



Rathdrum

City Council Agenda

October 14, 2015
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) Special Council Minutes of August 5, 2015
 - B) Regular Council Minutes of September 9, 2015
 - C) Special Council Minutes of September 11, 2015
 - D) Regular and Special Bills as presented
 - E) Decline of ICRMP Terrorism Coverage
 - F) Engagement Letter for Anderson Brothers, LLC. Audit Services
 - G) Approval of Application to the Employee Sick Bank
 - H) Consideration of Supplemental Agreement #1 with David Evans & Associates for Rathdrum Transportation Master Plan
 - I) Approval of New Copier Lease Agreement- Police Department
- 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

- A) Proposed Increase to Sewer Fees & Approval of Resolution
- B) Sign Code Amendment

9) OLD BUSINESS

- A) Amendment to the Rathdrum Mountain Consultant Agreement

10) NEW BUSINESS

- A) Consideration of Professional Services Agreement for New Potable Water Production Well
- B) Idaho Transparent and Ethical Government Act Ordinance
- C) Final Plat Approval for North Ranch at Corbin Crossing, 3rd Addition
- D) Final Plat Approval for North Ranch at Corbin Crossing, 4th Addition
- E) Approval of Sign Code Ordinance
- F) Discussion and Approval of Council Chambers Sounds System Bid

11) CITY ADMINISTRATOR REPORT/CALENDARING

12) MAYOR'S REPORT/APPOINTMENTS

- A) Breast Cancer Awareness Month Proclamation
- B) Support our Veterans Proclamation
- C) Appointments to Rathdrum Mountain Steering Committee to develop a plan for management, security and access of Rathdrum Mountain.

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.

Memo

To: Mayor and City Council
From: Brett Boyer, City Administrator
Date: 10/9/2015
Re: Council Agenda Notes

Executive Summary of Agenda

5. Consent Agenda

- A. Special Council Meeting Minutes of August 5, 2015—For your review.
- B. Regular Council Meeting Minutes of September 9, 2015—For your Review
- C. Special Council Minutes of September 11, 2015-For your Review
- D. Regular and Special Bills as presented—For your review.
- E. Decline of ICRMP Terrorism Coverage—We are asked this each year. For the cost, our benefits representative recommends declining coverage. It requires official action.
- F. Engagement Letter for Anderson Brothers, LLC. Audit Services—The end of our fiscal year has passed and we are ready to begin the audit process again. It seems like an never ending process nevertheless it is upon us again. The cost for the audit is \$13,350.
- G. Approval of Application to the Employee Sick Bank—We have a request to use the sick bank as submitted. Again caution on asking any particular questions concerning the reason so as not to violate any HIPPA regulations.
- H. Consideration of Supplemental Agreement #1 with David Evans & Associates for Rathdrum Transportation Master Plan—Kevin has requested the help to do estimates for the projects and put the report together. The cost is for \$32,000 to be taken out of impact fee monies. See memo.
- I. Copier Lease—The Police Dept. is changing their lease agreement for their copier. The amount per month for the lease is \$15 less than the prior lease at \$216 per month.

6. Ceremonies and Report—None

8. Public Hearings—

A.) Proposed Increase to Sewer Fees and approval of resolution—The city did not increase its' portion of the sewer fees but per the five year plan that was given to the city we need to increase our fees to the following:

Sewer Base fee (6,000 gallons) \$51.50
Sewer flow rate per 1,000 gallons over 6,000 gallons per month \$ 8.58

(Currently-\$48.80 and \$8.10 respectively)

Not part of the Hearing but part of the resolution is that we also need to increase the connection fee rate to: \$8,173.

B.) Sign Code Amendment—Some suggested changes to our sign code have been proposed. They have been reviewed by the P&Z with a positive recommendation. They modify definitions and change the commercial and industrial signage. See packet of information with outline of changes.

9. Old Business—A. Attached is an amendment to the agreement for services by JUB and Landmark Archt. I believe we primarily need Jon as the park design person. The amounts that are there can be modified to the parts that you feel we should use. Using Tasks 1-6 in some form make some sense.

10. New Business

A) Consideration of Professional Services Agreement for New Potable Water Production Well—See agreement. This is an agreement with Welch Comer to move forward with the design of the new water well in the South West area. We have a location that Don Aristadt had agreed to (paperwork needs to be put together for this exchange). The amount of the contract is for \$87,400.

B) Idaho Transparent and Ethical Government Act Ordinance-This is just a housekeeping change in numbering item. See Information

C) Final Plan Approval for North Ranch at Corbin Crossing, 3rd Addition—The final plat has been reviewed and is ready for approval. If your motion is for approval the item should be approved with the contingency that the surety is in place.

D.) Final Plan Approval for North Ranch at Corbin Crossing, 4th Addition—The final plat has been reviewed and is ready for approval. If your motion is for approval with the contingency that the surety is in place.

E.) Approval of Sign Code Ordinance—See hearing above and information in packet—This is where the ordinance portion can be approved.

F.) Approval of Council Chambers Sounds System Bid—We received a bid for over \$7K to do a nice system. I have asked him to give us a re-bid with what we could get for around \$5K. From the bid I believe we can cut down on speakers and some of the microphones but would like to get his recommendation. The new system would be top of the line with condenser mics and would fix the issue. I am hoping to hear from him before and will give you a more definitive recommendation at the meeting.

11. City Administrator Report/Calendaring

12. Mayor's Report/Appointments

A.) Proclamation for Breast Cancer Awareness month—Mayor has the proclamation

B.) Support our Veterans Proclamation—Similar to last years in support of Veterans.

C.) Appointments to Rathdrum Mountain Steering Committee for future planning to open, manage and maintain the Rathdrum Mountain Recreation Area.—Tentative list for your consideration

Staff—Lance Bridges, Brett Boyer, Kevin Jump, Kevin Fuhr

Others--Deesa Stein—Friends of Rathdrum Mountain and Parks and Rec. Committee

Scott Thompson—Stem Charter

Kathy Robson-Citizen

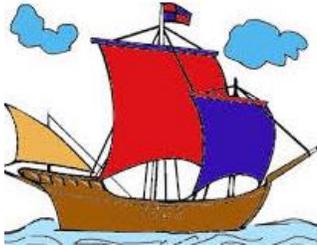
Shanie Rountree-Chamber

School District-Waiting to hear which one--Brad M. or Lisa S.

There may be more at the meeting for your consideration.

13. Council Reports

14. Adjourn



CALENDAR

October– 2015



Oct 12	HOLIDAY	<i>Columbus Day- City offices Closed</i>
Oct 14	6:00 pm	Council Meeting
Oct 15	12:00 pm	Chamber Luncheon
Oct 21	6:00 pm	Planning & Zoning Commission
Oct 27	8:00 am	KCATT
Oct 27	5:00 pm	Parks & Recreation Commission
Oct 28	5:00 pm	Cemetery Board
Nov 3	7:00 am	Jobs Plus Meeting
Nov 3	8-5	Election Day
Nov 4	5:00 pm	Gem Committee
Nov 7	5:30 pm	Annual Chamber Awards Dinner
Nov 8	3:30 pm	Veterans Day Ceremony
Nov 8	10:30 am	Senior Center Meeting
Nov 11	HOLIDAY	<i>Veterans Day- City offices Closed</i>
Nov 12	10:30 am	Senior Center Meeting
Nov 12	1:30 pm	KMPO
Nov 12	6:00 pm	Council Meeting



" I'm so glad I live in a world where there are Octobers."
L.M. Montgomery



Rathdrum

Special City Council Agenda

August 5, 2015
5:00 p.m.

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



WELCOME-PLEASE TURN OFF CELL PHONES- Thank You.

1) CALL THE MEETING TO ORDER

Meeting called to order by Mayor Holmes at 5:00 p.m.

2) ROLL CALL

PRESENT: Councilor Holmes, Councilor Laws, Councilor Worthen, Councilor Meckel and Mayor Holmes.
ABSENT: Public Works Director Jump
STAFF: City Administrator Boyer, City Clerk/Treasurer Taylor, City Planner Armes, Police Chief Fuhr, Parks & Recreation Director Bridges and City Attorney Cafferty.

Councilor Holmes made a MOTION to enter into executive session pursuant to I.C. 74-206 (1) (C) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency. Motion seconded by Councilor Laws.

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

Motion Passed by majority

3) EXECUTIVE SESSION: I.C. 74-206 (1) (C) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a

public agency;

Councilor Meckel made a MOTION to leave executive session. Motion seconded by Councilor Holmes.

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

Motion Passed by majority.

4) AUTHORIZATION OF PURCHASE/SALE AGREEMENT FOR REAL PROPERTY.

City Administrator Boyer gave a short overview of the terms stating that the agreement has been sent out and we are waiting for the signed copy back. He is asking Council to approve a \$5,000.00 check for earnest money to be paid directly to North Idaho Title Company.

Councilor Laws made a MOTION to move forward with the purchasing process and allow the Mayor to sign the purchase/sale agreement for real property and issue a check for \$5,000 earnest money payable to North Idaho Title. Motion seconded by Councilor Holmes.

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

Motion Passed by majority.

5) ADJOURN

Meeting adjourned at 5:22 p.m.

Vic Holmes, Mayor

Attest:

Melissa Taylor, City Clerk/Treasurer

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



Rathdrum

City Council Minutes

September 9, 2015
6:00 p.m.

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



WELCOME-PLEASE TURN OFF CELL PHONES- Thank You.

1) CALL THE MEETING TO ORDER

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

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

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

ABSENT: None

STAFF: City Administrator Boyer, City Engineer/Public Works Director Jump, City Clerk/Treasurer Taylor, City Planner Armes, Parks & Recreation Director Bridges, Police Chief Fuhr and City Attorney Cafferty.

4) AMENDMENTS TO THE AGENDA

5) CONSENT CALENDAR APPROVAL

- A) Special Council Minutes of August 11, 2015
- B) Special Council Minutes of August 19, 2015
- C) Regular and Special Bills as presented
- D) Post Falls Prosecution Services Agreement

City Administrator Boyer 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 Holmes Councilor Laws Councilor Worthen Councilor Meckel
NAYES:	None
ABSENT:	None

Motion Passed by majority.

6) CEREMONIES AND REPORTS

Parks & Recreation Director Bridges introduced Mickael Stevens who has been hired as the new Recreation Supervisor.

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) Report on Rathdrum Mountain Public Engagement Process and Council Discussion and Direction

City Administrator Boyer gave an introduction of the process that the City has gone through to by hiring a consulting firm to gather information from our citizens as well as compile that information and summarize into a report for Council. City Administrator Boyer then introduced our Consultant Brad Marshall from JUB. Brad Marshall gave an overview of the team consisting of staff from JUB, the Landon Group (subsidiary of JUB, Elizabeth Spaulding), Landmark Architect’s (John Mueller) and the University of Idaho (Brian Ellison & Juliet Carlisle). Mr. Marshall stated that the project objectives were to gain an understanding of how the community would like to see the development and management of Rathdrum Mountain, to actively engage the stake holder groups and creating and implementing an exclusive and impartial process. Their project involvement contained three major components: open houses, stake holder interviews and compilation and reporting of the data gathered. To get public input and involvement they hosted open houses, a listening booth at Rathdrum Days, numerous stake holder interviews and citizen surveys. The stake holder interviews consisted of adjacent property owners, the school district, local business’s, local civic groups, the fire department, department of lands, charter schools and various other interested parties. He stated that participation for the stake holder interviews and the open house was great.

Elizabeth Spaulding started off by stating that they had over 30 stake holder interviews and worked very diligently in making sure to reach all of the different stake holder groups in the community. These consisted of local businesses, local state agencies, and ATV groups, horseback riding groups, environmental organizations, hunting groups and Boy Scout troops to ensure that they had a full representation stake holder assessment. If you turn to page 3 in the report you will see a list of all of the stake holders interviewed and then after that there is a number of lists that have all of the concerns/issues that were brought to us. Above and beyond what we heard is that the community of Rathdrum will support development of low impact use on Rathdrum Mountain. Hiking trails, viewpoints, creating a parking lot and attaining access are among the commonalities that were expressed from interviews. There are some concerns that associated with opening up the property such as fire hazards, impact to wild life, trespass and vandalism, camp fires and enforcement. Some folks wanted to see some higher impact uses such as mountain biking, hunting and ATV use. There was a very small group of people that do not want to see the property used at all. They have concerns about their impact to their private property as well as it not being maintained. Overall the majority of support is for low impact recreational uses.

The open house materials were created from the concerns and ideas from the stake holder interviews. There 143 community members that attended the open house. That is a very good turn out for a community of our size. The main display was a preferred uses board. Each attendee was give three red stickers and three green stickers and was asked to put their stickers on activities that would like to see or not see on the board. Hiking, mountain biking, walking, picnicking and outdoor educational uses. The lease favored activities were ATV's, hunting and overnight camping. There were comment cards that were available and each and every one that was filled out is represented in your report. She stated that the biggest take away for your consideration from this public outreach process is that with the stake holder interviews, the open house, the survey and the listening station the consistency between the responses and the types of information that we were given from community members all mirror each other very closely. Again we they overall favor low impact recreational uses and not a lot of support for ATV's, overnight camping and hunting.

Council questions and discussion ensued.

City Administrator Boyer introduced Chief Kevin Fuhr and Sheriff Ben Wolfinger. Chief Fuhr stated that our officers are cross deputized and can patrol and enforce laws on Rathdrum mountain. Chief Fuhr stated that if we needed additional resources we can call Kootenai County and have their assets at our disposal. With regards to vandalism he believes that there will not be an issue because our officers can go up onto the mountain and are cross deputized that coverage should not be an issue.

City Attorney Cafferty stated that an ordinance will layout the ground work for what direction the Council wants to go with Rathdrum Mountain. The Mayor would like to appoint a steering committee to formulate a plan and compile a list for the uses of Rathdrum Mountain and what activities would be allowed.

Council discussion ensued and they directed staff to put together a draft ordinance that does not

allow: horses, shooting of projectiles of any kind, off road vehicles (ATV's. motorcycles & snowmobiles), fires, camping or overnight use, and fireworks. The ordinance should allow the following low impact uses: hiking, biking, trails, environmental and educational classes, use by service organizations for projects, sanctioned events such as the adventure race, picnicking, snowshoeing and dog walking (on leashes. They would also like to address day use hours of operation, state code and fines for trespassing, trail systems and ADA accessibility.

10) NEW BUSINESS

A) Consideration of Professional Services Agreement for New Potable Water Production Well—
This item has been removed from the agenda.

B) SH53 & Greensferry Rd.-Volk Investment Group, LLC Parcel De-Annexation Consideration

City Planner Armes gave a brief overview of the property and the applicant’s proposal. She stated that in 2004 there were five parcels that were annexed into the City. One of them which is now owned by Volk Investments Group (in purple on the map) is approximately 6 acres. The other parcel which is item 10C is John Kirsch’s parcels’, the first lot is 2 acres and the other lot is almost 6 acres. The annexation agreement is very detailed with provisions in the agreement that were not met. Some of the properties have been sold and bought several times. There is one of the original property owners left from the original annexation agreement. One of the provisions of the annexation agreement is brining water and sewer to the parcels. The applicant wants the City Council to entertain a de-annexation request.

Council discussion ensued.

Councilor Laws made a MOTION to deny the Volk Investment Group, LLC’s consideration to De-Annex. Motion seconded by Councilor Holmes.

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

Motion Passed by majority.

C) SH53 & Greensferry Rd.-Kirsch Parcel De-Annexation Consideration

City Planner Armes gave a brief overview of the property and the applicant’s proposal. She stated that in 2004 there were five parcels that were annexed into the City. One of them which is now owned by Volk Investments Group (in purple on the map) is approximately 6 acres. The other parcel which is item 10C is John Kirsch’s parcels’, the first lot is 2 acres and the other lot is almost 6 acres. The annexation agreement is very detailed with provisions in the agreement that were not met. Some of the properties have been sold and bought several times. The applicant John Kirsch is one of the original property owners from the original annexation agreement. Mr. Kirsch stated that the

circumstances are a lot different. He stated that he is the one original owner and that he and his wife have never broke the annexation agreement. He stated that 8.5 acres at his age is getting to much to maintain. He stated that when the annexation agreement was signed all three of the property owners were family that is not the case anymore. He stated that he is the furthest parcel away from hooking up to City water & sewer. The applicant wants the City Council to entertain a de-annexation request as opposed to changing the annexation agreement. Mr. Kirsch wants his parcel to be considered separately from the Volk Parcel because the circumstances are different.

Council discussion ensued. Mayor Holmes asked if we could have separate Annexation Agreements with each property owner. City Attorney Cafferty stated that you can and that is what most entities do in this type of situation.

Councilor Holmes made a MOTION to deny the Kirsch's consideration to De-Annex. Motion seconded by Councilor Meckel.

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

Motion Passed by majority.

11) CITY ADMINISTRATOR REPORT/CALENDARING

- The Adventure Race is this Saturday, September 12th.
- ABC Contest is going well. Brett attended a presentation in the Tri-Cities. The plan is due by November 6th.
- Day of Hope is this Saturday, September 12th.

12) MAYOR'S REPORT/APPOINTMENTS

A) Constitution Week (September 17-23) Proclamation

Mayor Holmes proclaimed September 17th -23rd as Constitution Week. He asked that we send the proclamation to the School District.

13) COUNCIL REPORTS

- Councilor Holmes- There is a nice article about our Parks & Recreation Director Lance Bridges in the Coeur d' Alene Press this weekend.
- Councilor Worthen- Thought the Rathdrum Mountain meeting went really well and was very pleased with the presentation.

- Councilor Laws- She wanted to congratulate Debbie, Fred & the Mayor for not having any opponents so far in the election.
- Councilor Meckel- He had an awesome opportunity to go out and look at Majestic Park at the Amphitheatre. He would like to make a few tweaks and thinks it could be awesome!

14) ADJOURN

Meeting adjourned at 8:17 p.m.

Vic Holmes, Mayor

Attest:

Melissa Taylor, City Clerk/Treasurer

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



Rathdrum

Special Council Minutes

September 11, 2015
12:00 p.m.

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



WELCOME-PLEASE TURN OFF CELL PHONES- Thank You.

1) CALL THE MEETING TO ORDER

Meeting called to order by Mayor Holmes at 12:00 p.m.

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

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

ABSENT: None

STAFF: City Administrator Boyer, City Clerk/Treasurer Taylor & Police Chief Fuhr.

4) APPROVAL OF AGREEMENT ON DISILLUSION OF PANHANDLE RC&D

City Administrator Boyer gave a short history of our relationship with the Panhandle RC&D and stated that Pete Stoltz has been our City representative. With this dissolution they will be liquidating their assets and we could have some monies coming back to the City of Rathdrum.

Councilor Meckel made a MOTION to approve the Panhandle RC&D Disillusion Agreement as presented. Motion seconded by Councilor Laws.

AYES: Councilor Laws
Councilor Holmes

Councilor Meckel
Councilor Worthen
NAYES: None
ABSENT: None

Motion Passed by majority.

5) APPROVAL OF PURCHASE OF REAL PROPERTY ON LANCASTER RD., AND AUTHORIZATION FOR THE MAYOR TO SIGN THE NECESSARY DOCUMENTS FOR PURCHASE.

Councilor Holmes made a MOTION to approve the purchase of 30 acres on Lancaster Rd. with a not to exceed amount of \$650,000.00. Motion seconded by Councilor Meckel.

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

Motion Passed by majority.

6) ADJOURN

Meeting adjourned at 12:07 p.m.

Vic Holmes, Mayor

Attest:

Melissa Taylor, City Clerk/Treasurer

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

IF YOU WISH TO REJECT COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT, AS EXTENDED ON DECEMBER 26, 2007, THE NAMED INSURED MUST APPROVE AND SIGN THE FOLLOWING STATEMENTS:

TERRORISM RISK INSURANCE ACT REJECTION OF FULL COVERAGE

We, as a Member of ICRMP, acknowledge that we have been notified as required under the Terrorism Risk Insurance Act, as extended on December 26, 2007, that as respects to the above referenced policy of insurance policy referenced above:

1. We have been offered coverage for acts of terrorism as defined in the Act;
2. We have been advised that if we accept coverage for acts of terrorism as defined in the Act, the United States Government will participate in the payment of terrorism losses insured under the Act, subject to the provisions of the Act;
3. We have been told that if we reject coverage under the Act by signing this notice, to the extent allowed by law, we will have only our respective share of the alternative coverage for any act of terrorism under the policy issued by ICRMP.
4. We have been notified of the annual premium for coverage for acts of terrorism as defined in the Act.
5. We hereby **reject** coverage for acts of terrorism as defined in the Act and understand my policy will contain an exclusion for acts of terrorism as defined by TRIPRA, but will otherwise provide limited coverage concerning acts of terrorism as addressed by the ICRMP policy issued annually to Members.

Chief Executive/Administrative Officer

Date

Print name

Print

public office held

City of Rathdrum

Public Entity Name

RETURN THIS FORM TO YOUR AGENT OR ICRMP. A COPY OF THIS DOCUMENT IS AS BINDING AS THE ORIGINAL.

ATTENTION AGENT: THIS FORM MUST BE SIGNED PERSONALLY BY AN AUTHORIZED OFFICER OF THE INSURED AND RETURNED TO ICRMP.



1810 E Schneidmiller Ave. Ste. 310
Post Falls, Idaho 83854
208-777-1099 (phone) 208-773-5108 (fax)

AUDIT ENGAGEMENT LETTER

September 21, 2015

City of Rathdrum
Honorable Mayor and City Council
8047 West Main St.
Rathdrum, ID 83858

Dear Honorable Mayor and City Council

We are pleased to confirm our understanding of the services we are to provide City of Rathdrum for the year ended September 30, 2015. We will audit the financial statements of governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Rathdrum as of and for the year ended September 30, 2015. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Rathdrum's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Rathdrum's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balances Budget and Actual – General Fund
3. Schedule of Revenues, Expenditures, and Changes in Fund Balances Budget and Actual – Major Special Revenue Funds
4. Schedule of City's Share of Net Pension Liability and City's Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies City of Rathdrum's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Nonmajor Special Revenue Funds – Combining Balance Sheet
2. Nonmajor Special Revenue Funds – Combining Statement of Revenues, Expenditures and Changes in Fund Balance

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Rathdrum and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Rathdrum is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Rathdrum's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Rathdrum in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City of Rathdrum; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for these engagements is the property of Anderson Bros. CPA's, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Federal or State officials or their designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audits, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson Bros. CPA's, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for these engagements will be retained for a minimum of five years after the report release dates or for any additional period requested by Federal or State officials. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 4, 2016 and to issue our reports no later than March 31, 2016. Toni Hackwith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$13,350. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audits. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our 2014 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Rathdrum and believe this letter accurately summarizes the significant terms of our engagements. If you have any questions, please let us know. If you agree with the terms of our engagements as described in this letter, please sign on the lines indicated and return it to us in the envelope provided.

Sincerely



Anderson Bros. CPA's, P.A.

RESPONSE:

This letter correctly sets forth the understanding of City of Rathdrum:

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____



System Review Report

To the Owners of Anderson Brothers, CPA's, P.A...
and the Peer Review Committee of the Idaho Society of Certified Public Accountants.

We have reviewed the system of quality control for the accounting and auditing practice of Anderson Brothers, CPA's, P.A. (the firm) in effect for the year ended February 28, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Anderson Brothers, CPA's, P.A. in effect for the year ended February 28, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Anderson Brothers, CPA's, P.A. has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Deaton & Company". The signature is written in a cursive, flowing style.

Pocatello, Idaho
July 1, 2014



CITY OF RATHDRUM

CLERKS OFFICE



To: Mayor & Council

From: City Clerk/Treasurer Melissa Taylor

Date: October 7, 2015

Re: Staci Armes Sick Bank Application

The Sick Leave Council met and approved the use of the sick leave bank for Staci Armes as she has met all the terms of the program. We recommend approval.

Sincerely,

Melissa Taylor

Melissa Taylor
Clerk/Treasurer
City of Rathdrum

8047 W. Main Street
Rathdrum, ID 83858
208-687-0261 (phone)
208-687-1818 (fax)
www.rathdrum.org

PUBLIC WORKS DEPARTMENT

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

Memo

To: Rathdrum City Council
From: Kevin Jump
CC:
Date: October 7, 2015
Re: Rathdrum Transportation Master Plan - Supplemental Agmt #1

The update to Rathdrum's Transportation Master Plan has been underway since 2013. This work was completed under a \$50,000 LRHIP grant. Under the original agreement for the Rathdrum Transportation Master Plan was to be completed by David Evans & Associates (DEA), with the understanding that certain tasks would be completed by the City of Rathdrum. I have been unable to dedicated the necessary time/effort to this endeavor and have subsequently asked for DEA's assistance.

Attached, you will find a scope of work for Supplemental #1. The scope of work is attached but, generally, it employees DEA to complete cost estimates for the numerous capital improvement projects which are identified from the computer-simulation model which was prepared as part of these efforts. The scope of work also employees DEA to prepare the report for the transportation master plan.

This work will be paid from existing circulation impact fees. The cost for these services is \$32,000 (\$14,000 for the cost estimates and \$18,000 for the report).

Scope of Work

Prepared for:

**City of Rathdrum
Transportation Strategic Plan**

**Supplemental #1 – Capital Improvement Cost Estimates and
Document Preparation**

September 23, 2015





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Scope of Work

Purpose

This Scope of Services describes work to be performed by David Evans and Associates, Inc. ("CONSULTANT") on behalf of the City of Rathdrum, Idaho ("CITY"), pursuant to an Agreement for Consultant Services between the parties to which it is attached and incorporated by reference. This Scope of Work is to supplement the original contract. Efforts included below are to develop capital improvement costs for the improvement scenarios, and to write the narratives and complete the Transportation Plan Document.

TASK 1 STARTUP – NO CHANGES

TASK 2 DATA COLLECTION – NO CHANGES

TASK 3 SUB-NETWORK MODEL DEVELOPMENT – NO CHANGES

TASK 4 TRAFFIC OPERATIONAL MODEL DEVELOPMENT – NO CHANGES

TASK 5 CONDUCT SCENARIO ANALYSES AND DEVELOP CAPITAL IMPROVEMENT PROJECTS (CIP)

Task 5.1 Scenario Analysis and CIP List – No Changes

Task 5.2 Pre-Design Cost Estimates for Improvement Scenarios

DEA will prepare planning level cost estimates for improvements identified in the CIP developed under Task 5.1. Unit costs will be based on the best available and current data including bid prices for the northern Idaho region projects and the cost database maintained by the Idaho Transportation Department (ITD).

Cost estimates will differentiate between projects and projects costs related to addressing existing vs. future needs. Proportional share calculations will be provided where necessary.

Assumptions:

1. Estimates will only be provided for the preferred scenario.

Deliverable:

1. Cost estimates for the projects identified in the preferred scenario.

TASK 6 PREPARE CIP WITH PRIORITIES BASED ON IMMEDIACY & FUNDING – NO CHANGES

TASK 7 PUBLIC MEETING-IMPROVEMENT SCENARIOS – NO CHANGES

TASK 8 PROJECT MANAGEMENT

Project management tasks have been scoped and estimated based upon a 3-month project process. In the event that changes in the nature of the project occur that are beyond our control and that



require additional time to resolve, project management tasks will be continued under the advisement of the City and charged accordingly.

Task 8.1 Project Scheduling – No Changes

Task 8.2 Project Review Team Meetings

Three additional team meeting are anticipated with this supplemental.

Task 8.3 Project Status Updates – No Changes

Task 8.4 Interagency Meetings – No Changes

Task 8.5 Council Meetings – No Changes

Task 8.6 Project Administration

Project administration activities include:

1. Monthly invoicing and progress reports.

TASK 9 TSP DOCUMENT PREPARATION

Task 9.1 Prepare Draft TSP Document

DEA will prepare section narratives and compile a draft document of the Transportation Strategic Plan (TSP). The written narrative of the document will be made up of the following sections:

1. Introduction
2. Existing Transportation System and Existing Conditions
3. Future Conditions
4. Capital Improvement Plan
5. Implementation Plan

Task 9.2 Coordinate Agency Review and Comments on Draft TSP Document

A draft copy of the TSP will be published and distributed to the City of Rathdrum and other agencies and relevant stakeholders for review and comment (such as ITD and Lakes Highway District). Comments will be collected and compiled. Comments resulting in changes will be incorporated into the final document for adoption.

Task 9.3 Update, Compile and Finalize the TSP Document

Based on the comments received and DEA's internal QC review, the TSP document will be compiled and finalized. A hard copy and an electronic file copy of the document will be submitted to the City.

Deliverables:

1. Draft TSP Document
2. Final TSP Document

AGREEMENT

Royal Business Systems Inc.

Locally owned since 1990



AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: City of Rathdrum dba Police Department

ADDRESS: 8178 w. Main St. Rathdrum ID 83858

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

Kyocera CS 3551ci Digital Color System

EQUIPMENT LOCATION: Same As Above

(PLUS TAX)

TERM IN MONTHS: 63

MONTHLY PAYMENT AMOUNT*: \$216.00

PURCHASE OPTION: Fair Market Value

SECURITY DEPOSIT:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to provide you the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you.

LAW/FORUM. You agree that this Agreement and any claim related to this Agreement shall be governed by the internal laws of the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and any dispute concerning this Agreement will be adjudicated in a federal or state court in such state.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC").

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us.

OWNER ("WE", "US", "OUR")

Royal Business Systems, Inc
1515 E Houston Ave Spokane, WA 99217

SIGNATURE:

DATE:

SIGNATURE:

X

DATE:

PRINT NAME & TITLE:

PRINT NAME & TITLE:

UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer.

SIGNATURE: X

INDIVIDUAL:

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X

NAME AND TITLE:

DATE:

Royal Business Systems Inc.

"Locally owned since 1990"



1515 E Houston Ave.
Spokane, Wa 99217
Ph (509) 928-6555
Fx (509) 928-6333

Sales Rep. Thomas Klippert	Date	Terms	Install Date	PO #
-------------------------------	------	-------	--------------	------

Sold To

Ship To:

City Of Rathdrum / Police Department
8047 w Main St.
Rathdrum Idaho 8178 w. main st

Qty	P/N S/N	Description	Price	Amount
		Kyocera CS3551ci Digital Color System		
		Print/Copy/Scan/Fax		
		1,000 Sheet Finisher		
		4 Paper Trays		

Terms: Lease	63 Mo. @ \$216.00		Subtotal	
Service Agreement. Maintenance includes toner, service, and parts. B&W Images Billed @ .007 Three Tier Color Billed @ Tier 1 @ .04, Tier 2 @ .055, Tier 3 @ .07			Initial Set-up	
			Sales Tax	
			Delivery	
			Trade-in	
			Total Due	
			Amount Paid	

Additional Notes:

Customer Signature _____ Title _____ Date _____

Royal Business Systems, Inc.

"Locally Owned since 1990"



1515 E Houston Ave.
Spokane, WA 99217

Phone: 509-928-6555

Fax: 509-928-6333

Customer PO#

MAINTENANCE AGREEMENT

Customer Bill To:

City Of Rathdrum Police Department

Customer Name

8178 w. Main St

Street Address

Rathdrum ID 83858

City State Zip

X

Phone: Fax:

Customer Contact

Customer Ship To:

Customer Name

Street Address

City State Zip

Phone: Fax:

Customer Contact

Maintenance Agreement Coverage:

Agreement Start Date:

For an annual, quarterly or monthly base charge plus overage charge, if any, ROYAL BUSINESS SYSTEMS, INC, dba iMAGETECH factory trained personnel will render service on the below listed equipment during regular business hours in accordance with the terms and conditions set forth on the front and reverse side of this agreement.

MODEL	SERIAL #	SERVICE ID	START Meter	IMAGE ALLOWANCE	BASE CHARGE	OVERAGE (PER IMAGE)
CS 3551ci						
		Black Meter Allowance		2,500	\$20.00	0.007
		Color 1 Meter Allowance				0.04
		Color 2 Meter Allowance				0.055
		Color 3 Meter Allowance				0.07

BASE CHARGE AND OVERAGE BILLING CYCLE:

AGREEMENT TERM: CONSUMABLE COVERAGE:

Base Billing: Select One Option <input checked="" type="checkbox"/> Monthly Base Billing <input type="checkbox"/> Quarterly Base Billing <input type="checkbox"/> Annual Base Billing <input type="checkbox"/> Other	Overage Billing in Arrears Select One Option <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	Term: Select One Option <input checked="" type="checkbox"/> 60 Months <input type="checkbox"/> 48 Months <input type="checkbox"/> 39 Months <input type="checkbox"/> 36 Months <input type="checkbox"/> 12 Months <input type="checkbox"/> Other	Select All that Apply: <input checked="" type="checkbox"/> Black Toner Inclusive <input type="checkbox"/> Black Excluded <input checked="" type="checkbox"/> Color Toner Inclusive <input type="checkbox"/> Color Excluded <input checked="" type="checkbox"/> Drum Inclusive <input type="checkbox"/> Drum Excluded <input checked="" type="checkbox"/> Excludes Staples <input type="checkbox"/> Includes Staples <input checked="" type="checkbox"/> Excludes Paper
--	---	--	--

This Maintenance Agreement is non-refundable, non-transferable.

Customer Acceptance:

ROYAL BUSINESS SYSTEMS dba iMAGETECH

Date

X

Signature

Date

Printed Name

I have read and understand our obligations under the terms and conditions stated herein as the only agreement pertaining to the equipment hereunder.

No other agreements apply unless expressly noted on the face of this agreement.

Amendment

This Amendment amends that certain agreement by and between Royal Business Systems, Inc. ("Owner") and Rathdrum, City of dba Police Department ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 1092267 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The section entitled "**UNCONDITIONAL GUARANTY**" is hereby deleted in its entirety.
2. The first sentence in the section entitled "**NET AGREEMENT**" is hereby deleted in its entirety and replaced with the following:

"THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM SUBJECT TO THE TERMS OF THE GOVERNMENTAL ENTITIES ADDENDUM."

3. The first sentence in the section entitled "**LAW/FORUM**" is hereby deleted in its entirety and replaced with the following:

"You agree that this Agreement and any claim related to this Agreement shall be governed by the internal laws of the state of Idaho and any dispute concerning this Agreement will be adjudicated in a federal or state court located in Kootenai County, Idaho."

4. The first sentence in the section entitled "**MISCELLANEOUS**" is hereby deleted in its entirety and replaced with the following:

"This Agreement, as amended, along with the Governmental Entities Addendum, is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders."

5. The sentence above the Customer signature line shall be deleted in its entirety and replaced with the following:

"THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM SUBJECT TO THE TERMS OF THE GOVERNMENTAL ENTITIES ADDENDUM."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A facsimile copy of this Amendment bearing authorized signatures may be treated as an original. This Amendment is not binding until accepted by Owner.

Royal Business Systems, Inc.
Owner

By: _____
Signature

Print Name & Title

Date Accepted: _____

Rathdrum, City of dba Police Department
Customer

By: X _____
Signature

Print Name & Title

Date: _____

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Royal Business Systems, Inc ("we", "our") and Rathdrum, City of DBA Police Department ("Governmental Entity", "you", or "your"), which agreement is identified in our records as agreement number 1092267 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE			
(As Stated Above)	X		
	SIGNATURE	PRINT NAME & TITLE	DATE
OUR SIGNATURE			
Royal Business Systems, Inc			
	SIGNATURE	PRINT NAME & TITLE	DATE

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO SETTING FEES FOR SEWER SERVICES WHICH WOULD OTHERWISE BE FUNDED BY PROPERTY TAX REVENUES

WHEREAS, the city of Rathdrum has reviewed fees charged for services relating to the provision of sewer services, which would otherwise be funded by property tax revenues; and

WHEREAS, the city of Rathdrum has determined that the fee schedule be amended to reflect the reasonable cost of providing the services, including fee increases in excess of 5%; and

WHEREAS, after public hearing on October 14, 2015, regarding fees that are an increase in excess of 5%, it is deemed by the city council to be in the best interests of the city of Rathdrum and the citizens thereof that the proposed amendments to the fee schedule for sewer services be adopted for the City of Rathdrum, which includes increased fees which were addressed in the public hearing.

NOW THEREFORE,

BE IT RESOLVED, by the Mayor and city Council of the city of Rathdrum that the following amendments to the fee schedule be adopted effective the 14th day of October, 2015:

Utility Fees - Sewer

Sewer Utility Fees:

Sewer Base fee (6,000 gallons)	\$51.50
Sewer flow rate per 1,000 gallons over 6,000 gallons per month	\$8.58

Sewer Capitalization/Connection Fees:

Sewer Connection (Residential)	\$8,173
Sewer Connection (Commercial/Industrial)	\$8,173 base
Estimated Sewer usage over 6,000 gallons Per month (Commercial/Industrial)	

These fees shall supersede only that portion of the prior fee resolution related to sewer utility fees.

Passed by the City Council on the 14th day of October, 2015.

Vic Holmes, Mayor

ATTEST:

Melissa Taylor, City Clerk



RATHDRUM PLANNING AND ZONING COMMISSION RECOMMENDATION TO CITY COUNCIL

Wednesday, October 14, 2015

Public Hearing: Zoning Code Amendment affecting Section 11-16 of Rathdrum City Code.

The purpose of the hearing is to hear evidence and testimony regarding amendments to chapter 16 of title 11, which addresses Signs.

STAFF REPORT: Those sections of the zoning ordinance addressing signs were formatted and amended to address findings of the Planning and Zoning Commission in several workshops held in May and June of 2015.

As part of the review process of Chapter 16, Staff has made changes to Sections 11-16-1, regarding signs allowed without a permit, Section 11-16-3 definitions, and provided clarification to Section 11-6-7 to allowed freestanding and walls signs in the Commercial and Industrial zone. The amendments combined the commercial and Industrial zone signs under one heading. Building signage and freestanding signage, height limitations and area limitations per sign have been added to make the ordinance language more consistent. As part of these changes, staff will be amending Ordinance No. 448.

Code Amendments/Additions: Code content was added or modified to best reflect the Planning and Zoning Commission's workshop findings. Code sections that are new and/or have major modification are listed below:

1. Applicability 11-16-1
2. Definitions 11-16-3
3. Freestanding Signs and Wall Signs 11-16-7

PUBLIC COMMENT

No written comments were received from the public when the Planning and Zoning Recommendation to City Council was prepared. Written comments may be accepted up to the time of the public hearing.

COURSE OF PROCEEDINGS

On July 29, 2015, the Planning and Zoning Commission opened a public hearing to review the proposed changes to the current Sign Ordinance. At the hearing no public testimony was received. The Planning and Zoning Commission made a recommendation to the City Council for review and approval of the proposed changes to the Sign Ordinance.

POTENTIAL MOTIONS

APPROVAL: I move to recommend that City Council approve the proposed amendments to Chapter 16, of Title 11 of Rathdrum City Code.

DENIAL: I move to recommend that City Council not approve the proposed changes to Chapter 16, Title 11 of Rathdrum City Code.

ATTACHMENTS

1. Public Hearing Notice
2. Old Ordinance #448
3. New Proposed Changes

ATTACHMENT 1
PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

The Rathdrum City Council will hold a public hearing on October 14, 2015 commencing at 6:00 P.M or soon thereafter as said hearing can be held at Rathdrum City Hall, 8047 W. Main Street, Rathdrum, Idaho 83858.

The purpose of the hearing is to hear evidence and testimony regarding the amends to chapter 16 of title 11, which addresses Signs and to amend the definitions.

A copy of the proposal is available for inspection by all interested parties at the Planning and Zoning office in Rathdrum City Hall, 8047 S. Main Street, Rathdrum, Idaho. Written comments may be submitted prior to the public hearing. Oral testimony may be limited to 3 minutes per person.

Rathdrum City Hall is handicapped accessible and if any person needs special accommodation to address their disability please notify the City Clerk's office at least 24 hours in advance of the meeting date and time. The City Clerk's telephone number is (208) 687-2700 ext. 113.

ATTACHMENT 2
OLD ORDINANCE #448

ORDINANCE NO. 448

AN ORDINANCE OF THE CITY OF RATHDRUM, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; ADDING A NEW CHAPTER TO TITLE 11 RELATING TO SIGNS; ESTABLISHING APPLICABILITY AND PURPOSE; PROVIDING DEFINITIONS; REQUIRING SIGN PERMITS, PROVIDING THE REGULATIONS RELATING TO SIGNS; PROVIDING THAT VIOLATIONS ARE MISDEMEANORS; PROVIDING FOR AN APPEAL PROCESS; REPEALING SECTION 9-1-5 OF THE RATHDRUM CITY CODE; PROVIDING SEVERABILITY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

IT IS ORDAINED by the mayor and city council of the city of Rathdrum, Kootenai County, Idaho as follows:

Section 1. That a new chapter be added to title 11 of the Rathdrum Municipal Code as follows:

- I. **Applicability.** This Chapter pertains to and regulates all signs within the City, except for:
 - A. Political signs that are under four square feet in total gross area.
 - B. Real estate signs that are under four square feet in total gross area.
 - C. Signs erected by the City or State on public property.
 - D. Non-business for sale or event signs under four square feet in total gross area on private property.
- II. **Purpose.** The purpose of this Chapter is:
 - A. To promote and protect the public safety, community values, comfort, convenience and general welfare by requiring that all signs be placed and erected in an orderly manner;
 - B. To maintain the community's unique visual character and scenic backdrop;
 - C. To ensure that signs themselves are safe and do not pose a hazard to health of humans and animals;
 - D. To minimize the possible adverse effects of signs on nearby public and private property; and
 - E. To enable the fair and consistent enforcement of sign regulations.

III. Definitions: As used in this chapter the following definitions will apply:

FREESTANDING SIGN: A sign which is supported by one or more columns or uprights in the ground.

GROSS AREA: The entire area within a single continuous perimeter enclosing the extreme limits of such sign. However, such perimeter shall not include any structural elements outside the limits of such sign and not forming an integral part of the display. When two (2) sides of a double-faced sign are located not more than thirty six inches (36") apart at the widest point and not more than twelve inches (12") apart at the narrowest point and display identical messages or other representation, the gross area shall include only one of the sides. If the sign consists only of individual letters affixed directly to the wall of a building, only the area of a simple geometric figure which will encompass all the letters is counted as part of the gross sign area.

HEIGHT: The vertical distance measured from the adjacent street grade or upper surface of the nearest street curb other than an elevated roadway, which permits the greatest height to the highest point of the sign.

IDENTIFICATION SIGNS: A sign which contains advertising but is limited to the name, address and number of a building, institution or person on the premises.

OFF-PREMISES SIGN: Any sign which advertises goods, products or services not sold or located on the property where the sign is located.

ON-PREMISES SIGN: A sign which carries only advertisements strictly incidental to a use of the premises on which it is located, including signs or sign devices indicating the business transacted, services rendered, goods sold or produced on the premises, name of the business, name of the person, firm or corporation occupying the premises.

PORTABLE SIGN: Any sign with a changeable message board that is not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels.

MONUMENT OR GROUND SIGN: The entire bottom of a ground/monument sign is, generally, in contact with, or close proximity to, the ground. These signs do not exceed six feet in height.

SIGN: A name, identification, description, display, or statuary which is affixed to, or represented directly upon a building, structure, or piece of land, and which directs attention to an object, product, place, activity, person, institution, organization or business. However, a sign shall not mean any display of official court or public office notices nor shall it mean the flag, emblem, or insignia of a nation, political unit, school or religious group. Furthermore, assembly or placement of temporary personal property (on location no more than 90 days annually per display), in the form of equipment which conveys no verbal message and which delivers no communicative message, other than to draw attention by virtue of its size, motion, or prominent location upon the property, shall not be considered a sign.

SIGN STRUCTURE: Any structure which supports or is capable of supporting any sign as devised in this Chapter. A sign structure may be a single pole or may or may not be an integral part of the building.

TEMPORARY SIGN: A sign, banner, pennant, advertising balloon or blimp, poster, or advertising display constructed of cloth, canvas, light fabric, paper, cardboard or other light material, with or without frames, that is not permanently attached to a building or the ground and which is intended to be displayed for a limited period of time.

IV. Uniform Sign Code Adopted:

The Uniform Sign Code, 1997 Edition, as published by the International Conference of Building Officials, is hereby adopted to supplement the foregoing regulations. If any conflict exists between the foregoing regulations and the Uniform Sign Code, the foregoing regulations shall govern. All signs allowed, including those which do not require permits, must be in conformance with the Uniform Sign Code and other applicable building codes and City regulations

V. Permit:

All persons desiring to erect, construct or paint a new sign regulated by this chapter shall make application to and obtain a permit therefore from the office of the Planning Department and shall pay a fee as established by resolution of the City Council for such permit. At the time such application is sought, applicant shall furnish the following minimum information to the Planning Director or the Planning Director's designee:

- A. A sample drawing of the sign;
- B. Exact dimensions of the proposed sign;
- C. A site plan showing the location and setbacks of the sign support relative to property lines and any projection of the signage into the rights of way or over public ingress/egress travelways;
- D. Footing and foundation plans that demonstrate stability of the sign;
- E. Such other information as may be required by the Planning Director or the Planning Director's designee for determination of compliance with the provisions of this Chapter.

VI. Temporary Signs:

Temporary signs as defined in this Chapter shall require a permit and shall be allowed under the following circumstances:

- A. Applicants will be allowed temporary signs so long as such signs are well maintained and are removed or replaced when they deteriorate, become faded or tear. Temporary signs may be changed or replaced by signs of equal size and character of those applied for in the permit without the applicant needing to obtain a new permit.

- B. Banners shall be permitted as temporary signs and shall be maintained in a clean, sightly and undamaged condition. Banners in excess of eight (8) square feet in size shall be either placed on walls or attached in accordance with the Uniform Sign Code.
- C. Temporary signs will be restricted to the same cumulative area, size, and spacing and height requirements as permanent signage within the respective zone.
- D. One permit shall be sufficient for all temporary political signs erected during any one campaign.

VII. Freestanding Signs and Wall Signs:

- A. Freestanding and walls signs are not allowed in Residential zoning districts.
- B. C-1 Zoning District: Freestanding or wall signs in the C-1 District shall be restricted to a maximum size of one and one-half (1^{1/2}) square feet of area per lineal foot of building width, or part of a building occupied by the C-1 use, not to exceed four hundred (400) square feet in area. Exception: C-1 properties with highway frontage, may have two (2) square feet of signage per lineal foot of building fronting a public street not to exceed four hundred (400) square feet in area.
- C. C-2 Zoning District: Freestanding or wall signs in C-2 Districts shall be restricted to a maximum size of four (4) square feet of sign area per lineal foot of building width, or part of a building occupied by the C-2 use, not to exceed four hundred (400) square feet in area.
- D. Industrial Zoning District: Freestanding or wall signs may be illuminated, but nonflashing and shall not exceed two hundred (200) square feet in area and twenty feet (20') in height. Signs shall be limited to one per business located on the property and contain only information pertaining to such business.
- E. Nothing herein provided shall prevent the use of motorized computer board signs including message signs commonly used.
- F. In mall type construction, each individual business may have a maximum sized sign as herein provided.
- G. Projection of wall signs shall not exceed two feet (2'), measured from the face of the main building.
- H. Freestanding and Wall signs may be illuminated by light of constant intensity, but flashing, intermittent, rotating or moving light shall be prohibited.

- I. The maximum allowable height of a Freestanding Sign is twenty five feet (25').
- J. Monument or ground signs shall be the preferred sign type in Rathdrum and should be used where they can safely be placed and they work with the site's characteristics.

VIII. Identification Signs: Identification signs are allowed in residential zoning districts subject to the following restrictions:

- A. Single Family and duplex residences: Non-illuminated residential nameplate not exceeding two (2) square feet, bearing only the name and address of the occupant, mounted flush on the dwelling structure;
- B. Apartment houses, mobile home parks, and senior care facilities: An illuminated sign of constant intensity light not exceeding twelve (12) square feet giving the name of the use and the address of the same.
- C. Public Buildings and Parks: Non-flashing signs not exceeding thirty-two (32) square feet for public buildings.
- D. Home occupations: Non-flashing, non-illuminated signs for home occupation not exceeding four (4) square feet, bearing the name of the business and the name and address of the occupant

IX. Off-Premises Signs:

- A. The following minimum standards shall apply to all off-premises signs:
 - 1. Signs, including the sign structure, shall not exceed twenty-five feet (25') in height.
 - 2. Flashing lights are prohibited.
 - 3. Maximum square footage is twenty-five feet (25).
 - 3. Off-premises signs are limited to commercial zoning districts and require a conditional use permit.

X. Neighborhood Commercial Services Signs:

Signs located in a residential zoning district pursuant to a Conditional Use Permit for neighborhood commercial services shall be limited in size to a maximum of twenty (20) square feet and shall be located on the building or monument style.

XI. Violation Penalty:

Violations of any of the provisions of this Chapter or failure to comply with any of its requirements shall constitute a misdemeanor. Each day such violation continues shall be

considered a separate offense. The landowner, tenant, subdivider, builder, or any other person who commits, participates in, assists in or maintains such violation may be found guilty of a separate offense.

XII. Appeal Time Limit For Filing And Decision:

Appeal notice shall be filed within ten (10) days after the decision or order of the Planning Director or his designee. The appropriate filing fee, as described in the City's fee resolution, shall accompany all appeals. The Planning and Zoning Commission shall hear such appeal at the next regularly scheduled meeting at which the appeal request may be accommodated after filing of all required matters by appellant which shall be filed no later than twenty (20) days from the appeal notice. An appeal from a decision of the Planning and Zoning Commission must be filed pursuant to the same time limit.

XIII. Planning And Zoning Commission Appeal Limitations:

In determining an appeal, the Planning and Zoning Commission shall:

- A. Allow only the minimum appeal necessary to meet the hardship or practical difficulties;
- B. Find that the granting of the appeal will not be materially detrimental to the purposes of this Chapter, be injurious to the characteristics of the zone or property in the vicinity of the premises on which the signs are located or be otherwise detrimental to the objectives of the City development plans or policies;
- C. Attach such conditions to granting all or a portion of any appeal as necessary to achieve the purposes of this Chapter;
- D. Give due consideration to whether or not granting all or a portion of the appeal would materially improve the safety, appearance of the sign, sign location on the building, structure or premises on which the sign is located.

XIV. Appeal Of Planning And Zoning Commission Decision To City Council:

- A. Any person aggrieved by a final determination of the Planning and Zoning Commission shall have the right of further appeal to the City Council.
- B. An appeal to the City Council must be made within ten (10) days after receiving written notice of the decision by the Planning and Zoning Commission.
- C. Upon accepting an appeal application to the City Council, the Planning Director, or the Planning Director's designee, will file the appeal with the City Clerk for scheduling before the Council.
- D. The Council shall hear all pertinent data and make a binding determination on the parties involved.

Section 2. Severability.

The ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the ordinance before the declaration of partial invalidity.

Section 3. Repeal of Conflicting Provisions.

Repealing Section 9-1-5 of the Rathdrum City Code and all other provisions of the current Rathdrum Municipal Code or ordinances of the City of Rathdrum which conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

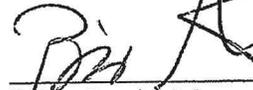
Section 4. Effective Date.

This ordinance shall be effective upon passage and publication as provided by law.

Enacted by the city council as an ordinance of the City of Rathdrum on the 13th day of June, 2005.

Approved by the Mayor on the 13th day of June, 2005.

CITY OF RATHDRUM



Brian Steele, Mayor

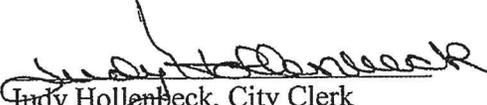
ATTEST:



Judy Hollenbeck, City Clerk

SUMMARY OF ORDINANCE NO. 448

The city of Rathdrum, Kootenai County, Idaho, hereby gives notice of the adoption of Rathdrum Ordinance No. 448 an ordinance of the city of Rathdrum, a municipal corporation of the state of Idaho; adding a new chapter to Title 11 relating to signs; establishing applicability and purpose; providing definitions; requiring sign permits, providing the regulations relating to signs; providing that violations are misdemeanors; providing for an appeal process; repealing section 9-1-5 of the Rathdrum City Code; providing severability; providing repeal of conflicting ordinances; and providing that the Ordinance be effective upon the publication of this Summary. The full text of the summarized Ordinance No. 448 is available at Rathdrum City Hall, 8047 W Main Street, Rathdrum, ID 83858-9287 in the office of the City Clerk.


Judy Hollenbeck, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISER

I, Nancy Stricklin, am a legal adviser for the city of Rathdrum, Idaho. I have examined the attached summary of Rathdrum Ordinance No. 448, Sign Code Ordinance, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.



Nancy Stricklin

Date 6/27/05

ATTACHMENT 3
NEW PROPOSED CHANGES

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF RATHDRUM, A MUNICIPAL CORPORATION OF THE STATE OF IDHAO; ADDING A NEW CHAPTER TO TITLE 11 RELATING TO SIGNS; ESTABLISING APPLICABILITY; PROVIDING DEFINITIONS; AND AMENDING THE REGULATIONS RELATING TO SIGNS.

Section 1. IT IS ORDAINED by the mayor and city council of the city of Rathdrum, Kootenai County, Idaho as follows:

11-16-1: Applicability

This chapter pertains to and regulates all signs within the city, except for:

- A. Political signs that are under four (4) square feet in total gross area.
- B. Real estate signs that are under four (4) square feet in total gross area.
- C. Signs erected by the city or state on public property.
- D. Nonbusiness for sale or event signs under four (4) square feet in total gross area on private property. (Ord. 448, 6-13-2005)

While subject to other applicable requirements and permits, the following signs are authorized without a sign permit

- A. Small Signs: Small signs are authorized without a permit, but are subject to the following limitations:
 - 1. Small signs may carry any lawful message;
 - 2. Small signs shall not externally be illuminated;
 - 3. No small sign shall exceed five feet (5') in height above ground level;
 - 4. One small sign shall be authorized per lot, except in the case of warning signs;
 - 5. Warning signs (e.g., "Beware Of Dog" or "No Trespass") shall be limited to no more than two (2) such small signs in any five hundred (500) linear feet of frontage on the parcel; and
 - 6. Small signs shall not exceed five (5) square feet in gross area.
- B. Governmental Signs: 'Governmental Signs', as defined in this chapter, do not require a sign permit.

- C. Directional Signs: Directional signs do not require a sign permit, but are subject to the following limitations:
1. Only one exit/entrance directional sign shall be authorized per legal approach.
 2. Directional signs shall not exceed two (2) square feet in gross area.
 3. Not more than twenty five percent (25%) of the area of such sign shall be devoted to personal or business identification or logos.
 4. Regulatory and/or traffic control signs shall not be considered directional signs, as defined herein.
- D. Flags: Flags do not require a sign permit, but are subject to the following limitations:
1. Groupings of more than three (3) flags on a single lot shall require a sign permit.
 2. A flagpole for such an exempted flag may not exceed twenty feet (20') above ground level in any residential zone; and a flagpole for such an exempted flag may not exceed forty five feet (25') above ground level in any commercial or industrial zone.
 3. Such flag shall not exceed a maximum area of sixty (60) square feet in any residential zone; and such flag shall not exceed one hundred thirty five (135) square feet in any commercial or Industrial zone.
- E. Danger/Hazard Signs: Signs exclusively devoted to warning the public of dangerous conditions or hazards (e.g., drop offs, high voltage, fire danger, or explosives) are authorized without a permit, provided that such signs do not exceed three (3) square feet in gross area, unless otherwise provided by State or federal law.
- F. Window Signs: Signs that are painted, posted or etched on windows are allowed for all zones, subject to the following limitations:
1. The aggregate area of all such signs shall not exceed twenty percent (20%) of the window area on which such signs are displayed.
 2. Windows separated by mullions shall be considered one continuous window area.
 3. Window signs shall not be assessed against the sign area permitted for other sign types.
- G. Banners: Banners used on private property for a period of no more than thirty (30) days in any calendar year do not require a sign permit.
- H. Commercial and Industrial Zone Signs: In commercial and industrial zones, in addition to the freestanding signs allowed, businesses with a drive-through window may have one additional freestanding sign located adjacent to the drive-through lane and oriented toward the occupants of the vehicle, provided they have secured all other required building and/or electrical permits.

11-16-2: Purpose

The purpose of this chapter is:

- A. To promote and protect the public safety, community values, comfort, convenience and general welfare by requiring that all signs be placed and erected in an orderly manner;
- B. To maintain the community's unique visual character and scenic backdrop;
- C. To ensure that signs themselves are safe and do not pose a hazard to health of humans and animals;
- D. To minimize the possible adverse effects of signs on nearby public and private property; and
- E. To enable the fair and consistent enforcement of sign regulations. (Ord. 448, 6-13-2005)

11-16-3: Definitions

As used in this chapter the following definitions will apply:

BUILDING SIGN: A sign attached to a building, including, but not limited to, wall signs; window signs; blade signs; roof signs; awning, canopy, and/or marquee signs.

FACADE: The exterior building wall upon which a sign is, or may be placed.

FREESTANDING SIGN: A sign which is supported by one or more columns or uprights in the ground.

GROSS AREA: The entire area within a single continuous perimeter enclosing the extreme limits of such sign. However, such perimeter shall not include any structural elements outside the limits of such sign and not forming an integral part of the display. When two (2) sides of a double faced sign are located not more than thirty six inches (36") apart at the widest point and not more than twelve inches (12") apart at the narrowest point and display identical messages or other representation, the gross area shall include only one of the sides. If the sign consists only of individual letters affixed directly to the wall of a building, only the area of a simple geometric figure which will encompass all the letters is counted as part of the gross sign area.

HEIGHT: The vertical distance measured from the adjacent street grade or upper surface of the nearest street curb other than an elevated roadway, which permits the greatest height to the highest point of the sign.

IDENTIFICATION SIGNS: A sign which contains advertising but is limited to the name, address and number of a building, institution or person on the premises.

MARQUEE: A rooflike structure of a permanent nature which projects from the wall of a building.

MARQUEE SIGN: Any sign attached to or constructed on a marquee.

MONUMENT OR GROUND SIGN: The entire bottom of a ground/monument sign is, generally, in contact with, or close proximity to, the ground. These signs do not exceed six feet (6') in height.

OFF PREMISES SIGN: Any sign which advertises goods, products or services not sold or located on the property where the sign is located.

ON PREMISES SIGN: A sign which carries only advertisements strictly incidental to a use of the premises on which it is located, including signs or sign devices indicating the business transacted, services rendered, goods sold or produced on the premises, name of the business, name of the person, firm or corporation occupying the premises.

PORTABLE SIGN: Any sign with a changeable message board that is not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels.

ROOF SIGN: A sign erected, constructed, or maintained upon a roof, or which projects above the roofline of a building.

SIGN: A name, identification, description, display, or statuary which is affixed to, or represented directly upon a building, structure, or piece of land, and which directs attention to an object, product, place, activity, person, institution, organization or business. However, a sign shall not mean any display of official court or public office notices nor shall it mean the flag, emblem, or insignia of a nation, political unit, school or religious group. Furthermore, assembly or placement of temporary personal property (on location no more than 90 days annually per display), in the form of equipment which conveys no verbal message and which delivers no communicative message, other than to draw attention by virtue of its size, motion, or prominent location upon the property, shall not be considered a sign.

SIGN STRUCTURE: Any structure which supports or is capable of supporting any sign as devised in this chapter. A sign structure may be a single pole or may or may not be an integral part of the building.

TEMPORARY SIGN: A sign, banner, pennant, advertising balloon or blimp, poster, or advertising display constructed of cloth, canvas, light fabric, paper, cardboard or other light material, with or without frames, that is not permanently attached to a building or the ground and which is intended to be displayed for a limited period of time. (Ord. 448, 6-13-2005)

WINDOW SIGN: A sign affixed to, painted upon, or etched into the surface of a window with its message intended to be visible to, and readable from, the public or an adjacent property. No permit is required and the window sign shall not be assessed against the sign area permitted for other sign types.

11-16-4: Uniform Sign Code Adopted

The uniform sign code, 1997 edition, as published by the International Conference of Building Officials, is hereby adopted to supplement the foregoing regulations. If any conflict exists between the foregoing regulations and the uniform sign code, the foregoing regulations shall govern. All signs allowed, including those which do not require permits, must be in conformance with the uniform sign code and other applicable building codes and city regulations. (Ord. 448,

6-13-2005)

11-16-5: Permit

All persons desiring to erect, construct or paint a new sign regulated by this chapter shall make application to and obtain a permit therefor from the office of the planning department and shall pay a fee as established by resolution of the city council for such permit. At the time such application is sought, applicant shall furnish the following minimum information to the planning director or the planning director's designee:

- A. A sample drawing of the sign;
- B. Exact dimensions of the proposed sign;
- C. A site plan showing the location and setbacks of the sign support relative to property lines and any projection of the signage into the rights of way or over public ingress/egress travel ways;
- D. Footing and foundation plans that demonstrate stability of the sign;
- E. Such other information as may be required by the planning director or the planning director's designee for determination of compliance with the provisions of this chapter. (Ord. 448, 6-13-2005)

11-16-6: Temporary Signs

Temporary signs as defined in this chapter shall require a permit and shall be allowed under the following circumstances:

- A. Applicants will be allowed temporary signs so long as such signs are well maintained and are removed or replaced when they deteriorate, become faded or tear. Temporary signs may be changed or replaced by signs of equal size and character of those applied for in the permit without the applicant needing to obtain a new permit.
- B. Banners shall be permitted as temporary signs and shall be maintained in a clean, sightly and undamaged condition. Banners in excess of eight (8) square feet in size shall be either placed on walls or attached in accordance with the uniform sign code.
- C. Temporary signs will be restricted to the same cumulative area, size, and spacing and height requirements as permanent signage within the respective zone.
- D. One permit shall be sufficient for all temporary political signs erected during any one campaign. (Ord. 448, 6-13-2005)

11-16-7: Freestanding Signs And Wall Signs

Residential Districts: Freestanding and walls signs are not allowed in residential zoning districts.

- ~~A. C-1 Zoning District: Freestanding or wall signs in the C-1 district shall be restricted to a maximum size of one and one-half (1 1/2) square feet of area per linear foot of building width, or part of a building occupied by the C-1 use, not to exceed four hundred (400) square feet in area. Exception: C-1 properties with highway frontage, may have two (2) square feet of signage per linear foot of building fronting a public street not to exceed four hundred (400) square feet in area.~~
- ~~B. C-2 Zoning District: Freestanding or wall signs in C-2 districts shall be restricted to a maximum size of four (4) feet of sign area per linear foot of building width, or part of a building occupied by the C-2 use, not to exceed four hundred (400) square feet in area.~~
- ~~C. Industrial Zoning District: Freestanding or wall signs may be illuminated, but nonflashing and shall not exceed two hundred (200) square feet in area and twenty feet (20) in height. Signs shall be limited to one per business located on the property and contain information pertaining to such business.~~

In all Commercial and Industrial Zones: The following signs shall be allowed in all commercial and industrial zones, with an approved sign permit, subject to standards as detailed below, the general provisions and requirements for all signs, and specific standards for each sign type as detailed in this chapter:

Building-Signage: Each building or business is permitted, wall, window, awning, canopy or marquee signs, and/or blade sign, subject to standards applicable to the specific sign type, provided total building signage does not exceed twenty percent (20%) of the area of the front building façade upon which the sign is placed.

Freestanding Signs: One freestanding sign meeting the height and area limitations set out herein shall be permitted for every one hundred fifty (150) linear feet of public street frontage, up to three (3) freestanding signs per development lot, subject to the height and area limits detailed herein. Where more than one freestanding sign is permitted, the total linear feet of street frontage is divided by the number of proposed signs on the development lot to determine the street frontage per sign.

Height limitation: Twenty-five feet (25) from the surface of the ground to the top of the highest part of the sign, including projections.

Area limitation per sign: Two hundred (200) square feet maximum display area.

- A. **Computer Boards:** Nothing herein provided shall prevent the use of motorized computer board signs including message signs commonly used.
- B. **Mall Type Construction:** In mall type construction, each individual business may have a maximum sized sign as herein provided.
- C. **Projection:** Projection of wall signs shall not exceed two feet (2'), measured from the face of the main building.
- D. **Illumination:** Freestanding and wall signs may be illuminated by light of constant intensity, but flashing, intermittent, rotating or moving light shall be prohibited.
- E. **Height:** The maximum allowable height of a freestanding sign is twenty five feet (25').

- F. **Preferred Sign Type:** Monument or ground signs shall be the preferred sign type in Rathdrum and should be used where they can safely be placed and they work with the site's characteristics. (Ord. 448, 6-13-2005)

11-16-8: Identification Signs

Identification signs are allowed in residential zoning districts subject to the following restrictions:

- A. **Single-family and duplex residences:** Nonilluminated residential nameplate not exceeding two (2) square feet, bearing only the name and address of the occupant, mounted flush on the dwelling structure.
- B. **Apartment houses, mobile home parks, and senior care facilities:** An illuminated sign of constant intensity light not exceeding twelve (12) square feet giving the name of the use and the address of the same.
- C. **Public buildings and parks:** Nonflashing signs not exceeding thirty two (32) square feet for public buildings.
- D. Nonflashing, nonilluminated signs for home occupations not exceeding four (4) square feet, bearing the name of the business and the name and address of the occupant. (Ord. 448, 6-13-2005)

11-16-9: Off Premises Signs

- A. The following minimum standards shall apply to all off premises signs:
 - 1. Signs, including the sign structure, shall not exceed twenty five feet (25') in height.
 - 2. Flashing lights are prohibited.
 - 3. Maximum square footage is twenty five feet (25').
 - 4. Off premises signs are limited to commercial zoning districts and require a conditional use permit. (Ord. 448, 6-13-2005)

11-16-10: Neighborhood Commercial Services Signs

Signs located in a residential zoning district pursuant to a conditional use permit for neighborhood commercial services shall be limited in size to a maximum of twenty (20) square feet and shall be located on the building or monument style. (Ord. 448, 6-13-2005)

11-16-11: Violation; Penalty

Violations of any of the provisions of this chapter or failure to comply with any of its requirements shall constitute a misdemeanor. Each day such violation continues shall be considered a separate offense. The landowner, tenant, subdivider, builder, or any other person who commits, participates in, assists in or maintains such violation may be found guilty of a separate offense. (Ord. 448, 6-13-2005)

11-16-12: Appeal Time Limit For Filing And Decision

Appeal notice shall be filed within ten (10) days after the decision or order of the planning director or his designee. The appropriate filing fee, as described in the city's fee resolution, shall accompany all appeals. The planning and zoning commission shall hear such appeal at the next regularly scheduled meeting at which the appeal request may be accommodated after filing of all required matters by appellant which shall be filed no later than twenty (20) days from the appeal notice. An appeal from a decision of the planning and zoning commission must be filed pursuant to the same time limit. (Ord. 448, 6-13-2005)

11-16-13: Planning And Zoning Commission Appeal Limitations

In determining an appeal, the planning and zoning commission shall:

- A. Allow only the minimum appeal necessary to meet the hardship or practical difficulties;
- B. Find that the granting of the appeal will not be materially detrimental to the purposes of this chapter, be injurious to the characteristics of the zone or property in the vicinity of the premises on which the signs are located or be otherwise detrimental to the objectives of the city development plans or policies;
- C. Attach such conditions to granting all or a portion of any appeal as necessary to achieve the purposes of this chapter;
- D. Give due consideration to whether or not granting all or a portion of the appeal would materially improve the safety, appearance of the sign, sign location on the building, structure or premises on which the sign is located. (Ord. 448, 6-13-2005)

11-16-14: Appeal Of Planning And Zoning Commission Decision To City Council

- A. Any person aggrieved by a final determination of the planning and zoning commission shall have the right of further appeal to the city council.
- B. An appeal to the city council must be made within ten (10) days after receiving written notice of the decision by the planning and zoning commission.
- C. Upon accepting an appeal application to the city council, the planning director, or the planning director's designee, will file the appeal with the city clerk for scheduling before the council.
- D. The council shall hear all pertinent data and make a binding determination on the parties involved. (Ord. 448, 6-13-2005)

Section 2: Severability.

This ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the ordinance before the declaration of partial invalidity.

Section 3: Effective Date.

This ordinance shall be effective up passage and publication as provided by law.

Enacted by the city council as an ordinance of the City of Rathdrum on the ___ day of _____, _____.

Approved by the Mayor in the ___ day of _____, 201_.

CITY OF RATHDRUM

Vic Holmes, Mayor

ATTEST:

Melissa Taylor, City Clerk

RATHDRUM MOUNTAIN DEVELOPMENT PLAN
PHASE 1 – MANAGEMENT, ACCESS AND SECURITY PLAN
SCOPE OF SERVICES
SEPTEMBER 30, 2015



Landmark, assisted by JUB Engineers, and the Langdon Group, as necessary, will engage with a steering committee assembled by the City to consider and confirm the initial steps of opening Rathdrum Mountain up to limited public use. To accomplish this, we anticipate the following steps:

Task 1 – Kick Off Meeting with Committee

- Presentation and discussion of tasks, and larger issues for consideration
- Formulation of goals, objectives
- Review of Public Involvement findings and Summary Document
- Time Allocation:

JM	4.5 MH
BM	6.0 MH

Task 2 – Site Visit with Committee

- 2 to 3 hr. site visit with the committee to review pertinent development sites and issues
- Visit closes with short meeting at City Hall with the committee
- Time Allocation

JM	6.0 MH
BM	5.0 MH

Task 3 – Preparation of Exhibits

- Showing the extents of initial effort
- Confirming program requirements, approximate locations, square footages, relationships
- Developing initial conceptual view with program relationships on site
- Time Allocation

JM	28.0 MH
BM	2.0 MH

Task 4 – Committee Meeting

- Review Exhibits
- Lead discussion as to implications for policy, cost, implementation
- Confirm adjustment, refinements
- Establish final policy parameters, actions
- Confirm next steps, deliverables
- Time Allocation

JM	5.0 MH
BM	5.0 MH

Task 5 – Graphic Materials Modification

- Produce adjustments to graphic exhibits in advance of council meeting
- Time Allocation

JM	10.0
BM	1.0

Task 6 – Council Presentation/Public Comment

- Present to council work output of committee with written summary – Max. 3 pages
 - Deliverables – Short summary on work of committee & next steps plus graphic exhibits
 - Time Allocation
- | | | |
|--|----|--------|
| | JM | 6.0 MH |
| | BM | 3.0 MH |

Phase 2A – Master Development Plan - TBD

Phase 2B – Construction Docs – by City of Rathdrum for initial work

JM @ 115.00/hr. 59.5 MH

BM @ 134.39/hr. 22.0 MH

Proposed Hourly Fee not to exceed: \$ 9,799.08

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

Memo

To: Rathdrum City Council
From: Kevin Jump
CC:
Date: 10.7.2015
Re: New Potable Water Production Well

Attached, please find a professional services agreement (PSA) with Welch-Comer. The PSA will allow us to move forward with the design of a new water production well in the southwest portion of Rathdrum. We have held discussions with both Don Arestad and George Thayer about the possibility of acquiring land from them. Don Arestad has verbally agreed to donate 1/4-acre to 1-acre of land to the City of Rathdrum for the new well site. But, before donating the property, it is prudent that we first determine if the land is suitable for a potable water well. Mr. Arestad has granted us permission to drill a test well at the site identified.

An exhibit is attached identifying the location of the proposed new well site.



PUBLIC WORKS
8047 W. MAIN STREET
RATHDRUM, ID 83858
P 208.687.2700
F 208.687.1377
WWW.RATHDRUM.ORG



CITY OF RATHDRUM – NEW WATER PRODUCTION WELL SITE
DESIRED SITE LOCATION

A

Task Order

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

1. Specific Project Data
 - A. Title: Rathdrum Well
 - B. Description: Part 1: City of Rathdrum (City) intends to drill a test well to determine suitability of a new site for a new municipal production well. Part 2: Pending results of Part 1, the City intends to design for a new municipal production well. The well is anticipated to be 24 inches in diameter and approximately 400 feet in depth. Part 3: City intends to design a new concrete masonry unit (CMU) well building for the new municipal production well completed in Part 2 of this scope. The design for the new well building will include interior mechanical and pumping equipment and will exclude the design of the site piping.
2. Services of Engineer
 - A. Design Phase Services
 - 1) Part 1: Test Well
 - a) Prepare a request for quote (RFQ) for a 6 inch test well at the selected site.
 - 2) Part 2: New Production Well
 - a) Pending results of the test well:
 - Attend a Kickoff Meeting with City
 - Prepare a topographic survey of the proposed well lot
 - Prepare plans and specifications for the construction of a municipal production well
 - Review draft bid documents with City
 - Prepare an Engineer's Estimate of Cost
 - Submit Finalized plans to IDEQ for review and approval
 - 3) Part 3: New Production Well Building and Equipment
 - a) Attend a Kickoff Meeting with the City.
 - b) Site Layout and Building Concept
 - Utilize input provided by the City to prepare a site layout (including the site piping) that will accommodate the well building. Prepare the well building structural design.
 - Conduct a meeting with the City to review the well building structural design and site layout.
 - Finalize the well building structural design, site layout based on the City's review and selection.
 - c) Well Pump Design
 - Select a well pump which will pump at 3000 gpm at a total dynamic head consistent with the existing water distribution network.

- Utilize the City's most current hydraulic model to confirm the pump selection and potential pressure impact of the new well pump on the existing water distribution network.
 - Analyze the feasibility (including the hydraulic impact and economics) of installation of a variable frequency drive (VFD) on the new well pump.
 - Conduct a meeting with the City and electrical subconsultant to review well pump selection and VFD analysis, and discuss heating/ventilation, electrical controls and monitoring devices, automatic transfer switch/generator sizing, and planning and provisions for a full telemetry system control panel.
 - Finalize well pump selection and utilize electrical subconsultant to prepare the pump control/electrical design (including VFD) based on input from the City.
- d) Well Building Design (Interior)
- Design the interior components of the well building (including the discharge piping and pump to waste, control valves, onsite chlorine generation system, electrical equipment, and heating/ventilation systems).
 - Conduct a meeting with the City to review the design of the interior components of the well building.
 - Prepare well building interior design based on City review.
 - Prepare bid documents/specifications for each component of Part 3 listed above.
 - Review bid documents/specifications internally (Quality Assurance/Quality Control)
 - Prepare opinion of cost.
 - Submit bid documents/specifications to City for review along with opinion of cost.
 - Finalize bid documents/specifications considering comments provided by City.

B. Bidding Phase Services

- 1) Part 1: Test Well
- a) Answer Contractor bid questions
 - b) Issue addenda and clarifications as needed
 - c) Attend bid opening
 - d) Review bids and prepare written recommendation of award

C. Construction Phase Services

- 1) Part 1: Test Well
- a) Administer construction contract.
 - b) Review water quality data for use in design of production well
 - c) Process Contractor Pay Request

D. Assumptions

- 1) Part 1: Test Well
- a) Well will generally be located 1500 feet west of Highway 41 along Lancaster Road.
 - b) Water quality testing lab fees will be paid directly by City.
 - c) Drilling permits will be obtained by Contractor.

- 2) Part 2 and 3: Production Well, Building and Equipment
 - a) Drilling permits will be obtained by Contractor.
 - b) Water right modifications will be completed by City.
 - c) The most updated hydraulic model for the water system will be provided by the City.
 - d) Subconsultant fees for electrical Subconsultants are included in this scope of services.
 - e) Bidding and Construction phase services are not included at this time, but can be added by contract amendment at a later date.
 - f) SCADA programming design and the offsite telemetry/SCADA equipment design is excluded at this time but may be added by contract amendment at a later date.
 - g) Wellhouse will be a CMU Building
 - h) Design of well building and equipment excludes design of transmission to connect the well to the City's distribution system. This may be added by contract amendment at a later date.

3. Owner's Responsibilities

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

4. Payments to Engineer

- A. Owner shall pay Engineer for services rendered as follows:

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

Part 1: Test Well

Design, Bid and Construction

Phase Services \$4,000

Part 2: Production Well

Topographic Survey \$5,200

Design Phase Services \$12,900

Part 3: Production Well Building and Equipment

Design Phase Services \$65,300

Total Lump Sum \$87,400

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

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

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

6. The Effective Date of this Task Order is _____, 2015.

OWNER:
CITY OF RATHDRUM, IDAHO

By: _____

Name: Vic Holmes

Title: Mayor

ENGINEER:
WELCH COMER & ASSOCIATES, INC.

By: _____

Name: Steven B. Cordes, P.E.

Title: Vice-President

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

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: _____

Title: _____

Address: 8047 W. Main
Rathdrum, ID, 83858

E-Mail Address: _____

Phone: 208-687-0261

Fax: 208-687-2700

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Necia Maiani, P.E.

Title: Sr. Project Manager

Address: 350 E. Kathleen Avenue
Coeur d'Alene, ID 83815

E-Mail Address: nmaiani@welchcomer.com

Phone: 208-664-9382

Fax: 208-664-5946

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF RATHDRUM, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; INCORPORATING THE IDAHO TRANSPARENT AND ETHICAL GOVERNMENT ACT; AMENDING SECTION 2-1-6 OF THE RATHDRUM MUNICIPAL CODE TO COMPLY WITH THE NEW ACT; PROVIDING SEVERABILITY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in its 2015 session, the Idaho Legislature passed the Idaho Transparent and Ethical Government Act, codified as Title 74, Idaho Code, which renumbers the Idaho Public Records Act, Open Meeting laws, Ethics in Government Act, and Prohibitions against Contracts with Officers, thereby necessitating an update to references thereto in the Rathdrum Municipal Code;

WHEREAS, The City Council of the City of Rathdrum finds that it is in the best interest of the health, safety, and welfare of the people of Rathdrum to update the following provisions of Rathdrum Municipal Code to be consistent with these recommendations and changes in the Idaho Code;

NOW, THEREOFRE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF RATHDRUM, KOOTENA COUNTY, IDAHO:

Section 1. Each and every provision of the Rathdrum Municipal Code that refers to the former provisions of the Idaho Public Records Act (I.C. §§ 9-335 through 9-352 inclusive) shall be and hereby is amended to refer to the corresponding provisions now contained in Chapter 1 of Title 74 of the Idaho Code.

Section 2. Each and every provision of the Rathdrum Municipal Code that refers to the former provisions of the Idaho Open Meeting laws (I.C. §§ 67-2340 through 67-2347 inclusive) shall be and hereby is amended to refer to the corresponding provisions now contained in Chapter 2 of Title 74 of the Idaho Code.

Section 3. Each and every provision of the Rathdrum Municipal Code that refers to the former provisions of the Idaho Ethics in government Act (I.C. §§ 59-710 through 59-705 inclusive) shall be and hereby is amended to refer to the corresponding provisions now contained in Chapter 4 of Title 74 of the Idaho Code.

Section 4. Each and every provision of the Rathdrum Municipal Code that refers to the former provisions of the Idaho Prohibitions against Contracts with Officers (I.C. §§ 59-201 through 59-210 inclusive) shall be and hereby is amended to refer to the corresponding provisions now contained in Chapter 5 of Title 74 of the Idaho Code.

Section 5. That Section 2-1-6 of the Rathdrum Municipal Code as such exists on the date of adoption of this ordinance shall be modified as follows:

2-1-6: MEETINGS:

A. Regular; Special: the planning and zoning commission shall conduct a regular meeting at least once each month, for not less than nine (9) months in a calendar year, on such day and at such time as shall be fixed by resolution of the commission. Special meetings may be called at any time by the chairperson of the commission, subject to notification requirements set forth herein.

B. Notice of Meetings: In addition to the public notice provisions of Idaho Code title 67, Chapter 65, and the subdivision and zoning titles of the city, notice of regular and special meetings, including the posting of agendas, shall be given in accordance with Idaho Code section ~~67-234374-204~~. (Ord. 374, 3-12-1996)

Section 6. The ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the ordinance before the declaration of partial invalidity.

Section 7. All provisions of the current Rathdrum Municipal Code or ordinances of the City of Rathdrum which conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 8. This ordinance shall be effective upon passage and publication as provided by law.

ENACTED by the City Council as an ordinance of the City of Rathdrum on the ____ day of _____, 2015.

APPROVED by the Mayor of the City of Rathdrum on the ____ day of _____, 2015.

CITY OF RATHDRUM

Victor Holmes, Mayor

ATTEST:

Melissa Taylor, City Clerk/Treasurer

PUBLIC WORKS DEPARTMENT

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

Memo

To: City Council
From: Staci Armes 
CC: Kevin Jump
Date: October 14, 2015
Re: North Ranch at Corbin Crossing 3rd Addition

We received the final plat for North Ranch at Corbin Crossing 3rd Addition. We have reviewed the plat and have found it to be satisfactory.

The developer has made significant improvements to the property. The developer has indicated that he will be posting an acceptable surety as provided by City Code for the remaining incomplete infrastructure. We have not yet received the acceptable surety for the incomplete work.

The contractor has indicated that he intends to have the remaining work completed by spring 2016.

We are herein seeking Council's permission for Mayor Holmes to sign the final plat (mylars), subject to our receipt of an acceptable surety and warranties. When the performance surety is received, we will forward it to John Cafferty for his review.



CITY OF RATHDRUM

Planning and Zoning Commission Recommendation to City Council

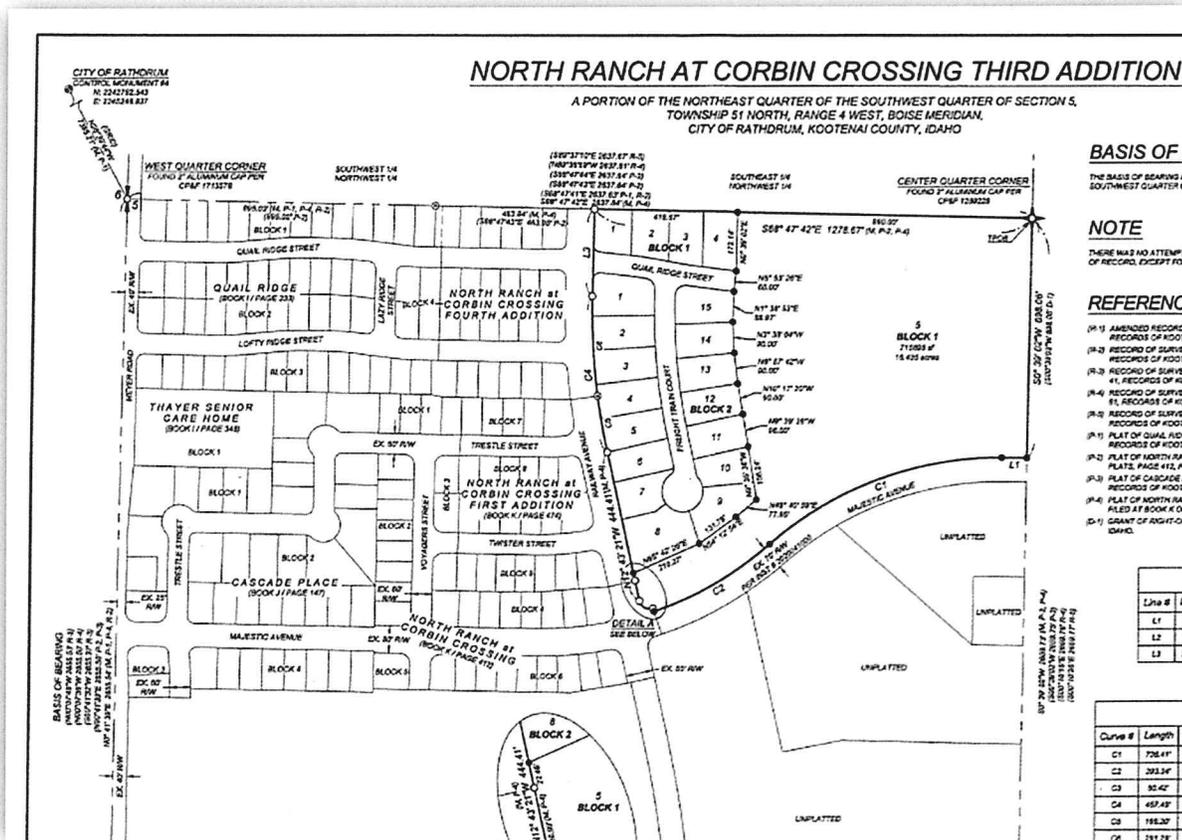
Wednesday, October 14, 2015

Final Plat-North Ranch at Corbin Crossing, 3rd Addition

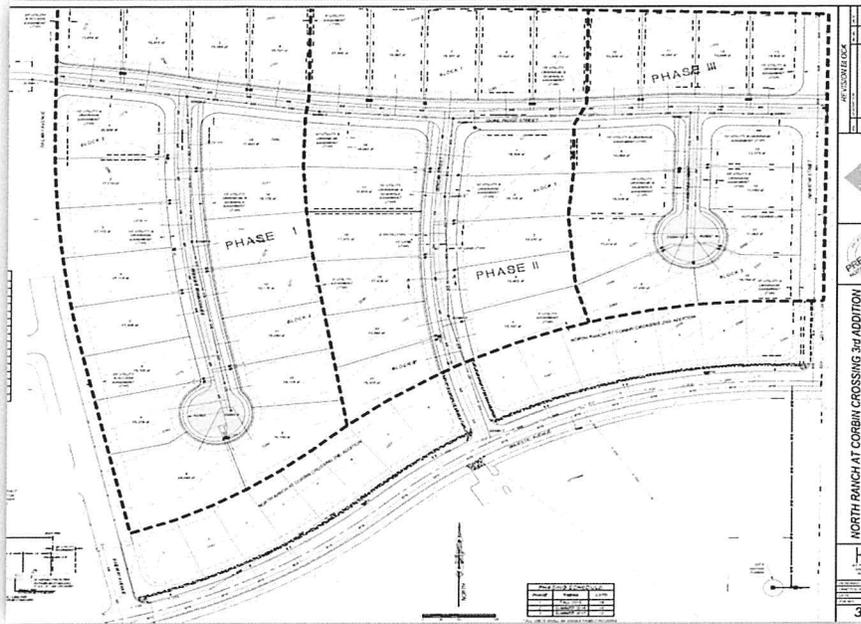
PROJECT PROPOSAL

The original proposal was to subdivide the property into 47 lots, located on approximately 22 acres. North Ranch at Corbin Crossing, 3rd Addition Final Plat is the designated Phase 1 of the original preliminary plat that was reviewed and approved by city council on 3-11-15.

Final Plat, Phase 1



Phasing



Proposed phasing of the project into 3 phases was proposed and approved by city council on 3-11-15.

Phase 1- 19 lots

Phase 2- 16 lots

Phase 3- 12 lots

Development Agreement: An agreement setting forth parameters of development reflecting city code requirements and terms and conditions tied to the preliminary plat was approved by City Council on March 11, 2015. The terms of the agreement also addresses required improvements for Phase 1 to assure its integrity as a stand-alone project.

Final Plat

The final plat for the Phase 1, of North Ranch at Corbin Crossing, 3rd Addition has been reviewed by staff and found to reflect the approved preliminary plat and phasing.

PLANNING AND ZONING MOTION:

On September 16, 2015, The Planning and Zoning Commission's recommendation to the City Council was to conditionally approve 3rd Addition, Phase 1 of North Ranch at Corbin Crossing granted that they complete all infrastructures or provide performance sureties and warranties per Section 12-3-3-2 E and F of City Code. They have complied with City Code Sections 12-3-3-2 A-D. Below are the following guidelines the Planning and Zoning reviewed to make their recommendation to the City Council.

Section 12-3-3-2

- A. *Establish Standards: The final plat meets all standards established by Idaho Code and this title relating to final plats, including the checklist, which can be modified by the council.*

B. Conformance With Preliminary Plat:

1. *The final plat is essentially the same as the preliminary plat and that the conditions imposed when the preliminary plat was approved have been met.*
2. *Notwithstanding any other provision of this title, the city engineer, public works director or city council may recommend modifications of the preliminary plat up to the time of council approval of the final plat.*

C. Certificates and Statements of Approval: *The final plat bears the certificates and statements of approval required by this title.*

D. Title Report: *The applicant has submitted a title report, from a title insurance company authorized to do business in the state, confirming that title of the land in the proposed subdivision is vested in the name of the owner whose signature appears on the plat.*

E. Required Improvements and Facilities: *The facilities and improvements required to be provided by the subdivider have been completed and that the costs incurred by the city for plan, specification or drawing review and approval or construction inspection have been paid by the subdivider, or that the subdivider has provided an irrevocable letter of credit or other suitable guarantee acceptable to the city in an amount of one hundred fifty percent (150%) of the estimated cost as approved by the city engineer and with responsible sureties commensurate with improvements remaining to be done and costs to be paid, securing to the city the construction and installation of the improvements and payment of the costs which will be or have been incurred by the city within the fixed time period established by the council.*

F. Warranty:

1. *Water and Sewer: The subdivider has provided a standard written warranty that the required water and sewer improvements and facilities will be free from defects in material and workmanship for a period of one year from the date of acceptance of the improvements by the city, secured by a performance bond in the amount of twenty five percent (25%) of the actual construction cost of the warranted improvements and facilities.*
2. *Street Improvements: The subdivider has provided a warranty that the required street improvements will be free from defects in material and workmanship for a period of two (2) years from the date of acceptance of the improvements by the city, secured by a performance bond in the amount of twenty five percent (25%) of the actual construction cost of the warranted improvements.*

CITY COUNCIL MOTION POTENTIAL MOTION:

APPROVAL: I move that the final plat for North Ranch at Corbin Crossing 3rd Addition, Phase 3 be approved when all subdivision development requirements are met as set forth in the development agreement and Rathdrum City Code.

DENIAL: I move that the final plat for North Ranch Corbin Crossing 3rd Addition, Phase 3 be denied, finding that it is not in accord with Rathdrum City Code.

Basis for denial is: _____

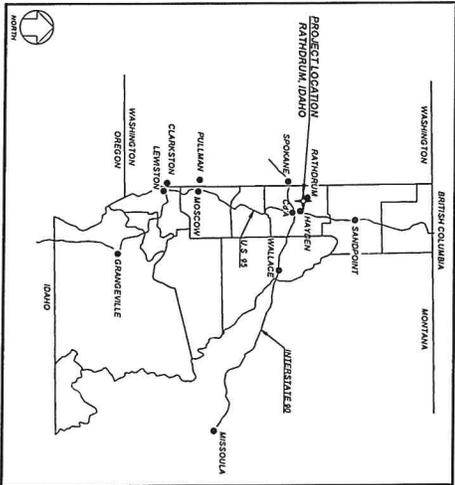
ATTACHMENTS

1. Original Preliminary Plat
2. Original Preliminary Plat Phasing
3. 3rd Addition Final Plat

ATTACHMENT 1
ORIGINAL PRELIMINARY PLAT

NORTH RANCH AT CORBIN CROSSING 3rd ADDITION

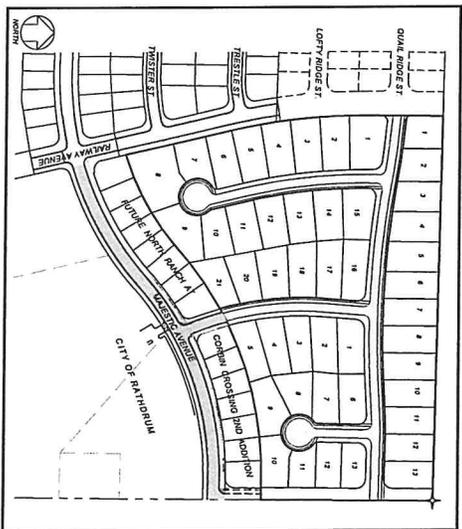
PRELIMINARY PLAT (REV 3/4/2015)
CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO



VICINITY MAP
N15



PROJECT LOCATION
1" = 400'



PROJECT SITE
1" = 200'

PROJECT DEVELOPER

CORBIN RANCH CONSTRUCTION, INC.
400 CANTON COURT
RATHDRUM, IDAHO 83859
PHONE: (208) 726-5529

PROJECT SITE

PARCEL No. R-0000-003-0000

UTILITY CONTACT LIST

AVISTA (208) (208) 799-1340
TRUIE WATSON CABLE (COMM) (208) 784-4332
FRONTIER (COMM) (208) 773-1349
KOOTENAI ELECTRIC CO-OP (POWER) (208) 762-1143

SEWER PURVEYOR

CITY OF RATHDRUM - PUBLIC WORKS DEPARTMENT
801 WEST MAIN STREET
RATHDRUM, IDAHO 83859
PHONE: (208) 812-0291

WATER PURVEYOR

CITY OF RATHDRUM - PUBLIC WORKS DEPARTMENT
801 WEST MAIN STREET
RATHDRUM, IDAHO 83859
PHONE: (208) 812-0291

CIVIL ENGINEER

LANE CITY ENGINEERING, INC.
3009 N. SCHNEIDER WAY, SUITE 4
RATHDRUM, IDAHO 83859
PHONE/FAX: (208) 878-0230

INDEX OF SHEETS

1. TITLE SHEET
2. PRELIMINARY PLAT
3. PRELIMINARY STREET AND UTILITY PLAN

VERTICAL DATUM

RATHDRUM SPOTS IN THE NORTH FACE OF A POWER POLE AT THE
SOUTHWEST CORNER OF PROJECT ROAD AND MEYER ROAD
ELEVATION: 3233.92 (MVD 20)



DESIGNED BY	DATE	SCALE
LANE	3/20/15	AS SHOWN
DRAWN BY <td>DATE <td>SCALE </td></td>	DATE <td>SCALE </td>	SCALE
LANE	3/20/15	AS SHOWN

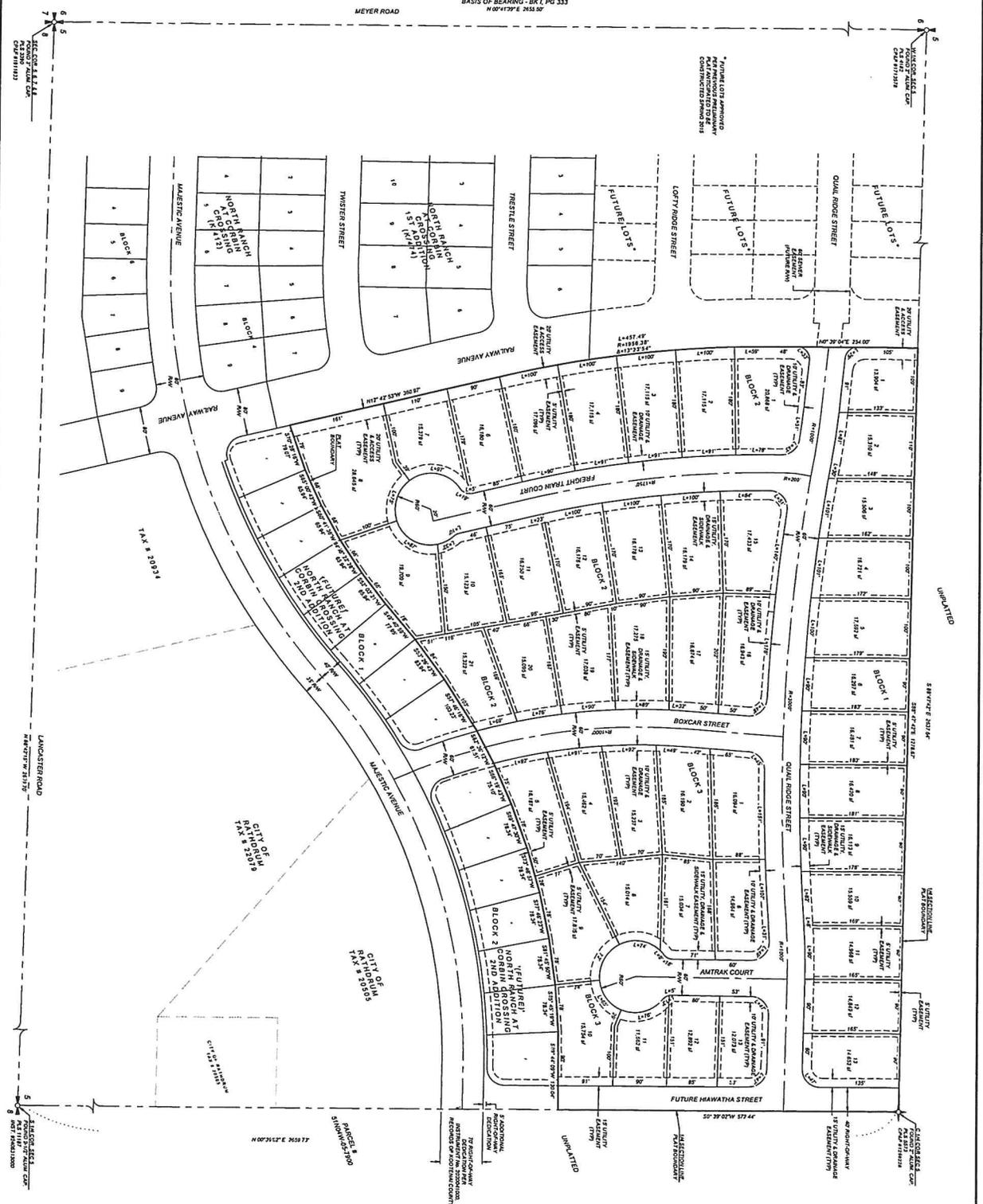
NORTH RANCH AT CORBIN CROSSING 3rd ADDITION

TITLE SHEET
RATHDRUM, IDAHO



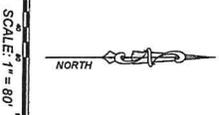
REVISION BLOCK		
NO.	DESCRIPTION	INITIAL DATE

BASIS OF BEARING - BK 1, PG 333
N 0° 41' 20" E 265.50'



PROJECT MATRIX

TOTAL PROJECT AREA:	31.80 AC
# OF RESIDENTIAL LOTS:	47
DENSITY:	2.14 units/acre
SMALLEST LOT:	11,580 SF
LARGEST LOT:	26,865 SF
MINIMUM LOT SIZE:	11,580 SF
ZONING:	R-3



NO. 1	DATE	DESCRIPTION
2	08/11/2015	PRELIMINARY PLAT
3	08/11/2015	REVISION BLOCK

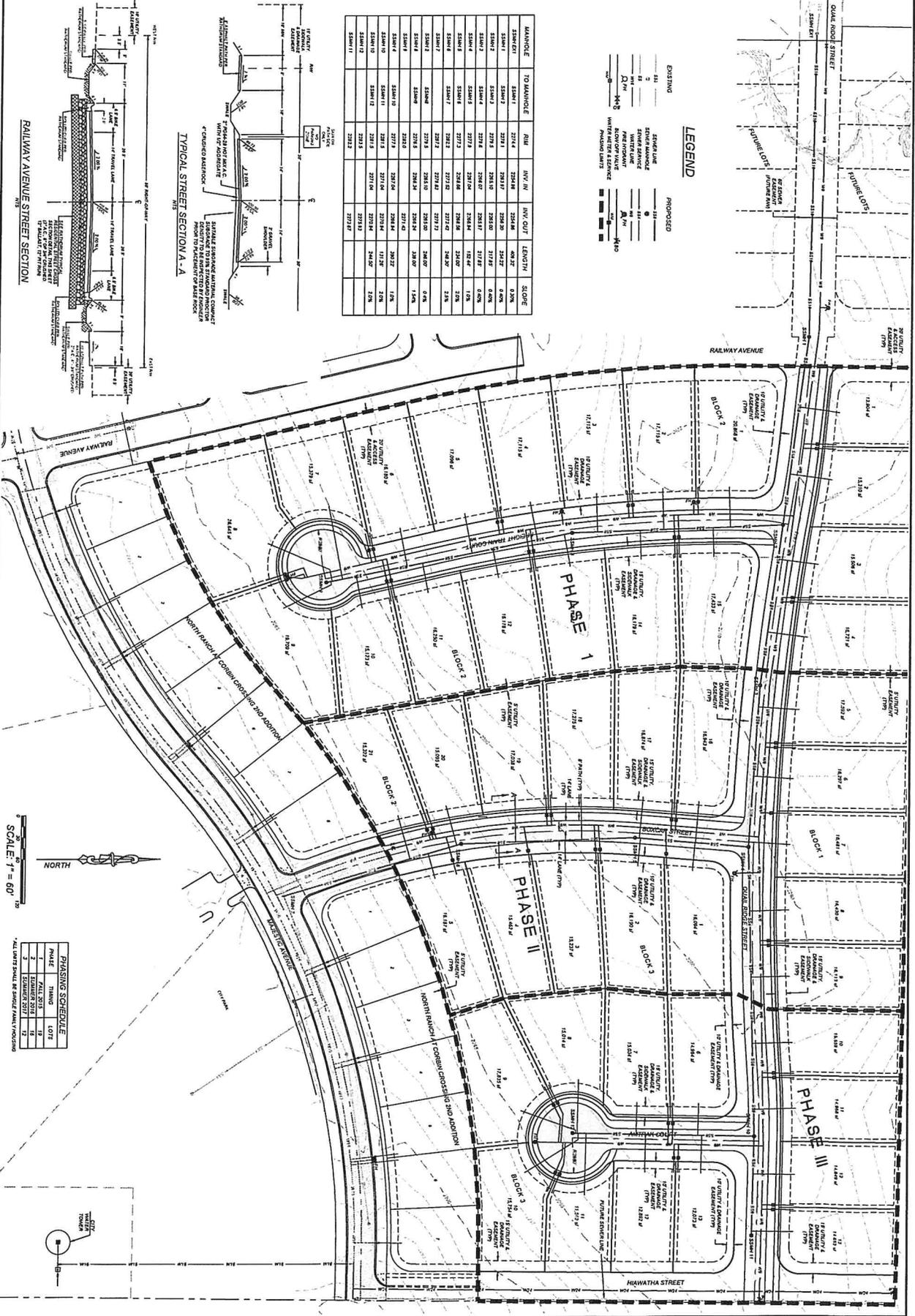
NORTH RANCH AT CORBIN CROSSING 3RD ADDITION

PRELIMINARY PLAT
RATHDRUM, IDAHO



REVISION BLOCK

NO.	DESCRIPTION	INITIAL	DATE



STATION	TO MARKING	RAIL	INV. IN	INV. OUT	LENGTH	GRADE
230+00	230+00	230+00	230+00	230+00	0.00	2.00%
230+10	230+10	230+10	230+10	230+10	0.00	2.00%
230+20	230+20	230+20	230+20	230+20	0.00	2.00%
230+30	230+30	230+30	230+30	230+30	0.00	2.00%
230+40	230+40	230+40	230+40	230+40	0.00	2.00%
230+50	230+50	230+50	230+50	230+50	0.00	2.00%
230+60	230+60	230+60	230+60	230+60	0.00	2.00%
230+70	230+70	230+70	230+70	230+70	0.00	2.00%
230+80	230+80	230+80	230+80	230+80	0.00	2.00%
230+90	230+90	230+90	230+90	230+90	0.00	2.00%
231+00	231+00	231+00	231+00	231+00	0.00	2.00%
231+10	231+10	231+10	231+10	231+10	0.00	2.00%
231+20	231+20	231+20	231+20	231+20	0.00	2.00%
231+30	231+30	231+30	231+30	231+30	0.00	2.00%
231+40	231+40	231+40	231+40	231+40	0.00	2.00%
231+50	231+50	231+50	231+50	231+50	0.00	2.00%
231+60	231+60	231+60	231+60	231+60	0.00	2.00%
231+70	231+70	231+70	231+70	231+70	0.00	2.00%
231+80	231+80	231+80	231+80	231+80	0.00	2.00%
231+90	231+90	231+90	231+90	231+90	0.00	2.00%
232+00	232+00	232+00	232+00	232+00	0.00	2.00%

PHASING SCHEDULE

PHASE	THAWING	LOTT
1	FALL 2015	15
2	FALL 2015	15
3	FALL 2015	15

*ALL LOTS SHALL BE SAVED FROM PHASING

NO.	DESCRIPTION	INITIAL	DATE

NORTH RANCH AT CORBIN CROSSING 3rd ADDITION

PRELIMINARY STREET AND UTILITY PLAN
RATHDRUM, IDAHO



REVISION BLOCK

NO.	DESCRIPTION	INITIAL	DATE

ATTACHMENT 2
ORIGINAL PRELIMINARY PLAT PHASING

ATTACHMENT 3
3rd ADDITION FINAL PLAT

NORTH RANCH AT CORBIN CROSSING THIRD ADDITION

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5,
TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
INSTRUMENT NO: _____

BASIS OF BEARING

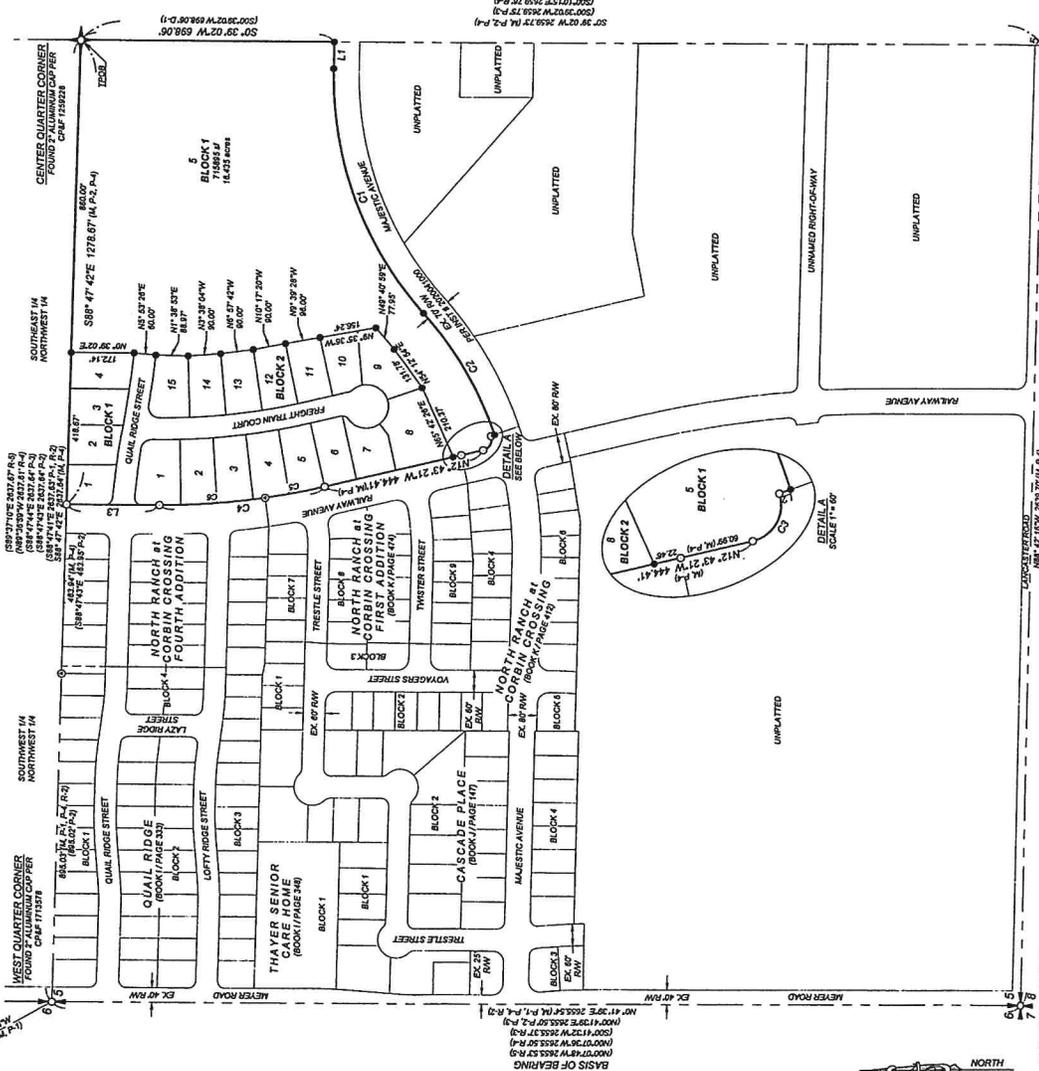
THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 13° 12' 00" EAST, SHOWN HEREON AND ON (P. 1) AS THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5.

NOTE

THESE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS NOT OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

REFERENCE DOCUMENTS

- (R-1) AMENDED RECORD OF SURVEY PREPARED BY FRAME & SMETANA, PA AND FILED AT BOOK 88 OF SURVEYS, PAGE 94, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY LAKE CITY ENGINEERING, INC. AND FILED AT BOOK 22 OF SURVEYS, PAGE 74, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) RECORD OF SURVEY PREPARED BY WELCH, CONNER & ASSOCIATES, INC. AND FILED AT BOOK 20 OF SURVEYS, PAGE 41, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-4) RECORD OF SURVEY PREPARED BY WELCH, CONNER & ASSOCIATES, INC. AND FILED AT BOOK 11 OF SURVEYS, PAGE 81, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-5) RECORD OF SURVEY PREPARED BY STANTON LAND SERVICES, INC. AND FILED AT BOOK 27 OF SURVEYS, PAGE 94, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-6) RECORD OF SURVEY PREPARED BY LAKE CITY ENGINEERING, INC. AND FILED AT BOOK 1 OF PLATS, PAGE 331, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-7) PLAT OF NORTH RANCH IS CORBIN CROSSING PREPARED BY FRAME & SMETANA, PA AND FILED AT BOOK K OF PLATS, PAGE 10, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-8) PLAT OF CASCADE PLACE PREPARED BY E.G. SMITH, PECC, #3336 AND FILED AT BOOK J OF PLATS, PAGE 147, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-9) PLAT OF NORTH RANCH IS CORBIN CROSSING FIRST ADDITION PREPARED BY LAKE CITY ENGINEERING, INC. AND FILED AT BOOK 10 OF PLATS, PAGE 10, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-1) GRANT OF RIGHT-OF-WAY DEED UNDER INSTRUMENT NO. 202004003, RECORDS OF KOOTENAI COUNTY, IDAHO.



Line Table			
Line #	Length	Direction	Record Data
L1	73.12	N89°21'02\"	(S89°21'02\" E 73.12 D-1)
L2	8.87	N1°00'11\" W	(N1°00'11\" W 8.87 D-1)
L3	233.87	N0°39'04\" E	(N0°39'04\" E 233.87 D-1)

Curve Table			
Curve #	Radius	Chord	Bearing
C1	726.47	1000.00	47°13'30\"
C2	393.24	1000.00	23°06'45\"
C3	56.47	30.00	98°17'21\"
C4	437.47	1863.00	17°22'30\"
C5	163.37	1863.00	47°13'30\"
C6	291.27	1863.00	87°30'55\"

LEGEND

- SET 5/8\" 2\" PEGS WITH YELLOW PLASTIC CAP MARKED 'S 6 41E'
- SET 5/8\" 2\" PEGS WITH YELLOW PLASTIC CAP MARKED 'S 6 41E'
- SET 1/2\" X 2\" PEGS WITH YELLOW PLASTIC CAP MARKED 'S 6 41E'
- FOUND 5/8\" PEGS WITH PVC CAP MARKED 'S 6 41E'
- FOUND 5/8\" PEGS WITH 2\" ALUMINUM CAP MARKED 'S 6 41E'
- FOUND 5/8\" PEGS WITH PLASTIC CAP MARKED 'S 6 41E'
- △ CALCULATED POINT, NOTHING FOUND OR SET

1

LANT CITY ENGINEERING

300 N. SCHREIBER HWY. STE. 4
COEUR D'ALENE, IDAHO 83815
PHONE: 208-762-0220

3

SCALE: 1\" = 200'

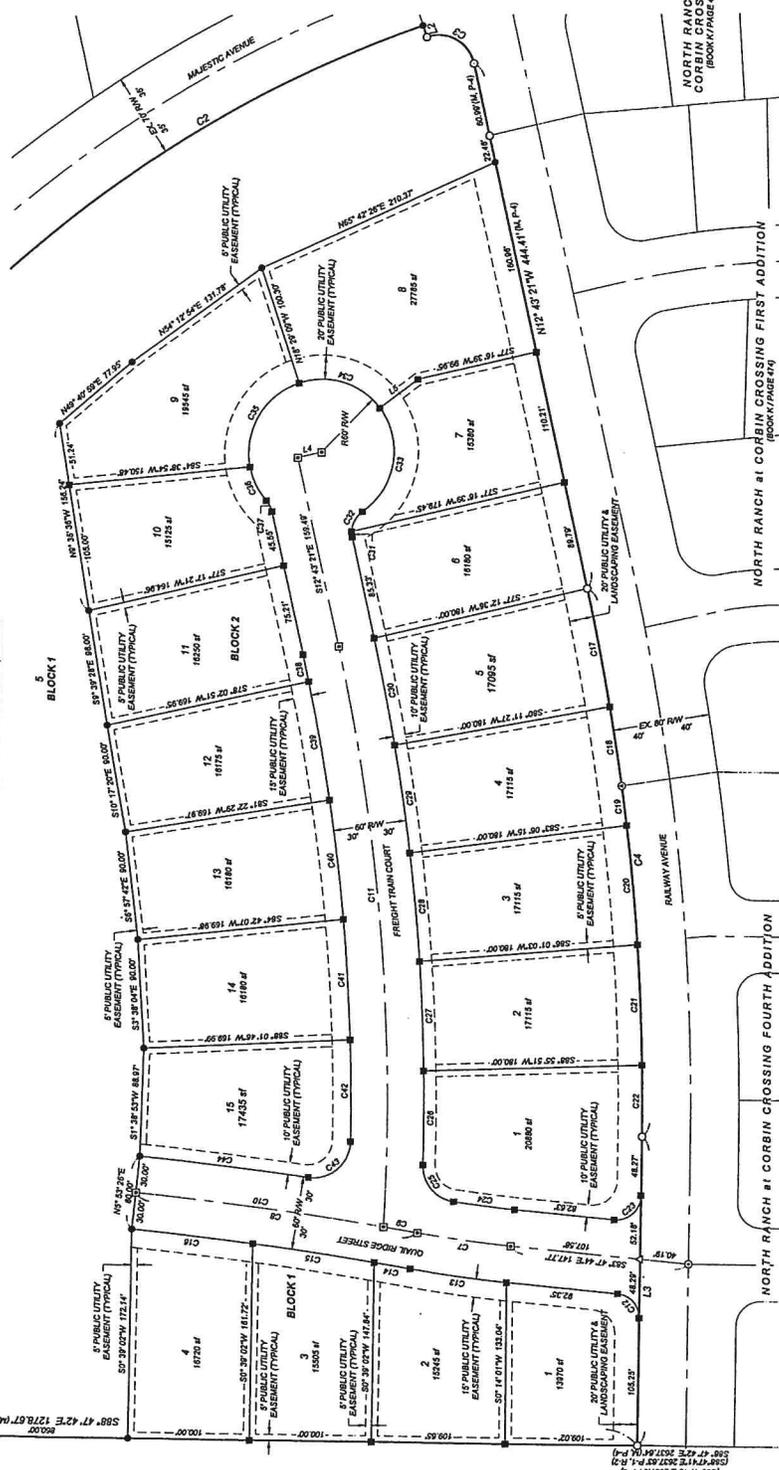
SOUTHWEST CORNER
FOUNDED ALUMINUM CAP
PER CAMP 1911633

SOUTHWEST CORNER
FOUNDED ALUMINUM CAP
PER CAMP 240813000

NORTH RANCH AT CORBIN CROSSING THIRD ADDITION

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5,
TOWNSHIP 51 NORTH, RANGE 4 WEST, MERIDIAN,
CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
INSTRUMENT NO. _____



LEGEND

- SET 5/8" X 3/4" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 418"
- SET 5/8" X 3/4" REBAR WITH "Y" ALUMINUM CAP MARKED "PLS 418"
- FOUND 5/8" REBAR WITH P/C CAP MARKED "PLS 418"
- FOUND 5/8" REBAR WITH P/C CAP MARKED "PLS 538"
- FOUND 5/8" REBAR WITH P-ALUMINUM CAP MARKED "PLS 418"
- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 418"
- △ CALCULATED POINT, NOTHING FOUND OR SET

NOTE

UTILITY EASEMENTS ADJACENT TO RIGHTS-OF-WAY AND ADJACENT TO BARRIERS ARE DEDICATED FOR USE BY PUBLIC UTILITIES. ANY YELLOW CAPS NOT LIMITED TO SEWER, WATER, ETC. INTERPRETATION OF PROHIBIT THESE USES WITHIN EASEMENT AREAS IS PROHIBITED.

Line #	Length	Direction
L1	75.17	N07°02'10"W
L2	8.87	N07°02'10"W
L3	25.33	N07°02'10"W
L4	20.00	S77°16'39"W
L5	38.87	S52°56'17"W



SCALE: 1" = 80'

Curve #	Length	Radius	Delta	Chord	Bearing
C33	84.86	80.00	87°18'57"	84.84	S00°33'39"W
C34	74.80	80.00	77°25'57"	75.05	S72°50'17"E
C35	84.82	80.00	87°01'10"	78.27	N00°00'00"E
C36	10.11	20.00	28°57'14"	10.00	N08°24'39"W
C37	10.11	20.00	28°57'14"	10.00	S77°10'00"E
C38	22.80	1750.00	0°45'47"	22.80	S12°20'28"E
C39	98.88	1750.00	3°19'38"	98.87	S10°17'42"E
C40	98.88	1750.00	3°19'38"	98.87	S08°30'07"E
C41	98.88	1750.00	3°19'38"	98.87	S07°13'49"E
C42	83.82	1750.00	2°47'32"	83.82	S05°23'52"E
C43	81.32	3000.00	0°40'09"	81.32	S49°10'25"W
C44	139.81	3000.00	7°30'44"	139.80	S42°30'17"E

Curve #	Length	Radius	Delta	Chord	Bearing
C18	33.12	1800.00	0°58'50"	33.12	S07°32'02"E
C19	90.86	1800.00	3°04'46"	90.85	S07°30'02"E
C20	90.86	1800.00	3°04'46"	90.85	S07°30'02"E
C21	90.86	1800.00	3°04'46"	90.85	S07°30'02"E
C22	58.85	1800.00	1°52'15"	58.85	S07°30'02"E
C23	33.38	30.00	89°33'17"	33.38	S45°30'00"W
C24	50.84	870.00	3°00'10"	50.83	N04°13'39"W
C25	43.04	30.00	87°12'00"	43.04	N04°13'39"W
C26	77.32	1750.00	2°29'20"	77.31	S07°10'05"W
C27	90.81	1750.00	2°54'48"	90.82	S07°13'49"E
C28	90.81	1750.00	2°54'48"	90.82	S07°13'49"E
C29	90.81	1750.00	2°54'48"	90.82	S07°13'49"E
C30	80.30	1750.00	2°54'48"	80.30	S07°13'49"E
C31	4.17	30.00	1°32'04"	4.17	N07°00'00"W
C32	18.01	30.00	6°12'38"	18.02	N07°00'00"W

Curve #	Length	Radius	Delta	Chord	Bearing
C2	303.34	1000.00	2°35'11"	300.81	S58°42'39"W
C4	47.87	1800.00	1°22'30"	46.46	N07°02'10"W
C7	71.82	1000.00	0°52'47"	71.80	S81°34'21"E
C8	24.10	3000.00	0°29'21"	24.13	S81°35'21"E
C9	24.10	3000.00	0°29'21"	24.07	S81°35'21"E
C10	208.12	3000.00	1°58'12"	206.08	S81°15'17"E
C11	483.00	1750.00	1°34'00"	481.65	S04°48'51"E
C12	28.48	20.00	84°12'48"	28.48	S41°34'02"E
C13	78.81	1000.00	0°52'47"	78.80	N01°34'21"W
C14	28.50	3000.00	0°29'21"	28.53	S77°30'21"E
C15	101.10	3000.00	1°57'01"	101.09	S67°04'17"E
C16	100.80	3000.00	1°56'48"	100.84	S67°05'08"E
C17	88.88	1800.00	2°54'48"	88.87	S11°10'01"E
C18	88.88	1800.00	2°54'48"	88.87	S08°30'16"E

2

3

CHECKED BY: _____
 DRAFTED BY: _____
 SCALE: 1" = 80'
 DATE: 08/12/2013
 JOB NO: _____

LAKE CITY ENGINEERING

 3900 N. SCHREIER WAY, STE. 4
 COEUR D'ALENE, IDAHO 83814
 (208) 666-6000

PUBLIC WORKS DEPARTMENT

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

Memo

To: City Council
From: Staci Armes 
CC: Kevin Jump
Date: October 14, 2015
Re: North Ranch at Corbin Crossing 4th Addition

We received the final plat for North Ranch at Corbin Crossing 4th Addition. We have reviewed the plat and have found it to be satisfactory.

The developer has made significant improvements to the property. The developer has indicated that he will be posting an acceptable surety as provided by City Code for the remaining incomplete infrastructure. We have not yet received the acceptable surety for the incomplete work.

The contractor has indicated that he intends to have the remaining work completed by spring 2016.

We are herein seeking Council's permission for Mayor Holmes to sign the final plat (mylars), subject to our receipt of an acceptable surety and warranties. When the performance surety is received, we will forward it to John Cafferty for his review.



CITY OF RATHDRUM

Planning and Zoning Commission Recommendation to City Council

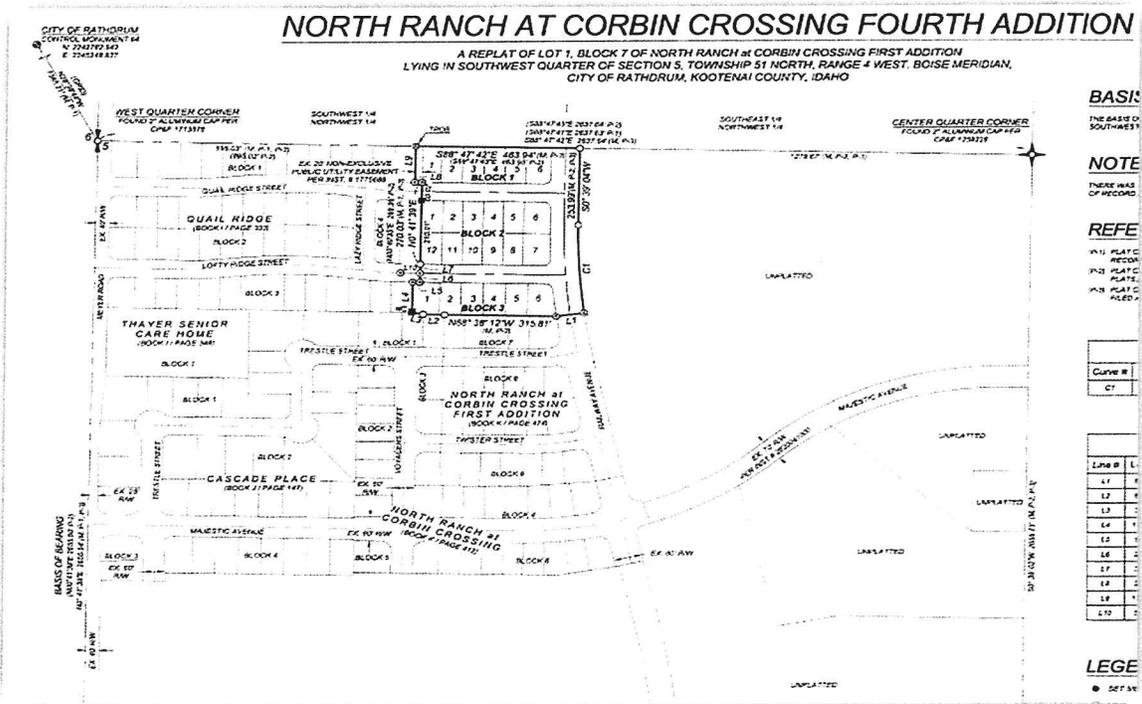
Wednesday, October 14, 2015

Final Plat-North Ranch at Corbin Crossing 4th Addition

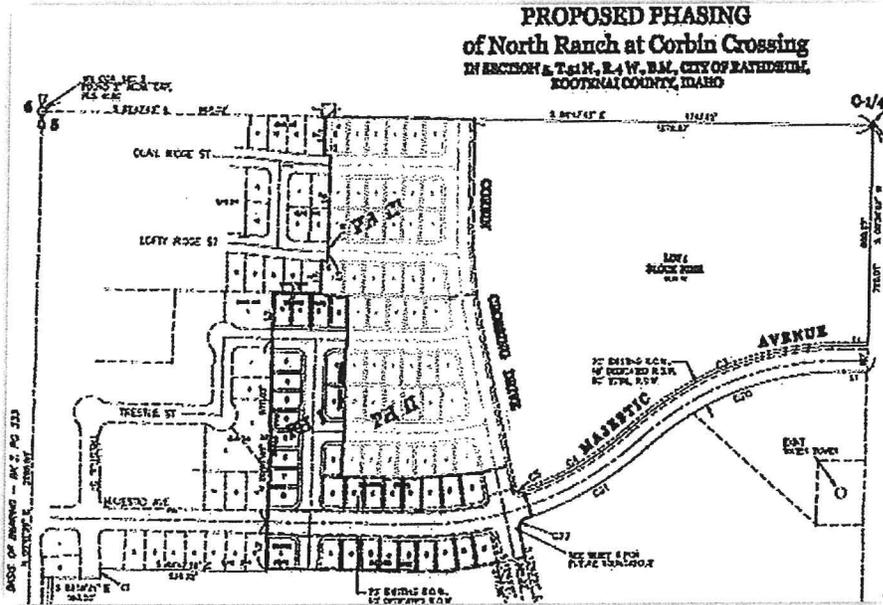
PROJECT PROPOSAL

The original proposal was to subdivide the property into 84 lots, located on approximately 91 acres with 81 of the lots designed for residential development and 3 of the large lots to be held for future subdivision. North Ranch at Corbin Crossing, 4th Addition Final Plat is the designated Phase 3 of the original preliminary plat that was reviewed and approved by city council on 2-10-09.

Final Plat, Phase 3



Phasing



Proposed phasing of the project into 3 phases was proposed and approved by city council on 9-11-09.

Phase 1- 33 lots

Phase 2- 24 lots

Phase 3-24 lots

Development Agreement: An agreement setting forth parameters of development reflecting city code requirements and terms and conditions tied to the preliminary plat was approved by City Council on January 20, 2010. The terms of the agreement also addresses required improvements for Phase 3 to assure its integrity as a stand-alone project.

Final Plat

The final plat for the Phase 3, of North Ranch at Corbin Crossing, 4th Addition has been reviewed by staff and found to reflect the approved preliminary plat and phasing.

PLANNING AND ZONING MOTION:

On September 16, 2015, The Planning and Zoning Commission's recommendation to the City Council was to conditionally approve 4th Addition, Phase 3 of North Ranch at Corbin Crossing granted that they complete all infrastructures or provide performance sureties and warranties per Section 12-3-3-2 E and F of City Code. They have complied with City Code Sections 12-3-3-2 A-D. Below are the following guidelines the Planning and Zoning reviewed to make their recommendation to the City Council.

Section 12-3-3-2

- A. *Establish Standards: The final plat meets all standards established by Idaho Code and this title relating to final plats, including the checklist, which can be modified by the council.*

B. Conformance With Preliminary Plat:

- 1. The final plat is essentially the same as the preliminary plat and that the conditions imposed when the preliminary plat was approved have been met.*
- 2. Notwithstanding any other provision of this title, the city engineer, public works director or city council may recommend modifications of the preliminary plat up to the time of council approval of the final plat.*

C. Certificates and Statements of Approval: The final plat bears the certificates and statements of approval required by this title.

D. Title Report: The applicant has submitted a title report, from a title insurance company authorized to do business in the state, confirming that title of the land in the proposed subdivision is vested in the name of the owner whose signature appears on the plat.

E. Required Improvements and Facilities: The facilities and improvements required to be provided by the subdivider have been completed and that the costs incurred by the city for plan, specification or drawing review and approval or construction inspection have been paid by the subdivider, or that the subdivider has provided an irrevocable letter of credit or other suitable guarantee acceptable to the city in an amount of one hundred fifty percent (150%) of the estimated cost as approved by the city engineer and with responsible sureties commensurate with improvements remaining to be done and costs to be paid, securing to the city the construction and installation of the improvements and payment of the costs which will be or have been incurred by the city within the fixed time period established by the council.

F. Warranty:

- 1. Water and Sewer: The subdivider has provided a standard written warranty that the required water and sewer improvements and facilities will be free from defects in material and workmanship for a period of one year from the date of acceptance of the improvements by the city, secured by a performance bond in the amount of twenty five percent (25%) of the actual construction cost of the warranted improvements and facilities.*
- 2. Street Improvements: The subdivider has provided a warranty that the required street improvements will be free from defects in material and workmanship for a period of two (2) years from the date of acceptance of the improvements by the city, secured by a performance bond in the amount of twenty five percent (25%) of the actual construction cost of the warranted improvements.*

CITY COUNCIL MOTION POTENTIAL MOTION:

APPROVAL: I move that the final plat for North Ranch at Corbin Crossing 4th Addition, Phase 1 be approved when all subdivision development requirements are met as set forth in the development agreement and Rathdrum City Code.

DENIAL: I move that the final plat for North Ranch Corbin Crossing 4th Addition, Phase 1 be denied, finding that it is not in accord with Rathdrum City Code.

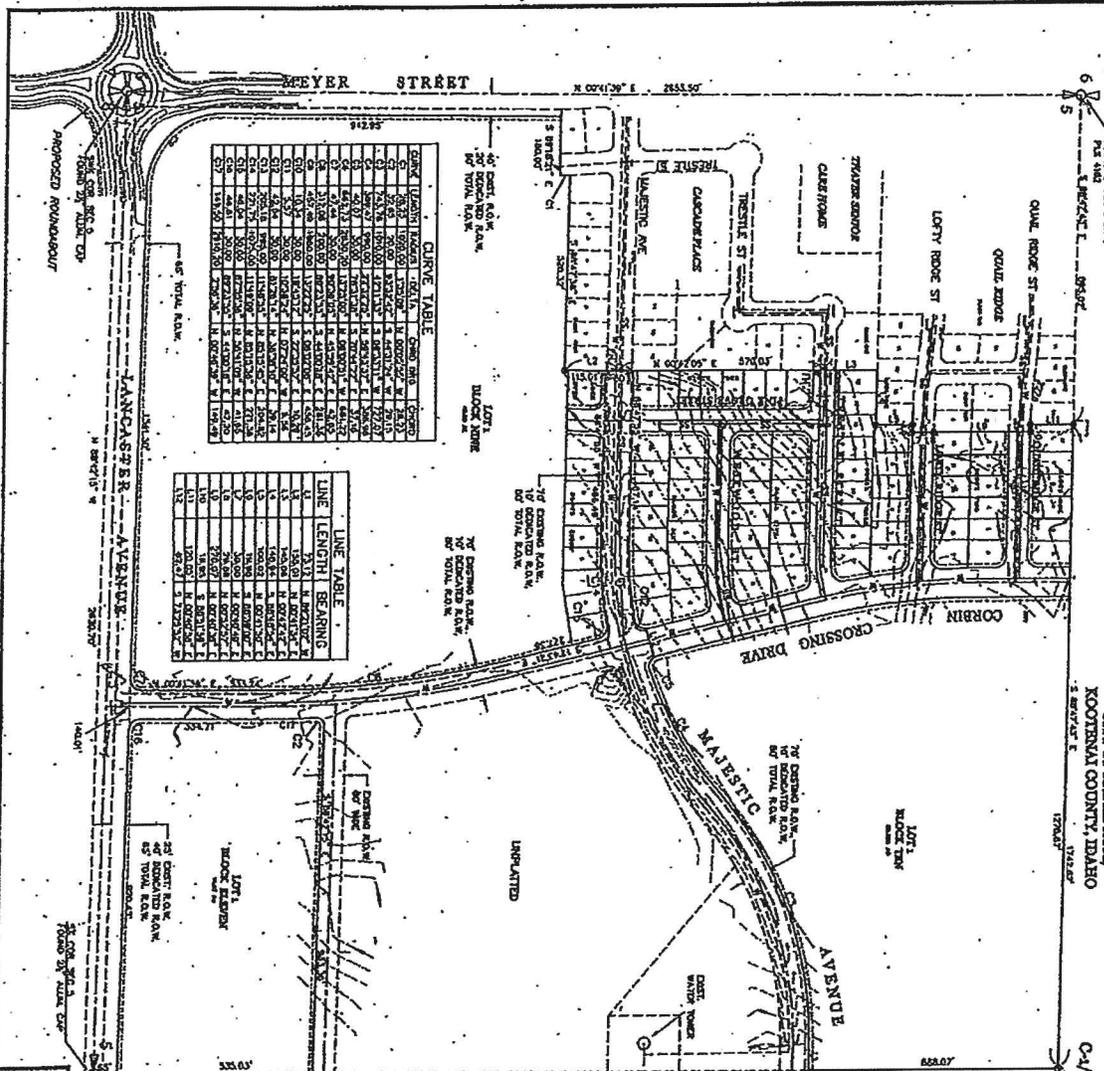
Basis for denial is: _____

ATTACHMENTS

1. Original Preliminary Plat
2. Original Preliminary Plat Phasing
3. 4th Addition Final Plat

ATTACHMENT 1
ORIGINAL PRELIMINARY PLAT

Preliminary plat of
 North Ranch at Corbin Crossing
 IN SECTION 5, T-5S N., R-4-W., E-4E,
 CITY OF PALMERBROOK,
 KOOTENAI COUNTY, IDAHO



CURVE TABLE

CHORD	LENGTH	BEARING	CHORD BEARING	CHORD DIST.	CHORD BEARING
1	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
2	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
3	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
4	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
5	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
6	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
7	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
8	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
9	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
10	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
11	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
12	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
13	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
14	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
15	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
16	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
17	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
18	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
19	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
20	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
21	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
22	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
23	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
24	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
25	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
26	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
27	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
28	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
29	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
30	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
31	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
32	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
33	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
34	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
35	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
36	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
37	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
38	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
39	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
40	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
41	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
42	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
43	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
44	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
45	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
46	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
47	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
48	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
49	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E
50	100.00	N 00° 00' 00" E	N 00° 00' 00" E	100.00	N 00° 00' 00" E

LINE TABLE

LINE NO.	LENGTH	BEARING
1	100.00	N 00° 00' 00" E
2	100.00	N 00° 00' 00" E
3	100.00	N 00° 00' 00" E
4	100.00	N 00° 00' 00" E
5	100.00	N 00° 00' 00" E
6	100.00	N 00° 00' 00" E
7	100.00	N 00° 00' 00" E
8	100.00	N 00° 00' 00" E
9	100.00	N 00° 00' 00" E
10	100.00	N 00° 00' 00" E
11	100.00	N 00° 00' 00" E
12	100.00	N 00° 00' 00" E
13	100.00	N 00° 00' 00" E
14	100.00	N 00° 00' 00" E
15	100.00	N 00° 00' 00" E
16	100.00	N 00° 00' 00" E
17	100.00	N 00° 00' 00" E
18	100.00	N 00° 00' 00" E
19	100.00	N 00° 00' 00" E
20	100.00	N 00° 00' 00" E
21	100.00	N 00° 00' 00" E
22	100.00	N 00° 00' 00" E
23	100.00	N 00° 00' 00" E
24	100.00	N 00° 00' 00" E
25	100.00	N 00° 00' 00" E
26	100.00	N 00° 00' 00" E
27	100.00	N 00° 00' 00" E
28	100.00	N 00° 00' 00" E
29	100.00	N 00° 00' 00" E
30	100.00	N 00° 00' 00" E
31	100.00	N 00° 00' 00" E
32	100.00	N 00° 00' 00" E
33	100.00	N 00° 00' 00" E
34	100.00	N 00° 00' 00" E
35	100.00	N 00° 00' 00" E
36	100.00	N 00° 00' 00" E
37	100.00	N 00° 00' 00" E
38	100.00	N 00° 00' 00" E
39	100.00	N 00° 00' 00" E
40	100.00	N 00° 00' 00" E
41	100.00	N 00° 00' 00" E
42	100.00	N 00° 00' 00" E
43	100.00	N 00° 00' 00" E
44	100.00	N 00° 00' 00" E
45	100.00	N 00° 00' 00" E
46	100.00	N 00° 00' 00" E
47	100.00	N 00° 00' 00" E
48	100.00	N 00° 00' 00" E
49	100.00	N 00° 00' 00" E
50	100.00	N 00° 00' 00" E

BOOK _____, PAGE _____
 INST. NO. _____

REVIEW COPY

PROFESSIONAL SEAL
 REVIEW COPY
 IDAHO BOARD OF SURVEYORS
 IDAHO STATE BOARD OF SURVEYORS

GRAPHIC SCALE
 1 inch = 500 feet

LEGEND

- ⊕ P.L.S. CORNERS AS NOTED
- PLAIN SURVEY PINS AS NOTED
- ⊙ SET 1/2" NAILS WITH PVC CAP MARKED "1/2 S&B"
- ⊙ SET 3/8" NAILS WITH PVC CAP MARKED "3/8 S&B"

REFERENCES

RECORD OF SURVEY - BOOK 22, PAGE 74
 PLAT OF CALSUCK PLACE - BOOK 1, PAGE 147
 PLAT OF CALSUCK PLACE - BOOK 1, PAGE 153

ACREAGE TABLE

TOTAL AREA	80.79 AC
UNDIVIDED R.O.W.	2.57 AC
NET AREA	78.22 AC
AV. AC. PER LOT	1.5644 AC
AV. AC. PER BLOCK	25.26 AC
BLOCK 10A, LOT 1	41.41 AC
BLOCK 10B, LOT 1	11.07 AC

APPLICANT
 GRENZ & BERTLEY SURVEYORS & ENGINEERS, L.L.C.
 2707 E. AMBERLY LANE
 TWIN FALLS, IDAHO 83421
 PH: 208-738-7528

RECEIVED
 DEC 30 2008
 COPY TO

VICINITY MAP

FRANKE & SHERMAN, PA
 CONSULTING ENGINEERS
 400 South 10th Street, Twin Falls, Idaho 83421
 (208) 738-7528

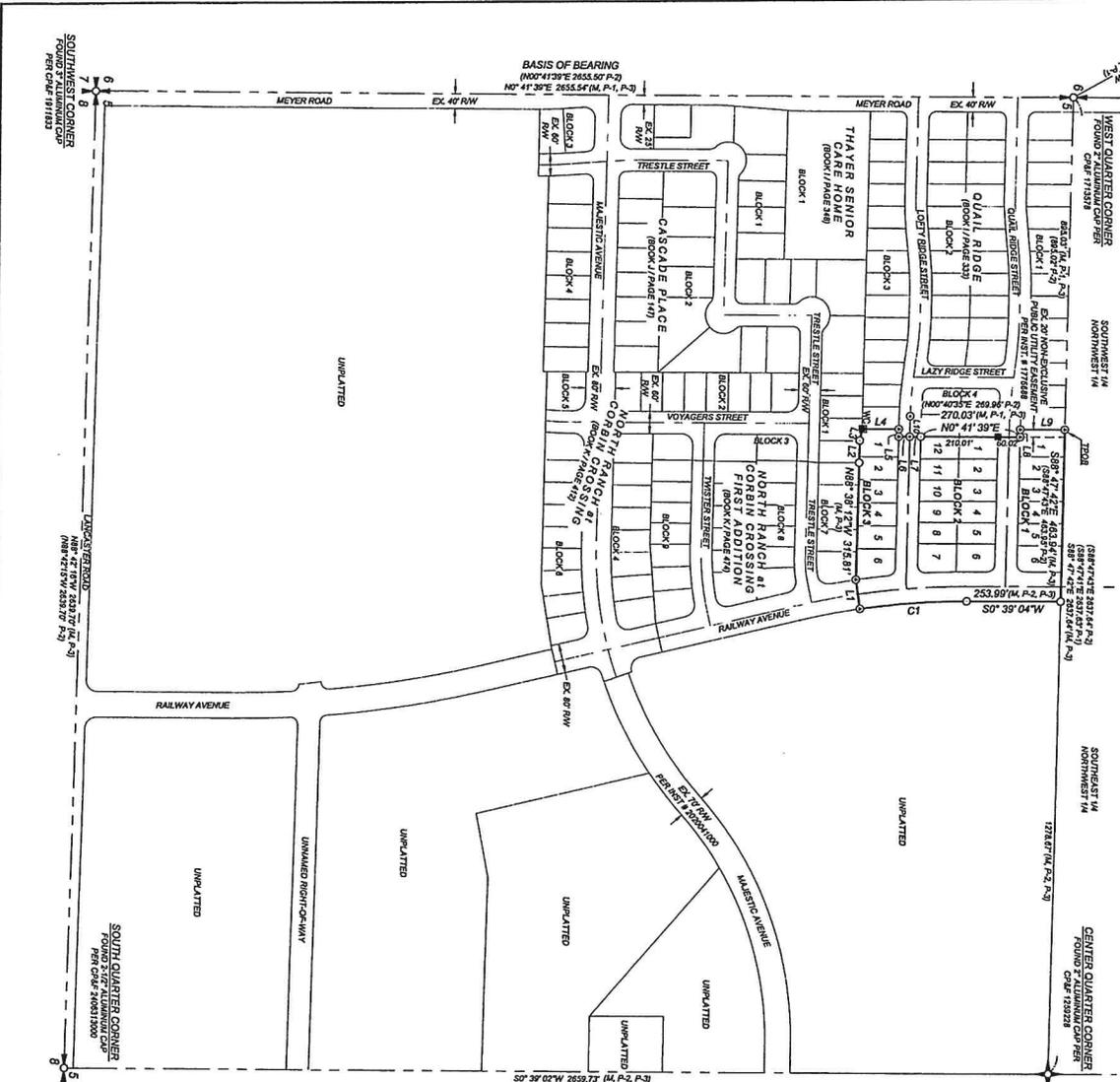
Scale: 1" = 500'
 Date: 12/29/08
 Sheet: 1 of 1

ATTACHMENT 2
ORIGINAL PRELIMINARY PLAT PHASING

ATTACHMENT 3
4TH ADDITION FINAL PLAT

NORTH RANCH AT CORBIN CROSSING FOURTH ADDITION

A REPLAT OF LOT 1, BLOCK 7 OF NORTH RANCH AT CORBIN CROSSING FIRST ADDITION
 LYING IN SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
 CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS 100°19'26" S, 2655.554' (M. P. 1, P. 3) SHOWING MERIDIAN AND ON (P. 1) AS THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 4.

NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS NOT OF RECORD, EXCEPT FOR THOSE SHOWN HERON.

REFERENCE DOCUMENTS

- (P-1) PLAT OF QUIN RANCH PREPARED BY LAKE CITY ENGINEERING, INC. AND FILED AT BOOK 106 OF PLATS, PAGE 333, RECORD OF RECORDS AT KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF NORTH RANCH AT CORBIN CROSSING PREPARED BY FRAMER & SHERMAN, P.A. AND FILED AT BOOK 4 OF PLATS, PAGE 412, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) PLAT OF NORTH RANCH AT CORBIN CROSSING FIRST ADDITION PREPARED BY LAKE CITY ENGINEERING, INC. AND FILED AT BOOK 4 OF PLATS, PAGE 412, RECORDS OF KOOTENAI COUNTY, IDAHO.

Curve #	Length	Radius	Delta	Chord	Bearing	Record Data
C1	293.28'	1860.00'	87.000°	231.02'	320.3474E	(M. P. 2)

Line #	Length	Direction	Record Data
L1	80.00'	S89°00'W	(M. P. 2)
L2	80.00'	S89°00'W	(M. P. 2, P. 3)
L3	31.81'	N79°30'00"W	(M. P. 2, P. 3)
L4	100.00'	N0°14'00"E	(S89°00'W) (P. 1)
L5	18.88'	S89°00'W	(M. P. 2, P. 3) (S89°00'W) (M. P. 2)
L6	38.88'	N0°14'00"E	(M. P. 2, P. 3) (S89°00'W) (M. P. 2)
L7	30.00'	N0°14'00"E	(M. P. 2, P. 3) (S89°00'W) (M. P. 2)
L8	30.00'	N89°00'W	(M. P. 1, P. 2) (S89°00'W) (M. P. 2)
L9	70.00'	N0°14'00"E	(M. P. 1, P. 2) (S89°00'W) (M. P. 2)
L10	64.88'	S89°00'W	(M. P. 2, S89°00'W) (S. 010' (P. 1))

LEGEND

- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "P.S. 418"
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "P.S. 418"
- SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "P.S. 418"
- FOUND 5/8" REBAR WITH PVC CAP MARKED "P.S. 528"
- FOUND WITNESS CORNER, 5/8" REBAR WITH PVC CAP MARKED "P.S. 528"
- FOUND 5/8" REBAR WITH 2" ALUMINUM CAP MARKED "P.S. 418"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "P.S. 418"
- △ CALCULATED POINT, NOTHING FOUND OR SET

SCALE: 1" = 200'

PAUL J. SCHREIBER
 LICENSED PROFESSIONAL ENGINEER
 NO. 10007
 STATE OF IDAHO

LAKE CITY ENGINEERING, INC.
 3009 N. SCHREIBER HWY, STE. 4
 COEUR D'ALENE, IDAHO 83814
 PHONE: 208-675-0200

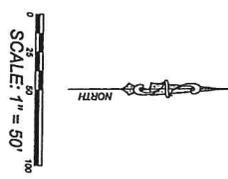
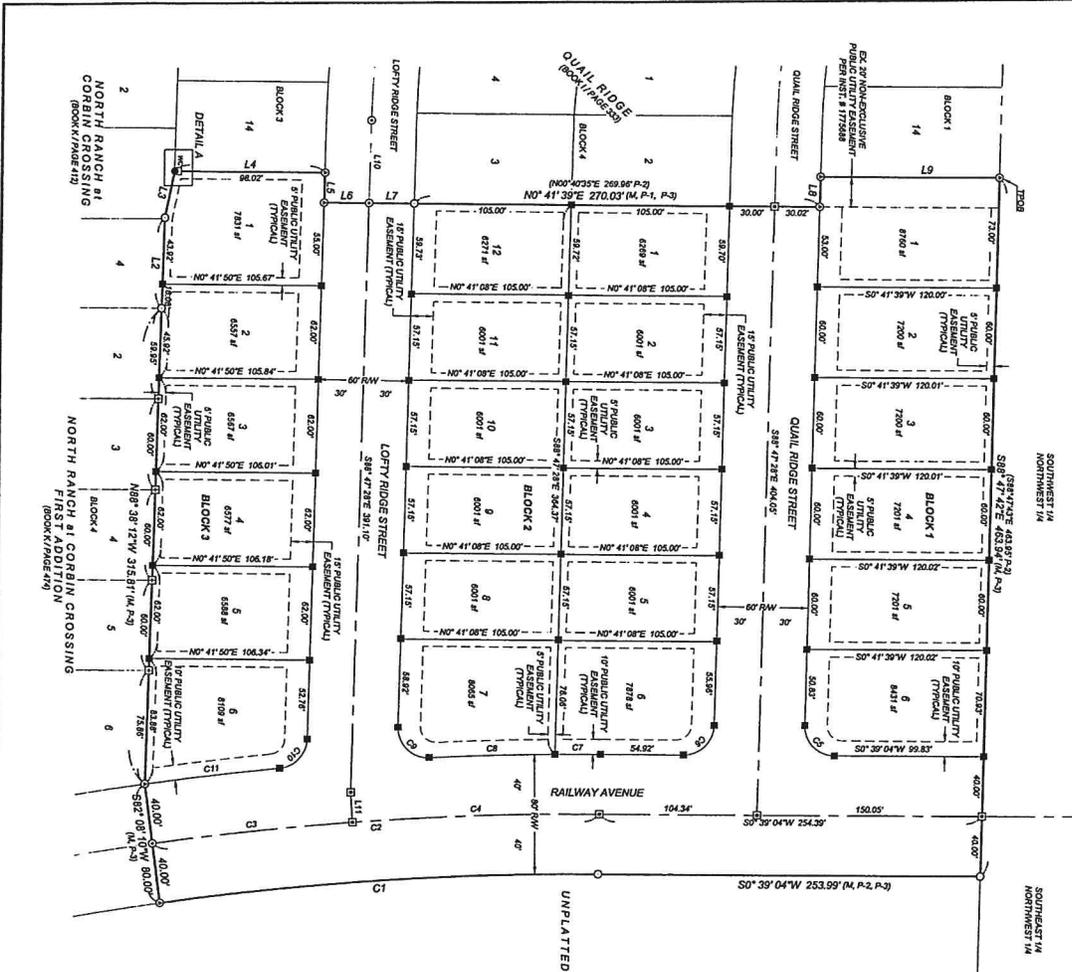
CHECKED BY:	DATE:	JOB NO.:
DRAWN BY:	DATE:	JOB NO.:
SCALE:	DATE:	JOB NO.:
1" = 200'	06/02/2015	LC15-002

1

3

NORTH RANCH AT CORBIN CROSSING FOURTH ADDITION

A REPLAT OF LOT 1, BLOCK 7 OF NORTH RANCH AT CORBIN CROSSING FIRST ADDITION
LYING IN SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF PALM SPRING, KOOTENAI COUNTY, IDAHO

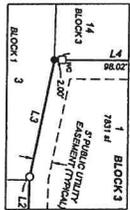


Curve #	Length	Radius	Delta	Chord	Bearing
C1	291.29'	180.00'	87.925°	291.02'	S00°34'46"
C2	292.25'	200.00'	87.944°	290.86'	S01°32'32"
C3	151.14'	200.00'	47.420°	151.12'	S01°32'32"
C4	164.65'	200.00'	47.420°	164.04'	S01°17'32"
C5	31.22'	20.00'	87.925°	31.15'	N45°33'46"
C6	31.22'	20.00'	87.925°	31.15'	N45°33'46"
C7	50.28'	200.00'	0.910°	50.28'	S00°13'13"
C8	61.28'	200.00'	2.711°	61.27'	S01°32'32"
C9	32.27'	20.00'	87.944°	32.20'	N41°17'32"
C10	32.12'	20.00'	87.925°	32.05'	N41°17'32"
C11	85.88'	200.00'	2.710°	85.88'	S02°33'28"

Line #	Length	Direction
L1	60.00'	N45°33'46"
L2	31.61'	N17°30'24"
L3	31.61'	N17°30'24"
L4	150.00'	N41°17'32"
L5	18.88'	S89°30'00"
L6	23.84'	N45°33'46"
L7	20.00'	N41°17'32"
L8	20.00'	N41°17'32"
L9	150.00'	N41°17'32"
L10	54.88'	S89°30'00"
L11	20.00'	N45°33'46"

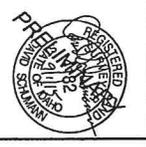
LEGEND

- SET 2" x 2" REBAR WITH YELLOW PLASTIC CAP MARKED "P.S. #12"
- SET 2" x 2" REBAR WITH ALUMINUM CAP MARKED "P.S. #12"
- SET 1/2" x 2 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "P.S. #12"
- FOUND 2" REBAR WITH PVC CAP MARKED "P.S. #12"
- FOUND WITNESS CORNER, 5/8" REBAR WITH PVC CAP MARKED "P.S. #12"
- FOUND 2" REBAR WITH 2" ALUMINUM CAP MARKED "P.S. #12"
- FOUND 2" REBAR WITH YELLOW PLASTIC CAP MARKED "P.S. #12"
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "P.S. #12"
- △ CALCULATED POINT NOTHING FOUND OR SET



NOTE

UTILITY EASEMENTS ADJACENT TO RIGHTS-OF-WAY AND ADJACENT TO DOE AND REAR LOT LINES ACROSS ALL LOTS SHOWN HEREON ARE SHOWN FOR INFORMATION ONLY. THE LOCATION OF ANY UTILITY EASEMENTS SHALL BE DETERMINED BY THE UTILITY COMPANIES. THE LOCATION OF ANY UTILITY EASEMENTS SHALL BE DETERMINED BY THE UTILITY COMPANIES. THE LOCATION OF ANY UTILITY EASEMENTS SHALL BE DETERMINED BY THE UTILITY COMPANIES.



3898 N. SCHNEIDER HWY. STE. 4
PALMSRING, IDAHO 83450
PHONE: 208-878-6200

CHECKED BY: _____ DATE: _____
SCALE: 1" = 50'
JOB NO.: _____
LSE: 15-001

2

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF RATHDRUM, A MUNICIPAL CORPORATION OF THE STATE OF IDHAO; ADDING A NEW CHAPTER TO TITLE 11 RELATING TO SIGNS; ESTABLISING APPLICABILITY; PROVIDING DEFINITIONS; AND AMENDING THE REGULATIONS RELATING TO SIGNS.

Section 1. IT IS ORDAINED by the mayor and city council of the city of Rathdrum, Kootenai County, Idaho as follows:

11-16-1: Applicability

This chapter pertains to and regulates all signs within the city, except for:

- A. Political signs that are under four (4) square feet in total gross area.
- B. Real estate signs that are under four (4) square feet in total gross area.
- C. Signs erected by the city or state on public property.
- D. Nonbusiness for sale or event signs under four (4) square feet in total gross area on private property. (Ord. 448, 6-13-2005)

While subject to other applicable requirements and permits, the following signs are authorized without a sign permit

- A. Small Signs: Small signs are authorized without a permit, but are subject to the following limitations:
 - 1. Small signs may carry any lawful message;
 - 2. Small signs shall not externally be illuminated;
 - 3. No small sign shall exceed five feet (5') in height above ground level;
 - 4. One small sign shall be authorized per lot, except in the case of warning signs;
 - 5. Warning signs (e.g., "Beware Of Dog" or "No Trespass") shall be limited to no more than two (2) such small signs in any five hundred (500) linear feet of frontage on the parcel; and
 - 6. Small signs shall not exceed five (5) square feet in gross area.
- B. Governmental Signs: 'Governmental Signs', as defined in this chapter, do not require a sign permit.

- C. Directional Signs: Directional signs do not require a sign permit, but are subject to the following limitations:
1. Only one exit/entrance directional sign shall be authorized per legal approach.
 2. Directional signs shall not exceed two (2) square feet in gross area.
 3. Not more than twenty five percent (25%) of the area of such sign shall be devoted to personal or business identification or logos.
 4. Regulatory and/or traffic control signs shall not be considered directional signs, as defined herein.
- D. Flags: Flags do not require a sign permit, but are subject to the following limitations:
1. Groupings of more than three (3) flags on a single lot shall require a sign permit.
 2. A flagpole for such an exempted flag may not exceed twenty feet (20') above ground level in any residential zone; and a flagpole for such an exempted flag may not exceed forty five feet (25') above ground level in any commercial or industrial zone.
 3. Such flag shall not exceed a maximum area of sixty (60) square feet in any residential zone; and such flag shall not exceed one hundred thirty five (135) square feet in any commercial or Industrial zone.
- E. Danger/Hazard Signs: Signs exclusively devoted to warning the public of dangerous conditions or hazards (e.g., drop offs, high voltage, fire danger, or explosives) are authorized without a permit, provided that such signs do not exceed three (3) square feet in gross area, unless otherwise provided by State or federal law.
- F. Window Signs: Signs that are painted, posted or etched on windows are allowed for all zones, subject to the following limitations:
1. The aggregate area of all such signs shall not exceed twenty percent (20%) of the window area on which such signs are displayed.
 2. Windows separated by mullions shall be considered one continuous window area.
 3. Window signs shall not be assessed against the sign area permitted for other sign types.
- G. Banners: Banners used on private property for a period of no more than thirty (30) days in any calendar year do not require a sign permit.
- H. Commercial and Industrial Zone Signs: In commercial and industrial zones, in addition to the freestanding signs allowed, businesses with a drive-through window may have one additional freestanding sign located adjacent to the drive-through lane and oriented toward the occupants of the vehicle, provided they have secured all other required building and/or electrical permits.

11-16-2: Purpose

The purpose of this chapter is:

- A. To promote and protect the public safety, community values, comfort, convenience and general welfare by requiring that all signs be placed and erected in an orderly manner;
- B. To maintain the community's unique visual character and scenic backdrop;
- C. To ensure that signs themselves are safe and do not pose a hazard to health of humans and animals;
- D. To minimize the possible adverse effects of signs on nearby public and private property; and
- E. To enable the fair and consistent enforcement of sign regulations. (Ord. 448, 6-13-2005)

11-16-3: Definitions

As used in this chapter the following definitions will apply:

BUILDING SIGN: A sign attached to a building, including, but not limited to, wall signs; window signs; blade signs; roof signs; awning, canopy, and/or marquee signs.

FACADE: The exterior building wall upon which a sign is, or may be placed.

FREESTANDING SIGN: A sign which is supported by one or more columns or uprights in the ground.

GROSS AREA: The entire area within a single continuous perimeter enclosing the extreme limits of such sign. However, such perimeter shall not include any structural elements outside the limits of such sign and not forming an integral part of the display. When two (2) sides of a double faced sign are located not more than thirty six inches (36") apart at the widest point and not more than twelve inches (12") apart at the narrowest point and display identical messages or other representation, the gross area shall include only one of the sides. If the sign consists only of individual letters affixed directly to the wall of a building, only the area of a simple geometric figure which will encompass all the letters is counted as part of the gross sign area.

HEIGHT: The vertical distance measured from the adjacent street grade or upper surface of the nearest street curb other than an elevated roadway, which permits the greatest height to the highest point of the sign.

IDENTIFICATION SIGNS: A sign which contains advertising but is limited to the name, address and number of a building, institution or person on the premises.

MARQUEE: A rooflike structure of a permanent nature which projects from the wall of a building.

MARQUEE SIGN: Any sign attached to or constructed on a marquee.

MONUMENT OR GROUND SIGN: The entire bottom of a ground/monument sign is, generally, in contact with, or close proximity to, the ground. These signs do not exceed six feet (6') in height.

OFF PREMISES SIGN: Any sign which advertises goods, products or services not sold or located on the property where the sign is located.

ON PREMISES SIGN: A sign which carries only advertisements strictly incidental to a use of the premises on which it is located, including signs or sign devices indicating the business transacted, services rendered, goods sold or produced on the premises, name of the business, name of the person, firm or corporation occupying the premises.

PORTABLE SIGN: Any sign with a changeable message board that is not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels.

ROOF SIGN: A sign erected, constructed, or maintained upon a roof, or which projects above the roofline of a building.

SIGN: A name, identification, description, display, or statuary which is affixed to, or represented directly upon a building, structure, or piece of land, and which directs attention to an object, product, place, activity, person, institution, organization or business. However, a sign shall not mean any display of official court or public office notices nor shall it mean the flag, emblem, or insignia of a nation, political unit, school or religious group. Furthermore, assembly or placement of temporary personal property (on location no more than 90 days annually per display), in the form of equipment which conveys no verbal message and which delivers no communicative message, other than to draw attention by virtue of its size, motion, or prominent location upon the property, shall not be considered a sign.

SIGN STRUCTURE: Any structure which supports or is capable of supporting any sign as devised in this chapter. A sign structure may be a single pole or may or may not be an integral part of the building.

TEMPORARY SIGN: A sign, banner, pennant, advertising balloon or blimp, poster, or advertising display constructed of cloth, canvas, light fabric, paper, cardboard or other light material, with or without frames, that is not permanently attached to a building or the ground and which is intended to be displayed for a limited period of time. (Ord. 448, 6-13-2005)

WINDOW SIGN: A sign affixed to, painted upon, or etched into the surface of a window with its message intended to be visible to, and readable from, the public or an adjacent property. No permit is required and the window sign shall not be assessed against the sign area permitted for other sign types.

11-16-4: Uniform Sign Code Adopted

The uniform sign code, 1997 edition, as published by the International Conference of Building Officials, is hereby adopted to supplement the foregoing regulations. If any conflict exists between the foregoing regulations and the uniform sign code, the foregoing regulations shall govern. All signs allowed, including those which do not require permits, must be in conformance with the uniform sign code and other applicable building codes and city regulations. (Ord. 448,

6-13-2005)

11-16-5: Permit

All persons desiring to erect, construct or paint a new sign regulated by this chapter shall make application to and obtain a permit therefor from the office of the planning department and shall pay a fee as established by resolution of the city council for such permit. At the time such application is sought, applicant shall furnish the following minimum information to the planning director or the planning director's designee:

- A. A sample drawing of the sign;
- B. Exact dimensions of the proposed sign;
- C. A site plan showing the location and setbacks of the sign support relative to property lines and any projection of the signage into the rights of way or over public ingress/egress travel ways;
- D. Footing and foundation plans that demonstrate stability of the sign;
- E. Such other information as may be required by the planning director or the planning director's designee for determination of compliance with the provisions of this chapter. (Ord. 448, 6-13-2005)

11-16-6: Temporary Signs

Temporary signs as defined in this chapter shall require a permit and shall be allowed under the following circumstances:

- A. Applicants will be allowed temporary signs so long as such signs are well maintained and are removed or replaced when they deteriorate, become faded or tear. Temporary signs may be changed or replaced by signs of equal size and character of those applied for in the permit without the applicant needing to obtain a new permit.
- B. Banners shall be permitted as temporary signs and shall be maintained in a clean, sightly and undamaged condition. Banners in excess of eight (8) square feet in size shall be either placed on walls or attached in accordance with the uniform sign code.
- C. Temporary signs will be restricted to the same cumulative area, size, and spacing and height requirements as permanent signage within the respective zone.
- D. One permit shall be sufficient for all temporary political signs erected during any one campaign. (Ord. 448, 6-13-2005)

11-16-7: Freestanding Signs And Wall Signs

Residential Districts: Freestanding and walls signs are not allowed in residential zoning districts.

- ~~A. C-1 Zoning District: Freestanding or wall signs in the C-1 district shall be restricted to a maximum size of one and one-half (1 1/2) square feet of area per linear foot of building width, or part of a building occupied by the C-1 use, not to exceed four hundred (400) square feet in area. Exception: C-1 properties with highway frontage, may have two (2) square feet of signage per linear foot of building fronting a public street not to exceed four hundred (400) square feet in area.~~
- ~~B. C-2 Zoning District: Freestanding or wall signs in C-2 districts shall be restricted to a maximum size of four (4) feet of sign area per linear foot of building width, or part of a building occupied by the C-2 use, not to exceed four hundred (400) square feet in area.~~
- ~~C. Industrial Zoning District: Freestanding or wall signs may be illuminated, but nonflashing and shall not exceed two hundred (200) square feet in area and twenty feet (20) in height. Signs shall be limited to one per business located on the property and contain information pertaining to such business.~~

In all Commercial and Industrial Zones: The following signs shall be allowed in all commercial and industrial zones, with an approved sign permit, subject to standards as detailed below, the general provisions and requirements for all signs, and specific standards for each sign type as detailed in this chapter:

Building-Signage: Each building or business is permitted, wall, window, awning, canopy or marquee signs, and/or blade sign, subject to standards applicable to the specific sign type, provided total building signage does not exceed twenty percent (20%) of the area of the front building façade upon which the sign is placed.

Freestanding Signs: One freestanding sign meeting the height and area limitations set out herein shall be permitted for every one hundred fifty (150) linear feet of public street frontage, up to three (3) freestanding signs per development lot, subject to the height and area limits detailed herein. Where more than one freestanding sign is permitted, the total linear feet of street frontage is divided by the number of proposed signs on the development lot to determine the street frontage per sign.

Height limitation: Twenty-five feet (25) from the surface of the ground to the top of the highest part of the sign, including projections.

Area limitation per sign: Two hundred (200) square feet maximum display area.

- A. **Computer Boards:** Nothing herein provided shall prevent the use of motorized computer board signs including message signs commonly used.
- B. **Mall Type Construction:** In mall type construction, each individual business may have a maximum sized sign as herein provided.
- C. **Projection:** Projection of wall signs shall not exceed two feet (2'), measured from the face of the main building.
- D. **Illumination:** Freestanding and wall signs may be illuminated by light of constant intensity, but flashing, intermittent, rotating or moving light shall be prohibited.
- E. **Height:** The maximum allowable height of a freestanding sign is twenty five feet (25').

- F. **Preferred Sign Type:** Monument or ground signs shall be the preferred sign type in Rathdrum and should be used where they can safely be placed and they work with the site's characteristics. (Ord. 448, 6-13-2005)

11-16-8: Identification Signs

Identification signs are allowed in residential zoning districts subject to the following restrictions:

- A. **Single-family and duplex residences:** Nonilluminated residential nameplate not exceeding two (2) square feet, bearing only the name and address of the occupant, mounted flush on the dwelling structure.
- B. **Apartment houses, mobile home parks, and senior care facilities:** An illuminated sign of constant intensity light not exceeding twelve (12) square feet giving the name of the use and the address of the same.
- C. **Public buildings and parks:** Nonflashing signs not exceeding thirty two (32) square feet for public buildings.
- D. Nonflashing, nonilluminated signs for home occupations not exceeding four (4) square feet, bearing the name of the business and the name and address of the occupant. (Ord. 448, 6-13-2005)

11-16-9: Off Premises Signs

- A. The following minimum standards shall apply to all off premises signs:
 - 1. Signs, including the sign structure, shall not exceed twenty five feet (25') in height.
 - 2. Flashing lights are prohibited.
 - 3. Maximum square footage is twenty five feet (25').
 - 4. Off premises signs are limited to commercial zoning districts and require a conditional use permit. (Ord. 448, 6-13-2005)

11-16-10: Neighborhood Commercial Services Signs

Signs located in a residential zoning district pursuant to a conditional use permit for neighborhood commercial services shall be limited in size to a maximum of twenty (20) square feet and shall be located on the building or monument style. (Ord. 448, 6-13-2005)

11-16-11: Violation; Penalty

Violations of any of the provisions of this chapter or failure to comply with any of its requirements shall constitute a misdemeanor. Each day such violation continues shall be considered a separate offense. The landowner, tenant, subdivider, builder, or any other person who commits, participates in, assists in or maintains such violation may be found guilty of a separate offense. (Ord. 448, 6-13-2005)

11-16-12: Appeal Time Limit For Filing And Decision

Appeal notice shall be filed within ten (10) days after the decision or order of the planning director or his designee. The appropriate filing fee, as described in the city's fee resolution, shall accompany all appeals. The planning and zoning commission shall hear such appeal at the next regularly scheduled meeting at which the appeal request may be accommodated after filing of all required matters by appellant which shall be filed no later than twenty (20) days from the appeal notice. An appeal from a decision of the planning and zoning commission must be filed pursuant to the same time limit. (Ord. 448, 6-13-2005)

11-16-13: Planning And Zoning Commission Appeal Limitations

In determining an appeal, the planning and zoning commission shall:

- A. Allow only the minimum appeal necessary to meet the hardship or practical difficulties;
- B. Find that the granting of the appeal will not be materially detrimental to the purposes of this chapter, be injurious to the characteristics of the zone or property in the vicinity of the premises on which the signs are located or be otherwise detrimental to the objectives of the city development plans or policies;
- C. Attach such conditions to granting all or a portion of any appeal as necessary to achieve the purposes of this chapter;
- D. Give due consideration to whether or not granting all or a portion of the appeal would materially improve the safety, appearance of the sign, sign location on the building, structure or premises on which the sign is located. (Ord. 448, 6-13-2005)

11-16-14: Appeal Of Planning And Zoning Commission Decision To City Council

- A. Any person aggrieved by a final determination of the planning and zoning commission shall have the right of further appeal to the city council.
- B. An appeal to the city council must be made within ten (10) days after receiving written notice of the decision by the planning and zoning commission.
- C. Upon accepting an appeal application to the city council, the planning director, or the planning director's designee, will file the appeal with the city clerk for scheduling before the council.
- D. The council shall hear all pertinent data and make a binding determination on the parties involved. (Ord. 448, 6-13-2005)

Section 2: Severability.

This ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the ordinance before the declaration of partial invalidity.

Section 3: Effective Date.

This ordinance shall be effective up passage and publication as provided by law.

Enacted by the city council as an ordinance of the City of Rathdrum on the ___ day of _____, _____.

Approved by the Mayor in the ___ day of _____, 201_.

CITY OF RATHDRUM

Vic Holmes, Mayor

ATTEST:

Melissa Taylor, City Clerk



((audio video solutions inc.))

Audio Components Estimate for the City of Rathdrum

Audio System:

1 AKG WMS450 Wireless Handheld Mic Systems, \$680
10 AKG S99 Goose Neck Mics, \$1900
1 Soundcast Wireless Audio System for Laptop, \$230
1 AKG Dual Bay Charging Station for Handheld Mic, \$410
11 JBL 8000 Series in Ceiling 70 volt Speakers, \$440
2 JBL 8 channel rack mount mixers , \$1290
1 JBL 80 watt amp , \$480
1 In Wall Volume Control for two Speakers in Lobby, \$75
Interconnects and Wire, \$120
1 Rapid Mount Component Rack with Casters and Locking Doors, \$580
Installation and Programming, \$1350

Total with Tax, \$7,927.30

A 50% Deposit is required to order product and start your project.

Mark Kelly
Phone: 208.449.0065
Cell: 208.699-2624
E-Mail: mark@avsnw.com
Fax: 888.256.4076

Memo

To: Mayor and City Council
From: Brett Boyer, City Administrator
Date: 10/9/2015
Re: City Administrator Report

Highlights of what projects and items have been worked on since our last meeting and may continue to be worked on.

Mission Statement: The City of Rathdrum is committed to providing quality municipal services in a fiscally sound, responsive, and professional manner.

Administration

Had several meeting with the ABC. The final submittal is due November 6th so the group has been meeting to write out the plan. In addition, we have worked on marketing putting information and videos together.

I attended the ICMA conference in Seattle. It was a great conference with great key note speakers. Patrick Lencioni spoke on organizations, teamwork, clarity etc. I ended up getting his book and will use points in our Dept. Head trainings. Other classes were great and will try to implement some of the items.

Had meeting with consultants on the mountain to do a follow-up review and to look at moving forward. Outlined some steps along with costs.

Conducted Performance Evaluations and meetings with Department Heads.

Attended Jobs Plus meeting.

Conducted Staff meetings and Dept. Head meeting.

Regular Bills, Payroll and Finance

Brett's current major projects:

Mountain Use Process

Americas Best Communities Grant

Review of and work on updating our Policy Manual

Economic Development Committee Projects-Brochure

Emergency Committee

Public Works

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. The City is in the process of reviewing legal staff's draft ordinance for the City's potable water system. Standard Details for water infrastructure have been drafted and have been circulated for internal staff review.

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. BNSF has asked that Rathdrum identify our water main crossings, as BNSF will require us to extend the protective steel casing under the limits of the new proposed set of rail. We have pot-holed 4 of the 5 locations and are compiling our collection information so that we can provide it to BNSF. BNSF has informed us that any water line casing extensions need to be completed by the end of 2015. We anticipate that there is 1 water main crossing which will need to be modified.

BNSF mentioned their intentions of making improvements to SH53 (NB right-turn lane extension, SB left-turn lane extension, extension of NB travel lane). The placement of the 2nd set of tracks, thru the Mill Street intersection, should close Mill Street for 1-day (per BNSF). BNSF has recently advised us that they intend to start construction on the 2nd set of tracks in early 2016.

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 provided us with a professional services agreement for the preparation of cost estimates for the CIPs created from DEA's modeling work and the narrative for the Transportation Plan.

2015 Street Rehabilitation Program: Interstate has completed a significant amount of the work. We are awaiting for Interstate's subcontractor to complete select amounts of concrete sidewalk/curb work around Rathdrum. The following City roadways are substantially complete:

- Main Street Sidewalk Replacement, Grey Street thru Mountain View High School (curb & sidewalk construction)
- Mill Street (curb & sidewalk construction) - between Main Street and 2nd Street
- Montana Street - on-street parking along the frontage of Stub Myer Park
- WillowCreek - asphalt pavement overlays (completed)
- Boekel Pathway Extension - across 7605 Boekel Road

Meyer Road Pathway Extension (Boekel to Silverado): We approved a change order (to Interstate) for this work. This work will be completed by mid-October 2015.

Lancaster Road - west of SH41: Interstate completed the asphalt paving and this roadway is open to traffic.

Flashing Pedestrian School Zone Signs: ITD completed their internal (district level) review of our PS&E submittal (submitted on 7.17.15). We transmitted a revised PS&E packet on 8.5.15. With ITD's pending approval, we are hopeful that Rathdrum Public Works will be allowed to publicly advertise for bid solicitation in September/October. It is now anticipated that this work will not be completed until late-Fall 2015/Winter 2015-16.

Stub Myer Park - Parking Lot Improvements: Interstate has substantially completed the parking lot. The parking lot has been utilized for Rathdrum-related activities.

Rathdrum Bible Church Addition: Construction ongoing.

North Ranch at Corbin Crossing, 3rd Addition: Construction is in progress. Final Plat will be on City Council Agenda for review on 10.14.15.

North Ranch at Corbin Crossing, 4th Addition: Construction is in progress. Final Plat will be on City Council Agenda for review and approval on 10.14.15.

Timber Landings (McGovern Annexation): The Construction Improvement Agreement is with Developer's Engineer. Construction plans are ready for approval.

STEM Charter School: Construction for site expansion is substantially complete until spring. A "Site Improvement Agreement for Provisional Certificate of Occupancy" has been executed with the owners providing appropriate performance surety for the remaining site work to be completed by 6/30/15. Staff met with STEM and their consultant to discuss adding additional parking and paving to the site. Staff has reviewed additional paving and parking for STEM and construction is ongoing.

NIC: NIC site/street development plans were approved on 9.29.15 and are currently awaiting required bonding submittals prior to issuance of the ROW Encroachment Permit and Notice to Proceed. A pre-construction meeting was held on Wed. 9.2.15.

Sign Ordinance: The Amendment to the Sign Ordinance was presented to Planning and Zoning on 7/29/15, after their review, the P&Z Commission recommended approval to City Council. The Sign Ordinance will be scheduled for City Council on 10/14/15.

Beverage Barn: Construction is in progress.

Corbin Crossing South: Applicant's Engineer submitted the preliminary plat for review on 9.15.15. Staff is in the process of reviewing the application.

Prairie Sky: Applicant's Engineer submitted the preliminary plat for review on 9.25.15. Staff is in the process of reviewing the application.

Trading Post: Received redlines from Applicant on 10.1.15. Staff is in the process of final review.

Parks and Recreation

Park and Rec Staff has implemented three fall programs (youth soccer, flag football, youth volleyball). Flag Football and Soccer games are held at Stub Myer Park on Saturdays between 8:30 am to approximately 2:30 pm. Soccer games are held at Thayer Park on Saturdays from 8:30 am to 1:30 pm. Youth Volleyball is held on Saturdays at the Jr. High from 9am to 1 pm.

Staff has been organizing and getting ready for youth basketball program. Staff started taking registrations for K-4th grade basketball on Monday, September 28th. The youth program is slated to begin on Saturday, October 31st. Stein's Family Market again is going to sponsor the K-1st grade program and Super One will sponsor the 2nd grade program. The 3-4th Grade program teams will again be sponsored by local businesses.

Park and Rec staff has been in the process of closing all FY 14-15 files and programming information and setting up all files and programming information for FY 15-16.

The Rathdrum Chamber of Commerce held their annual "Rathdrum Mountain Challenge". On Saturday, September 12th. The race started and finished at City Park. Councilwoman Holmes again started the race at City Park. There were 38 individuals with 15 individuals cancelling because of injuries. This year's participants came from Texas, Colorado, Western Washington, Sandpoint, Hayden, Coeur d'Alene, Post Falls, and Rathdrum. This year's race was a challenge with this year's drought. The kayak portion was difficult to get from the upper lake to the lower lake because there is not much water in the channel.

The Rathdrum Chamber hosted its 1st meeting for the December D'Lights program. This year the event will be held on Friday/Saturday on December 4th & 5th. Preliminary discussion has been that the program will be shortened 1 hour and start at 2 pm on Saturday instead of 1 pm. The Friday night activities will be the same and be held at the Lakeland Shopping Center with all the business's participating with the "Sleigh rides again touring the Deerfield neighborhood. Saturday the event will again be on Main St. Activities include crafts in City Hall, the Dash for Cash, vendors, Holiday Baking Contest, the Grinch and Santa's Elf again will make an

appearance. Santa and Mrs. Clause will also be present for the official lighting of the Christmas tree that will be at 5pm followed by the "Lighted Rig Christmas Parade" at 5:30 pm.

Parks staff hosted eight paid reservations in September.

Park staff has installed a new welcome to Majestic Park sign on the northwest corner of the parking lot in Majestic.

Eric Singer developed a concept plan for the Northeast corner of Majestic Park. Now that the grounds have been shaped staff is designing and researching to totally develop that section of the park with pathways, irrigation, trees, and a stage for this part of the park.

Park staff made arrangements to remove the fencing along Montana Street at Stub Myers Park. Staff was able to find someone who would remove the fabric and keep the fabric and staff removed the poles and the southern portion of the park now looks excellent. Staff hopes that people will not drive over the sidewalk and enter the park. If this occurs we will to install a 4 foot fence to keep this from occurring.

The Cemetery Board did meet in the month of September. The meeting was held at Pinegrove Cemetery to observe the improvements made to the cemetery this year. The staff and board members discussed what improvements that should be made to upgrade the cemetery. The Board has recommended that a new Niche wall should be purchased this budget year. The ordinance requires that another Niche wall be purchased if over 50% occupancy has occurred. Currently we over the 50% occupancy and staff will start the process for purchase.

No funerals for the month of September.

The Park and Recreation Commission did meet in the month of September. Staff reviewed with Commissioners on all the activities the Parks and Recreation Department was involved with in the months of July and August. Commissions did review both the Rathdrum Mountain information and the Survey that was sent out to the community. As part of the Steering Committee for Rathdrum Mountain Deasa Stein will represent the Commissioners as part of this group.

Cemetery staff is down to one person. The seasonal position ended on September 30. Mickael Stevens are Recreation Supervisor began employment on Monday August 31st. All personnel reviews were completed by September 30th.

Police

During the month of September the Department completed a large amount of annual training for the department. Officers qualified with their firearms, rifles and less lethal shotguns. They also conducted Emergency Vehicle Operations training at the airport. Chief Fuhr had officers attend Drug Investigation training and the Lieutenant attended Executive Leadership training.

The Department received a response back from the Department of Justice that our grant application for a School Resource Officer had been denied. The Chief met with Superintendent Brad Murray about the possibility of teaming together with the school district and sharing costs of adding an SRO to the schools. They are going to have a future meeting to discuss this possibility.

During the month the Department handled 486 calls for service, wrote 64 reports made 6 misdemeanor and 3 felony arrests. They issued 13 infractions, 12 misdemeanor citations and 5

animal citations. The Department also participated in a DUI grant in which officers worked over 30 hours of overtime.

In 2015 we have seen a large increase in the amount of calls that we have been responding to. Through the month of September we have seen an annual increase in calls of over 10% (+430) and have also seen a 25% increase in the amount of reports that we have written (+104).

A Proclamation to Observe Breast Cancer Awareness Month

WHEREAS, October 2015 marks more than 25 years that National Breast Cancer Awareness Month has educated men and women about early breast cancer detection; and

WHEREAS, National Breast Cancer Awareness Month is dedicated to increasing public knowledge about the importance of early detection of breast cancer by collaborating with several national public service organizations, professional associations, and government agencies who work together to ensure that the National Breast Cancer Awareness Month message is heard by thousands of men and women and their families; and

WHEREAS, the American Cancer Society estimates in the United States, more than 230,000 new cases of invasive breast cancer will be diagnosed in women this year; and

WHEREAS, the American Cancer Society estimates in the United States, more than 2,190 new cases of invasive breast cancer will be diagnosed in men this year; and

WHEREAS, through research and advocacy, significant advances have been made in the fight against breast cancer, including significant decreases in mortality; and

WHEREAS, the 2.9 million breast cancer survivors living in the United States today are a testament to courage, as well as to the importance of promoting awareness about breast cancer, providing information, funding research, following recommended screening guidelines and offering treatment to those who are affected.

NOW, THEREFORE, be it proclaimed that the Mayor and City Council of the City of Rathdrum, Idaho does hereby recognize the month of October 2015 as Breast Cancer Awareness Month and ask all citizens to join in this worthwhile cause, to celebrate successes and memorialize lost battles.

Dated this ____ day of October, 2015.

Vic Homes, Mayor

Attest:

Melissa Taylor, City Clerk

BY THE MAYOR OF THE CITY OF RATHDRUM

A PROCLAMATION

WHEREAS: The citizens of the City of Rathdrum and the United States of America live in freedom because of the contributions and personal sacrifices made by those who have served and by those now serving in the Armed Forces; and

WHEREAS: Our nation has fought and continues to fight battles around the world for the ideals of liberty and justice. The words of the first Veterans Day proclamation signed by President Eisenhower still ring true: “Let us solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air, and on foreign shores, to preserve our heritage and freedom, and let us reconsecrate ourselves to the task of promoting an enduring peace so that their efforts shall not have been in vain”; and

WHEREAS: The City of Rathdrum has always provided its best and brightest sons and daughters to serve bravely in America’s Armed Forces. We remember with somber and grateful hearts those men and women who have served in the military with distinction and valor as sailors, soldiers, airmen, and Marines, and offer our sincere prayers for those who continue to defend the principles on which our nation was founded; and

WHEREAS: We will endeavor to always honor the contributions and sacrifices of those who have, over the centuries, served in the military and the tens of thousands presently serving, both at home and abroad; and

WHEREAS: The City of Rathdrum is home to veterans and our nation’s military families. We are proud to recognize our country’s veterans and extend the appreciation of our citizens to those who wear the uniform of the United States Armed Forces and serve on the front lines, preserving freedom and liberty;

NOW, THEREFORE: I, Vic Holmes, Mayor of the City of Rathdrum, do hereby proclaim the month of November, 2015, as a month of Support and Recognition to recognize the service and sacrifice of our brave men and women in uniform and encourage all citizens of the City of Rathdrum to observe and appreciate these sacrifices and contributions of our veterans who fought for peace and defended democracy in our land and abroad.

Vic Holmes, Mayor

*Recognition given to Georgia Governor Nathan Deal and his 10/29/2013 Veterans Day Proclamation.