



Rathdrum

City Council Agenda
July 22, 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 recommended 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 8, 2020
- B) Regular and Special Bills as presented
- C) Consideration of the Timber Glade Development Agreement

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

9) **PUBLIC HEARING**

10) **NEW BUSINESS**

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

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

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

11) **STAFF REPORTS**

A) Finance Reporting

B) City Administrator

12) **MAYOR’S REPORT/APPOINTMENTS**

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.

Council Calendar

July 22, 2020

July 22	6:00 pm	Regular Council Meeting
July 28	8:00 am	KCATT
August 04	7:00 am	Jobs Plus
August 05	6:00 pm	Urban Renewal
August 06	7:00 pm	Historical Society
August 12	6:00 pm	Regular Council Meeting
August 13	10:30 am	Senior Center Meeting
August 13	1:30 pm	KMPO
August 14	8:00 am	Council Payday





Rathdrum

City Council Minutes

July 8, 2020

6:00 p.m.

Location: City Council Chamber - Zoom Conference information will be on the
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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 Hill and Councilor Adams. Councilor Laws and Councilor Rickard via Zoom video Conference

ABSENT:

STAFF:

City Administrator Duce. Deputy Clerk Morrell. City Engineer/Public Works Director Jump, Police Chief McLean, City Planner Siess, Park and Recreation Director Singer 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.

5) ACTION ITEM: CONSENT CALENDAR APPROVAL

- A) Regular Council Minutes of June 24, 2020
- B) Special Council Minutes of July 2, 2020
- C) Regular and Special Bills as presented
- D) Westwood Pines Development Agreement changes

City Administrator gave a brief presentation on the consent calendar.

Councilor Laws made a MOTION that we approve the Consent Calendar items 5A – 5C as presented and 5D done separately. Motion seconded by Councilor Hill.

AYES: Councilor Laws
Councilor Hill
Councilor Rickard
Councilor Adams

NAYES: None

ABSENT: None

Passed by all

Discussion concerning Section 3.3 Landscaping/Street Trees of the Westwood Pines Development Agreement.

Councilor Hill mad a MOTION to approve Item 5d with the removal of the amendments to Section 3.3 of the Development Agreement. Motion seconded by Councilor Adams.

AYES: Councilor Hill
Councilor Adams
Councilor Rickerd

NAYES: Councilor Laws

ABSENT: None

Motion 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.

Lacey Schwab
13524 N Apollo Street
Rathdrum, ID

Ms. Schwab came before the Council stating her interest in joining the Planning & Zoning Committee.

8) OLD BUSINESS

9) PUBLIC HEARING

10) NEW BUSINESS

A) ACTION ITEM: Consideration Supplemental Agreement #1 with David Evans & Associates for the Boekel Road-Meyer Road Intersection Project

City Engineer/Public Works Director Jump gave a brief presentation on the Supplemental Agreement #1 with David Evans & Associates for the Boekel Road-Meyer Road Intersection Project

Councilor Rickard made a MOTION that we approve the Supplemental Agreement #1 with David Evans & Associates for the Boekel Road-Meyer Road Intersection Project Motion seconded by Councilor Laws.

AYES: Councilor Rickard
Councilor Laws
Councilor Hill
Councilor Adams

NAYES: None

ABSENT: None

Passed by all

B) ACTION ITEM: Willow Creek Preliminary Replat and Planned Unit Development (PUD)

City Planner Siess gave a brief presentation on the Supplemental Agreement #1 with David Evans & Associates for the Boekel Road-Meyer Road Intersection Project

Councilor Laws made a MOTION to table the Proposal. Motion was seconded by Councilor Adams.

After a brief discussion, Councilor Laws withdrew her motion and Councilor Adams withdrew his second.

Councilor Hill made a MOTION to approve the proposal, finding that it is in accord with the recommended findings of fact, conclusions of law, and conditions of approval. I further move that minor deviations such as project phasing may be modified by the Planning and Zoning Administrator if in the opinion of the Planning and Zoning Administrator such do not change the nature of the approved project nor constitute a variance. The Planning and Zoning Administrator may require changes to be brought back for further Commission and Council review at their discretion. The Planning and Zoning Administrator shall provide a reasoned decision regarding this action to the Applicant. One Additional condition of approval regarding the language Grandfathered to be replaced with “shall be allowed to remain”. Motion seconded by Councilor Laws.

AYES: Councilor Hill
Councilor Laws
Councilor Rickard

NAYES: Councilor Adams
ABSENT: None

Motion Passed

C) DISCUSSION ITEM: Red Flag positions

Administrator Duce gave a brief discussion in response to the Council’s request during the budget workshop. The Council asked for us to go back and look at regional & population-based cities to find out what Red Flag Positions we may have. We made requests to several different cities and we have received some actual numbers and received mostly ranges. We have resubmitted the request for actual numbers to see what those Red Flag Positions are and what they should be adjusted for. Some of the position titles are: Police Chief, Finance Director, Parks & Rec Director and a couple of the Administrative Staff. We are still working on those actuals and will provide you with more information at the next Council meeting when we address the final draft of the budget. We will forward the information to the Council Members as soon as we receive it, so that you will have time to review it ahead of time.

11) STAFF REPORTS

- A) Public Works Reporting**
 - Latah Street Bridge Preplacement Project – opening bids on July 15th
 - Boekel / Meyer Intersection Improvement Project is back Underway
- B) Police Reporting**
- C) Park and Recreation Reporting**

With the recent rise in the COVID numbers, most events between now and the end of July have been postponed or cancelled. Will be having a meeting on July 20th to look at the August events and make some decisions.

Park Reservations have been limited to 50 people or less.

Rathdrum Mountain has new trails built.

Meeting scheduled for next week with Kootenai County Search & Rescue to put together a plan/protocol in case someone gets lost or injured on the mountain.

Extended hours on Rathdrum Mountain during the summer to 9:00 pm thru September and October thru April will close at 7:00 pm.

D) City Administrator

Property Taxes – Governor’s Cares Funding for payroll for Public Safety
COVID-19 report

12)MAYOR’S REPORT/APPOINTMENTS

13)COUNCIL REPORTS

14)ADJOURN

Meeting is adjourned 7:50 pm

Vic Holmes, Mayor

Attest:

Sherri L Halligan, City Clerk

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

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-217500							
2160	Regence Blue Shield of Idaho	201940008360	Aug Premium	07/12/2020	42,096.46	.00	
Total 10-217500:					42,096.46	.00	
10-217900							
1670	NCPERS GROUP LIFE INS, C/O	C61600000000	August Premium	07/13/2020	256.00	.00	
Total 10-217900:					256.00	.00	
10-415-310							
134	AMAZON CAPITAL SERVICES	1KPL-GLGH-C	Geekria QuickFit Replacement Ca	07/13/2020	17.88	.00	
134	AMAZON CAPITAL SERVICES	1L3P-NYJC-7N	USB Charger	07/10/2020	37.85	.00	
1360	KOOTENAI COUNTY REPROGR	2020-00000111	Envelopes	07/02/2020	140.42	140.42	07/08/2020
2518	SUPER ONE FOODS	04-2396759	Supplies	06/17/2020	15.60	15.60	07/08/2020
2518	SUPER ONE FOODS	07-2509946	Supplies	06/04/2020	17.99	17.99	07/08/2020
2518	SUPER ONE FOODS	07-2536047	Containers & freezer bags	06/26/2020	8.18	8.18	07/08/2020
2518	SUPER ONE FOODS	07-2541173	Supplies	06/30/2020	8.20	8.20	07/08/2020
Total 10-415-310:					246.12	190.39	
10-415-480							
1578	LexisNexis Matthew Bender	19225490	ID code 20 Supp	06/23/2020	168.94	.00	
2815	VISA	SH0595JUL20	July credit card pymt	06/26/2020	73.00	.00	
Total 10-415-480:					241.94	.00	
10-415-510							
1979	POWERNET GLOBAL COMMUNI	42103064	Long distance service	07/08/2020	38.82	38.82	07/08/2020
75	TIME WARNER CABLE	016285307092	Internet fee	07/09/2020	71.66	.00	
2950	ZIPLY FIBER	TELE	tele	07/04/2020	134.58	.00	
Total 10-415-510:					245.06	38.82	
10-415-905							
259	B & C TELEPHONE	PS0-089968	Software	07/13/2020	194.89	.00	
Total 10-415-905:					194.89	.00	
10-419-421							
161	ANDERSON BROS CPA'S PA	2767	Audit Progress Billing	06/30/2020	583.34	583.34	07/08/2020
Total 10-419-421:					583.34	583.34	
10-421-310							
1578	LexisNexis Matthew Bender	19231954	ID Code CRT Rules 2020	06/30/2020	66.93	.00	
1578	LexisNexis Matthew Bender	19231962	ID code 20 Supp	06/30/2020	506.82	.00	
Total 10-421-310:					573.75	.00	
10-421-320							
134	AMAZON CAPITAL SERVICES	1JQY-PQDQ-6	Batteries	07/15/2020	45.98	.00	
436	CLEARWATER SPRINGS	676472	Water cooler & rent	06/12/2020	35.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
436	CLEARWATER SPRINGS	678257	Bottled water	06/26/2020	30.00	.00	
1360	KOOTENAI COUNTY REPROGR	2020-0000010	Exchange forms, business cards,	06/26/2020	140.38	140.38	07/08/2020
1517	LIFELOC TECHNOLOGIES	339436	Fuel Cell Replacement	07/06/2020	221.44	.00	
1545	LYNN PEAVY COMPANY	371227	Tapes	07/13/2020	80.50	.00	
Total 10-421-320:					553.30	140.38	
10-421-325							
2765	UNIFORMS 2 GEAR	104635	Holster	07/02/2020	85.52	85.52	07/08/2020
2765	UNIFORMS 2 GEAR	104790	Taclite PDU Shirt	07/07/2020	53.87	.00	
2765	UNIFORMS 2 GEAR	104939	Stryke PDU Mens Pant	07/09/2020	70.30	.00	
Total 10-421-325:					209.69	85.52	
10-421-326							
134	AMAZON CAPITAL SERVICES	1YFG-MW9X-P	Targets	07/16/2020	34.49	.00	
Total 10-421-326:					34.49	.00	
10-421-330							
270	BANNER FUEL	2018201	July Fuel RPD	06/30/2020	2,788.58	.00	
960	HICO COUNTRY STORE, INC.	112769	July fuel PD	07/15/2020	21.77	.00	
Total 10-421-330:					2,810.35	.00	
10-421-350							
863	PRAIRIE AUTOMOTIVE	200025	Oil change	07/15/2020	80.00	.00	
863	PRAIRIE AUTOMOTIVE	200026	Oil change	07/15/2020	80.00	.00	
Total 10-421-350:					160.00	.00	
10-421-370							
2773	THE UPS STORE-#2461	3491	Postage	07/07/2020	14.50	.00	
Total 10-421-370:					14.50	.00	
10-421-423							
430	CITY OF POST FALLS	INV04645	Legal fees-June	07/15/2020	5,400.00	.00	
Total 10-421-423:					5,400.00	.00	
10-421-430							
1035	ILETS	S21002601	Access fee, user fee msge traffic	07/08/2020	1,718.75	.00	
Total 10-421-430:					1,718.75	.00	
10-421-470							
2815	VISA	TM1666JUL20	July credi crd pymtTM	06/26/2020	36.90	.00	
Total 10-421-470:					36.90	.00	
10-421-510							
75	TIME WARNER CABLE	000123407062	Internet fee	07/06/2020	765.92	.00	
Total 10-421-510:					765.92	.00	
10-421-520							
920	NORTHWEST WASTE & RECYC	5693400	2yd fl 1xw	07/01/2020	46.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-421-520:					46.50	.00	
10-421-610							
1890	PERFECTION TIRE # 38	1-162653	A/C repairs 2014 Impala	06/24/2020	134.61	134.61	07/08/2020
Total 10-421-610:					134.61	134.61	
10-421-695							
2078	RADAR SHOP, INC	RS-11373	Replaced Controller Board	06/29/2020	92.00	.00	
Total 10-421-695:					92.00	.00	
10-421-720							
2311	SAWYER PLUMBING LLC	309-11762	Replaced lav faucet & hose bib	07/13/2020	145.00	.00	
Total 10-421-720:					145.00	.00	
10-421-750							
863	PRAIRIE AUTOMOTIVE	200028	Installed camera 2020 Ford	07/15/2020	400.00	.00	
2328	SERIGHT'S ACE HARWARE 3	14940/3	Marking paint	07/14/2020	27.00	.00	
Total 10-421-750:					427.00	.00	
10-421-760							
1419	KUSTOM SIGNALS, INC	362516	Raptor RP-1	07/09/2020	3,386.00	.00	
863	PRAIRIE AUTOMOTIVE	200027	Installed police equipment 2020 F	07/15/2020	2,500.00	.00	
Total 10-421-760:					5,886.00	.00	
10-421-765							
134	AMAZON CAPITAL SERVICES	1JG7-QMD1-F	Credit memo	07/15/2020	79.00	.00	
134	AMAZON CAPITAL SERVICES	1QFK-RV7R-6	Camera	07/12/2020	310.99	.00	
Total 10-421-765:					231.99	.00	
10-421-797							
259	B & C TELEPHONE	PS0-089968	Software	07/13/2020	584.65	.00	
1369	KOOTENAI COUNTY SHERIFF'S	2020-0000002	Radio System	07/13/2020	108.70	.00	
2815	VISA	TM1666JUL20	July credi crd pymt tm	06/26/2020	14.99	.00	
Total 10-421-797:					708.34	.00	
10-421-850							
2328	SERIGHT'S ACE HARWARE 3	14905/3	Dog food	07/09/2020	64.99	.00	
Total 10-421-850:					64.99	.00	
10-423-330							
270	BANNER FUEL	2018201PW	July fuel	06/30/2020	1,395.23	1,395.23	07/08/2020
960	HICO COUNTRY STORE, INC.	112767	April fuel PW	07/02/2020	25.78	.00	
Total 10-423-330:					1,421.01	1,395.23	
10-423-370							
750	FEDERAL EXPRESS	7-061-43894	Postage	07/09/2020	18.64	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-423-370:					18.64	.00	
10-423-510							
2950	ZIPLY FIBER	2086875542JU	Shop	07/04/2020	439.59	.00	
Total 10-423-510:					439.59	.00	
10-423-520							
920	NORTHWEST WASTE & RECYC	547100	6yd fl 2xwk	07/01/2020	145.10	145.10	07/08/2020
920	NORTHWEST WASTE & RECYC	547102	2yd fl 1xw	07/01/2020	36.50	36.50	07/08/2020
Total 10-423-520:					181.60	181.60	
10-423-720							
163	APOLLO SHEET METAL, Inc	930000291	HVAC/R Preventive Maintenance	07/08/2020	344.00	.00	
Total 10-423-720:					344.00	.00	
10-423-770							
259	B & C TELEPHONE	PS0-089968	Software	07/13/2020	584.65	.00	
Total 10-423-770:					584.65	.00	
10-431-320							
1720	Norco	29630616	Cylinder rent	06/30/2020	53.40	.00	
1830	OXARC, INC.	11197858-00	Sodium hypochlorite	06/30/2020	116.50	.00	
1830	OXARC, INC.	60675240	Acetylene	06/30/2020	11.95	.00	
Total 10-431-320:					181.85	.00	
10-431-350							
1650	NAPA AUTO STORE, CDA, INC.	913572	Shift Tube/Oil Filter	07/07/2020	16.99	.00	
Total 10-431-350:					16.99	.00	
10-431-525							
1385	KOOTENAI ELECTRIC	1800084JUNE	Street lights	06/30/2020	294.61	294.61	07/08/2020
1385	KOOTENAI ELECTRIC	1831880JUN20	Street lights	06/30/2020	44.28	44.28	07/08/2020
1385	KOOTENAI ELECTRIC	1832815JUNE	Street lights	06/30/2020	647.66	647.66	07/08/2020
1385	KOOTENAI ELECTRIC	1837059JUNE	Street lights	06/30/2020	90.78	90.78	07/08/2020
Total 10-431-525:					1,077.33	1,077.33	
10-431-610							
1650	NAPA AUTO STORE, CDA, INC.	910293	Toggle switch	06/11/2020	46.56	.00	
1815	O'REILLY AUTO PARTS	3930-105115	Hex Bits Set/Oil Filter	07/07/2020	33.31	.00	
Total 10-431-610:					79.87	.00	
10-431-730							
510	CONMAT, INC.	82900	3/4 base	06/26/2020	89.37	.00	
Total 10-431-730:					89.37	.00	
10-435-310							
134	AMAZON CAPITAL SERVICES	1G6V-KC3R-6	Battery Charger	07/07/2020	23.98	.00	
2815	VISA	ES1391JUL20	July credi crd pymt ES	06/26/2020	15.01	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-435-310:					38.99	.00	
10-435-330							
960	HICO COUNTRY STORE, INC.	112850	July fuel PR	07/06/2020	51.71	.00	
960	HICO COUNTRY STORE, INC.	112853	July fuel PR	07/07/2020	81.58	.00	
Total 10-435-330:					133.29	.00	
10-435-420							
2948	YOUSEY, CINDER	006-2020	Raththdrum Mountain Host	07/08/2020	600.00	600.00	07/08/2020
2948	YOUSEY, CINDER	007-2020	Rathdrum Camp Host	07/10/2020	600.00	.00	
Total 10-435-420:					1,200.00	600.00	
10-435-440							
2815	VISA	ES1391JUL20	July credi crd pymt	06/26/2020	23.04	.00	
Total 10-435-440:					23.04	.00	
10-435-520							
920	NORTHWEST WASTE & RECYC	546508	96G Comm 1XWK	07/01/2020	12.00	.00	
Total 10-435-520:					12.00	.00	
10-435-720							
2375	SMK CONSTRUCTION CO., INC.	930000286	HVAC Preventive Maintenance	06/30/2020	250.00	.00	
Total 10-435-720:					250.00	.00	
10-435-890							
259	B & C TELEPHONE	PS0-089968	Software	07/13/2020	584.65	.00	
2814	VISION MUNICIPAL SOLUTIONS	098330	Eric's desktop	06/30/2020	1,064.33	1,064.33	07/08/2020
Total 10-435-890:					1,648.98	1,064.33	
10-438-320							
2144	RATHDRUM TRADING POST HA	6666/1	Childrens Garden Bench	07/01/2020	12.53	.00	
2144	RATHDRUM TRADING POST HA	6667/1	Childrens Garden Bench	07/01/2020	3.84	.00	
2144	RATHDRUM TRADING POST HA	6687/1	Shaft Trimmer/Blower/Fuel	07/06/2020	24.29	.00	
2144	RATHDRUM TRADING POST HA	6698/1	Pin Padlocks for Majesic Ballards	07/07/2020	38.67	.00	
2311	SAWYER PLUMBING LLC	309-11517	Service Call - Stud Meyer	06/02/2020	467.50	.00	
2815	VISA	ES1391JUL20	July credi crd pymt	06/26/2020	82.59	.00	
Total 10-438-320:					629.42	.00	
10-438-330							
960	HICO COUNTRY STORE, INC.	112849	July fuel PR	07/13/2020	25.17	.00	
960	HICO COUNTRY STORE, INC.	112852	July fuel PR	07/07/2020	19.26	.00	
Total 10-438-330:					44.43	.00	
10-438-470							
2815	VISA	ES1391JUL20	July credi crd pymt	06/26/2020	201.62	.00	
Total 10-438-470:					201.62	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-438-600							
830	GIBBS LUMBER LLC	585	Treated lumber	07/08/2020	371.07	.00	
2002	PRECISION POWDER & BLAST	2744	Sign post frame	07/10/2020	225.00	.00	
2144	RATHDRUM TRADING POST HA	6687/1	Shaft Trimmer/Blower/Fuel	07/06/2020	12.59	.00	
Total 10-438-600:					608.66	.00	
10-438-750							
2761	SUB TERRA LLC	3691	Shirts	07/02/2020	77.00	.00	
Total 10-438-750:					77.00	.00	
10-438-755							
2144	RATHDRUM TRADING POST HA	6687/1	Shaft Trimmer/Blower/Fuel	07/06/2020	404.98	.00	
Total 10-438-755:					404.98	.00	
10-438-770							
136	AMERICA ON SITE SERVICES	345253	Handicap Unit	06/30/2020	90.00	.00	
Total 10-438-770:					90.00	.00	
10-439-330							
960	HICO COUNTRY STORE, INC.	112851	July fuel PR	07/07/2020	21.94	.00	
Total 10-439-330:					21.94	.00	
10-439-600							
2144	RATHDRUM TRADING POST HA	194055/1	Work Horse Gold	07/08/2020	1,000.00	.00	
Total 10-439-600:					1,000.00	.00	
10-439-620							
1650	NAPA AUTO STORE, CDA, INC.	913572	Shift Tube/Oil Filter	07/07/2020	42.09	.00	
Total 10-439-620:					42.09	.00	
10-439-630							
136	AMERICA ON SITE SERVICES	345252	Handicap Unit	06/30/2020	90.00	.00	
Total 10-439-630:					90.00	.00	
10-440-710							
2815	VISA	ES1391JUL20	July credi crd pymt	06/26/2020	44.08	.00	
Total 10-440-710:					44.08	.00	
10-440-750							
2815	VISA	ES1391JUL20	July credi crd pymt	06/26/2020	15.90	.00	
Total 10-440-750:					15.90	.00	
10-440-815							
680	EAGLE MFG., INC.	055671	Female & male hammer	07/01/2020	567.50	.00	
Total 10-440-815:					567.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-440-850							
2815	VISA	ES1391JUL20	July credi crd pymt	06/26/2020	235.51	.00	
Total 10-440-850:					235.51	.00	
10-490-990							
134	AMAZON CAPITAL SERVICES	1R1K-QXWD-3	Lights for Glags on Hwy 41/53 ov	07/06/2020	439.89	.00	
Total 10-490-990:					439.89	.00	
13-400-100							
708	DAVID EVANS & ASSOCIATES	469268	SH-53 & Meyer Rd improvements	07/09/2020	15,727.89	.00	
Total 13-400-100:					15,727.89	.00	
60-434-310							
134	AMAZON CAPITAL SERVICES	1L3P-NYJC-7N	USB Charger	07/10/2020	37.85	.00	
1360	KOOTENAI COUNTY REPROGR	2020-00000111	Envelopes	07/02/2020	140.42	140.42	07/08/2020
2518	SUPER ONE FOODS	04-2396759	Supplies	06/17/2020	15.60	15.60	07/08/2020
2518	SUPER ONE FOODS	07-2509946	Supplies	06/04/2020	17.97	17.97	07/08/2020
2518	SUPER ONE FOODS	07-2536047	Containers & freezer bags	06/26/2020	8.18	8.18	07/08/2020
2518	SUPER ONE FOODS	07-2541173	Supplies	06/30/2020	8.20	8.20	07/08/2020
Total 60-434-310:					228.22	190.37	
60-434-421							
161	ANDERSON BROS CPA'S PA	2767	Audit Progress Billing	06/30/2020	583.33	583.33	07/08/2020
Total 60-434-421:					583.33	583.33	
60-434-480							
1578	LexisNexis Matthew Bender	19225490	ID code Supp 20	06/23/2020	168.94	.00	
2815	VISA	SH0595JUL20	July credi crd pymt	06/26/2020	73.00	.00	
Total 60-434-480:					241.94	.00	
60-434-510							
1979	POWERNET GLOBAL COMMUNI	42103064	Long distance service	07/08/2020	38.82	38.82	07/08/2020
75	TIME WARNER CABLE	016285307092	Internet fee	07/09/2020	71.66	.00	
2950	ZIPLY FIBER	TELE	tele	07/04/2020	134.58	.00	
Total 60-434-510:					245.06	38.82	
60-434-905							
259	B & C TELEPHONE	PS0-089968	Software	07/13/2020	194.88	.00	
Total 60-434-905:					194.88	.00	
60-435-520							
1385	KOOTENAI ELECTRIC	1835508JUNE	Water pumping	06/30/2020	11,624.14	11,624.14	07/08/2020
2950	ZIPLY FIBER	2080016152JU	Water Pumping	07/04/2020	28.43	.00	
2950	ZIPLY FIBER	2080016635JU	Water Pumping	07/04/2020	13.80	.00	
2950	ZIPLY FIBER	2080019017JU	Water Pumping	07/04/2020	28.43	.00	
2950	ZIPLY FIBER	2080019365JU	Water Pumping	07/04/2020	13.80	.00	
2950	ZIPLY FIBER	2086871575JU	Water Pumping	07/04/2020	78.44	.00	
2950	ZIPLY FIBER	2087700742JU	Water Pumping	07/04/2020	13.80	.00	
2950	ZIPLY FIBER	2087700805JU	Water Pumping	07/04/2020	13.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 60-435-520:					11,814.64	11,624.14	
60-436-320							
103	ALSCO	LSPO2303936	Shop towels & med supplies	06/01/2020	53.08	.00	
103	ALSCO	LSPO2306069	Shop towels & med supplies	06/08/2020	53.87	.00	
103	ALSCO	LSPO2314127	Towels & Laundry Bag	07/06/2020	53.07	.00	
103	ALSCO	LSPO2316179	Towels & Laundry Bag	07/13/2020	53.08	.00	
273	BATTERIES PLUS	P28382473	Battery-lawn mower	07/01/2020	36.98	.00	
277	BEAN TOOLS, INC	335126	Tools	07/01/2020	59.82	.00	
2328	SERIGHT'S ACE HARWARE 3	14863/3	Flashlight	07/02/2020	28.79	.00	
2328	SERIGHT'S ACE HARWARE 3	14883/3	Marking paint	07/06/2020	15.93	.00	
Total 60-436-320:					354.62	.00	
60-436-450							
50	ACCURATE TESTING LABS,LLC	111336	VOC in drinking water	06/22/2020	160.00	.00	
255	BACKFLOW MANAGEMENT INC	10333	Lead & copper labb fees, sample	07/06/2020	4,920.00	.00	
Total 60-436-450:					5,080.00	.00	
60-436-520							
2950	ZIPLY FIBER	2086875003	Shop	07/04/2020	30.83	.00	
Total 60-436-520:					30.83	.00	
60-490-429							
1880	PASSWORD, INC.	10237808	Over calls	06/25/2020	396.68	396.68	07/08/2020
1880	PASSWORD, INC.	10237809	Admin fee	06/25/2020	3.00	3.00	07/08/2020
Total 60-490-429:					399.68	399.68	
61-208000							
430	CITY OF POST FALLS	INV04664	Sewer cap fees June	07/15/2020	177,428.00	.00	
Total 61-208000:					177,428.00	.00	
61-434-310							
134	AMAZON CAPITAL SERVICES	1L3P-NYJC-7N	USB Charger	07/10/2020	37.86	.00	
1360	KOOTENAI COUNTY REPROGR	2020-00000111	Envelopes	07/02/2020	140.41	140.41	07/08/2020
2518	SUPER ONE FOODS	04-2396759	Supplies	06/17/2020	15.59	15.59	07/08/2020
2518	SUPER ONE FOODS	07-2509946	Supplies	06/04/2020	17.97	17.97	07/08/2020
2518	SUPER ONE FOODS	07-2536047	Containers & freezer bags	06/26/2020	8.19	8.19	07/08/2020
2518	SUPER ONE FOODS	07-2541173	Supplies	06/30/2020	8.20	8.20	07/08/2020
Total 61-434-310:					228.22	190.36	
61-434-421							
161	ANDERSON BROS CPA'S PA	2767	Audit Progress Billing	06/30/2020	583.33	583.33	07/08/2020
Total 61-434-421:					583.33	583.33	
61-434-480							
1578	LexisNexis Matthew Bender	19225490	ID code 20 Supp	06/23/2020	168.94	.00	
2815	VISA	SH0595JUL20	July credit crd pymt SH	06/26/2020	73.00	.00	
Total 61-434-480:					241.94	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
61-434-510							
1979	POWERNET GLOBAL COMMUNI	42103064	Long distance service	07/08/2020	38.82	38.82	07/08/2020
75	TIME WARNER CABLE	016285307092	Internet fee	07/09/2020	71.66	.00	
2950	ZIPLY FIBER	TELE	tele	07/04/2020	134.59	.00	
Total 61-434-510:					245.07	38.82	
61-434-905							
259	B & C TELEPHONE	PS0-089968	Software	07/13/2020	194.88	.00	
Total 61-434-905:					194.88	.00	
61-435-520							
2950	ZIPLY FIBER	2080011809JU	Sewer Pumping	07/04/2020	14.21	.00	
2950	ZIPLY FIBER	2080016021JU	Sewer Pumping	07/04/2020	13.80	.00	
2950	ZIPLY FIBER	2080017616JU	Sewer Pumping	07/04/2020	17.70	.00	
2950	ZIPLY FIBER	2080018109JU	Sewer Pumping	07/04/2020	28.43	.00	
2950	ZIPLY FIBER	2086871655JU	Sewer Pumping	07/04/2020	69.73	.00	
Total 61-435-520:					143.87	.00	
61-436-320							
103	ALSCO	LSPO2303936	Shop towels & med supplies	06/01/2020	53.07	.00	
103	ALSCO	LSPO2306069	Shop towels & med supplies	06/08/2020	53.87	.00	
103	ALSCO	LSPO2314127	Towels & Laundry Bag	07/06/2020	53.08	.00	
103	ALSCO	LSPO2316179	Towels & Laundry Bag	07/13/2020	53.07	.00	
273	BATTERIES PLUS	P28382473	Battery-lawnmower	07/01/2020	36.97	.00	
277	BEAN TOOLS, INC	335126	Tools	07/01/2020	59.83	.00	
Total 61-436-320:					309.89	.00	
61-436-520							
2950	ZIPLY FIBER	2086875003	Shop	07/04/2020	30.82	.00	
Total 61-436-520:					30.82	.00	
61-490-625							
430	CITY OF POST FALLS	INV04647	Sewer pumping june	07/15/2020	122,062.15	.00	
Total 61-490-625:					122,062.15	.00	
62-400-200							
891	H.D. FOWLER	15504171	Meter adapters	06/25/2020	347.52	.00	
891	H.D. FOWLER	15511741	Adapters	07/02/2020	347.52	.00	
Total 62-400-200:					695.04	.00	
Grand Totals:					413,196.41	19,140.40	

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.

Paid and unpaid invoices included.

June CD Journal



Date	Ref No.	Payee or Description	GL No.	Account Title	Debit
6/3/2020	1	Visa Interchange Charges- Online Bill Pay	10-416-429	PROFESSIONAL SERVICES - OTHER	573.76
6/3/2020	1	Visa Interchange Charges- Online Bill Pay	60-434-420	PROFESSIONAL SERVICES	573.76
6/3/2020	1	Visa Interchange Charges- Online Bill Pay	61-434-429	PROFESSIONAL SERVICES - OTHER	573.75
6/3/2020	2	Xpress Bill Pay- Monthly Charges	10-416-429	PROFESSIONAL SERVICES - OTHER	288.06
6/3/2020	2	Xpress Bill Pay- Monthly Charges	60-434-420	PROFESSIONAL SERVICES	288.05
6/3/2020	2	Xpress Bill Pay- Monthly Charges	61-434-429	PROFESSIONAL SERVICES - OTHER	288.05
6/3/2020	3	Safe Deposit Box Rental Fee	10-415-320	OPERATING & SPECIAL DEPT SUPPL	35.00
6/15/2020	4	Monthly Banking Fees	10-416-429	PROFESSIONAL SERVICES - OTHER	50.00
6/15/2020	5	Monthly SWT- May	10-217200	SWT PAYABLE	6,145.00
6/25/2020	6	Monthly Veba Contribution- July	10-217650	VEBA HRA PAYABLE	10,490.00
6/29/2020	7	Caselle Monthly Charges	10-415-895	SOFTWARE/CASELLE/LASERFICHE	524.00
6/29/2020	7	Caselle Monthly Charges	60-434-850	SOFTWARE/CASELLE/LASERFICHE	524.00
6/29/2020	7	Caselle Monthly Charges	61-434-850	SOFTWARE/CASELLE/LASERFICHE	524.00
6/16/2020	15314	VOID Check- Columbia Bank- P.O. Box	10-415-480	DUES/SUBSCRIPTIONS/MEMBERSHIPS	0.00
6/16/2020	15314	VOID Check- Columbia Bank- P.O. Box	60-434-480	DUES/SUBSCRIPTIONS/MEMBERSHIPS	0.00
6/16/2020	15314	VOID Check- Columbia Bank- P.O. Box	61-434-480	DUES/SUBSCRIPTIONS/MEMBERSHIPS	0.00
6/1/2020	15353	BNSF Railway- ROW Permit	10-431-429	PROFESSIONAL SERVICES - OTHER	800.00
6/2/2020	15354	Fedex- VOID	10-159000	SUSPENSE	0.00
6/3/2020	15355	Danna Sanders- Park Cleanup Refund	10-370-700	PARK USER FEES	25.00
6/3/2020	15356	Marilyn Vinzant- Cemetery Lot Refund 237-E	20-300-500	LOT SALES	500.00
6/3/2020	15356	Marilyn Vinzant- Cemetery Lot Refund 237-E	10-217400	STATE SALES TAX PAYABLE	30.00
6/8/2020	15357	VISA Credit Card Pmt- MT & SH	10-415-470	TRAVEL & MEETINGS	98.08
6/8/2020	15357	VISA Credit Card Pmt- MT & SH	10-419-540	OTHER EMPLOYEE BENEFITS	205.24
6/8/2020	15357	VISA Credit Card Pmt- MT & SH	60-434-470	TRAVEL & MEETINGS	98.08
6/8/2020	15357	VISA Credit Card Pmt- MT & SH	61-434-470	TRAVEL & MEETINGS	98.09
6/8/2020	15357	VISA Credit Card Pmt- MT & SH	10-490-200	EMPLOYEE WELLNESS PROGRAM	549.52
6/9/2020	15358	Petty Cash Drawer	10-426-470	TRAVEL & MEETINGS	35.20
6/9/2020	15358	Petty Cash Drawer	10-415-470	TRAVEL & MEETINGS	21.46
6/9/2020	15358	Petty Cash Drawer	60-434-470	TRAVEL & MEETINGS	21.46
6/9/2020	15358	Petty Cash Drawer	61-434-470	TRAVEL & MEETINGS	21.47
6/9/2020	15358	Petty Cash Drawer	10-424-470	TRAVEL & MEETINGS	1.79
6/9/2020	15358	Petty Cash Drawer	10-424-310	OFFICE SUPPLIES	20.97
6/9/2020	15358	Petty Cash Drawer	10-415-320	OPERATING & SPECIAL DEPT SUPPL	4.24
6/9/2020	15358	Petty Cash Drawer	10-423-320	OPERATING & SPECIAL DEPT SUPPL	42.20
6/9/2020	15358	Petty Cash Drawer	10-415-310	OFFICE SUPPLIES	2.66
6/9/2020	15358	Petty Cash Drawer	61-436-470	TRAVEL & MEETINGS	9.38
6/9/2020	15358	Petty Cash Drawer	60-436-470	TRAVEL & MEETINGS	9.37
6/9/2020	15358	Petty Cash Drawer	10-423-310	OFFICE SUPPLIES	9.80
6/9/2020	15359	VISA Credit Card Pmt- LD	10-414-215	EMPLOYEE RELATIONS	219.46
6/9/2020	15359	VISA Credit Card Pmt- LD	10-414-330	FUEL	31.33
6/9/2020	15359	VISA Credit Card Pmt- LD	10-414-470	TRAVEL & MEETINGS	20.00
6/9/2020	15359	VISA Credit Card Pmt- LD	60-434-470	TRAVEL & MEETINGS	30.00
6/9/2020	15359	VISA Credit Card Pmt- LD	61-434-470	TRAVEL & MEETINGS	30.00
6/9/2020	15359	VISA Credit Card Pmt- LD	10-415-310	OFFICE SUPPLIES	134.75
6/9/2020	15359	VISA Credit Card Pmt- LD	10-415-330	FUEL & VEHICLE MISC	24.99
6/9/2020	15359	VISA Credit Card Pmt- LD	10-423-320	OPERATING & SPECIAL DEPT SUPPL	193.44
6/9/2020	15359	VISA Credit Card Pmt- LD	10-411-470	TRAVEL & MEETINGS	40.00
6/9/2020	15360	VISA Credit Card Pmt- ES	10-435-310	OFFICE SUPPLIES	8.50
6/9/2020	15360	VISA Credit Card Pmt- ES	10-435-420	PROFESSIONAL SERVICES	50.00
6/9/2020	15360	VISA Credit Card Pmt- ES	10-435-440	ADVERTISING	4.44
6/9/2020	15360	VISA Credit Card Pmt- ES	10-435-470	TRAVEL & MEETINGS	50.51
6/9/2020	15360	VISA Credit Card Pmt- ES	10-438-315	RESTROOM SUPPLIES	142.32
6/9/2020	15360	VISA Credit Card Pmt- ES	10-438-620	EQUIPMENT MAINTENANCE	282.00
6/9/2020	15360	VISA Credit Card Pmt- ES	10-438-730	PARK IMPROVEMENTS	1,511.92

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Date	Ref No.	Payee or Description	GL No.	Account Title	Debit
6/9/2020	15360	VISA Credit Card Pmt- ES	10-440-600	MAINTENANCE	13.00
6/9/2020	15360	VISA Credit Card Pmt- ES	10-440-750	RECREATION SUPPLIES	31.78
6/9/2020	15361	VISA Credit Card Pmt- TM	10-421-797	SOFTWARE/HARDWARE MAINT AGRMT	14.99
6/9/2020	15361	VISA Credit Card Pmt- TM	10-421-750	AUTOMOTIVE EQUIPMENT	39.96
6/9/2020	15362	Jeremiah Hardy- Mailbox/Labor & Materials	10-431-846	SNOWPLOWING	262.19
6/11/2020	15363	VISA Credit Card Pmt- KJ	10-423-320	OPERATING & SPECIAL DEPT SUPPL	74.49
6/11/2020	15363	VISA Credit Card Pmt- KJ	10-423-310	OFFICE SUPPLIES	158.90
6/11/2020	15364	San Francisco Sourdough Eatery- Catering	10-440-710	SPECIAL EVENTS	210.00
6/11/2020	15365	Costco- City Supplies	10-435-310	OFFICE SUPPLIES	82.05
6/11/2020	15365	Costco- City Supplies	10-421-320	OPERATING & SPECIAL DEPT SUPPL	311.58
6/11/2020	15365	Costco- City Supplies	10-423-310	OFFICE SUPPLIES	65.45
6/11/2020	15365	Costco- City Supplies	10-415-310	OFFICE SUPPLIES	61.97
6/11/2020	15365	Costco- City Supplies	60-434-310	OFFICE SUPPLIES	61.97
6/11/2020	15365	Costco- City Supplies	61-434-310	OFFICE SUPPLIES	61.96
6/16/2020	15366	BSA Cub Scouts Pack 8220- Park Cleanup Refund	10-370-700	PARK USER FEES	25.00
6/16/2020	15367	Dustin Stoneback- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	46.30
6/16/2020	15368	Jeremiah Schreinal- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	51.85
6/16/2020	15369	Ray Williams- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	221.87
6/16/2020	15370	Nicholas Yochum- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	49.48
6/16/2020	15371	John Hintz- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	56.00
6/16/2020	15372	Lindsay McPhee- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	52.30
6/16/2020	15373	Steve Armstrong- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	82.50
6/16/2020	15374	James Ramsey- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	83.00
6/16/2020	15375	Jaylee & Ashton Stephenson- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	93.71
6/16/2020	15376	Brooke & Justin Carlson- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	38.15
6/16/2020	15377	Andrew & Sarah Smith- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	66.75
6/16/2020	15378	Sonya Emerson- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	96.39
6/16/2020	15379	Sonya Emerson- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	69.61
6/17/2020	15380	Safe Fleet Law Enforcement- Serviced Monitor Module	10-421-750	AUTOMOTIVE EQUIPMENT	120.00
6/17/2020	15381	Ken Owens- Jumpsuit Alterations	10-421-325	UNIFORMS	36.05
6/18/2020	15382	San Fransisco Sourdough- Catering	10-440-710	SPECIAL EVENTS	56.00
6/18/2020	15383	American Legion Post 154- Flags	10-439-600	MAINTENANCE	310.00
6/18/2020	15383	American Legion Post 154- Flags	10-438-600	PARK MAINTENANCE	442.00
6/18/2020	15383	American Legion Post 154- Flags	10-490-990	COUNCIL DISCRETIONARY FUND	400.00
6/18/2020	15383	American Legion Post 154- Flags	10-421-320	OPERATING & SPECIAL DEPT SUPPL	86.00
6/18/2020	15384	CASH- Cash Box for Mayor's Cup	10-440-850	MAYORS GOLF TOURNAMENT	100.00
6/22/2020	15385	Regence Blue Shield- July Premium	10-217500	HEALTH INSURANCE PAYABLE	40,949.09
6/22/2020	15386	VOID	10-159000	SUSPENSE	0.00
6/22/2020	15387	NCPERS- July Premium	10-218100	LONG TERM DISABILITY	256.00
6/23/2020	15388	Mutual of Omaha- July Premium	10-218100	LONG TERM DISABILITY	705.99
6/25/2020	15389	Principal- July Premium	10-218500	LIFE INS. (VOL/CITY) PAYABLE	944.30
6/25/2020	15389	Principal- July Premium	10-218400	DENTAL PAYABLE	2,954.19
6/25/2020	15389	Principal- July Premium	10-217500	HEALTH INSURANCE PAYABLE	679.45
6/25/2020	15390	Dept of Water Resources- Water Rights Transfer Application	60-436-425	STATE FEES	160.00
6/25/2020	15391	Twin Lakes Golf Course- Mayors Cup Golfing Fees	10-440-850	MAYORS GOLF TOURNAMENT	2,064.00
6/25/2020	15392	Michael Nassar- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	172.05
6/25/2020	15393	Andrew & Deren Eastman- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	290.50
6/25/2020	15394	Samuel Jacky- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	38.73
6/25/2020	15395	Mary Morgan- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	43.93
6/25/2020	15396	James Christiansen- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	25.23
6/25/2020	15397	Richard Cloward- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	21.15
6/25/2020	15398	Viking Construction- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	49.68
6/25/2020	15399	Hayden Homes- Credit Balance Refund	01-107500	CASH CLEARING - UTILITY	555.71

DEVELOPMENT AGREEMENT
FOR
TIMBER GLADE SUBDIVISION

THE CITY OF RATHDRUM, hereinafter the "City", a municipal corporation of the state of Idaho, 8047 W. Main Street, Rathdrum, Idaho 83858, and Wild Horse Investments, LLC, and Idaho Limited Liability Company, 14899 W Stub Avenue, Rathdrum, ID 83858, hereinafter together "Owner" or "Developer", enter into this Development Agreement, hereinafter the "Agreement."

WHEREAS, Owner owns approximately 19 acres of real property located within the City of Rathdrum, which Owner plans to develop (hereinafter the "**Property**") in one planned phase. Of this acreage, 57 residential lots are to be developed, commonly identified as Timber Glade Subdivision, which requires major investment in public facilities and front-end on-site and off-site improvements (hereinafter the "**Project**"). The Project area is more specifically identified and described in Exhibit "A", and the Preliminary Plat, Exhibit "B" which is attached hereto and incorporated, as if fully set forth herein.

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

WHEREAS, the City has complied with the notice and public hearing requirements for the subdivision approval for the Property, the Planning and Zoning Commission recommended approval of the subdivision following public hearing on March 18, 2020 and on June 10, 2020 the City Council of the City of Rathdrum approved the preliminary plat to be constructed in phases; and

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

NOW THEREFORE,

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

1. Property and Term.

1.1 Property Subject to this Agreement. All of the real property defined herein as the Project shall be subject to this Agreement, unless otherwise specified herein.

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

1.2.1 Section 3.5 Maintenance of Common Area Landscaping and Roadway Drainage Swales shall continue in effect after the term of this agreement and shall be an ongoing obligation of the Home Owner's Association (HOA) and/or the owners of property along which the landscaping and roadway drainage swales are situated within and external to the project, together with and including the west side of Meyer Road adjacent to the plat, as well as those streets interior to the project. A note shall be placed on the face of the final plat that the lot owners of any property abutting public right of way is responsible for maintaining stormwater retention/treatment areas (grassy swales) contained within public rights of way or drainage easements for street drainage along streets interior to the plat unless otherwise maintained by the HOA.

1.3 Phased Subdivision. The duration of this Agreement envisions continuing development of the Project with phases to be presented for final construction approval approximately every one to three years, subject to market conditions. If no phase is submitted and constructed for a period of three years, City is authorized to give notice to the Owner of intent to terminate this Agreement for non-performance. Upon such notice, the Owner shall be allowed a public hearing concerning the City's intent to terminate, if requested. After hearing from the Owner, in addition to comments from the public, City's governing board may finally decide the status of this Agreement, setting forth its rationale in writing.

1.3.1 The terms of this agreement shall apply to all phases of the development of the Project. Any additional or modified terms or conditions for a specific phase must be in writing signed by both parties and attached to this Agreement as an Addendum.

2. Project Regulations and Policies.

2.1 Project Development. Owner shall have the right to develop the Project in accordance with the terms and conditions of this Agreement and City shall have the right to control development of the Project as set forth in this Agreement and consistent with applicable local and state laws in effect at the time of issuance of any permit. Except as otherwise specified in this Agreement, the approvals memorialized hereby shall control the overall design, development and construction of the Project, and all on-and off-site

improvements and appurtenant improvements in connection therewith, in the manner specified in this Agreement. Nothing in this Agreement shall contravene any applicable provision of law, which is not lawfully subject to modification by the City through an Agreement.

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

- 2.2 Hold Harmless. Owner hereby agrees to and shall hold City harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise during the construction phase and during and following the warranty period as a result of the actions of the Developer or the Developer's contractors and consultants, relating to the design or construction of the Project, excepting claims and causes of actions brought by the Owner for default of this Agreement or those arising from the negligence or willful misconduct of the City.
3. Conditions of Approval.
- 3.1 Improvements to be Constructed. Developer shall construct the improvements on-site and off-site for the Project required pursuant to the Rathdrum City Code, including any current adopted policies pending codification, this Agreement and any other conditions of approval imposed by the Rathdrum City Council prior to this Agreement. Such improvements shall include, but are not limited to roadway, sidewalk, curb, and stormwater improvements within the development, off-site extensions of Sedona Street (northern extension) and Lian Lane (southern extension) improvements (including sidewalk, curbs and stormwater) to connect to new roadways within the plat and the following:
- 3.2 Roadway Drainage Swales. Developer shall construct roadway drainage swales with drywell storm outlet in accordance with adopted policy simultaneously with construction of new roadways or improvements to existing roadways in the Project, including the west side of Meyer Road and other interior roadways planned to be Leopold Court, Leopold Avenue, Aldo Street, Pinchot Street, Gifford Street, Riss Avenue, Liane Lane and Sedona Avenue. Note that not all road names have not been approved for use by Kootenai County and are subject to change. Roadway drainage swales shall be constructed in accordance with the approved construction plans for the Project and functional prior to acceptance by the City.
- 3.3 Landscaping/Street Trees. Developer shall plant grass, plants and trees within the swales and along all street frontages of Meyer Road. Individual lot owners shall be responsible at time of building permit phase to install, maintain or replace grass, plants and trees when the lots are improved along those streets and in those areas as set forth in Landscape Plan component of approved construction plans and in accordance with the Rathdrum City Code. Trees shall be selected from the City's Tree and Planting Guide and spaced 20-foot maximum along the west side of Meyer, beginning twenty five feet (25') from the point of intersection of city rights of way. All others shall have a minimum of one tree within right of way in addition to required on-site landscaping.
- 3.4 Irrigation Water Service Lines to Roadway Drainage Swales and Landscape Areas. Developer shall construct water lines with valves and backflow prevention devices for the purpose of providing irrigation service to

stormwater drainage swales and common area landscaping along the road frontages of the Project, including the west side of Meyer Road. Individual lot owners within the Project shall construct irrigation lines with valves and backflow prevention devices for the purpose of providing irrigation service to each stormwater roadway drainage swale and common landscaping areas as located in dedicated right-of-way areas fronting their individual lots within the Project at the time of construction on the individual lots within the subdivision.

- 3.5 Maintenance of Common Area Landscaping and Roadway Drainage Swales. The Home Owner's Association (HOA) or the owners of all lots within the Project are collectively responsible for the maintenance of that common area landscaping and all costs associated with the maintenance, including the irrigation water fees and replacement of any dead trees, shrubs and grass along the west side of Meyer Road frontages to the Project. Furthermore, the owner of each lot within the Project shall irrigate and maintain the landscaping within any stormwater drainage area fronting the lot and in stormwater swales and planting strips in rights-of-way(s) adjacent to the owner's lot. The responsibility for the maintenance of that landscaping and all costs associated with the maintenance, including installation of underground irrigation, if necessary, the irrigation water fees and placement of replacement of any dead trees, shrubs and grass shall be the responsibility of the individual lot owners. In the event the lot owner fails to meet their obligations under this provision, the City is authorized to contract to provide the maintenance services and to assess the cost of such maintenance and water fees to the lot owners. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the Project.
- 3.6 Irrigation System Casings. Developer shall install a two (2) inch minimum diameter casing / conduit for each lot under the sidewalks to the planting strips or swales and at all lot corners abutting a right-of way during the construction of all sidewalks and/or walkways as part of the infrastructure to be installed within the Project to support future irrigation system needs.
- 3.7 Walkways and Stormwater. Developer shall construct planting strips and stormwater drainage swales along both sides of all improved rights-of-ways within the Project. Streets within the development shall have 5-foot wide sidewalks on each side as is typical.
- 3.8 Streetlights. Developer shall place street lights along all improved rights-of-ways in the Project as set forth in the approved construction plans.
- 3.9 Streets. All streets in the Project shall be built to City standards. No direct lot access shall be allowed to Meyer Road. Vehicular access from Meyer Road shall be limited to no more than one point of access at Gifford Avenue.
- 3.10 Construction Access. Access to the Project site shall be limited to improved streets located in existing rights-of-ways directly adjacent to the area under development, which improved streets and rights-of-ways shall be

maintained in a clean and orderly manner kept clear of all construction debris and material.

- 3.11 Public Street Closure. When working within the existing public right-of-way outside of the Project being constructed, the Developer shall keep at least one travel lane open at all times and provide the appropriate traffic control, at no cost to the City, to allow for vehicle travel in a safe manner through the construction area. Street closures will only be allowed with prior approval by the City Engineer and only upon a showing by the Developer that the construction cannot be accomplished without a street closure. Approval for a street closure shall be for a limited duration set by the City Engineer, which shall be strictly adhered to by the Developer.
- 3.12 Phase Sustainability. The public infrastructure and other required amenities must be installed for each phase of the Project, as applicable, to allow that phase to function without the construction of any subsequent phases of the Project.
- 3.13 Sediment Erosion Control Plan. Developer shall maintain sediment and erosion control measures as set forth in approved sediment and erosion control plan during all phases of construction of the Project.
- 3.14 Dedication of Right-of-Way. Developer shall dedicate to the City the necessary rights-of-way within the Subdivision for public roads and utilities and those adjacent to the Subdivision within Meyer Road as necessary to complete public improvements.
- 3.15 Dedication of Easements. Developer shall dedicate sufficient easements for the installation, maintenance and operation of municipal and public utilities, street surfacing for public ingress and egress and stormwater treatment and disposal over and across the off-site properties owned by Developer as necessitated by engineering design.
- 3.16 Sewer. The Developer shall construct 8-inch diameter sewer mains to collect sanitary sewer from within the project; said mains shall connect to the existing gravity sewer main located within existing Sedona Street. The private septic system, including septic tank and drainfield, shall be appropriately discontinued / removed as required by Panhandle Health District and/or other agency with jurisdiction and the existing house shall be connected to city sewer and all associated fees paid for such connection at the time of approval of construction plans for the development.
- 3.17 Water. The developer shall construct 8-inch diameter water mains within the project; said mains, with the exception of Leopold Street, shall be looped and shall be connected to existing water mains under existing Sedona Street, Liane Lane and Meyer Road. The private domestic well / water system shall be appropriately discontinued / removed as required by Panhandle Health District, IDWR and/or other agency with jurisdiction and the existing house shall be connected to city water and all associated fees paid for such connection at the time of approval of construction plans for the

development. Any associated water rights for the property within the development area shall be transferred to the City of Rathdrum.

4. Improvement Construction Standards and Procedures.

- 4.1 Any public utility service contemplated by this Agreement needs to be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations, and tariffs of the State of Idaho to the extent they may apply.
- 4.2 If the State of Idaho or other agency having authority disallows any utility service to be provided by the City or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Owner under this Agreement. The disallowance shall not be grounds for any claim, action, or demand against the City.
- 4.3 Owner shall bear all cost associated with the installation of all public utilities owned and operated by the City or regulated by the Idaho Public Utilities Commission, including street lights. These installation costs shall not be passed on to the City unless provided for otherwise within an appendix to this agreement.
- 4.4 Prior to performing any work in the existing public right-of-way, the Owner shall obtain the required encroachment permit and comply with the insurance and surety requirements associated with the permit.
- 4.5 The Owner shall minimize the tracking of materials and dirt along any developed public right-of-way through use of methods approved by the City to assure existing streets are kept free of excessive dirt and other foreign materials.
- 4.6 Owner shall not proceed with construction of the Project, except for movement or stripping of top soil, until construction plans have been approved by the City Engineer, a construction improvement agreement is signed by the City and a pre-construction conference has been completed between the Owner and the City.
- 4.7 Owner shall be responsible to either pay the sewer and water cap fees and hookup fees or confirm that those fees have been paid by any property owner, which the Owner connects to the City sewer or water system as part of the installation of the public improvement. If individual connections are not made by the Owner, such sewer and water capitalization and hookup fees shall be paid by the individual property owner or developer at the time of building.
- 4.8 The City Engineer is authorized to approve an alternate design for the stormwater management system instead of the preliminary drawings presented at the public hearing, if, in the opinion of the City Engineer, the alternate design meets or exceeds the goals and treatment capacity provided in the design reflected on the preliminary drawings.

- 4.9 The Owner shall not obtain permits for the construction of improvements or commence the construction of improvements until this Agreement has been completed and signed by the Owner and the City, and all applicable fees have been paid as required by City ordinance or resolution.
- 4.10 Building permits may be issued, once a performance bond for the completion of the infrastructure is submitted to and accepted by the City and final plat recorded, or alternatively, once all infrastructure has been installed and approved by the City and final plat recorded. All infrastructure associated with the Project, including those items for which surety has been provided, must be completed and accepted by the City prior to the issuance of any certificate of occupancy for a building constructed within the Project.
- 4.10.1 The Owner shall be responsible to provide written notice, at or before, the time of closing, to each purchaser of a lot before the subdivision improvements are completed that no certificate of occupancy will be issued until such time as the subdivision improvements are completed and accepted by the City.
- 4.11 At all times after construction of the subdivision improvements are commenced, and prior to the sale of lots, the Owner shall be responsible to provide weed and dust control for the Project, including but not limited to weed removal, and to keep the construction site free of garbage and debris.
5. Performance Guaranty.
- 5.1 Owner shall guarantee, for the sole benefit of the City that the Owner will perform all of its obligations not yet completed under this Agreement for the Project at the time of final plat approval for the Project. The guaranty shall be in a form approved in Sections 5.1.1, 5.1.2, and 5.1.3. During the term of this Agreement, the Owner may, with the written consent of the City, substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein.
- 5.1.1 Performance Bond. Owner may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City Attorney. The bond shall name the City as the sole beneficiary and the Owner as the principal.
- 5.1.2 Escrow. Owner may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City Attorney.
- 5.1.3 Letter of Credit. The Owner may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in a form approved by the City.

- 5.2 Amount of Guaranty. The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements not yet constructed or completed per City Code, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Owner shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Owner's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.
- 5.3 As soon as the earliest of the following occurs, the City shall release any performance guaranty which has not been used or encumbered:
- 5.3.1 The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 5.4. Or,
- 5.3.2 The expiration of the warranty period as provided in Section 5.4.
- 5.4 Owner's Warranty.
- 5.4.1 Owner shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year, except for street improvements, which shall be warranted for two (2) years. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages.
- 5.4.2 The Owner's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.
- 5.4.3 Except as provided in Subsection 5.4.2, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Owner's warranty.
- 5.4.4 To secure the Owner's performance of the warranty under subsection 5.4.1, the performance guaranty provided by the Owner under Section 5.1 shall remain in effect until the end of the warranty period, or the Owner shall provide a warranty guaranty by one or more of the methods described in Sections 5.1.1 through 5.1.3.

5.5 City's Remedies Under Warranty.

- 5.5.1 The City shall notify the Owner in writing upon its discovery of any failure or defect covered by the warranty in Section 5.4.1. The City shall notify the Owner before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Owner of the results of all such tests and inspection.
- 5.5.2 Owner shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. Owner shall correct the failure or defect at its own expense and to the reasonable satisfaction of the City.
- 5.5.3 If the Owner fails to correct the failure or defects within the time allowed by Section 5.5.2, the City may correct the failure or defect at Owner's expense. If the Owner fails to pay the City for the corrective work within thirty (30) days of the City sending the bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Owner's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.
- 5.5.4 In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Owner and warranty bond surety as quickly as possible.

6. Consistency with Comprehensive Plan.

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

7. Notices.

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

DEVELOPER / OWNER

Wild Horse Investments, LLC
14899 W Stub Avenue
Rathdrum, ID 83858

CITY

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

8. Default, Remedies, Termination, and Review.

8.1 General Provisions. Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days' notice in writing, measured from the date of delivery to a recognized overnight courier such as Federal Express or UPS, or certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty-day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding, unless the act of default is conclusive and incapable of cure. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or if the cure has not been commenced within such period and diligent effort has not been made to effect cure thereafter, the party to this Agreement alleging the default, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to the Notice provision of this Agreement shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is allowed to withhold approval of subsequent phases of the Project or issuance of building or construction permits when a material condition of default exists.

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

9. Subsequent Laws As Superseding Terms.

9.1 Superseded by Subsequent Laws. If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent

feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Owner shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

10. Mortgagee Protection; Certain Rights of Cure.

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

10.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 10.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Project to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement, unless the City releases its interest in performance by action of the City Council.

10.3 Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default given Owner hereunder and specifying the address for service thereof, then City is authorized to deliver to such Mortgagee, concurrently with service thereon to Owner, any notice given to Owner with respect to any claim by City that Owner has committed an event of default. If City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Owner. Each Mortgagee shall have the rights during the same period available to Owner to cure or remedy the event of default claimed or the areas of noncompliance set forth in the City's notice. Owner is obliged hereby to notify the City of any Mortgagee with an interest in the Project.

11. Transfers and Assignments.

11.1 Right to Assign. Owner shall have the right to sell, assign or transfer, any and all of its rights, duties and obligations under this Agreement, to any

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

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

12. Covenants Run With The Land.

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

13. General Provisions.

- 13.1 No Joint Venture or Partnership. City and Owner agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Owner a joint

venture or partners. It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is a private development; that the City has no interest in or responsibility for or duty to third persons concerning any of Owner's obligations regarding said improvements; that Owner shall have full power over and exclusive control of the Project herein described subject only to the limitations and obligations of the Owner under this Agreement and applicable provisions of law. The only relationship between City and Owner is that of a governmental entity regulating the development of private property pursuant to the laws of the City and the State of Idaho.

- 13.2 Severability. City and Owner agree that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect unless amended or modified by mutual consent of the parties.
- 13.3. Entire Agreement. This Agreement is the entire Agreement and may only be modified in writing signed by both parties.
- 13.4 Minor Changes to Agreement. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Owner and the City's administrative staff.
- 13.5 Completion of Performance. Upon completion of performance by the parties or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of the City and Owner shall be recorded in the Official Records of Kootenai County, Idaho. Any such release shall not signal completion or release of any provision which confers a public benefit and which is intended to run with the land unless expressly approved by the governing board of the City.
- 13.6 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions by those not party to this Agreement) or by other causes beyond such party's control (inability to obtain funding on the part of the Owner shall not constitute a cause beyond the Owner's control). If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.
- 13.7 Estoppel Certificate. Owner may, at any time, and from time to time, deliver written notice to the City requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so

amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor shall have the right to execute any certificate requested by Owner hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

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

Executed this _____ day of _____, 2020.

CITY OF RATHDRUM

OWNER,
WILD HORSE INVESTMENTS, LLC.

Vic Holmes, Mayor

By (Print Name): _____

ATTEST:

Sherri Halligan, City Clerk

STATE OF IDAHO)
):ss
County of Kootenai)

On this _____ day of _____, 2020, before me, a Notary for the state of Idaho, personally appeared Vic Holmes and Sherri Halligan known, or identified to me, to be the Mayor and City Clerk of the City of Rathdrum, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such city of Rathdrum executed the same.

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

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

STATE OF IDAHO)
):ss
County of Kootenai)

On this ___ day of _____, 2020, before me, a Notary for the state of Idaho, personally appeared _____ known, or identified to me, to be the manager or member of the limited liability company that executed this instrument or the person who executed the instrument on behalf of said corporation, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the foregoing instrument, and acknowledged to me that such corporation / company executed the same.

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

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

Use as necessary:

STATE OF _____)
):ss
County of _____)

On this ___ day of _____, 2020, before me, a Notary for the state of Idaho, personally appeared _____ known, or identified to me, to be the manager or member of the limited liability company that executed this instrument or the person who executed the instrument on behalf of said corporation, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the foregoing instrument, and acknowledged to me that such corporation / company executed the same.

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

Notary Public for the State of _____
Residing at:
Commission Expires:

EXHIBIT A
TIMBER GLADE SUBDIVISION
BOUNDARY DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 52 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

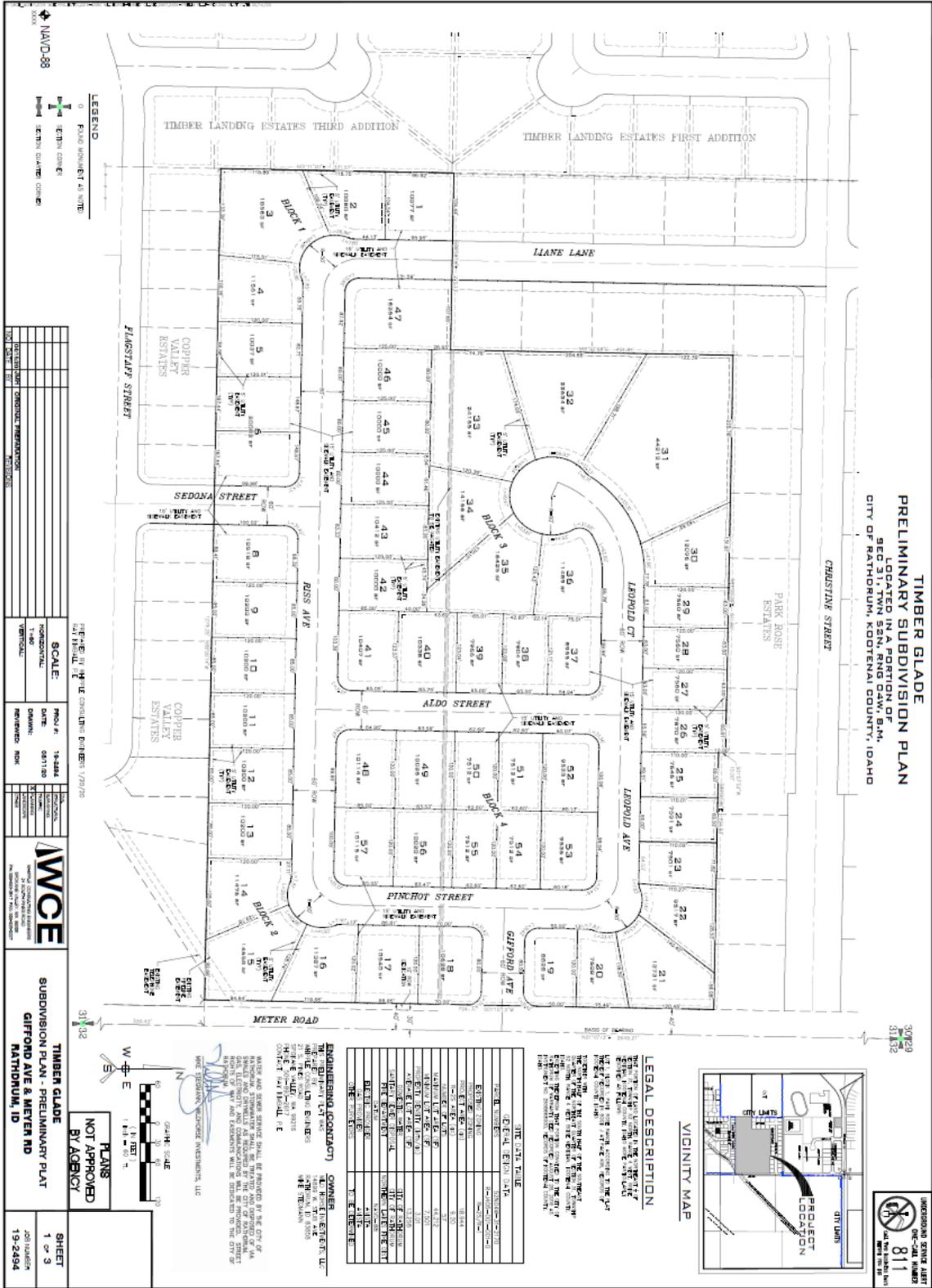
LOT 1, BLOCK 1, PARK ROSE RANCH, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK J AT PAGE 406, RECORDS OF KOOTENAI COUNTY, IDAHO.

TOGETHER WITH:

THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 52 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY IDAHO.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RATHDRUM OF WARRANTY DEED RECORDED AUGUST 28, 2018, AS INSTRUMENT 2658868000, RECORDS OF KOOTENAI COUNTY, IDAHO.

EXHIBIT B TIMBER GLADE SUBDIVISION PRELIMINARY PLAT



**TIMBER GLADE
PRELIMINARY SUBDIVISION PLAN**
LOCATED IN A PORTION OF
SEC 31, T2N 52N, R10E 04W, B1M,
CITY OF RATHORUM, KOOTENAI COUNTY, IDAHO

LEGEND

0 PLATS MONUMENT AS NOTED

SECTION CORNER
 QUARTER CORNER

MONUMENT AS NOTED

DATE	BY	REVISION

PREPARED BY: W.C.E. ENGINEERING, INC. 1/20/20

DATE: 04/11/20

SCALE: 1" = 40'

PROJECT: 19-2494

OWNER: GIFFORD AVE & MEYER RD RATHORUM, ID



**TIMBER GLADE
SUBDIVISION PLAN - PRELIMINARY PLAT**

**GIFFORD AVE & MEYER RD
RATHORUM, ID**

SHEET 1 OF 3

2025 JUNE 15

19-2494



ENGINEERING (CONTACT) W.C.E. ENGINEERING, INC.
1000 W. 10TH ST. RATHORUM, ID 83858
PHONE: 208.338.1100
FAX: 208.338.1101
WWW.WCEENGINEERING.COM

OWNER GIFFORD AVE & MEYER RD
RATHORUM, ID 83858

DATE 04/11/20

LOT	AREA (SQ. FT.)	AREA (SQ. YD.)
1	11,800	135
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LEGAL DESCRIPTION

THE PLATS DESCRIBED IN THIS PLAT ARE THE UNDIVIDED INTERESTS OF THE SEVERAL OWNERS OF THE PLATS DESCRIBED IN THIS PLAT, AS SHOWN ON THE PLAT, AND ARE NOT TO BE CONSIDERED AS A PART OF ANY OTHER PLAT OR RECORD.



PROVISIONAL STATE PLAT

ONE-CALL NUMBER: 811

CALL BEFORE YOU DIG

CITY OF RATHDRUM POLICY

FOR

ENFORCEMENT ACTION

Purpose:

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.

Intent / Philosophy:

A consistent compliance program promotes increased land values, safer neighborhoods, and pride in ownership. Education of the public regarding applicable laws can be an effective tool in obtaining immediate compliance, and a long-range solution to ongoing nuisances. Efficient code compliance is best accomplished by direct communication with members of the community through a variety of methods. These include face-to-face discussions with property owners, reaching out via mail or posting, and public impact initiatives using various resources such as social media (ex. Facebook and the City's Website), mass mailings, and advertisement.

The Code Enforcement Officer shall maintain ethical standards and strive to be firm, fair and friendly. The goal is to serve the community to safeguard the lives and property and to respect the Constitutional rights of all members of the community. The Enforcement Officer will strive to achieve a number of objectives.

- 1) Work for the common goals of their profession and employer.
- 2) Conduct themselves as a model for the community, be accountable and accept professional and personal responsibility.
- 3) Make decisions free from prejudice, honor the spirit and letter of the law, and safeguard public confidence by conducting themselves in a manner that maintains public trust.

Responsibilities:

The Code Enforcement Officer is expected to establish a problem-oriented policing schedule, as necessary, with the intent of observing and proactively gaining correction of violations before they progress. The Enforcement Officer is also expected to work in conjunction with other Planning, Building, Public Works and RPD staff in investigating, researching, and enforcement practices (see Enforcement Practices below). Non-RPD staff does not enforce traffic or parking violations, nor reports of animals at large, but is expected to coordinate with RPD staff when necessary.

City Ordinances Within the Code Enforcement Officer's Responsibility, Generally – may include enforcement, permitting, licensing, or other measures to gain compliance with Code

- RCC Title 3, Ch. 3, Sexually Oriented Businesses

- RCC Title 3, Ch. 4, Door to Door Solicitation
- RCC Title 4, Public Nuisances (with coordination and assistance from RPD for vehicle infractions, noise enforcement and other issues. RPD enforces large, vacant lot weed issues.)
- RCC Title 4, Ch. 1, Sec. 3, Use of Streets (may include coordination and assistance from RPD.)
- RCC Title 7, Ch. 2, Sec. 1, Obstructing Streets and Sidewalks
- RCC Title 7, Ch. 2, Sec. 2, Solicitation on Highways and Other Public Places
- RCC Title 7, Ch., 2, Article A, Sec. 9, (Sidewalks) Owner's Duty to Maintain
- RCC Title 7, Ch. 2, Article D, Sec. 4, (Snow and Ice Removal) Owner/Occupant Responsibility
- RCC Title 7, Ch. 7, Sec. 2, (Right of Way Encroachment) Permit Required
- RCC Title 8, Ch. 1, Sec. 9, Building Permits (with coordination of Building Department)
- RCC Title 8, Ch. 1, Sec. 15, Installation Permits for Manufactured Homes (with coordination of Building Department)
- RCC Title 11, Ch. 4, Zoning Districts
- RCC Title 11, Ch. 5, General Provisions for Performance Standards (with coordination of Building and Public Works Departments)
- RCC Title 11, Ch.13, Enforcement
- RCC Title 11, Ch. 16, Signs
- RCC Title 13, Ch.7 (Flood Prevention Standards) Penalties for Violation (with coordination of Floodplain Administrator / City Planner)

*See RCC Title 1, Ch. 4 for General Penalty not covered within other Code sections.

**The Enforcement Officer may also have the responsibility to address violations of State Law, as necessary or identified, including contacting the appropriate jurisdiction for enforcement activity.

City Ordinances Within the RPD's Responsibility, Generally

- RCC Title 3, Ch. 2, Liquor Control
- RCC Title 4, Ch. 1, Article A (Public Nuisances), Noise Control
- RCC Title 4, Public Nuisances vehicle infractions and large, vacant lot weed issues
- RCC Title 5, Police Regulations
- RCC Title 6, Motor Vehicles and Traffic

Violation Levels:

Violation may be identified by citizen inquiry / complaint, agency inquiry / complaint, staff observation, or any other correspondence or communication, as determined by the City. To measure and promote efficiency and response time, violation levels are prioritized and documented in the following manner:

Level I:

The first and highest level of violation, which will include immediate correction, is for any violation which, as determined by the City, is a life, health and safety violation. Typically, violations are identified by staff observation and are the most infrequent type encountered. An example is observing work over a public sidewalk where no pedestrian protections or detours have been put in place. In this case, enforcement action would be immediate to stop the work, followed by education and permitting / inspection as necessary.

Level II:

The second level of violation is public welfare. Determining violation may include investigation and appears (as determined by the City) a violation without much research and/or analysis, and correction action is fairly simple. This activity will include contact with the property owner within a short timeline (as determined by the City, and typically 24 hours of initial identification). After contact, enforcement is pursued with follow-up / return contact to verify correction. Typically, violations are identified by citizen inquiry / complaint or staff observation. An example is getting a complaint of placement of an obstruction in the street.

Level III:

Public impact violations. This is the most common type of violation and is identified by citizen complaint, agency inquiry / complaint, staff observation, or any other correspondence or communication, as determined by the City. Determining violation includes investigation, research, analysis and determination of violation by the City. This activity will include contact with the property owner within a fairly short timeline (as determined by the City, and typically within 30 days of initial identification). Enforcement activity will include contact with the property owner to identify and understand the violation activity and may include an extended timeline (typically on or before one month - or at the City's discretion) for correction. Enforcement action may include voluntary compliance within set time periods. An example is a staff member reporting that a shed has been constructed within a front yard.

Level IV:

General violation. This level of violation is identified and/or enforcement dictated by City Administrative or Council directive. Enforcement activity is applied to all offenders, or a segment of offenders as determined by the City, as part of an information / education and correction initiative or program. An example is an informational campaign and follow-up to eliminate long term parking of RVs on streets within a neighborhood or section of town.

Enforcement Practices:

The following practices shall be utilized in enforcement activity:

Investigation practice:

Investigation includes, but is not limited to, a site visit and review of applicable Codes, Ordinances, permits and photographic evidence. Entering onto private property for any activity which is not a life, health and safety violation (as determined by the City) is discouraged, unless such private property is generally open to the public (such as a business or the front door of a residence). Staff is encouraged to obtain permission from the owner prior to entering private property which is not generally open to the public. If able to enter the property to make contact with the property owner, manager, or other representatives at the time of site visit, a statement from City staff must always include identification, and a conversation which may be the following: "I am _____, (give name and title) with the City of Rathdrum, and I am here to talk with you regarding _____ (describe the potential violation)."... "It has come to the City's attention" or "The City received a complaint regarding _____ and I would like to talk with you to get an understanding of all the relevant information. Is now a good time?" This contact may be made by a phone call or letter but is preferred to be in person if possible. Staff is encouraged to make contact at a time that is not disruptive to business operations. Initial contact is for discovery, education, and communication (state the facts – this is not a time to debate the merits, but to learn and understand). The goal is to determine if a violation is present and research the aspects of the unique situation.

The City's enforcement practice is generally to enforce those items visible from the public right-of-way or the reporting owner's property, as applicable. The site visit should be limited to those areas, as necessary.

The focus is to assist the violator in gaining compliance. If other potential violations are observed, such shall be noted and brought to the attention of the supervisor for review and consideration for enforcement action (see Enforcement Levels I, II, III and Intent sections).

Investigation must include a log of the information gained, written documentation of conversations, any observations, any agreements, clarifications, understanding and photo documentation of the violation.

Research practice:

Research may include differing levels of activity to be effective and is performed as necessary. The following are typical forms of research:

- 1) Review of permit records.
- 2) Review of the address file for information related to the investigation for vesting rights, legal non-conforming status, City letters of commitment, or other information that may clarify the activity.
- 3) Review of City historic documents (this may include City resolutions, contracts, project files, ordinances, land use files, elevation certificates or other active documents).
- 4) Review of the agency or other department records and files (only if the information is readily available to staff).
- 5) Review of satellite imagery and/or aerial photographs (i.e. Kootenai County GIS, Google Earth, etc.).

The City may, at its discretion, conduct research as necessary in its course of the investigation, however establishment of legal non-conformity is the burden of the citizen and shall include clear evidence to demonstrate timing of establishment of the non-conformity.

Education practice:

The first and foremost component of enforcement is to effectively communicate the violation and assist the citizen or organization to accomplish voluntary compliance. This is accomplished by relaying the violation and steps to follow to gain compliance with the rules and regulations of the City; with an understanding that enforcement will occur if there is no response. Voluntary correction upon initial contact is the primary goal for the Enforcement Officer by making the individual aware of the rules and regulations, treating them in a fair and respectful manner and persuading them to take the appropriate action to follow the rules.

Voluntary correction practice:

Voluntary correction may be through verbal agreement and understanding or the City may offer to enter into a written Voluntary Correction Agreement with the individual or organization at the discretion of the City. This may be done during the contact process by the issuance of a "citation" or a letter may be sent in follow-up if educating the violator does not result in the desired outcome (correction of a violation). Such follow-up letter, in the form of an Agreement, shall be signed by both the City and the violator, and include clear understanding and agreement of specified violation(s), corrective action to be taken and correction time-frame delineated.

Enforcement practice:

In the event that corrective action is not taken or voluntary compliance is not an option, the City will move forward with enforcement procedures as delineated in Rathdrum City Code. There should be conclusive evidence of a violation for the City to determine a violation and take enforcement action. Enforcement practices employed must be well documented, including the utilization of certified / return receipt mail, photographic evidence, and other measures. Speculation, "hearsay" or "recollection" is not acceptable.

Written determinations will be necessary with the steps taken and information gathered for the determination of violation.

Photo document each violation, note the date of the violation, and note any observations of the violation, surroundings and/or circumstances, contacts, actions taken, etc.

Follow-up practice:

Monitoring of the violation to observe corrective actions, or lack thereof, is imperative. Multiple contacts with the citizen or organization may be necessary.

If corrective action is not completed within the timeline provided, an additional period of time may be provided in consideration of the effort to correct made and/or reasonable cause provided. The Enforcement Officer shall use their discretion with the goal of accomplishing voluntary correction in mind. In the most extreme case, if correction is refused or correction timeline exceeded consistently, the Enforcement Officer shall refer the violation, along with all documentation of the violation and action, to the Supervisor. The Supervisor will determine follow-up action as appropriate, including but not limited to referral to the City Attorney.

The City will make every effort to provide response or status of actions taken to parties that file a complaint. The City may send a form letter to the complainant which addresses a particular action being taken by the City. Details may be confidential, and not available.

Any enforcement process that requires action by the City is to be appropriately indexed and monitored. This is to allow for ease of reference, review by future staff, and potential legal action.

Summary:

Step 1:

Receive citizen request/complaint or information regarding a violation (as applicable to the level of enforcement).

Step 2:

Investigate to determine if a violation exists.

Step 3:

If a violation exists, document and index the violation.

Step 4:

Take appropriate action to correct violations through – 1. Education, 2. Voluntary Correction, 3. Enforcement.

Step 5:

Provide response(s) to the complainant or refer to City Attorney. Document all action taken and file in address file and enforcement file.

Step 6:

Provide notification to the citizen or organization recognizing that the violation has been corrected and the “case” closed.

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

Memo

To: City Council
From: Kevin Jump
CC:
Date: July 16, 2020
Re: Mill Street Improvements – agreement with BNSF

Please find attached a Roadway Surfacing Agreement with BNSF, which pertains to the City's intent to make roadway improvements to Mill Street – between BNSF's railway and Main Street.

I've asked Jones Lang LaSalle (*attorney/broker for BNSF*) to modify the attached agreement such that indicates that Interstate Concrete & Asphalt Co., is the Contractor for the work. With your approval of the attached agreement, I'm hopeful that construction on this project will occur in August/September this year.

In general, the proposed Mill Street work includes: re-construction of the asphalt pavement and raised center median on Mill Street; removal of the north-side sidewalk (within BNSF right-of-way), concrete curb & sidewalk reconstruction and pavement markings/signage. Also, as I've reported previously, the City of Rathdrum is in the process of gaining re-certification of its Quiet Zone.



Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Rd., Suite 110
Fort Worth, Texas 76155
tel +1 817-230-2600, fax +1 817 306-8265

July 14, 2020

City of Rathdrum
Attention: Mr. Kevin Jump
8047 W. Main Street
Rathdrum, ID 83858

20-65810

Dear Mr. Jump:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway. Please submit the following documents to BNSF@certfocus.com:

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$681.25 with your check and signed agreements.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$1,600.00.

Sincerely,

Katie Robles
Permit Manager
Attachment

ROADWAY SURFACING AGREEMENT

("City"), a political subdivision of the State of Idaho; Interstate Concrete & Asphalt Co.,

This Roadway Surfacing Agreement ("Agreement") is entered into effective as of this the ____ day of _____ 20__, by and between **CITY OF RATHDRUM**, ("Contractor"), an Idaho corporation, and **BNSF RAILWAY COMPANY** ("Railway"), a Delaware corporation.

WHEREAS, Railway operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, City of Rathdrum desires Contractor to surface the roadway adjacent to and upon Railway's right of way, and Contractor is willing to perform such services.

NOW, THEREFORE, in consideration for Railway entering this Agreement with Contractor and granting Contractor permission to enter upon the Premises (defined herein), Contractor agrees with Railway as follows:

SECTION 1. SCOPE OF SERVICES

Contractor shall perform the following services, hereinafter described as Work":
Payment re-construction on Mill Street
Line Segment 0045 and Mile Post 44.50

Performance of the Work will necessarily require Contractor to enter Railway's right of way and property ("Premises"). Contractor agrees that no work shall be commenced on the Premises until (i) this Agreement is executed by both Contractor and Railway; and (ii) Railway approves the insurance required to be maintained by Contractor hereunder. Contractor further agrees that if this Agreement is not executed by the owner, general partner, president, or vice-president of Contractor, Contractor shall furnish Railway with evidence certifying that the signatory is empowered to execute this Agreement.

This License shall commence on the Effective Date and shall continue for a period one hundred eighty (180) days, subject to prior termination as hereinafter described.

SECTION 2. PAYMENT OF FEES

City of Rathdrum shall be responsible for payment to Contractor for the Work performed under this Agreement.

SECTION 3. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorney's fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF**

RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR SHALL INCLUDE ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it shall adjust and settle all claims made against Railway, and shall, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway shall give notice to Contractor, in writing, of the receipt or pendency of such claims and thereupon Contractor shall proceed to adjust and handle to a conclusion such claims, and in the event of a suit brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, shall defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement shall survive any termination of this Agreement.

SECTION 4. INSURANCE.

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$ 4,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ It is agreed that any workers' compensation exclusion does not apply to **Railroad** payments related to the Federal Employers Liability Act or a **Railroad** Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.

- ◆ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

- B. **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- ◆ Bodily injury and property damage
 - ◆ Any and all vehicles owned, used or hired
- C. **Workers Compensation and Employers Liability Insurance.** This insurance shall include coverage for, but not limited to:
- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- D. **Railroad Protective Liability Insurance.** This insurance shall name only the Railroad as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement
 - ◆ Endorsed to include Evacuation Expense Coverage Endorsement
 - ◆ No other endorsements restricting coverage may be added
 - ◆ The original policy must be provided to the Railroad prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$ 681.25.

- I **elect** to participate in Licensor's Blanket Policy;
- I **elect not** to participate in Licensor's Blanket Policy.

E. Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor

further waives its right of recovery, and its insurers also waive their right of subrogation against **Railroad** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by **Railroad**. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and **Railroad** shall be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming **Railroad** as additional insured shall be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of **Railroad**. If granted by **Railroad**, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by contractor in lieu of insurance. Any and all **Railroad** liabilities that would otherwise, in accordance with the provisions of this **Agreement**, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor shall furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from **Railroad**, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railroad** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this **Agreement** has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this **Agreement**. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, **Railroad** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming **Railroad** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railroad** to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify **Railroad** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railroad** to terminate this **Agreement** immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor shall not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this **Agreement**. Damages recoverable by **Railroad** shall not be limited by the amount of the required insurance coverage.

Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety-training program at the following Internet Website "<http://www.contractororientation.com>". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

For purposes of this section, **Railroad** shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

SECTION 5. PROTECTION OF RAILWAY FACILITIES AND RAILWAY FLAGGER SERVICES

A. The Contractor shall give a minimum of at least thirty (30) working days notice to the roadmaster at Daniel.Mavrinac@BNSF.com, telephone (509) 536-2594, in advance of when flagging services will be required to bulletin the flaggers position and shall provide five (5) working days notice to the Roadmaster to abolish the position per union requirements.

B. Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over or under of and within twenty-five (25) feet measured horizontally from center line of the nearest track and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

(1). When in the opinion of the Railway's representative, it is necessary to safeguard the Premises , employees, trains, engines and facilities.

(2). When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

(3). When work in any way interferes with the safe operation of trains at timetable speeds.

(4). When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

(5). Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers. Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 5 (d)** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction

and maintenance of the Roadway, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 5**.

D. All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

(1) A flagging crew generally consists of one employee. However, additional personnel may be required to protect the Premises and operations, if deemed necessary by the Railway's representative.

(2) Each time a flagger is called, the minimum period for billing shall be the eight (8) hour basic day.

(3) The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the City's contractor.

SECTION 6. INDEPENDENT CONTRACTOR

In the performance of the Work under this Agreement, Contractor will be considered as an independent contractor, neither Contractor nor any of its employees, subcontractors, agents or servants will be considered as employees of Railway in any respect. Contractor shall have the exclusive right and duty to control the work of its employees. All persons employed by Contractor or any of its subcontractors in the performance of this Agreement shall be the sole employees of Contractor or its subcontractors. Contractor will be given general directions and instructions regarding the Work to be rendered under this Agreement; however, direct supervision of Contractor's employees will be Contractor's responsibility and obligation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF RATHDRUM
8047 W. Main Street
Rathdrum, ID 83858

BNSF RAILWAY COMPANY
Jones Lang LaSalle Brokerage, Inc.,
its Attorney in Fact
4200 Buckingham Rd., Suite 110
Fort Worth, TX 76155

By: _____
Print Name: Vic Holmes
Title: mayor

By: _____
Print Name: Shane Krueger
Title: Vice President - Permits & Special Proj.

INTERSTATE CONCRETE & ASPHALT, CO.
8849 W. WYOMING ROAD
RATHDRUM, ID 83858

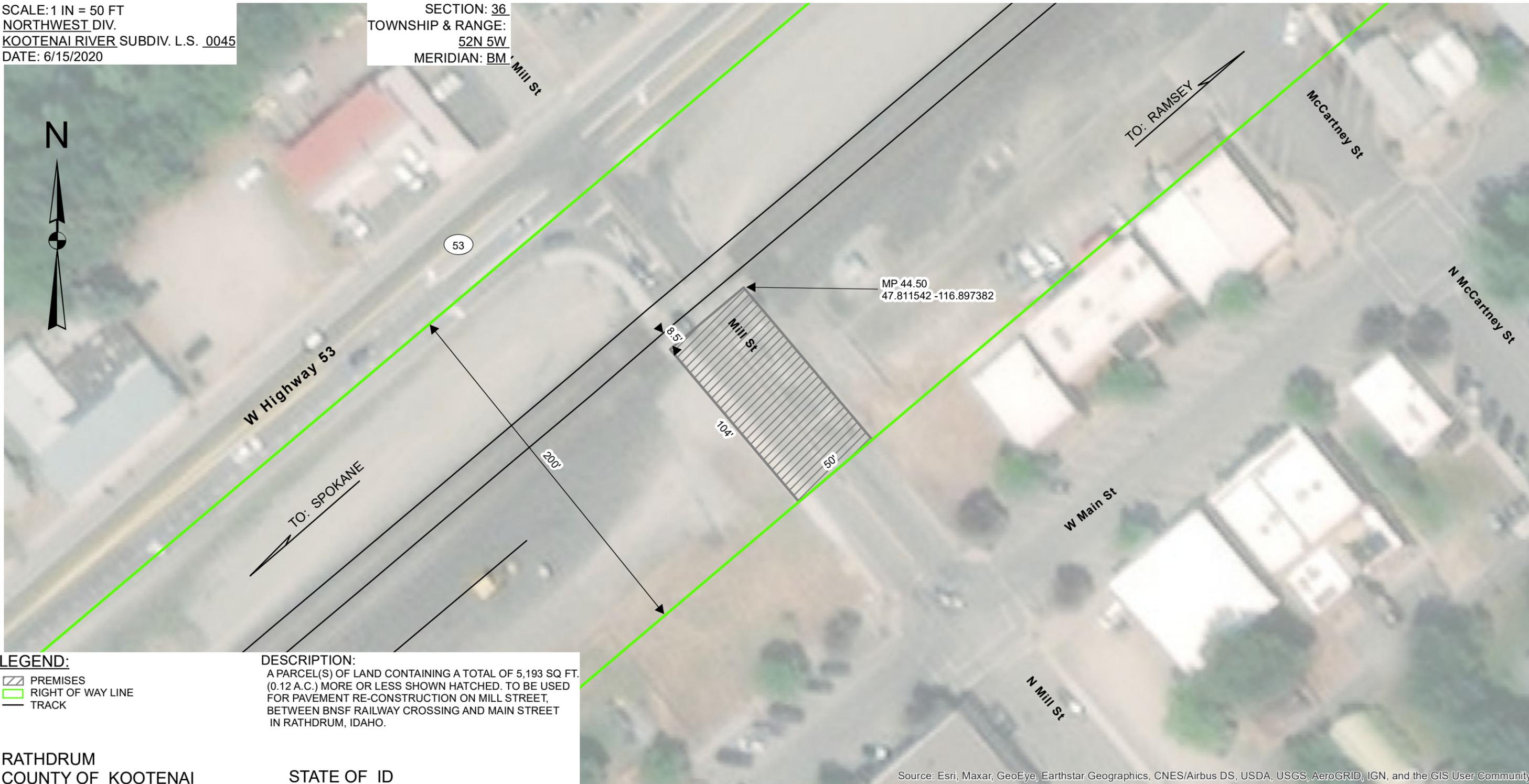
EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

CITY OF RATHDRUM

TRIM LINE

SCALE: 1 IN = 50 FT
NORTHWEST DIV.
KOOTENAI RIVER SUBDIV. L.S. 0045
DATE: 6/15/2020

SECTION: 36
TOWNSHIP & RANGE:
52N 5W
MERIDIAN: BM



LEGEND:

- PREMISES
- RIGHT OF WAY LINE
- TRACK

DESCRIPTION:

A PARCEL(S) OF LAND CONTAINING A TOTAL OF 5,193 SQ FT. (0.12 A.C.) MORE OR LESS SHOWN HATCHED. TO BE USED FOR PAVEMENT RE-CONSTRUCTION ON MILL STREET, BETWEEN BNSF RAILWAY CROSSING AND MAIN STREET IN RATHDRUM, IDAHO.

RATHDRUM
COUNTY OF KOOTENAI

STATE OF ID

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

MAP REF. 96187Z

Memo

To: City Council
From: Kevin Jump
CC:
Date: July 15, 2020
Re: Bid Award – Latah Street Bridge Replacement

We opened bids for the referenced project on 7.15.2020. After opening bids and reviewing the bid packets for completeness, Seelan Construction was found to be the lowest bidder. The Engineer's construction cost estimate was \$ 250,000.....and Seelan Construction's bid was \$ 198,770.

We are herein seeking City Council's approval for the following:

- Pre-authorization to allow Mayor Holmes to execute the construction contract. We will require Seelan Construction to furnish us with a Performance Bond, Payment Bond and Certificate of Insurance (blank versions are attached).
- Allow the Public Works Director to work with a discretionary 15% construction contingency for unforeseen project change orders.

Upon receipt of a fully-executed construction contract, we will issue Notice to Proceed.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION
CONTRACT**

THIS AGREEMENT is by and between _____ City of Rathdrum _____ (“Owner”) and

_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.
The Work is generally described as follows:

Work involves replacing Latah Street bridge, which spans Rathdrum Creek, and reconstructing roadway approaching bridge.

THE PROJECT

1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Latah Street Bridge Replacement

ENGINEER

3.01 The Project has been designed by HMM Engineering (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within _____ days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within _____ days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
201.4.1.C.1	REMOVAL OF OBSTRUCTIONS	LS	1	\$	\$
201.4.1.D.1	REMOVAL OF ASPHALT	LS	1	\$	\$
201.4.1.F.1	REMOVAL OF BRIDGE	EA	1	\$	\$
201.4.1.F.3	REMOVAL OF SIGN	EA	5	\$	\$
202.4.6.A.1	BORROW	LS	1	\$	\$
206.4.1.B.1	SEEDING	LS	1	\$	\$
802.4.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE I	LS	1	\$	\$
810.4.1.A.1	PLANT MIX PAVEMENT	LS	1	\$	\$
1001.4.1.A.1	SEDIMENT CONTROL	LS	1	\$	\$
1103.4.1.A.1	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$	\$
11044.1.A.1	PERMANENT PAVEMENT MARKINGS	LS	1	\$	\$
1105.4.1.A.1	PERMANENT SIGNING	SF	12	\$	\$
1105.4.1.B.1	WOOD SIGN POSTS	CF	4.67	\$	\$
2010.4.1.A.1	MOBILIZATION	LS	1	\$	\$

SP 3000.4.1.A.1	REMOVE AND RESET	EA	1	\$	\$
SP 3100.4.1.A.1	BRIDGES	LS	1	\$	\$
SP 3200.4.1.A.1	SURVEYING	LS	1	\$	\$

Total of all Bid Prices (Unit Price Work) \$_____

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

B. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95% percent of Work completed (with the balance being retainage); and
- b. 95% percent for cost of materials and equipment not incorporated in the Work (with the balance being retainage);

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or

corrected attached to the certificate of Substantial Completion. If, at substantial completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER'S sole discretion, reduce the amount of retainage being held.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 5% percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- K. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

- 1. This Agreement (pages 1 to __, inclusive).
- 2. Performance bond (pages ____ to ____, inclusive).
- 3. Payment bond (pages ____ to ____, inclusive).
- 4. Other bonds (pages ____ to ____, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).
- 5. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached).
- 6. Supplementary Conditions (pages ____ to ____, inclusive).

7. Special Provisions (pages _____ to _____, inclusive). ~~Specifications as listed in the table of contents of the Project Manual.~~
8. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached).
9. Drawings consisting of _____ sheets with each sheet bearing the following general title: _____ [or] the Drawings listed on attached sheet index.
10. Addenda (numbers _____ to _____, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

NOTE TO USER

If any of the items listed are not to be included as Contract Documents, remove such item from the list and renumber the remaining items.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents may be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

NOTE TO USER

See I-21 and correlate procedures for format and signing of the documents.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

NOTE TO USER

The Effective Date of the Agreement and the dates of any Construction Performance Bond (ISPWC 00610) and Construction Payment Bond (ISPWC 00615) should be the same, if possible. In no case may the date of any bonds be earlier than the Effective Date of the Agreement.

OWNER:

CONTRACTOR

City of Rathdrum _____

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Idaho Public Works
Contractors License No.: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

Notice to Proceed

Date:

Project: Latah Street Bridge Replacement	
Owner: City of Rathdrum	Owner's Contract No.:
Contract: Latah Street Bridge Replacement	Engineer's Project No.: M19014
Contractor:	

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements].*

_____	City of Rathdrum
_____	Owner:
_____	Given by:
_____	Authorized Signature
_____	Title
_____	Date

Copy to Engineer

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Rathdrum
8047 W Main Street
Rathdrum, ID 83858

CONTRACT

Effective Date of Agreement:
Amount (Figures):
Description (*Name and Location*):
Latah Street Bridge Replacement, Rathdrum, Idaho

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – <i>(Name, Address and Telephone)</i> Surety Agency or Broker: Owner's Representative <i>(Engineer or other party)</i> :
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PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Rathdrum
8047 W Main Street
Rathdrum, ID 83858

CONTRACT

Effective Date of Agreement:

Amount (Figures):

Description (*Name and Location*):

Latah Street Bridge Replacement, Rathdrum, Idaho

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to

the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner’s Representative *(Engineer or other)*:

STAFF REPORT
June 2020
Finance & Administration



CURRENT ACTIVITY

1. New Utility Accounts – 58 – Closed Utility Accounts – 43
 2. Normal Monthly Activity (Utility Bills/Customer Service/Payables/Payroll/General Ledger)
 3. Accounts Payable
 4. Monthly SWT Reporting
 5. Monthly Financial Statements
 6. Monthly Bank Reconciliation
 7. Monthly Investment Pool Reconciliation
 8. Department Head Credit Card Reconciliation
 9. COVID-19 Precautions & Preparation
 10. Senior Center/Community Assistance
 11. Senior Center Meetings
 12. Website Upgrade & updates
 13. Urban Renewal Financials & Billing
 14. File & Retention Organization
 15. Council meeting preparation- Zoom
 16. Attend HR monthly meetings- Remotely
 17. Reconciliation of ICRMP Claims
 18. Reconciliation of State Insurance Fund Claims
 19. Finalize Audit for FY18-19
 20. COVID-19 Reimbursement Grant Work
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CITY OF RATHDRUM
STATEMENT OF REVENUES, EXPENDITURES, AND FUND BALANCES
GOVERNMENTAL FUNDS
For June 30, 2020

	<u>YTD ACTUAL</u>	<u>CY BUDGET</u>	<u>Comparison</u>
REVENUES			
<i>General Fund</i>			
Property Taxes	1,805,301	2,935,199	62%
Licenses and Permits	7,520	7,800	96%
Non-Business License & Permits	641,242	285,250	225%
State of Idaho Shared Revenue	987,065	1,225,920	81%
Franchise Fees	106,610	125,000	85%
Enforcement & Protective Services	62,114	65,400	95%
Miscellaneous	438,826	1,140,723	38%
Subtotal General Fund	4,048,679	5,785,292	70%
<i>Water Fund</i>			
Operational Revenue	635,801	909,935	70%
Other Revenue	438,499	39,500	1110%
Subtotal Water Fund	1,074,300	949,435	113%
<i>Sewer Fund</i>			
Operational Revenue	2,060,647	2,187,127	94%
Other Revenue	41,082	2,000	2054%
Subtotal Sewer Fund	2,101,729	2,189,127	96%
Total Revenues	7,224,708	8,923,855	81%
EXPENDITURES			
<i>Executive & Legislative</i>			
Salaries/Benefits	55,555	67,650	82%
Other Non-Personnel	1,509	4,700	32%
<i>Financial & Administrative</i>			
Salaries/Benefits	238,891	302,175	79%
Other Non-Personnel	36,956	79,650	46%
<i>Law Enforcement</i>			
Salaries/Benefits	1,248,903	1,580,656	79%
Other Non-Personnel	297,577	479,499	62%
<i>Public Works</i>			
Salaries/Benefits	565,716	711,033	80%
Other Non-Personnel	554,716	1,341,141	41%
<i>Parks & Recreation</i>			
Salaries/Benefits	353,260	518,512	68%
Other Non-Personnel	133,880	268,926	50%
Other Expenditures	1,859,435	431,350	431%
Subtotal General Fund Expenditures	5,346,399	5,785,292	92%
<i>Water Fund</i>			
Salaries/Benefits	245,659	301,629	81%
Operational Expenditures	215,878	634,807	34%
Other Expenditures	3,754	13,000	29%
Subtotal Water Fund Expenditures	465,291	949,436	49%
<i>Sewer Fund</i>			
Salaries/Benefits	245,657	301,629	81%
Operational Expenditures	195,419	664,396	29%
Other Expenditures	2,150,176	1,223,102	176%
Subtotal Sewer Fund Expenditures	2,591,252	2,189,127	118%
Total Expenditures	8,402,941	8,923,855	94%

I certify that the amounts shown above accurately reflect the monthly financial in accordance with the provisions of I.C. §50-208 to the best of my knowledge in accordance with all provisions of Idaho Law.

Melina Taylor

 Melissa Taylor Finance Director

7/16/2020

 Date





City of Rathdrum Cash Balance

For all City Funds as of June 30, 2020

Governmental Funds

General SIP	Fund 10	\$4,353,452.86
Designated Revenue	Fund 12	\$982,728.37
City Hall Facility	Fund 16	\$149,932.01
Cemetery	Fund 20	\$86,863.75

Impact Fees Fund

Circulation	Fund 13	\$1,215,660.98
Parks	Fund 15	\$449,266.03

Enterprise Funds

Water Asset Replacement	Fund 62	\$234,651.65
Water Cap Fees	Fund 63	\$4,659,867.60
Sewer Asset Replacement	Fund 65	\$149,392.81
Sewer Cap Fees	Fund 66	\$4,980,672.80

Total of All Investment Funds	\$17,262,488.86
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Bank Accounts

General Fund	Columbia Bank	\$66,045.02
Repo Sweep	Columbia Bank	\$1,191,507.57
Water Deposit Account	Columbia Bank	\$21,174.87

Total of All Bank Funds	\$1,278,727.46
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Total of Funds	\$18,541,216.32
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