the employee's supervisor. The supervisor shall complete the remainder of the application, obtain the required verification from the Clerk, make a recommendation, and submit the completed application and physician's statement to the Sick Leave Council Chairman (or Sick Leave Council Secretary in the Chairman's absence) within five (5) working days.
4. The Sick Leave Council shall forward the two (2) documents and a recommendation to approve or disapprove the employee request to the ~~Mayor and/or City Administrator~~Council within three (3) working days of receipt of the completed application described above.
5. The ~~Mayor and/or City Administrator~~City Council shall forward its final decision of approval or disapproval of the request to the Clerk, the employee, the employee's supervisor, and the Sick Leave Bank Council within five (5) working days of receipt of the Sick Leave Bank Council's recommendation.

6. If the employee's request is approved, transfer of the approved number of days from the Sick Leave Bank to the employee shall be made, as used during the pay period.

Any ~~personal sick leave~~ PTO hours accrued by an employee, while being compensated through the Sick Leave Bank, shall be used in the next pay period prior to the transfer of any additional Sick Leave Bank hours.

If an employee's request is denied, the employee does have the option to apply for the Short-Term Disability Program.

7. If a member has been denied hours, the member has the right to appeal. The following steps must be taken:
 - a. The member must, within five (5) ~~—~~ working days of the date of denial submit a written request to the ~~City Council~~ Mayor and/or City Administrator for review.
 - b. At their earliest convenience, or within ten (10) working days, ~~the Mayor and City Administrator~~ a quorum of the City Council, the member or member's representative, and chairperson of the Sick Leave Bank Council or a designated Council member will meet and review the request. The ~~Mayor and City Administrator~~ City Council will make the final decision to approve or deny within five (5) working days.
8. The maximum number of Sick Leave Bank days available to an employee is the equivalent of thirty-five (35) working days which is: for an employee working a 35-hour week, a maximum of 245 Sick Leave Bank hours; for an employee working a 40-hour week, a maximum of 280 Sick Leave Bank hours,
9. The continued illness/disability of an employee may be considered by the Long-Term Disability Program upon the usage of the employee's accrued personal sick leave, up to thirty-five (35) working days from the Sick Leave Bank, and usage of Short-Term Disability if necessary to meet the 180 calendar day elimination period to qualify for Long-Term Disability.

**ACKNOWLEDGMENT OF RECEIPT OF NEW CITY OF RATHDRUM
PERSONNEL POLICY MANUAL**

I, _____ acknowledge receipt of the new Personnel Policy Manual, dated _____.

I understand that I have fifteen (15) days to read and review this document and that I may provide input to the City of Rathdrum on the same.

I understand that this manual is not a contract and cannot create a contract.

I understand that I am obligated to perform my duties of employment in conformance with the provisions of the new City of Rathdrum Personnel Policy Manual and any additional rules, regulations, policies or procedures imposed by the department in which I work whether or not I choose to read the new Manual.

DATED this _____ day of _____, 20__.

City of Rathdrum Employee

I, _____, provided a copy of the new City of Rathdrum Personnel Manual.

(Name-Title-Department)

to _____, this _____ day of _____, 20__.

(Name - Title - Department)

STAFF REPORT
October 2016
Finance & Administration



CURRENT ACTIVITY

1. New Utility Accounts – 49 – Closed - 43
 2. Cemetery – Burials - 1
 3. Normal Monthly Activity (Utility Bills/Customer Service/Payables/Payroll/General Ledger)
 4. Monthly SWT Reporting
 5. Monthly Financial Statements
 6. Monthly Bank Reconciliation
 7. Department Head Credit Card Reconciliation
 8. Website & Facebook updates
 9. Reconcile Cities Fixed Assets
 10. Council meeting preparation
 11. Begin FY15-16 Audit Process
 12. Reconciliation of ICRMP Claims
 13. Reconciliation of State Insurance Fund Claims
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RATHDRUM PARKS, RECREATION, & CEMETERY DEPARTMENT
City Council
November 2016 Staff Report

Administrative Report

Approval of Part-Time Parks and Recreation Assistant:

In your packet you will have the job description for a Part-Time Parks and Recreation Assistant. This is a new position and this employee will assist our recreation staff with inside and outside duties and will also assist parks staff when needed. Tonight we are asking for your approval of the job description that you have in your packet.

Recreation Programs

- Rathdrum Parks & Recreation fall basketball season has official begun. Saturday, October 29th our K-1st grade basketball camp began. This is a program that has been taking place for years. We run this program with the help of the Lakeland High School Basketball teams. The first two Saturdays the girls team runs the camp and the last two weeks the boys team manages it. The first week went well with all but 5 participants showing up. We have a total of 56 registrants, 33 are residents and 23 are non-residents. On November 5th, was the beginning will begin our 2nd grade basketball league and our 3rd-4th grade league. We changed our 2nd grade league from a 5v5 league to a 3v3 league, in hopes to encourage skill development. 2nd grade has a total of 35 registrants, 21 residents and 14 non-residents. Our 3rd – 4th grade basketball league is separated into boys and girls. We have 4 boys teams, with a total of 40 registrants, 21 residents and 19 non-residents. We have 3 girls teams with a total of 30 registrants, 17 residents and 13 non-residents. Games will continue until December 16th.

Community Events

- We had our first annual Trunk R' Treat Halloween Festival on Saturday October 29th on from 4 PM to 7:30 PM on Main Street. We had 53 vehicles that participated in the event and we had an estimated 1,000-1500 people in attendance. The event was considered to be a huge success and we have gotten a lot of positive feedback from families and businesses that attended. We will encourage participants to bring additional candy for next years event and we are also looking to either expand the event further down Main Street or look for another location.
- The Veterans Recognition Ceremony is scheduled for this Sunday November 13th at the Lakeland High School. All local World War II veterans will be specially honored but all Veterans are welcome to attend the event. The event will start at 2:30 PM in the commons area. The City of Rathdrum along with the American Legion and the Northwest Guardian Riders are coordinating the event.

Park Activities

- The concrete stage and the slab for the lookout area have been poured and completed in the N.E. corner of Majestic Park. We also have started seeing grass seed germinate and it has started growing. It is our hope that the public will be able to use this area by June or July of 2017.
- With the work at Majestic Park starting to wind down staff will begin to focus on getting the tot-lot playground built and completed. The sod has been removed and the area has been prepped for construction.

- Irrigation Blowouts and the winterizing of bathrooms have completed.

Cemetery

- Staff has been keeping up with the general maintenance at the cemetery. The Cemetery Commission will meet on Wednesday, November 23.

Parks and Recreation Commission

- The Parks and Recreation Commission will meet on Tuesday, November 22.

Memo

To: Mayor and Council
From: Chief Tomi Mclean
CC: Administrator Leon Duce, Treasurer Melissa Taylor
Date: October 31, 2016
Re: Vehicle Purchase

As approved through our budget process, the police department requested to purchase three new patrol cars to replace three existing patrol cars.

At this time I am asking for authorization to purchase three Ford Explorer Utility vehicles that will be assigned to patrol. The new vehicles will replace a 2006, 2007 and 2008 Chevrolet Impala.

The vehicles that I would like to purchase are 2017 Ford Explorer Utility patrol cars. The purchase price per vehicle is \$27,986.00 for a total price of \$83,958.00. I have budgeted \$82,500.00 for new vehicles so I am slightly over budget which I will take out of another line item.

I am requesting this purchase at this time due to the fact that the vehicles will not be delivered for approximately 14 to 16 weeks.



PUBLIC WORK'S STAFF REPORT

Public Works Department

November 1, 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 prior to the start of their work. 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). We've received conflicting information from BNSF regarding their intended construction start date on the 2nd set of tracks. Most recently, we've overheard that BNSF's project will not take place until 2018.
- c. **New Water Production Well:** O'Keefe Drilling was awarded the bid for the new 24" water production well. In October 2016, we secured the donation of the 1-acre well site. Upon securing the 1-acre well site parcel, we submitted a water rights transfer application which will add this new point of diversion. Until the water-rights transfer application is processed, we don't believe that O'Keefe Drilling can obtain a water drilling permit. Thus, the start date is in limbo. Due to scheduling and weather limitations, O'Keefe Drilling won't likely begin the well drilling until March '17.

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 also completed the preparation of the capital improvement program (to correspond with the deficiencies in the model) and provided us with detailed scope of work and cost estimates. We hope to have the report finalized by the end of 2016.
- b. **2016 Street Rehabilitation Program:**
The Rathdrum City Council awarded a construction contract to Interstate Concrete & Asphalt on June 8, 2016. Interstate is nearly complete with the street rehabilitation work. The remaining work pertains to miscellaneous site clean-up, installation of pavement markings (weather limitations) and the 2 concrete collars for the Main Street trees.

- c. **Flashing Pedestrian School Zone Signs:** The 5 sets of RRFB Solar-Powered Flashing School-Zone Crosswalk signs have been installed. All signs are functional. The crosswalk striping work was completed last week. We are in the process of gathering paperwork and timesheets so that we can seek reimbursement.
- d. **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. We held our most recent committee meeting on R10.27.16. We are scheduling a final committee meeting (R11.10.16) so that the Parks Department can present their Parks Master Plan and Parks Impact Fees.
- e. **Barrett Road Improvements:** We awarded a contract to BCR Land Services. We have secured a right-of-way permit from the Post Falls Highway District. We provided them with Notice to Proceed on 11.1.16. We've extended the contract completion date until March 2017.

2. Site Plans/Subdivision Development

- a. **Rathdrum Bible Church Addition:** Construction ongoing.
- b. **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.
- c. **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.
- d. **NIC:** Construction of the site is substantially complete with the project engineer's initial punchlist being addressed by the contractor. Staff has a Site Improvement Agreement for Provisional C of O prepared for the project sponsor.
- e. **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). The Amended Development Agreement has been executed. Construction drawings were approved on 5/12/16 and construction is underway. Final Plat application was submitted and deemed complete on 10/28/16. Staff is currently in the process of reviewing the application.
- f. **Eagle Automotive:** The Applicant picked up the permit and construction is underway.
- g. **NKWS:** The Applicant picked up the permit and construction is underway.
- h. **North Ranch at Corbin Crossing 2nd Addition:** Construction drawings have been submitted on 9.2.16 and review comments sent to the engineer.
- i. **WG Property, LLC:** 10/28/16 a pre-construction meeting was held and construction is underway.
- j. **North Ranch Corbin Crossing, 5th Addition:** Construction drawings have been submitted on 10.13.16 and review by staff is underway.

City of Rathdrum
8047 W Main St
Rathdrum, ID 83858



Phone # (208) 687-0261
Fax # (208) 687-1818

Application for Appointed Positions

Name: Vincent Massey

Residence Address: 13841 pristine cir. Rathdrum, Idaho 83858

Mailing Address: 13841 pristine cir. Rathdrum, Idaho 83858

Home Phone: 509-590-5348 Work Phone: 509-495-2349

Current Employer: Avista Utilities

Positions: Electric Meter Technician

I would be willing to serve in the following appointed position(s):

Check all that apply:

- City Council
- Parks & Recreation
- Planning & Zoning

Resident of the City of Rathdrum: 5 Years Resident of Kootenai County: 8 Years

Current Government or Associated Government Positions you hold or have held:

N/A

List all Current or Past Rathdrum Community Involvement (i.e., Food Bank, Chamber of Commerce):

Parks and Recreation Coach for multiple sports

What direction or experience would you be able to contribute to this board?

I have served as Safety Chair at work for two years. I attend planning meetings regularly to effect change in safety culture. I also have a BS in Business Administration from Lewis Clark State.

Do you anticipate any conflict of interest in any findings which you might be required to make as a member of this board?

I do not anticipate any conflicts in any findings which I may be required to make as a member of this board.

Why do you want to be considered for this board placement?

I would like to be considered for this board placement because I have a passion for our Parks and Recreation. I want to help in building great programs and community events that will help the people of Rathdrum build lasting relationships.

(If more space is needed, attach an additional page(s))

This application will be held for one year:

Signature: 

Printed Name: Vincent Massey

Date: 11/3/16