



Rathdrum

City Council Agenda
August 12, 2020
6:00 p.m.

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

Zoom Conference information will be on
the City Website –
www.rathdrum.org/councilmeetings

WELCOME-PLEASE TURN OFF CELL PHONES- Thank You.

Physically attending the open meeting: The City Council Chambers will be open for the meeting. However, please note the following:

1. Limited Seating will be provided at a minimum distance of 6' apart in accordance with guidelines.
2. If you are feeling sick, have been in close contact with someone who has been sick, or are uncomfortable being in physical attendance, please use the video conferencing option.
3. It is **required** those in attendance wear a face mask.

1) CALL THE MEETING TO ORDER

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

4) AMENDMENTS TO THE AGENDA AND DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS The declaration and justification of an amendment must be approved by motion of the Council.

5) ACTION ITEM: CONSENT CALENDAR APPROVAL

- A) Regular Council Minutes of July 22, 2020
- B) Regular and Special Bills as presented

6) CEREMONIES AND REPORTS

7) VISITORS COMMENTS – An opportunity to address concerns not on the agenda

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

8) OLD BUSINESS

9) PUBLIC HEARING

10) NEW BUSINESS

- A) DISCUSSION ITEM:** Presentation of the FY 2019-2020 Audit
- B) DISCUSSION ITEM:** Resolution calling for a KMPO Ballot Measure November 3rd, 2020
- C) ACTION ITEM:** Consideration for the Professional services Agreement with HMM Engineering for the Latah Street Bridge Construction Inspection

11) STAFF REPORTS

- A) Public Works Reporting**
- B) Police Department Reporting**
- C) Park and Recreation Reporting**
- D) City Administrator**

12) MAYOR’S REPORT/APPOINTMENTS

- A) ACTION ITEM:** Appointment of Michael Compton to Planning and Zoning

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.



Rathdrum

City Council Minutes

July 22, 2020

6:00 p.m.

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

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the City Website –
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3. It is recommended those in attendance wear a face mask.

1) CALL THE MEETING TO ORDER

Meeting called to order at 6:00 pm

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

PRESENT: Mayor Holmes, Councilor Adams. Councilor Laws and Councilor Rickard via Zoom video Conference

ABSENT: Councilor Hill

STAFF: City Administrator Duce, City Finance Director Taylor. City Clerk Halligan, Police Chief McLean, City Planner Siess, and City Attorney Herrington via Zoom video Conference

4) AMENDMENTS TO THE AGENDA AND DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS The declaration and justification of an amendment must be approved by motion of the Council.

City Administrator Duce stated that item 10b an Action Item Consideration of the Roadway surfacing Agreement with BNSF Railway for Mill Street/Quiet Zone Improvements can be removed off of the agenda.

The Railroad has chosen to make that agreement directly with the contractors that we have hired to do that project instead of including us as a third party to that agreement.

5) ACTION ITEM: CONSENT CALENDAR APPROVAL

- A) Regular Council Minutes of July 8, 2020
- B) Regular and Special Bills as presented
- C) Consideration of the Timber Glade Development Agreement

City Administrator Duce gave a brief presentation on the consent calendar.

Councilor Laws made a MOTION that we accept the Consent Calendars as presented. Motion seconded by Councilor Rickard.

AYES: Councilor Laws
Councilor Rickard
Councilor Adams

NAYES: None

ABSENT: Councilor Hill

Passed

6) CEREMONIES AND REPORTS

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

8) OLD BUSINESS

- A) **ACTION ITEM:** Consideration of the Code Enforcement Policy

City Administrator Duce gave a brief presentation on the Code Enforcement Policy.

The purpose of this Policy is to provide a general overview of the expected practice for Code enforcement procedures for the City's Code Enforcement Officer position, the policies and procedures used, and differentiate those Code enforcement actions performed by the Rathdrum Police Department (RPD).

Due to limited resources in the past the City Planning and Zoning Department has not "policed" activity within the community which is within the department's authority to maintain and enforce. "Policing" means, for the purposes of this policy, daily monitoring of all portions of the City for full compliance with applicable Rathdrum City Code sections. Rather than such resource-driven activity, the department utilized a terraced system with levels of enforcement for efficient and effective prioritization and timely responsiveness. This Policy will follow the same basic format.

This Policy shall serve as a tool for the Code Enforcement Officer in performing their normal duties related to the goal of obtaining compliance. Additionally, the Policy provides guidance to general Planning, Building and Public Works staff regarding the processing of Code violations.

City Administrator Duce suggested that the City includes the following wording within the Code Enforcement Policy.

In an attempt to bring all code violations regarding accessory structures, landscaping, or stormwater retention/treatment areas (swales) into compliance, the City will follow this policy in regarding items that are not compliant with city code and have been in existence prior to January 1, 2020.

Property owners with an alleged code violation that has been in existence prior to January 1, 2020 shall be sent a letter informing the owner about the alleged violation in an informational letter that includes the name, contact information and available hours of the code official and the code section that is in question. The purpose of the letter will be to inform the property owner about the alleged violation and the period of time to make corrections.

All code violations will need to become compliant to city code before August 1, 2022 (two years from the adoption of this policy).

Exception: Any code violation that has been in existence prior to January 1, 2020 that is defined as a public safety violation, as designated by city staff, must be addressed immediately and will not receive the same two-year period.

Mayor Holmes stated for the record that we have always enforced the code we just had more egregious things to deal with over the last five or ten years.

Councilor Adams made a MOTION that we approve the City of Rathdrum Code Enforcement Policy including the memo that was sent out to the City Council early today. Motion seconded by Councilor Law.

AYES: Councilor Adams
Councilor Laws
NAYES: Councilor Rickard
ABSENT: Councilor Hill

Passed

See attached memo

Let the record show Mike Hill has joined the zoom meeting at 6:16 pm

9) PUBLIC HEARING

10) NEW BUSINESS

A) **ACTION ITEM:** Consideration of the Final Draft of the Budget FY 20-21

City Administrator Duce gave a brief presentation on the Final Draft of Budget FY 20-21.

City Administrator Duce went over the Merit % increase, Red Flag Differential, Swing Shift and the Graveyard Shift.

Councilor Laws made a MOTION that we approve the Final Draft of the Budget FY 20-21 as presented and send off to publication. Motion seconded by Councilor Rickard.

AYES: Councilor Laws
Councilor Rickard
Councilor Hill
Councilor Adams
NAYES: None
ABSENT: None

Passed by all

B) **ACTION ITEM:** Consideration of the Roadway surfacing Agreement with BNSF Railway for Mill Street/Quiet Zone Improvements

Not Considered

C) ACTION ITEM: Consideration of the Bid Award and Contract Approval to Seelan Construction for Latah Street Bridge Replacement

City Administrator gave a brief presentation on the Bid Award and Contract Approval to Seelan Construction for Latah Street Bridge Replacement
Councilor Law made a MOTION that we accept the bid award and contract approval to Seelan Construction and authorize the Mayor to sign the contract. Motion seconded by Councilor Rickard.

AYES: Councilor Laws
Councilor Hill
Councilor Rickard
Councilor Adams

NAYES: None

ABSENT: None

Passed by all

11)STAFF REPORTS

- A) Finance Reporting
- B) City Administrator

12)MAYOR’S REPORT/APPOINTMENTS

13)COUNCIL REPORTS

14)ADJOURN

Meeting is adjourned 6:53 pm

Vic Holmes, Mayor

Attest:

Sherri L Halligan, City Clerk

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



Memo

To: Mayor & Council

From: Leon Duce

Subject: Code Enforcement Policy

After meeting with citizens in regards to code enforcement, I would like to submit the following language into the code enforcement policy to help resolve code violations that have been in place for extended periods of time. This addition does not propose to extend any code violations that are declared as a public safety violation by city staff.

In an attempt to bring all code violations regarding accessory structures, landscaping, or stormwater retention/treatment areas (swales) into compliance, the City will follow this policy in regarding items that are not compliant with city code and have been in existence prior to January 1, 2020.

Property owners with an alleged code violation that has been in existence prior to January 1, 2020 shall be sent a letter informing the owner about the alleged violation in an informational letter that includes the name, contact information and available hours of the code official and the code section that is in question. The purpose of the letter will be to inform the property owner about the alleged violation and the period of time to make corrections.

All code violations will need to become compliant to city code before August 1, 2022 (two years from the adoption of this policy).

Exception: Any code violation that has been in existence prior to January 1, 2020 that is defined as a public safety violation, as designated by city staff, must be addressed immediately and will not receive the same two-year period.

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-415-310							
134	AMAZON CAPITAL SERVICES	194H-RVVJ-L9	Iphone cable	07/24/2020	10.95	.00	
2440	STAPLES ADVANTAGE	3451625537	Ink cart, phone cord	07/18/2020	29.99	.00	
2518	SUPER ONE FOODS	04-2426134	Supplies	07/17/2020	7.24	.00	
2518	SUPER ONE FOODS	04-2426134	Supplies	07/17/2020	7.25	.00	
Total 10-415-310:					55.43	.00	
10-415-320							
546	CRYSTAL SPRINGS	100773010718	Cooler rent & water	07/27/2020	104.58	.00	
2815	VISA	VH8841AUG20	Aug credit card pymt	07/28/2020	44.93	.00	
Total 10-415-320:					149.51	.00	
10-415-370							
2033	QUADIENT LEASING USA, Inc.	72720	Meter refill	07/20/2020	65.22	.00	
Total 10-415-370:					65.22	.00	
10-415-510							
75	TIME WARNER CABLE	002706407252	Internet fee	07/25/2020	264.31	.00	
2810	VERIZON WIRELESS, BELLEVU	9859470067	Cell phones -CH	07/25/2020	126.09	.00	
Total 10-415-510:					390.40	.00	
10-415-796							
2271	ROYAL BUSINESS SYSTEMS-T	27448794	Copier pymt	07/20/2020	432.55	.00	
Total 10-415-796:					432.55	.00	
10-416-429							
283	BENEFITS EXCHANGE NORTH	4192	Cobra admin fees	08/03/2020	43.00	.00	
Total 10-416-429:					43.00	.00	
10-421-310							
2440	STAPLES ADVANTAGE	3451145819	Supplies	07/11/2020	246.65	.00	
Total 10-421-310:					246.65	.00	
10-421-320							
134	AMAZON CAPITAL SERVICES	1LML-CQL6-1	Face shields	07/20/2020	199.90	.00	
2144	RATHDRUM TRADING POST HA	6837/1	Corner brace, 36X72 acrylic	07/24/2020	92.61	.00	
2518	SUPER ONE FOODS	04-2429267	Cake-RPD	07/20/2020	20.41	.00	
2797	VANGUNDY, ALLIE	72220	Prof portraits forRPD	07/22/2020	400.00	.00	
2947	ZIEGLER LUMBER COMPANY	1017 298658	Plwwood, corner brace	07/24/2020	60.27	.00	
Total 10-421-320:					773.19	.00	
10-421-325							
2765	UNIFORMS 2 GEAR	105174	Name tag	07/03/2020	7.00	.00	
2765	UNIFORMS 2 GEAR	105175	Name tag	07/21/2020	7.00	.00	
2765	UNIFORMS 2 GEAR	105176	Pants	07/21/2020	70.30	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-421-325:					84.30	.00	
10-421-350							
863	PRAIRIE AUTOMOTIVE	200029	Oil change	07/25/2020	80.00	.00	
863	PRAIRIE AUTOMOTIVE	200030	Oil change	07/25/2020	80.00	.00	
863	PRAIRIE AUTOMOTIVE	200031	Oil change	07/27/2020	80.00	.00	
Total 10-421-350:					240.00	.00	
10-421-370							
2033	QUADIENT LEASING USA. Inc.	72720	Meter refill	07/20/2020	137.22	.00	
Total 10-421-370:					137.22	.00	
10-421-510							
1979	POWERNET GLOBAL COMMUNI	42130356	Long distance service	07/27/2020	87.61	.00	
2810	VERIZON WIRELESS, BELLEVU	9859470067	Cell phones -PD	07/25/2020	845.16	.00	
2950	ZIPLY FIBER	2080016771JU	Tele	07/13/2020	512.00	.00	
2950	ZIPLY FIBER	2086870711JU	Tele	07/13/2020	807.17	.00	
Total 10-421-510:					2,251.94	.00	
10-421-520							
240	AVISTA UTILITIES	8446740000JU	Natural gas	07/20/2020	12.95	.00	
1370	KOOTENAI COUNTY SOLID WA	84744JUN20	Garbage dumpster	06/30/2020	77.00	.00	
Total 10-421-520:					89.95	.00	
10-421-610							
863	PRAIRIE AUTOMOTIVE	200029	Charged AC	07/25/2020	50.00	.00	
863	PRAIRIE AUTOMOTIVE	200031	Repaired AC, installed washer bla	07/27/2020	710.63	.00	
863	PRAIRIE AUTOMOTIVE	200034	Bolts, connectors, adhesive for ra	07/27/2020	85.00	.00	
Total 10-421-610:					845.63	.00	
10-421-685							
1390	KOOTENAI HUMANE SOCIETY	RATH 6-2020	Animal care	07/10/2020	190.00	.00	
Total 10-421-685:					190.00	.00	
10-421-720							
2795	VANGUARD CLEANING SYSTE	97243	August Fee	07/30/2020	215.00	.00	
Total 10-421-720:					215.00	.00	
10-421-750							
863	PRAIRIE AUTOMOTIVE	200033	Installed camera in 2020 Ford	07/27/2020	400.00	.00	
Total 10-421-750:					400.00	.00	
10-421-760							
1619	MOTOROLA SOLUTIONS, Inc,	16113227	Portable radio	07/14/2020	4,213.59	.00	
863	PRAIRIE AUTOMOTIVE	200032	Installed police equipment in 2020	07/27/2020	2,500.00	.00	
Total 10-421-760:					6,713.59	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-421-770							
732	JOSEPH HUME	2020-0713-S	AC adapterss, memory upgrade,	07/23/2020	430.71	.00	
Total 10-421-770:					430.71	.00	
10-421-775							
732	JOSEPH HUME	2020-0713-S	Service agreement	07/23/2020	400.00	.00	
Total 10-421-775:					400.00	.00	
10-421-796							
2271	ROYAL BUSINESS SYSTEMS-T	27448794	Copier pymt	07/20/2020	432.55	.00	
Total 10-421-796:					432.55	.00	
10-423-330							
960	HICO COUNTRY STORE, INC.	112655	July fuel PW	07/27/2020	31.30	.00	
960	HICO COUNTRY STORE, INC.	112765	Jun fuel PW	06/22/2020	11.46	.00	
960	HICO COUNTRY STORE, INC.	112770	July fuel PW	07/16/2020	30.57	.00	
960	HICO COUNTRY STORE, INC.	112772	July fuel PW	07/27/2020	48.70	.00	
Total 10-423-330:					122.03	.00	
10-423-370							
2033	QUADIENT LEASING USA, Inc.	72720	Meter refill	07/20/2020	84.16	.00	
Total 10-423-370:					84.16	.00	
10-423-510							
2810	VERIZON WIRELESS, BELLEVU	9859470067	Cell phones -PW	07/25/2020	642.84	.00	
Total 10-423-510:					642.84	.00	
10-423-520							
240	AVISTA UTILITIES	3797170000JU	GAS & ELECTRIC	07/21/2020	60.00	.00	
240	AVISTA UTILITIES	8475570000JU	GAS & ELECTRIC	07/20/2020	447.16	.00	
1370	KOOTENAI COUNTY SOLID WA	30302JUN20	Inert material	07/15/2020	24.75	.00	
1370	KOOTENAI COUNTY SOLID WA	80608JUN20	Dumpster 2 yds	06/30/2020	351.00	.00	
1370	KOOTENAI COUNTY SOLID WA	81011JUN20	Garbage dumpster	06/30/2020	32.50	.00	
Total 10-423-520:					915.41	.00	
10-423-720							
2795	VANGUARD CLEANING SYSTE	97243	August Fee	07/30/2020	425.00	.00	
Total 10-423-720:					425.00	.00	
10-423-920							
861	GREAT AMERICA FINANCIAL SE	27448793	Large copier	07/30/2020	368.78	.00	
2271	ROYAL BUSINESS SYSTEMS-T	27448794	Copier pymt	07/20/2020	432.55	.00	
Total 10-423-920:					801.33	.00	
10-431-320							
200	ARROW CONSTRUCTION SUPP	275052	Blue marking	07/14/2020	42.01	.00	
277	BEAN TOOLS, INC	335638	Tools	07/15/2020	139.86	.00	
964	HI-LINE INC	10791375	Drill tap set,wipes,blade,fuse	07/23/2020	24.77	.00	
964	HI-LINE INC	10791375.2	Hydration Sqwincher	07/23/2020	14.14	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
970	HOME DEPOT/GEFC	2230316	Marking paint	07/14/2020	11.96	.00	
1417	LAKELAND IMMEDIATE CARE	126	Drug screen CL & Bat	07/09/2020	50.00	.00	
2144	RATHDRUM TRADING POST HA	6769/1	Marking paint	07/16/2020	13.66	.00	
Total 10-431-320:					296.40	.00	
10-431-390							
200	ARROW CONSTRUCTION SUPP	275603	Asphalt blade	07/17/2020	186.27	.00	
1016	INTERMOUNTAIN SIGN & SAFE	12322	Speed signs	07/15/2020	499.60	.00	
1016	INTERMOUNTAIN SIGN & SAFE	12356	Speed limit signs	07/21/2020	119.85	.00	
1016	INTERMOUNTAIN SIGN & SAFE	12365	Speed limit signs	07/22/2020	300.00	.00	
1016	INTERMOUNTAIN SIGN & SAFE	9683	Credit from inv 12322-speed signs	07/22/2020	159.80	.00	
Total 10-431-390:					945.92	.00	
10-431-429							
78	A DRUG FREE ALLIANCE	38954	CI Dot/Clinic Lab Collection	07/09/2020	45.00	.00	
Total 10-431-429:					45.00	.00	
10-431-480							
258	BACKFLOR PREVENTION SUPP	00072965	i00390806-06272020	07/16/2020	3,151.66	.00	
480	COEUR D'ALENE PRESS, INC.	100390806-062	Latah Street Bid #3752	06/27/2020	112.54	.00	
480	COEUR D'ALENE PRESS, INC.	100390806-070	Latah Street Bid #3752	07/04/2020	81.31	.00	
Total 10-431-480:					3,345.51	.00	
10-431-525							
240	AVISTA UTILITIES	0204138305JU	Street lights	07/20/2020	35.24	.00	
240	AVISTA UTILITIES	0395820000JU	Street lights	07/20/2020	35.91	.00	
240	AVISTA UTILITIES	0432070000JU	Street lights	07/20/2020	30.26	.00	
240	AVISTA UTILITIES	2219530000JU	Street lights	07/21/2020	14.26	.00	
240	AVISTA UTILITIES	2820160000JU	Street lights	07/20/2020	13.13	.00	
240	AVISTA UTILITIES	4527920000JU	Street lights	07/20/2020	31.65	.00	
240	AVISTA UTILITIES	5798260000JU	Street lights	07/20/2020	48.05	.00	
240	AVISTA UTILITIES	5828150000JU	Street lights	07/20/2020	13.13	.00	
240	AVISTA UTILITIES	6732020000JU	Street lights	07/20/2020	30.37	.00	
240	AVISTA UTILITIES	6852400000JU	Street lights	07/20/2020	13.13	.00	
240	AVISTA UTILITIES	7122810000JU	Street lights	07/20/2020	13.13	.00	
240	AVISTA UTILITIES	7896220000JU	Street lights	07/20/2020	13.13	.00	
1385	KOOTENAI ELECTRIC	1488980JUL20	Street lights	07/20/2020	135.00	.00	
1385	KOOTENAI ELECTRIC	1587962JUL20	Street lights	07/20/2020	200.12	.00	
1385	KOOTENAI ELECTRIC	1844717JUL20	Street lights	07/20/2020	573.15	.00	
Total 10-431-525:					1,199.66	.00	
10-431-610							
1650	NAPA AUTO STORE, CDA, INC.	915431	Tubes-step nerfbar # 3	07/20/2020	172.14	.00	
1650	NAPA AUTO STORE, CDA, INC.	915938	Truck shocks-2004 Dodge Ram	07/23/2020	197.36	.00	
1815	O'REILLY AUTO PARTS	3930-106970	Eng treatment,car wash	07/16/2020	53.95	.00	
1815	O'REILLY AUTO PARTS	3930-109401	Ratchet, trans cndtnr,stblzr	07/27/2020	61.97	.00	
Total 10-431-610:					485.42	.00	
10-431-720							
2328	SERIGHT'S ACE HARWARE 3	14963/3	Shop counter top	07/15/2020	38.36	.00	
2328	SERIGHT'S ACE HARWARE 3	14966/3	Faucet supply line	07/15/2020	6.83	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-431-720:					45.19	.00	
10-431-730							
200	ARROW CONSTRUCTION SUPP	275827	Cold mix patch	07/20/2020	285.90	.00	
510	CONMAT, INC.	83044	3/4 base	07/08/2020	675.92	.00	
Total 10-431-730:					961.82	.00	
10-435-310							
2033	QUADIENT LEASING USA, Inc.	72720	Meter refill	07/20/2020	82.96	.00	
2440	STAPLES ADVANTAGE	3452110126	Face masks & clorox	07/25/2020	53.35	.00	
Total 10-435-310:					136.31	.00	
10-435-315							
259	B & C TELEPHONE	CSS-090654	Tele	07/21/2020	329.71	.00	
Total 10-435-315:					329.71	.00	
10-435-330							
960	HICO COUNTRY STORE, INC.	112854	July fuel PR	07/08/2020	54.37	.00	
960	HICO COUNTRY STORE, INC.	112859	July fuel PR	07/16/2020	76.38	.00	
960	HICO COUNTRY STORE, INC.	112861	July fuel PR	07/20/2020	88.59	.00	
960	HICO COUNTRY STORE, INC.	112864	July fuel PR	07/23/2020	42.05	.00	
960	HICO COUNTRY STORE, INC.	112865	July fuel PR	07/23/2020	37.26	.00	
960	HICO COUNTRY STORE, INC.	112868	July fuel PR	07/28/2020	22.12	.00	
960	HICO COUNTRY STORE, INC.	112874	Aug fuel PR	08/03/2020	40.77	.00	
Total 10-435-330:					361.54	.00	
10-435-420							
2948	YOUSEY, CINDER	008-2020	Camp host	07/22/2020	600.00	.00	
Total 10-435-420:					600.00	.00	
10-435-510							
2810	VERIZON WIRELESS, BELLEVU	9859470067	Cell phones -PR	07/25/2020	293.22	.00	
Total 10-435-510:					293.22	.00	
10-435-520							
240	AVISTA UTILITIES	0030160000JU	Area Light	07/20/2020	34.03	.00	
240	AVISTA UTILITIES	126820000JUL	ELECTRIC	07/20/2020	34.30	.00	
240	AVISTA UTILITIES	2491230000JU	ELECTRIC	07/20/2020	13.35	.00	
240	AVISTA UTILITIES	3088650000JU	ELECTRIC	07/20/2020	94.14	.00	
240	AVISTA UTILITIES	3857440000JU	ELECTRIC	07/20/2020	27.42	.00	
240	AVISTA UTILITIES	4305510000JU	ELECTRIC	07/21/2020	16.31	.00	
240	AVISTA UTILITIES	4552300000JU	Area Light & electric	07/21/2020	100.22	.00	
1370	KOOTENAI COUNTY SOLID WA	85115JUNE20	Garbage cart	06/30/2020	3.00	.00	
Total 10-435-520:					322.77	.00	
10-435-720							
163	APOLLO SHEET METAL, Inc	930000286	HVAC/R Preventive Maintenance	06/30/2020	250.00	.00	
2795	VANGUARD CLEANING SYSTE	97243	August Fee	07/30/2020	105.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-435-720:					355.00	.00	
10-435-740							
2144	RATHDRUM TRADING POST HA	6812/1	Fertilizer	07/22/2020	11.69	.00	
Total 10-435-740:					11.69	.00	
10-435-920							
2271	ROYAL BUSINESS SYSTEMS-T	27448794	Copier pymt	07/20/2020	432.54	.00	
Total 10-435-920:					432.54	.00	
10-438-315							
730	FERGUSON ENT, LLC	8412906	Plas tp spindle	07/27/2020	146.00	.00	
1315	KAYGEECO INC.	71420	Tri fold towels	07/14/2020	599.90	.00	
Total 10-438-315:					745.90	.00	
10-438-320							
960	HICO COUNTRY STORE, INC.	112869	July fuel PR	07/28/2020	17.19	.00	
1016	INTERMOUNTAIN SIGN & SAFE	12321	Pedestrian sign	07/15/2020	219.00	.00	
2144	RATHDRUM TRADING POST HA	6713/1	Spade bit, bar chain oil	07/09/2020	28.73	.00	
2144	RATHDRUM TRADING POST HA	6735/1	Trimmer line	07/13/2020	17.99	.00	
2144	RATHDRUM TRADING POST HA	6740/1	Bits, bit holder	07/13/2020	35.77	.00	
2144	RATHDRUM TRADING POST HA	6759/1	4" metal grind	07/15/2020	4.13	.00	
2144	RATHDRUM TRADING POST HA	6766/1	Universal head for trimmer	07/16/2020	50.38	.00	
2144	RATHDRUM TRADING POST HA	6791/1	Bilge pump, Bleach	07/20/2020	53.17	.00	
2144	RATHDRUM TRADING POST HA	6840/1	Safety hasp	07/24/2020	8.99	.00	
2328	SERIGHT'S ACE HARWARE 3	15023/3	Supplies ffor community garden	07/22/2020	37.56	.00	
Total 10-438-320:					472.91	.00	
10-438-330							
960	HICO COUNTRY STORE, INC.	112811	June fuel PR	06/01/2020	15.56	.00	
960	HICO COUNTRY STORE, INC.	112855	Lawn mower gas	07/10/2020	37.59	.00	
960	HICO COUNTRY STORE, INC.	112857	Lawn mower gas	07/14/2020	13.12	.00	
960	HICO COUNTRY STORE, INC.	112862	Mower gas	07/21/2020	31.58	.00	
960	HICO COUNTRY STORE, INC.	112863	Mower gas	07/21/2020	34.90	.00	
960	HICO COUNTRY STORE, INC.	112866	July fuel PD	07/27/2020	16.15	.00	
960	HICO COUNTRY STORE, INC.	112870	July fuel PD	07/28/2020	11.60	.00	
960	HICO COUNTRY STORE, INC.	112871	July fuel PR	07/28/2020	32.65	.00	
960	HICO COUNTRY STORE, INC.	12860	Mower gas	07/17/2020	31.32	.00	
2910	WESTERN STATES EQUIPMENT	IN001353707	Diesel	07/08/2020	65.00	.00	
Total 10-438-330:					289.47	.00	
10-438-360							
981	HORIZON	2S132919	Thayer valve	07/16/2020	64.41	.00	
2144	RATHDRUM TRADING POST HA	6754/1	Battery	07/15/2020	26.97	.00	
2144	RATHDRUM TRADING POST HA	6773/1	Screws	07/16/2020	1.56	.00	
2328	SERIGHT'S ACE HARWARE 3	14937/3	Backpack sprayer	07/14/2020	89.99	.00	
2328	SERIGHT'S ACE HARWARE 3	14939/3	Backpack sprayer	07/14/2020	89.99	.00	
Total 10-438-360:					272.92	.00	
10-438-520							
240	AVISTA UTILITIES	3476550000JU	ELECTRIC	07/21/2020	13.31	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
240	AVISTA UTILITIES	3706340000JU	ELECTRIC	07/20/2020	14.45	.00	
240	AVISTA UTILITIES	5030160000JU	Area Light	07/20/2020	32.06	.00	
240	AVISTA UTILITIES	5323310000JU	ELECTRIC	07/20/2020	13.43	.00	
240	AVISTA UTILITIES	9027800000JU	ELECTRIC	07/20/2020	42.85	.00	
1385	KOOTENAI ELECTRIC	1587962JUL20	Majestic Park lights	07/20/2020	693.13	.00	
Total 10-438-520:					809.23	.00	
10-438-570							
2910	WESTERN STATES EQUIPMENT	IN001352425	Track excavator	06/25/2020	1,159.00	.00	
Total 10-438-570:					1,159.00	.00	
10-438-600							
510	CONMAT, INC.	82899	3/4 base	06/26/2020	136.86	.00	
830	GIBBS LUMBER LLC	779	Rebar	07/14/2020	39.00	.00	
2144	RATHDRUM TRADING POST HA	6738/1	Wasp spray	07/13/2020	10.78	.00	
2945	WITTKOPF ENTERPRISES, INC.	101246912-00	Soil conditioner	07/02/2020	227.52	.00	
Total 10-438-600:					414.16	.00	
10-438-610							
981	HORIZON	2S133239	V-belt sleeve	07/27/2020	275.34	.00	
1815	O'REILLY AUTO PARTS	3930-106629	Starter # 70	07/14/2020	220.16	.00	
Total 10-438-610:					495.50	.00	
10-438-620							
1650	NAPA AUTO STORE, CDA, INC.	913758	Vapor canister for 2003 Chev s-10	07/08/2020	240.09	.00	
1650	NAPA AUTO STORE, CDA, INC.	913949	Fuel vapor canister	07/09/2020	166.80-	.00	
1815	O'REILLY AUTO PARTS	3930-105598	Vapor canister # 70	07/09/2020	167.12	.00	
Total 10-438-620:					240.41	.00	
10-439-320							
2144	RATHDRUM TRADING POST HA	6886/1	Ribbon epoxy	07/30/2020	6.29	.00	
Total 10-439-320:					6.29	.00	
10-439-330							
960	HICO COUNTRY STORE, INC.	112856	Lawn mower gas	07/14/2020	43.88	.00	
960	HICO COUNTRY STORE, INC.	112858	Lawn mower gas	07/16/2020	28.62	.00	
960	HICO COUNTRY STORE, INC.	112867	July fuel PR	07/28/2020	34.33	.00	
Total 10-439-330:					106.83	.00	
10-439-520							
240	AVISTA UTILITIES	2180110000JU	ELECTRIC	07/20/2020	13.73	.00	
240	AVISTA UTILITIES	7852400000JU	ELECTRIC	07/20/2020	24.80	.00	
Total 10-439-520:					38.53	.00	
10-439-600							
2144	RATHDRUM TRADING POST HA	6738/1	Wasp spray	07/13/2020	10.77	.00	
Total 10-439-600:					10.77	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-440-750							
2328	SERIGHT'S ACE HARWARE 3	15173/3	Ext cord	08/03/2020	31.48	.00	
Total 10-440-750:					31.48	.00	
10-440-865							
2144	RATHDRUM TRADING POST HA	6771/1	Trash liners	07/16/2020	26.98	.00	
Total 10-440-865:					26.98	.00	
10-490-200							
2815	VISA	SH0595AUG20	Wellness gift cards	07/28/2020	509.52	.00	
Total 10-490-200:					509.52	.00	
10-490-515							
430	CITY OF POST FALLS	INV04648	June dispatch	07/15/2020	7,717.82	.00	
Total 10-490-515:					7,717.82	.00	
40-400-200							
896	HMH, LLC	M19014-04	Prof services	06/05/2020	617.50	.00	
896	HMH, LLC	M19014-05	M19014-05	07/13/2020	13,359.50	.00	
Total 40-400-200:					13,977.00	.00	
60-434-310							
2440	STAPLES ADVANTAGE	3451625537	Ink cart & phone cord	07/18/2020	29.99	.00	
2518	SUPER ONE FOODS	04-2426134	Supplies	07/17/2020	7.24	.00	
Total 60-434-310:					37.23	.00	
60-434-370							
2033	QUADIENT LEASING USA. Inc.	72720	Meter refill	07/20/2020	65.22	.00	
Total 60-434-370:					65.22	.00	
60-434-510							
75	TIME WARNER CABLE	002706407252	Internet fee	07/25/2020	264.30	.00	
2810	VERIZON WIRELESS, BELLEVU	9859470067	Cell phones -CH	07/25/2020	126.09	.00	
Total 60-434-510:					390.39	.00	
60-434-520							
240	AVISTA UTILITIES	3179070000JU	ELECTRIC	07/20/2020	42.73	.00	
Total 60-434-520:					42.73	.00	
60-435-520							
240	AVISTA UTILITIES	0942300000JU	Water pumping	07/21/2020	36.80	.00	
240	AVISTA UTILITIES	1016020000JU	Water pumping	07/20/2020	5,031.75	.00	
240	AVISTA UTILITIES	3242300000JU	Water pumping	07/20/2020	24.96	.00	
240	AVISTA UTILITIES	3708160000JU	Water pumping	07/20/2020	434.47	.00	
240	AVISTA UTILITIES	4452300000JU	Water pumping	07/21/2020	44.00	.00	
Total 60-435-520:					5,571.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
60-435-700							
2698	TOTEM PACIFIC CORP	71724	Hii grade 50# untreated-miox salt	07/24/2020	1,078.49	.00	
Total 60-435-700:					1,078.49	.00	
60-436-320							
103	ALSCO	LSPO2318281	Towels & medical supplies	07/20/2020	53.08	.00	
103	ALSCO	LSPO2320464	Towels & medical supplies	07/27/2020	53.08	.00	
277	BEAN TOOLS, INC	335638	Tools	07/15/2020	139.87	.00	
964	HI-LINE INC	10791375	Masks	07/23/2020	24.79	.00	
964	HI-LINE INC	10791375.2	Hydration quincher	07/23/2020	14.14	.00	
1830	OXARC, INC.	31020227	Sodium hypochlorite Band aids	07/23/2020	126.99	.00	
1830	OXARC, INC.	31022445	Sodium hypochlorite	07/27/2020	144.63	.00	
2144	RATHDRUM TRADING POST HA	6836	Face masks	07/24/2020	15.28	.00	
2144	RATHDRUM TRADING POST HA	6836/1	Spray paint	07/24/2020	8.98	.00	
2328	SERIGHT'S ACE HARWARE 3	14993/3	Sharkbite elbow	07/17/2020	24.08	.00	
2518	SUPER ONE FOODS	04-2423137	Toilet paper	07/14/2020	14.96	.00	
Total 60-436-320:					619.88	.00	
60-436-450							
50	ACCURATE TESTING LABS,LLC	111765	Coliform Presence/Absence	07/13/2020	125.00	.00	
50	ACCURATE TESTING LABS,LLC	111944	Coliform Presence/Absence	07/21/2020	100.00	.00	
Total 60-436-450:					225.00	.00	
60-436-490							
257	BACKFLOW ASSEMBLY & SUPP	CLASS 921202	Backflow refresher course	07/27/2020	250.00	.00	
Total 60-436-490:					250.00	.00	
60-436-520							
240	AVISTA UTILITIES	2907930000JU	GAS & ELECTRIC	07/20/2020	84.67	.00	
Total 60-436-520:					84.67	.00	
60-436-720							
970	HOME DEPOT/GEFC	2230312	Counter top	07/14/2020	120.84	.00	
2795	VANGUARD CLEANING SYSTE	97243	August Fee	07/30/2020	52.50	.00	
Total 60-436-720:					173.34	.00	
60-436-735							
735	FILTRATION TECHNOLOGY INC	8123	Flow meter, valve	07/15/2020	715.65	.00	
Total 60-436-735:					715.65	.00	
61-434-310							
2440	STAPLES ADVANTAGE	3451625537	Ink cart & phone cord	07/18/2020	30.00	.00	
Total 61-434-310:					30.00	.00	
61-434-370							
2033	QUADIENT LEASING USA, Inc.	72720	Meter refill	07/20/2020	65.22	.00	
Total 61-434-370:					65.22	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
61-434-510							
75	TIME WARNER CABLE	002706407252	Internet fee	07/25/2020	264.30	.00	
2810	VERIZON WIRELESS, BELLEVU	9859470067	Cell phones -CH	07/25/2020	126.08	.00	
Total 61-434-510:					390.38	.00	
61-435-520							
240	AVISTA UTILITIES	0974613342JU	Sewer pumping	07/22/2020	571.64	.00	
240	AVISTA UTILITIES	3052400000JU	Sewer pumping	07/22/2020	13.29	.00	
240	AVISTA UTILITIES	5552300000JU	Sewer pumping	07/20/2020	198.69	.00	
240	AVISTA UTILITIES	6785020000JU	Sewer pumping	07/20/2020	1,103.47	.00	
240	AVISTA UTILITIES	7807930000JU	Sewer pumping	07/20/2020	29.33	.00	
240	AVISTA UTILITIES	9562330892JU	Sewer pumping	07/20/2020	6.06	.00	
1385	KOOTENAI ELECTRIC	1846146JUL20	Sewer pumping	07/20/2020	86.00	.00	
Total 61-435-520:					2,008.48	.00	
61-436-320							
103	ALSCO	LSPO2318281	Towels & medical supplies	07/20/2020	53.07	.00	
103	ALSCO	LSPO2320464	Towels & medical supplies	07/27/2020	53.07	.00	
277	BEAN TOOLS, INC	335638	Tools	07/15/2020	139.87	.00	
964	HI-LINE INC	10791375	Dust masks	07/23/2020	24.77	.00	
964	HI-LINE INC	10791375.2	Hydration Squincher	07/23/2020	14.14	.00	
1530	LOWE'S COMPANIES, INC	48782	Marking paint	07/14/2020	34.08	.00	
2144	RATHDRUM TRADING POST HA	6814/1	Gloves	07/22/2020	15.98	.00	
Total 61-436-320:					334.98	.00	
61-436-520							
240	AVISTA UTILITIES	2907930000JU	GAS & ELECTRIC	07/20/2020	84.67	.00	
240	AVISTA UTILITIES	3179070000JU	ELECTRIC	07/20/2020	42.73	.00	
Total 61-436-520:					127.40	.00	
61-436-720							
970	HOME DEPOT/GECF	2230312	Counter top	07/14/2020	120.84	.00	
2795	VANGUARD CLEANING SYSTE	97243	August Fee	07/30/2020	52.50	.00	
Total 61-436-720:					173.34	.00	
61-436-770							
11	SARGENT, BRETT R.	68217	Vacuum truck for jet rod plugged li	07/21/2020	7,222.26	.00	
Total 61-436-770:					7,222.26	.00	
61-490-690							
340	BNSF RAILWAY CO	20071564	Non-exclusive public roadway lea	07/20/2020	6,047.61	.00	
340	BNSF RAILWAY CO	20071626	Gravity sewer line-Lease	07/30/2020	1,612.70	.00	
Total 61-490-690:					7,660.31	.00	
62-400-200							
891	H.D. FOWLER	I5527342	Meter adapters	07/20/2020	347.52	.00	
Total 62-400-200:					347.52	.00	
Grand Totals:					82,684.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

FISCAL IMPACT:

The proposed Vehicle Registration Fee:

State of Idaho Vehicle Registration Fee based on Age of Vehicle	State Base Rate July 1, 2020	Statutory Authority Up to 2 times the Base Rate	Statutory Limit for Vehicle Registration Fee	Ballot Measure Request	Revised Annual Registration Fee	2019 Eligible Vehicles	Local Option Revenue 2019
Vehicles one (1) and two (2) years old	\$ 69.00	\$ 138.00	\$ 207.00	\$ 50.00	\$ 119.00	20,371	\$ 1,018,550.00
Vehicles three (3) and four (4) years old	\$ 57.00	\$ 114.00	\$ 171.00	\$ 50.00	\$ 107.00	11,885	\$ 594,250.00
Vehicles five (5) and six (6) years old	\$ 57.00	\$ 114.00	\$ 171.00	\$ 50.00	\$ 107.00	11,670	\$ 583,500.00
Vehicles seven (7) and eight (8) years old	\$ 45.00	\$ 90.00	\$ 135.00	\$ 50.00	\$ 95.00	9,924	\$ 496,200.00
Vehicles over eight (8) years old	\$ 45.00	\$ 90.00	\$ 135.00	\$ 50.00	\$ 95.00	92,506	\$ 4,625,300.00
<i>Excludes vehicles over 8,000 lbs., trailers</i>						146,356	\$ 7,317,800.00

The proposed fee will result in the provision of an estimated \$7,317,800.00 per year for badly needed transportation improvements within Kootenai County, based on 2019 vehicle data, with an expected 2% average annual increase in the amount collected over the proposed period that the fee would be in place (20 years).

Annual fee income could be leveraged with federal funding programs, with the potential of doubling the amount of funding that could become available to meet the current need to expand and upgrade Kootenai County’s transportation infrastructure. Additionally, approval of the local option fee would provide the County with the option to leverage the funds and take advantage of our country’s current historic low interest rates, enabling the improvements to be made more quickly. This would help relieve current congestion issues, as our region continues to grow, and would enhance the movement of goods which would stimulate economic growth and diversification.

OPTIONS:

1. Approve and adopt Resolution (Attachment "1") requesting the Board of County Commissioners to call for an election to authorize the Kootenai County Vehicle Registration Fees.
2. Do not approve and adopt the Resolution
3. Revise Resolution and approve and adopt the revised resolution.

Attachment - 1
Resolution w/Exhibit "A"

RESOLUTION NO. 2020-1

BY THE KOOTENAI METROPOLITAN PLANNING ORGANIZATION BOARD OF DIRECTORS.

A RESOLUTION REQUESTING AN ELECTION TO APPROVE OR DISAPPROVE THE IMPLEMENTATION AND COLLECTION OF A LOCAL VEHICLE REGISTRATION FEE IN KOOTENAI COUNTY, AND FOR APPROVAL OF THE PROPOSED GENERAL ELECTION BALLOT QUESTION.

WHEREAS, Idaho Code 40-827 provides that any County may authorize the board of county commissioner to adopt an ordinance by majority vote of the board of county commissioners to implement and collect a motor vehicle registration fee not to exceed two (2) times the amount established in Section 49-402, Idaho Code, calling for an election to approve or disapprove the implementation and collection of a local vehicle registration fee for the purpose of generating funds to be used exclusively for the construction, repair, maintenance, and traffic supervision of the highways within Kootenai County; and

WHEREAS, said ordinance may call for an election to approve or disapprove the implementation and collection of a local vehicle registration fee at a general election held in even numbered years;

WHEREAS, the Board of Commissioners adopts the proposed General Election Ballot language, a copy of which is attached hereto as Exhibit "A" and incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by a majority vote of the KMPO Board of Directors a request to:

A. VEHICLE REGISTRATION FEE

1. That the Kootenai County Board of County Commissioners hereby call for an election to approve or disapprove the implementation and collection of a local vehicle registration fee at the general election to be held on November 3, 2020.

2. That the exact rate of the local vehicle registration fees implemented and collected for the various classifications of vehicles will not exceed two times the amount which the County Assessor currently collects pursuant to Idaho Code 49-402, will be in addition to those vehicle registration fees currently collected by the County Assessor, and will be as follows:

a. Each pickup truck and each other motor vehicle having a maximum gross weight not in excess of eight thousand (8,000) pounds, designed for the purpose of carrying passengers, and not used for hire:

Vehicles seven (7) or more years old.....\$50.00
Vehicles three (3) to six (6) years old.....\$50.00
Vehicles one (1) and two (2) years old.....\$50.00

b. Each motorcycle and terrain vehicle \$25.00

3. That the duration of the local vehicle registration fees implemented and collected will continue until December 31, 2041

4. That the above referenced local vehicle registration fees shall not be increased without the subsequent approval of the voters.

5. That those funds generated by the local vehicle registration fees will be used exclusively for:

I. Capital projects, specifically a regional Traffic Management Center for enhancing mobility and incident response;

II. Specific large-scale projects, such as the expansion and or replacement of aging infrastructure and the improvement of eleven key mobility corridors identified by the KMPO on August 13, 2020

6. That Kootenai County shall contract with the State of Idaho for the collection, distribution, and administration of the fee and under the definitions, rules, and regulations for the collection and administration of other registration fees as set forth in Chapter 4, Title 49, Idaho Code.

7. That the vehicle registration fee shall not become part of the state highway account or state highway distribution account, and shall be distributed to in accordance with written agreements approved by each of the local highway jurisdictions in Kootenai County.

B. GENERAL ELECTION BALLOT

1. That the Exhibit "A" General Election Ballot language is hereby requested and forwarded to the Kootenai County Board of Elections to be placed on the November 3, 2020 General Election Ballot.

ADOPTED this 13th day of August, 2020.

BOARD OF DIRECTORS KOOTENAI METROPOLITAN PLANNING ORGANIZATION:

Jim Kackman, Chair (CdA Tribe)

Lynn Borders, Vice Chair (Post Falls)

Dan Gookin, (City of Coeur d' Alene)

John Austin (East Side Highway District)

Dick Panabaker, (City of Hayden)

Bill Brooks (Kootenai County)

Rod Twete (Lakes Highway District)

Terry Werner, (Post Fall Highway Dist)

Darrell Rickard (City of Rathdrum)

Corinne Johnson, (Worley Highway Dist)

Damon Allen, (ITD District 1 Engineer)

STATEMENT OF PURPOSE

The last major transportation investments in Kootenai County took place in the early 1970's. Since that time, prosperity brought about by economic growth and development has placed increased pressure and demands on a transportation system that is rapidly reaching its capacity. This has resulted in the inability of the County's transportation infrastructure to maintain the safe and efficient movement of both people and goods in a reliable manner. This measure would authorize and increase the vehicle registration fees to establish a regional pooled funding source. The pooled funds would be used to leverage competitive grant funding programs and Federal low interest loans in order to accelerate implementation of twelve (12) regional projects, specifically identified to address traffic congestion, on State and local roads in order to ensure safe and efficient transportation for residents of Kootenai County.

Registration fees collected within Kootenai County by this measure would only be used to support the twelve identified local road and highway related projects within Kootenai County.

RATE OF VEHICLE REGISTRATION FEES

- a. Each automobile, pickup truck or other motor vehicle having a maximum gross weight not exceeding eight thousand (8,000) pounds, designed for the purpose of carrying passengers, and not used for hire: \$50.00
- b. Each motorcycle and terrain vehicle \$25.00

LENGTH OF TIME

This annual vehicle registration fee will start January 1, 2021 and will be in effect until December 31, 2041.

- o A YES (approve) vote will authorize the local vehicle registration fees.
- o A NO (disapprove) vote will retain the existing fees.

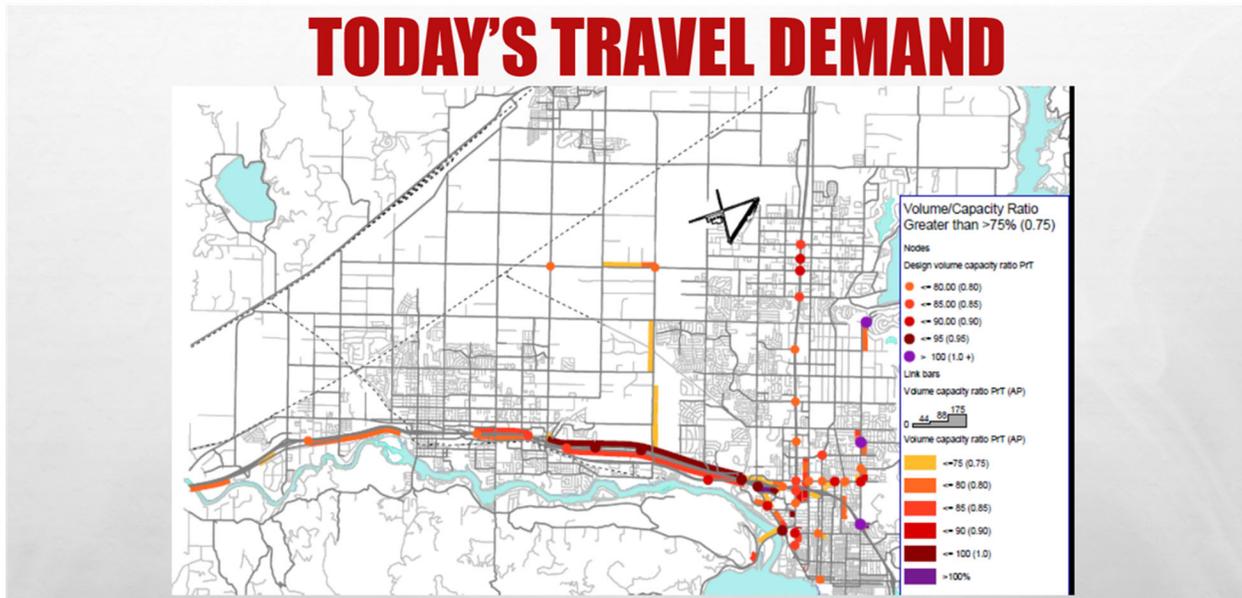
*Local Option Vehicle Registration Fee
Frequently Anticipated Questions
7/24/2020*

WHY IS THIS FEE NEEDED?

The last major investment in Kootenai County's transportation system occurred in the late 1960's and early 1970's. The economic growth and development the County since then, has brought prosperity to the region, but has also consumed the planned capacity of our major highways and roads. As a result, it is time for the residents of Kootenai County to partner with the Idaho Transportation Department, local jurisdictions, and highway districts to make the next investment in our transportation system, to preserve and provide for a safe, efficient, and reliable transportation system for today and the future. Just like those who recognized the need 50 years ago, and responded.



In addition, the federal approach toward funding major improvements over the past 15 years has moved to a national competitive grant program. To be successful, projects need to demonstrate a collective regional and state financial commitment in the range of 40% to 60% to be seriously considered. The days of expecting to use only "Someone else's money" to fund our transportation investments is quickly vanishing.



What is a local Option Vehicle Registration Fee?

Answer: Idaho Code SS 40-827 provides authorization for voters in a county to approve locally generated vehicle registration fees. The revenue is to be used exclusively for construction, repair, maintenance, and traffic supervision of the roads and highways within the jurisdictions of Kootenai County.

Does a Local Vehicle Registration Fee Require a Vote?**Answer: Yes.** The vote must be held during a general election, and a simple majority of the votes cast on the question will be necessary to authorize the fee.

What must the ballot question state?

Answer: How much and for how long. The ballot question is required by Idaho Statute to state the requested Fee amount and how long the local option fee would be in effect. The ballot question will request an annual \$50.00 local option vehicle registration fee at the time of a vehicles renewal and the duration will be for 20 years in order to obtain long term financing for the twelve regionally significant transportation projects.

What is the duration of the Local Option Vehicle Registration Fee?

Answer: 20 years. The fee would be for 20 years, January 1 2021 until December 31, 2041

Who will be permitted to vote on a Local Option Vehicle Registration Fee?

Answer: Kootenai County registered voters are permitted to vote on the question.

Does the fee cover all vehicles?

Answer: No. The increase in registration fees applies only to vehicles under 8,000 lbs. that are not used for hire.

State of Idaho Vehicle Registration Fee based on Age of Vehicle	State Base Rate July 1, 2020	Statutory Authority Up to 2 times the Base Rate	Statutory Limit for Vehicle Registration Fee	Ballot Measure Request	Revised Annual Registration Fee	2019 Eligible Vehicles	Local Option Revenue 2019
Vehicles one (1) and two (2) years old	\$ 69.00	\$ 138.00	\$ 207.00	\$ 50.00	\$ 119.00	20,371	\$ 1,018,550.00
Vehicles three (3) and four (4) years old	\$ 57.00	\$ 114.00	\$ 171.00	\$ 50.00	\$ 107.00	11,885	\$ 594,250.00
Vehicles five (5) and six (6) years old	\$ 57.00	\$ 114.00	\$ 171.00	\$ 50.00	\$ 107.00	11,670	\$ 583,500.00
Vehicles seven (7) and eight (8) years old	\$ 45.00	\$ 90.00	\$ 135.00	\$ 50.00	\$ 95.00	9,924	\$ 496,200.00
Vehicles over eight (8) years old	\$ 45.00	\$ 90.00	\$ 135.00	\$ 50.00	\$ 95.00	92,506	\$ 4,625,300.00
Excludes vehicles over 8,000 lbs., trailers and motorcycles						146,356	\$ 7,317,800.00

Why are older vehicles being assessed the same fee as new vehicles?

Answer: They deserve the same respect. Regardless of a vehicles age, condition, or value they are all still an essential part of moving people and goods on a daily basis. They too, rely on a safe and efficient transportation system.



In many instances, older vehicles have a higher incidence of creating congestion and system reliability issues because of more frequent mechanical failures. Vehicles eight (8) years and older represent 64% of the vehicles subject to the Local Option Registration Fees.

Why aren't motorcycles exempt from the Local Option Vehicle Registration Fee?

Answer: Because they are noisy.... Just kidding, kind of.



Motorcycles are classified as a motorized vehicle under Idaho Code Title 49 Motor Vehicles

Chapter 4 Registration. They occupy a travel lane and actually use up as much or more capacity as a car or light pickup due to the increased safety distances recommended between cars and motorcycles. Again, it is a matter of being fair and equitable to all users.

Why do motorcycles get a break from \$50.00 to \$25.00?

They are not generally considered an all-weather vehicle in Kootenai County.

How much money is expected to be generated if this question is approved?

Answer: The initial estimate is around \$7.3 million annually, based on 2019 vehicle data. Assuming a 2% annual increase vehicles between 2021 and 2041 that amount is expected to rise approximately to \$11.4 million annually. This should provide over \$200 million toward implementing projects.

How much of the Local Option Vehicle Registration Fee Actually Stays within Kootenai County?

Answer: 98.5% The Local Option Vehicle Registration Fee is collected annually when a qualifying vehicle is registered. Funds are then sent to the Idaho Department of Revenue, who in turn transmits the vehicle registration fees to Kootenai County. The funds are then deposited in the pooled program account or as agreed to by the eligible recipients. The Idaho Department of Revenue may retain up to 1.5% of the monthly revenue for administrative purposes.

How much of the Current Registration Fees come to Kootenai County jurisdictions and highway districts?

Answer: +/- 2.7% Current Vehicle Registration Fees are placed into the State Highway Revenue Account with gas tax and other fees for distribution to the Idaho Transportation Department (ITD), local jurisdictions, and highway districts or counties with road jurisdiction. Kootenai County received (2019) approximately 2.7% of the annual State Highway Revenue Account.

HISTORY OF IDAHO STATE RAISED HIGHWAY USERS REVENUE BY FISCAL YEAR (millions of dollars)						
	2014	2015	2016	2017	2018	2019
Total HUR Funds to ITD	\$180.64	\$189.43	\$261.90	\$265.02	\$273.61	\$286.11
Total HUR Funds to Locals	\$120.49	\$126.29	\$167.12	\$176.68	\$182.41	\$190.74
Minus HUR Funds to LHTAC	\$0.39	\$0.41	\$0.55	\$0.46	\$0.48	\$0.62
NET HUR Funds to Locals	\$120.10	\$125.88	\$166.57	\$176.21	\$181.93	\$190.11
Total Idaho Highway User Revenue =	\$476,220,000					
All Local Jurisdictions in Kootenai County=	\$ 13,047,096 2.73%					
4 Highway Districts in Kootenai County=	\$ 7,813,747 1.16%					
13 Cities in Kootenai County=	\$ 5,233,349 1.10%					

Why isn't the funding currently available for these projects?

Answer: There's no local money available. Annual transportation funding comes from basically three (3) sources. State and federal gas taxes and State of Idaho imposed vehicle registration fees. The last Federal gas tax increase occurred in **1993**. The last State of Idaho gas tax occurred in **2015**, and was limited to the repairs of bridges and maintenance of streets and roads. Increased costs over time associated with operating, maintaining and preserving the existing transportation, has all but eliminated any currently available funds to re-invest in our transportation system. Less than 10% of the funds provided annually go to addressing existing traffic congestion, capacity and reliability challenges.

Answer: Times have changed. The federal approach toward funding major improvements over the past 15 years has moved to a national competitive grant program. To be successful, projects need to demonstrate a collective regional and state financial commitment in the range of 40% to 60% to be seriously considered. The days of expecting to use only "Someone else's money" to fund our transportation investments are gone.

Why isn't growth paying for all of these projects to address our congestion problems?

Great question! Answer: The answer rests with definition of Growth. So what is growth? Growth is the increase in size, length or volume since a given point in time. Since the last major capacity increases to our transportation system occurred in the late 1960's and early 1970's. So for the purpose of addressing growth, it is the increase in population, employment and traffic since that time. Therefore if a person wasn't living in Kootenai County in say 1970, *(when the funds were provided to make those transportation investments and yet are using the transportation investments paid for by someone else)*, then the person should consider themselves part of "that growth" and be a willing participant in helping to pay for projects needed to help address our current and future congestion and reliability challenges.



Will buying a vehicle outside of Kootenai County let me avoid paying the Local Option Vehicle Registration Fee?

Answer: Nice Try! No.. The Local Option Vehicle Registration fee is collected at the time of registration, not at the point of sale; even though car dealers may process the title and registration as part of the transaction. The registration is based on the buyer's residence, and providing a fraudulent address to avoid a duly authorized fee is illegal, and subject to fines under Idaho Code.

Why put the revenue into a pooled fund rather than disbursed to each eligible jurisdiction?

Answer: Accountability and Efficiency. The twelve (12) identified projects, for the most part transcend jurisdictional boundaries, making their implementation more challenging and costly when divided up. Additionally, by pooling the revenue a more favorable loan rate and term can be negotiated to accelerate project implementation. Lastly, a pooled program also provides better opportunities for transparency and oversight by community members that will be requested to oversee the program in an advisory capacity.

When will we know if it is placed on the November 3, 2020 Ballot?

Answer: Prior to September 4, 2020. The Kootenai County Board of County Commissioners must vote to place the question on the ballot at a regular Board meeting in mid-August. If they approve the request, they would need to deliver it to the Idaho Secretary of State's Office by September 4, 2020.

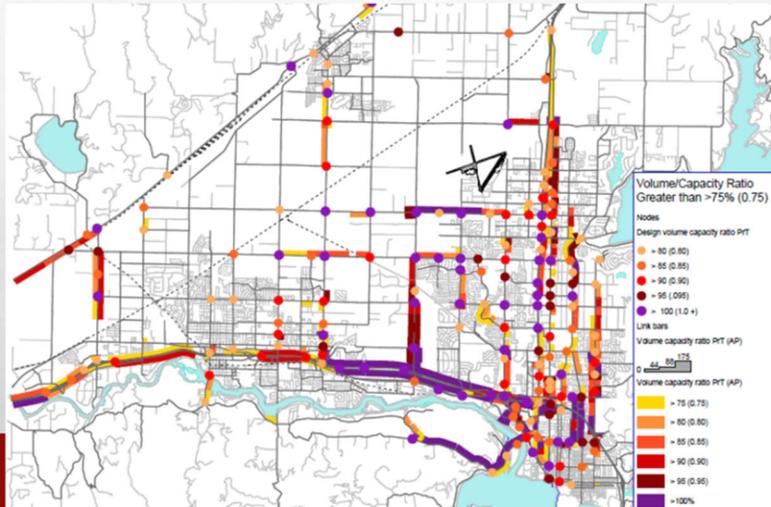
What happens to these projects if the Local Option Vehicle Registration Fee does not pass?

Answer: It won't be pretty. At the present level of transportation funding for capital funding (28.5 million annually), as documented in the draft 2021-2027 Transportation Improvement Program, it would take over 20 years of continuous funding without inflation, while at the same time ITD, local highway districts, and local jurisdictions would need to eliminate conducting road overlays, safety improvements, sealcoats, bridge repairs, and traffic signal upgrades.

Another way to look at it would be the need to devote the entire Idaho State Highway Revenue Account for two years to these twelve projects in Kootenai County.

TOMORROWS TRAVEL DEMAND

2040 No Build
(Only currently funded projects)



This fee doesn't make vehicles coming from Washington and other areas help pay for improvements. How is that fair?

Answer: Do you pay when you leave town?



60% of the statewide gas tax and vehicle registration fees collected in Idaho goes to the Idaho Transportation Department, as well as close to 80% of the Federal-aid funds provided by the Federal Highway Administration. ITD's funding is targeted specifically to address the intrastate and interstate movement of people and goods in Idaho. For this reason, seven (7) of the twelve projects show ITD and Federal participation at about 71% while local participation is only about 26% for these project costs. This is in recognition that residents of Kootenai County are willing to pay their fair share for the utilization of these facilities. So, as "those people" buy the currently cheaper gas in Idaho, they help support ITD activities in Kootenai County and throughout the State.

Okay, Last Question, Who or What is the Kootenai Metropolitan Planning Organization (KMPO)?

Answer: Kootenai Metropolitan Planning Organization (KMPO) was created in early 2003 through a joint powers agreement approved by the City of Coeur d' Alene, City of Post Falls, City of Hayden, City of Rathdrum, Post Falls Highway District, Lakes Highway District, East Side Highway District, Worley Highway District, Kootenai County, Idaho Transportation Department. The Coeur d' Alene Tribe joined a couple of years later. The primary responsibility of KMPO under Title 23 and Title 49 of the United States Code is to ensure and plan for the safe and efficient movement of people and goods in and across Kootenai County by developing a 20 year transportation plan and funding program. KMPO looks at current and future transportation challenges facing the region, and working community groups, local jurisdictions, state and federal agencies, and seeks to develop a common sense and realistic approach toward developing and implementing identified transportation investment. KMPO has a governing board of nine elected and two appointed officials, which meets monthly to oversee the activities of KMPO. They are supported by a 15 member technical committee (KCATT) that also meets monthly to provide the KMPO Board and KMPO staff technical reviews and recommendations on various plans, programs and projects. You can find out more about KMPO the website at www.kmpo.net

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: August 6, 2020
Re: Latah Street Bridge – Construction Inspection

For your consideration, please find attached a professional services agreement with HMH Engineering for providing construction inspection services and testing services for the Latah Street Bridge replacement project.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into effective this ____ day of _____, 2020, between HMH, LLC, an Idaho limited liability company (“HMH”), and City of Rathdrum, a municipal corporation (“CITY”).

This Agreement consists of the following documents which are incorporated herein by reference:

- a. Terms and Conditions (Exhibit A);
- b. Time and Material Engineering Services in accordance with (Exhibit B);
- c. Anticipated Observation and Testing (Exhibit C).

IT IS HEREBY AGREED by and between the undersigned as follows:

1. Scope of Engagement. CITY has engaged HMH to perform the following described services as follows:
 - a. Construction Observation
 - b. Review of Contractor Submittals

The services outlined above are to be performed in connection with the construction of the Latah Street Bridge Replacement project prepared by HMH for the City of Rathdrum (“Project”) owned by Client. Should the scope of the Project be changed by circumstances beyond the control of HMH, the parties shall renegotiate the terms and conditions of HMH’s engagement, including scope of services and rate of compensation.

It is agreed that HMH’s engagement is limited to performance of the services described above. HMH’s acceptance of this engagement does not involve an undertaking to perform any services other than those outlined above. HMH may agree with the City to limit or expand the scope of our representation from time to time, provided that any such change is confirmed in writing.

2. Fee. HMH shall be compensated for all Services as outlined above on an hourly basis in accordance with the rate schedule as outlined, Exhibit B, not to exceed Twenty Thousand and no/100 dollars (\$20,000.00) without written authorization. In addition, Client shall be responsible for payment of all costs incurred by HMH in performing its Services.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

HMH, LLC

3882 N. Schreiber Way, Suite 104
Coeur d'Alene, Idaho 83815

By: _____

Name: _____

Member

City of Rathdrum

8047 W. Main Street
Rathdrum, ID 83858

By: _____

Name: _____

Title: _____

EXHIBIT A

TERMS AND CONDITIONS

1. Fees. Our current billing rates for the professionals that are likely to work on this Project are outlined in Exhibit C. The fees that we charge for our services are based on a variety of factors, the most important of which is the amount of time spent on a particular engagement by our professionals. HMH's billing rates for the CITY shall not be changed during the term of the agreement without written approval of the CITY.

2. Costs. During the course of performing the Services for you, we may be obligated to make payments to third parties for various services. You will be responsible to reimburse us for any third-party charges which we may advance on your behalf. Examples include government and quasi-governmental agency fees, filing and recording fees, significant document duplication projects, overnight or express mail services, charges for outside consultants and research services, and travel expenses. In some circumstances, arrangements with your approval may be made for third parties to bill you directly for those costs. We will not charge you for certain internal services that we provide in connection with our Services (e.g., routine duplication, postage, faxing, and long-distance charges). We will itemize in detail any costs and charges that we advance on your behalf in the invoices that we send to you.

3. Estimates of Fees and Costs. HMH will perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by HMH. CITY recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. When there is a change in scope and/or schedule, or if unforeseen circumstances outside the control of HMH occur which affect the cost of the project for HMH, the parties shall negotiate increased compensation in good faith.

4. Payment of Invoices. Our standard practice is to issue invoices monthly for work performed and expenses incurred during the previous month. Payment is due within thirty (30) days of the CITY's receipt of the invoice, and HMH will charge a late payment fee of (1-1/2%) per month (18% per annum) on invoices not paid within thirty (30) days of receipt. Please bring any questions about inaccurate, inappropriate, or uncertain charges to the attention of the supervising engineer responsible for this project, within thirty (30) days of the date of the invoice in question. Typically, HMH is able to resolve billing questions and problems promptly to the satisfaction of our clients with little inconvenience or formality. HMH reserves the right to exercise statutory lien rights to secure any sums due without prior notice.

5. Standard of Performance; Disclaimer of Warranties.

a. Level of Services. HMH offers different levels of professional services to suit the desires and needs of differing projects and clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased costs. CITY must determine the level of Services adequate for its purposes. CITY has reviewed the Scope of Engagement and has determined that it does not need or want a greater level of Services than that being

provided.

b. Standard of Care. Subject to the limitations inherent in the agreed Scope of Engagement as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, HMH will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

c. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

6. Changed Circumstances. If HMH discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement and/or which are inconsistent with the general assumptions of the parties as articulated herein, HMH will notify CITY in writing of the changed conditions. Following notification, CITY and HMH shall renegotiate the terms and conditions of this Agreement in good faith. If HMH and CITY cannot agree upon amended terms and conditions within thirty (30) days after notification of the changed conditions, HMH or the CITY may terminate this Agreement and HMH shall be compensated for all work performed as of the date of termination.

7. Hazardous Environmental Conditions of Materials. HMH's services exclude any services related to hazardous materials or a hazardous environmental condition, including hazardous materials as defined by federal, state and local law. Discovery of hazardous materials after the date of execution of this Agreement mandates renegotiation of HMH's scope of work or suspension or termination of services.

8. Assistance with Permits, Governmental Approval. If the Scope of Engagement includes assistance with seeking governmental permits and/or approval, CITY understands and agrees that HMH does not warrant or guarantee that any permits or approvals will be acted upon favorably by the appropriate agency. Should the CITY have any questions regarding applicable laws, regulations, or laws, including but not limited to a determination of which permits or approvals are required for the Project, it agrees that it shall seek independent legal advice. Absent specific directives from the CITY to do so, HMH shall have no liability for failing to apply for any requisite governmental permits or approval for the Project.

9. Advise About Possible Outcomes. Either prior to or at the commencement of our engagement, HMH may have expressed opinions or beliefs concerning the engagement, possible designs, courses of action, and results. Any such statements made are intended to be an expression of opinion only, based upon information then known or available to us, and should not be construed as a promise or guarantee of a particular result or outcome.

10. Opinions of Construction and Project Costs. HMH may be asked to provide opinions of probable construction or Project costs as part of the professional services under this Agreement. CITY acknowledges that construction and project development are subject to many influences that are not subject to precise forecasting and are outside of HMH's control. CITY

understands and agrees that: HMH has no control over the cost of labor or materials furnished by others or market conditions; HMH's opinions of probable cost are based on HMH's experience and judgment; HMH does not guarantee or warrant that bids or estimates prepared by contractors will not deviate from opinions of probable cost provided by HMH; and HMH is not responsible for variations between actual construction bids or costs and HMH's opinions regarding probable construction costs.

11. Allocation of Risk.

a. Indemnification of CITY. Subject to the provisions and limitations of this Agreement, HMH agrees to indemnify and hold harmless CITY, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by HMH's negligent performance of its Services under this Agreement.

b. Indemnification of HMH. CITY will indemnify and hold harmless HMH Entities from and against any and all Losses to the extent caused by the negligence of CITY, its employees, agents and contractors. In addition, except to the extent caused by HMH's sole negligence, CITY expressly agrees to defend, indemnify and hold harmless HMH Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

c. Consequential Damages. Neither CITY nor HMH will be liable to the other for any special, consequential, incidental damages or penalties, including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

d. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If HMH provides Services to CITY that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. Insurance. HMH agrees to procure and maintain, at its sole expense, if reasonably available, the following insurance coverage:

- a.** Statutory Workers' Compensation/Employer's Liability Insurance;
- b.** Commercial General Liability Insurance with minimum limits of \$1,000,000.00 combined single limit for personal injury and property damage;
- c.** Automobile Liability Insurance, including liability for all owned, hired

- and non-owned vehicles with minimum limits of \$1,000,000.00 combined single limit for bodily injury and property damage; and
- d. Professional Liability Insurance of \$1,000,000.00 per claim and annual aggregate for protection against claims arising out of the performance of services under this agreement caused by negligent acts, errors, or omissions for which HMH is legally liable.

Upon request and at CITY expense, CITY can be made an additional insured on HMH's commercial general liability and automobile liability insurance policies and certificates of insurance will be furnished to the CITY.

13. CITY's Responsibilities. In addition to full and timely payment for the Services performed under this Agreement, CITY agrees to:

- a. Cooperation. Assist and cooperate with HMH in any manner necessary and within its ability to facilitate HMH's performance under this Agreement.
- b. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate CITY's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. CITY's representative will be subject to change by written notice.
- c. Rights of Entry. Provide access to and/or obtain permission for HMH to enter upon all property, whether or not owned by CITY, as required to perform and complete the Services. HMH will operate with reasonable care to minimize damage to the Project Site(s). However, CITY recognizes that HMH's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by CITY and is not included in the fee unless otherwise stated.
- d. Relevant Information. Supply HMH with all information and documents in CITY's possession or knowledge which are relevant to HMH's Services. CITY warrants the accuracy of any information supplied by it to HMH and acknowledges that HMH is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, CITY will notify HMH any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.
- e. Subsurface Structures. Correctly designate on plans to be furnished to HMH, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s). HMH is not liable to CITY for any losses, damages or claims arising from damage to subterranean structures or utilities.

14. Document Ownership, Retention and Destruction. All documents prepared or obtained through the course of the project, including electronic files, are the property of HMH and CITY. Upon request and payment of all fees and costs, CITY is entitled to a copy of the

complete project files, including paper and electronic versions. CITY agrees that no work product may be used or reused by the CITY other than for the construction, operation and maintenance of the Project, without prior written authorization of HMM. CITY acknowledges that any other use of HMM's work product by CITY will be at CITY's sole risk without liability of HMM. CITY shall timely pay, assume, defend, indemnify and hold HMM harmless from any claims, damages, losses and expenses, including attorney's fees, arising from unauthorized reuse of all work product prepared by HMM.

For various reasons, including the minimization of unnecessary storage expenses, HMM reserves the right to destroy or otherwise dispose of our own files within a reasonable time after the termination of the engagement in accordance with our records retention policies. HMM normally does not retain files for more than five (5) years after an engagement is concluded.

15. Termination of Engagement. The obligation to perform under this Agreement may be terminated by either party upon thirty (30) days written notice. HMM may terminate services under this agreement upon seven (7) days' written notice if CITY requires or demands that HMM perform services in conflict with HMM's professional responsibilities and CITY hereby waives any and all claims against HMM for such termination. If this Agreement is terminated by either party, HMM shall be timely paid for services rendered and for direct expenses incurred to the date of such termination plus close-out or suspension costs including but not limited to document management, rescheduling or re-assignment of personnel, and documentation as to status of work tasks.

16. Miscellaneous.

a. Merger. All oral and written representations, warranties, agreements and contracts discussed or entered into by the parties hereto or their representatives before the effective date of this Agreement relating directly or indirectly to the subject matter set forth in this Agreement are merged into and superseded by this Agreement and this Agreement constitutes the sole and the entire contract between the parties hereto relating to the transactions set forth in this Agreement.

b. Paragraph headings. The paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used to interpret it.

c. Severability. In the event any portions of this Agreement shall be deemed to be void, voidable or unenforceable, the remaining portions shall remain in full force and effect.

d. Choice of law and consent to jurisdiction and venue. This Agreement shall be governed by the laws of the State of Idaho. The parties hereby consent to the jurisdiction and venue of the district court located in Kootenai County, Idaho in the event of any legal proceeding with respect to the negotiation, execution or delivery of this Agreement, or the enforcement of any obligation, right of remedy thereunder, or the assertion of any claim, defense, set off or counterclaim in connection therewith.

e. Construction. As used in this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties hereto. The parties hereto agree that any rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor one party against the other.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which, when executed, shall constitute one and the same instrument. Several duplicate originals of this Agreement shall be signed and each such signed duplicate original for all purposes.

g. Facsimile Copies. The parties agree that facsimile copies of the signatures to this Agreement shall be treated as original signatures, are acceptable to each other, and shall bind the parties' respective rights and obligations under this Agreement, to the same extent as if such signatures were original signatures.

h. Time of the Essence. Timely and prompt performance of each provision of this Agreement is of the essence and shall be required.

i. Notices. Notices required hereunder shall be in writing and shall be delivered to the parties by hand, or certified mail, return receipt requested, at the addresses first listed above and shall be effective upon delivery.

j. Modifications. This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement subscribed to by each of the parties hereto or their authorized representatives.

k. Agreement Binding on Successors. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective past, present and future successors in interest, partners, directors, officers, owners, stockholders, administrators, executives, employees, agents, representatives and all parent, subsidiary, allied or affiliated corporations or survivors by merger.

l. No Third Party Beneficiaries. There shall be no designated or intended third-party beneficiaries to this Agreement. This Agreement is for the sole and exclusive benefit of the parties.

m. Waiver of Jury Trial. Both parties forever waive any and all rights to a trial by jury in any action or proceeding to enforce or defend any rights or remedies under this Agreement, or any action or proceeding in any way arising out of or in connection with this Agreement, whether in contract or tort, at law or in equity, or mixed, and agree

that any such action shall be tried by a judge and not by a jury.

n. Attorney's Fees. In the event the parties are unable to resolve a dispute arising under this Agreement and litigation or arbitration is filed to resolve the dispute, reasonable attorney's fees and costs may be awarded pursuant to Idaho Code 12-1.

EXHIBIT B
RATE SCHEDULE

<u>Staff</u>	<u>Hourly Rate</u>
Principal	\$130
Project Manager.	\$130
Project Engineer	\$110
Staff Engineer	\$75
Inspector	\$75

Exhibit C

Latah Street Bridge Replacement, Rathdrum Idaho

OBSERVATION AND TESTING REQUIREMENTS

The following are basic, minimum observation intervals required of the Contractor and Engineer in order to assure that minimum monitoring of the Contractors performance has been accomplished. However, if the Engineer feels it is necessary to provide a higher level of observation to result in satisfactory project completion, he will notify the Contractor.

Types and Frequencies of Observation and Testing:

- 1) Subgrade
 - A) Engineer to visually inspect at the completion of all stripping
 - B) Engineer to visually inspect at the completion of the preparation of the subgrade.
 - i) Compaction tests every 100-ft of roadway with a minimum of two tests per street.
- 2) Ballast and Base Course
 - A) Engineer to visually inspect at the completion of the placement of the materials or once per day during placement.
 - i) Compaction tests every 100-feet of roadway per lift of material with a minimum of two tests per street.
 - ii) Gradation test-at least one per day or one for every 2,000-feet of roadway.
- 3) Pavement
 - A) Engineer to visually inspect once per day during the placement.
 - B) Engineer to visually inspect after completion of the surface pavement.
 - C) Determine that asphalt materials and placement was in conformance with standards through the use of the following tests performed by an independent laboratory.
 - i) Mix design review.
 - ii) Extraction gradation test-at least one for every 2,000-feet of roadway.
 - iii) Density tests-at least one for every 100-feet of roadway with a minimum two tests per street.
- 4) Abutments
 - A) Engineer to visually inspect bridge abutment subgrade before the compacted Crushed Aggregate for Base is placed.
 - B) Engineer to visually inspect at the completion of the placement of Crushed Aggregate Base or once per day during placement.
 - i) Compaction tests Crushed Aggregate Base at each abutment once per lift of material.
 - ii) Gradation test-at least one per abutment.
 - C) 4000PSI Concrete for abutments
 - i) Per manufacture certification

D) Engineer to visually inspect bridge abutments at the completion of placement or once per day.

5) Bridge

A) Engineer to visually inspect bridge at the completion of placement or once a day.

6) Riprap

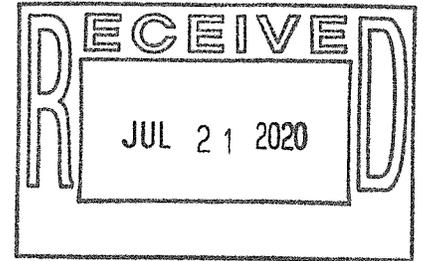
A) Engineer to visually inspect erosion control blanket at each abutment during placement.

B) Engineer to visually inspect riprap at the completion of the placement at each abutment.

City of Rathdrum
8047 W Main St
Rathdrum, ID 83858



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



Application for Appointed Positions

Name: MICHAEL COMPTON

Residence Address: 9547 N. MEYER RD, POST FALLS, ID 83854

Mailing Address: SAME

Home Phone: 406-788-0874 Work Phone: _____

Current Employer: RETIRED USAF

Positions: _____

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

Check all that apply:

- City Council
- Parks & Recreation
- Planning & Zoning

Resident of the City of Rathdrum: 0 Years Resident of Kootenai County: 4 Years

Current Government or Associated Government Positions you hold or have held:
2 TIME SQUADRON COMMANDER MANAGING ASSETS IN EXCESS OF FIFTEEN MILLION DOLLARS. EMERGENCY SERVICES AND AIRFIELD MANAGEMENT EXPERIENCES AT TWO SEPERATE BASE LOCATIONS.

List all Current or Past Rathdrum Community Involvement (i.e., Food Bank, Chamber of Commerce):
LOCAL VOLUNTEERING THROUGH CHURCH FOR CEMETARY CLEAN UP.

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

WITH MY EMERGENCY SERVICE EXPERIENCE I CAN PROVIDE INPUT PERTAINING TO TRAFFIC FLOW IMPACT ON CITY SERVICES. I KNOW HOW TO BE TACTFUL IN ORDER TO KEEP MEETINGS ON TRACK WHILE BEING CONSIDERATE OF OTHERS.

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

I DO NOT ANTICIPATE ANY CONFLICT OF INTEREST.

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

I BELIEVE RATHDRUM IDAHO IS A BEAUTIFUL SMALL TOWN WITH MUCH TO OFFER. I DO NOT WANT TO SEE IT LOSE IT'S SMALL TOWN FLAVOR BUT I ALSO UNDERSTAND GROWTH IS NEEDED SO IT WILL NOT STAGNAT, THAT BEING SAID, EFFICIENT, THOUGHT OUT PROGRESS BEATS OUT POOR PLANNING EVERY TIME.

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

This application will be held for one year:

Signature: Michael B. Compton

Printed Name: MICHAEL B. COMPTON

Date: 21 July 2020