



Rathdrum

City Council Agenda

July 8, 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 June 24, 2020
- B) Special Council Minutes of June 30, 2020
- C) Regular and Special Bills as presented
- D) Westwood Pines Development Agreement changes

6) CEREMONIES AND REPORTS

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

8) **OLD BUSINESS**

9) **PUBLIC HEARING**

10) **NEW BUSINESS**

- A) **ACTION ITEM:** Consideration Supplemental Agreement #1 with David Evans & Associates for the Boekel Road-Meyer Road Intersection Project
- B) **ACTION ITEM:** Willow Creek Preliminary Replat and Planned Unit Development (PUD)
- C) **DISCUSSION ITEM:** Red Flag positions

11) **STAFF REPORTS**

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

12) **MAYOR’S REPORT/APPOINTMENTS**

13) **COUNCIL REPORTS**

14) **ADJOURN**

Council Calendar

July 8, 2020



July 08	6:00 pm	Regular Council Meeting
July 09	10:30 am	Senior Center Meeting
July 09	1:30 pm	KMPO - Cancelled
July 15	6:00 pm	Planning and Zoning Commission
July 16	11:50 am	Chamber Luncheon
July 22	6:00 pm	Regular Council Meeting



Rathdrum

City Council Minutes

June 24, 2020

6:00 p.m.

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

WELCOME-PLEASE TURN OFF CELL PHONES- Thank You.

1) CALL THE MEETING TO ORDER

Meeting called to order at 6:00 pm

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

PRESENT: Mayor Holmes. Councilor Hill, Councilor Laws, Councilor Rickard,
and Councilor Adams

ABSENT:

STAFF: City Administrator Duce, Deputy City Clerk Morrell, and City
Planner Siess, Finance Director Taylor

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 10, 2020

B) Regular and Special Bills as presented

C) Consideration of Surplus Laser Jet 4250 Printer and Ithaca Series 150 Receipt Printer

City Administrator gave a brief presentation on the consent calendar

Councilor Rickard made a MOTION that we approve the Consent Calendar as presented. Motion seconded by Councilor Hill.

AYES: Councilor Rickard
Councilor Hill
Councilor Laws
Councilor Adams

NAYES: None

ABSENT:

Passed by all

6) CEREMONIES AND REPORTS

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

8) OLD BUSINESS

9) PUBLIC HEARING

10) NEW BUSINESS

A) ACTION ITEM: Consideration of the Code Enforcement Policy

Administrator Duce went over the City of Rathdrum Policy for Enforcement Action.

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.

Motion was made by Councilor Laws to table the decision for the Code Enforcement Policy until the second meeting in July with staff to provide more information on this. Motion was seconded by Councilor Hill.

AYES: Councilor Laws
Councilor Hill
Councilor Rickard
Councilor Adams

NAYES: None

ABSENT:

Passed by all

11)STAFF REPORTS

- A) Finance Reporting
- B) City Administrator

12)MAYOR'S REPORT/APPOINTMENTS

13)COUNCIL REPORTS

14)ADJOURN

Meeting is adjourned 7:47 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.



Rathdrum

City Council Special Minutes

June 30, 2020

6:00 p.m.

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



WELCOME-PLEASE TURN OFF CELL PHONES- Thank You.

1) CALL THE MEETING TO ORDER

Meeting called to order at 6:00 p.m.

2) ROLL CALL

PRESENT: Mayor Holmes. Councilor Hill, Councilor Laws, Councilor Rickard, and Councilor Adams

ABSENT: None

STAFF: City Administrator Duce, Finance Director Taylor & Police Chief McLean

3) BUDGET WORKSHOP – ADMINISTRATION – EMPLOYEE BENEFITS, WAGES AND PROPERTY TAX

City Administrator Duce gave an overview of the proposed FY20-21 revenues. He then went on to show the Council different scenarios if the Council were to decide to take any property tax for next year. Finance Director Taylor discussed the importance of carry over in a budget and how we try to use those monies for one-time projects. Employee wages and benefits were discussed by Council. City Administrator Duce informed the council that we had a small increase in our medical insurance premium but that all the other benefits were getting a “rate pass” meaning no increase for FY20-21. City Administrator

Duce and Finance Director Taylor went over the proposed administrative expenses for the general, water and sewer funds. Council discussion ensued.

4) ADJOURN

Meeting adjourned at 8:48 p.m.

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.

Only unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-414-330							
2815	VISA	LD9534JULY20	July credi crd pymt	06/26/2020	30.89	.00	
Total 10-414-330:					30.89	.00	
10-414-470							
2815	VISA	LD9534JULY20	July credit crd pymt	06/26/2020	40.00	.00	
Total 10-414-470:					40.00	.00	
10-415-310							
2815	VISA	LD9534JULY20	July credit crd pymt	06/26/2020	9.22	.00	
Total 10-415-310:					9.22	.00	
10-415-320							
546	CRYSTAL SPRINGS	100773016202	Cooler rent & water	06/20/2020	93.43	.00	
Total 10-415-320:					93.43	.00	
10-415-330							
2815	VISA	LD9534JULY20	July credit crd pymt	06/26/2020	24.99	.00	
Total 10-415-330:					24.99	.00	
10-415-480							
210	ASSOCIATION OF IDAHO CITIE	10080	Dues	07/01/2020	1,220.00	.00	
210	ASSOCIATION OF IDAHO CITIE	10230	Annual dues,Halligan,Morrell, Tayl	07/01/2020	45.00	.00	
Total 10-415-480:					1,265.00	.00	
10-415-510							
259	B & C TELEPHONE	PSO-088622	Connect upgrade	06/22/2020	493.53	.00	
2810	VERIZON WIRELESS, BELLEVU	9857415580	Cell phones -CH	06/25/2020	124.89	.00	
Total 10-415-510:					618.42	.00	
10-415-796							
2271	ROYAL BUSINESS SYSTEMS-T	27267648	Copiers	06/19/2020	416.82	.00	
Total 10-415-796:					416.82	.00	
10-415-905							
2528	TABORDA SOLUTIONS	10444	Creative cloud for teams all apps I	06/30/2020	1,231.30	.00	
Total 10-415-905:					1,231.30	.00	
10-416-423							
1977	POST FALLS LAW	212589	Legal fees	06/30/2020	4,500.00	.00	
Total 10-416-423:					4,500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-416-429							
283	BENEFITS EXCHANGE NORTH	4101	Admin fee	07/01/2020	43.00	.00	
Total 10-416-429:					43.00	.00	
10-421-320							
1346	KOOTENAI COUNTY EMS SYST	1149	CPR Stat-Padz HVP	06/09/2020	201.60	.00	
2773	THE UPS STORE-#2461	8425	Postage	06/25/2020	42.64	.00	
Total 10-421-320:					244.24	.00	
10-421-325							
2765	UNIFORMS 2 GEAR	104209	Pants	06/18/2020	70.30	.00	
2765	UNIFORMS 2 GEAR	104488	Holster	06/29/2020	184.65	.00	
Total 10-421-325:					254.95	.00	
10-421-326							
2328	SERIGHT'S ACE HARWARE 3	14788/3	Bungee set, tie downs	06/25/2020	32.38	.00	
2328	SERIGHT'S ACE HARWARE 3	14789/3	Tarp	06/25/2020	15.89	.00	
2518	SUPER ONE FOODS	09-1734177	Bottled water	06/25/2020	3.96	.00	
Total 10-421-326:					52.23	.00	
10-421-350							
863	PRAIRIE AUTOMOTIVE	200022	Oil change & swapped out rifle m	06/29/2020	80.00	.00	
863	PRAIRIE AUTOMOTIVE	200023	Oil change	07/02/2020	80.00	.00	
Total 10-421-350:					160.00	.00	
10-421-370							
2773	THE UPS STORE-#2461	51120CREDIT	Credit	05/11/2020	.24-	.00	
Total 10-421-370:					.24-	.00	
10-421-480							
1220	James E Monroe DBA	AM20184101	Quarterly alarm monitoring	07/01/2020	66.00	.00	
2243	ROCKY MOUNTAIN INFO NETW	25740	Membership Fees	07/01/2020	50.00	.00	
2703	TRANSUNION	3005511-20200	LTOxp	07/02/2020	50.00	.00	
Total 10-421-480:					166.00	.00	
10-421-510							
259	B & C TELEPHONE	PSO-088622	Connect upgrade	06/22/2020	1,480.60	.00	
1979	POWERNET GLOBAL COMMUNI	42080523	Long distance service	06/27/2020	21.15	.00	
2810	VERIZON WIRELESS, BELLEVU	9857415580	Cell phones -PD	06/25/2020	839.69	.00	
2950	ZIPLY FIBER	2080016771JU	Tele	06/13/2020	256.00	.00	
2950	ZIPLY FIBER	2086870711JU	Telephone	06/13/2020	408.71	.00	
Total 10-421-510:					3,006.15	.00	
10-421-520							
240	AVISTA UTILITIES	6538920000JU	GAS & ELECTRIC	06/18/2020	297.12	.00	
240	AVISTA UTILITIES	8446740000JU	GAS	06/18/2020	17.79	.00	
1370	KOOTENAI COUNTY SOLID WA	84744MAY20	Garbage dumpster	05/31/2020	52.00	.00	
Total 10-421-520:					366.91	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-421-610							
1505	LES SCHWAB TIRES	12700325356	Battery	06/23/2020	169.98	.00	
863	PRAIRIE AUTOMOTIVE	200022	Oil change & swapped roffle moun	06/29/2020	80.00	.00	
863	PRAIRIE AUTOMOTIVE	200024	Installed patch cable for coban	07/02/2020	100.00	.00	
Total 10-421-610:					349.98	.00	
10-421-720							
2795	VANGUARD CLEANING SYSTE	96470	July service charge	06/29/2020	215.00	.00	
Total 10-421-720:					215.00	.00	
10-421-750							
700	EMPIRE INSIGNIAS	2006185	New car equipment	06/18/2020	13,350.00	.00	
Total 10-421-750:					13,350.00	.00	
10-421-760							
396	CW WRAPS & MARKETING	11029	RPD Explorer Graphics Package	06/24/2020	3,000.00	.00	
902	GUNS N GEAR SPORTS	001	Glock and accessories	06/22/2020	1,158.10	.00	
Total 10-421-760:					4,158.10	.00	
10-421-765							
134	AMAZON CAPITAL SERVICES	1CJL-396L-9N	Camera	06/26/2020	215.13	.00	
732	JOSEPH HUME	2020-0331	IP audio dome camera, ultra 8 cha	06/22/2020	559.96	.00	
Total 10-421-765:					775.09	.00	
10-421-775							
732	JOSEPH HUME	2020-0615-S	July service agreement, trend mic	06/15/2020	465.20	.00	
Total 10-421-775:					465.20	.00	
10-421-796							
2271	ROYAL BUSINESS SYSTEMS-T	27267648	Copiers	06/19/2020	416.82	.00	
Total 10-421-796:					416.82	.00	
10-421-797							
1239	J&R ELECTRONICS	046897	Business internet monthly access	04/20/2020	325.00	.00	
1239	J&R ELECTRONICS	047658	Business internet monthly access	06/20/2020	162.50	.00	
Total 10-421-797:					487.50	.00	
10-421-850							
396	CW WRAPS & MARKETING	11157	K9 Decals	06/24/2020	30.00	.00	
Total 10-421-850:					30.00	.00	
10-423-310							
1240	J.THAYER COMPANY, INC	1459022-0	Binders,i ink cart	06/16/2020	52.52	.00	
1240	J.THAYER COMPANY, INC	1460412-0	Envelopes,paper notes, clip binde	06/23/2020	39.30	.00	
1240	J.THAYER COMPANY, INC	C1459022-0	Binder returned	06/25/2020	3.82	.00	
Total 10-423-310:					88.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-423-330							
960	HICO COUNTRY STORE, INC.	112761	Jun fuel PW	06/17/2020	13.13	.00	
960	HICO COUNTRY STORE, INC.	112762	Jun fuel PW	06/17/2020	41.50	.00	
960	HICO COUNTRY STORE, INC.	112763	Jun fuel PW	06/17/2020	33.12	.00	
Total 10-423-330:					87.75	.00	
10-423-510							
259	B & C TELEPHONE	PSO-088622	Connect upgrade	06/22/2020	1,480.60	.00	
2810	VERIZON WIRELESS, BELLEVU	9857415580	Cell phones -PW	06/25/2020	584.34	.00	
Total 10-423-510:					2,064.94	.00	
10-423-520							
240	AVISTA UTILITIES	3179070000JU	ELECTRIC	06/18/2020	134.95	.00	
240	AVISTA UTILITIES	8475570000JU	GAS & ELECTRIC	06/18/2020	332.66	.00	
1220	James E Monroe DBA	AM20184096	Commercial alarm monitoring	07/01/2020	54.00	.00	
1370	KOOTENAI COUNTY SOLID WA	81011MAY20	Garbage dumpster	05/31/2020	26.00	.00	
Total 10-423-520:					547.61	.00	
10-423-720							
1220	James E Monroe DBA	AM20183943	Quarterly alarm monitoring PW	07/01/2020	108.00	.00	
2795	VANGUARD CLEANING SYSTE	96470	July service charge	06/29/2020	425.00	.00	
Total 10-423-720:					533.00	.00	
10-423-900							
1370	KOOTENAI COUNTY SOLID WA	80608	General refuse, garbage dumpste	05/31/2020	1,009.45	.00	
Total 10-423-900:					1,009.45	.00	
10-423-920							
861	GREAT AMERICA FINANCIAL SE	27262964	Large copier	07/01/2020	368.78	.00	
2271	ROYAL BUSINESS SYSTEMS-T	27267648	Copiers	06/19/2020	416.82	.00	
Total 10-423-920:					785.60	.00	
10-424-770							
2528	TABORDA SOLUTIONS	10444	Creative cloud	06/30/2020	923.49	.00	
Total 10-424-770:					923.49	.00	
10-431-320							
289	BLUE TARP FINANCIAL, INC.	63020	Tools	06/30/2020	252.00	.00	
2144	RATHDRUM TRADING POST HA	6613/1	Outdoor cord	06/24/2020	24.29	.00	
2328	SERIGHT'S ACE HARWARE 3	14732/3	Soldering iron,drillbit	06/18/2020	41.54	.00	
2328	SERIGHT'S ACE HARWARE 3	14834/3	Lag screws	06/30/2020	12.88	.00	
Total 10-431-320:					330.71	.00	
10-431-390							
2090	RAGAN EQUIP & IRRIGATION, I	01-77073	Ultra mix,files, wrench	06/30/2020	49.13	.00	
Total 10-431-390:					49.13	.00	
10-431-525							
240	AVISTA UTILITIES	0204138305JU	Street lights	06/18/2020	34.96	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
240	AVISTA UTILITIES	0395820000JU	Street lights	06/18/2020	34.39	.00	
240	AVISTA UTILITIES	0432070000JU	Street lights	06/18/2020	28.83	.00	
240	AVISTA UTILITIES	2219530000JU	Street lights	06/19/2020	14.42	.00	
240	AVISTA UTILITIES	2756400000JU	Street lights	06/26/2020	6,890.30	.00	
240	AVISTA UTILITIES	2820160000JU	Street lights	06/18/2020	13.13	.00	
240	AVISTA UTILITIES	4527920000JU	Street lights	06/18/2020	30.46	.00	
240	AVISTA UTILITIES	5798260000JU	Street lights	06/18/2020	46.44	.00	
240	AVISTA UTILITIES	5828150000JU	Street lights	06/18/2020	13.13	.00	
240	AVISTA UTILITIES	6732020000JU	Street lights	06/18/2020	29.95	.00	
240	AVISTA UTILITIES	6852400000JU	Street lights	06/18/2020	13.13	.00	
240	AVISTA UTILITIES	7122810000JU	Street lights	06/18/2020	13.13	.00	
240	AVISTA UTILITIES	7896220000JU	Street lights	06/18/2020	13.13	.00	
1385	KOOTENAI ELECTRIC	1488980JUN20	Street lights	06/19/2020	135.00	.00	
1385	KOOTENAI ELECTRIC	1587962JUN20	Street lights	06/19/2020	393.73	.00	
1385	KOOTENAI ELECTRIC	1844717JUN20	Street lights	06/19/2020	573.15	.00	
1385	KOOTENAI ELECTRIC	1846146JUN19	Street lights	06/19/2020	88.00	.00	
Total 10-431-525:					8,365.28	.00	
10-431-610							
964	HI-LINE INC	10785997	Safety exhaust, sqwincher fruit pu	06/24/2020	146.33	.00	
1650	NAPA AUTO STORE, CDA, INC.	911648	Starter	06/22/2020	254.66	.00	
1650	NAPA AUTO STORE, CDA, INC.	911934	Electrical fuel pump	06/24/2020	108.12	.00	
1650	NAPA AUTO STORE, CDA, INC.	911957	Core deposit	06/24/2020	61.73-	.00	
1650	NAPA AUTO STORE, CDA, INC.	912010	Fuel line disc & tool	06/24/2020	52.82	.00	
1815	O'REILLY AUTO PARTS	3930-102026	Canstr sol	06/22/2020	26.03	.00	
1815	O'REILLY AUTO PARTS	3930-102630	Fuel tank plr	06/25/2020	53.06	.00	
1815	O'REILLY AUTO PARTS	3930-102643	F/P mod asm	06/25/2020	185.21	.00	
Total 10-431-610:					764.50	.00	
10-431-730							
394	CD'A METALS	623830	48" plate	06/29/2020	139.00	.00	
510	CONMAT, INC.	82776	3/4 base	06/19/2020	474.93	.00	
1815	O'REILLY AUTO PARTS	3930-102678	Lock ring	06/25/2020	19.09	.00	
Total 10-431-730:					633.02	.00	
10-435-310							
2440	STAPLES ADVANTAGE	3449362304	Scissors	06/15/2020	19.56	.00	
2440	STAPLES ADVANTAGE	3449849051	Credit Inv 3449849051 sciassors	06/25/2020	3.68-	.00	
Total 10-435-310:					15.88	.00	
10-435-330							
960	HICO COUNTRY STORE, INC.	112821	June fuel PR	06/09/2020	54.91	.00	
960	HICO COUNTRY STORE, INC.	112837	June fuel PR	06/22/2020	83.58	.00	
960	HICO COUNTRY STORE, INC.	112838	June fuel PR	06/23/2020	56.23	.00	
960	HICO COUNTRY STORE, INC.	112842	June fuel PR	06/29/2020	8.80	.00	
960	HICO COUNTRY STORE, INC.	112845	June fuel PR	06/30/2020	38.80	.00	
960	HICO COUNTRY STORE, INC.	112847	July fuel PR	07/01/2020	16.44	.00	
Total 10-435-330:					258.76	.00	
10-435-420							
732	JOSEPH HUME	2020-0258	Loxex plug-ins	05/26/2020	40.00	.00	
1913	PINNACLE INVESTIGATIONS C	70757	Search request Henrich & Friis	06/22/2020	78.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-435-420:					118.00	.00	
10-435-470							
2518	SUPER ONE FOODS	04-2396647	Cake-RPD	06/17/2020	20.26	.00	
2518	SUPER ONE FOODS	04-2405781	Roasters	06/26/2020	23.99	.00	
Total 10-435-470:					44.25	.00	
10-435-510							
259	B & C TELEPHONE	PSO-088622	Connect upgrade	06/22/2020	1,480.60	.00	
2810	VERIZON WIRELESS, BELLEVU	9857415580	Cell phones -PR	06/25/2020	316.20	.00	
2950	ZIPLY FIBER	20868723999J	Telephone	06/25/2020	308.31	.00	
Total 10-435-510:					2,105.11	.00	
10-435-520							
240	AVISTA UTILITIES	3088650000JU	ELECTRIC	06/18/2020	103.66	.00	
1370	KOOTENAI COUNTY SOLID WA	85115MAY20	Garbage cart	06/15/2020	12.00	.00	
Total 10-435-520:					115.66	.00	
10-435-720							
2795	VANGUARD CLEANING SYSTE	96470	July service charge	06/29/2020	105.00	.00	
Total 10-435-720:					105.00	.00	
10-435-740							
1220	James E Monroe DBA	AM20184100	Commercial alarm monitoring	07/01/2020	66.00	.00	
Total 10-435-740:					66.00	.00	
10-435-920							
2271	ROYAL BUSINESS SYSTEMS-T	27267648	Copiers	06/19/2020	416.81	.00	
Total 10-435-920:					416.81	.00	
10-438-315							
1530	LOWE'S COMPANIES, INC	08415	Soap	07/01/2020	41.72	.00	
2144	RATHDRUM TRADING POST HA	6567/1	Wax extender kit,pliers, e-z snap	06/18/2020	52.32	.00	
2328	SERIGHT'S ACE HARWARE 3	14763/3	Bathroom supplies	06/23/2020	29.67	.00	
2518	SUPER ONE FOODS	02-1490173	Soap	06/27/2020	8.30	.00	
Total 10-438-315:					132.01	.00	
10-438-320							
1530	LOWE'S COMPANIES, INC	08415	Soap	07/01/2020	72.09	.00	
2144	RATHDRUM TRADING POST HA	6440/1	Nuts & bolts	06/03/2020	5.96	.00	
2144	RATHDRUM TRADING POST HA	6535/1	Cable tie	06/15/2020	20.30	.00	
2144	RATHDRUM TRADING POST HA	6549/1	Concrete mix	06/17/2020	17.24	.00	
2144	RATHDRUM TRADING POST HA	6550/1	Concrete mix	06/17/2020	34.49	.00	
2144	RATHDRUM TRADING POST HA	6554/1	Ice safety glasses	06/17/2020	10.79	.00	
2144	RATHDRUM TRADING POST HA	6572/1	Power auger	06/19/2020	26.99	.00	
2144	RATHDRUM TRADING POST HA	6595/1	Cable tie	06/22/2020	8.98	.00	
2144	RATHDRUM TRADING POST HA	6627/1	Leaf rake, bypass lopper	06/25/2020	67.45	.00	
2328	SERIGHT'S ACE HARWARE 3	14700/3	Hammer	06/15/2020	23.39	.00	
2328	SERIGHT'S ACE HARWARE 3	14833/3	Tie downs	06/30/2020	17.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-438-320:					305.67	.00	
10-438-330							
960	HICO COUNTRY STORE, INC.	112825	Lawn mower gas	06/11/2020	28.12	.00	
960	HICO COUNTRY STORE, INC.	112826	June fuel PR	06/11/2020	28.20	.00	
960	HICO COUNTRY STORE, INC.	112828	Lawn mower gas	06/15/2020	22.98	.00	
960	HICO COUNTRY STORE, INC.	112829	Mower gas	06/15/2020	19.97	.00	
960	HICO COUNTRY STORE, INC.	112832	June fuel PR	06/16/2020	16.70	.00	
960	HICO COUNTRY STORE, INC.	112834	June fuel PR	06/18/2020	23.40	.00	
960	HICO COUNTRY STORE, INC.	112835	June fuel PR	06/22/2020	23.57	.00	
960	HICO COUNTRY STORE, INC.	112836	Lawn mower gas	06/22/2020	35.33	.00	
960	HICO COUNTRY STORE, INC.	112840	Mower gas	06/24/2020	23.39	.00	
960	HICO COUNTRY STORE, INC.	112841	June fuel PR	06/26/2020	16.21	.00	
960	HICO COUNTRY STORE, INC.	112843	Mower gas	06/30/2020	28.01	.00	
960	HICO COUNTRY STORE, INC.	112848	Mower gas	07/01/2020	45.03	.00	
2144	RATHDRUM TRADING POST HA	6656/1	Leaf bags	06/29/2020	47.64	.00	
Total 10-438-330:					358.55	.00	
10-438-360							
2144	RATHDRUM TRADING POST HA	6543/1	Ditch spade	06/16/2020	26.99	.00	
Total 10-438-360:					26.99	.00	
10-438-520							
240	AVISTA UTILITIES	0030160000JU	Area Light & electric	06/18/2020	33.84	.00	
240	AVISTA UTILITIES	0126820000JU	ELECTRIC	06/18/2020	34.26	.00	
240	AVISTA UTILITIES	2491230000JU	ELECTRIC	06/18/2020	13.34	.00	
240	AVISTA UTILITIES	3476550000JU	ELECTRIC	06/19/2020	13.17	.00	
240	AVISTA UTILITIES	3706340000JU	ELECTRIC	06/18/2020	14.45	.00	
240	AVISTA UTILITIES	3857440000JU	ELECTRIC	06/18/2020	27.15	.00	
240	AVISTA UTILITIES	4305510000JU	ELECTRIC	06/19/2020	15.17	.00	
240	AVISTA UTILITIES	4552300000JU	Area Light & electric	06/19/2020	96.52	.00	
240	AVISTA UTILITIES	5030160000JU	Area Light	06/18/2020	32.06	.00	
240	AVISTA UTILITIES	53233310000J	ELECTRIC	06/18/2020	13.41	.00	
240	AVISTA UTILITIES	902780000JUN	ELECTRIC	06/18/2020	35.70	.00	
1239	J&R ELECTRONICS	046897	Business internet monthly access	04/20/2020	325.00	.00	
1239	J&R ELECTRONICS	047658	Business internet monthly access	06/20/2020	162.50	.00	
1220	James E Monroe DBA	AM20184051	Quarterly alarm monitoring & cellu	07/01/2020	102.00	.00	
Total 10-438-520:					918.57	.00	
10-438-570							
2144	RATHDRUM TRADING POST HA	6570/1	Drain cleaner	06/19/2020	45.00	.00	
Total 10-438-570:					45.00	.00	
10-438-600							
830	GIBBS LUMBER LLC	232	Lumber,nuts & bolts,knife,epoxy	06/26/2020	341.14	.00	
2326	SENSKE SERVICES	9925866	Spring lawn care	05/18/2020	225.11	.00	
Total 10-438-600:					566.25	.00	
10-438-730							
1200	INTERSTATE CONCRETE, INC.	710004-1	Pickleball courts @ Stb Meyer Par	07/02/2020	7,850.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-438-730:					7,850.00	.00	
10-438-750							
2761	SUB TERRA LLC	3700	Shirts	06/29/2020	120.00	.00	
Total 10-438-750:					120.00	.00	
10-438-770							
136	AMERICA ON SITE SERVICES	345012	Unit rent	06/29/2020	85.00	.00	
Total 10-438-770:					85.00	.00	
10-438-780							
2311	SAWYER PLUMBING LLC	309-11588	Serviced Stub Meyer Park mens	06/22/2020	192.10	.00	
Total 10-438-780:					192.10	.00	
10-439-320							
2144	RATHDRUM TRADING POST HA	6525/1	Line trimmer	06/12/2020	35.98	.00	
2144	RATHDRUM TRADING POST HA	6566/1	Ditch spade	06/18/2020	26.99	.00	
Total 10-439-320:					62.97	.00	
10-439-330							
960	HICO COUNTRY STORE, INC.	112822	Lawn mower gas	06/09/2020	8.24	.00	
960	HICO COUNTRY STORE, INC.	112833	June fuel PR	06/17/2020	24.10	.00	
960	HICO COUNTRY STORE, INC.	112839	June fuel PR	06/24/2020	29.48	.00	
960	HICO COUNTRY STORE, INC.	112844	May fuel PW	06/30/2020	17.75	.00	
960	HICO COUNTRY STORE, INC.	112846	July fuel PR	07/01/2020	28.89	.00	
960	HICO COUNTRY STORE, INC.	113436	Lawn mower gas	05/01/2020	17.87	.00	
Total 10-439-330:					126.33	.00	
10-439-420							
1220	James E Monroe DBA	AM2018-4095	Cemetery-Quarterly alarm monitor	07/01/2020	54.00	.00	
Total 10-439-420:					54.00	.00	
10-439-520							
240	AVISTA UTILITIES	2180110000JU	ELECTRIC	06/18/2020	13.70	.00	
240	AVISTA UTILITIES	7852400000JU	ELECTRIC	06/18/2020	19.41	.00	
Total 10-439-520:					33.11	.00	
10-440-700							
2761	SUB TERRA LLC	3701	Shirt	06/24/2020	50.50	.00	
2761	SUB TERRA LLC	72429	Shirts	06/11/2020	410.10	.00	
Total 10-440-700:					460.60	.00	
10-440-710							
134	AMAZON CAPITAL SERVICES	1YY3-CL7K-34	Name IDs	06/17/2020	32.87	.00	
2518	SUPER ONE FOODS	08-1592409	Ice-Main St Market	06/25/2020	2.56	.00	
Total 10-440-710:					35.43	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-440-750							
2328	SERIGHT'S ACE HARWARE 3	14775/3	Cable ties	06/24/2020	13.49	.00	
Total 10-440-750:					13.49	.00	
10-440-770							
2528	TABORDA SOLUTIONS	10444	Creative cloud	06/30/2020	923.49	.00	
Total 10-440-770:					923.49	.00	
10-440-850							
1730	NORTH IDAHO BLUEPRINT, INC	128246	Color copies	06/26/2020	55.50	.00	
Total 10-440-850:					55.50	.00	
10-490-515							
430	CITY OF POST FALLS	INV04638	May dispatch	06/15/2020	7,717.82	.00	
Total 10-490-515:					7,717.82	.00	
10-490-690							
2144	RATHDRUM TRADING POST HA	188478/1	Eye bolt, bolt snap, bit, for over pa	06/23/2020	122.02	.00	
Total 10-490-690:					122.02	.00	
60-434-480							
210	ASSOCIATION OF IDAHO CITIE	10080	Dues	07/01/2020	1,220.00	.00	
210	ASSOCIATION OF IDAHO CITIE	10230	Dues	07/01/2020	45.00	.00	
Total 60-434-480:					1,265.00	.00	
60-434-510							
259	B & C TELEPHONE	PSO-088622	Connect upgrade	06/22/2020	493.53	.00	
2810	VERIZON WIRELESS, BELLEVU	9857415580	Cell phones -CH	06/25/2020	124.89	.00	
Total 60-434-510:					618.42	.00	
60-434-905							
2528	TABORDA SOLUTIONS	10444	Creative cloud	06/30/2020	1,231.30	.00	
Total 60-434-905:					1,231.30	.00	
60-435-520							
240	AVISTA UTILITIES	0942300000JU	Water pumping	06/19/2020	29.20	.00	
240	AVISTA UTILITIES	1016020000JU	Water pumping	06/18/2020	1,194.87	.00	
240	AVISTA UTILITIES	3242300000JUN	Water pumping	06/18/2020	25.64	.00	
240	AVISTA UTILITIES	3708160000JU	ELECTRIC	06/19/2020	178.95	.00	
240	AVISTA UTILITIES	4452300000JU	Water pumping	06/19/2020	31.66	.00	
Total 60-435-520:					1,460.32	.00	
60-436-320							
103	ALSCO	LSPO2310132	Towels 7 medical supplies	06/22/2020	53.08	.00	
103	ALSCO	LSPO2312145	Towels & laundry bag	06/29/2020	53.07	.00	
964	HI-LINE INC	10786435	Dust masks	06/25/2020	39.61	.00	
970	HOME DEPOT/GECF	7230226	Toilet	06/29/2020	109.50	.00	
1726	NORTH 40 OUTFITTERS	31968/E	Grass seed	06/30/2020	37.49	.00	
1726	NORTH 40 OUTFITTERS	31969/E	Grease,leather preserve,gloves, s	06/30/2020	43.13	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1815	O'REILLY AUTO PARTS	3930-101080	Bulb	06/17/2020	14.73	.00	
2144	RATHDRUM TRADING POST HA	6553/1	Fip ball valve,coupling,nipple	06/17/2020	21.62	.00	
2144	RATHDRUM TRADING POST HA	6561/1	PVC elbow	06/18/2020	10.90	.00	
2144	RATHDRUM TRADING POST HA	6577/1	Ball valve	06/19/2020	23.38	.00	
2144	RATHDRUM TRADING POST HA	6578/1	Galv nipple	06/19/2020	4.66	.00	
2328	SERIGHT'S ACE HARWARE 3	14729/3	Silicone, flange	06/18/2020	9.43	.00	
2328	SERIGHT'S ACE HARWARE 3	14742/3	VLV globe, hex bushing, gal nippl	06/19/2020	45.63	.00	
2328	SERIGHT'S ACE HARWARE 3	14743/3	Bushing,galv nipple	06/19/2020	7.70	.00	
2328	SERIGHT'S ACE HARWARE 3	14791/3	Key	06/25/2020	37.42	.00	
2328	SERIGHT'S ACE HARWARE 3	14795/3	Blade saw, blade jig, thrd rod	06/25/2020	36.86	.00	
2328	SERIGHT'S ACE HARWARE 3	14837/3	Hose mender	06/30/2020	4.66	.00	
Total 60-436-320:					552.87	.00	
60-436-450							
50	ACCURATE TESTING LABS,LLC	111335	Nitrate	06/22/2020	25.00	.00	
Total 60-436-450:					25.00	.00	
60-436-480							
480	COEUR D'ALENE PRESS, INC.	I00388606-061	Water quality notice #3706	06/17/2020	21.82	.00	
1120	IDAHO RURAL WATER ASSOCIA	16450	Annual dues	05/07/2020	525.00	.00	
Total 60-436-480:					546.82	.00	
60-436-520							
240	AVISTA UTILITIES	2907930000JU	GAS & ELECTRIC	06/19/2020	136.32	.00	
Total 60-436-520:					136.32	.00	
60-436-720							
1080	IDAHO FENCE COMPANY, INC.	42229	Fence & installation	06/12/2020	6,779.35	.00	
2795	VANGUARD CLEANING SYSTE	96470	July service charge	06/29/2020	52.50	.00	
Total 60-436-720:					6,831.85	.00	
60-436-730							
891	H.D. FOWLER	15495707	Tank adapter	06/17/2020	3.56	.00	
2328	SERIGHT'S ACE HARWARE 3	14711/3	Hex bushing	06/16/2020	3.23	.00	
2328	SERIGHT'S ACE HARWARE 3	14722/3	Cement,pipe,primer	06/17/2020	36.61	.00	
2328	SERIGHT'S ACE HARWARE 3	14726/3	Elbow	06/17/2020	.62	.00	
Total 60-436-730:					44.02	.00	
60-436-735							
735	FILTRATION TECHNOLOGY INC	8095	Pulsafeeder diaphragm	06/23/2020	1,468.00	.00	
Total 60-436-735:					1,468.00	.00	
60-490-690							
2095	RAILROAD MANAGEMENT CO 1	421079	6" water pipeline encroachment	06/15/2020	614.93	.00	
Total 60-490-690:					614.93	.00	
61-434-480							
210	ASSOCIATION OF IDAHO CITIE	10080	Dues	07/01/2020	1,220.00	.00	
210	ASSOCIATION OF IDAHO CITIE	10230	Dues	07/01/2020	45.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 61-434-480:					1,265.00	.00	
61-434-510							
259	B & C TELEPHONE	PSO-088622	Connect upgrade	06/22/2020	493.54	.00	
2810	VERIZON WIRELESS, BELLEVU	9857415580	Cell phones -CH	06/25/2020	124.89	.00	
Total 61-434-510:					618.43	.00	
61-434-905							
2528	TABORDA SOLUTIONS	10444	Creative cloud	06/30/2020	1,231.30	.00	
Total 61-434-905:					1,231.30	.00	
61-435-520							
240	AVISTA UTILITIES	0974613342JU	Sewer pumping	06/22/2020	666.78	.00	
240	AVISTA UTILITIES	3052400000JU	Sewer pumping	06/22/2020	19.57	.00	
240	AVISTA UTILITIES	55523000000J	Sewer pumping	06/19/2020	182.25	.00	
240	AVISTA UTILITIES	6785020000JU	Sewer pumping	06/18/2020	1,099.30	.00	
240	AVISTA UTILITIES	7807930000JU	Sewer pumping	06/18/2020	29.65	.00	
240	AVISTA UTILITIES	9562330892	Sewer pumping	06/18/2020	6.06	.00	
Total 61-435-520:					2,003.61	.00	
61-435-770							
11	SARGENT, BRETT R.	68019	Vaccon service to clean lift station	06/16/2020	7,947.19	.00	
Total 61-435-770:					7,947.19	.00	
61-436-320							
103	ALSCO	LSPO2310132	Towels & medical supplies	06/22/2020	53.07	.00	
103	ALSCO	LSPO2312145	Towels & laundry bag	06/29/2020	53.08	.00	
964	HI-LINE INC	10786435	Dust masks	06/25/2020	39.62	.00	
970	HOME DEPOT/GEFC	7230226	Toilet	06/29/2020	109.50	.00	
1726	NORTH 40 OUTFITTERS	31968/E	Grass seed	06/30/2020	37.50	.00	
1726	NORTH 40 OUTFITTERS	31969/E	Grease, leather preserve,gloves	06/30/2020	43.14	.00	
2144	RATHDRUM TRADING POST HA	6603/1	Imitator plus	06/23/2020	26.08	.00	
2144	RATHDRUM TRADING POST HA	6625/1	Screwa for guard rail repair	06/25/2020	5.60	.00	
2328	SERIGHT'S ACE HARWARE 3	14768/3	Gloves	06/23/2020	17.99	.00	
Total 61-436-320:					385.58	.00	
61-436-520							
240	AVISTA UTILITIES	2907930000JU	GAS & ELECTRIC	06/19/2020	136.31	.00	
Total 61-436-520:					136.31	.00	
61-436-720							
1080	IDAHO FENCE COMPANY, INC.	42229	Fence material & insallation	06/12/2020	6,779.34	.00	
2795	VANGUARD CLEANING SYSTE	96470	July service charge	06/29/2020	52.50	.00	
Total 61-436-720:					6,831.84	.00	
61-436-730							
2070	R.C. WORST, INC.	297267	Unragged pump	06/25/2020	503.66	.00	
Total 61-436-730:					503.66	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
61-436-735							
510	CONMAT, INC.	82587	3/4 base	06/10/2020	164.85	.00	
Total 61-436-735:					164.85	.00	
62-400-200							
822	GENERAL PACIFIC, INC.	1375793	Meters	06/19/2020	9,108.00	.00	
Total 62-400-200:					9,108.00	.00	
Grand Totals:					117,394.47	.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

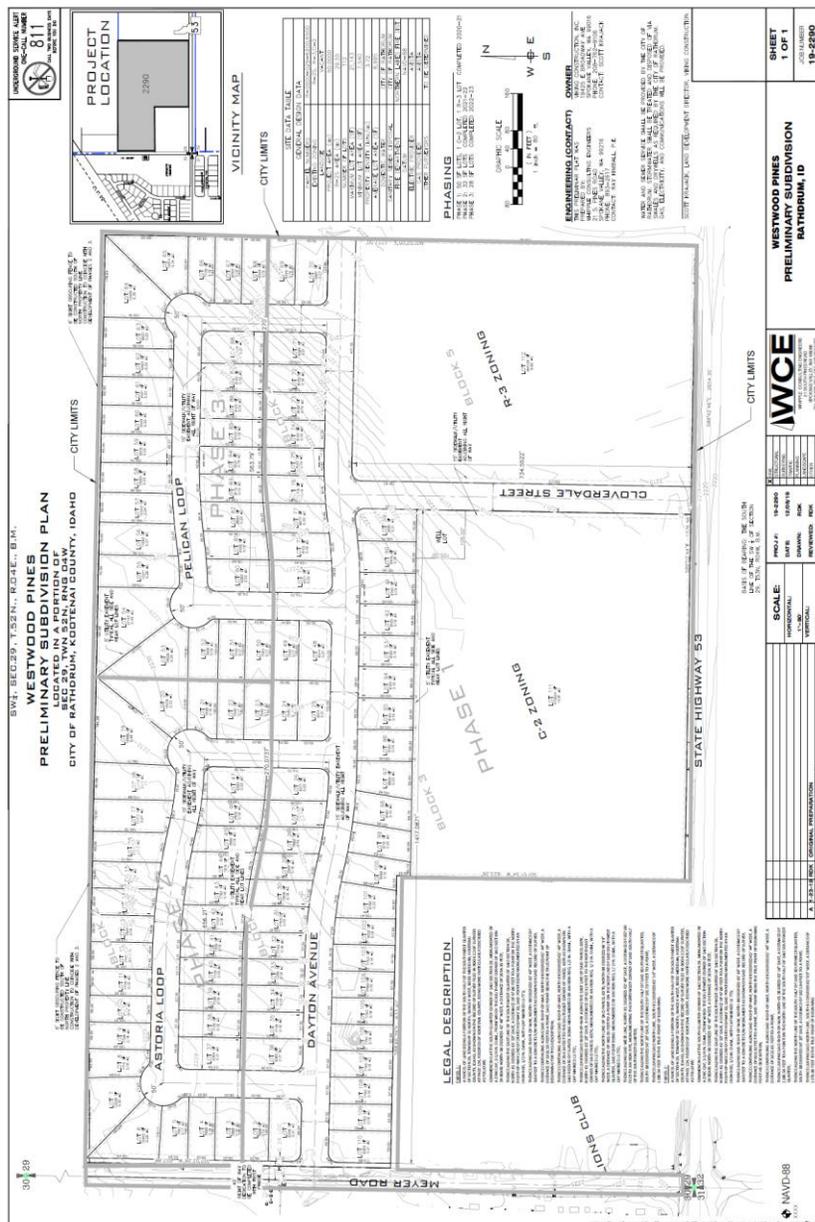
Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

EXHIBIT B WESTWOOD PINES SUBDIVISION PRELIMINARY PLAT



Memo

To: Rathdrum City Council
From: Kevin Jump
CC:
Date: 6.29.2020
Re: Boekel / Meyer Intersection Improvement Project

The Boekel / Meyer Intersection Improvement project has been on-hold for several months – awaiting funding allocation pertaining to engineering/design modifications.

As background information, the intersection project is being “shifted” to the northeast to avoid the costly relocation of Avista’s overhead transmission lines.



Please find attached the supplemental agreement, which totals \$ 453,466. This is a federal-aid project which is being administered by LHTAC. Please note that this project has received federal aid, and the City's match for project expenses is 7.34%.

The City of Rathdrum will be utilizing Circulation (Roads) Impact Fees to fund this project.



Supplemental Agreement

ITD 2113 (Rev. 10-15)

Key Number(s)	Project Name(s)	Project Number(s)
13864	INT MEYER RD & BOEKEL RD, RATHDRUM	A013(864)

Consultant Name DAVID EVANS AND ASSOCIATES, INC.	Agreement Number 94469	Date Authorized	Supplemental Number 1445
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	Not-to-Exceed (NTE) Amount	Additional Services Amount	Agreement Amount	Fixed Fee Amount (Included in NTE)
Original Agreement	\$293,700.00	\$0.00	\$293,700.00	\$28,341.00
Previous Supplementals	\$9,832.00	\$0.00	\$9,832.00	\$1,052.00
This Supplemental	\$144,167.00	\$5,767.00	\$149,934.00	\$15,361.00
New Totals	\$447,699.00	\$5,767.00	\$453,466.00	\$44,754.00

The Agreement dated 5/30/2017 between the State and Consultant is hereby modified as the parties hereto mutually agree.

The Consultant will provide additional services as outlined in the attached Scope of Work.

The Agreement Amounts are revised as shown in the table above.

The undersigned Consultant hereby agrees that if this Supplemental Agreement is approved, they will perform the work detailed above and accept payment at the prices shown for the respective items in accordance with the terms of the original Agreement, except as herein provided. **This Supplemental Agreement is not effective until approved by the Chief Engineer or his authorized representative.**

By reason of this proposed change, completion time will be adjusted as follows: New Completion Date is 4/1/2021	Approved by Local Sponsor CITY OF RATHDRUM
Accepted By <i>RUSSELL LEAHY</i> DAVID EVANS AND ASSOCIATES, INC.	Local Sponsor Signature Showing Approval Title:
Signature <i>Russell Leahy</i> Title: <i>SENIOR ASSOCIATE</i>	Signature (Approved for the State of Idaho) Title:

Scope of Work

Final Design, and PS&E – Intersection Shift

Prepared for

City of Rathdrum - Public Works Department,
Kootenai County, Idaho



for administration by the

Local Highway Technical Assistance Council



STC-5791, Int. Meyer Rd. & Boekel Rd.

Rathdrum, Idaho

A013(864), KN 13864

March 31, 2020



DAVID EVANS
AND ASSOCIATES INC.



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Scope of Work

Supplemental Description

During design development, Avista utilities presented a relocation cost and easement information for their power facilities in the intersection area. This information was contrary to the budget assumptions made in the original scope of work (that there would be no utility agreements). As a result of ongoing conversations with Avista to further understand their facilities and constraints, it was decided to shift the roundabout to a location north and east of what was shown in the March 2019 Final Design Submittal. The shifting of the roundabout will preserve much of Avista's easement on the west side of Meyer Road, allowing for the utility to place poles located within the City's R/W in their (Avista's) current easement. With this action, Avista has agreed to pay for 100% of the transmission relocation costs. There will be some costs to the project for Avista's distribution line relocation (~\$75k).

This supplemental includes the redesign associated with shifting the roundabout. Tasks included in this supplemental are detailed below.

Schedule

The updated delivery schedule for the Meyer and Boekel Road Intersection project is as follows:

- Notice to Proceed – March 2020
- Right-of-Way Plan Submittal – June 2020
- Final Design – September 2020
- PS&E Delivery – December 2020

General Project Assumptions

In addition to the assumption outlined in the original contract, this supplemental includes the following assumptions in this scope of services:

- The project design will progress to Final Design and PS&E Submittals. Preliminary Design and Design Approval will stay the same.
- Right-of-Way plans will be modified for the new intersection location.
- A minor environmental re-evaluation will be required (ITD Form)

Task 1. Project Management

The project will be extended as a result of this supplemental, requiring additional project management. The previous supplemental extended the project to September 2019. The project schedule will extend 15 months to December 2020. Project management tasks have been scoped and estimated based upon a 15-month duration for this project agreement.



1.1 Set up hard copy and Electronic Files

DEA will update the project's financial files.

1.2 Prepare Project Schedule

DEA will update the project and maintain the schedule for the contract duration.

1.3 Project Team Meetings

DEA staff attendance at normal project team meetings will be covered under this task. DEA will facilitate regular project team meetings. Team meetings (five (5)) will last approximately sixty (60) minutes and be held at the DEA Coeur d'Alene office and by conference call and will be held every other month. Agendas and Minutes will be prepared for the meetings. Four (4) DEA staff members (Project Manager, Transportation Engineer, Traffic Engineer, and Survey Task Leader) will be in attendance.

1.4 Progress Reports and Invoicing

DEA will provide monthly invoices and monthly progress reports (ITD-771 Form) in accordance with ITD standard procedure. Each invoice package will include the DEA invoice showing all labor and direct expenses included for the period, a copy of each PSA showing the amount of the PSA and the charges to date against that PSA, the monthly progress report, and full documentation of labor hours and direct expenses charged for the period for DEA and each subconsultant. A total of ten (10) invoices will be submitted as part of the contract including one for the month after all deliverables are complete.

Task 3. Environmental & Cultural Clearance Coordination

3.9 Environmental Re-Evaluation

DEA will prepare the ITD Form 674 Environmental Re-Evaluation as the project PS&E will be beyond 6 months since the original environmental documents approval.

Task 7. Right-of-Way Acquisition Documents

DEA will update and prepare right-of way plans and legal descriptions to acquire necessary right-of-way.

Assumption

- The City of Rathdrum will be responsible for hiring a consultant that will provide an ITD approved appraisal and acquisition services to support the City in purchasing the right-of-way.
- LHTAC will approve the Official Right-of-Way Plans.
- ITD HQ Right-of-Way agent will approve the acquisitions.

7.1 Update and Review Title Reports and Supporting Information

DEA will:



7.1.1 Obtain Date Downs (existing title report updates) and Review any Supporting Title Information

DEA will obtain and review date down or existing title report updates originally ordered and review to locate any updated encumbrances to the newly affected areas determined by design to be impacted. Additional supporting documents will be acquired and reviewed as needed to determine boundaries not originally identified in the initial boundary calculations.

Assumption

- DEA will obtain and review up to 4 date down (updated) existing title reports from a local title company.
- Approximately 10 supporting title documents will be obtained, reviewed, and used in right-of-way resolution.
- DEA will coordinate obtaining supporting documents directly with the title company.

7.1.2 Coordinate with the Title Company to Clarify the Integrity of Title Information

No changes are included in this scope.

7.1.3 Incorporate Pertinent Land Title Findings into the Total Ownership Map

No changes are included in this scope.

7.2 Develop Right-of-Way Plans

DEA will develop the Total Ownership Map and Right-of-Way (ROW) Plans based on the right-of-way need lines. The project team has tentatively identified 4 acquisition parcels affected by the project from 4 property ownerships. The project team will prepare the Total Ownership Map and ROW Plans in accordance with ITD Right of Way standards. The project team will:

7.2.1 Incorporate Section Lines, Parcel Lines and Right-of-Way Lines into the Total Ownership Map

No changes are included in the SOW.

7.2.2 Prepare InRoads© Alignment Files for each Acquisition Parcel (estimated at 4)

InRoads alignment files will be updated for each acquisition parcel. This will assist in determination of parcel area, closure checks, and in writing legal descriptions.

7.2.3 Prepare Total Ownership Map (1 sheet)

The Total Ownership Map will be updated and an electronic Total Ownership Map will be prepared as part of the Official Right-of-Way Plans.

7.2.4 Prepare the Right-of-Way Plan Sheets

DEA will incorporate the control, monument preservation, right-of-way/ boundary survey, the topographic survey and the ownership map and prepare the Right-of-Way Plan sheets to support project acquisition activities.



7.2.5 Submit Review Copy of the Total Ownership Map and ROW Plans

DEA will develop a submittal package including of the Survey Control sheets, the Total Ownership Map, and the Right-of-way Plan set for review and comment to the City of Rathdrum and LHTAC. This will be an electronic pdf submittal.

7.2.6 Attend Right-of-Way Plans Review Meeting

The meeting will be a conference call and will include representatives from the City of Rathdrum, and the LHTAC ROW reviewer (either LHTAC staff or a ROW review LHTAC consultant). The purpose of this meeting is to discuss comments on the ROW submittal and to clarify how best to address review comments.

7.2.7 Revise the Total Ownership Map and the ROW Plans to Address Comments

Review comments obtained from the review meeting will be addressed on the plans and updated ROW Plans Essential Checklists will be prepared.

7.2.8 Submit Final Total Ownership Map and ROW Plans

A final submittal package consisting of the revised Total Ownership Map and ROW plans discussed in the tasks above will be submitted to City of Rathdrum and LHTAC for approval.

Assumptions

- Existing road right-of-way and parcel lines have been developed and established in boundary survey performed in accordance with previous tasks.
- Two (2) sets of the deliverables will also be necessary for the project design team.

Deliverables

- Draft and Final Total Ownership Map
- Draft and Final Right-of-Way Plans
- ITD ROW Plans Essentials checklists for the Total Ownership Map Sheet and for each Right-of-Way Plan Sheet.

7.3 Prepare Legal Descriptions

The project team will develop and submit stamped legal descriptions for each acquisition parcel. The descriptions will conform to ITD standards. DEA will:

7.3.1 Prepare Legal Descriptions for Each Acquisition Parcel (estimated at 4 legal descriptions)

DEA will use the MicroStation alignment files prepared in previous tasks to assist in preparing legal descriptions. Legal descriptions for up to 4 acquisition parcels will be prepared along with the ITD's Legal Description Essentials checklist for each description.

7.3.2 Submit Legal Description Package for Review

DEA will provide review copies of the legal descriptions and checklists for each acquisition parcel to City of Rathdrum and LHTAC for review.



7.3.3 Revise Legal Descriptions per Review Comments

DEA will revise the legal descriptions to address review comments.

7.3.4 Submit Final Signed and Sealed Legal Descriptions for Acquisition Parcels (estimated 4 legal descriptions)

DEA will resubmit the legal descriptions and checklists for each acquisition parcel to City of Rathdrum and LHTAC for final review and approval.

7.3.5 Calculate Acquisition Parcel Corner and Points-on-line Coordinates (estimated at 4 acquisition parcels)

DEA will prepare a survey for field-staking the parcels. This will include right-of-way angle points and sufficient points along the right-of-way lines to define acquisition areas.

7.3.6 Stake ROW Acquisition Areas

DEA will anticipate setting newly anticipated staking points based on the changes of the acquisition areas and set inter-visible lath along proposed right-of-way lines, angle points, and proposed permanent easement lines (estimated at 4 acquisition parcels) to support negotiation activities.

7.3.7 Coordinate with Acquisition Team and Answer Survey Acquisition Staking Questions

DEA will coordinate with the acquisition team and answer questions and clarify information related to the survey stakes as necessary during acquisition activities.

7.3.8 Prepare a Record of Survey

DEA recognizes State Law requires monuments to be set and a record of survey to be filed to perform the survey tasks stated above. DEA will prepare a record of survey to be filed in the Kootenai County Courthouse showing information relevant to the boundary surveying, new right-of-way and the definition of the acquisition parcels.

7.3.9 Review Record of Survey

DEA will perform a review of the Record of Survey by the Project Surveyor and the Survey Manager. DEA will also submit to ITD for review and discussion as well.

7.3.10 Verification of Research and Monument

DEA will need to revisit each monument and verify there are no changes in record documents before filing a post construction Record of Survey.

7.3.11 Set Monuments

DEA will set monuments along the new right-of-way and at every ownership sideline intersection of the new right-of-way per Idaho State Code. These monuments will be set per Idaho Code.

Assumptions

- Up to 4 legal descriptions will be required.
- Up to 4 acquisition parcels will be staked one time to assist with ROW negotiations.



Deliverables

- Final signed and sealed legal descriptions in electronic and hard copy format.
- ITD's Legal Description Essentials checklist for each legal description
- Electronic pdf of the legal descriptions for the initial submittal.
- Three (3) copies of the legal descriptions for the final submittal.

Task 9. Final Design

9.1 Final Roadway Design

DEA will develop the final roadway design including roadway section and special details. This task includes preparing final plan and profile sheets, special detail sheets and identifying appropriate bid items. The plans will be organized in accordance with ITD Design Guidelines. The original roundabout was designed with a circular truck apron, with the shift, the new roundabout will have an elongated truck apron, requiring additional effort.

9.1.1 Roundabout Geometric Design and Modeling

DEA will utilize and develop the following items for detailed design line work and a finished model on the roundabout:

- Approach design speeds for all approach legs
- The design vehicle used for each leg
- Table summarizing the roundabout design details, including inscribed diameter, central island diameter, truck apron width, and cross slope of the circulating roadway
- Drawing showing the fastest path for each movement, with speed and radius for each curve
- Autoturn paths showing design vehicle and largest oversize vehicle movements
- Detailed design of the splitter islands on each leg of the roundabout
- Central island design
- Bike and pedestrian design, including ADA requirements

9.1.2 Final Title Sheet (1 sheet)

DEA will update the Title Sheet for the Final Design Package.

9.1.3 Final Legend Sheet (1 sheets)

DEA will finalize the legend sheet

9.1.4 Final Total Ownership Map (1 sheet)

DEA will finalize the Total Ownership Map reflecting the information in the R/W Plans that have already been issued.

9.1.5 Final Survey Control and Found Monuments (3 sheets)

DEA will finalize the survey control and found monuments previously prepared.

9.1.6 Project Clearance Summary Sheet (1 sheet)

DEA will update the project clearance summary sheets based on the current project status.



9.1.7 Final Typical Sections (3 sheets)

DEA will finalize the typical sections that were developed as part of the previous Final Design submittal. DEA will make adjustments to the typical sections based on comments and changes to the design.

9.1.8 Final Roadway Plan and Profile Sheets (13 sheets)

The Roadway Plan and Profile Sheets that were developed as part of the previous Final Design submittal will be finalized. This will include change in sheet match lines, begin and end of construction, and calling out final roadside design elements including curb/gutter and bid items to prepare the plans for construction. This task also includes preparing cross sections of the roadway at 50-ft stations (25-ft stations on curves). Plan development is assumed at 10hrs/sheet.

9.1.9 Final Roundabout Layout and Grading Sheets (4 sheets)

DEA will update and finalize the roundabout layout and grading sheets. These sheets will show a detailed intersection grading and layout sufficient for construction staking. Intersection grading will take into consideration ADA pedestrian ramp grading requirements.

9.1.10 Final Roadway Detail Sheets (3 sheets)

The requirement for special details will occur during the development of the roadway plans. These details may depict special drainage issues, special fill slope details, small retaining walls, or other miscellaneous details that become necessary during the development of the plan set.

9.1.11 Final Approach Plan and Profile Sheets (2 sheets)

DEA will update and finalize plan and profile sheets for private approaches.

9.1.12 Final Signing and Pavement Marking Plans (5 sheets)

DEA will update and finalize Signing and Pavement Marking Plans that will depict the pavement markings and signs that will be specified for the project. We will depict roadway lane configurations and pavement marking symbols where applicable.

9.1.13 Final Sign Erection Specifications and Sign Detail Sheets (3 sheets)

Signing Erection Specifications and Sign Detail Sheets will be updated.

9.1.14 Final Construction Traffic Control and Staging Plans (4 sheets)

DEA will update and finalize the traffic control and staging plans in accordance with MUTCD and ITD standards as appropriate. The staging will be substantially different than what was previously proposed. Much of the northbound can be constructed off alignment, assisting with the construction staging.

9.1.15 Final Utility Plans and Details (5 sheets)

DEA will prepare Final Utility Plans based on decisions made with the City and the utility companies. The Utility Plans will be modified to accurately depict agreed upon utility revisions and relocations and will be routed to the utility companies for review and comment. Final Utility Plans will be prepared in color.

It is anticipated that a City waterline and hydrant are located within the impact limits of the project. Any adjustments to the waterline will be shown on the utility plans as relocated by the City. An additional detail sheet for the water utility is included.



Luminary locations shown on the signing and pavement marking plans will also be shown on the utility sheets to be installed by utility at utility expense. Conduit and junction boxes will also be shown and will be paid for under a special bid item.

9.1.16 Coordinate the Execution of Utility Hearing Waivers and Agreement with Avista

DEA will prepare Utility Hearing Waivers (six (6) anticipated) and coordinate execution of the waivers with the utility companies. A utility agreement with Avista is anticipated. Additional time is included here for extended coordination with Avista.

9.2 ESC/SWPP Plans

DEA will update the temporary ESC/SWPP plan to control stormwater runoff and offsite siltation or damage resulting from construction activities. The plan will outline Best Management Practices (BMP's) which may include silt fencing, wattles, seeding, mulching and other items and also show pertinent details. A Storm Water Pollution Prevention Plan and narrative for the NPDES permit will be developed by ITD with assistance by DEA.

9.2.1 Temporary and Permanent ESC/SWPP Plans (6 Sheets)

DEA will update and finalize the ESC/SWPP Temporary and Permanent Plans along with a detail sheet in accordance with ITD Standards.

9.2.2 ESC/SWPP Narrative

ITD will update the ESC/SWPP Narrative for the project with supporting information provided by DEA.

Assumptions

- This task does not include the development and filing of a “Notice of Intent” required by a NPDES permit. This will be completed by others.

9.3 Final Drainage Design

DEA will update the preliminary drainage design basins and calculations as needed to account for updates made to the roadway design. These updates will be shown in the final design plans.

9.3.1 Drainage Design Update

DEA will update the drainage design and calculations.

9.3.2 Final Drainage Details (1 sheet)

DEA will update and finalize drainage details for culverts at approaches and roadside ditches/swales.

9.4 Calculate Roadway Quantities

DEA will calculate roadway section material quantities from the Phase Materials Reports and Final Design for inclusion in the roadway summary and project clearance sheets.



9.5 Summarize Quantities (3 sheets)

DEA will identify bid items and calculate quantities for identification in the appropriate plan summary sheets. This will include the following Summary Sheets:

9.5.1 Project Roadway Summary (2 sheets)

DEA will prepare the Roadway Summary necessary to report bid quantities related to the roadway.

9.5.2 Pipe Culvert Summary (1 sheet)

DEA will prepare a Pipe Culvert Summary as necessary to support drainage facility design.

9.6 Update Project Proposal

DEA will update the project special provisions to the ITD Standard Specifications for the contract documents which will also include, if necessary, revisions to SSPs and SPs as well as contractor notes. This will also include Special Provisions that are developed as part of the Phase V Materials Report or other Special Provisions that may be necessary for the project.

9.7 Update Contract Time Determination

DEA will update the contract construction time in accordance with ITD standards. A Microsoft Project construction schedule will be included in this task and be submitted with the Final Design Review package.

Assumptions

- The electronic construction schedule will be subject to change based on information provided by the successful bidder. The schedule is provided for planning purposes only.

9.8 Prepare Construction Cost Estimate

DEA will prepare a construction cost estimate for bid items using the Cost Estimator estimating software and current ITD Average Unit Price Report data. Cost estimates at 100 percent plan development will be completed and submitted for ITD review. The cost estimate will have an appropriate contingency for a Final Design Cost Estimate.

9.9 QC Review of the Final Design Review Submittal

A detailed review of the Final Design Review Package will be completed by DEA Senior Transportation Engineers not involved in developing the project design prior to Submittal. QC Review comments will be addressed prior to submittal to LHTAC. Provide LHTAC with a QC Cover/Checklist with the submittal as evidence that a QC review as performed.

9.10 Submit Final Design for Review

DEA will prepare the final design plans, special provisions, and construction cost estimate and submit for ITD review. DEA will also submit the Final Design Checklists with this submittal.

The submittal package for Final Design Review will be developed by DEA and will include for ITD review:

- Project Proposal



- Construction Time Determination
- ITD's "Cost Estimator" Project Construction Cost Estimate
- Project cross section at 50 foot intervals (25 foot intervals on curves)
- The Final Design Plans as described above and as summarized below:



Scope Item	Description	Sheets
Final		Final
9.1.2	Final Title Sheet (1 sheet)	1
9.1.3	Final Legend Sheet (1 sheet)	1
9.1.4	Final Total Ownership Map (1 sheet)	1
9.1.5	Final Survey Control and Found Monuments (3 sheets)	3
9.1.6	Project Clearance Summary Sheet (1 sheet)	1
9.1.7	Final Typical Sections (3 sheets)	3
9.1.8	Final Roadway Plan and Profile Sheets (13 sheets)	13
9.1.9	Final Roundabout Layout and Grading Sheets (4 sheets)	4
9.1.10	Final Roadway Detail Sheets (3 sheets)	3
9.1.11	Final Approach Plan and Profile Sheets (2 sheet)	2
9.1.12	Final Signing and Pavement Marking Plans (5 sheets)	5
9.1.13	Final Sign Erection Specifications and Sign Detail Sheets	3
9.1.14	Final Construction Traffic Control and Staging Plans (4 sheets)	4
9.1.15	Final Utility Plans (5 sheets)	5
9.2.1	Temporary and Permanent ESC/SWPP Plans (6 Sheets)	6
9.3.2	Final Drainage Details (1 sheet)	1
9.3	Summarize Quantities (3 sheets)	3
Sheet Totals		59



9.11 Final Owner Contact Meetings

A final owner contact meeting will be attended by one staff member from DEA for up to 5 owner contact meetings accompanying a representative from the City of Rathdrum. The purpose of the meetings is to show the final design drawings related to the owner properties and make any adjustments from comments or R/W acquisition negotiations prior to the PS&E submittal.

9.12 Final Design Review Meeting

DEA will attend the Final Design Review meeting with City and LHTAC staff. DEA will also prepare meeting minutes and distribute to the appropriate recipients by email. Prior to the meeting, DEA will assemble the comments received in a comment response form. The team will address the comments and identify comments that require further discussion at the preliminary design review meeting. The compiled comment form will be provided to attendees at the Final Design Review meeting and the final design review comment form will be included in the PS&E submittal.

Assumptions

- The final design review meeting will last approximately four (4) hours excluding travel
- The final design review meeting will take place at the City of Rathdrum or DEA's CDA office.
- Four (4) DEA staff members (Project Manager, Design Manager, Traffic Engineer, and Senior Transportation Designer) will attend the final design review meeting.
- There will be one Final Design Review Meeting

Deliverables

- Final design review package

Task 10. PS&E Preparation and Submittal

10.1 Prepare PS&E Package

DEA will revise the Final Design plans, special provisions, cost estimate, and associated materials to address Final Design Review comments.

10.1.1 Revise Plans for PS&E Package

Final Design Review comments will be addressed, details will be revised, traffic control, drainage, fencing, etc. will be accomplished. Required revisions, received by e-mail or phone, from LHTAC prior to the PS&E Submittal will be incorporated.

10.1.2 Prepare Final Proposal

Referring to the latest ITD Standard Specifications for Highway Construction and current Supplemental Specifications, DEA will make revisions to the Special Provisions and other elements of the project's Proposal.



10.1.3 Finalize the Detailed Engineer's Estimate

Final revisions will be made to the project's cost estimate to reflect comments obtained during Final Design Review.

10.1.4 Finalize the Construction Time Determination CPD

Final revisions will be made to the project's Construction Time Determination CPD to reflect comments obtained during Final Design Review.

10.1.5 QC review of the Plans, Specifications, and Estimates

A detailed review of the PS&E Submittal Package will be completed by a senior-level designer not involved in developing the project design prior to the PS&E Submittal. QC Review comments will be addressed prior to submittal.

included in the Final Design Submittal. The ITD PES Spreadsheet will also be prepared and submitted.

10.1.6 Assemble Final PS&E Package and Submit

DEA will assemble the above described Final Plans, Specifications, Estimate, Checklists, Cost Estimate, and Construction Time Determination CPD estimate components. The Final PS&E Package will be submitted for review and advertisement.

Deliverables

- Cost Estimate
- Electronic version of the CPM Schedule for Construction Duration
- Proposal Package including Specifications and Special Provisions in MS Word
- Final PS&E package will be printed on 11" x 17" paper with engineer seal.

10.2 Submit Resident Engineer Files

DEA will prepare and transmit the Resident Engineer package. The package will be prepared in an easy to reference notebook and include the applicable items listed in ITD's Design Manual, Section 920.04. The Resident Engineer's File will include developing the following:

This includes compiling Design Approval signature sheets, field survey data and information, environmental permits and approvals, project contact information, utility waivers and/or agreements, Public Involvement Summary, and project CADD Files.



10.2.1 Cross Sections at 50-foot stations (25-foot stations on curves)

10.2.2 Grade Books for the project

10.2.3 Roadway Quantity Worksheets

10.2.4 Compiled Project Information

10.3 Bid Assistance

DEA will be available to answer questions and to assist LHTAC/TTD during the advertising and bidding process. This task assumes that up to 16 hours will be required for bidding assistance.

Deliverables

- Final PS&E package (hard copy and electronic)
- Resident Engineer File Package (hard copy and electronic versions)

Task 11. Additional Services

11.1 Public Hearing/Engagement

At the direction of LHTAC/City, DEA may be authorized through additional services to perform public outreach and engagement necessary to bring the general public and City Council current on the project status and changes.

11.2 Coordination with Avista

The supplemental has scope and time for coordination with Avista. Should coordination be found to exceed what was scoped, LHTAC/City may direct DEA to perform coordination with Avista under the additional services task.

CONSULTANT NAME: David Evans & Associates, Inc.
 PROJECT NAME: STC-5791, Int. Meyer Road & Boekel Road
 PROJECT NUMBER: A013(864)
 KEY NUMBER: 13864

June 26, 2020

A. SUMMARY ESTIMATED LABOR COSTS

	Days	Hours	Hourly Rate	Raw Labor Cost
1 Project Manager	18.38 =	147.00 @	\$70.32 =	\$10,337.04
2 Prencipal-in-Charge/Quality Manager	1.50 =	12.00 @	\$81.14 =	\$973.68
3 Transportation Engineer Task Lead	15.50 =	124.00 @	\$51.10 =	\$6,336.40
4 Senior Transportation Designer	41.00 =	328.00 @	\$49.26 =	\$16,157.28
5 Traffic Engineering Task Lead	4.50 =	36.00 @	\$57.20 =	\$2,059.20
6 Traffic Engineer and Utility Coordination	2.63 =	21.00 @	\$44.50 =	\$934.50
7 Traffic Analyst/Designer	6.88 =	55.00 @	\$42.80 =	\$2,354.00
8 Survey Task Lead	4.00 =	32.00 @	\$49.00 =	\$1,568.00
9 Survey Quality Control	1.88 =	15.00 @	\$73.00 =	\$1,095.00
10 Office Survey Technician	9.63 =	77.00 @	\$39.25 =	\$3,022.25
11 Party Chief	2.50 =	20.00 @	\$34.50 =	\$690.00
12 Field Survey Technician	0.00 =	0.00 @	\$31.00 =	\$0.00
13 Senior Environmental Planner	1.13 =	9.00 @	\$55.00 =	\$495.00
14 Senior Scientist	0.00 =	0.00 @	\$49.50 =	\$0.00
15 Project Administrator	0.75 =	6.00 @	\$29.34 =	\$176.04
16 Project Accountant	1.50 =	12.00 @	\$35.52 =	\$426.24
17 GIS Analyst	0.00 =	0.00 @	\$42.80 =	\$0.00

Total Hours = 894.00

TOTAL RAW LABOR COST = \$46,624.63

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

<u>Total Raw Labor Cost</u>		<u>Approved Overhead Rate</u>	
\$46,624.63	X	174.55%	= \$81,383.29
		FCCM	
\$46,624.63	X	0.45%	= \$209.81

C. NET FEE

<u>Total Raw Labor & Overhead</u>		<u>Net Fee</u>	
\$128,007.92	X	12.00%	= \$15,360.95

SUBTOTAL LABOR COSTS = \$143,578.68

D. OUT-OF-POCKET EXPENSES SUMMARY*

Expense	Estimated Amount	Unit	Unit Cost	Estimated Expense
1 Mileage	500	(Miles)	\$ 0.575	\$ 287.50
2 Meals and Incidentals (CDA)		(Days)	\$ 61.00	\$ -
3 Print/Copy by Vendor(B&W)		(EA)	\$ 0.07	\$ -
4 Print/Copy by Vendor (Color)		(EA)	\$ 1.00	\$ -
5 Conference Calls by Vendor		(EA)	\$ 35.00	\$ -
6 Static Laser Scanner		(Lump Sum)	\$ 520.00	\$ -
7 Concrete to set Monuments		(Lump Sum)	\$ 50.00	\$ -
8 Monument Stamping by Vendor		(Lump Sum)	\$ 500.00	\$ -
9 Record of Survey Recording Fees		(Lump Sum)	\$ 10.00	\$ -
10 Title Reports		(EA)	\$ 250.00	\$ -
11 Miscellaneous Office Expenses	250	(Dollars)	\$ 1.00	\$ 250.00
12 Express Mailings	2	(EA)	\$ 25.00	\$ 50.00
13 Traffic Counts by Vendor		(Lump Sum)	\$ 400.00	\$ -
DEA TOTAL ESTIMATED EXPENSES =				\$587.50

E. ADDITIONAL SERVICES (4% OF TOTAL)

\$144,166.18 X 4% = \$5,766.65

TOTAL = \$149,933

F. SUBCONSULTANTS***

1 GeoEngineers

=
Subconsultant Subtotal = \$0.00

TOTAL = \$149,933

DEVELOPMENT AGREEMENT
FOR
WESTWOOD PINES SUBDIVISION

THE CITY OF RATHDRUM, hereinafter the "City", a municipal corporation of the state of Idaho, 8047 W. Main Street, Rathdrum, Idaho 83858, and Viking Construction, Inc., an Idaho Corporation, 2605 W Hayden Avenue, Hayden, ID 83835 and Viking Construction, Inc., a Washington Corporation, 19425 E Broadway Avenue, Spokane Valley, WA 99016, hereinafter together "Owner" or "Developer", enter into this Development Agreement, hereinafter the "Agreement."

WHEREAS, Owner owns approximately 50.00 acres of real property located within the City of Rathdrum, which Owner plans to develop (hereinafter the "**Property**") in approximately three (3) planned phases. Of this acreage, 110 residential lots, 2 commercial lots and 1 well lot are to be developed, commonly identified as Westwood Pines 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 February 19, 2020 and on March 11, 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 property owners of the whole subdivision collectively~~ property along which the landscaping and/or roadway drainage swales are situated within and external to the project, together with and including the east side of Meyer Road and the north side of Highway 53 adjacent to the plat, as well as those streets interior to the project. A note shall be placed on the face of the plat that ~~the~~ the lot owner of any property abutting public right of way is responsible for maintaining stormwater retention/ treatment areas (grassy swales) and landscaping, including irrigation and mowing, 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.
 - 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 east side of Meyer Road, the north side of Highway 53 as required by the Idaho Transportation Department, and other interior roadways planned to be Cloverdale Street, Dayton Avenue, Astoria Loop and Pelican Loop. Note that such 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 / hydroseed~~ within the swales and along all street frontages of Meyer Road, and Highway 53. ~~Trees shall be selected from the City's Tree and Planting Guide and spaced 20 feet maximum.~~ Individual lot owners shall be responsible at time of building permit phase to install, maintain or replace grass, ~~plants~~ and plant 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 east side of Meyer, the length of Cloverdale and the north side of Highway 53, 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 ~~north side of Highway 53 and the east side of Meyer Road~~ frontages to the Project. 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 east side of Meyer Road, and the north side of Highway 53 frontages to the Project.~~ Furthermore, the owner of each lot within the Project shall be responsible to irrigate and maintain the landscaping within any stormwater drainage area ~~fronting the lot and in groundwater swales and/or~~ 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 or 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 right-of-ways, with the exception of the west side of Meyer Road, 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 right-of-ways in the Project as set forth in the approved construction plans.
- 3.9 Streets. All streets in the Project shall be built to City standards. No direct lot access shall be allowed to Meyer Road, or Highway 53. Vehicular access from Highway 53 shall be limited to no more than one point of access at

Cloverdale Street. The developer shall reconstruct Meyer Road, from Highway 53 to the project's northwest boundary.

- 3.10 Construction Access. Access to the Project site shall be limited to improved streets located in existing right-of-ways directly adjacent to the area under development, which improved streets and right-of-ways shall be maintained in a clean and orderly manner kept clear of all construction debris and material.
- 3.11 Public Street Closure. When working within the existing public right-of-way outside of the Project being constructed, the Developer shall keep at least one travel lane open at all times and provide the appropriate traffic control, at no cost to the City, to allow for vehicle travel in a safe manner through the construction area. Street closures will only be allowed with prior approval by the City Engineer and only upon a showing by the Developer that the construction cannot be accomplished without a street closure. Approval for a street closure shall be for a limited duration set by the City Engineer, which shall be strictly adhered to by the Developer.
- 3.12 Phase Sustainability. The public infrastructure and other required amenities must be installed for each phase of the Project, to allow that phase to function without the construction of any subsequent phases of the Project.
- 3.13 Sediment Erosion Control Plan. Developer shall maintain sediment and erosion control measures as set forth in approved sediment and erosion control plan during all phases of construction of the Project.
- 3.14 Dedication of Right-of-Way. Developer shall dedicate to the City the necessary right-of-ways within the Subdivision for public roads and utilities and those adjacent to the Subdivision within Meyer and/or Highway 53 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 a fully functional public temporary sewer force main which alignment shall be contained within noted/platted access aisles where it crosses the City's cemetery property. The developer shall construct a 16-foot wide all-weather vehicle access aisle, within said force main alignment within the cemetery property. The developer shall also construct a permanent sewer force main which alignment shall be contained within the Cloverdale Street public right-of-way, and which shall terminate on the north side of Highway 53. The developer shall also construct a temporary sanitary sewer lift station within the Project. Through a separate Credits and Reimbursement Agreement the City will pay for the cost difference between the engineer's original design and the City's requested changes for deepened, oversized sanitary sewer mains. The

Developer shall provide a contractor's itemized cost proposals for 1.) The original design and 2.) For the deepened /oversized sewer line. The developer shall also provide the City with the cost difference information between the engineer's 81 SFT wet well design and the City's requested 50 SFT wet well. The City will apply the wet well cost savings to the Credits and Reimbursements Agreement. One (1) hour of emergency storage shall be provide and the emergency storage facility shall not be subject to the Credits and Reimbursements Agreement.

- 3.17 Water. The developer shall construct a 12-inch diameter water main in both the Dayton Avenue Public right-of-way alignment (entirety of alignment) and Cloverdale Street. The Cloverdale Street 12-inch water main shall terminate on the north side of Highway 53. Internal water mains shall be looped in Astoria Loop and Pelican Loop.

Any upsizing of and/or extensions for looping purposes as needed to achieve desired fire flows to either commercial lot shall be at the exclusive expense of the developer.

- 3.18 Fencing. The developer shall install a six-foot tall solid (wood or vinyl, with no gaps between slats) fence located three-feet south of the northern boundary of the subdivision.

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

Viking Construction, Inc.
2605 W Hayden Avenue
Hayden, ID 83835

CITY

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

Viking Construction, Inc.
19425 E Broadway Avenue
Spokane Valley, WA 99206

8. Default, Remedies, Termination, and Review.

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

of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is allowed to withhold approval of subsequent phases of the Project or issuance of building or construction permits when a material condition of default exists.

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

9. Subsequent Laws As Superseding Terms.

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

10. Mortgagee Protection; Certain Rights of Cure.

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

10.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 10.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Project to any uses or to

construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement, unless the City releases its interest in performance by action of the City Council.

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

11. Transfers and Assignments.

- 11.1 Right to Assign. Owner shall have the right to sell, assign or transfer, any and all of its rights, duties and obligations under this Agreement, to any entity during the Term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Owner pursuant to this Agreement be at any time so transferred or assigned except through a transfer of Owner's interest in the Property, or portion thereof transferred. This right to assign or transfer shall not compromise the rights of the City to require surety to assure completion of Owner's obligations established hereby or by law. Any purchaser or assignor shall remain obligated to all duties and rights accorded hereby to Owner. Nothing in this Section 11 shall prevent transfer of some or all of the ownership interest in Owner.
- 11.2 Release Upon Transfer. Upon the sale, transfer or assignment of Owner's rights, responsibilities and interests under this Agreement consistent with Section 11.1 above, Owner shall be released from its obligations under this Agreement with respect to its interest in the Project or portion thereof, so transferred arising subsequent to the effective date of such transfer if (1) Owner is not then in default under this Agreement; (2) Owner has provided to City notice of such transfer, (3) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all of the obligations of the Owner under this Agreement with respect to the Project, or portion thereof transferred; and (4) City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of transferor pursuant to this Agreement or if surety is provided to guarantee performance. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 12

below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

12. Covenants Run With The Land.

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

13. General Provisions.

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

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

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

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

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

the land unless expressly approved by the governing board of the City.

- 13.6 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions by those not party to this Agreement) or by other causes beyond such party's control (inability to obtain funding on the part of the Owner shall not constitute a cause beyond the Owner's control). If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.

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

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

Executed this _____ day of _____, 2020.

CITY OF RATHDRUM

OWNER,
VIKING CONSTRUCTION, INC.

Vic Holmes, Mayor

By:

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 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:

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 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
WESTWOOD PINES SUBDIVISION
BOUNDARY DESCRIPTION**

Real property in the County of Kootenai, State of Idaho, described as follows:

PARCEL 1:

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 52 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 22 OF SURVEYS AT PAGE 124, RECORDS OF KOOTENAI COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, MONUMENTED BY A ZINK CAP, 2-1/4 IN. DIAM., FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 29 BEARS NORTH 88 DEGREES 42' 46" WEST, A DISTANCE OF 2654.35 FEET;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, NORTH 01 DEGREES 01' 53" EAST, A DISTANCE OF 47.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 53, SAID POINT BEING MONUMENTED BY AN IRON ROD, 1/2 IN. DIAM., WITH CAP MARKED LS 772;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 89 DEGREES 02' 43" WEST, A DISTANCE OF 3.66 FEET TO A CONCRETE R/W MONUMENT AS SHOWN ON SAID RECORD OF SURVEY;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 89 DEGREES 02' 44" WEST, A DISTANCE OF 1632.53 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 89 DEGREES 02' 44" WEST, A DISTANCE OF 354.54 FEET TO THE SOUTHEAST CORNER OF PARCEL 6370 AS SHOWN ON SAID RECORD OF SURVEY, BEING MONUMENTED BY AN IRON ROD, 1/2 IN. DIAM., WITH A CAP MARKED LS 772;

THENCE LEAVING SAID RIGHT-OF-WAY ALONG THE EAST LINE OF SAID PARCEL 6370, NORTH 01 DEGREES 02' 28" EAST, A DISTANCE OF 623.19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 6370, MONUMENTED BY AN IRON ROD, 1/ 2 IN. DIAM., WITH A CAP MARKED LS 772;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 6370, NORTH 88 DEGREES 46' 33" WEST, A DISTANCE OF 663.55 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEING MONUMENTED BY AN IRON ROD, 1/ 2 IN. DIAM., WITH A CAP MARKED LS 772;

THENCE ALONG SAID WEST LINE, NORTH 01 DEGREES 02' 40" EAST, A DISTANCE OF 657.90 FEET TO AN IRON PIPE, MONUMENTING THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER;

THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER, SOUTH 88 DEGREES 50' 20" EAST, A DISTANCE OF 1017.97 FEET TO A POINT;

THENCE LEAVING SAID NORTH LINE, SOUTH 01 DEGREES 02' 16" WEST, A DISTANCE OF 1280.54 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 52 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 22 OF SURVEYS, AT PAGE 124, RECORDS OF KOOTENAI COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, MONUMENTED BY A ZINC CAP, 2-1/4 IN. DIAM., FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 29 BEARS NORTH 88 DEGREES 42' 46" WEST, A DISTANCE OF 2654.35 FEET;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, NORTH 01 DEGREES 01' 53" EAST, A DISTANCE OF 47.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 53, SAID POINT BEING MONUMENTED BY AN IRON ROD, 1/2-IN. DIAM., WITH CAP MARKED LS 772;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 89 DEGREES 02' 43" WEST, A DISTANCE OF 3.66 FEET TO A CONCRETE R/W MONUMENT AS SHOWN ON SAID RECORD OF SURVEY;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 89 DEGREES 02' 44" WEST, A DISTANCE OF 610.52 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 89 DEGREES 02' 44" WEST, A DISTANCE OF 1022.01 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 01 DEGREES 02' 16" EAST, A DISTANCE OF 1280.54 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER;

THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER, SOUTH 88 DEGREES 50' 20" EAST, A DISTANCE OF 1021.94 FEET TO A POINT;

THENCE LEAVING SAID NORTH LINE, SOUTH 01 DEGREES 02' 05" WEST, A DISTANCE OF 1276.86 FEET TO THE TRUE POINT OF BEGINNING.

STC-5791, Int. Meyer Road Boekel Road
Labor Hours

Task Number	Task	DEA Total Hours	DEA																
			Project Manager	Principal-in-Charge/Quality Manager	Transportation Engineer Task Lead	Senior Transportation Designer	Traffic Engineering Task Lead	Traffic Engineer and Utility Coordination	Traffic Analysis/Designer	Survey Task Lead	Survey/Quality Control	Office Survey Technician	Party Chief	Field Survey Technician	Senior Env Planner	Senior Scientist	Project Administrator	Project Accountant	GIS Analyst
1	Project Management	49	21	0	5	5	5	0	0	0	0	0	0	0	0	0	0	12	0
1.1	Set up hard copy and electronic files	4	2															2	
1.2	Prepare Project Schedule	4	4																
1.3	Prepare Team Meetings	21	5		5	5	5							1					
1.4	Progress Reports and Invoicing	20	10															10	
2	Concept Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	Environmental & Cultural Clearance Coordination	10	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.9	Environmental Re-Evaluation	10	2											8					
4	Surveying	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	Geotechnical / Materials Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	Preliminary Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	Right-of-Way Acquisition Documents	146	2	0	0	0	0	0	0	32	15	77	20	0	0	0	0	0	0
7.1	Update and Review Title Reports and Supporting Information	8	0	0	0	0	0	0	0	2	1	5	0	0	0	0	0	0	0
7.1.1	Obtain Updates and Review Title Reports and Supporting Title Info	8								2	1	5							
7.1.2	Coordinate with the Title Company to Clarify the Integrity of Title Info	0																	
7.1.3	Incorporate Portion Land Title Findings into the Total Ownership Map	0																	
7.2	Develop Right-of-Way Plans	39	2	0	0	0	0	0	0	6	6	25	0	0	0	0	0	0	0
7.2.1	Incorporate section lines, parcel lines and right-of-way lines into the	0																	
7.2.2	Prepare InRoads® Alignment Files for each Acquisition Parcel (estir	5								1	4								
7.2.3	Prepare Total Ownership Map (1 sheet)	2								1	1								
7.2.4	Prepare the Right-of-Way Plan Sheets	18								1	1	16							
7.2.5	Submit Review Copy of the Total Ownership Map and ROW Plans	1								1									
7.2.6	Attend Right-of-Way Plans Review Meeting	6	2							2	2								
7.2.7	Revise the Total Ownership Map and the ROW Plans to Address Co	6								1	1	4							
7.2.8	Submit Final Total Ownership Map and ROW Plans	1								1									
7.3	Prepare Legal Descriptions	99	0	0	0	0	0	0	0	24	8	47	20	0	0	0	0	0	0
7.3.1	Prepare Legal Descriptions for Each Acquisition Parcel (estimated a	14								6	2	6							
7.3.2	Submit Legal Description Package for Review	1								1									
7.3.3	Revise Legal Descriptions per Review Comments	4								1	1	2							
7.3.4	Submit Final Signed and Sealed Legal Descriptions for Acquisition P	2								1	1	1							
7.3.5	Calculate Acquisition Parcel Corner and Points-on-line Coordinates	6								1	1	4							
7.3.6	Stake ROW Acquisition Areas	14								2	2	10	0						
7.3.7	Coordinate with Acquisition Team and Answer Survey Acquisition S	5								2	1	2							
7.3.8	Prepare a Record of Survey	24								4	20								
7.3.9	Review Record of Survey	3								2	1								
7.3.1	Verification of Research and Monument	11								2	1	8							
7.3.1	Set Monuments	15								2	1	2	10	0					
8	Design Study Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	Final Design	560	95	8	97	271	22	21	46	0	0	0	0	0	0	0	0	0	0
9.1	Final Roadway Design	394	46	0	57	214	12	19	46	0	0	0	0	0	0	0	0	0	0
9.1.1	Roundabout Geometric Design and Modeling	44	4		16	24													
9.1.2	Final Title Sheet (1 sheet)	3			1	2													
9.1.3	Final Standard Drawing Index (2 sheets)	0																	
9.1.4	Final Total Ownership Map (1 sheet)	0																	
9.1.5	Final Survey Control and Found Monuments (2 sheets)	0																	
9.1.6	Project Clearance Sheet (1 sheet)	2	1			3	1												
9.1.7	Final Typical Sections (3 sheets)	10																	
9.1.8	Final Roadway Plan and Profile Sheets (13 sheets)	130	13		26	91													
9.1.9	Final Roundabout Layout and Grading Sheets (4 sheets)	58	4		6	48													
9.1.10	Final Roadway Detail Sheets (3 sheets)	15	1		2	12													
9.1.11	Final Approach Plan and Profile Sheets (3 sheet)	24	3		3	18													
9.1.12	Final Signing and Pavement Marking Plans (5 sheets)	30	5				5		20										
9.1.13	Final Sign Erection Specifications and Sign Detail Sheets (3 sheets)	13	1				3	3	6										
9.1.14	Final Construction Traffic Control and Staging Plans (5 sheets)	25	1				4		20										
9.1.15	Final Utility Plans and Details (4 sheets)	24	4			12		8											
9.1.16	Coordinate the Execution of Utility Hearing Waivers and Avista Agr	16	8				8												
9.2	ESC/SWPP Plans	44	8	0	10	26	0	0	0	0	0	0	0	0	0	0	0	0	0
9.2.1	Temporary and Permanent ESC/SWPP Plans (6 Sheets)	36	6		6	24													
9.2.2	ESC/SWPP Narrative	8	2		4	2													
9.3	Final Drainage Design	18	2	0	13	3	0	0	0	0	0	0	0	0	0	0	0	0	0
9.3.1	Drainage Technical Memorandum	15	1		12	2													
9.3.2	Final Drainage Details (1 sheet)	3	1		1	1													
9.4	Calculate Roadway Quantities	14	1		2	8	2	1											
9.5	Summarize Quantities (3 sheets)	13	2	0	3	8	0	0	0	0	0	0	0	0	0	0	0	0	0
9.5.1	Project Roadway Summary (2 sheets)	9	1		2	6													
9.5.2	Pipe Culvert Summary (1 sheet)	4	1		1	2													
9.6	Prepare Project Proposal	8	6		1		1												
9.7	Contract Time Determination	3	2		1														
9.8	Prepare Construction Cost Estimate	8	2		2	4													
9.9	Prepare Submittal Checklists	0																	
9.10	QC Review of the Final Design Review Submittal	16	8	8															
9.11	Submit Final Design for Review	8	2		2	2	1	1											
9.12	Final Owner Contact Meetings	10	10																
9.13	Final Design Review Meeting	24	6		6	6	6												
10	PS&E Preparation and Submittal	129	27	4	22	52	9	0	9	0	0	0	0	0	0	0	0	6	0
10.1	Prepare PS&E Package	95	20	4	17	36	7	0	9	0	0	0	0	0	0	0	0	2	0
10.1.1	Revise plans for PS&E Package	64	8		12	32	4	8											
10.1.2	Prepare Final Proposal	6	4		1	1													
10.1.3	Finalize the Detailed Engineer's Estimate	6	1		1	2	1	1											
10.1.4	Finalize the Construction Time Determination CPD	1	1																
10.1.5	QC review of the Plans, Specifications, and Estimates	8	4	4															
10.1.6	Prepare Submittal Checklists	1			1														
10.1.7	Assemble Final PS&E Package and submit	9	2		2	2	1											2	
10.2	Submit Resident Engineer Files	22	3	0	3	12	0	0	0	0	0	0	0	0	0	0	0	4	0
10.2.1	Cross Sections at 50-ft stations (25-ft stations on curves)	4																	
10.2.2	Grade Books for the project	6				6													
10.2.3	Roadway Quantity Worksheets	4	1		1	2													
10.2.4	Compiled Project Information	8	2		2													4	
10.3	Bid Assistance	12	4		2	4	2												

David Evans & Associates, Inc.
 STC-5791, Int. Meyer Road & Boekel Road
 PROJECT NUMBER: A013(864)
 KEY NUMBER: 13864

TITLE	EMPLOYEE NAME	CERT. WAGE RATE	Project Manager		Principial-in-Charge/Quality Manager		Transportation Engineer Task Lead		Senior Transportation Designer		Traffic Engineering Task Lead		Traffic Engineer and Utility Coordination		Traffic Analyst/Designer		Survey Task Lead		Survey Quality Control		Office Survey Technician		Party Chief		Field Survey Technician	
			% of Cat. Time	Adj. Wage	% of Cat. Time	Adj. Wage	% of Cat. Time	Adj. Wage	% of Cat. Time	Adj. Wage	% of Cat. Time	Adj. Wage	% of Cat. Time	Adj. Wage	% of Cat. Time	Adj. Wage	% of Cat. Time	Adj. Wage	% of Cat. Time	Adj. Wage	% of Cat. Time	Adj. Wage	% of Cat. Time	Adj. Wage	% of Cat. Time	Adj. Wage
Project Manager	Rusty Leahy	\$ 70.32	100%	\$70.32		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Principial-in-Charge/Quality Manager	Greg Holder	\$ 81.14		\$0.00	100%	\$81.14		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Transportation Engineer Task Lead	Martin Plass	\$ 51.10		\$0.00		\$0.00	100%	\$51.10		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Senior Transportation Designer	Bill Stark	\$ 49.26		\$0.00		\$0.00		\$0.00	100%	\$49.26		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Traffic Engineering Task Lead	Jerremy Clark	\$ 57.20		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$57.20		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Engineer and Utility Coordination	Linda Mitchell	\$ 44.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$44.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Traffic Analyst/Designer	Chad Karns	\$ 42.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$42.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Survey Task Lead	Gilbert Bailey	\$ 49.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$49.00		\$0.00		\$0.00		\$0.00		\$0.00
Survey Quality Control	Duffy Haggarty	\$ 73.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$73.00		\$0.00		\$0.00		\$0.00
Office Survey Technician	Kyle McNaught-Davis	\$ 37.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	50%	\$18.75		\$0.00		\$0.00
Office Survey Technician	Josh Miller	\$ 41.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	50%	\$20.50		\$0.00		\$0.00
Party Chief	Mark Smith	\$ 34.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$34.50		\$0.00
Field Survey Technician	Justin Mickiewicz	\$ 31.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$31.00
Senior Environmental Planner	Gray Rand	\$ 55.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Senior Scientist	Katie Carroz	\$ 49.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Project Administrator	Michelle Smith	\$ 29.34		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Project Accountant	Melissa Fleck	\$ 35.52		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
GIS Analyst	Kayla Kruse	\$ 42.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
HOURLY RATE			\$70.32		\$81.14		\$51.10		\$49.26		\$57.20		\$44.50		\$42.80		\$49.00		\$73.00		\$39.25		\$34.50		\$31.00	



City of Rathdrum City Council

Staff Report –Preliminary Plat and PUD

To: Rathdrum City Council
From: City of Rathdrum Planning and Zoning Administrator
Date of Report: July 1, 2020
Subject: Willow Creek Preliminary Re-Plat (Major Subdivision) and Planned Unit Development
Hearing Date: July 8, 2020

PROJECT INFORMATION

Applicant / Owner: Seneca Capital Partners, DBA Willow Creek MHP, LLC, 3001 Brighton Blvd. Ste 334, Denver, CO, 80216, for property owner, Idaho Contractors, 8601 N Hayden Pines Way, Hayden, ID.

Applicant's Representative: Representing the Applicants is Gordon Dobler, PE, Frame & Smetana, PA, 63 N 4th Street, Coeur d'Alene, ID 83814.

Site Information / Location of Project: The proposed Re-Plat and PUD is generally located to the southwest of Coeur d'Alene Street, southeast of the BNSF railroad tracks and north of Pine Street.

The property is a portion of Willow Creek Subdivision (135 of the originally platted 140 lots (so the proposal specifically excludes five (5) of the originally platted lots which are in separate ownership – Lots 1, 2 and 20, Block 6, and Lots 8 and 37, Block 2)). The project area is approximately 28.78 acres, including existing rights of way, or 22.01 acres excluding right of way area.

The Kootenai County Assessors Tax Parcel Number for the subject property (135 lots in common ownership) is R-9000-001-000-A. The legal description includes all of those lots within Willow Creek Subdivision, excluding those five (5) in separate ownership noted above, in the SE $\frac{1}{4}$ of Section 36, T52N, R5W, BM, Kootenai County, Idaho as shown within the Title Commitment submitted with the application.



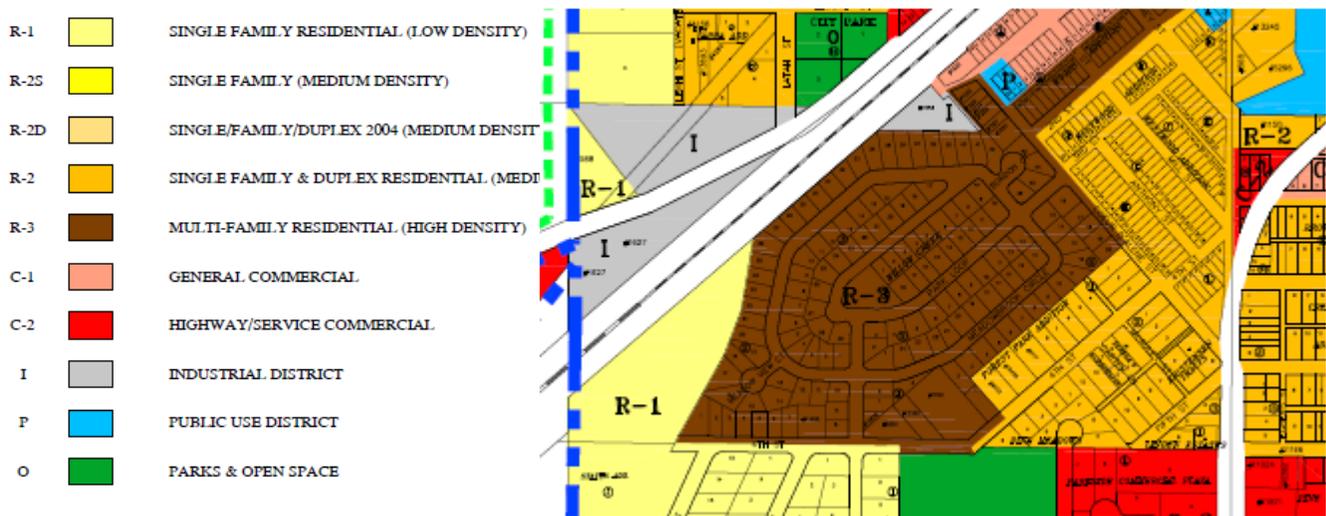
VICINITY MAP
NO SCALE

Zoning: The property is currently zoned R-3 (Residential Multifamily).

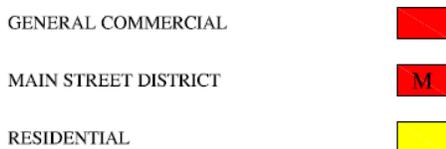
Adjacent Land Uses and Zoning:

Table 1

Northwest	NA	BNSF Railway
North	Industrial Zone	S&S Industries LLC
Northeast	R-3 Residential Multifamily	Single family homes
East	R-2 Residential	Single family homes
Southeast	R-2 Residential	Single family homes
South	R-1 Residential	Single family homes
West	R-1 Residential	Large lot single family home



Comprehensive Plan Designation: The Future Land Use Map identifies the site as General Commercial for the majority of the property and Residential for the remainder.



Existing Utilities and Infrastructure: Prior to platting of the original Willow Creek subdivision, private on-site water, sewer and stormwater infrastructure was installed with service connections for a total of 180 homes within the proposed Re-Plat / PUD area. There are five (5) additional homes located within the original Willow Creek subdivision which are not included in the subject property.

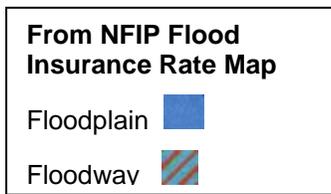
At the time of platting, subdivision infrastructure included approximately twenty four foot (24') wide internal streets within fifty foot (50) dedicated rights of ways, private water and sewer mainlines and laterals, and a single water meter to service the entire subdivision. Wastewater was originally accommodated through a private system which occupied approximately five (5) of the platted lots along the southwest property boundary of the subdivision. The subdivision was later connected to City sewer when such service became available in the early 90's and a private sewer lift station was constructed to service the subdivision. The previously utilized Imhoff septic tank and drain field were abandoned (but appears were not removed), and the private sewer lines were connected to the private lift station which pumps effluent to the City's utility. All on-site utility lines and lift station have remained in private ownership despite several efforts to transfer such infrastructure to the City. There are two fire hydrants located internal to the plat. This number is substandard - see Northern Lakes Fire Protection District comment letter within Exhibit C. The single water meter which was installed has been non-functioning for several years and utilities are currently billed at the minimum rate per occupied structure.

Vehicular access from Coeur d'Alene Street to the northeast of the subdivision is via Park Drive (Park Loop) and access to the south is gained via extension of Arbor Street. Internal streets include Meadow Brook Drive (Meadow Brook Circle), Willow View Court, and Bordon Court. All are maintained by the City.

History: In the late 1970's the owners of the property where Willow Creek Subdivision is now located brought several proposals for subdivision of the property to the Rathdrum City Council. They included a traditional 76-lot subdivision, a 180-lot mobile home park, and other variations of platting. After receiving a variety of preliminary plat approvals, the property owner installed infrastructure to accommodate 185 homes in 1979 (it is unclear if approval of this number of lots was ever discussed with the City). Following the installation of such infrastructure, however, the owner returned to the City Council with a revised plat for a 140-lot subdivision, which was ultimately approved and recorded on August 6, 1981. The existing utility infrastructure unfortunately was not revised to reflect the number of platted lots.

The Willow Creek plat was approved with modified setbacks (fifteen feet (15') front, five foot (5') side and ten foot (10') rear) in order to accommodate trailer / mobile / manufactured homes, the typical length of which would have encroached into typical setbacks for the platted lots. Two parking stalls were required per lot and could be gravel according to the preliminary plat approval discussions.

Following (or prior to) recording of the plat, it appears that approximately nine (9) mobile / manufactured homes and/or RVs were moved into the subdivision while in the ownership of the original developer. The location of these homes is unknown, however it appears that the number of homes within the subdivision was limited due to the fact that the City began adoption of FEMA flood regulations and NFIP flood mapping in early 1982. A majority of the subdivision was mapped within floodplain and approximately twenty (20) lots were mapped as entirely within or substantially effected by floodway. Despite protests and appeals of the property owner, the City's Floodplain Ordinance (Ordinance 281) was adopted in September of 1984. It also appears that during that period of time, several problems with the installed utility infrastructure were identified, and questions regarding who actually owned such infrastructure (and was required to maintain and repair it) was debated. The original developer then declared bankruptcy in or around October of 1984 and the subdivision was taken over by the bank.



The majority of the property within the original Willow Creek subdivision (all but 16 lots) was purchased from the bank on October 31, 1984 by Idaho Contractors. Following the purchase, the new owner quickly moved several more mobile / manufactured homes and several RVs into the subdivision and placed them according to the utility service locations and NOT the plat. This created several violations of setbacks and floodplain regulations and other problems within the subdivision. The first record identifying such problems within Willow Creek was within Council meeting records on November 19, 1985. Vacation of the plat was discussed as one possible solution.

Since purchase of the property by Idaho Contractors there has been a long and varied history of problems within the development, and many attempts and meetings with the owner by Council and City staff to try to resolve such problems. Issues have included, but are not limited to, requiring hookup to City sewer, ownership and maintenance of the water and sewer utilities interior to the subdivision, non-payment of utility connection and service fees, more mobile homes within the plat than lots, RVs being illegally occupied and connected to utilities, zoning and floodplain violations, and non-issuance of setting permits for new homes (owner not obtaining and City filing injunction to not allow more dwellings). In several instances the City has sought injunction or filed suit against the owner. City discussions with the owner have repeatedly included possible vacation of the plat or filing for variance to attempt to resolve some of the violations.

On May 1st, 1996 the owner applied for a Variance of the zoning ordinance (Ord. 271 – sections not specified). Such Variance was not approved by the Council, however, “Alternatives” were provided to the owner to attempt to resolve violations and problems. Of the two alternatives provided, Idaho Contractors agreed in a letter to the City dated August 23, 1996 to accept “Alternative 2” as follows: 1) The Willow Creek Mobile Home Park will be recognized as a 187-unit mobile home park with the current lot structure. The sponsor will improve the dike to meet FEMA standards and Corps of Engineer approval. This will, in effect, eliminate the floodway/plain problem and allow the offending units to stay in the park; 2) The sewer system within the park will remain under private ownership unless the system is brought up to the current City standards; and 3) Spaces within the “Willow Creek Mobile Home park” shall not be rented to recreational vehicles.

Following acceptance of “Alternative 2”, it appears that Idaho Contractors did not comply with the

requirements of the alternative as it is noted in a letter by City Planner, Jan Hale, dated October 2, 1997 that the City will not issue setting permits until an agreement is met on zoning violation issues. There is also no record that improvement of the dike was completed in compliance with FEMA and ACOE standards and records indicated that several more RVs were moved into the subdivision. In a letter from Planner Hale dated May 28, 2002 the City requested removal of several RVs which have been illegally moved into the park.

Over time lots within the subdivision have been bought and sold by Idaho Contractors and other parties resulting in the current condition in which Idaho Contractors owns all but five (5) of the originally platted lots. All but one of the RVs which were illegally moved into the park have been removed, and City staff has developed policy to deal with setting permits for new homes within the subdivision, as attached in Exhibit A. The intent of the policy is to correct zoning and floodplain violations and ensure new units placed within the subdivision meet current City Code. The net result has been that no new homes have been permitted to be placed within the subdivision since 2015. The property within the proposed Re-Plat / PUD is currently occupied by approximately 164 mobile or manufactured homes and one (1) RV (165 dwellings in 135 lots).

In addition to the plat, setback, home number and floodplain violations and utility problems, other issues identified within the subdivision include, but are not limited to:

1. The “park” at the southwest end of current Block 4 which is in the ownership of Idaho Contractors has not been maintained by the owner. The playground equipment and courts are in disrepair and there is no attractive common space within the subdivision for use by tenants / owners.
2. The owner has not maintained vacant lots / spaces in a clean, aesthetic condition. Weeds, garbage / refuse and overflow parking of vehicles has been noted within vacant spaces. Please note that beginning in April of this year (2020), the current ownership did make an effort to improve these vacant spaces.
3. The property owner and/or individual mobile / manufactured homeowners have not obtained permitting of structural additions and alterations which have been constructed on many of the homes within the development (number undetermined at this time). Items such as added entryways (both open and enclosed), shed roofs, room extensions, etc. have not been permitted. Such have multiplied over time without enforcement or resolution. In addition to many of these additions and alterations being visually unappealing, many have aggravated zoning violations and created violations of building Code as well as safety concerns.
4. Accessory structures have also proliferated within the subdivision, many of which do not adhere to setbacks and other requirements. There are, in some cases, multiple accessory structures utilized by a single home, and the number and appearance of these structures has created contributed to visual clutter / crowding of property within the development.
5. There are several non-licensed, abandoned and/or non-functioning vehicles, personal RVs and boats within the development. Many are parked within the required parking stalls and/or in yards on the grass. There are also functioning RVs and boats which are parked within required parking stalls.
6. The owner has not enforced rules within the development requiring tenants to maintain structures and leased space. A majority of the homes within the development have one or more issues including boarded up or tarped areas, additions and roofs in disrepair, fences and outbuildings falling down, faded and peeling paint, and yards and landscaping not maintained.
7. Animals running at large.
8. Parking within rights of way and outside of dedicated driveways, combined with the substandard road width contributes to safety / emergency response concerns and makes plowing by City personnel within the subdivision difficult.
9. Additional fire hydrants within the subdivision are necessary (see Northern Lakes Fire Protection

District comment letter within Exhibit C).

10. There are several lots adjacent to Coeur d'Alene Street with problems as discussed above. This is of additional concern to some due to the use of Coeur' d'Alene Street as a primary route from Highway 41 into the downtown district creating an unwelcoming entrance to downtown.
11. Calls for service received by the Rathdrum Police Department within the subdivision (properties addressed on Bordon Court, Meadow Brook, Park Loop, parts of Coeur d'Alene Street and part of 4th Street) are more than double those received for adjacent areas (State Street, Parkway Street, Larch Street, Roth Court and half of 4th Street addresses) - over 355 calls in 2019 in Willow Creek vs. 109 in adjacent area (see RPD comment letter and attachment in Exhibit C).

Request: The Applicant, who is within a contingency period of a contract purchase agreement with Idaho Contractors, is requesting approval to Re-Plat the 135 lots of Willow Creek subdivision owned by Idaho Contractors, with a Planned Unit Development (PUD) overlay. The Preliminary Plat and Planned Unit Development permit applications are being processed concurrently as a single project. The intent of the Re-Plat and PUD are to resolve most of the zoning violations by removing the underlying individual lot lines and consolidating the property into eight (8) new lots (not including the 5 lots in separate ownership) with multiple mobile / manufactured homes on each lot. This is allowed within the Multifamily Residential zone district. The Re-Plat and PUD would further resolve floodplain / floodway issues, allowing some currently vacant (previously occupied) "home sites" to be utilized and also allow the addition of new manufactured homes to be placed within the re-platted subdivision through deviation of specific City standards. This proposal is being processed as a PUD as there are currently no specific provisions within City Code for manufactured home parks.

A Planned Unit Development is designed to permit building and development flexibility which may consist of individual lots or it may have common building sites. Such is the proposal in this case where they are proposing multiple "home sites" on seven (7) of the re-platted lots. Common open space for recreational purposes may be an element of the development. This proposal includes common open space on the eighth (8th) lot – the .6 acre "park" lot. Such developments are allowed in conformance with Rathdrum City Code (RCC) Title 11, Ch. 4 §F.

As part of the proposed Re-Plat the Applicant is requesting allowance of up to 182 "home sites" within the re-platted portion of the Willow Creek Subdivision (not including the five (5) lots in separate ownership). This is an "addition" of seven (7) "home sites". These will be accommodated within the abandoned septic and drain field area along the southeast perimeter of the property. In addition, the Applicant is proposing that six (6) of the existing "home sites" which were either utilized / occupied in the past and/or provided with utility connections be combined into three (3) sites, resulting in a net increase of four (4) "home sites" more than have been previously utilized / occupied or provided utilities within the subject property – see Exhibit B, Appendix A Page 1. The underlying Multifamily Residential R-3 zoning allows for up to 26 residential dwellings per acre. The allowed project density for the area pursuant to the current zoning is approximately 636 dwellings within the 22.01 acres (excluding right of way) within this project area. The proposal is well within the allowed density for the zone district at only 182 dwellings (approximately 8.3 units per acre).

New utility connections will need to be installed to accommodate these new "home sites", along with new driveways and landscaping.

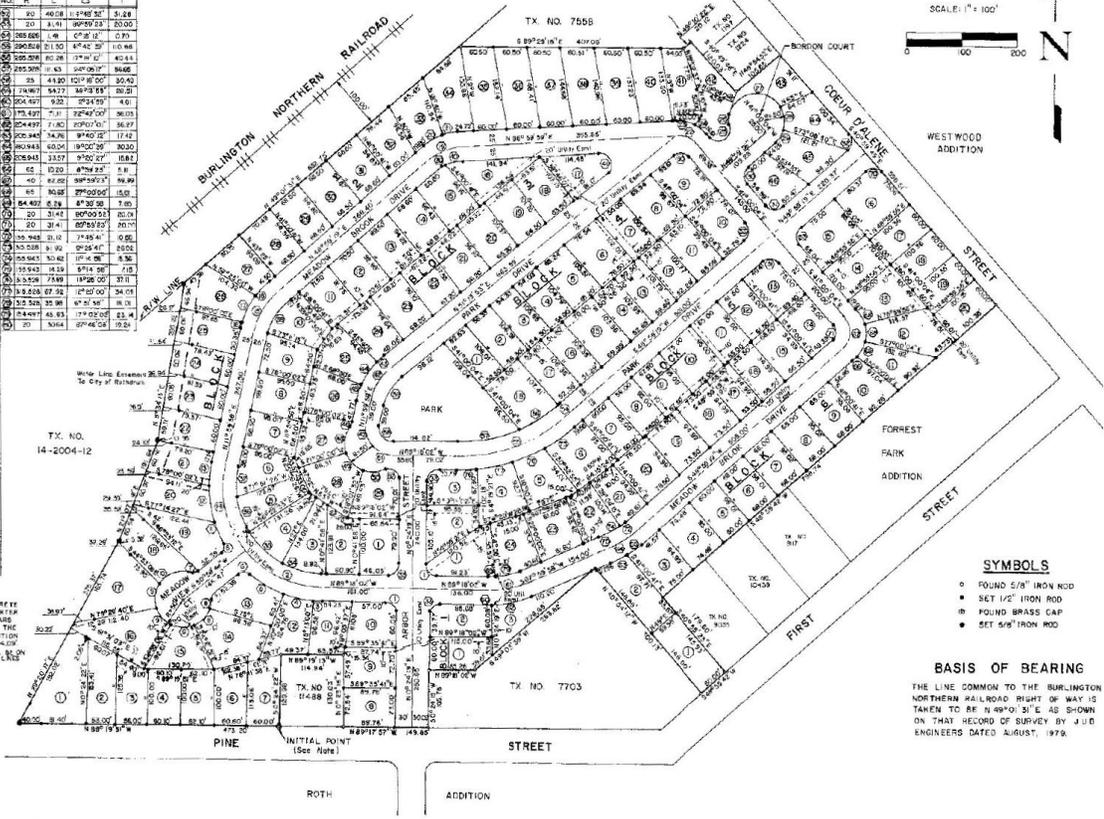
Existing and proposed plats:

Existing Plat

NO.	R.	L.	Δ	T.	NO.	R.	L.	Δ	T.	
1	20	31.23	89°42'17"	19.80	20	80	40.08	11°46'52"	31.28	
2	190	17.98	50°17'50"	84.47	21	20	41.41	89°49'23"	20.00	
3	175	16.81	27°11'07"	80.93	22	165	68.18	0°52'11"	17.91	
4	252	34.88	159°17'00"	24.30	23	290	21.50	8°42'50"	110.84	
5	218	21.78	89°46'28"	24.30	24	205	80.28	17°41'07"	42.41	
6	22	17.98	170°21'27"	13.33	25	205	58.43	22°06'07"	84.67	
7	30	17.45	40°52'48"	9.33	26	23	43.90	101°18'00"	20.90	
8	50	12.23	40°00'54"	9.33	27	240	54.77	84°32'18"	20.21	
9	50	43.43	170°00'00"	24.30	28	204	9.20	22°24'00"	4.07	
10	50	17.91	89°49'28"	36.48	29	44	7.71	22°24'00"	16.53	
11	208	30.58	8°36'39"	15.50	30	204	47.71	23°07'00"	36.27	
12	208	27.91	18°45'58"	25.98	31	204	14.76	8°40'27"	17.42	
13	202	4.94	170°00'00"	11.67	32	204	10.24	170°00'00"	30.20	
14	180	140.24	81°07'07"	65.89	33	204	33.57	9°20'27"	18.82	
15	130	85.93	26°19'27"	43.48	34	62	10.20	8°28'23"	5.18	
16	130	94.67	27°12'28"	43.48	35	46	81.26	89°49'23"	56.49	
17	133	53.02	18°32'58"	74.77	36	45	90.26	22°00'00"	13.01	
18	152	37.26	17°49'18"	18.79	37	84	40.21	8°30'30"	11.03	
19	100	30.70	170°00'00"	47.50	38	20	31.41	80°00'00"	20.01	
20	100	40.98	20°24'07"	12.78	39	20	31.41	80°00'00"	20.01	
21	103	28.71	89°33'30"	4.46	40	20	31.41	80°00'00"	20.01	
22	40	36.20	87°39'27"	9.71	41	10	53.81	81.92	0°28'47"	15.02
23	43	17.44	120°00'00"	9.33	42	10	53.81	81.92	0°28'47"	15.02
24	43	11.50	87°00'00"	10.06	43	10	53.81	81.92	0°28'47"	15.02
25	40	54.58	154°30'56"	16.90	44	10	53.81	81.92	0°28'47"	15.02
26	40	76.81	101°00'00"	13.44	45	10	53.81	81.92	0°28'47"	15.02
27	30	117.45	131°30'00"	10.40	46	10	53.81	81.92	0°28'47"	15.02
28	30	43.80	49°21'07"	23.24	47	10	53.81	81.92	0°28'47"	15.02
29	20	24.91	170°00'00"	10.00	48	10	53.81	81.92	0°28'47"	15.02
30	20	14.43	89°00'00"	10.00	49	10	53.81	81.92	0°28'47"	15.02
31	20	30.55	50°17'50"	20.00	50	10	53.81	81.92	0°28'47"	15.02
32	155	52.80	30°40'00"	43.90	51	10	53.81	81.92	0°28'47"	15.02
33	175	16.81	27°11'07"	80.93	52	10	53.81	81.92	0°28'47"	15.02
34	175	16.81	27°11'07"	80.93	53	10	53.81	81.92	0°28'47"	15.02
35	175	16.81	27°11'07"	80.93	54	10	53.81	81.92	0°28'47"	15.02
36	175	16.81	27°11'07"	80.93	55	10	53.81	81.92	0°28'47"	15.02
37	175	16.81	27°11'07"	80.93	56	10	53.81	81.92	0°28'47"	15.02
38	175	16.81	27°11'07"	80.93	57	10	53.81	81.92	0°28'47"	15.02
39	175	16.81	27°11'07"	80.93	58	10	53.81	81.92	0°28'47"	15.02
40	175	16.81	27°11'07"	80.93	59	10	53.81	81.92	0°28'47"	15.02
41	175	16.81	27°11'07"	80.93	60	10	53.81	81.92	0°28'47"	15.02
42	175	16.81	27°11'07"	80.93	61	10	53.81	81.92	0°28'47"	15.02
43	175	16.81	27°11'07"	80.93	62	10	53.81	81.92	0°28'47"	15.02
44	175	16.81	27°11'07"	80.93	63	10	53.81	81.92	0°28'47"	15.02
45	175	16.81	27°11'07"	80.93	64	10	53.81	81.92	0°28'47"	15.02
46	175	16.81	27°11'07"	80.93	65	10	53.81	81.92	0°28'47"	15.02
47	175	16.81	27°11'07"	80.93	66	10	53.81	81.92	0°28'47"	15.02
48	175	16.81	27°11'07"	80.93	67	10	53.81	81.92	0°28'47"	15.02
49	175	16.81	27°11'07"	80.93	68	10	53.81	81.92	0°28'47"	15.02
50	175	16.81	27°11'07"	80.93	69	10	53.81	81.92	0°28'47"	15.02
51	175	16.81	27°11'07"	80.93	70	10	53.81	81.92	0°28'47"	15.02
52	175	16.81	27°11'07"	80.93	71	10	53.81	81.92	0°28'47"	15.02
53	175	16.81	27°11'07"	80.93	72	10	53.81	81.92	0°28'47"	15.02
54	175	16.81	27°11'07"	80.93	73	10	53.81	81.92	0°28'47"	15.02
55	175	16.81	27°11'07"	80.93	74	10	53.81	81.92	0°28'47"	15.02
56	175	16.81	27°11'07"	80.93	75	10	53.81	81.92	0°28'47"	15.02
57	175	16.81	27°11'07"	80.93	76	10	53.81	81.92	0°28'47"	15.02
58	175	16.81	27°11'07"	80.93	77	10	53.81	81.92	0°28'47"	15.02
59	175	16.81	27°11'07"	80.93	78	10	53.81	81.92	0°28'47"	15.02
60	175	16.81	27°11'07"	80.93	79	10	53.81	81.92	0°28'47"	15.02
61	175	16.81	27°11'07"	80.93	80	10	53.81	81.92	0°28'47"	15.02
62	175	16.81	27°11'07"	80.93	81	10	53.81	81.92	0°28'47"	15.02
63	175	16.81	27°11'07"	80.93	82	10	53.81	81.92	0°28'47"	15.02
64	175	16.81	27°11'07"	80.93	83	10	53.81	81.92	0°28'47"	15.02
65	175	16.81	27°11'07"	80.93	84	10	53.81	81.92	0°28'47"	15.02
66	175	16.81	27°11'07"	80.93	85	10	53.81	81.92	0°28'47"	15.02
67	175	16.81	27°11'07"	80.93	86	10	53.81	81.92	0°28'47"	15.02
68	175	16.81	27°11'07"	80.93	87	10	53.81	81.92	0°28'47"	15.02
69	175	16.81	27°11'07"	80.93	88	10	53.81	81.92	0°28'47"	15.02
70	175	16.81	27°11'07"	80.93	89	10	53.81	81.92	0°28'47"	15.02
71	175	16.81	27°11'07"	80.93	90	10	53.81	81.92	0°28'47"	15.02
72	175	16.81	27°11'07"	80.93	91	10	53.81	81.92	0°28'47"	15.02
73	175	16.81	27°11'07"	80.93	92	10	53.81	81.92	0°28'47"	15.02
74	175	16.81	27°11'07"	80.93	93	10	53.81	81.92	0°28'47"	15.02
75	175	16.81	27°11'07"	80.93	94	10	53.81	81.92	0°28'47"	15.02
76	175	16.81	27°11'07"	80.93	95	10	53.81	81.92	0°28'47"	15.02
77	175	16.81	27°11'07"	80.93	96	10	53.81	81.92	0°28'47"	15.02
78	175	16.81	27°11'07"	80.93	97	10	53.81	81.92	0°28'47"	15.02
79	175	16.81	27°11'07"	80.93	98	10	53.81	81.92	0°28'47"	15.02
80	175	16.81	27°11'07"	80.93	99	10	53.81	81.92	0°28'47"	15.02
81	175	16.81	27°11'07"	80.93	100	10	53.81	81.92	0°28'47"	15.02

NOTE: 1. A BRASS CAP SET IN OCCURRENCE FROM BORDON COURT, EAST GARDNER COURT, WEST GARDNER COURT, AND THE NORTHEAST CORNER OF BLOCK 1, SHALL BE RELIABLE AS TO BEING IN PLACE. 2. A "W" MARKED SURVEY POINT SHALL BE EXCEPT AS SHOWN ON PLAT.

WILLOW CREEK
A PORTION OF THE SE 1/4 OF SEC. 36,
T52N, R5W, B.M., RATHDRUM, KOOTENAI COUNTY, IDAHO



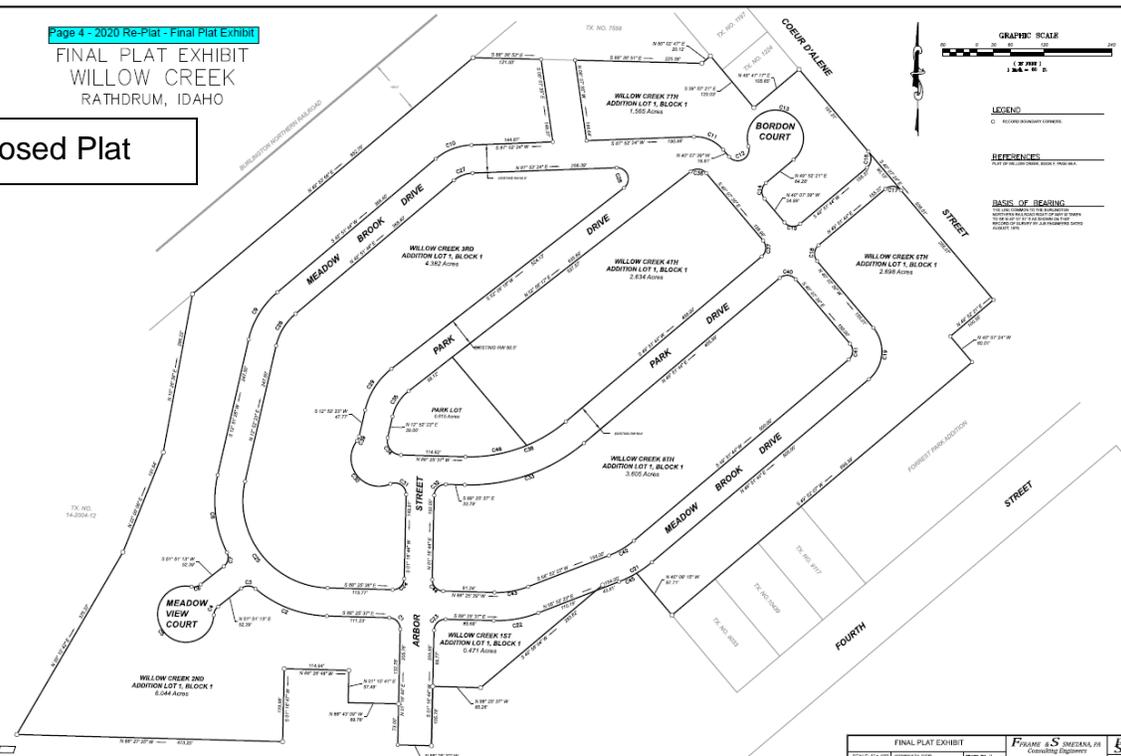
SYMBOLS
 ○ FOUND 5/8" IRON ROD
 ● SET 1/2" IRON ROD
 ○ FOUND BRASS CAP
 ● SET 5/8" IRON ROD

BASIS OF BEARING
 THE LINE COMMON TO THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY IS TAKEN TO BE N 89°01'31"E AS SHOWN ON THAT RECORD OF SURVEY BY JUB ENGINEERS DATED AUGUST, 1974.

Page 4 - 2020 Re-Plat - Final Plat Exhibit

FINAL PLAT EXHIBIT
WILLOW CREEK
RATHDRUM, IDAHO

Proposed Plat



LEGEND
 ○ FILLING EXISTING LOT

REFERENCES
 1. PLAT NO. 14-2004-12

BASIS OF BEARING
 THE LINE COMMON TO THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY IS TAKEN TO BE N 89°01'31"E AS SHOWN ON THAT RECORD OF SURVEY BY JUB ENGINEERS DATED AUGUST, 1974.

FINAL PLAT EXHIBIT
 SCALE: 1" = 100'
 F. J. & S. ENGINEERS, P.A.
 CONSULTING ENGINEERS
 1000 W. 10TH ST. STE. 100
 RATHDRUM, IDAHO 83858

Once re-platted, the proposed 182 “home sites” will be located as follows (also shown within Exhibit B, Appendix A, Page 5):

Table 2

New Lot Number	New Lot Area	Number of Proposed Residences	Average Home-Site Area
Lot 1	.47 Acres	4	5,129 SF
Lot 2	6.04 Acres	44	5,984 SF
Lot 3	4.38 Acres	41	4,656 SF
Lot 4	3.25 Acres	22	6,433 SF
Lot 5	3.61 Acres	35	4,487 SF
Lot 6	2.7 Acres	24	4,897 SF
Lot 7	1.57 Acres	12	5,681 SF
Total	22.01 Acres	182	5,269 SF

The 8th lot is the .6-acre park. Homes are not to be placed within this lot.

For comparison to the proposed average home site areas proposed, the City Council recently approved the Thayer Farms PUD with minimum individual lot sizes of 5,210 square feet, based on the recommendation of the Commission.

Within the PUD overlay, the applicant proposes to make physical improvements to the area to address safety and aesthetics as follows:

1. Improvement of the .6 acre “park” to create resident open space / recreation area with a 10’ x 10’ gazebo, a picnic table, one or two BBQs, a children’s play structure, basketball court, shade trees and open play field. Existing structures, courts, etc. are to be removed. Gravel parking may also be incorporated into the park area with two spaces accessed from the south side, and two from the north side.
2. Installing new gravel parking areas, limited to two or three parking spaces per dwelling, and removal of existing over-graveled areas with replacement with topsoil and grass at each “home site”.
3. Planting of City approved street trees along Coeur d’Alene Street south of Park Loop Drive within newly created yards separating parking areas.
4. Installation of a six-foot tall white vinyl privacy fence along Coeur d’Alene Street north of Park Loop Drive.
5. Installation of new entry signage to the development and directional signage within the development (not specified / depicted within application materials).
6. Upgrade / replacement of mailboxes adjacent to the “park” area.
7. Demolition of the Imhoff tank (abandoned septic tank) and other abandoned sewer infrastructure within the development, as necessary / required for placement of new homes.
8. Institution of a “Paint Program” to work with residents to paint structures by offering free or low-cost paint.

The Applicant also asserts that they will provide enhanced management of the development through a possible on-site manager to be hired through an established residential management company, and by instituting and enforcing new community rules (see Exhibit B, Appendix C within the application materials). Such rules include, but are not limited to: requiring yard maintenance and mowing, allowing limited outdoor storage, requiring visible address numbers, requiring window treatments – ex. curtains, draperies and blinds – and prohibiting window coverings such as towels and blankets, limiting new accessory storage buildings to one per home site to match the primary structure, maintaining buildings, disallowing non-operational and non-licensed vehicles, prohibiting parking on lawns, limiting the number of “authorized” vehicles pursuant to the rental agreement for each home site, and placing requirements and restrictions for pets. The Applicant has also stated that they will prohibit RVs and trailers within the development. The Applicant is asking that specific rules not be included within the PUD approval to allow for flexibility and updates over time.

The Applicant is not proposing to remove, correct, or alter any existing structures within the development.

The Applicant is requesting deviation from City Code as follows (please note that the Table provided by the Applicant within Exhibit A, Appendix B is not as comprehensive as found herein):

Table 3

<u>Code Requirement / Section</u>	<u>Proposed Deviation</u>
9-4-1 – 9-4-17 Development Impact Fee – all.	Deviation to limit required fees to four (4) new home sites – the net gain of new utility connections after discontinuance of three of the existing “home site” utility services.
11-4A-4 (F), R-3 Residential District, Lot Area, Density and Setback Provisions:	
1. Minimum lot area: Six thousand (6,000) square feet plus one thousand five hundred (1,500) square feet per each additional dwelling unit over one.	NA. Proposed lots will exceed the minimum area. The smallest proposed platted lot is 20,473 SF in area.
2. Maximum lot width to depth ratio: 1:2.5.	Deviation to allow seven (7) consolidated building lots or “super blocks” proposed as shown within the application which will exceed the ratio.
3. Minimum front yard: Twenty feet (20') measured from edge of street right of way to front of building.	Deviation to allow minimum five feet (5') front yard setback for new structures. Various existing structures which may be less than 5' are requested to be grandfathered-in as long as they remain. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.
4. Minimum side yard: Six feet (6') wide.	Deviation to allow zero feet (0') side yard setbacks from property lines for new structures. Various existing structures are requested to be grandfathered-in as long as they remain. * See proposed standard following this section below.
5. Minimum side yard flanking street of corner lot: Twenty feet (20') from street right of way.	Deviation to allow zero feet (0') for new structures. Various existing structures are

	requested to be grandfathered-in as long as they remain. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.
6. Minimum rear yard: Ten feet (10') deep.	Deviation to allow five feet (5') rear yard setbacks from property lines for new structures. Various existing structures are requested to be grandfathered-in as long as they remain. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G. * See proposed standard following this section below.
7. Maximum building height: Thirty-five feet (35') in height.	NA. No deviations are requested.
8. Maximum lot coverage: Thirty five percent (35%)	Deviation to waive / modify the maximum lot coverage standard by limiting the number of dwelling units per lot and their setbacks from one another as found within the application materials.
9. Minimum size for a single-family dwelling unit: Six hundred (600) square feet.	Deviation to allow 256 square feet minimum dwelling size so that 8' x 32' "Park Model" homes can be utilized.
10. Minimum driveway requirements: Twenty-five feet (25') in length, excluding sidewalks.	Deviation to allow minimum twenty-feet (20'), with part of said length to be located within right of way.
11. Setback requirements must be measured from legally established property line.	NA. No deviations are requested.
	* The Applicant is requesting that homes within the re-platted area be separated from one another by ten feet (10').
11-4A-4 (G), Residential District, Parking: See chapter 5 of this title.	Deviation is requested as found herein for RCC 11-5. Please also see the parking schematic within Exhibit B, Project Narrative, Page 14.
11-5-1, General Provisions and Performance Standards, General Standards:	
A. Right of way / Frontage Improvements: The following improvements are required along all adjacent and abutting rights of way or frontages of all land when it is developed. 1) Engineered stormwater management, 2) Improved driveway approaches, 3) Sidewalks and/or pathways, 4) Other frontage improvements.	Deviation to waive / modify the requirements of this section is requested. The subdivision frontage improvements were developed in 1979 and are to be unchanged, including for new "home-sites". Stormwater infrastructure is in place for the subdivision, driveway approaches are requested to be modified to gravel as discussed herein, no sidewalks or pathways are present or proposed, limited street trees are proposed along a portion of Coeur d'Alene

	Street. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.
B. Points of Access: shall be constructed and maintained under approved design. 1) Fifty percent (50%) of the lot's frontage shall be retained in stormwater swales or planting strips, 2) Approaches shall meet width, separation and setback standards.	Deviation to modify the requirements of this section is requested. The Applicant proposes to install new driveways as shown within Exhibit B, Project Narrative, Page 14 and recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.
C. Visibility at Intersections: Structures on corner lots shall be located 25 feet (25') from property corners.	Deviation to waive the requirements of this section is requested. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.
D. General Provisions for Fencing: Allowed types, heights and required maintenance.	NA. No deviations are requested. Various existing fences are requested to be grandfathered-in as long as they remain.
E. Architectural projections: Open structures such as porches, canopies, balconies, platforms, covered patios and similar architectural projections shall be considered part of the building and shall not encroach into the required side or rear setbacks more than one-third ($\frac{1}{3}$) the setback distance from the property line or across the property line where no setbacks are required. Eaves shall not encroach into required front, side or rear setbacks more than twenty four inches (24") or across the property line where no setbacks are required.	NA. No deviations are requested. Various existing structures are requested to be grandfathered-in as long as they remain. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.
F. Stormwater Management	NA. No deviations are requested. An existing stormwater system was installed at the time of original plat infrastructure in 1979, appears to be functional, and is requested to be grandfathered-in.
G. Hazards / Nuisances	NA. No deviations are requested.
H. Earthmoving Activity	NA. No deviations are requested.
11-5-1, General Provisions and Performance Standards, Residential Standards:	
A. Multi-Family Residential Use Standards: Multi-family residential uses of five (5) or more dwelling units shall be required to meet commercial development and performance standards related to site plan reviews and	Deviation to waive the requirements of this section is requested. Lots two (2) through seven (7) are proposed to have more than five (5) dwelling units per lot. The Applicant is requesting that the modified residential

<p>required site improvements, frontage improvements, parking, maneuvering, landscaping and buffering, and trash receptacles as detailed in section 11-5-3 of this chapter and as otherwise required by this code.</p>	<p>standards as discussed herein be applied to the entire development and that the City accept the existing infrastructure.</p>
<p>B. Residential Landscaping: It is the intent of this section to protect and preserve the appearance, character and value of surrounding neighborhoods. Residential development should complement the visual character of the landscape and not cause visual deterioration or destruction so as to be an asset to the community. Minimum requirements are set forth below:</p>	<p>Deviation to modify the requirements of this section is requested as found below. The Applicant also requests that such modified standards apply to the entire development.</p>
<p>1. a. Not more than fifty percent (50%) of any yard adjacent to, fronting on or flanking a street shall be impervious surfacing, including but not limited to pavement (concrete, asphalt) pavers and gravel. Such surfacing shall exclude public sidewalks / pathways and private pathways of up to five feet (5') in width which provides entrance to the dwelling(s) on the property. Provisions for maintaining stormwater on the property shall be provided for all impervious surfaces.</p>	<p>Deviation to allow for modified impervious surfacing for parking areas is requested as shown within Exhibit B, Project Narrative, Page 14, and recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G. Stormwater infrastructure for the development is existing and no public sidewalks or pathways are existing or proposed.</p>
<p>1. b. Any yard adjacent to, fronting on or flanking a street which is not covered with impervious surfacing shall be landscaped.</p>	<p>NA. No deviations are requested.</p>
<p>1. c. "Landscaped," "landscaping" or "landscaped area" shall mean that area of land covered with at least seventy-five percent (75%) living vegetative material such as lawn grass, ground cover, trees, shrubs, vegetables and flowers, and which may incorporate up to twenty-five percent (25%) ornamental landscaping materials.</p> <p>i. Ornamental landscaping materials which may be utilized include round or irregular rock which allows for water infiltration, boulders, landscape bark (note that the City recommends landscape bark should not be located within five feet (5') of structures to reduce fire hazard) and mulch, including rubber mulch. Rock or unwashed/unscreened gravel with "fines" (finely crushed or powdered material) and artificial turf shall not be utilized.</p> <p>ii. Installation of landscaping shall</p>	<p>NA. No deviations are requested.</p>

<p>include preventive measures intended to reduce the necessary maintenance activities, particularly the incidence of weed growth.</p> <p>iii. Xeriscape landscaping may be utilized to reduce the required vegetated area to fifty percent (50%) upon City approval of a detailed landscape plan which demonstrates compliance with the "City of Rathdrum Xeriscape Guide" as adopted by the city council and subject to the other provisions of this Chapter.</p>	
<p>1. d. Trees: One tree shall be planted within each yard area of each public street frontage of each residential lot. One tree shall be planted for each dwelling unit's public street frontage for duplex lots. Trees may be planted in stormwater swale/treatment areas only when they do not interfere with the drainage function of the swale / treatment area.</p> <p>Required landscape trees shall be trees selected from the landscape standards manual adopted by the city council and shall have a minimum size at time of planting as follows: (Table provided within Code). Existing trees on a site should be retained to the maximum extent possible. Credit may be given for incorporating existing trees into the landscaping design if it meets the intent of this section.</p>	<p>Deviation to allow existing "home sites" to be excluded from this standard is proposed. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.</p>
<p>2. A permanent, underground and automatic irrigation system including an approved backflow prevention device shall be installed and permanently maintained in all required landscaped areas for new residential development.</p>	<p>Deviation to exclude this requirement is requested. There are no existing sprinkler systems within the development and none are proposed.</p>
<p>3. It is the responsibility of the property owner or tenant to ensure all lawn and landscaped areas shall be continuously maintained in a healthy growing condition, which shall be a pest-free condition (free of harmful insects, diseases, and weed infestations). If living tree, shrub and/or other plant materials are damaged or destroyed by any means, they shall be replaced with suitable materials in suitable quantities. The property owner or tenant shall ensure that lawn grass height does not exceed ten inches (10") in height</p>	<p>NA. No deviations are requested.</p>

<p>and that other vegetation is maintained to prevent intrusion into right-of-way or adjacent property. No vehicle, trailer, recreational vehicle or structure shall be placed, parked or stored within any required lawn or landscaped area.</p>	
<p>4. Certificate Of Occupancy: No certificate of occupancy shall be issued until replacement of topsoil and planting of required trees has been completed, except where a "provisional certificate of occupancy" is approved.</p>	<p>Deviation from the requirement to plant trees is requested as found above. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.</p>
<p>5. Provisional Certificate Of Occupancy: The administrator may authorize a delay in the completion of landscaping or tree planting due to causes beyond the control of the developer provided an appropriate performance surety in the amount of one hundred fifty percent (150%) of cost estimates for the required installation is in place. In no event shall a final certificate of occupancy be issued until all required improvements have been constructed in accordance with accepted standards.</p>	<p>NA. No deviations are requested.</p>
<p>6. Administrative relief of landscaping requirements may be granted by the administrator based on standards detailed in RCC 11-5-3 A5; however, additional landscaping provisions may be required.</p>	<p>NA. No deviations are requested.</p>
<p>C. Residential Driveways, Approaches And Parking Requirements: Residential driveways, approaches and parking shall meet the following standards:</p>	
<p>1. Not more than fifty percent (50%) of the lot frontage shall be driveway or impervious surfacing (including gravel) as found in B.1.a. of this Chapter.</p>	<p>Deviation to waive / modify the requirements of this section is requested. Driveways to accommodate up to 3 cars, side by side, of at least 27-feet in width are requested (excluding 3-foot wings), while the minimum landscape area between driveways is proposed at only 20-foot minimum. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.</p>
<p>2. Driveway Length: Residential driveways shall be a minimum of twenty five feet (25') in length, or shall be paved to the front of the garage, whichever is greater, exclusive of</p>	<p>Deviation to allow driveways of a minimum of twenty feet (20') in length, partially located in right of way is requested. There are no sidewalks or pathways present or proposed.</p>

any sidewalk or pathway.	Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.
3. Approach: Only an approved approach as described within this title shall be utilized to access property from right-of-way. Vehicles shall not cross over stormwater drainage easements and/or planting strips, unreinforced sidewalks, or other areas not permitted and intended as paved driving or parking surface.	Deviation to allow gravel approaches and driveways is requested. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.
4. Driveway Width: The minimum driveway width shall be ten feet (10') of driving surface and the maximum driveway width within the approach, stormwater swale/landscape strip and sidewalk area shall be thirty feet (30') of driving surface, plus six feet (6') for wings.	NA. No deviations are requested. Driveway widths would be limited to thirty feet (30') width within right of way – the maximum proposed width per parking area is twenty seven feet (27'), plus wings. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.
5. Off Street Parking: A minimum of two (2) off street parking spaces shall be provided per single-family residential dwelling unit. Driveways meeting standards set forth herein constitute parking space(s), however, garages shall not constitute a parking space(s) for the purpose of this requirement. Parking shall not block sidewalks or pathways.	Deviation of driveway specifications to allow gravel is requested for provision of parking stalls. A minimum of two (2) stalls per dwelling are proposed. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.
D. Alternate Approach Standards For Duplexes:	NA. No deviations are requested.
E. Corner Lot Yard Definition And Setback Interpretation:	Deviation to waive / modify the requirements of this section is requested as found within RCC 11-4A-4 (F) (5) above. Non-traditional lot and structure configuration is proposed.
F. Conversion Of Dwelling To More Units:	NA. No deviations are requested.
G. Parking And Storage Of Unlicensed And Recreational Vehicles: Automotive vehicles of any kind or type without current license plates, non-operational vehicles, recreational vehicles, boats or trailers shall not be parked for more than forty-eight (48) hours or stored in the required parking area or required front yard and/or yard adjacent to a flanking street on any residentially zoned property. No recreational vehicle, boat or trailer of any description whatsoever which is unlicensed or non-operational shall be stored on a residential lot	NA. No deviations are requested. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.

<p>other than in a completely enclosed building or carport, with the exception that one (1) unlicensed boat and one (1) unlicensed travel trailer may be stored in an interior side yard (not a required flanking side yard) or rear yard.</p>	
<p>H. Garages:</p>	<p>Deviation to waive the requirements of this section is requested. No garages are present for existing dwellings, nor proposed for new dwellings.</p>
<p>I. Accessory Structures: Residential accessory structures present recurring issues concerning their relationship with surrounding land uses. The following performance standards shall apply in addition to all other provisions of this title: Shall not be located in front yard or street side yard, allowance of exceptions to setbacks for side and rear property lines based on size, size limits, height limits and right of way improvements for vehicular access.</p>	<p>NA. No deviations are requested. Various existing structures (sheds) are requested to be grandfathered-in as long as they remain. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.</p>
<p>J. Home Occupation:</p>	<p>NA. No deviations are requested.</p>
<p>K. Manufactured Homes: Manufactured homes shall be considered single-family dwellings and shall be permitted as a principal use in all residential districts. Manufactured homes placed in any residential district shall be subject to all residential standards set forth in this title and title 9, "Building Regulations", of this code. 1. Development Standards For Manufactured Home On Individual Lot: The following standards are in addition to those applicable in the zoning district where a manufactured home is located:</p>	
<p>a. Shall be designed for long term use by a residential household, contain a kitchen, bath, living and sleeping facilities, be multi-sectional and meet minimum square foot, bulk and setback requirements for the zoning district.</p>	<p>Deviation is requested to allow single-section manufactured homes which meet the minimum square foot, bulk and setback requirements as discussed herein (may include deviation). Various existing structures are requested to be grandfathered-in as long as they remain. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.</p>
<p>b. Shall be placed on an excavated and backfilled foundation and enclosed at the perimeter such that the home is located not more than twelve inches (12") above grade.</p>	<p>Deviation to waive this requirement is requested to allow homes to meet the requirements of the City's Floodplain Ordinance and FEMA Publication P-85, <u>Protecting Manufactured Homes from Floods</u>. Recommended conditions of approval to further define / refine the request</p>

	and/or provide for mitigation of impacts have been provided as found in Exhibit G.
c. Shall have a pitched wood, asphalt or metal shingle roof with a minimum slope of two to twelve (2:12) and a minimum of six inch (6") eave or gutter and eave attached to the entire perimeter of the roof.	Deviation to waive this requirement is requested. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.
d. Shall have vertical and/or horizontal aluminum, vinyl, simulated wood or wood siding.	Deviation to waive this requirement is requested. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.
e. Shall be permanently affixed with the running gear and towing hitch removed, and set upon a foundation approved as required by Idaho Code, and have an anchoring system that is totally concealed under the structure.	NA. No deviations are requested. Various existing structures are requested to be grandfathered-in as long as they remain.
f. Shall have a poured concrete or mortared enclosure, or aluminum, vinyl, simulated wood or wood siding consistent with the exterior siding of the home, which surrounds the entire perimeter of the structure and completely encloses the under area which contains the blocking and anchoring system.	NA. No deviations are requested. Various existing structures are requested to be grandfathered-in as long as they remain.
g. Shall have a garage and driveway as required in other sections of this code.	Deviation to waive this requirement is requested as found herein.
h. Shall obtain a setting permit from the city to demonstrate the home is assembled on site to the standards regulating the anchoring of the structure to its foundation and other building requirements. Upon completed setup, the manufactured home shall be assessed as real property and taxed as such on the required records.	Deviation to change the language of this requirement is requested as follows: Shall obtain a setting permit from the city to demonstrate the home is assembled on site to the standards regulating the anchoring of the structure to its foundation the ground and other building requirements. Upon completed setup, the manufactured home shall be assessed as real personal property, and taxed as such on the required records and billed to the owner of the home (generally the Home Site Tenant). Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.
i. Shall comply with state of Idaho manufactured home installation standards.	NA. No deviations are requested.
11-5-3 Commercial, Industrial, Multi-Family and Institutional Standards. The following standards where applicable for the proposed use of the property in addition to other provisions of this title, shall be	Deviation to waive this entire section, subsections A through I, is requested, including but not limited to requirements for landscaping, off-street parking standards, parking lots,

addressed in the commercial site plan review process:	loading, exterior lighting and trash receptacles. The Applicant requests that the development be subject to the Residential Standards of 11-5-2 as may be deviated from as found within the decision for this PUD.
11-5-4 Site Plan Review	Deviation to waive this entire section, subsections A through H, is requested.
13-5 Flood Damage Prevention.	NA. No deviations are requested. Various existing structures are requested to be grandfathered-in as long as they remain. The Applicant does not propose to retrofit existing structures. Recommended conditions of approval to further define / refine the request and/or provide for mitigation of impacts have been provided as found in Exhibit G.

The complete project description is available in Exhibit B attached hereto as supplied by the Applicant.

Exhibit A attached hereto includes policy developed by City staff which is currently followed to address violations and issues within the development. The intent of the deviations above are to address the policy.

PROJECT REVIEW

City planning and public works staff and the Planning and Zoning Commission have reviewed the proposed subdivision. This report reflects an overview of the proposed preliminary subdivision based on the submitted application materials, public hearing for the proposal, comments received, the file of record from the existing development, the Planning and Zoning Commission’s recommendation, and other information available at the time of this report. The project is subject to modification prior to final action of the Council.

Public Hearing / Public Comments:

The Planning and Zoning Commission held a public hearing for this proposal on June 17, 2020 (see process information within PUD below).

During the meeting Paul Luber of Seneca Investments and Gordon Dobler, P.E. of Frame & Smetana Engineering, the Applicant’s representatives, provided an overview and presentation outlining their proposal. They discussed working and meeting extensively with City staff (City Administrator, Public Works Director and City Planner) to address identified conditions in Willow Creek communicated by stakeholders, including the Commission and Council. They intend to provide solutions for the zoning / setback issues, floodplain and floodway issues, dealing with the appearance of the park, excessive vehicles, RVs and travel trailer, yard clutter, home appearances and lack of tidiness. Their intent is to remedy all of these issues through some physical improvements and improved management and keep Willow Creek as a mobile home park to provide workforce housing that is clean, safe and affordable. The Applicant’s Power Point presentation provided during the public hearing has been included in the Council packet for further information within Exhibit H.

Following the Applicant’s presentation City staff presented the Staff Report and clarified questions of the Commission. Following staff’s presentation public testimony was heard. The following public testimony was received:

1. Sara Bennett, 15073 N. Coeur d’Alene Street, Rathdrum, ID 83858

Spoke Neutrally – Ms. Bennett lives in Willow Creek and reiterated her concerns as stated in her written comment provided to the Commission and included in attached Exhibit D. Her concerns are primarily Coeur d’Alene Street traffic speed, crosswalk and no parking on the north side for visitors. She is concerned that the

City may limit her parking area to two vehicles and she and her husband have three.

2. Kathy Taylor, 8349 W Meadowbrook, Rathdrum, ID 83858

Spoke Neutrally – Ms. Taylor lives across from the vacant lots where the septic field was located. She is glad the Imhoff tank will be demolished but is concerned about additional mobile homes across the street with only five-foot setbacks from one another and the fire danger. The area is currently used for BBQing and play area. She is also concerned about guest parking.

3. Jennie Leonard, 8149 W 4th Street, Rathdrum, ID 83858

Spoke Neutrally – Ms. Leonard lives behind the vacant lots where the septic field was located. She agrees that the area is used for a play area. She is concerned about the fencing owned by Willow Creek which backs her property also.

The Applicant's representative, Paul Luber, provided rebuttal to address public comments and clarify staff's recommended conditions of approval, notably limiting parking on Coeur d'Alene Street to two parking stalls (they can work with the owners), spacing of the new homes in the septic area (350' long allows an average of 50-foot wide space per home), the use of the area for recreation (they are improving a comparable sized area for use and Stub Meyer Park is across 4th Street) and guest parking (they will be putting them throughout the development as space allows). Staff also addressed concerns about Coeur d'Alene Street speed limit sign and crosswalk (will inform the Public Works Director to evaluate), no parking (had been previously signed no parking and was re-signed after stormwater swales installed with development there), and additional parking for residences on Coeur d'Alene. Clarifying that dwelling will be required to be at least ten-feet apart and there will be a new fire hydrant installed in the area and other improvements are intended to enhance emergency response (including dealing with parking).

Mr. Luber then addressed staff to offer a change to suggested Condition of Approval #25 to allow a third parking stall for those homes on Coeur d'Alene Street to be provided front to back, without widening the parking areas. Verbiage was discussed with staff and the Commission and agreed to.

Consistency Analysis Comprehensive Plan: The relevant goals and policies established within the Rathdrum Comprehensive Plan that pertain to the proposal are listed in **Table 4** attached hereto as Exhibit F. Also included is an analysis of whether the proposed project is generally consistent with the requirements of those goals and policies.

Consistency Analysis Rathdrum City Code (RCC): Several titles of City Code provide regulations for the proposal. Those portions of the RCC that pertain to zoning and development standards for the proposal are included in **Table 3** above. Included is an analysis of how the proposed project is to deviate from such standards (or not). Those provisions of Code which pertain to preliminary plat and PUD standards, along with regulatory compliance are found below.

PUD: RCC 12-3-2 contains preliminary plat standards, including the materials required to be provided and what is to be shown on the maps, numbered A through S. Staff has determined that the preliminary plat is generally compliant with the requirements, or can conform with minor revisions.

RCC 11-4F includes the requirements for a Planned Unit Development (PUD) (Overlay District). Staff has reviewed and determined that the proposal is, or can be, in compliance with the requirements as determined by the Commission and Council as follows:

1. 11-4F-3, Density Provisions. The gross density of a PUD shall not exceed the requirements of the underlying zone(s), however, the density provisions in a PUD may vary from that required in the underlying zone if through the use of topography, location, or design, the structures will not impinge upon the privacy of adjacent existing structures. Common open spaces shall be included when determining gross density.

The project is located in a residential multifamily zoning district which allows gross density of approximately 636 dwelling, or 26 dwellings per acre (excepting therefrom is right of way). The proposed project density is 182 dwellings, or approximately 8.3 dwellings per acre.

If a PUD is located in more than one zoning district, the space and density requirements shall be calculated separately. The distribution of dwellings or other land uses within the PUD shall not be affected by the zoning district boundaries.

The project is located in a residential multifamily zoning district.

The proposed location and arrangement of structures shall be compatible with existing adjacent dwellings and existing or proposed neighborhood developments. High-rise buildings shall be located within the PUD in such a manner so as not to create any adverse impact on adjoining low-rise buildings.

The proposed arrangement of structures is compatible with the existing layout within the existing Willow Creek development. No high-rise buildings are proposed.

A PUD shall not be permitted unless adequate Municipal water and sewer services are available. All improvements within the PUD shall meet current City standards.

Water and sewer services connected to Municipal services are present or will be extended to the new dwelling spaces within the project by the developer. All on-site utilities will remain in private ownership and any new improvements will be required to meet current City standards as determined by the Public Works Director, including but not limited to construction and capitalization / impact fees. Recommended conditions of approval to address the requirements have been included.

2. 11-4F-4, Perimeter Requirements. If topographical or other barriers do not provide adequate protection for existing uses adjacent to the PUD, the City may impose either, or both, of the following requirements:
 - A. Structures located within the perimeter of a PUD development must be set back by a distance sufficient to protect the privacy and amenity of adjacent existing uses.
 - B. Structures located adjacent to the perimeter of the PUD shall be permanently screened.

The perimeter of the development is located either adjacent to rights of way or similar development. Limited fencing along Coeur d'Alene Street is proposed. Recommended conditions of approval to address the requirements have been included. The Council may impose additional requirements to meet with section.

3. 11-4F-5 Common Open Space.
 - A. If common open space is included in the proposal, the City shall not approve a PUD unless the following standards are met:
 1. The location, shape, size and character of the common open space shall meet the needs of the PUD.
 2. The uses intended for the common open space must be appropriate to the scale and character of the PUD considering its size, density, expected population, topography, and the number and type of dwellings or uses to be provided.
 3. Access to the common open spaces should be provided to all properties within the PUD.
 4. Common open space should be suitably improved for its intended use, but common open space containing natural features, existing trees, and ground cover worthy of

preservation may be left unimproved. The buildings, structures and improvements which are permitted in the common open space shall be appropriate to the uses which are approved and shall conserve and enhance the amenities of the common open space.

5. A development schedule must coordinate the improvement of the common open space and the construction of all buildings within the PUD.
6. The use and improvement of the common open space shall be planned in relation to any existing public or semi-public open space which adjoins or is within one thousand feet (1,000') of the perimeter of the PUD.

It shall be the responsibility of the Commission and City Council to determine if the location, shape, size and character of the proposed common open space will meet the needs of the PUD, is appropriate in scale and character, and will be coordinated appropriately into the development schedule. Recommended conditions of approval to address the timing of installation of common space elements have been included.

- B. All land shown on the final development plan or plat as common open space which is not dedicated to the public shall be conveyed to an individual or organization responsible for ownership and maintenance of the open space. The form of ownership and maintenance must be approved by the City Council prior to recording the final development plan. The individual or organization shall not dispose of the common open space without the written approval of the City Council.

The park lot is to be maintained as common open space. Recommended conditions of approval to address this requirement have been included.

- C. In evaluating the uses proposed, area requirements, density and open space within the PUD, the City shall additionally consider the following factors:
 1. Access to the planned unit development;
 2. Traffic congestion on the streets which adjoin the PUD;
 3. The burden on public facilities which serve or are proposed to serve the PUD.

The City Council shall evaluate access, traffic congestion and burden of public facilities which serve the PUD. Recommended conditions of approval to address this requirement have been included.

4. 11-4F-6: Public Notice Procedures. See Regulatory Compliance below.
5. 11-4F-7-A, Criteria for Approving a PUD, Commission Review, the Commission shall review the proposal for the following standards and shall find adequate evidence showing that such use is compliant:
 - A. Is consistent with the intent and purposes of the Rathdrum Zoning Ordinance and Comprehensive Plan;
 - B. The proposed PUD advances the general welfare of the community and surrounding neighborhood;
 - C. The benefits and combinations of various land uses and their interrelationship with the surrounding area justify the deviation from standard zoning district regulations;

The Commission shall then forward its findings and recommendation to City Council for consideration.

The Commission has determined that the proposal is in compliance with this section. The Commission's recommendation has been forwarded to the Council by the Planning and Zoning Administrator in compliance with Code.

Plat / Regulatory Compliance: RCC 12-3-1-5, 12-3-1-6, and 11-4F-6 lay out the process which is followed for preliminary plat of a major subdivision (long plat) and PUD requirements and public hearing.

12-3-1-5, Plats and Plans, Requirements: The Applicant submitted an application on May 15, 2020. A hearing before the Planning and Zoning Commission was scheduled not less than 20 days after determining the application was complete and consistent with RCC 12-3-2, Preliminary Plat Standards, for June 17, 2020. Approval of civil infrastructure plans and a pre-construction meeting will be required with the public works department prior to construction of any infrastructure necessary for this plat.

12-3-1-5, Plats and Plans, Adequacy of Plats and Plans: Staff reviewed the application and determined that it was complete and substantially meets the standards set forth in this section.

12-3-1-5, Plats and Plans, Distribution of Plats and Plans: The Applicant provided a description of the proposal and invitation to provide comment to the required agencies on April 21, 2020: Lakeland School District, Northern Lakes Fire Department, Idaho Department of Environmental Quality, Panhandle Health District, Kootenai Metropolitan Planning Organization, Idaho Department of Transportation, City of Rathdrum Police Department, City of Rathdrum Parks and Recreation Department and Avista.

Comments Received: Comments received are attached in Exhibit C.

12-3-1-6, Public Hearing, Notice:

At least fifteen (15) days prior to the hearing, notice of the time, place and a summary of the proposal shall be published in the official newspaper of the city.

Notice of the hearing, including time, place and summary of the proposal was posted in the Coeur d'Alene Record on June 2, 2020 in compliance with this section.

Notice by regular mail shall be provided at least ten (10) days prior to the hearing to record property owners of land situated within three hundred feet (300') of the external boundaries of the land being considered, and any additional area that may be substantially impacted by the proposal as determined by the administrator.

Notice by regular mail to all property owners of land situated within three hundred feet of the external boundaries of the proposal was provided on June 8, 2020 in compliance with this section.

Notice shall further be posted on the concerned property at least seven (7) days prior to the public hearing.

A Public Notice was posted on the property on June 8, 2020 in compliance with this section.

Notice was also posted as a courtesy on the City's web site and notice board outside of City Hall.

All notices included the date, time and place of the hearing as well as a summary of the proposal, and the description and location of the subject property.

The application has been processed in conformance with this Code.

Furthermore, prior to the date of the public hearing, the City issued this written staff report, integrating any public comments received regarding the application, and made available to the public a copy of the staff report for review and inspection. A copy of the staff report was provided to the Applicant or the Applicant's designated representative and the Planning Commission prior to the hearing.

11-4F-6, Public Notice Procedures:

Not more than 60 days following the filing of the (completed) application, and prior to granting a PUD, a public hearing will be held before the Planning and Zoning Commission. Public notice of the hearing scheduled for June 17, 2020, including date, time and location of the hearing, was published in the official newspaper of record on June 2, 2020 (at least 15 days prior to the hearing), and mailed to property owners within 300-feet of the project boundary, posted on the property and City Hall, posted on the City web site, and sent to agencies with jurisdiction on June 8, 2020 (10 days prior to the hearing).

RECOMMENDATION

In its review, the Planning and Zoning Commission considered all relevant evidence and comments and determined the proposed PUD is consistent with the intent and purposes of Rathdrum City Code and the Comprehensive Plan, advances the general welfare of the community and surrounding neighborhood, and that the benefits justify deviation from standard zoning district regulations. In addition, the City of Rathdrum Planning and Zoning Commission determined that the proposed Re-Plat conforms to the general purpose of the Comprehensive Plan and there are existing provisions for streets, drainage and other requirements. The Commission recommends APPROVAL of the Preliminary Re-Plat subject to the recommended Conditions of Approval as found within Exhibit G attached hereto. Staff recommends the following findings of fact and conclusions of law for any approval of the proposed Re-Plat and PUD:

Findings of Fact and Conclusions of Law:

1. The applicant seeks approval of a preliminary long Re-Plat and Planned Unit Development for portions of the Willow Creek subdivision.
2. The applicant is Seneca Investments, Inc. representing the property owner, Idaho Contractors.
3. The project is located in the Multifamily Residential (R-3) zone district. The property / project is appropriately zoned for the proposal.
4. The site is currently developed. The intent of the Re-Plat and PUD is to address and/or correct existing violations and problems within the development.
5. The proposal is subject to the requirements of Rathdrum City Code 11-4A-4, R-3 Residential District, 11-4F Planned Unit Development (PUD) (Overlay District), 11-5 General Provisions and Performance Standards, 12-3-3 Subdivisions, Long Plats and Title 13 Flood Damage Prevention. The proposal has been reviewed for compliance with the applicable Rathdrum City Code and has been determined to be compliant with the application of Conditions of Approval as recommended by the Planning and Zoning Commission.
6. An open record public hearing before the Rathdrum Planning and Zoning Commission is required. A public hearing was held, after proper legal notice, on June 17, 2020.
7. Testimony of the Applicant and public testimony was received during the hearing and considered by the Commission in formulating their recommendation in compliance with RCC 12-3-1-7.

COUNCIL ACTION

This Commission Report is being provided to the Council for consideration as soon as possible after their review in compliance with RCC 12-3-1-8 (A). The Council shall review the report and all other relevant evidence and take action to approve, reject the recommendation, or return the plat to the Commission for modification.

Pursuant to RCC 12-3-1-8 (B), Council approval shall constitute authorization for the subdivider to develop detailed plans and specifications for the improvements and facilities of the subdivision and to prepare the final plat in strict accordance with the standards set forth by RCC Title 12 and any conditions imposed by the Council.

Potential Motions: The language set forth below is provided for guidance with no intent to suggest any specific action.

APPROVAL: I move 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 option of the Administrator such do not change the nature of the approved project nor constitute a variance. The 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.

ADDITIONAL CONDITIONS OF APPROVAL (Optional): I further move that the following additional conditions be met in accordance with Rathdrum City Code: _____

DENIAL: I move to reject the proposal, finding that it is not in accord with Rathdrum City Code for the following reasons: _____

STAFF CONTACT

For more information regarding this application, the complete project file, including application materials and project history, is available for review at Rathdrum City Hall at 8047 W. Main Street, Rathdrum, Idaho, or by contacting Planning staff:

Cary Siess, City Planner / Planning and Zoning Administrator
City of Rathdrum Public Works Department, Planning Division
8047 W. Main Street, Rathdrum, Idaho 83858
Phone: 208-687-2700 x 117
Email: cary@rathdrum.org

Attached Exhibits:

Exhibit A – Existing City Policy for Willow Creek

Exhibit B - Project Narrative and Appendices

Exhibit C – Agency Comments

Exhibit D – Public Comments

Exhibit E - Preliminary Subdivision Map

Exhibit F – Table 4, Comprehensive Plan Analysis

Exhibit G – Recommended Conditions of Approval

Exhibit H – Seneca Investments Power Point Presentation, June 17, 2020



**PUBLIC WORKS DEPARTMENT
Planning and Zoning Division**

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

Policy Memo

To: Rathdrum Building and Planning Staff
From: Cary Siess, Planning and Zoning Administrator
Date: June 20, 2019 (corrected / clarified May 2020)
Re: Willow Creek Subdivision

The following policy has been developed using current Federal, State and local requirements, the plat of record, the file of record and historical decisions pertaining to this property.

Pursuant to City records Willow Creek development – commonly called “Willow Creek Park” or “Willow Creek Mobile Home Park” - is a 140-lot platted subdivision. Over time more than 140 mobile homes were moved into the development (currently there are 186 mobile / manufactured homes and one RV total within the subdivision).

At this time “Willow Creek Park” is comprised of 135 lots in the common ownership of Idaho Contractors, Inc., who rents the land and/or existing mobile / manufactured homes located on the land to tenants, and 5 lots are in other private or individual ownership - Lot 37, Block 2; Lot 20, Block 6; Lot 2, Block 6, Lot 1, Block 6; and Lot 8, Block 2. The privately owned lots appear to have a single manufactured home located on each lot while there are in some cases multiple manufactured homes located on the individual lots owned by Idaho Contractors, Inc. Many of the structures do not meet the required setbacks and are not in compliance with current manufactured home and floodplain regulations.

Of the 135 Idaho Contractors lots, there are 5 lots (lots 6 through 10, Block 5) which contain the original sewage facilities for the subdivision, including but not limited to an Imhoff tank and lift station (facilities are primarily underground). The lots on either side of those lots (lots 5 and 11, Block 5) are vacant. The lots are currently utilized as a “park” area and some of the lots are not buildable at this time because of the existing sewage facilities. There is an additional platted park area, not included in the lot count, in the ownership of Idaho Contractors located at the western end of Block 4 that is not intended for placing homes.

After extensive research and legal consultation, the City has determined that the Plat of Willow Creek Subdivision is and remains the governing document for the development. The utilities and roads within the subdivision are sub-standard and there are more water and sewer service “connections” (as well as other utilities) within the subdivision than platted lots – 185 connections (lots 6 through 10, Block 5 were not provided connections because of the sewage facilities) vs. 140 lots. The roads within the subdivision were dedicated to the City at the time of platting, however the water and sewer lines located within the subdivision are privately owned and are not the responsibility of the City to maintain or replace. Historically the City has rejected any offers or attempts to dedicate the water and sewer lines to the public. The private water and sewer lines are tied into City utilities and are subject to all fees associated with such service.

Of the platted 140 lots, there are approximately 20 lots mapped by the current FEMA FIRM map as either entirely within or substantially effected by floodway.

For the purposes of this Policy, the following definitions shall be applicable:

“Lot” shall mean a legally recorded lot of record as shown on the plat of Willow Creek Subdivision and individually numbered by lot and block.

“New” shall mean new to this location or moved from another location in the subdivision.

“RV” shall have the same meaning as found within Rathdrum City Code 11-3-2.

“Space” shall mean the an area of land occupied, previously occupied or intended to be occupied by an structure, RV, mobile home or manufactured home, and may include a lot, lots, or portions thereof.

“Substantially altered” shall mean added on to, expanded in use, repaired, remodeled or otherwise altered, excepting as required by law, when such activities will constitute a value of seventy five percent (75%) of the value of the structure as determined by consideration of the assessed value.

“Substantially damaged” shall mean (that the cost of renewal of the damaged parts exceeds seventy five percent (75%) of the cost of the replacement of the entire unit (exclusive of foundations) using new materials.

“Unit” shall mean a structure, building, RV, mobile home or manufactured home and any attachment thereto, including but not limited to stairs, decks, and other appurtenant features. For purposes of this definition, “building” and “home” may be used interchangeably with “unit”.

Policy

The following standards are applicable to the subdivision¹:

1. Spaces within the subdivision shall not be rented to RVs, nor shall RVs be given any other type of permission or allowance for use for dwelling purposes.
2. No new, substantially altered or substantially damaged unit shall be located within the floodway. When any unit currently located within the floodway is substantially altered or substantially damaged, it shall be removed from the floodway within 30 days. Such unit shall not be placed in any location within the subdivision unless it conforms entirely to this Policy.
3. When any unit currently located within the floodway is moved or removed for any reason, the space shall not be rented nor re-occupied by any structure. If a unit located in the floodway is sold, it shall be moved and the space cannot be rented nor re-occupied by any structure. All utilities for said unit or space shall be appropriately removed, capped and/or discontinued.
4. When any unit currently located in the floodplain is moved, another unit or structure shall not occupy that space unless it meets FEMA elevation, City Floodplain Ordinance and construction requirements and conforms entirely to this Policy Memo.
5. When any unit is substantially damaged by any means the unit shall be removed from the subdivision within 30 days unless it conforms entirely to this Policy Memo.
6. No unit shall be substantially altered unless it conforms entirely to this Policy Memo.
7. New units shall meet the following setback requirements of the Plat – setbacks shall be measured from the legally established lot line:
 - a. No structure, part thereof, or attachment thereto shall be located within 15-feet of the front lot line.

¹ Note that these requirements are specific to this subdivision and are not meant to provide a comprehensive list of every applicable law, regulation or code effecting the subdivision which shall be considered applicable in addition to this Policy.

- b. No structure, part thereof, or attachment thereto shall be located within 5-feet of any side lot line.
 - c. No structure, part thereof, or attachment thereto shall be located within 10-feet of any rear lot line.
 - d. No structure, part thereof, or attachment thereto shall be located within any legally established easement area or right of way.
8. No more than one structure, part thereof, or attachment thereto shall be located on a single lot. Where an existing unit is located in a way that any portion thereof is located on more than one lot of record, no new unit shall be located on any of the lots which are occupied or partially occupied by that existing unit.
9. When any unit which is currently located on more than one lot of record is moved or removed the space cannot be rented nor re-occupied by any structure. All utilities for said unit or space shall be appropriately removed, capped and/or discontinued.
10. New units shall meet the following provisions:
- a. Shall be designed for long term use by a residential household, contain a kitchen, bath, living and sleeping facilities, be multisectional and meet minimum square foot (600 SF), bulk and height requirements.
 - b. Shall be placed on an excavated and backfilled foundation and enclosed at the perimeter such that the home is located not more than twelve inches (12") above grade.
 - c. Shall have a pitched wood, asphalt or metal shingle roof with a minimum slope of two to twelve (2:12) and a minimum of six inch (6") eave or gutter and eave attached to the entire perimeter of the roof.
 - d. Shall have vertical and/or horizontal aluminum, vinyl, simulated wood or wood siding.
 - e. Shall be permanently affixed with the running gear and towing hitch removed, and set upon a foundation approved as required by Idaho Code, and have an anchoring system that is totally concealed under the structure.
 - f. Shall have a poured concrete or mortared enclosure, or aluminum, vinyl, simulated wood or wood siding consistent with the exterior siding of the home, which surrounds the entire perimeter of the structure and completely encloses the under area which contains the blocking and anchoring system.
 - g. Shall have a garage as required by RCC 11-5-2(H) and a driveway, a minimum of 20-feet in length, which can accommodate two vehicles. Such driveway may be graveled as required by the Plat. Paved driveway surfacing is preferred.
 - h. Shall obtain a setting permit or building permit from the City to demonstrate the home is assembled on site to the standards regulating the anchoring of the structure to its foundation and other building requirements. Upon completed setup, the home shall be assessed as real property and taxed as such on the required records. To obtain a setting permit from the City, the following shall be submitted:
 - i. A Building Permit Application as required by the City;
 - ii. A record of survey for the lot which has been recorded with Kootenai County;
 - iii. An elevation certificate for the lot based on the building(s) siting proposal for any lots located within the floodplain (permits will not be issued for any floodway area);
 - iv. A dimensioned site plan showing, at minimum, the dimensions of the lot, the placement and dimensions of the building(s) to be placed on the lot and any attachments thereto (such as decks, stairs, etc.), distance of the building(s) from property lines, and the location and dimensions of required parking;
 - v. Anchoring details of the structure(s) to foundation(s); and
 - vi. Structural specifications showing that the structure(s) meet the design loads for the Rathdrum area (for example snow, wind and seismic loads).
 - i. Shall comply with State of Idaho manufactured home installation standards.

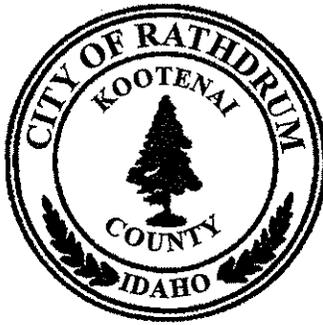
City of Rathdrum

PUBLIC WORKS DEPARTMENT

8047 W. Main Street #2

Rathdrum, ID 83858-6476

www.rathdrum.org



Public Works Department

Building Department

(208) 687-2700 x16

Parks & Recreation

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Planning & Zoning

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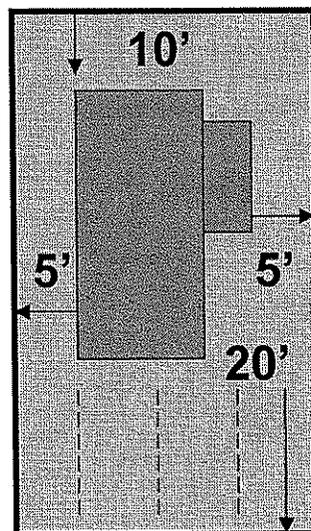
Fax (208) 687-1377

March 10, 2008

NOTICE

Effective immediately, permits are required for any homes set in **WILLOW CREEK PARK** and must comply with minimum setbacks and include a copy of the following:

Minimum Setbacks



FRONT

- Recorded record of survey (plat of lot)
- Elevation Certificate (flood plain)
- Site plan showing lot dimensions, placement of home on lot, & 2 parking spaces
- Manufactured home set showing anchoring
- Minimum home size of 600 square feet, as required in R3 zoning

Glenn Miller, Building Official

Willow Creek Mobile Home Community

Plat Revision & Planned Unit Development

Project Narrative

May 15, 2020

**PREPARED BY
APPLICANT and ENGINEERING & PLANNING COUNSULTANT**

APPLICANT:

*Seneca Capital Partners c/o
Willow Creek MHP, LLC
Paul Luber
3001 Brighton Blvd Suite 334
Denver, Colorado 80216
(720) 320-8033*

ENGINEERING & PLANNING COUNSULTANT

*Frame & Smetana
Gordon Dobler P.E.
Jack Smetana
603 N 4th St,
Coeur d'Alene, ID 83814
(208) 755-9732 (M) (208) 664-2121 (O)*

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APPENDICIES

APPENDIX A – Drawing & Diagrams

Page #	Title	Purpose of / Notes on Diagram
Page 1	1979 Plan	Illustrates 185 Existing Home Sites
Page 2	1979 Infrastructure Plan	Infrastructure Plan for 185 existing Home Sites (Roads & Utilities)
Page 3	1981 Plat	140 Lots – Paper Lots – Paper Lots. Never Implemented. Does not reflect actual existing Home Sites Infrastructure locations
Page 4	2020 Re-Plat – Final Plat Exhibit	Creates Super Blocks. Retains Original Blocks of 1981 Plat. Eliminates Individual Platted Lots
Page 5	Willow Creek Home Site Exhibit	Shows 182 Home Sites = 177 Existing Homes Sites + 5 New Home Sites
Pages 6 -8	Preliminary Plat Exhibit	Shows 182 Home Sites & Setbacks (177 Existing Home Sites + 5 New Sites)

APPENDIX B - Code Analysis & PUD Performance Standards.

APPENDIX C – Model Rules & Regulations – Guidelines for Community Living

Topic	R&R Section(s)
Parking	12, 17
Cars	12
Yard Cleanliness	3, 4, 7
Home Appearance	3, 4, 9, 10
Accessory Structures	3, 8, 13
Animals	14

SECTION 1. Project Summary - Introduction and PUD Objectives

Seneca Capital Partners (“Applicant”, “SCP” or “Seneca”) is under contract to purchase the Willow Creek Mobile Home Park (“Community”). The Community is located in Rathdrum, ID between W Highway 53 and ID-41, west of Coeur d’Alene St. and north of 4th Street. Applicant is currently in the contingent period of its purchase contract.

As a condition to the Applicant committing to the purchase the Community, it is seeking the resolution of certain long-standing City concerns relative to the Community. The Applicant and the City Staff have engaged in a dialogue to resolve these concerns. At the suggestion of the City Staff, Applicant is proposing a resolution by using the (i) PUD process, (ii) re-platting the existing subdivision plat and (iii) through improved operation of the Community. *The shared objective of the Applicant and the City are to provide attractive, safe, clean, affordable work-force housing for an estimated 550 residents that call the City of Rathdrum their home.*

The Applicant’s business plan for the Community has two main components:

- 1. Improve Property Operations**
- 2. Improve the Physical Property**

The Applicant a is respected and capable Manufactured Home Community owner and operator . The Applicant currently owns and operates nine manufactured housing communities with over 1250 lots across the United States. With the addition of Willow Creek and another community in Hayden, these numbers will grow to 11 communities with over 1,450 lots.

The Applicant has expertise in the renovation and rehabilitation of existing manufactured housing communities with an emphasis toward improved infrastructure and operations. Seneca’s overarching goal is to upgrade the quality of life for the residents of the community. Seneca acquires “2-star” parks and improves them to “3+ star” parks. Seneca has a strong track record of improving and enhancing communities. More information on the Applicant Team is shown in Section 12 on Page 18

The objectives of the PUD, Re-platting & Improved Community Operations are six-fold:

PUD Provisions:

1. Reconfiguration of the existing 1981 Plat (“Plat) through the re-platting process to resolve long standing lot line encroachment, setback issues and home site count issues.
2. Allow for homes to be placed and replaced in the Floodway on the western end of the Community and in the balance of the Community and other vacant sites in the Community.
3. Make physical Improvements to the Community to address safety, aesthetics and enhance the quality of life for the residents.
4. Confirm 177 existing Home Sites plus 5 new Home Sites in a vacant section within the Community.

Improved Community Operations

5. Improve the operation of the Community relative to its current status in terms of (i) parking issues, (ii) yard clutter and (iii) Community aesthetics
6. Improve aesthetics of the Resident owned homes in the Community.

SECTION 2 - History & Resolution of Plat Issues

The Community was originally developed in 1979 as a manufactured home park according to the 1979 Plan which has 185 Home Sites. The roads and all utilities (water, sewer, gas and electric) were installed in the summer of 1979 based on the 1979 Plan. Despite the existing roads and utilities being installed for 185 Home Sites, three years later, in 1981, the owner at that time, sought and obtained approval by the City for the Willow Creek Subdivision Plat which had 140 lots. This Plat was recorded on August 3, 1981 ("Plat"). The Plat identified 45 less Home Sites than the 1979 Plan. The 1979 Plan, the 1979 Infrastructure Plan and the 1981 Plat are shown as pages 1, 2 and 3 in Appendix A.

In 1984, Bud Ford of Idaho Contractors, the present owner, purchased most of the lots contained in the Plat. He began to fill the Community with mobile homes according to the 1979 Plan (185 Home Sites). Mr. Ford's filling strategy was based on the location and number of utility hook ups (185 vs 140). This development of the property has led to multiple instances of homes straddling lot lines of the Plat or being positioned so as to not meet required lot line setbacks. There are 185 home sites vs. the 140 legal lots in the Plat ("Plat Issues"). Consequently, these Plat Issues have been in existence since the mid 1980's; about 35 years.

As a part of the resolution, the Applicant is proposing to re-plat the existing 1981 Plat ("Plat) to resolve these long-standing lot line encroachment, setback issues and home site count issues. The purpose is to acknowledge and recognize the 185 existing Home Sites that were constructed in 1979. It is important to note that although the 1981 Plat is the current legal subdivision of the land, these are simply "paper lots" that have nothing to do with the actual 35-year-old reality of the "facts on the ground". The 2020 Re-plat is shown on Page 4 of APPENDIX A. This RE-Plat is explained further in SECTIONs 5.1 and 5.2.

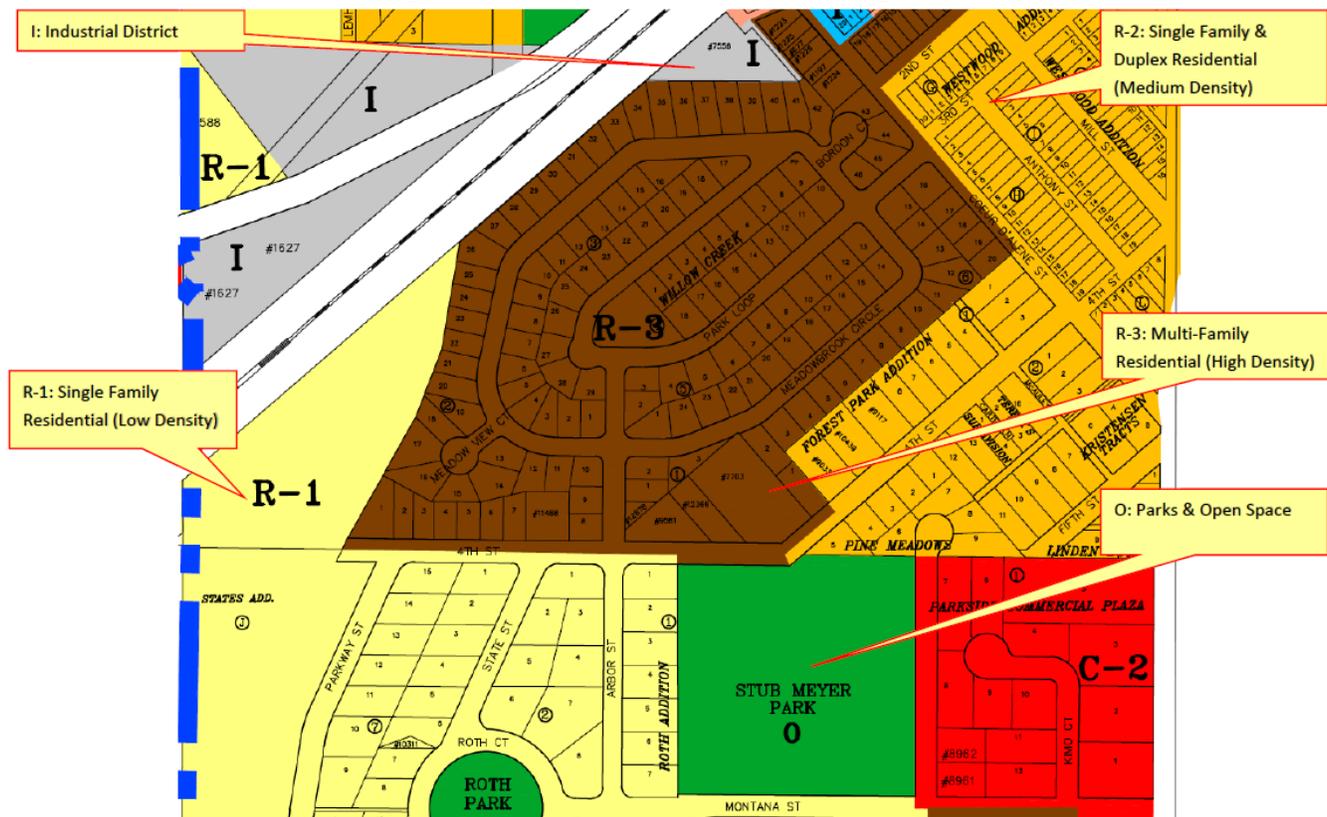
SECTION 3 - Land Use

The subject property is an existing manufactured home park and the property is currently zoned R-3 Multi-Family Residential (High Density) according to the 2019 City of Rathdrum Zoning Map. Newly developed manufactured home parks are established according to PUD requirements per the City Code (“Code”). Applicant is seeking PUD approval of the existing property to accomplish the four objectives set out under “Project Summary - PUD Provisions” in Section 1 on Page 3,

Surrounding Land Uses.

The properties to the South and Southwest are zoned R-1 Single Family Residential. The Northwest side of the community abuts to the BNSF Railroad tracks and directly to the north is an Industrial District zoned parcel. Adjacent parcels to the northeast, east and south east are zoned R-2 Single Family & Duplex Residential (Medium Density). A few parcels located directly south of the park are also zoned R-3 Multi-Family Residential (High Density).

Figure 1: City of Rathdrum Zoning Map



The existing and proposed uses for Willow Creek are consistent with the existing zoning classification. The property is residential as is most of the surrounding land uses. The Applicant is proposing PUD performance standards shown in the Code Analysis in the APPENDIX B.

SECTION 4 – Plan to Improve Willow Creek MHC

The Applicant’s plan for the Community has two main components:

- 1. Improve Property Operations**
- 2. Improve the Property.**

SECTION 4.1 - Improved Community Management – a Public Benefit

Primary City Concerns. The City and its stakeholders have expressed concerns including number of parked vehicles, manner of parking, debris in yards, accessory structures, home appearance and unpermitted structures. Applicant will address these issues with improved Community management and provisions of the PUD.

Competent Local Management & Strong Oversight by Applicant. The Applicant will be successful at Willow Creek, by (i) recruiting a reputable first-class third-party management company whose primary business is mobile home park management and by Applicant’s attentive supervision that third-party manager. This management company will be key to implementing the Applicant’s business plan. The Applicant is currently identifying suitable candidates with an established presence in the Coeur d’ Alene/Spokane area.

On-Site Manager. Among other criteria, we will evaluate the competency of the Regional and Community Manager staff. We hope to arrange for the Community Manager to live on-site.

Enforce Rules. Another key selection criterion will be a manager’s willingness to enforce Rules and Regulations for the benefit of all residents. These enforcement efforts will be integral to managing parking and controlling clutter in yards. *Rules and Regulations, no matter how well written, are only as good as the willingness of the Community Manager to monitor and enforce them for the benefit of all residents.*

The Model Rules & Regulations. - **APPENDIX C** contains our Guidelines for Community Living for our 5 communities in Wisconsin. We intend to implement a similar set of rules and regulations at Willow Creek. Pertinent sections of the Rules & Regulations are shown below and are highlighted in APPENDIX C.

Topic	R&R Section(s)
Parking	12, 17
Cars	12
Yard Cleanliness	3, 4, 7
Home Appearance	3, 4, 9, 10
Accessory Structures	3, 8, 13
Animals	14

Not Part of PUD. The provisions of this SECTION 4.1 or APPENXIC C will not be a part of the PUD Record. The Applicant does not intend to incorporate its management approach or the Rules & Regulations into the PUD as there needs to be flexibility over time to modify management and rules and regulations to fit changing circumstances at the Community.

SECTION 4.2 - Improvements – A Public Benefit

Recreation Area and Open Space. Applicant is proposing to create a 27,000 SF +/- resident open space recreation area in the center of the Community. It will occupy the area where current playground and tennis courts exist. Features will include:

1. Play structure for kids,
2. Gazebo with picnic table & a BBQ,
3. Basketball court,
4. Open play field for soccer or other sports activities.
5. Shade trees.

Other Improvements. The Applicant also intends to:

6. Limit parking to no less than two and on average less than 2.5 space per home Site.
 - a. See SECTION 6 Parking - Figure 3 on Page 14 - Parking Schematic.
7. Define parking areas by increasing green space throughout Community between driveways with grass areas.
 - b. Remove extra gravel parking areas above 2.5 spaces per home.
 - c. Place topsoil and grass over surplus parking areas.
8. Plant City Approved street trees in newly created yards area between driveways on Coeur d'Alene Street south of Park Drive.
9. Install a six-foot white vinyl privacy fence on Coeur d'Alene Street, north of Park Loop Dr.
10. Install Improved directional signage within the Community for improved way finding & life safety.
11. Install new entry signage.
12. Mailboxes will be upgraded or replaced.
13. The Applicant, through its Manager, will have "Paint Program" and work with residents to paint and otherwise improve the exterior of the tenant owned homes.
 - d. The Paint Program will feature Applicant contribution of free or low-cost paint for use by the residents.
 - e. Emphasis will be put on improving the appearance of homes on Coeur d'Alene St south of W. Park Loop Drive.
14. Demolish the concrete "eye sore" Imhoff Tank at vacant area in connection with 7 new homes sites.

The management approach in SECTION 4.1 and the investment in various improvements throughout the Community presented in SECTION 4.2 are key to implementing the Applicant's strategy to improve the neighborhood curb appeal and to providing clean, safe, affordable workforce housing.

SECTION 4.3 – Existing Home Sites

In return for the *public benefits* derived from:

- (i) community improvements, enhanced open space and
- (ii) improved Community Operations,

the Applicant is proposing recognition 182 Home Sites, of which 177 exist and 5 new Homes Sites. Refer to TABLE 1 below. As a reference, a comparison to the 1981 Plat is also presented.

TABLE 1 - Summary of Existing Home Sites, 1979 Plan & 1981 Plat			
	Existing Home Sites & 1979 Plan	1981 Plat Lots	Difference
Total Existing Home Sites & Home Sites Illustrated on 1979 Plan & # of Lots on 1981 Plat	185	140	45
Less 5 Individually Owned Lots	-5	-5	0
Willow Creek MHC Home Sites Owned By Seller	180	135	45
Consolidate Small Existing Home Sites into adjacent Home Sites due to smaller size or irregular geometry ⁽¹⁾	-3	0	-3
Home Sites Owned By Seller per '79 Survey ⁽²⁾	177	135	42
New Homes Sites at Septic Area ⁽³⁾	5	0	5
Number of Home Sites in PUD Application = 177 Existing Home Sites + 5 New Home Sites ⁽³⁾	182	135	47

⁽¹⁾ Home Site #'s on '79 Plan To Be Consolidated
Home Sites 11+10 , Home Sites 87 + 88 & Home Sites 95 + 96. See '79 Plan - Page 1 of APPENDIX A.

⁽²⁾ Among the 177 Home Sites, there are 10 Home Sites which are currently rented to 5 Tenants (5 double Home Sites). These tenants desire larger yards. In the future, if any of tenants move, Owner may opt to lease any of these 10 Home Sites individually as a Home Site. An example of this would be Home Sites 45 & 45 which is currently leased to a tenant with a "side set" double wide. See '79 Plan - Page 1 of APPENDIX A

⁽³⁾ 7 new Home Sites = 2 existing Home Sites (among the 177 Home Sites) on '79 Plan (Lot 75 & 81) + five new Home Sites between Lot 75 & Lot 81. See '79 Plan - Page 1 of APPENDIX A.

SECTION 4.4 - New Home Sites

The Applicant is proposing to create five (5) new Home Sites and to develop two (2) “existing” Home Sites on the south side of the Community in the vacant former septic area. The five new Home Sites are between Home Site 75 & Home Site 81. The 2 “existing” Home Sites are Home Sites 75 & 81 on the 1979 Plan and are among the 177 Home Sites. The location of these Home Sites is shown on Page 1 and Page 5 of APPENDIX A.

The dimensions of each new Home Site will be approximately 48 feet by 97 feet. These Home Sites are generous by mobile home community standards and can easily accommodate a double wide home. This is typical of the existing home site sizes in the Community.

These Home Site additions will have the added benefit of the demolition of the existing concrete bunker on Home Site 81.

SECTION 4.5 DENSITY

Applicant acknowledges staff & others' concerns regarding density. Applicant believes that maximizing the open space in the center of the Community is best for the Public Interest. Applicant also believes that adding this very small number of Homes Sites in at the former septic field area will have minimal impact on the existing low-density feel of the Community. An added benefit will be that these homes will be newer and therefore will improve the look and feel of the Community. The Community even with the new home sites has low Density compared to:

1. The permitted density under the R-3 Zoning.
2. Golden Spike Development.

With the addition of these five (5) Home Sites, the total Home Sites will increase from 177 to a total of 182 home sites in the Community. This represents a nominal increase of less than 3% relative to the existing 177 Home Sites, which equates to 6.3 homes per acre. This density is very spacious by national manufactured home community standards. This density is much lower than permitted by the site's current R-3 Residential zoning. R-3 Residential density could easily accommodate multifamily units of 12 to 15 units per acre¹

A local density reference would be the 269-unit Golden Spike development which has a density of about 6.1 units per acre (without the inclusion of the open area under the power lines).

TABLE 2 - Comparative Density - Willow Creek & Golden Spike				
	Number of Home Sites (Existing + Proposed)	Area (Including Street & ROW) ⁽¹⁾	Home Sites per Acre	Average SF per Home Site ⁽²⁾
Willow Creek	182	28.8	6.3	6,889
Golden Spike w/o Open Space under power lines	269	44.3	6.1	7,181
Golden Spike w/ Open Space under power lines	269	57.0	4.7	9,230
⁽¹⁾ - Total Parcel Area: WC includes ROW & Streets LESS 5 Private lots. For GS includes private roads.				
⁽²⁾ - WC Density calc = Area from note 1 / Number of existing + proposed Home Sites				

TABLE 3 - Willow Creek Density (Using only Private Land - No ROW)				
	Number of Home Sites (Existing + Proposed)	Area (Excluding Street & ROW) ⁽³⁾	Home Sites per Acre ⁽⁴⁾	Average SF per Home Site ⁽⁴⁾
Willow Creek (3)	182	22.0	8.3	5,269
⁽³⁾ The 22.014 Acres excludes the streets and undeveloped ROW.				
⁽⁴⁾ The density of 8.3 home sites per acres reflects density calculation without public ROW & is consistent with calculation of R-3 zoning				

R-3 Density Calc. - Assume 1 acre site & 2 story units with 600 SF/ Flr. + big 2 car garage							
Site Size (SF)	Coverage Ratio	Buildable Area	Unit Living SF Size - 2 stories	Unit Foot Print (1st flr.)	2.5 car Garage	Total Foot Print	Unit Per Acre
43,560	35%	15,246	1,200	600	500	1,100	13.86

SECTION 5 – PUD & 1981 Plat Revision

The Applicant proposes to accomplish several things through the PUD & Revision to the 1981 Plat. The major objectives are:

1. Re-plat the existing 1981 Plat (“Plat”) to resolve long standing lot line encroachment, setback issues and home site count issues.
2. Allow for homes to be placed and replaced in the Floodway on the western end of the Community and in the balance of the Community and other vacant sites in the Community.
3. Make physical Improvements to the Community to address safety, aesthetics and enhance the quality of life for the residents. This was discussed in SECTION 4.2
4. Allow for 177 existing Home Sites plus 5 new Home Sites in a vacant section within the Community for a total of 182 Home Sites.
5. Define PUD Performance Standards in order to accommodate new or existing conditions which Applicant cannot or will not be able to comply with relative to the Code or other regulations.

SECTION 5.1 – Plat Revision

As noted Section 2 on page 5, the Community was originally developed in 1979 according to the 1979 Plan which has 185 Home Sites (Page 1 Appendix A). These 185 Home Sites and the associated infrastructure exist today. Despite the existing roads and utilities being installed for 185 Home Sites, in 1981 the then current owner obtained approval by the City for the Willow Creek Subdivision Plat which had 140 lots. The Plat has 45 less Home Sites than the 1979 Plan. The Plat is shown as (Page 2 Appendix A)

As previously noted, this has led to some of the homes straddling lot lines of the Plat or being positioned such that required lot line setbacks are not met. There are 185 home sites vs. the 140 legal lots in the Plat (“Plat Issues”).

In order to solve these Plat Issues, the Applicant is proposing to re-plat the existing 1981 Plat (“Plat) As mentioned, the purpose is to acknowledge and recognize the 185 existing Home Sites (as modified in TABLE 1) that were constructed in 1979

It is worth noting that the legal status of five (5) individual lots (owned by others aside from Idaho Contractors) which are a part of the 1981 Plat will be unaffected. These lots’ legal description and legal status will be the same after the re-plat of the Plat.

SECTION 5.2 - Super Block

In order to legally solve the home site count issue, encroachment issues and various setback issues, the Applicant is proposing to consolidate the existing multi-lot blocks of the 1981 Plat into "Super Blocks". In essence, the legal lot lines inside the block would be deleted. The perimeter lot line (along the public roads) would remain the same. Page 2 – Appendix A shows the 1981 Plat and Page 4 of Appendix A show the Super Block concept.

- a. Each of these super blocks will have a specified number of Home Sites, generally per the 1979 Plan and the Home Site Count Exhibit.
- b. The number of Home Sites per Super Block will generally be equal to the number of existing Home Sites on each block (generally per the 1979 Plan).
- c. These Home Sites are generally illustrated on the 1979 plan (Page 1 APPENDIX A) and on the Home Count Exhibit (Page 5 APPENDIX A).
- d. A summary of the Home Sites by Super Block is shown below:

Super Block # & Home Sites #'s from '79 Plan (1)	Area of Each Super Block (SF)	Area of Each Super Block (Acres)	# Existing Home Sites For Each Super Block (See Block 6 note)	Density w/o ROW (Home Sites/acre)	Average SF / Home Site
BLOCK 1	20,517	0.47	4	8.5	5,129
BLOCK 2 (Home Sites 1-8, 10-46)	263,277	6.04	44	7.3	5,984
BLOCK 3	190,880	4.38	41	9.4	4,656
BLOCK 4	141,526	3.25	22	6.8	6,433
BLOCK 5	157,034	3.61	35	9.7	4,487
BLOCK 6 (Home Sites 62 - 85)⁽²⁾	117,525	2.70	24	9.8	4,897
BLOCK 7 (Home Sites 48-59)	68,171	1.57	12	7.7	5,681
Total Block 1 - 7	958,930	22.01	182	8.3	5,269

(1) Home Site numbers referenced below correspond to Lot #'s as shown on 1979 Plan.

(2) Block 6: 24 units = 5 new units at former septic field + 19 existing Home Sites.

For clarity, 5 new Home Sites at septic area are between Home Sites 75 & 81. Conceptually Home Sites 75 & 81 are also "new Home Sites".

The sum of 5 + 2 = 7 new Home Sites.

Lot 75 currently has the "Imhoff" Tank which will be demolished.

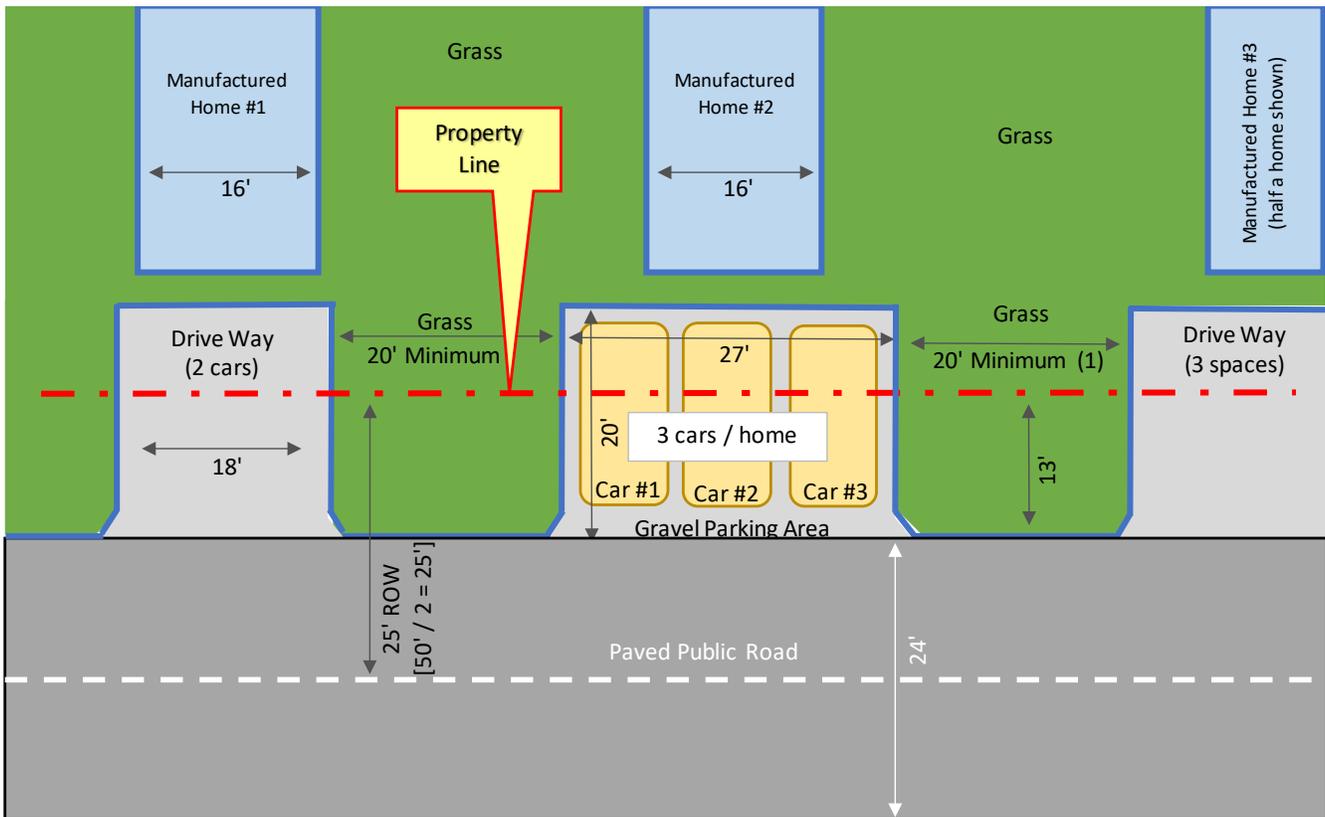
To best of Applicant's knowledge, Lot 81 has never had a manufactured home placed on it.

SECTION 6 – Parking

Applicant proposes to limit parking to 2.5 vehicles per Home Site (excluding Guest parking). See Figure 2 - Parking Schematic - Willow Creek MHC below. To the extent that current parking spaces are in excess of 3 spaces per home, Applicant will spread topsoil and plant grass on the extra parking spaces in order to convert these areas to green space within the Community. Applicant may vary the driveway configuration to address Home Site specific issues or desires of residents. As an example, two parking spaces could be arranged in a “tandem” manner.

Applicant will not permit unauthorized overflow parking on vacant Home Sites. Applicant reserves the right but is not creating an obligation to designate an open area in the Community for authorized guest or overflow or guest parking. The parking surface will be gravel. This parking may be in excess of the proposed 2.5 spaces per Home Site.

FIGURE 2 – Parking Schematic



Two & Three Car Parking Schematic Willow Creek MHC - 05/06/20

Scale is proportional and approximate

(1) 20' minimum dimension assumes 50' Home Site. This measurement may be less for smaller or irregular Home Sites

SECTION 7 – Code Analysis & PUD Performance Standards. – Refer to APPENDIX B

Applicant has reviewed Rathdrum Code. It is attached as APPENDIX B. Applicant has listed sections of Code that the Applicant believes to be pertinent to the PUD for Willow Creek Mobile Home Community. Any requested PUD Performance Standards (which differs from the Code) are explained in the "Willow Creek PUD" right-hand column beginning on Page 2. Page 1 is General notes.

APPENDIX B will be a part of the PUD.

Note: Changes in Code Grid since prior submission on May 6, 2020 are **Green Font**.

[Note To City: If there are sections of the code (or other regulations) that Applicant has not examined but should, please let Applicant know.]

SECTION 8 – Placing and Replacing Homes in the Floodway and Floodplain

Applicant will have the right to place homes that are new to the Community on vacant Home Sites or replace homes that are removed from the Floodway or Floodplain. The ability to utilize Home Sites in the Floodway or Floodplain is consistent with “FEMA Publication P-85 *Protecting Manufactured Homes from Floods & Other Hazards 11-2019*” (“P-85”). As confirmed with Maureen O’Shea, NFIP State Coordinator, Idaho Dept. of Water Resources, on March 23, 2020 and as further clarified on May 6, 2020¹, below are the Requirements for Manufactured Home Installation in Floodways:

1. First Floor 1’ above the Base Flood Elevation (BFE)
2. Flood water diversion around Foundations do not increase the BFE
3. Properly anchored with Straps
4. Foundations are double unbonded dry stack concrete block on top of frost proof subgrade concrete piers per local flow data and FEMA design requirements for Zone AE.
5. Utilities are watertight

The floor of each home will be set about 1’ above the Base Flood Elevation (BFE). The ground is generally about 1.5’ – 2.0’ below the BFE. Therefore, the home will generally be set about 3 feet above grade. There are other FEMA requirements which require that the foundation not interfere or change the elevation of the BFE. Based on this, solid “pit set” foundations would divert and affect the BFE and therefore are not permitted under FEMA regulations and, consequently, will not be required at the Community.

Foundations

The Floodway & Floodplain are shown as Zone AE on the FEMA Flood Map. The flow velocities applicable to Willow Creek MHC are equal to or less than 1.5 feet per second according to FEMA Flood Insurance Study – Kootenai County effective May 3, 2010. Based on this combination of design parameters, Section 8.7.5 of P-85 TABLE 8.2 indicates the **typical foundations are to be unbonded double dry stack concrete block on top of frost proof subgrade concrete piers**.



Figure 2-5. Typical installation of a manufactured home

SECTION 9 – Transportation & Roads

The Community is on the western side of north end of the City adjacent to downtown. The main roads which provide access to this part of the City are State Highway 41 and West Highway 53. Immediate access to the Community is from Coeur d’Alene Street on the east and 4th Street to the south. Streets within the Community are set within a 50’ right of way that is 50’ and have 24’ of pavement. The streets are public and are maintained by the City.

SECTION 10 – Utilities

SECTION 10.1 – Domestic Water, Fire Service & Sewer service is provided by the City of Rathdrum in the Community. The water and sewer lines are currently privately owned and maintained by the current owner. Applicant will not make any changes to the water or sewer system as a part the PUD other than for the new Home Sites. However, the Applicant would consider some cost sharing with the City of Rathdrum to address the Fire Hydrant issue articulated by Tyler Drechsel of North Lakes Fire District.

There are no individual water meters for the homes. There is a nonfunctioning master-water meter at the northeast Community entrance. Based on the Rathdrum City water and sewer billing and rate structure, there is no economic incentive for the City or the Applicant to repair the Master Meter. Applicant will continue to bill and collect water & sewer bills on behalf of the City. City will bill Applicant based on number of occupied homes. The monthly flat rate amount (\$80.00/month as of the date of this PUD) will be consistent with other customers who consume similar amounts of water and sewer. This arrangement will be documented between City and Applicant in a separate utility agreement.

SECTION 10.2 – Stormwater

Storm water sheet flows to drywells which are located cross the Community.

SECTION 10.3 – Dry Utilities

Dry utilities such as electric, natural gas, internet and other communications are available to and serve the site.

SECTION 11 - Improvement Schedule

The applicant intends to construct improvements within 18 months of closing on the property.

SECTION 12 – Applicant Team – Project Team & Strong Sponsor

Project Team:

Local Design, Zoning, Surveying Professionals. Frame & Smetana, P.A. is a leading Civil Engineering consulting firm located in Coeur d’Alene, Idaho that has been in practice since 1969. Gordon Dobler PE, Jack Smetana and Russ Honsaker’s are Seneca’s lead design, engineering and surveying consultants for this project.

Gordon Dobler, P.E. – Gordon is a staff engineer. Gordon has a long-standing reputation as a Professional Engineer in the Spokane Valley – including a long span of his career as the City Engineer for the City of Coeur d’Alene from 1993 – 2016.

Local Property Manager. This important team member is yet to be identified given the COVID 19 travel restrictions. Seneca is hopes to identify this group before the Planning & Zoning hearing on June 17, 2020.

Seneca Capital Partners, a is respected and capable Manufactured Housing Community owner. The Applicant currently owns and operates nine manufactured housing communities with over 1250 lots across the United States. With the addition of Willow Creek and another community in Hayden, these numbers will grow to 11 communities with over 1,450 lots.

Mobile Home Communities – Seneca Capital Partners

<i>Number of Communities</i>	<i>Park Name</i>	<i>Address</i>	<i>City</i>	<i>State</i>	<i>Total Sites</i>
1	High Point MHC	2201 S Highway 5	McKinney	TX	174
2	Lazy Lane MHC	92810 Lazy Lane	Spring	TX	67
3	Tranquil Acres MHC	70 Avenue E North	Auburndale	FL	157
4	Gaslight Terrace MHC	1 Gaslight Dr.	North Fond du Lac	WI	293
5	Green Meadows MHC	300 Rolling Meadows Dr.	North Fond du Lac	WI	41
6	Lakeshore Terrace MHC	51 Lighthouse Lane	North Fond du Lac	WI	121
7	Fieldstone MHC	703 Lexington Dr.	Kiel	WI	19
8	Indian Meadows MHC	3636 S. Business Dr.	Sheboygan	WI	299
9	The Timbers MHC	1000 Timbers Dr.	Hillsborough	NC	90
10	Pine Hayden*	11450 N Government Way	Hayden	ID	30
11	Willow Creek MHP*	1515 Coeur d’Alene St.	Rathdrum	ID	180
Total					1471

**Currently under contract*

The Senior Management team at Seneca. Seneca has deep experience in commercial and residential real estate, including land use, development, redevelopment/repositioning, financing, property management and asset management. This experience spans many different commercial and residential property types including substantial experience with Manufactured Housing Communities. Please see our team members below and their respective responsibilities moving forward:

Paul Luber, P.E. – Paul is a Partner and Chief Operating Officer at Seneca. Paul’s accomplishments span the entire commercial real estate investment cycle including: acquisitions & capital raising; ground-up development & redevelopment of existing properties, leasing & portfolio operations optimization and dispositions across multiple product types including office, retail, industrial, multifamily, senior housing, land, self-storage and mobile home communities. Paul holds Bachelor degrees in Architecture and Structural Engineering and a Masters in Commercial Real Estate.

Larry Nelson, CPA – Larry is the Director of Asset Management for Seneca. Larry will directly oversee the Property Management and Asset Management for Willow Creek. Prior to joining Seneca Capital Partners, Mr. Nelson served for 6 years as the Vice-President of Operations for the Farrell-Roeh Group, that owned and operated Manufactured Housing Communities (“MHC”). Mr. Nelson was primarily in charge of operating FR Communities, an 11-community MHC portfolio located in 5 states, as well as managing FR Homes, a direct affiliate that purchased, maintained, rented, and sold Manufactured Homes. This \$30,000,000 portfolio of homes approached 1,000 units. For large part of Mr. Nelson’s career, he has been directly involved in the infrastructure development and construction of affordable housing units.

Rhett Trees – Rhett is the Founder and CEO of Seneca. Seneca is one of the fastest growing firms in the Mobile Home sector. From 2013-2017, Rhett was an Equity Partner at Caddis Capital Investments, the sponsor of Trico Fund III, an equity vehicle that held a \$75 million Mobile Home Community Portfolio, that sold most of the Fund assets to Blackstone in 2019. Trico III qualified as one of the Top 70 Largest Mobile Home Community Owners in the US. Caddis Capital Investments was a diversified private equity firm with a charter to own and operate income-oriented assets spanning multiple sectors including: mobile home communities, self-storage, student housing and parking assets.

Willow Creek Mobile Home Community

Plat Revision & Planned Unit Development

APPENDIX A

Maps & Diagrams

May 15, 2020

Prepared by

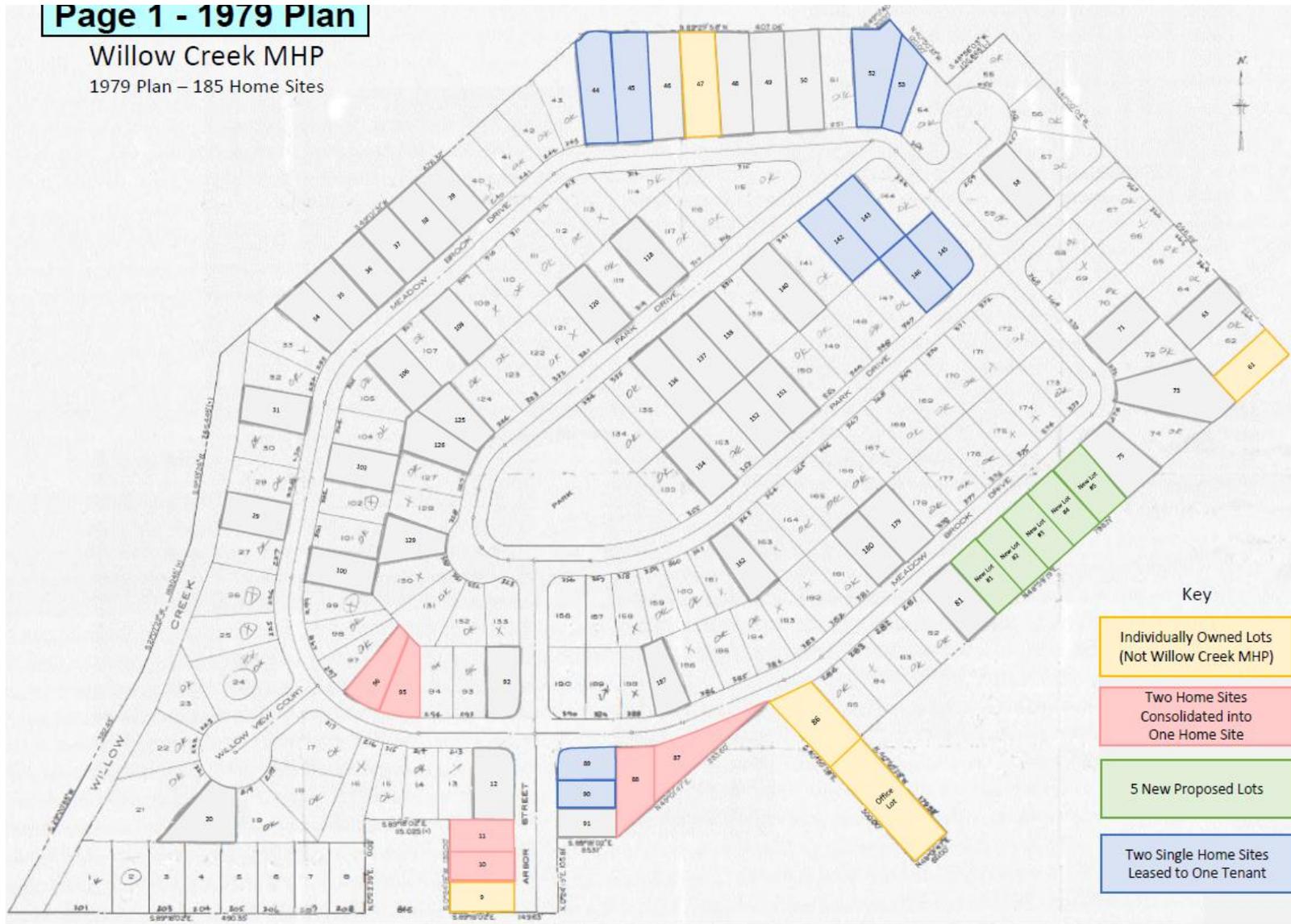
Seneca Capital Partners & Frame & Smetana Engineering

APPENDIX A - Table of Contents

Page #	Title	Purpose of / Notes on Diagram
Page 1	1979 Plan	Illustrates 185 Existing Home Sites
Page 2	1979 Infrastructure Plan	Infrastructure Plan for 185 existing Home Sites (Roads & Utilities)
Page 3	1981 Plat	140 Lots – Paper Lots – Paper Lots. Never Implemented. Does not reflect actual existing Home Sites Infrastructure locations
Page 4	2020 Re-Plat – Final Plat Exhibit	Creates Super Blocks. Retains Original Blocks of 1981 Plat. Eliminates Individual Platted Lots
Page 5	Willow Creek Home Site Exhibit	Shows 182 Home Sites = 177 Existing Homes Sites + 5 New Home Sites
Pages 6 -8	Preliminary Plat Exhibit	Shows 182 Home Sites & Setbacks (177 Existing Home Sites + 5 New Sites)

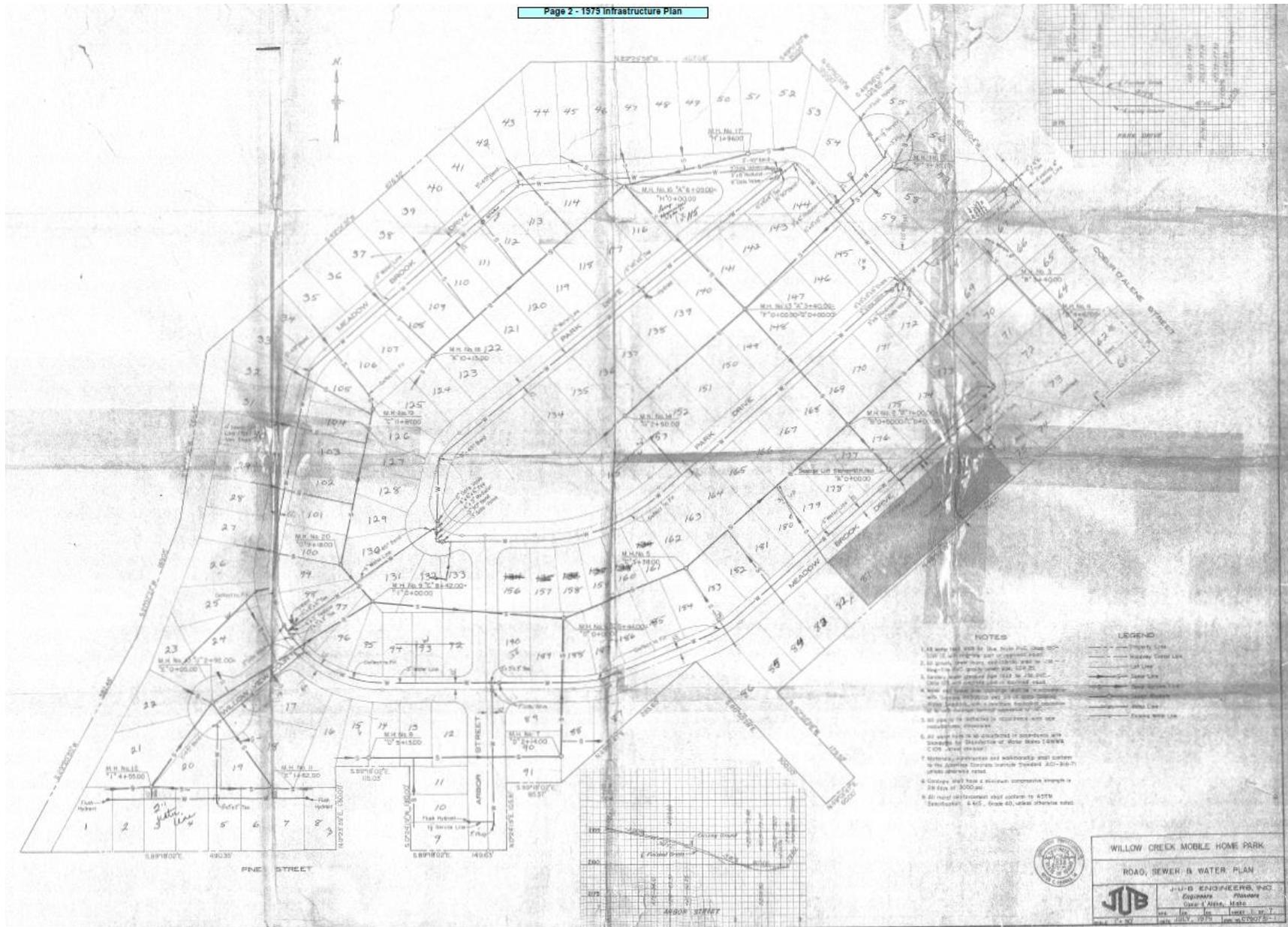
Page 1 - 1979 Plan

Willow Creek MHP
1979 Plan – 185 Home Sites



Key

- Individually Owned Lots (Not Willow Creek MHP)
- Two Home Sites Consolidated into One Home Site
- 5 New Proposed Lots
- Two Single Home Sites Leased to One Tenant



- NOTES**
1. All water lines shall be 12" dia. PVC, Class 200, 150' (2) with existing cast iron replaced.
 2. All gas lines shall be 12" dia. cast iron, Class 200, 150' (2) with existing cast iron replaced.
 3. Sewer lines shall be 12" dia. cast iron, Class 200, 150' (2) with existing cast iron replaced.
 4. All water lines shall be installed in accordance with the applicable codes and standards of the State of Ohio, C.O.R. (see note 1).
 5. All sewer lines shall be installed in accordance with the applicable codes and standards of the State of Ohio, C.O.R. (see note 1).
 6. All gas lines shall be installed in accordance with the applicable codes and standards of the State of Ohio, C.O.R. (see note 1).
 7. All utility lines shall be installed in accordance with the applicable codes and standards of the State of Ohio, C.O.R. (see note 1).
 8. All utility lines shall be installed in accordance with the applicable codes and standards of the State of Ohio, C.O.R. (see note 1).
 9. All utility lines shall be installed in accordance with the applicable codes and standards of the State of Ohio, C.O.R. (see note 1).
 10. All utility lines shall be installed in accordance with the applicable codes and standards of the State of Ohio, C.O.R. (see note 1).

- LEGEND**
- Property Line
 - Meadow Brook Line
 - Water Line
 - Sewer Line
 - Gas Line
 - Electric Line
 - Cable TV Line
 - Telephone Line
 - Other Utility Line



WILLOW CREEK MOBILE HOME PARK
 ROAD, SEWER & WATER PLAN
JUB ENGINEERS, P.C.
 ENGINEERS, PLANNERS
 AND ARCHITECTS
 100 N. W. 10th Ave., Suite 100
 Ft. Lauderdale, Florida 33304
 Date: JULY 1975
 Scale: 1" = 20'

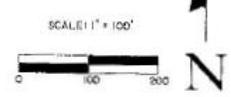
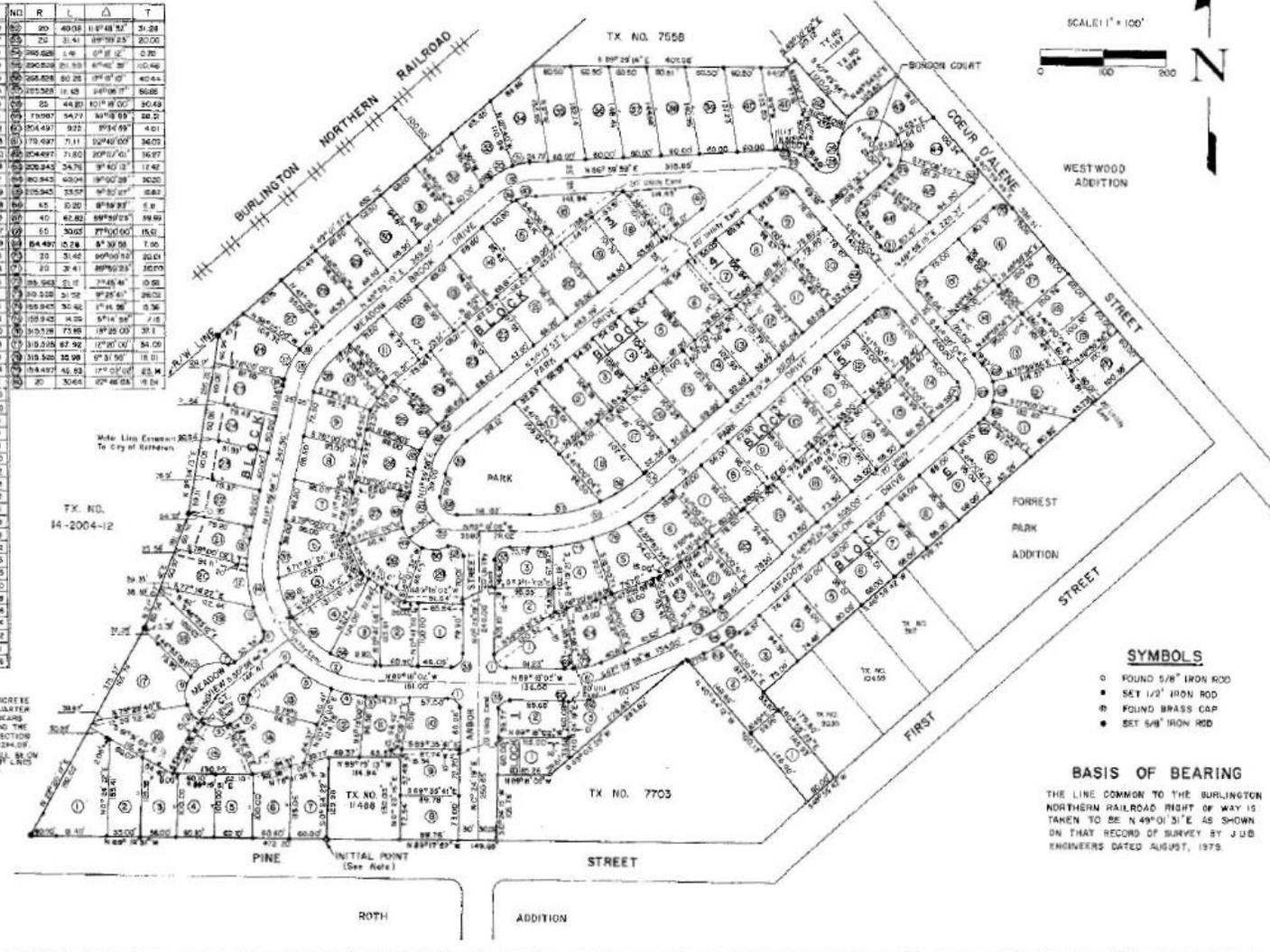
WILLOW CREEK

A PORTION OF THE SE 1/4 OF SEC. 36,
T52N, R5W, B.M., RATHDRUM, KOOTENAI COUNTY, IDAHO

NO	R	L	Δ	T	NO	R	L	Δ	T	
1	10	31.20	89°42'21"	18.90	50	20	40.08	11°48'32"	31.28	
2	180	18.90	80°15'50"	84.47	51	20	31.41	89°59'23"	20.00	
3	175	40.15	4°31'02"	8.79	52	200	228	1.46	0°11'12"	0.70
4	208	14.68	12°37'00"	27.80	53	200	228	1.46	0°11'12"	0.70
5	205	87.70	10°16'38"	34.30	54	200	228	1.46	0°11'12"	0.70
6	20	27.30	76°27'47"	16.33	55	200	228	1.46	0°11'12"	0.70
7	20	17.45	49°25'41"	8.53	56	20	44.20	10°11'19"00"	30.48	
8	50	12.25	14°00'28"	6.18	57	170	697	71.80	10°11'19"00"	30.48
9	50	43.03	50°00'00"	21.30	58	170	697	71.80	10°11'19"00"	30.48
10	92	57.57	82°38'23"	30.48	59	170	697	71.80	10°11'19"00"	30.48
11	208	32.26	8°30'29"	16.30	60	170	697	71.80	10°11'19"00"	30.48
12	208	52.14	10°16'58"	25.88	61	170	697	71.80	10°11'19"00"	30.48
13	208	43.07	10°04'00"	21.67	62	170	697	71.80	10°11'19"00"	30.48
14	180	140.28	87°01'12"	68.89	63	170	697	71.80	10°11'19"00"	30.48
15	180	65.50	56°55'21"	43.48	64	170	697	71.80	10°11'19"00"	30.48
16	155	9.60	3°24'08"	4.83	65	170	697	71.80	10°11'19"00"	30.48
17	155	93.02	18°35'59"	46.51	66	170	697	71.80	10°11'19"00"	30.48
18	155	37.36	12°49'40"	18.79	67	170	697	71.80	10°11'19"00"	30.48
19	80	35.07	30°00'40"	17.58	68	170	697	71.80	10°11'19"00"	30.48
20	100	40.36	22°22'41"	20.74	69	170	697	71.80	10°11'19"00"	30.48
21	108	38.71	18°53'56"	19.88	70	170	697	71.80	10°11'19"00"	30.48
22	40	30.30	10°52'57"	15.15	71	170	697	71.80	10°11'19"00"	30.48
23	65	37.44	10°00'00"	18.72	72	170	697	71.80	10°11'19"00"	30.48
24	65	31.30	14°59'56"	15.66	73	170	697	71.80	10°11'19"00"	30.48
25	20	84.88	120°32'36"	36.30	74	170	697	71.80	10°11'19"00"	30.48
26	50	16.11	30°00'40"	8.06	75	170	697	71.80	10°11'19"00"	30.48
27	50	41.80	10°11'19"00"	20.90	76	170	697	71.80	10°11'19"00"	30.48
28	50	18.90	10°11'19"00"	9.45	77	170	697	71.80	10°11'19"00"	30.48
29	20	36.42	30°00'40"	18.21	78	170	697	71.80	10°11'19"00"	30.48
30	20	31.40	10°11'19"00"	15.70	79	170	697	71.80	10°11'19"00"	30.48
31	20	20.41	10°11'19"00"	10.20	80	170	697	71.80	10°11'19"00"	30.48
32	20	5.80	10°11'19"00"	2.90	81	170	697	71.80	10°11'19"00"	30.48
33	150	71.15	20°16'02"	35.57	82	170	697	71.80	10°11'19"00"	30.48
34	155	82.26	20°40'00"	41.13	83	170	697	71.80	10°11'19"00"	30.48
35	155	68.11	21°15'00"	34.06	84	170	697	71.80	10°11'19"00"	30.48
36	155	51.87	19°24'56"	25.94	85	170	697	71.80	10°11'19"00"	30.48
37	125	42.79	16°59'37"	21.39	86	170	697	71.80	10°11'19"00"	30.48
38	50	7.71	7°30'47"	3.86	87	170	697	71.80	10°11'19"00"	30.48
39	50	23.26	30°00'40"	11.63	88	170	697	71.80	10°11'19"00"	30.48
40	20	30.35	14°15'54"	15.18	89	170	697	71.80	10°11'19"00"	30.48
41	104	71.89	10°11'19"00"	35.94	90	170	697	71.80	10°11'19"00"	30.48
42	104	15.88	6°08'13"	7.93	91	170	697	71.80	10°11'19"00"	30.48
43	104	51.80	22°00'00"	25.90	92	170	697	71.80	10°11'19"00"	30.48
44	104	0.55	1°30'00"	0.28	93	170	697	71.80	10°11'19"00"	30.48
45	20	2.80	10°11'19"00"	1.40	94	170	697	71.80	10°11'19"00"	30.48
46	50	44.20	50°00'00"	22.10	95	170	697	71.80	10°11'19"00"	30.48
47	50	49.11	50°00'00"	24.56	96	170	697	71.80	10°11'19"00"	30.48
48	20	46.03	33°58'28"	23.02	97	170	697	71.80	10°11'19"00"	30.48
49	50	35.03	42°02'40"	17.51	98	170	697	71.80	10°11'19"00"	30.48
50	50	44.20	50°00'00"	22.10	99	170	697	71.80	10°11'19"00"	30.48

NOTE: 1. A BRASS CAP SET IN CONCRETE FROM WHICH THE EAST QUARTER CORNER OF SECTION 36 BEARS N 89°01'51"E AS SHOWN ON THAT RECORD OF SURVEY BY JUB ENGINEERS DATED AUGUST, 1979.

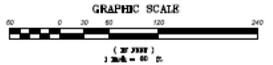
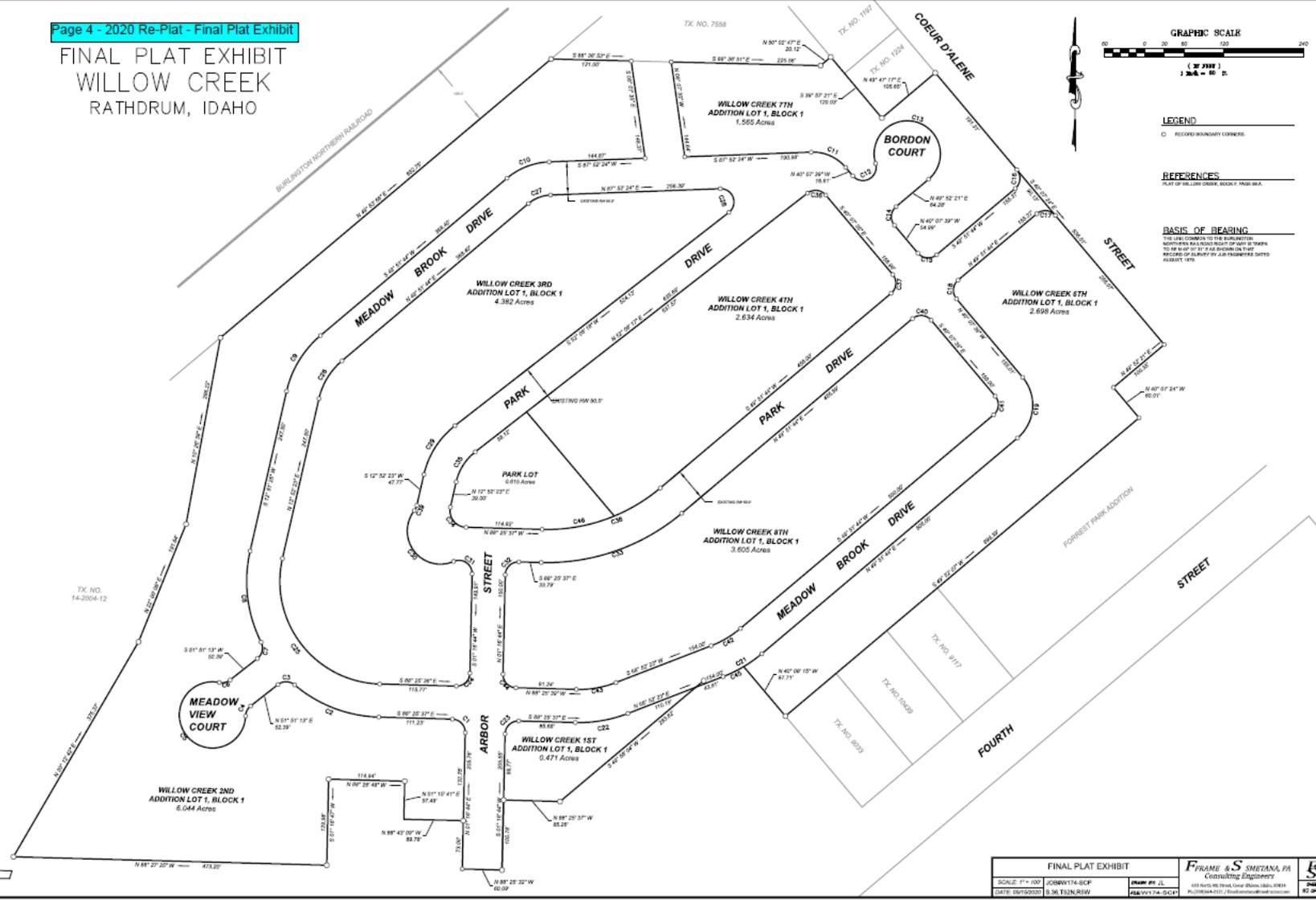
2. A 1/2" QUALITY FURNISHED BRASS BRONZE BRASS CAP SET IN CONCRETE FROM WHICH THE EAST QUARTER CORNER OF SECTION 36 BEARS S 81°17'30"E, 224.09' AS SHOWN ON THAT RECORD OF SURVEY BY JUB ENGINEERS DATED AUGUST, 1979.



- SYMBOLS**
- FOUND 5/8" IRON ROD
 - SET 1/2" IRON ROD
 - ⊙ FOUND BRASS CAP
 - ⊙ SET 5/8" IRON ROD

BASIS OF BEARING
THE LINE COMMON TO THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY IS TAKEN TO BE N 49°01'51"E AS SHOWN ON THAT RECORD OF SURVEY BY JUB ENGINEERS DATED AUGUST, 1979.

FINAL PLAT EXHIBIT
WILLOW CREEK
RATHDRUM, IDAHO



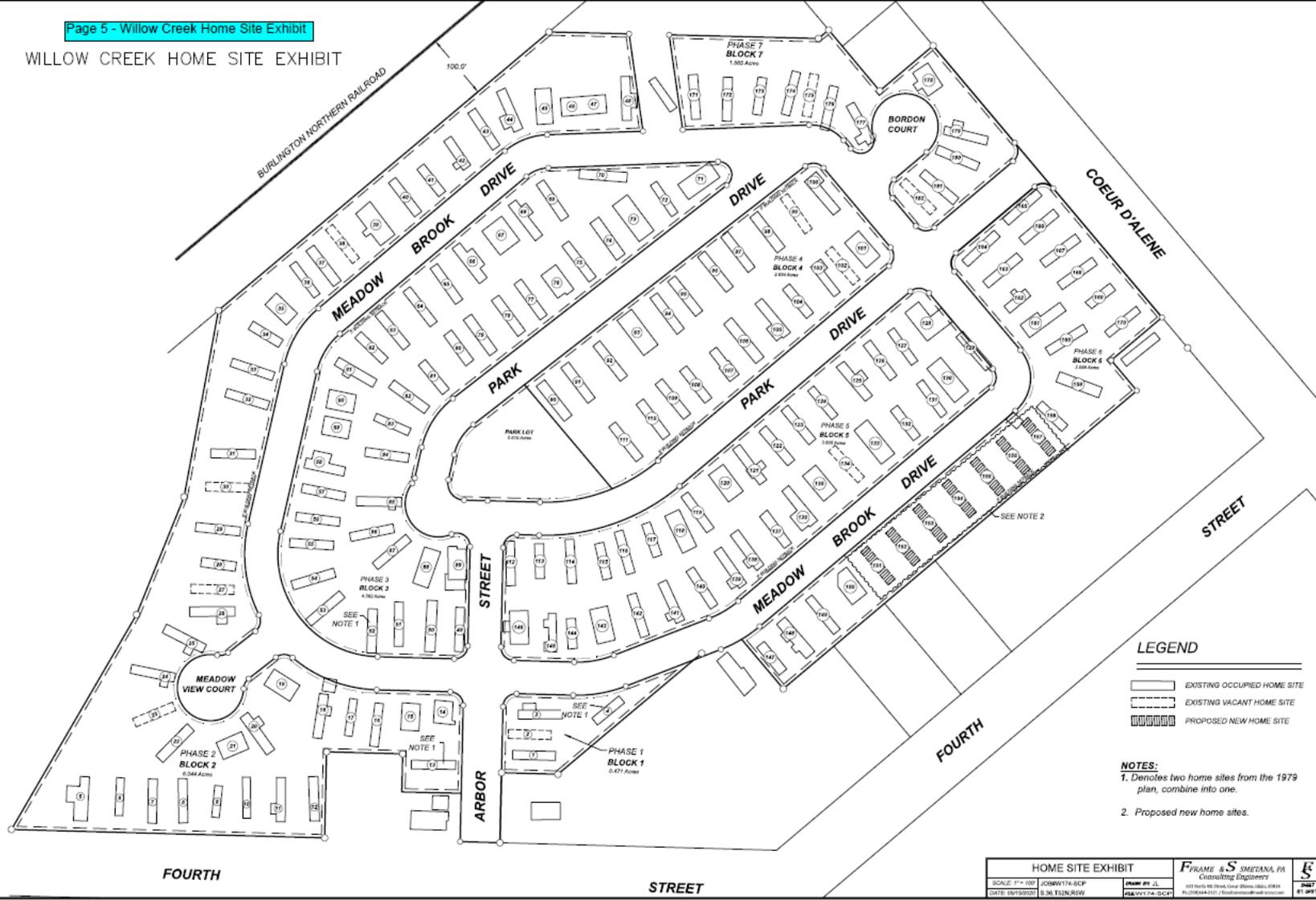
LEGEND
○ RECORDED BOUNDARY CORNERS

REFERENCES
PLAT OF WILLOW CREEK, BLOCK 1, PAGES 5-6A

BASIS OF BEARING
THE LINE COMMON TO THE SUBMITTED NORTHWEST PAUL ROAD RIGHT OF WAY IS PARALLEL TO THE 40° 07' 33" W AS SHOWN ON THE RECORDS OF COUNTY OF ADJACENT TOWNSHIP AUGUST 1978

FINAL PLAT EXHIBIT		FIRAME & SMETANA, PA Consulting Engineers 433 NORTH 200 SOUTH, RATHDRUM, IDAHO 83854 PHONE: (208) 331-1111 FAX: (208) 331-1111 www.firame.com	
SCALE: 1" = 200'	JOB# WY14-SCP		
DATE: 05/15/2021	DATE: 05/15/2021		

WILLOW CREEK HOME SITE EXHIBIT



HOME SITE EXHIBIT		FIRME & S SMTANA, PA Consulting Engineers 833 10th Street, Suite 2000, Idaho Falls, ID 83402 PH: (208) 325-1111 / Fax: (208) 325-1112	
SCALE: 1" = 100'	JOB: WY14-8CP		
DATE: 05/15/2014	BY: S.M. TSON/R.W.		

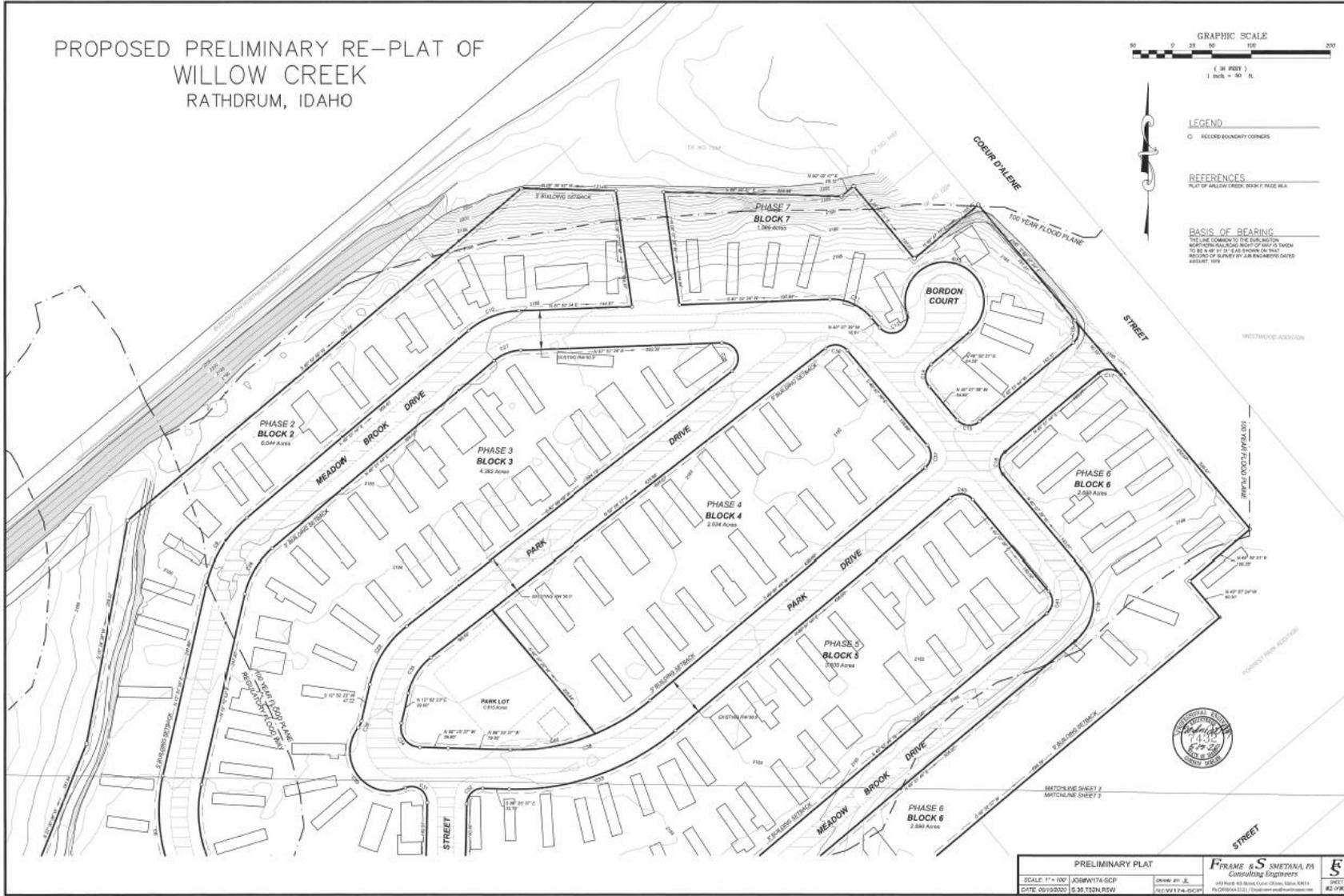
PROPOSED PRELIMINARY RE-PLAT OF
WILLOW CREEK
RATHDRUM, IDAHO



LEGEND
C RECORD BOUNDARY CORNERS

REFERENCES
PLAT OF WILLOW CREEK, BOOK 17 PAGE 864

BASIS OF BEARING
THE LINE COMMON TO THE SUBDIVISION
ADJACENT TO THE EAST BOUNDARY OF THIS PLAT
TO BE A 40° 01' 30" EAST BOUNDARY OF THE
RECORD OF SURVEY BY AN INSTRUMENT DATED
MAY 1978



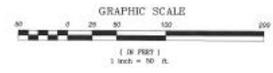
PRELIMINARY PLAT		
SCALE: 1" = 100'	JOB# WTA-GCP	
DATE: 05/10/2024	5.35 TSDN RSW	
MATCHLINE SHEET 1 MATCHLINE SHEET 2		

PROPOSED PRELIMINARY RE-PLAT OF
WILLOW CREEK
RATHDRUM, IDAHO

LEGEND
○ RECORD BOUNDARY CORNER

REFERENCES
PLAT OF PHASE ONE, BOOK 4, PAGE 84

BASIS OF BEARING
THE CURVES TO THE BOUNDARY
WILLOW CREEK ARE BEARING
SOUTH 84° 00' 00" W BY THE
RECORD OF SURVEY BY JES ENGINEERS DATED
AUGUST, 1975



PRELIMINARY PLAT		FRANK & S SMETANA, P.A. Consulting Engineers 400 West 24 Street, Coeur d'Alene, Idaho 83814 (208) 765-2122, (208) 765-2123	
SCALE: 1" = 100'	LOJRWY174-SEP		
DATE: 05/15/2020	S.30.162N.R5W		

Willow Creek PUD - APPENDIX B

Rathdrum Code Analysis & Schedule of Requested PUD Performance Standards

General Notes

A. PUD Performance Standards. Applicant has reviewed Rathdrum Code. Listed below are sections of Code that the Applicant believes to be pertinent to the PUD for Willow Creek Mobile Home Community. Any requested PUD Performance Standard (which differs from the Code) is explained in the "Willow Creek PUD" right-hand column beginning on Page 2.

If there are sections of the code (or other regulations) that Applicant has not examined but should, please let Applicant know.

B. Code & Regulation Applicability. To the extent that elements of the Property are being changed, these elements will comply with current codes and regulations, unless a PUD Performance Standard is established using the PUD process (for example, current setbacks for R-3 zoning will be modified by PUD). However, if an aspect of the property is not being changed as part of PUD, then the original provisions of the 1979 code in place at the time of approval or construction will continue to apply and no new construction or modifications will be required.

C. Certain Existing Conditions. The PUD Performance Standards are intended for (i) installation of homes that are new to the Community and (ii) other physical improvements which are to be made under this PUD to the Community and (iii) accommodating most existing conditions.

C.1. However, there are specific existing conditions that do not comply with the code or the PUD Performance standards. These existing conditions shall be "grandfathered" (permitted to continue to exist) or will be permitted by other agreement. These conditions do not require compliance with existing code or the PUD Performance Standards *[Explanation: For example structures encroaching in the ROW. There are a limited number of mobile home that do not comply with proposed (reduced) set backs. There a certain mobile homes that encroach into undeveloped ROW. Both of these conditions can be seen on Applicant's Preliminary Plat Exhibit dated 5/15/20. Over time as mobile homes are replaced, the replacement homes will be placed in a way that complies with the PUD set backs. It is important to note that although we are not proposing to move these homes, these situations are not true encroachments in that these home are moveable.]*

D. Willow Creek PUD Performance Standards. For each code provision in the left hand column below, Applicant has listed either:

(i) "Acceptable" OR

(ii) "PUD Performance Standard". In some cases, PUD Performance Standard is explained in [brackets].

E. Placing Homes in Floodway or Flood Plain. Applicant will be able to place & replace homes in the Floodway and Flood Plain provided the installation of such homes complies with relevant [FEMA Regulations](#)

Comparison of Code To Willow Creek PUD

Item #	Code Provision	Willow Creek PUD Performance Standards
11-3-2 SPECIFIC DEFINITIONS:		
1	New Definition	“Lot” shall mean a legally recorded lot of record as shown on the REVISED plat of Willow Creek Subdivision This will mean Super Block lot and will not apply to individual Home Sites after revision to Plat.
2	New Definition	“Space” or “Home Site” shall mean an area of land occupied, previously occupied or intended to be occupied by an structure, RV, mobile home or manufactured home.
CHAPTER 4 - DEVELOPMENT IMPACT FEE		
	9-4-1 => 9-4-17	
3	Chapter 4 Impact Fees	PUD Performance Standard Required: Not applicable to Willow Creek PUD, except in connection with new Home sites accounting for three consolidated Home Sites.

Item #	Code Provision	Willow Creek PUD Performance Standards
11-4A-4: R-3 RESIDENTIAL DISTRICT:		
11-4A-4: R-3 F. Lot Area, Density And Setback Provisions:		
4	1. Minimum lot area: Six thousand (6,000) square feet plus one thousand five hundred (1,500) square feet per each additional dwelling unit over one.	Acceptable: <i>[Explanation: Willow Creek Average Density = 8.6 home Sites per acre << permitted Density under this R-3 provision @ 12 or 15 home site per acre.]</i>
5	2. Maximum lot width to depth ratio: 1:2.5.	PUD Performance Standard Required: Not applicable to Super Block Concept
6	3. Minimum front yard: Twenty feet (20') measured from the edge of the street right of way to the front of the building.	PUD Performance Standard Required - Generally, 5 feet measured from Public right of way to the front of the bldg. Certain specific existing instances, set back will be 0'. In certain instances, Set back will be less than 0 (temporary encroachment into ROW. See limited instances on Preliminary Plat Exhibit. <i>[Explanation: Many existing occurrences of homes about 5' from front property line. See General Note C.1]</i>
7	4. Minimum side yard: Six feet (6') wide.	PUD Performance Standard Required: Minimum side yard: Five feet (5') wide and certain existing cases 0 feet. <i>[Explanation: There may be limited cases of encroachments into ROW. See Note C.1]</i>
8	5. Minimum side yard flanking street of corner lot: Twenty feet (20') from street right of way.	PUD Performance Standard Required: Minimum side yard: Five feet (5') wide and certain existing cases 0 feet. <i>[Explanation: There may be limited cases of encroachments into ROW. See Note C.1]</i>
9	6. Minimum rear yard: Ten feet (10') deep.	PUD Performance Standard Required - Generally, 5 feet measured from Rear Property Line to the rear of the bldg.

Item #	Code Provision	Willow Creek PUD Performance Standards
10	<p style="text-align: center;">6.A New Provision No comparable provision in existing code Address internal home spacing within Super Block relative other homes</p>	<p>"6.A" NEW PUD Performance Standard (Required for Super Block Concept): <u>Homes</u> within a Super Block shall be separated by a minimum distance 10 feet. This provision shall apply to home spacing within a Super Block relative other homes which are:</p> <ul style="list-style-type: none"> (i) side by side, (ii) back to back or (iii) any other adjacent configuration <p>but there is no legal lot lines between them. Setting homes at a distance of less than 10' (but not less than permitted by the IFC & IBC) may be administratively approved by the Planning Director.]</p>
11	7. Maximum building height: Not to exceed thirty five feet (35').	Acceptable
12	8. Maximum lot coverage: Thirty five percent (35%).	Acceptable (Coverage % applies only to homes; not accessory Structures)
13	9. Minimum size for single-family dwelling unit: Six hundred (600) square feet.	<p>PUD Performance Standard Required: 320 SF minimum to permit 8'x 32' park model. Section 9-4-2 permits a 320 SF Manufactured Home 8' x 40'</p> <p><i>[Explanation: Park model to be permitted on small lots. Travel Trailer & RV prohibited]</i></p>
14	10. Minimum driveway requirements: Twenty five feet (25') in length, excluding sidewalk.	PUD Performance Standard Required:
15	Exception: Lots platted prior to September 2003, may have driveway lengths no less than twenty feet (20'), excluding sidewalk.	See Exhibit A - Parking Schematic - Willow Creek MHC
16	11. Setback requirements must be measured from a legally established property line.	Acceptable
17	G. Parking: See chapter 5 of this title. (Ord. 493, 11-12-2008)	PUD Performance Standard Required: See Exhibit A - Parking Schematic - Willow Creek MHC

Item #	Code Provision	Willow Creek PUD Performance Standards
11-5-2: RESIDENTIAL STANDARDS (From CHAPTER 5 GENERAL PROVISIONS AND PERFORMANCE STANDARDS)		
11-5-2K Manufactured Homes		
18	<p>1. Development Standards For Manufactured Home On Individual Lot: The following standards are in addition to those applicable in the zoning district (1) where a manufactured home is located:</p> <p>[(1) It appears that these provision apply to MH on Individual lot and MH in other zoning districts.]</p>	
19	<p>a. Shall be designed for long term use by a residential household, contain a kitchen, bath, living and sleeping facilities, be multisectional and meet minimum square foot, bulk and setback requirements for the zoning district.</p>	<p>PUD Performance Standard Required Shall be designed for long term use by a residential household, contain a kitchen, bath, living and sleeping facilities, be multisectional <u>or single sectional</u> and meet minimum square foot, bulk and setback requirements for <u>Willow Creek PUD</u>.</p>
20	<p>b. Shall be placed on an excavated and backfilled foundation and enclosed at the perimeter such that the home is located not more than twelve inches (12") above grade.</p>	<p>PUD Performance Standard Required This provision will not apply. The floor of each Homes new to the Community shall be set at least 1' above the Base Flood Elevation (BFE). Homes new to the Community will generally be set about 36" above grade in order to be 1 foot above BFE. Home foundations will comply FEMA Publication P-85 – Protecting Manufactured Homes from Floods</p>
21	<p>c. Shall have a pitched wood, asphalt or metal shingle roof with a minimum slope of two to twelve (2:12) and a minimum of six inch (6") eave or gutter and eave attached to the entire perimeter of the roof.</p>	<p>PUD Performance Standard Required. Homes new to the park will generally be 1990 or newer with vinyl siding and pitched shingle roofs. Applicant, in its discretion, may allow an older home that does not meet these criteria, if such home is well maintained.</p>
22	<p>d. Shall have vertical and/or horizontal aluminum, vinyl, simulated wood or wood siding.</p>	
23	<p>e. Shall be permanently affixed with the running gear and towing hitch removed, and set upon a foundation approved as required by Idaho Code, and have an anchoring system that is totally concealed under the structure.</p>	<p>Acceptable</p>

Item #	Code Provision	Willow Creek PUD Performance Standards
24	f. Shall have a poured concrete or mortared enclosure, or aluminum, vinyl, simulated wood or wood siding consistent with the exterior siding of the home, which surrounds the entire perimeter of the structure and completely encloses the under area which contains the blocking and anchoring system.	Acceptable
25	g. Shall have a garage and driveway as required in other sections of this code.	PUD Performance Standard Required. Home Owner (Home Site Tenant) shall not be required to have a garage.
26	h. Shall obtain a setting permit from the city to demonstrate the home is assembled on site to the standards regulating the anchoring of the structure to its foundation and other building requirements. Upon completed setup, the manufactured home shall be assessed as real property and taxed as such on the required records.	PUD Performance Standard Required. Shall obtain a setting permit from the city to demonstrate the home is assembled on site to the standards regulating the anchoring of the structure to its foundation the ground and other building requirements. Upon completed setup, the manufactured home shall be assessed as real personal property, taxed as such on the required records and billed to the owner of the home (generally the Home Site Tenant).
27	i. Shall comply with state of Idaho manufactured home installation standards. (Ord. 545, 9-10-2014; amd. Ord. 585, 12-11-2019)	Acceptable

Item #	Code Provision	Willow Creek PUD Performance Standards
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11-5-2C C. Residential Driveways, Approaches And Parking Requirements: Residential driveways, approaches and parking shall meet the following standards:

28	1. Not more than fifty percent (50%) of the lot frontage shall be driveway or impervious surfacing as found in B.1.a. of this Chapter, except as provided herein for duplexes.	PUD Performance Standard Required: See Exhibit A - Parking Schematic - Willow Creek MHC
29	2. Driveway Length: Residential driveways shall be a minimum of twenty five feet (25') in length, or shall be paved to the front of the garage, whichever is greater, exclusive of any sidewalk or pathway.	PUD Performance Standard Required: See Exhibit A - Parking Schematic - Willow Creek MHC
30	a. Exception: Lots platted prior to September 2003 may have driveway lengths no less than twenty feet (20') excluding sidewalk.	PUD Performance Standard Required: See Exhibit A - Parking Schematic - Willow Creek MHC
31	3. Approach: Only an approved approach as described within this title shall be utilized to access property from right-of-way. Vehicles shall not cross over stormwater drainage easements and/or planting strips, unreinforced sidewalks, or other areas not permitted and intended as paved driving or parking surface.	PUD Performance Standard Required: See Exhibit A - Parking Schematic - Willow Creek MHC
32	4. Driveway Width: The minimum driveway width shall be ten feet (10') of driving surface and the maximum driveway width within the approach, stormwater swale/landscape strip and sidewalk area shall be thirty feet (30') of driving surface, plus six feet (6') for wings.	PUD Performance Standard Required: See Exhibit A - Parking Schematic - Willow Creek MHC
33	5. Off Street Parking: A minimum of two (2) off street parking spaces shall be provided per single-family residential dwelling unit. Driveways meeting standards set forth herein constitute parking space(s), however, garages shall not constitute a parking space(s) for the purpose of this requirement. Parking shall not block sidewalks or pathways.	PUD Performance Standard Required: See Exhibit A - Parking Schematic - Willow Creek MHC

Item #	Code Provision	Willow Creek PUD Performance Standards
34	6. Surfacing: All residential approaches/points of access from public rights-of-way, driveways and parking spaces as required by this code shall be paved with hot asphalt, portland cement concrete, or approved paving blocks or bricks.	PUD Performance Standard Required - paving may be Gravel Driveways
35	a. Additional parking and drives accessed from an existing approved paved approach and driveway may be graveled, subject to compliance with the other provisions of this Chapter. Landscape borders, such as landscape timbers, blocks, or curbing shall be used to protect sidewalks, swales/landscape strips and required landscaped areas from intrusion by gravel and vehicles.	Acceptable
36	b. Paving shall not be utilized within required easements. Pavement and impervious surfacing, including gravel, shall not be utilized within two feet (2') of any side or rear property line. Such area shall be retained for the provision of stormwater and/or landscaping.	PUD Performance Standard Required: See Exhibit A - Parking Schematic - Willow Creek MHC

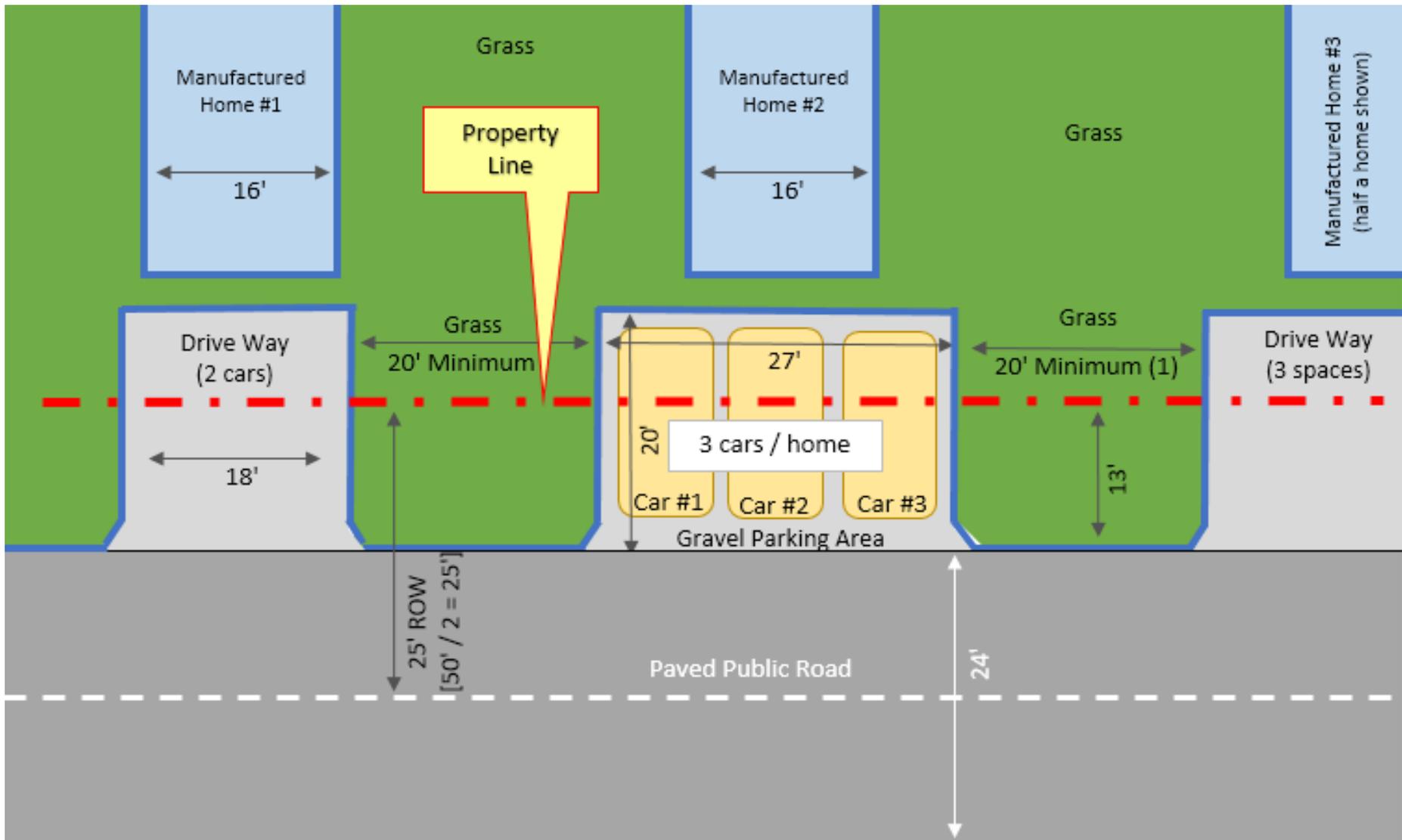


EXHIBIT A - Two & Three Car Parking Schematic Willow Creek MHC - 05/06/20

Scale is proportional and approximate

(1) 20' minimum dimension assumes 50' Home Site. This measurement may be less for smaller or irregular Home Sites

PROPOSED PRELIMINARY RE-PLAT OF
WILLOW CREEK
RATHDRUM, IDAHO



LEGEND

- RECORD BOUNDARY CORNERS

REFERENCES

PLAT OF WILLOW CREEK, BOOK F, PAGE 814

BASIS OF BEARING

THE BEARING AND DISTANCE TO THE CORNER POINTS OF THIS PLAT ARE AS SHOWN ON THE RECORD PLAT OF WILLOW CREEK, BOOK F, PAGE 814, RECORD OF SURVEY BY JAE ENGINEERS DATED APRIL 1948.



PRELIMINARY PLAT		DATE: 05/12/2023	SCALE: 1" = 40'
FRANK S. SMARTMAN, PE	JOHANNITA S. COOPER	NO. 14158	NO. 14158
CONSULTING ENGINEERS	CONSULTING ENGINEERS	PLATBOOK 1121	PLATBOOK 1121
1000 N. WASHINGTON ST. BOISE, ID 83725			
PH: 208.333.8888	PH: 208.333.8888	PH: 208.333.8888	PH: 208.333.8888
WWW.FSSE.COM	WWW.FSSE.COM	WWW.FSSE.COM	WWW.FSSE.COM
FSSE	FSSE	FSSE	FSSE

PROPOSED PRELIMINARY RE-PLAT OF WILLOW CREEK RATHDRUM, IDAHO



LEGEND
 ○ RECORD BOUNDARY CORNERS

REFERENCES
 PLAN OF WILLOW CREEK SUBDIVISION, PHASE 6A, 2010

BASIS OF BEARING
 THE LINES SHOWN ON THIS PLAN AND THE BEARINGS AND DISTANCES THEREON ARE BASED UPON THE SURVEY MADE BY JOHN W. SMITH AND COMPANY, INC. IN 1985, AS SHOWN ON THE RECORD PLAT OF WILLOW CREEK SUBDIVISION, PHASE 6A, 2010.



PRELIMINARY PLAT		FRANKE & S SMETANA, PA	
SCALE: 1" = 100'	JOB NUMBER: 12345	DATE: 06/15/2020	REGISTERED PROFESSIONAL ENGINEER
DATE: 06/15/2020	5:28:12 PM	NO. 12345	STATE OF IDAHO



Willow Creek Mobile Home Community

APPENDIX C

MODEL RULES & REGULATIONS

GUIDELINES FOR COMMUNITY LIVING

**NOTE: Not Part of Plat Revision & Planned Unit Development
Provided as a reference & support of Section 4.1 of the PUD Narrative which
is also not a part of PUD**

May 15, 2020

***All sections of R& R's will Apply to
Operation of Willow Creek MHC.***

***Sections that respond to City Concerns
for Willow Creek are shown below***

Topic	R&R Section(s)
Parking	12, 17
Cars	12
Yard Cleanliness	3, 4, 7
Home Appearance	3, 4, 9, 10
Accessory Structures	3, 8, 13
Animals	14

GUIDELINES FOR COMMUNITY LIVING

In order to have a neat, clean and attractive Community and one that not only we, but also the other residents of the Community will be proud of, the Management has set forth the following guidelines for living of which the residents and their guests shall abide. These are a part of your lease.

(1) GENERAL

1. Management has the right to approve or reject the type, size, and appearance of all homes before admittance or resale.
2. Resident shall be responsible and pay for any damages caused by other occupants of home or guests.
3. Streets are for traffic only.
4. No discharge of firearms, bow and arrow, hunting or trapping, etc. will be permitted in the community.
5. Occupancy standard must meet local municipality requirements.
6. One above ground commercially manufactured fire pit is allowed if it meets local municipal requirements.

(2) SUBLETTING, SELLING, OR RENTING

1. Only one commercially manufactured “for sale” sign may be used. It may be displayed from the interior of the front window and may not exceed 14"x18". It will not be permitted to be left up unless the home is actively being solicited for sale.
2. If Lessee plans to sell the home and have it remain in the Community:
 - a) The Tenant must first notify Landlord that he or she wishes the home, if sold, to remain in the community. Notification is required at least 45 days before the sale.
 - b) In addition, an exterior inspection of home and site shall be conducted by community management that includes, but is not limited to, skirting, steps, shed, awnings, and the exterior condition of the home and yard. This inspection is to be requested at the time of notification.
 - c) All repairs or changes which are found necessary as a result of the inspection must be completed 15 days prior to the sale of the home. In the event any repair is found not to be satisfactory, Landlord reserves the right to require the work be done by a qualified contractor.
 - d) After inspection has been completed and the home is found to be satisfactory, Tenant shall receive from the Community Management a letter stating that the home is qualified for resale. The processing of the prospective purchaser/Tenant will not be initiated until this letter is provided.
 - e) The Tenant has the responsibility to have the purchaser of Tenant’s home fill out and file with the Landlord an Application for Rental Agreement and Register at least 15 days before final approval will be given.
 - f) Current Tenant’s rent account must be paid in full prior to Landlord entering into a lease agreement with new approved Tenant.
 - g) After the application has been approved, the purchaser must sign a new lease and pay in full the security deposit and all rent and charges otherwise due.
 - h) If you plan to sell the home, but have it removed from the premises, you must notify the Manager a minimum of 28 days in advance in writing, and specify the date of removal and the parties who will be removing the home. The home must be moved by a licensed installer with community approval. Mover must provide proof of liability insurance.

(3) HOMES AND SITES

1. The resident shall not in any way attach additions, lean-tos, sheds, cabanas, or enclosures to his/her home

Willow Creek MHC
APPENDIX C –Model Rules & Regulation
May 15, 2020

except by written approval from Landlord. Completion of a Building Permit Application will be required, along with blueprints or drawings of any additions before their approval.

2. No fences of any kind may be put up by the resident without prior written permission, and submission and approval of a building permit. It is further recognized some fences may already exist and are “Grandfathered” and may be required to be removed upon a Change of Ownership or for failure to maintain it in a neat, orderly and safe manner.
3. Alterations shall not be made to the community site of the service facilities or components thereof without first receiving written permission from the Management.
 - a) Trees, shrubs, and flowers may be planted only after receiving prior consent of the Landlord. Tenant agrees they will become part of the real estate and must remain on the site at the termination of the lease. Landlord shall not be responsible for damage to any plants, shrubs, or lawns caused by the moving of a home on or off any site. Before planting any trees or shrubs, please contact Diggers’ Hotline as there are many utilities underground, and we do not want to dig over electric cables. This also includes garages, or any other outbuildings built on the premises. Tenant is responsible for care of landscaping.
 - b) Trees that are not approved for planting in the community include, but are not limited to willow, cottonwood, ash, silver maple, sumac and poplar. Trees trimming on or around Owned homes is the responsibility of the homeowner and any proposed tree removal is at the discretion and permission of Management and will be recorded in writing.
 - c) Bird feeders that are damaged, or not in use must be removed immediately. No items can be affixed or hung from trees.
 - d) Gardens: Approval from the community management must be obtained first if you should decide to plant a garden. The size must not exceed 10’ x 10’. No gardens shall be allowed in front yards. Locations must be behind your shed, or in back of your home, depending on instruction from the office. Your site must be able to tastefully accommodate a garden. Compost piles are not allowed. All plants should be removed after the growing season. Fencing around any gardens must be built with approved materials only and must also be removed after the growing season. All gardens must be approved in writing by Management prior to installation.
 - e) Landscaping items such as lawn mowers, riding lawn mowers and tractors must be stored in your shed, garage, or off-street view during the off season.
 - f) Snow blowers must be stored in your shed, garage, or off-street view during the off season.
4. Tarps can be used only with prior approval from management for home site. They must be a neutral color, i.e. black, brown or grey. Covers for cars, air conditioners, grills, motorcycles must be commercially designed for those specific items. They also must be a neutral color of black, brown or grey
5. The resident is responsible and must pay for damages caused by the resident while working on or around the utilities including the electrical pedestal, receptacles, television, or telephone cables or pedestals, gas, water, and sewer pipes, etc. Resident is also responsible and must pay for damage to property and structures such as sign posts, mailboxes, or lawns, etc. when damage was caused by the resident or the resident’s guest.
6. The care and condition of each Community site is the responsibility of the Tenant unless otherwise noted. Lawns must be BOTH mowed and trimmed a minimum of once per week, or more if necessary. Any shrubs must be maintained by Tenant. There is no lawn mowing or construction work on Holidays. If it becomes necessary for Management to mow lawns, clean up unsightly rubbish, etc. maintenance charges will apply (see lease for charges). Repeated forced mowing’s could result in a mandatory lawn care program at a price determined by the lawncare contract plus administrative fees.
7. The resident shall be responsible for proper installation of the manufactured home as dictated by manufacturer’s installation manual, and proper installation of all utility connections.
8. No storage of any item is permitted on patios or exterior areas surrounding the home except steps, patio furniture,

Willow Creek MHC
APPENDIX C –Model Rules & Regulation
May 15, 2020

or other patio related items.

9. Before driving any rods, posts or like materials into ground, check with Diggers' Hotline as to the location of underground utilities.
10. Trespassing on other residents' sites is not allowed without their expressed permission.
11. Each home MUST have the address displayed clearly on the exterior. If the Community has a standard type of number, letter, size or location, that will be the only allowable type of address. If there is no standard, any commercially produced number or letter would be acceptable providing it is proportional in size with the norm in the community.
12. No painting or dressing of any concrete walks or patios.
13. Window air conditioner units must be installed with supports attached to the home, not by posts to the ground.
14. Do not install insulation in your windows. Any materials designed as an additional storm window or weatherization must be secured on the inside of the home, not visible from the outside. Tape, plastic, and insulation, which can be seen on the exterior of the home, are not allowed.
15. Windows must be decorated with commercially designed window treatments, i.e. curtains, draperies, blinds, etc. Bath or beach towels, blankets, flags, or bed sheets or like materials will not be accepted as window coverings.
16. Commercially designed lawn furniture is allowed for outside use. No old upholstered furniture or furniture designed for interior use will be allowed. Furniture should be stored away during the off-season.
17. Any lawn decorations, lawn ornaments, or flags must be commercially produced and tastefully decorate your home site. Landlord at his own discretion may refuse any decorations deemed untasteful.
18. Outdoor holiday decorations must be removed no more than three weeks after the holiday.
19. All removable hitches must be removed after arrival in the Community.
20. Any murals or expressions of art on exteriors of garages, sheds, or home must be submitted with a building permit and approved by Landlord prior to initiation.
21. If any entrance to the home is designed for two doors, there must be two doors at all times, i.e. inside door and outside storm or combination door.
22. If home has a wood burner or fireplace, from October 1 to April 15, no more than two face cords of firewood may be stacked neatly on the site; from April 16 to September 30, no more than one face cord can be stacked on the site. Whenever possible it should be out of view from the street. All wood must be pre-cut before it is delivered to your site
23. In the event of fire, wind, or other causes of damage to the home or any of the Tenant's property on the home site, the Tenant is responsible for debris removal within a reasonable period of time as deemed by Landlord. If debris is allowed to remain, Landlord at his option may have it removed. The debris removal fee will be charged accordingly to current hourly rates, plus any refuse container fees as billed by them plus potential Administrative Fees for processing.

(4) SKIRTING

1. The resident will be expected to paint the skirting or any skirting that was installed in the past less vinyl skirting,

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which is not painted, then keep it in a well-maintained condition each year. Skirting must be kept in place and broken pieces replaced.

2. Hay bales, bags of leaves, or any other materials may not be placed around the skirting.

(5) WATER METERS

1. Resident is responsible for providing properly installed heat tape on their service line and meter. If meter freezes and breaks expense to have the meter replaced is the responsibility of the resident.

(6) SEWERS

1. Materials foreign to normal toilet usage such as disposable diapers, paper towels, napkins, Tampax, Kotex, etc..., shall not be placed in the toilets or drains.
2. If sewers become plugged and any foreign items listed above are found, it shall be the resident's sole responsibility to pay for the entire sewer-cleaning bill or sewer repair.
3. Residents are responsible for the maintenance of plumbing for the prevention and repairs of leaks in faucets, water lines, and toilets.

(7) GARBAGE

1. Garbage cans and/or proper plastic containers must comply with local Health Department Codes. All containers must be kept in a shed, or garage if available, or at the rear of the resident's home site, completely out of sight.
2. Garbage cans must be kept covered and not allowed to overflow. Do not at any time set garbage bags outside.
3. Do not set your garbage out to the curb for collection until late the evening before or early on the day of collection. Common sense should be used on windy days; anchor lightweight refuse and recyclables.
4. No burning of debris at any time.
5. If your community has recycling containers, store the separate containers in your shed, garage or out of site.

(8) STORAGE BUILDINGS, GARAGES & CARPORTS

1. A building permit must be submitted before any structure can be installed. Only one (1) storage building per site is allowed. If you are interested in building a new garage on your site, you must first submit detailed plans to Management for approval. A building permit from your local municipality must be obtained before any construction begins. The size of your site will dictate what structures will be allowed.
2. The utility building/garage must be vinyl sided with a pitched shingled roof. All siding, trim, and roofing materials must be identical to the colors and materials used on the home. The roof must be shingled with regular house-type roof shingles.
3. A base of concrete, cement slab, or gravel must be provided for the shed to rest on. This will depend on local codes.
4. All sheds shall be securely anchored to the base ground.

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5. No used sheds may be brought on the premises unless prior approval in writing is given by Management.
6. If you plan to have a shed or garage built, you must use new materials, and submit a plan to the home office for inspection and approval. We do not allow materials such as flake board, wafer board, particleboard, or blandex as exterior siding. The materials used **MUST BE DESIGNED FOR RESIDENTIAL EXTERIOR USE** and must be identical to the exterior siding and roofing material that was installed at the factory when the manufactured home was built.
7. The resident is required to keep buildings well maintained including paint, siding, windows and roofs.
8. Driveways, garage slabs and foundations become community property and are not allowed to be removed from the premises should the resident decide to relocate. Not all sites are conducive to garage construction. Added driveways must be the same as the existing drives to maintain a proper cosmetic appearance. All additions require prior written approval by Management.
9. If a carport, whether attached or freestanding, is on more than two sides, a garage door on the end facing the road will be required.
10. All unpainted material, i.e. brick molding, garage, or shed trim, etc. must be painted within 30 days of construction completion.
11. Any adverse effect of drainage due to new construction by resident will be corrected at the resident's expense.
12. Doors on storage buildings and garages must be kept closed when not in use.

(9) STEPS

1. All treated lumber decks or steps must be sealed or stained a coordinating color to match home, and properly maintained when needed.
2. All decks and steps must comply with local building code.

(10) SIGNS

1. No signs without prior community approval are allowed in the yard. This includes "For Sale" signs.
2. Political signs may be displayed during election time only and are to be removed promptly after the election is decided.

(11) PLAYGROUND EQUIPMENT AND SWIMMING POOLS

1. If playground equipment or pools are allowed in your specific community, you must submit a plan for prior written approval with Management as to details and location before installing it up. Management reserves the right to reject the condition of equipment and require its removal if it has not been authorized. No trampolines, tires or swings in trees are allowed. If you are considering installation of playground equipment, or a swimming pool larger than a wading pool you must first:
 - a) Submit a plan to Management listing the dimensions of the equipment or the pool along with a brochure on what it will look like when complete.
 - b) Pools must have a safety cover designed specifically for the pool and is securely kept on the pool when not in use.
 - c) The ladder to the pool must be removed when the pool is not in use. Safety netting must be on trampolines when not in use.
 - d) Local ordinances must be checked before installing a pool.

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- e) Tenant must provide Landlord with indemnification from Tenant's insurance company for any playground equipment and swimming pools prior to installation.
- f) Lawn damage by swimming pools must be repaired by tenant.
- g) Pools must be dismantled and removed by October 1 and must be emptied each night to avoid mosquito issues.
- h) Playground equipment may not be used for storage.
- i) It is recognized that some communities may have "Grandfathered" items and those MUST have documented Management Approval and are subject to removal upon Change of Ownership of the home or due to improper care/upkeep,

(12) AUTOMOBILES, SNOWMOBILES OR MOTORCYCLES & BOATS

(LOCAL MUNICIPAL ORDINANCES WILL APPLY IN LIEU OF THE APPLICABLE PROVISIONS LISTED BELOW IN COMMUNITIES WHERE THE MUNICIPALITY OWNS THE ROADWAYS)

- 1. Motorbikes, snowmobiles, mini-bikes, ATVS, and similar recreational vehicles may not be ridden in the community, around your home, empty sites or any property owned by Community at any time, except to and from marked trails at the posted speed. Please find the closest point of egress.
- 2. No motorized toys allowed to be operated on any roads or parking areas of the community.
- 3. Utility trailers, snowmobiles, campers, and boats are not allowed to be stored on site unless they are kept in a shed or garage.

If your Community has a storage compound facility; snowmobiles, campers, trailers and boats must be stored in this compound with the exception of motorcycles. These compounds are to be used for Seasonal Recreational vehicles only. They are not to be used to store fish (ice) shanties, unlicensed, inoperative, or unused cars and trucks, or equipment of any kind. These items cannot be stored on your home site. Management reserves the right to charge an additional fee for storage of recreational vehicles at your site if seasonal storage area is not available and it is recognized that this may not apply to all communities.

- 4. All recreational vehicles kept in the compound facility must be registered with management. Management reserves the right to refuse items for storage. Proper registration and identification must be kept on item in storage at all times and parked in assigned space only. Off road motorcycles, mini-bikes, ATVs, etc., shall be kept in shed or garage.
- 5. The resident or his guests shall drive in and out of the Community in a careful prudent manner and on the proper side of the road obeying road signs. All residents and guests must obey posted speed limit at all times.
- 6. Residents shall park their automobiles in the designated spaces. Absolutely no parking in the streets unless the Community has been approved to do so by local ordinances. NOTE: Parking in the streets must, without exception; park with the traffic flow. During times of snow, nobody may park in the roads and Management is not subject to any liability to damages caused to cars parked on the streets and all responsibility falls upon the owner of the vehicle.
- 7. Any and all vehicles must be in operable condition and display a current license plate.
- 8. Working on, repainting, overhauling, or changing oil, etc., is not permitted in streets or site. Damage resulting from petroleum or any other vehicle fluid spillage/leaks will be billed to the tenant. If you are changing a tire, the vehicle cannot be on jacks for more than 24 hours.
- 9. No delivery trucks, semi-trailers or similar sized vehicles are allowed to be parked in the communities, (van and pickups accepted).

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10. Driving or parking of vehicles or recreational vehicles on lawns for any reason is absolutely prohibited.
11. Fish (ice) shanties, or other such similar items, are not allowed in the community at any time.
12. All motorized vehicles operated in the Community must be licensed and operated by a licensed driver.
13. Resident must notify Landlord in the event of a change in vehicles giving a complete description of the new vehicle. The number of vehicles to be kept at the site must remain the same as Tenant's application for rental agreement unless prior written approval is approved by the landlord.

(13) TENTS AND CANOPIES

Tents should not remain up for an extended period of time that could cause damage to the lawn. Any damage to the lawn must be repaired by tenant. Tents are allowed to be aired out for a 24-hour period but are not to be used to any other purpose. Canopies are to be for temporary use and are to be removed/taken down when not in use.

1. Tents and canopies must be in good condition, not faded, torn, etc.
2. Management reserve the right to refuse any tent or canopy that is deemed undesirable.

(14) ANIMALS

1. All pets must be approved and registered by the Community PRIOR to obtaining the pet. There is no size limitation on dogs. Monthly fees for dogs are as follows: \$10 per month for dogs 15 inches or smaller at the highest point of the back, \$20 per month for dogs taller than 15 inches. Aggressive dogs or dogs that display aggressive behavior to include but not limited to: Doberman Pincher, German Shephard, Pit Bull, Staffordshire Terriers, Rottweiler, Huskies, Wolf Breeds or any mix thereof will not be permitted into the Community. Landlord reserves the right to permit or disallow any pet into the Community. All dogs, regardless of size must be photographed by the Community Manager prior to moving into the Community or when pet is acquired.
2. All animals must be confined to your site only unless being walked by the Resident, Occupants or Guests.
3. Pets may not run loose and must be on a leash no longer than six (6) feet long, held by the resident, occupants, or guest anytime the pet is outside to include those communities with permitted fences. Fencing does not preclude the leash requirements. Failure to comply will result in the loss of pet privileges and may include termination of your Lease Agreement.
4. "Beware of Dog" signage is strictly prohibited.
5. Noisy or unruly pets or those that cause quality of life complaints are subject to removal from the community.
6. Pets are not allowed to be tied up or tethered outside for any reason.
7. Pet feces is to be confined to your lot and must be picked up daily. Please refrain from walking pets in any playground or paly areas and always clean up after your pet when walking it in the Community.
8. All dogs and cats are subject to the local pet ordinances which include licensing provisions. You must contact your local clerk to obtain a license for your pet. All pets must be current on vaccinations. Feeding of strays is prohibited and are subject to trapping, removal, and possible monthly charges per the pet policy as well as termination of the Lease Agreement.
9. The resident is responsible for their visitor/guest animals to ensure that they conform to the animal rules and

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visitation must be approved in writing by Management.

10. External animal enclosures, i.e. dog houses, kennels, pet fences etc. are not permitted.

11. Management must be informed in writing when a pet is no longer in the household to terminate the next month's pet fees...back pet fees will not be credited if you fail to properly report the removal or loss of a pet.

(15) ANTENNAS

1. Management reserves the right to require removal of any antennas or similar equipment that causes a problem,
2. External devices or receivers, designed to pick up or transmit television, internet and/or radio signals are permitted in the Community with prior approval. Management reserves the right to determine where said devices are placed on the home/site.
3. Surveillance or recording devices must meet local ordinances.

(16) SNOW REMOVAL—PUBLIC STREETS

1. It is the resident's responsibility to keep their driveway clear of snow.
2. The Community does not allow on-street parking during the winter. The plow will normally concentrate on one street at a time. Cars plowed in must be shoveled out by owner. (NOTE: The above, though informational in format, is considered part of the specific rules and regulations.)

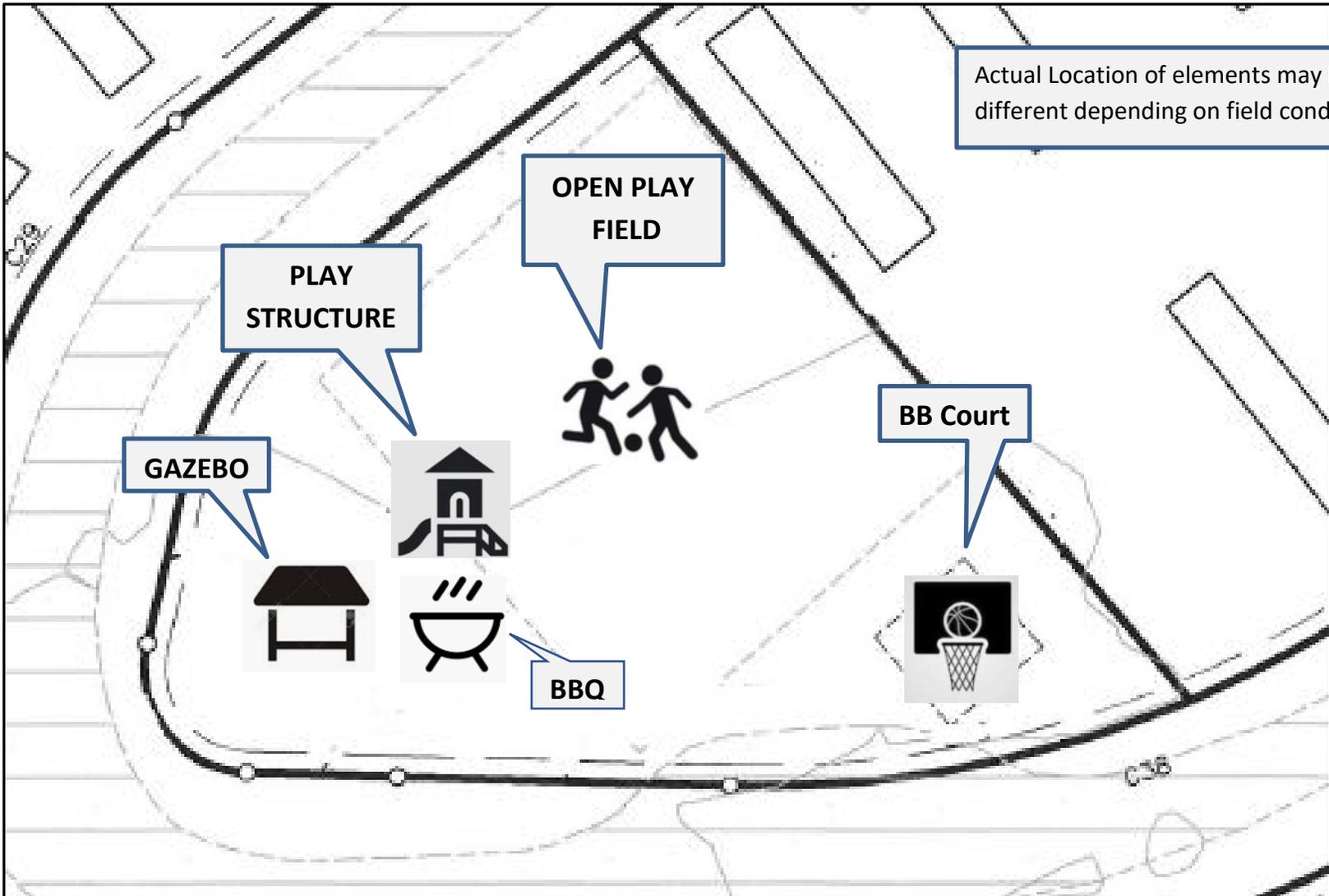
(17) SPECIAL

All person will be required to observe local ordinances in regard to nighttime curfews.

The Landlord shall not be responsible for any damage or injury, whether to person, property or otherwise, resulting from or caused by

- a) Fire, theft and elements, falling trees or limbs of trees, falling power lines, water, snow, ice, structures themselves, or any other types of damage over which the Landlord has no control.
- b) Anything done, caused or suffered to be done, or omitted to be done by the Tenant and/or agents or employees of the Tenant or any other person on the Community property whether by invitation or license of the Tenant or otherwise.
- c) The items covered herein are a majority of areas typically addressed however for any situations not covered, Management reserves the right to make an informed decision to determine validity of the issue or concern and take action or make decisions accordingly.

Willow Creek Open Space and Recreation Area



From: Stacy Simkins

Sent: Wednesday, April 22, 2020 1:16 PM

To: Tyler Drechsel; Gordon Dobler; Adam.Frederick@idwr.idaho.gov; angela.craner@usps.gov; bcleslie@bpa.gov; Borchardt, Carey F; danitab@centurytel.net; David Callahan; eric@rathdrum.org; flen.gaz@bnsf.com; jcmurray@bpa.gov; Howard, Jamie; jason.nebel@charter.com; Jeremy Hofer; info@kcemss.org; kevin@rathdrum.org; amarienau@kmpo.net; Kristie.McEnroe@deq.idaho.gov; bonny@lakeshwy.com; Matthew.Plaisted@deq.idaho.gov; sellison@phd1.idaho.gov; mdmcphee@bpa.gov; Info@postfallshd.com; tomi@rathdrumpolice.org; Helmick II, Ronald; shirley@postfallshd.com; sthompson@northidahostem.com; Steve_mcnulty@transcanada.com; becky.meyer@lakeland272.org; todd.kiesbuy@avistacorp.com; William Roberson

Cc: cary@rathdrum.org; Paul Luber; Jack Smetana

Subject: RE: [EXTERNAL] RE: Willow Creek Mobile Home Park-PUD

ITD does not have comments at this time unless there will be a change in traffic impacts to SH 53 or SH 41.

Thank you,

Stacy Simkins

Idaho Transportation Department

Permit Coordinator / District 1

600 W. Prairie Ave.

Coeur d'Alene, ID 83815

[208-772-1297](tel:208-772-1297) Office

[208-287-3873](tel:208-287-3873) Fax

Stacy.simkins@itd.idaho.gov

From: Tyler Drechsel <tdrechsel@northernlakesfire.com>

Sent: Wednesday, April 22, 2020 7:52 AM

To: Gordon Dobler <gordon@doblerengineering.com>; Adam.Frederick@idwr.idaho.gov; angela.craner@usps.gov; bcleslie@bpa.gov; Borchardt, Carey F <Carey.Borchardt@charter.com>; danitab@centurytel.net; David Callahan <dcallahan@kcgov.us>; eric@rathdrum.org; flen.gaz@bnsf.com; jcmurray@bpa.gov; Howard, Jamie <Jamie.Howard@avistacorp.com>; jason.nebel@charter.com; Jeremy Hofer <JHofer@kec.com>; info@kcemss.org; kevin@rathdrum.org; amarienau@kmpo.net; Kristie.McEnroe@deq.idaho.gov; bonny@lakeshwy.com; Matthew.Plaisted@deq.idaho.gov; sellison@phd1.idaho.gov; mdmcphee@bpa.gov; Info@postfallshd.com; tomi@rathdrumpolice.org; Helmick II, Ronald <ronald.l.helmick.ii@ftr.com>; shirley@postfallshd.com; Stacy Simkins <Stacy.Simkins@itd.idaho.gov>; sthompson@northidahostem.com; Steve_mcnulty@transcanada.com; becky.meyer@lakeland272.org; todd.kiesbuy@avistacorp.com; William Roberson <William.Roberson@itd.idaho.gov>

Cc: cary@rathdrum.org; Paul Luber <ptluber@senecacp.com>; Jack Smetana <jsmetana@roadrunner.com>

Subject: [EXTERNAL] RE: Willow Creek Mobile Home Park-PUD

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

This is not a complete review for the re-plat just items that may be reviewed/addressed at time of re-plat.

The Northern Lakes Fire District has responded to multiple structure fires and medical calls in this development over the years. The structure fire responses have been met with many logistical problems including lack of fire flow/fire hydrants within the development and access issues.

There are only two internal hydrants with spacing much greater than allowed by the fire code, based on spacing and due to friction loss if a fire occurs greater than 500 feet from a hydrant the friction loss greatly reduces the fire flow that is needed at the engine/pumper. This creates a problem with extinguishment and protection to other structures within the development.

The other major issue is road width, specifically during the winter months. The road width currently averages twenty (20) feet wide which would be acceptable per the International Fire Code for areas without fire hydrants but areas with fire hydrants are required a road width of twenty-six (26) foot wide which may be allowed to be reduced based on hydrant placement, if fire hydrants are added the road width will need to be increased. During the winter months due to buildup of snow on the sides of the road there were road widths measuring less than eighteen (18) feet wide which created a logistics issue during a fatal fire response that occurred in February, this problem is also intensified by on-street parking that regularly occurs.

If the applicant decides to go through the re-plat process an application will need to be completed for Northern Lakes Fire along with a review fee of \$47/hour, minimum of one hour paid prior to review.

Please let me know if you have any questions.

Thank you.

Tyler Drechsel

Division Chief of Fire Prevention, Fire Marshal

Northern Lakes Fire Protection District

Email: tdrechsel@northernlakesfire.com

Office: 208-772-5711

Cell: 208-659-2716

From: Gordon Dobler [<mailto:gordon@doblerengineering.com>]

Sent: Tuesday, April 21, 2020 5:49 PM

To: Adam.Frederick@idwr.idaho.gov; angela.craner@usps.gov; bcleslie@bpa.gov; Borchardt, Carey F; danitab@centurytel.net; David Callahan; eric@rathdrum.org; flen.gaz@bnsf.com; jcmurray@bpa.gov; Howard, Jamie; jason.nebel@charter.com; Jeremy Hofer; info@kcemss.org; kevin@rathdrum.org; amarienau@kmpo.net; Kristie.McEnroe@deq.idaho.gov; bonny@lakeshwy.com; Matthew.Plaisted@deq.idaho.gov; sellison@phd1.idaho.gov; mdmcphee@bpa.gov; Info@postfallshd.com; tomi@rathdrumpolice.org; Helmick II, Ronald; shirley@postfallshd.com; Stacy Simkins; sthomson@northidahostem.com; Steve_mcnulty@transcanada.com; becky.meyer@lakeland272.org; todd.kiesbuy@avistacorp.com; Tyler Drechsel; William.Roberson@itd.idaho.gov

Cc: cary@rathdrum.org; Paul Luber; Jack Smetana

Subject: Willow Creek Mobile Home Park-PUD

At the request of Cary Siess, City Planner for Rathdrum, I am sending out this request for agency comments on the proposed action. Because of the COVID 19 restrictions placed on us by the Governor, we are not able to conduct the traditional pre-application meeting, and therefore we are requesting any comments or concerns you might have be communicated via this email. Please send your response as “reply all” so that everyone can see your comments.

Willow Creek is an existing MH park in Rathdrum located between 4th street and Coeur d’alene (see attached vicinity map). The applicant is requesting approval of a re-plat of the interior lots and a PUD to allow reduced front and rear yard setbacks for the existing homes in the park that currently do not meet setback requirements. They are proposing to eliminate the interior lot lines and follow the International Building and Fire codes for separation between structures. In addition, they are asking to for the ability to replace units in the floodway and the floodplain, when these units are removed due to obsolescence or other reasons and to allow the addition of ten units at various locations in the park. The PUD will also address landscaping, parking, addressing, and other issues/concerns that have been raised by the City.

Please provide your response before Wednesday, May 5th. If you have any questions please contact Cary Siess at cary@rathdrum.org or [208.687.2700 Ext. 117](tel:208.687.2700) .

Gordon Dobler, P.E.
Dobler Engineering
[208.755-9732](tel:208.755.9732)

From: Gordon Dobler

Sent: Tuesday, April 21, 2020 5:49 PM

To: Adam.Frederick@idwr.idaho.gov; angela.craner@usps.gov; bcleslie@bpa.gov; Borchardt, Carey F; danitab@centurytel.net; David Callahan; eric@rathdrum.org; flen.gaz@bnsf.com; jcmurray@bpa.gov; Howard, Jamie; jason.nebel@charter.com; Jeremy Hofer; info@kcemss.org; kevin@rathdrum.org; amarienau@kmpo.net; Kristie.McEnroe@deq.idaho.gov; bonny@lakeshwy.com; Matthew.Plaisted@deq.idaho.gov; sellison@phd1.idaho.gov; mdmcphee@bpa.gov; Info@postfallshd.com; tomi@rathdrumpolice.org; Helmick II, Ronald; shirley@postfallshd.com; Stacy Simkins; sthompson@northidahostem.com; Steve_mcnulty@transcanada.com; becky.meyer@lakeland272.org; todd.kiesbuy@avistacorp.com; Tyler Drechsel; William.Roberson@itd.idaho.gov

Cc: cary@rathdrum.org; Paul Luber; Jack Smetana

Subject: Willow Creek Mobile Home Park-PUD

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Gordon Dobler, P.E.
Dobler Engineering
[208.755-9732](tel:208.755.9732)

Page 5 - Kootenai County GIS - Park Aerial Map with Plat shown



From: Mail Delivery Subsystem
Sent: Tuesday, April 21, 2020 5:49 PM
To: gordon@doblerengineering.com
Subject: Delivery Status Notification (Failure)



Message blocked

Your message to f1en.gaz@bnsf.com has been blocked. See technical details below for more information.

The response from the remote server was:

```
554 5.7.1 <f1en.gaz@bnsf.com>: Recipient address rejected: Access denied
```

From: Raymond,Amanda R (BPA) - TERR-BELL-1
Sent: Wednesday, April 22, 2020 8:42 AM
To: gordon@doblerengineering.com
Subject: FW: Willow Creek Mobile Home Park-PUD

Thank you so much for emailing BPA about the proposed re-plating of Willow Creek Mobile Home Park. BPA does not have any comments for the development.

Good Luck!

Amanda Raymond

Realty Specialist – Bell
Real Property Services
Bonneville Power Administration
E. [2410 Hawthorne Rd, Mead, WA 99021](#)
[\(509\) 468-3081](#) – office
[\(509\) 309-9788](#) – cell
arraymond@bpa.gov

From: Leslie,Brent C (BPA) - TERR-REDMOND <bcleslie@bpa.gov>
Sent: Wednesday, April 22, 2020 6:44 AM
To: Raymond,Amanda R (BPA) - TERR-BELL-1 <arraymond@bpa.gov>
Subject: FW: Willow Creek Mobile Home Park-PUD

FYI

Regards,

Brent Leslie

Realty Specialist
Bonneville Power Administration | Department of Energy
Real Property Field Services | TERR-REDMOND
[3655 SW Highland Ave](#)
[Redmond, OR 97756](#)
Office: [\(541\) 516-3257](#) Mobile: [\(971\) 284-9574](#)
bcleslie@bpa.gov
[Landowner Use and Safety Information](#)
<https://www.bpa.gov/PublicInvolvement/LandsCommunity/Pages/default.aspx>

Bonneville
POWER ADMINISTRATION



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From: Gordon Dobler <gordon@doblerengineering.com>

Sent: Tuesday, April 21, 2020 5:49 PM

To: Adam.Frederick@idwr.idaho.gov; angela.craner@usps.gov; Leslie, Brent C (BPA) - TERR-REDMOND <bcleslie@bpa.gov>; Borchardt, Carey F <Carey.Borchardt@charter.com>; danitab@centurytel.net; David Callahan <dcallahan@kcgov.us>; eric@rathdrum.org; flen.gaz@bnsf.com; Murray, Jamie C (BPA) - TERR-KALISPELL <jcmurray@bpa.gov>; Howard, Jamie <Jamie.Howard@avistacorp.com>; jason.nebel@charter.com; Jeremy Hofer <JHofer@kec.com>; info@kcemss.org; kevin@rathdrum.org; amarienau@kmpo.net; Kristie.McEnroe@deq.idaho.gov; bonny@lakeshwy.com; Matthew.Plaisted@deq.idaho.gov; sellison@phd1.idaho.gov; mdmcphee@bpa.gov; Info@postfallshd.com; tomi@rathdrumpolice.org; Helmick II, Ronald <ronald.l.helmick.ii@ftr.com>; shirley@postfallshd.com; Stacy Simkins <Stacy.Simkins@itd.idaho.gov>; sthomson@northidahostem.com; Steve_mcnulty@transcanada.com; becky.meyer@lakeland272.org; todd.kiesbuy@avistacorp.com; Tyler Drechsel <tdrechsel@northernlakesfire.com>; William.Roberson@itd.idaho.gov

Cc: cary@rathdrum.org; Paul Luber <ptluber@senecacp.com>; Jack Smetana <jsmetana@roadrunner.com>

Subject: [EXTERNAL] Willow Creek Mobile Home Park-PUD

At the request of Cary Siess, City Planner for Rathdrum, I am sending out this request for agency comments on the proposed action. Because of the COVID 19 restrictions placed on us by the Governor, we are not able to conduct the traditional pre-application meeting, and therefore we are requesting any comments or concerns you might have be communicated via this email. Please send your response as "reply all" so that everyone can see your comments.

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Please provide your response before Wednesday, May 5th. If you have any questions please contact Cary Siess at cary@rathdrum.org or [208.687.2700](tel:208.687.2700) Ext. 117 .

Gordon Dobler, P.E.
Dobler Engineering
[208 755-9732](tel:208.755.9732)

From: Frederick, Adam
Sent: Wednesday, April 22, 2020 7:02 AM
To: Gordon Dobler
Subject: RE: Willow Creek Mobile Home Park-PUD

The Idaho Department of Water Resources has no comment.

Adam

Adam Frederick
Water Rights Supervisor
Idaho Dept. of Water Resources
Northern Regional Office
Phone [208-762-2800](tel:208-762-2800)

From: Gordon Dobler [<mailto:gordon@doblerengineering.com>]
Sent: Tuesday, April 21, 2020 5:49 PM
To: Frederick, Adam <Adam.Frederick@idwr.idaho.gov>; angela.craner@usps.gov; bcleslie@bpa.gov; Borchardt, Carey F <Carey.Borchardt@charter.com>; danitab@centurytel.net; David Callahan <dcallahan@kcgov.us>; eric@rathdrum.org; flen.gaz@bnsf.com; jcmurray@bpa.gov; Howard, Jamie <Jamie.Howard@avistacorp.com>; jason.nebel@charter.com; Jeremy Hofer <JHofer@kec.com>; info@kcemss.org; kevin@rathdrum.org; amarienau@kmpo.net; Kristie.McEnroe@deq.idaho.gov; bonny@lakeshwy.com; Matthew.Plaisted@deq.idaho.gov; sellison@phd1.idaho.gov; mdmcphee@bpa.gov; Info@postfallshd.com; tomi@rathdrumpolice.org; Helmick II, Ronald <ronald.l.helmick.ii@ftr.com>; shirley@postfallshd.com; Stacy Simkins <Stacy.Simkins@itd.idaho.gov>; sthomson@northidahostem.com; Steve_mcnulty@transcanada.com; becky.meyer@lakeland272.org; todd.kiesbuy@avistacorp.com; Tyler Drechsel <tdrechsel@northernlakesfire.com>; William.Roberson@itd.idaho.gov
Cc: cary@rathdrum.org; Paul Luber <ptluber@senecacp.com>; Jack Smetana <jsmetana@roadrunner.com>
Subject: Willow Creek Mobile Home Park-PUD

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Gordon Dobler, P.E.
Dobler Engineering
208 755-9732

From: Chris Way
Sent: Wednesday, April 22, 2020 11:33 AM
To: gordon@doblerengineering.com
Cc: tdrechsel@northernlakesfire.com
Subject: Willow Creek Mobile Home Park-PUD

Dear Sir,

KCEMSS has the same concerns that Northern Lakes Fire has with the above mentioned project. Thank you for allowing us to comment

Christopher E. Way, BA, Paramedic

Chief, Kootenai County EMS System
4381 West Seltice Way
Coeur d' Alene, ID 83814
208-930-4224 (Office)
208-930-4259 (Fax)
chrisw@kcemss.org



"The essence of the past is experience. The essence of the future is opportunity. The essence of wisdom is to properly connect the two."

Memo

To: Cary Siess (via email)
From: Kevin Jump
CC:
Date: June 15, 2020
Re: Proposed Willow Creek PUD

Here are some comments which address public infrastructure conditions/expectations for Willow Creek.

Sanitary Sewer Collection System

The sanitary sewer collection system within Willow Creek is privately-owned by the property owner (Idaho Contractors, Inc.). This includes the sanitary sewer upstream of the sewer tie-in point which is located on Lot 4 of the Forest Park Addition.

Rathdrum Public Works would like for the Willow Creek sanitary sewer system to remain privately-owned and privately-maintained.

Water Distribution System

The water distribution system, including hydrants, within Willow Creek is privately-owned by the property owner (Idaho Contractors, Inc.). The Willow Creek water system connects to the City of Rathdrum's water system at Coeur d'Alene Street. Currently, Willow Creek is assessed a base monthly water/sewer fee for each lot. The water consumption/usage is currently not metered. There is a meter vault near the Coeur d'Alene Street tie-in location – but, it is out-of-service and non-functional.

Rathdrum Public Works would like for the Willow Creek water system to remain privately-owned and privately-maintained. However, for the purposes of tracking water usage, we would like the commercial water meter set-up to be rehabilitated. The costs associated with re-establishing an accurate & reliable water meter set-up shall be borne by the property owner. The water meter arrangement would need to be made

compliant with the Rathdrum Standard for 4-inch water meter set. The water meter vault, including meter, will be owned by the property owner.

Roadways

The roadways within Willow Creek are publicly-owned and maintained by Rathdrum Public Works.

In 2014-2015, Rathdrum Public Works had all of the Willow Creek roadways rehabilitated by patching pavement failure areas followed by an asphalt pavement overlay of all Willow Creek streets. Immediately following the City's pavement rehabilitation program, several Willow Creek residents were requesting to open-cut the roadways so that they could extend natural gas service to their respective lots. With this in mind, the City of Rathdrum presented the opportunity to Idaho Contractors to make the Willow Creek roadways private.

Permits & Fees Required

An extension of a utility service to any lot will require that the applicant secure a right-of-way encroachment permit from Rathdrum Public Works and remit payment for associated fees.

Where a lot currently sits vacant, the City of Rathdrum will also require the applicant to remit payment for capitalization fees, impact fees, hook-up fees, and building permit fees.

From: Tyler Drechsel

Sent: Wednesday, April 22, 2020 7:52 AM

To: Gordon Dobler; Adam.Frederick@idwr.idaho.gov; angela.craner@usps.gov; bcleslie@bpa.gov; Borchardt, Carey F; danitab@centurytel.net; David Callahan; eric@rathdrum.org; flen.gaz@bnsf.com; jcmurray@bpa.gov; Howard, Jamie; jason.nebel@charter.com; Jeremy Hofer; info@kcemss.org; kevin@rathdrum.org; amarienau@kmpo.net; Kristie.McEnroe@deq.idaho.gov; bonny@lakeshwy.com; Matthew.Plaisted@deq.idaho.gov; sellison@phd1.idaho.gov; mdmcphee@bpa.gov; Info@postfallshd.com; tomi@rathdrumpolice.org; Helmick II, Ronald; shirley@postfallshd.com; Stacy Simkins; sthompson@northidahostem.com; Steve_mcnulty@transcanada.com; becky.meyer@lakeland272.org; todd.kiesbuy@avistacorp.com; William.Roberson@itd.idaho.gov

Cc: cary@rathdrum.org; Paul Luber; Jack Smetana

Subject: RE: Willow Creek Mobile Home Park-PUD

This is not a complete review for the re-plat just items that may be reviewed/addressed at time of re-plat.

The Northern Lakes Fire District has responded to multiple structure fires and medical calls in this development over the years. The structure fire responses have been met with many logistical problems including lack of fire flow/fire hydrants within the development and access issues.

There are only two internal hydrants with spacing much greater than allowed by the fire code, based on spacing and due to friction loss if a fire occurs greater than 500 feet from a hydrant the friction loss greatly reduces the fire flow that is needed at the engine/pumper. This creates a problem with extinguishment and protection to other structures within the development.

The other major issue is road width, specifically during the winter months. The road width currently averages twenty (20) feet wide which would be acceptable per the International Fire Code for areas without fire hydrants but areas with fire hydrants are required a road width of twenty-six (26) foot wide which may be allowed to be reduced based on hydrant placement, if fire hydrants are added the road width will need to be increased. During the winter months due to buildup of snow on the sides of the road there were road widths measuring less than eighteen (18) feet wide which created a logistics issue during a fatal fire response that occurred in February, this problem is also intensified by on-street parking that regularly occurs.

If the applicant decides to go through the re-plat process an application will need to be completed for Northern Lakes Fire along with a review fee of \$47/hour, minimum of one hour paid prior to review.

Please let me know if you have any questions.

Thank you.

Tyler Drechsel

Division Chief of Fire Prevention, Fire Marshal

Northern Lakes Fire Protection District

Email: tdrechsel@northernlakesfire.com

Office: 208-772-5711

Cell: 208-659-2716

From: Gordon Dobler [mailto:gordon@doblerengineering.com]

Sent: Tuesday, April 21, 2020 5:49 PM

To: Adam.Frederick@idwr.idaho.gov; angela.craner@usps.gov; bcleslie@bpa.gov; Borchardt, Carey F; danitab@centurytel.net; David Callahan; eric@rathdrum.org; flen.gaz@bnsf.com; jcmurray@bpa.gov; Howard, Jamie; jason.nebel@charter.com; Jeremy Hofer; info@kcemss.org; kevin@rathdrum.org; amarienau@kmpo.net; Kristie.McEnroe@deg.idaho.gov; bonny@lakeshwy.com; Matthew.Plaisted@deg.idaho.gov; sellison@phd1.idaho.gov; mdmcphee@bpa.gov; Info@postfallshd.com; tomi@rathdrumpolice.org; Helmick II, Ronald; shirley@postfallshd.com; Stacy Simkins; sthomson@northidahostem.com; Steve_mcnulty@transcanada.com; becky.meyer@lakeland272.org; todd.kiesbuy@avistacorp.com; Tyler Drechsel; William.Roberson@itd.idaho.gov

Cc: cary@rathdrum.org; Paul Luber; Jack Smetana

Subject: Willow Creek Mobile Home Park-PUD

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Gordon Dobler, P.E.
Dobler Engineering
[208.755-9732](tel:208.755.9732)

From: Tony Zwink

Sent: Thursday, April 23, 2020 9:03 AM

To: Gordon Dobler; Adam.Frederick@idwr.idaho.gov; angela.craner@usps.gov; bcleslie@bpa.gov; Borchardt, Carey F; danitab@centurytel.net; David Callahan; eric@rathdrum.org; flen.gaz@bnsf.com; jcmurray@bpa.gov; Howard, Jamie; jason.nebel@charter.com; Jeremy Hofer; info@kcemss.org; kevin@rathdrum.org; amarienau@kmpo.net; Kristie.McEnroe@deq.idaho.gov; bonny@lakeshwy.com; Matthew.Plaisted@deq.idaho.gov; Shawn Ellison; mdmcphee@bpa.gov; Info@postfallshd.com; tomi@rathdrumpolice.org; Helmick II, Ronald; shirley@postfallshd.com; Stacy Simkins; sthompson@northidahostem.com; Steve_mcnulty@transcanada.com; becky.meyer@lakeland272.org; todd.kiesbuy@avistacorp.com; William.Roberson@itd.idaho.gov; Cc:; Paul Lubber; Jack Smetana

Cc: cary@rathdrum.org

Subject: RE: Willow Creek Mobile Home Park-PUD

All,

It appears this MH park is on a sewer system. As such, PHD will have no objections to such a proposal other than they will have to file a Land Application with our office prior to re-platting.

Tony Zwink

Environmental Health Specialist

Panhandle Health District

tzwink@phd1.idaho.gov

Office: (208) 415-5236

Cell: (208) 758-1011

8500 N. Atlas Road

Hayden, ID 8385



Public Health
Prevent. Promote. Protect.

Panhandle Health District
ENVIRONMENTAL

From: Gordon Dobler [<mailto:gordon@doblerengineering.com>]

Sent: Tuesday, April 21, 2020 5:49 PM

To: Adam.Frederick@idwr.idaho.gov; angela.craner@usps.gov; bcleslie@bpa.gov; Borchardt, Carey F;

danitab@centurytel.net; David Callahan; eric@rathdrum.org; flen.gaz@bnsf.com; jcmurray@bpa.gov; Howard, Jamie; jason.nebel@charter.com; Jeremy Hofer; info@kcemss.org; kevin@rathdrum.org; amarienau@kmpo.net; Kristie.McEnroe@deg.idaho.gov; bonny@lakeshwy.com; Matthew.Plaisted@deg.idaho.gov; sellison@phd1.idaho.gov; mdmcphee@bpa.gov; Info@postfallshd.com; tomi@rathdrumpolice.org; Helmick II, Ronald; shirley@postfallshd.com; Stacy Simkins; sthomson@northidahostem.com; Steve_mcnulty@transcanada.com; becky.meyer@lakeland272.org; todd.kiesbuy@avistacorp.com; Tyler Drechsel; William.Roberson@itd.idaho.gov
Cc: cary@rathdrum.org; Paul Luber; Jack Smetana
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Gordon Dobler, P.E.
Dobler Engineering
[208.755.9732](tel:208.755.9732)

05/11/20
12:46

RATHDRUM POLICE DEPARTMENT
CAD Call Address History, by Nature of Call

Page: 236
1

Time, Date	Address	City

Traffic Accident w/ Damage		

22:42:45 04/25/19	N COEUR D ALENE ST & W PARK LOOP	RATHDRUM
Agency Assistance		

10:04:19 01/22/19	W PARK LOOP	RATHDRUM
22:26:18 02/10/19	W PARK LOOP	RATHDRUM
13:21:20 05/03/19	W PARK LOOP	RATHDRUM
12:24:26 05/08/19	W PARK LOOP	RATHDRUM
18:51:29 11/15/19	W PARK LOOP	RATHDRUM
RESIDENTIAL ALARM		

14:07:04 09/28/19	PARK LOOP	RATHDRUM
Animal Abuse		

19:02:53 03/03/19	N COEUR D ALENE ST & W PARK LOOP	RATHDRUM
Animal Bite		

19:28:26 06/27/19	PARK LOOP	RATHDRUM
Contained Animal		

11:29:28 09/20/19	PARK LOOP	RATHDRUM
14:59:48 10/09/19	PARK LOOP	RATHDRUM
LOOSE ANIMAL		

14:02:16 01/09/19	W PARK LOOP	RATHDRUM
14:59:13 01/10/19	N COEUR D ALENE ST & W PARK LOOP	RATHDRUM
10:35:48 03/21/19	W PARK LOOP	RATHDRUM
10:27:51 04/14/19	W PARK LOOP	RATHDRUM
15:01:10 05/31/19	W PARK LOOP	RATHDRUM
08:06:28 06/25/19	N COEUR D ALENE ST & W PARK LOOP	RATHDRUM
Animal Barking/Howling		

08:12:43 01/18/19	W PARK LOOP	RATHDRUM
21:03:22 03/23/19	W PARK LOOP	RATHDRUM
02:00:31 07/10/19	W PARK LOOP	RATHDRUM
03:29:53 08/29/19	W PARK LOOP	RATHDRUM
00:01:44 10/15/19	W PARK LOOP	RATHDRUM
Animal Problem		

15:33:50 02/08/19	W PARK LOOP	RATHDRUM
18:49:13 03/19/19	W PARK LOOP	RATHDRUM
15:04:33 06/27/19	W PARK LOOP	RATHDRUM
Burglary		

02:54:34 07/03/19	PARK LOOP	RATHDRUM

05/11/20
12:46

RATHDRUM POLICE DEPARTMENT
CAD Call Address History, by Nature of Call

Page: 236
2

Time, Date Address City

AUTO BURG

10:07:18 04/17/19 W PARK LOOP RATHDRUM

General Public Assistance

08:13:33 03/05/19 W PARK LOOP RATHDRUM
17:41:45 05/08/19 W PARK LOOP RATHDRUM
16:09:52 06/23/19 W PARK LOOP RATHDRUM
15:00:51 08/14/19 W PARK LOOP RATHDRUM
16:41:22 08/16/19 W PARK LOOP RATHDRUM
19:29:24 12/05/19 W PARK LOOP RATHDRUM

CIVIL SERVICE OF PAPERS

13:31:54 05/31/19 W PARK LOOP RATHDRUM
14:14:54 06/12/19 W PARK LOOP RATHDRUM

Civil Standby

09:54:20 06/15/19 W PARK LOOP RATHDRUM

Deliver Message

18:44:17 07/18/19 W PARK LOOP RATHDRUM

Domestic

11:28:46 01/16/19 W PARK LOOP RATHDRUM
12:44:11 02/21/19 W PARK LOOP RATHDRUM
22:57:29 05/25/19 W PARK LOOP RATHDRUM

DUI Alcohol or Drugs

23:41:43 04/25/19 N COEUR D ALENE ST & W PARK LOOP RATHDRUM

DOMESTIC VIOLENCE ORDER VIOLAT

08:36:57 06/16/19 W PARK LOOP RATHDRUM
17:02:36 06/27/19 W PARK LOOP RATHDRUM

Fireworks Complaint

19:13:43 07/02/19 W PARK LOOP RATHDRUM
16:54:10 07/04/19 W MEADOW BROOK CIR & W PARK LOOP RATHDRUM
22:15:18 07/04/19 N COEUR D ALENE ST & W PARK LOOP RATHDRUM

follow up

10:16:01 01/02/19 PARK LOOP RATHDRUM
10:03:35 01/05/19 PARK LOOP RATHDRUM
19:13:27 01/05/19 PARK LOOP RATHDRUM
16:35:24 01/11/19 PARK LOOP RATHDRUM
21:19:56 01/21/19 PARK LOOP RATHDRUM

05/11/20
12:46

RATHDRUM POLICE DEPARTMENT
CAD Call Address History, by Nature of Call

Page: 236
3

Time, Date	Address	City
12:18:45 02/22/19	W PARK LOOP	RATHDRUM
12:20:14 02/27/19	W PARK LOOP	RATHDRUM
17:55:57 05/08/19	W PARK LOOP	RATHDRUM
17:51:47 05/31/19	W PARK LOOP	RATHDRUM
11:15:53 06/25/19	W PARK LOOP	RATHDRUM
10:38:52 07/09/19	W PARK LOOP	RATHDRUM
09:45:24 07/10/19	W PARK LOOP	RATHDRUM
Fraud		
09:52:18 06/25/19	W PARK LOOP	RATHDRUM
21:10:00 12/09/19	W PARK LOOP	RATHDRUM
Harassment		
09:37:02 03/06/19	W PARK LOOP	RATHDRUM
15:17:14 03/19/19	W PARK LOOP	RATHDRUM
14:33:33 05/02/19	W PARK LOOP	RATHDRUM
18:22:53 09/05/19	W PARK LOOP	RATHDRUM
HARASSMENT BY TELEPHON		
11:38:30 03/11/19	W PARK LOOP	RATHDRUM
Information Report		
00:50:55 10/09/19	W PARK LOOP	RATHDRUM
Juvenile Problem		
00:52:29 01/05/19	W PARK LOOP	RATHDRUM
16:16:34 01/12/19	W PARK LOOP	RATHDRUM
10:38:45 10/04/19	W PARK LOOP	RATHDRUM
14:17:55 12/31/19	W PARK LOOP	RATHDRUM
K9 USAGE		
04:39:21 07/03/19	W PARK LOOP	RATHDRUM
04:40:29 07/03/19	W PARK LOOP	RATHDRUM
LOCK OUT		
14:16:50 02/25/19	W PARK LOOP	RATHDRUM
23:15:20 07/11/19	W PARK LOOP	RATHDRUM
15:45:39 10/16/19	W PARK LOOP	RATHDRUM
VANDALISM		
21:03:27 08/23/19	W PARK LOOP	RATHDRUM
PF MEDICAL ASSIST		
23:35:06 01/04/19	W PARK LOOP	RATHDRUM
17:54:47 01/31/19	W PARK LOOP	RATHDRUM
04:52:19 04/11/19	W PARK LOOP	RATHDRUM

05/11/20
12:46

RATHDRUM POLICE DEPARTMENT
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Page: 236
4

Time, Date	Address	City
17:08:39 05/29/19	W PARK LOOP	RATHDRUM
14:24:12 06/30/19	W PARK LOOP	RATHDRUM
11:41:37 07/03/19	W PARK LOOP	RATHDRUM
14:29:26 07/25/19	W PARK LOOP	RATHDRUM
13:11:40 07/26/19	W PARK LOOP	RATHDRUM
15:33:45 07/26/19	W PARK LOOP	RATHDRUM
14:04:45 08/14/19	W PARK LOOP	RATHDRUM
12:41:00 08/19/19	W PARK LOOP	RATHDRUM
16:03:51 09/07/19	W PARK LOOP	RATHDRUM
21:07:00 09/08/19	W PARK LOOP	RATHDRUM
19:24:58 11/17/19	W PARK LOOP	RATHDRUM
DISTURBING THE PEACE		
21:48:00 02/20/19	W PARK LOOP	RATHDRUM
19:09:11 03/05/19	W PARK LOOP	RATHDRUM
Phone Contact		
16:17:11 01/05/19	W PARK LOOP	RATHDRUM
16:34:55 02/02/19	W PARK LOOP	RATHDRUM
18:55:54 03/18/19	W PARK LOOP	RATHDRUM
18:57:28 05/31/19	W PARK LOOP	RATHDRUM
Repossession		
17:16:23 06/11/19	W PARK LOOP	RATHDRUM
THREATENING SUICIDE		
08:33:39 01/21/19	W PARK LOOP	RATHDRUM
SUPPLEMENTAL REPORT		
19:11:14 01/05/19	W PARK LOOP	RATHDRUM
18:49:21 01/06/19	W PARK LOOP	RATHDRUM
11:13:13 06/28/19	W PARK LOOP	RATHDRUM
15:17:29 07/21/19	W PARK LOOP	RATHDRUM
Suspicious Person/Circumstance		
03:05:23 07/03/19	N COEUR D ALENE ST & W PARK LOOP	RATHDRUM
18:00:41 08/04/19	W PARK LOOP	RATHDRUM
21:32:30 10/19/19	W PARK LOOP	RATHDRUM
Theft		
01:40:41 01/08/19	W PARK LOOP	RATHDRUM
14:14:22 01/23/19	W PARK LOOP	RATHDRUM
12:45:53 07/01/19	W PARK LOOP	RATHDRUM
TRUANCY		
11:21:24 04/26/19	W PARK LOOP	RATHDRUM

05/11/20
12:46

RATHDRUM POLICE DEPARTMENT
CAD Call Address History, by Nature of Call

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Time, Date	Address	City

Unsecure Premise		

09:57:19 02/04/19	W PARK LOOP	RATHDRUM
VIN Number Inspection		

11:59:52 03/28/19	W PARK LOOP	RATHDRUM
Wanted Person		

17:44:40 04/10/19	W PARK LOOP	RATHDRUM
Warrant Service		

13:42:23 02/11/19	W PARK LOOP	RATHDRUM
Welfare Check		

08:51:13 01/25/19	W PARK LOOP	RATHDRUM
13:28:26 03/08/19	W PARK LOOP	RATHDRUM
23:42:17 11/20/19	W PARK LOOP	RATHDRUM
17:11:15 12/06/19	W PARK LOOP	RATHDRUM
15:50:28 12/07/19	W PARK LOOP	RATHDRUM

Report Includes:

All dates between `00:00:01 01/01/19` and `23:59:59 12/31/19`

All nature of incidents

All addresses matching `*w park loop`

All cities

Exclude cancelled calls (Y/N)

*** End of Report \SpillmanServer\app\tmp\reportTmp_emanth\rpt

05/11/20
12:51

RATHDRUM POLICE DEPARTMENT
CAD Call Address History, by Nature of Call

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Time, Date	Address	City

14:51:00 01/03/19	W MEADOW BROOK CIR	RATHDRUM
911 HANG UP		
17:30:06 01/20/19	W MEADOW BROOK CIR	RATHDRUM
15:51:44 11/15/19	W MEADOW BROOK CIR	RATHDRUM
Hit and Run Accident		
20:39:07 01/27/19	W MEADOW BROOK CIR	RATHDRUM
Agency Assistance		
15:21:15 05/07/19	W MEADOW BROOK CIR	RATHDRUM
04:34:33 06/08/19	W MEADOW BROOK CIR	RATHDRUM
17:02:18 07/09/19	W MEADOW BROOK CIR	RATHDRUM
15:38:06 07/23/19	W MEADOW BROOK CIR	RATHDRUM
14:53:00 08/28/19	W MEADOW BROOK CIR	RATHDRUM
10:22:54 10/31/19	W MEADOW BROOK CIR	RATHDRUM
Animal Abuse		
09:02:03 02/04/19	W MEADOW BROOK CIR	RATHDRUM
Contained Animal		
13:16:02 01/28/19	W MEADOW BROOK CIR	RATHDRUM
09:44:54 04/23/19	W MEADOW BROOK CIR	RATHDRUM
14:38:23 05/20/19	W MEADOW BROOK CIR	RATHDRUM
07:14:34 10/27/19	W MEADOW BROOK CIR	RATHDRUM
11:16:19 11/18/19	W MEADOW BROOK CIR	RATHDRUM
LOOSE ANIMAL		
10:37:47 02/15/19	W MEADOW BROOK CIR	RATHDRUM
17:04:31 03/04/19	W MEADOW BROOK CIR	RATHDRUM
05:58:48 03/20/19	W MEADOW BROOK CIR	RATHDRUM
13:21:37 05/20/19	W MEADOW BROOK CIR	RATHDRUM
10:58:53 06/06/19	W MEADOW BROOK CIR	RATHDRUM
17:38:44 07/08/19	W MEADOW BROOK CIR	RATHDRUM
08:32:58 08/09/19	W MEADOW BROOK CIR	RATHDRUM
16:39:02 09/26/19	W MEADOW BROOK CIR	RATHDRUM
14:43:10 10/13/19	W MEADOW BROOK CIR	RATHDRUM
Animal Barking/Howling		
06:45:38 06/15/19	BLK W MEADOW BROOK CIR	RATHDRUM
04:21:03 07/10/19	W MEADOW BROOK CIR	RATHDRUM
01:59:42 07/16/19	W MEADOW BROOK CIR	RATHDRUM
01:29:32 07/19/19	W MEADOW BROOK CIR	RATHDRUM
23:10:37 08/08/19	W MEADOW BROOK CIR	RATHDRUM
17:25:38 08/27/19	W MEADOW BROOK CIR	RATHDRUM

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12:51

RATHDRUM POLICE DEPARTMENT
CAD Call Address History, by Nature of Call

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Time, Date	Address	City

Animal Problem		

07:24:25 04/19/19	W MEADOW BROOK CIR	RATHDRUM
15:07:42 05/09/19	W MEADOW BROOK CIR	RATHDRUM
14:38:20 06/21/19	W MEADOW BROOK CIR	RATHDRUM
20:24:27 07/04/19	W MEADOW BROOK CIR	RATHDRUM
16:29:43 08/07/19	W MEADOW BROOK CIR	RATHDRUM
15:19:16 11/18/19	W MEADOW BROOK CIR	RATHDRUM
09:44:12 12/12/19	W MEADOW BROOK CIR	RATHDRUM
09:12:56 12/16/19	MEADOW BROOK CIR	RATHDRUM
Animal Vicious		

12:09:43 07/27/19	W MEADOW BROOK CIR	RATHDRUM
Attempt to Locate		

16:18:10 10/08/19	W MEADOW BROOK CIR	RATHDRUM
AUTO BURG		

10:17:32 10/11/19	W MEADOW BROOK CIR	RATHDRUM
Reidential Burglary		

11:23:08 12/01/19	W MEADOW BROOK CIR	RATHDRUM
General Public Assistance		

08:15:51 01/02/19	W MEADOW BROOK CIR	RATHDRUM
15:27:23 01/03/19	W MEADOW BROOK CIR	RATHDRUM
15:37:00 01/21/19	W MEADOW BROOK CIR	RATHDRUM
09:54:35 04/21/19	W MEADOW BROOK CIR	RATHDRUM
13:03:21 04/23/19	W MEADOW BROOK CIR	RATHDRUM
12:11:49 05/02/19	W MEADOW BROOK CIR	RATHDRUM
18:24:05 05/15/19	W MEADOW BROOK CIR	RATHDRUM
15:48:10 05/18/19	W MEADOW BROOK CIR	RATHDRUM
15:28:56 06/08/19	W MEADOW BROOK CIR	RATHDRUM
13:32:43 06/11/19	W MEADOW BROOK CIR	RATHDRUM
13:54:25 07/04/19	W MEADOW BROOK CIR	RATHDRUM
07:39:38 07/10/19	W MEADOW BROOK CIR	RATHDRUM
23:02:52 07/15/19	W MEADOW BROOK CIR	RATHDRUM
09:10:43 08/01/19	W MEADOW BROOK CIR	RATHDRUM
17:40:14 08/02/19	W MEADOW BROOK CIR	RATHDRUM
21:09:08 08/02/19	W MEADOW BROOK CIR	RATHDRUM
23:45:32 08/02/19	W MEADOW BROOK CIR	RATHDRUM
07:14:52 08/03/19	W MEADOW BROOK CIR	RATHDRUM
14:12:42 08/12/19	W MEADOW BROOK CIR	RATHDRUM
08:00:44 08/21/19	W MEADOW BROOK CIR	RATHDRUM
10:11:47 09/04/19	W MEADOW BROOK CIR	RATHDRUM
19:22:56 09/13/19	W MEADOW BROOK CIR	RATHDRUM
14:43:45 09/15/19	MEADOW BROOK CIR	RATHDRUM
13:32:05 09/27/19	W MEADOW BROOK CIR	RATHDRUM
19:04:24 10/01/19	W MEADOW BROOK CIR	RATHDRUM
09:36:59 10/02/19	W MEADOW BROOK CIR	RATHDRUM

05/11/20
12:51

RATHDRUM POLICE DEPARTMENT
CAD Call Address History, by Nature of Call

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Time, Date	Address	City
15:43:06 10/23/19	W MEADOW BROOK CIR	RATHDRUM
Citizen/Neighbor Dispute		
19:49:23 08/30/19	W MEADOW BROOK CIR	RATHDRUM
12:01:04 12/30/19	W MEADOW BROOK CIR	RATHDRUM
Civil Standby		
16:14:23 01/10/19	W MEADOW BROOK CIR	RATHDRUM
12:57:26 02/04/19	W MEADOW BROOK CIR	RATHDRUM
12:53:54 03/08/19	W MEADOW BROOK CIR	RATHDRUM
08:20:35 06/10/19	W MEADOW BROOK CIR	RATHDRUM
13:41:08 06/11/19	W MEADOW BROOK CIR	RATHDRUM
16:35:37 08/27/19	W MEADOW BROOK CIR	RATHDRUM
Custodial Interference		
19:21:26 01/25/19	W MEADOW BROOK CIR	RATHDRUM
16:24:41 04/23/19	W MEADOW BROOK CIR	RATHDRUM
20:36:05 05/04/19	W MEADOW BROOK CIR	RATHDRUM
10:01:17 05/28/19	W MEADOW BROOK CIR	RATHDRUM
14:09:02 07/09/19	W MEADOW BROOK CIR	RATHDRUM
08:22:04 08/28/19	W MEADOW BROOK CIR	RATHDRUM
Domestic		
10:52:37 01/09/19	W MEADOW BROOK CIR	RATHDRUM
17:36:00 01/23/19	W MEADOW BROOK CIR	RATHDRUM
02:00:53 04/28/19	W MEADOW BROOK CIR	RATHDRUM
13:50:10 05/16/19	W MEADOW BROOK CIR	RATHDRUM
15:00:04 05/18/19	W MEADOW BROOK CIR	RATHDRUM
18:22:27 09/08/19	W MEADOW BROOK CIR	RATHDRUM
Controlled Substance Problem		
10:35:45 03/02/19	W MEADOW BROOK CIR	RATHDRUM
DISORDERLY CONDUCT		
19:56:43 08/30/19	W MEADOW BROOK CIR	RATHDRUM
Fire		
09:53:17 01/18/19	W MEADOW BROOK CIR	RATHDRUM
23:07:59 06/07/19	W MEADOW BROOK CIR	RATHDRUM
FIRE GENERAL CITIZEN ASSIST		
15:26:23 07/31/19	W MEADOW BROOK CIR	RATHDRUM
Fireworks Complaint		
20:53:27 06/22/19	N ARBOR ST & W MEADOW BROOK CIR	RATHDRUM
21:58:26 06/29/19	N ARBOR ST & W MEADOW BROOK CIR	RATHDRUM

05/11/20
12:51

RATHDRUM POLICE DEPARTMENT
CAD Call Address History, by Nature of Call

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Time, Date	Address	City
12:20:17 07/04/19	N ARBOR ST & W MEADOW BROOK CIR	RATHDRUM

follow up

16:44:19 01/18/19	W MEADOW BROOK CIR	RATHDRUM
20:23:37 01/23/19	W MEADOW BROOK CIR	RATHDRUM
08:17:04 02/01/19	W MEADOW BROOK CIR	RATHDRUM
21:58:14 06/24/19	W MEADOW BROOK CIR	RATHDRUM
13:30:38 07/11/19	W MEADOW BROOK CIR	RATHDRUM
19:11:00 07/26/19	W MEADOW BROOK CIR	RATHDRUM
19:03:01 07/30/19	W MEADOW BROOK CIR	RATHDRUM
14:33:58 07/31/19	W MEADOW BROOK CIR	RATHDRUM
08:04:27 08/03/19	W MEADOW BROOK CIR	RATHDRUM
17:01:39 11/07/19	W MEADOW BROOK CIR	RATHDRUM

Harassment

16:54:04 01/02/19	W MEADOW BROOK CIR	RATHDRUM
10:22:29 01/31/19	W MEADOW BROOK CIR	RATHDRUM
22:36:20 03/24/19	W MEADOW BROOK CIR	RATHDRUM

HARASSMENT BY TELEPHON

17:42:25 03/19/19	W MEADOW BROOK CIR	RATHDRUM
13:00:51 08/26/19	W MEADOW BROOK CIR	RATHDRUM
12:31:53 10/31/19	W MEADOW BROOK CIR	RATHDRUM
17:34:32 12/04/19	W MEADOW BROOK CIR	RATHDRUM

Information Report

23:10:36 06/07/19	W MEADOW BROOK CIR	RATHDRUM
20:10:02 08/30/19	W MEADOW BROOK CIR	RATHDRUM
11:49:23 10/19/19	W MEADOW BROOK CIR	RATHDRUM
11:01:50 11/15/19	W MEADOW BROOK CIR	RATHDRUM
15:55:30 11/15/19	W MEADOW BROOK CIR	RATHDRUM

Juvenile Problem

19:22:31 04/23/19	W MEADOW BROOK CIR	RATHDRUM
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LOCK OUT

10:21:30 01/07/19	W MEADOW BROOK CIR	RATHDRUM
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VANDALISM

22:52:14 05/21/19	W MEADOW BROOK CIR	RATHDRUM
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PF MEDICAL ASSIST

11:56:19 01/05/19	W MEADOW BROOK CIR	RATHDRUM
16:18:42 01/24/19	W MEADOW BROOK CIR	RATHDRUM
08:31:13 02/10/19	W MEADOW BROOK CIR	RATHDRUM
14:47:29 02/10/19	W MEADOW BROOK CIR	RATHDRUM
07:29:19 02/21/19	W MEADOW BROOK CIR	RATHDRUM

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RATHDRUM POLICE DEPARTMENT
CAD Call Address History, by Nature of Call

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Time, Date	Address	City
21:25:10 03/24/19	W MEADOW BROOK CIR	RATHDRUM
06:29:12 03/30/19	W MEADOW BROOK CIR	RATHDRUM
11:02:01 03/31/19	W MEADOW BROOK CIR	RATHDRUM
09:23:37 04/11/19	W MEADOW BROOK CIR	RATHDRUM
09:03:47 06/14/19	W MEADOW BROOK CIR	RATHDRUM
20:39:49 06/15/19	W MEADOW BROOK CIR	RATHDRUM
22:07:10 06/24/19	W MEADOW BROOK CIR	RATHDRUM
10:52:04 07/09/19	W MEADOW BROOK CIR	RATHDRUM
15:27:02 07/22/19	W MEADOW BROOK CIR	RATHDRUM
15:55:45 07/22/19	W MEADOW BROOK CIR	RATHDRUM
09:46:20 10/19/19	W MEADOW BROOK CIR	RATHDRUM
14:02:54 11/08/19	W MEADOW BROOK CIR	RATHDRUM
16:33:46 11/14/19	W MEADOW BROOK CIR	RATHDRUM
19:13:20 12/01/19	W MEADOW BROOK CIR	RATHDRUM
12:18:10 12/07/19	W MEADOW BROOK CIR	RATHDRUM

Missing Person

11:06:58 11/02/19 W MEADOW BROOK CIR RATHDRUM

DISTURBING THE PEACE

21:29:09 07/03/19 N ARBOR ST & W MEADOW BROOK CIR RATHDRUM
23:14:41 08/11/19 JBLK W MEADOW BROOK CIR RATHDRUM

Parking Problem

22:53:17 07/18/19 W MEADOW BROOK CIR RATHDRUM
16:12:03 08/27/19 W MEADOW BROOK CIR RATHDRUM

Phone Contact

17:05:57 01/21/19 W MEADOW BROOK CIR RATHDRUM
15:20:04 02/11/19 W MEADOW BROOK CIR RATHDRUM
17:11:48 06/12/19 W MEADOW BROOK CIR RATHDRUM
15:46:01 08/27/19 W MEADOW BROOK CIR RATHDRUM

Rape

13:51:27 12/06/19 W MEADOW BROOK CIR RATHDRUM

Repossession

11:12:02 08/08/19 W MEADOW BROOK CIR RATHDRUM

Sex Offense

17:35:57 07/29/19 W MEADOW BROOK CIR RATHDRUM
15:34:20 07/30/19 W MEADOW BROOK CIR RATHDRUM
09:07:33 12/02/19 W MEADOW BROOK CIR RATHDRUM

THREATENING SUICIDE

17:46:10 11/02/19 W MEADOW BROOK CIR RATHDRUM

05/11/20
12:51

RATHDRUM POLICE DEPARTMENT
CAD Call Address History, by Nature of Call

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Time, Date	Address	City

SUPPLEMENTAL REPORT		

11:30:36 10/02/19	W MEADOW BROOK CIR	RATHDRUM
Suspicious Person/Circumstance		

11:49:58 01/20/19	W MEADOW BROOK CIR	RATHDRUM
09:59:33 03/10/19	W MEADOW BROOK CIR	RATHDRUM
15:06:56 08/11/19	W MEADOW BROOK CIR	RATHDRUM
Test / Demonstration Only		

05:30:50 04/18/19	W MEADOW BROOK CIR	RATHDRUM
Theft		

15:21:15 01/10/19	W MEADOW BROOK CIR	RATHDRUM
13:39:22 03/08/19	W MEADOW BROOK CIR	RATHDRUM
09:09:45 07/18/19	W MEADOW BROOK CIR	RATHDRUM
13:42:57 10/08/19	W MEADOW BROOK CIR	RATHDRUM
12:58:47 10/16/19	W MEADOW BROOK CIR	RATHDRUM
11:23:13 10/31/19	W MEADOW BROOK CIR	RATHDRUM
12:06:49 11/21/19	W MEADOW BROOK CIR	RATHDRUM
14:55:37 12/19/19	W MEADOW BROOK CIR	RATHDRUM
Threatening		

12:00:49 10/31/19	W MEADOW BROOK CIR	RATHDRUM
TRESPASSING		

22:15:39 07/15/19	W MEADOW BROOK CIR	RATHDRUM
12:12:16 09/07/19	W MEADOW BROOK CIR	RATHDRUM
Utility Problem		

08:42:53 04/04/19	W MEADOW BROOK CIR	RATHDRUM
10:12:18 05/10/19	W MEADOW BROOK CIR	RATHDRUM
Vehicle Theft		

16:21:29 03/05/19	W MEADOW BROOK CIR	RATHDRUM
VIN Number Inspection		

09:54:59 01/23/19	W MEADOW BROOK CIR	RATHDRUM
08:37:36 09/18/19	W MEADOW BROOK CIR	RATHDRUM
13:24:38 12/18/19	W MEADOW BROOK CIR	RATHDRUM
Wanted Person		

11:36:04 05/24/19	W MEADOW BROOK CIR	RATHDRUM
17:41:20 09/13/19	W MEADOW BROOK CIR	RATHDRUM

05/11/20
12:51

RATHDRUM POLICE DEPARTMENT
CAD Call Address History, by Nature of Call

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Time, Date	Address	City

Welfare Check		

21:45:59 02/13/19	W MEADOW BROOK CIR	RATHDRUM
20:53:49 03/10/19	W MEADOW BROOK CIR	RATHDRUM
21:53:13 04/06/19	W MEADOW BROOK CIR	RATHDRUM
11:48:03 04/13/19	W MEADOW BROOK CIR	RATHDRUM
22:34:01 10/10/19	W MEADOW BROOK CIR	RATHDRUM
14:07:24 10/24/19	W MEADOW BROOK CIR	RATHDRUM
14:58:15 10/24/19	W MEADOW BROOK CIR	RATHDRUM
22:14:57 11/07/19	W MEADOW BROOK CIR	RATHDRUM
12:18:05 11/14/19	W MEADOW BROOK CIR	RATHDRUM
16:32:54 11/17/19	W MEADOW BROOK CIR	RATHDRUM
13:54:58 12/10/19	W MEADOW BROOK CIR	RATHDRUM
21:50:26 12/22/19	W MEADOW BROOK CIR	RATHDRUM
02:11:46 12/29/19	W MEADOW BROOK CIR	RATHDRUM
01:44:46 12/31/19	W MEADOW BROOK CIR	RATHDRUM

Report Includes:

All dates between `00:00:01 01/01/19` and `23:59:59 12/31/19`

All nature of incidents

All addresses matching `*w MEADOW BROOK CIR`

All cities

Exclude cancelled calls (Y/N)

*** End of Report \SpillmanServer\app\tmp\reportTmp_emanth\rpt

05/12/20
10:45

RATHDRUM POLICE DEPARTMENT
CAD Call Address History, by Date Reported

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Time	Nature	Address	City

05/01/19			

21:30:26	WELFARE CHECK	W BORDON CT	RATHDRUM
05/02/19			

16:44:03	HARASSMENT, PHON	W BORDON CT	RATHDRUM
06/13/19			

10:50:21	CODE VIOLATION	W BORDON CT	RATHDRUM

Report Includes:

All dates between `00:00:01 01/01/19` and `23:59:59 12/31/19`
All nature of incidents
All addresses matching `*BORDON*`
All cities matching `RA`
Exclude cancelled calls (Y/N)

*** End of Report \SpillmanServer\app\tmp\reportTmp_emanth\rpt

05/11/20
13:04

RATHDRUM POLICE DEPARTMENT
CAD Call Address History, by Nature of Call

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Time, Date Address City

Hit and Run Accident

12:38:31 07/31/19

Injury Accident

Traffic Accident w/ Damage

22:42:45 04/25/19 N COEUR D ALENE ST & W PARK LOOP RATHDRUM
RATHDRUM
RATHDRUM

Agency Assistance

20:45:03 06/13/19 COEUR D ALENE ST RATHDRUM

Animal Abuse

19:02:53 03/03/19 N COEUR D ALENE ST & W PARK LOOP RATHDRUM

Animal Bite

16:58:39 04/27/19 COEUR D ALENE ST; WILLOW CREEK M RATHDRUM

Contained Animal

12:25:06 03/30/19 COEUR D ALENE ST RATHDRUM
RATHDRUM

LOOSE ANIMAL

14:59:13 01/10/19 N COEUR D ALENE ST & W PARK LOOP RATHDRUM
10:55:03 01/26/19 COEUR D ALENE ST; RATHDRUM
RATHDRUM
09:40:04 02/07/19 COEUR D ALENE ST RATHDRUM
08:06:28 06/25/19 N COEUR D ALENE ST & W PARK LOOP RATHDRUM
16:08:20 07/14/19 W PARK LOOP & N COEUR D ALENE ST RATHDRUM

Animal Problem

09:32:20 06/18/19 COEUR D ALENE ST RATHDRUM

05/11/20
13:04

RATHDRUM POLICE DEPARTMENT
CAD Call Address History, by Nature of Call

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Time, Date Address City

Child Abuse or Neglect

General Public Assistance

14:28:38 07/02/19 N COEUR D ALENE ST; WILLOW CREEK M RATHDRUM
21:05:53 08/23/19 N COEUR D ALENE ST RATHDRUM
07:20:20 11/27/19 N COEUR D ALENE ST; WILLOW CREEK T RATHDRUM

DECEASED ANIMAL

14:01:56 12/05/19 N COEUR D ALENE ST RATHDRUM

Controlled Substance Problem

RATHDRUM
RATHDRUM

DUI Alcohol or Drugs

23:41:43 04/25/19 N COEUR D ALENE ST & W PARK LOOP RATHDRUM

DISORDERLY CONDUCT

15:29:39 10/01/19 COEUR D ALENE ST; WILLOW CREEK M RATHDRUM

Fireworks Complaint

22:15:18 07/04/19 N COEUR D ALENE ST & W PARK LOOP RATHDRUM

follow up

14:43:56 05/01/19 N COEUR D ALENE ST RATHDRUM
13:18:26 10/15/19 N COEUR D ALENE ST; WILLOW CREEK M RATHDRUM

Found Property

12:14:34 10/07/19 N COEUR D ALENE ST RATHDRUM

Fraud

16:00:34 04/22/19 COEUR D ALENE ST RATHDRUM

Harassment

00:08:59 09/27/19 N COEUR D ALENE ST RATHDRUM

HARASSMENT BY TELEPHON

22:29:42 08/26/19 N COEUR D ALENE ST RATHDRUM

05/11/20
13:04

RATHDRUM POLICE DEPARTMENT
CAD Call Address History, by Nature of Call

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Time, Date Address City

Theft

Traffic Violation

15:40:14 05/13/19 N COEUR D ALENE ST & W 3RD ST RATHDRUM
19:45:39 07/03/19 W 4TH ST & N COEUR D ALENE ST RATHDRUM
17:14:51 10/01/19 COEUR D ALENE ST; WILLOW CREEK M RATHDRUM

Utility Problem

19:28:12 09/13/19 N COEUR D ALENE ST & W 4TH ST RATHDRUM

VIN Number Inspection

17:04:28 08/05/19 N COEUR D ALENE ST & W MAIN ST RATHDRUM

Warrant Service

19:39:05 07/03/19 W 4TH ST & N COEUR D ALENE ST RATHDRUM

Welfare Check

20:59:10 05/12/19 N COEUR D ALENE ST & N HIGHWAY 41 RATHDRUM

Report Includes:

All dates between `00:00:01 01/01/19` and `23:59:59 12/31/19`
All nature of incidents
All addresses matching `*COEUR D ALENE*`
All cities matching `RA`
Exclude cancelled calls (Y/N)

*** End of Report \SpillmanServer\app\tmp\reportTmp_emanth\rpt

From: Tomi McLean <tomi@rathdrumpolice.org>
Sent: Wednesday, May 13, 2020 11:37 AM
To: 'Paul luber' <ptluber@senecacp.com>
Cc: Cary Siess <cary@rathdrum.org>
Subject: Calls for service

[External Email]

Paul,

I have attached the calls for service we were discussing. We had over 355 calls last year in Willow Creek. This would be Bordon Court, Meadow Brook, Park Loop, parts of Cda St and part of 4th St. I also checked the subdivision south of Willow Creek. It consists of State ST, Parkway, Larch, Roth Court and half of 4th St. Total calls for that area in the same time frame was 109. So to answer the question if we have more calls for service in Willow Creek the answer is yes. Numbers could be off a few, but not much more.

I did not include calls for service for Stub Meyer Park. It sits between Willow Creek and the subdivision.

If you have any questions let me know.

Thanks
Chief McLean

From: postmaster@transcanada.com
Sent: Tuesday, April 21, 2020 6:43 PM
To: gordon@doblerengineering.com
Subject: Undeliverable: [EXTERNAL] Willow Creek Mobile Home Park-PUD

CO1NAM03FT059.mail.protection.outlook.com rejected your message to the following e-mail addresses:

Steve_McNulty@TRANSCANADA.mail.onmicrosoft.com

**CO1NAM03FT059.mail.protection.outlook.com gave this error:
Hop count exceeded - possible mail loop ATTR1 [CO1NAM03FT059.eop-NAM03.prod.protection.outlook.com]**

A problem occurred during the delivery of this message. Please try to resend the message later.

Diagnostic information for administrators:

Generating server: transcanada.com

Steve_McNulty@TRANSCANADA.mail.onmicrosoft.com
CO1NAM03FT059.mail.protection.outlook.com #554 5.4.14 Hop count exceeded - possible mail loop
ATTR1 [CO1NAM03FT059.eop-NAM03.prod.protection.outlook.com]
##rfc822;steve_mcnulty@transcanada.com

Original message headers:

Received: from NAM10-BN7-obe.outbound.protection.outlook.com (104.47.70.106)
by mail.transcanada.com (10.6.80.105) with Microsoft SMTP Server (TLS) id
14.3.487.0; Tue, 21 Apr 2020 19:27:46 -0600

Received: from DM5PR13CA0046.namprd13.prod.outlook.com (2603:10b6:3:7b::32)
by

CY1PR0801MB2203.namprd08.prod.outlook.com (2a01:111:e400:c61c::19) with
Microsoft SMTP Server (version=TLS1_2,
cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.2921.27; Wed, 22 Apr
2020 01:27:39 +0000

Received: from DM3NAM03FT027.eop-NAM03.prod.protection.outlook.com
(2603:10b6:3:7b:cafe::92) by DM5PR13CA0046.outlook.office365.com
(2603:10b6:3:7b::32) with Microsoft SMTP Server (version=TLS1_2,
cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.2937.6 via Frontend
Transport; Wed, 22 Apr 2020 01:27:39 +0000

Authentication-Results: spf=softfail (sender IP is 199.166.184.27)
smtp.mailfrom=doblerengineering.com; TRANSCANADA.mail.onmicrosoft.com;
dkim=fail (signature did not verify)

header.d=doblerengineering-
com.20150623.gappssmtp.com;TRANSCANADA.mail.onmicrosoft.com;
dmarc=none action=none header.from=doblerengineering.com;
Received-SPF: SoftFail (protection.outlook.com: domain of transitioning
doblerengineering.com discourages use of 199.166.184.27 as permitted sender)
Received: from mail.transcanada.com (199.166.184.27) by
DM3NAM03FT027.mail.protection.outlook.com (10.152.82.190) with Microsoft
SMTP
Server (version=TLS1_0, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA) id
15.20.2921.25 via Frontend Transport; Wed, 22 Apr 2020 01:27:38 +0000
Received: from NAM11-CO1-obe.outbound.protection.outlook.com (104.47.56.176)
by mail.transcanada.com (10.6.80.104) with Microsoft SMTP Server (TLS) id
14.3.487.0; Tue, 21 Apr 2020 19:12:36 -0600
Received: from CO2PR04CA0170.namprd04.prod.outlook.com (2603:10b6:104:4::24)
by BN7PR08MB4419.namprd08.prod.outlook.com (2603:10b6:406:f4::11) with
Microsoft SMTP Server (version=TLS1_2,
cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.2921.29; Wed, 22 Apr
2020 01:12:19 +0000
Received: from CO1NAM03FT003.eop-NAM03.prod.protection.outlook.com
(2603:10b6:104:4:cafe::fc) by CO2PR04CA0170.outlook.office365.com
(2603:10b6:104:4::24) with Microsoft SMTP Server (version=TLS1_2,
cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.2921.27 via Frontend
Transport; Wed, 22 Apr 2020 01:12:19 +0000
Authentication-Results-Original: spf=softfail (sender IP is 199.166.184.27)
smtp.mailfrom=doblerengineering.com; TRANSCANADA.mail.onmicrosoft.com;
dkim=fail (signature did not verify)
header.d=doblerengineering-
com.20150623.gappssmtp.com;TRANSCANADA.mail.onmicrosoft.com;
dmarc=none action=none header.from=doblerengineering.com;
Received-SPF: SoftFail (protection.outlook.com: domain of transitioning
doblerengineering.com discourages use of 199.166.184.27 as permitted sender)
Received: from mail.transcanada.com (199.166.184.27) by
CO1NAM03FT003.mail.protection.outlook.com (10.152.80.100) with Microsoft
SMTP
Server (version=TLS1_0, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA) id
15.20.2921.25 via Frontend Transport; Wed, 22 Apr 2020 01:12:18 +0000
Received: from NAM04-BN3-obe.outbound.protection.outlook.com (104.47.46.53)
by
mail.transcanada.com (10.6.80.104) with Microsoft SMTP Server (TLS) id
14.3.487.0; Tue, 21 Apr 2020 18:57:11 -0600
Received: from DM5PR1401CA0014.namprd14.prod.outlook.com (2603:10b6:4:4a::24)
by CY1PR0801MB2313.namprd08.prod.outlook.com (2a01:111:e400:c612::21) with
Microsoft SMTP Server (version=TLS1_2,
cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.2921.29; Wed, 22 Apr
2020 00:57:06 +0000
Received: from DM3NAM03FT038.eop-NAM03.prod.protection.outlook.com
(2603:10b6:4:4a:cafe::66) by DM5PR1401CA0014.outlook.office365.com
(2603:10b6:4:4a::24) with Microsoft SMTP Server (version=TLS1_2,
cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.2921.27 via Frontend
Transport; Wed, 22 Apr 2020 00:57:06 +0000
Authentication-Results-Original: spf=softfail (sender IP is 199.166.184.28)
smtp.mailfrom=doblerengineering.com; TRANSCANADA.mail.onmicrosoft.com;
dkim=fail (signature did not verify)
header.d=doblerengineering-
com.20150623.gappssmtp.com;TRANSCANADA.mail.onmicrosoft.com;
dmarc=none action=none header.from=doblerengineering.com;
Received-SPF: SoftFail (protection.outlook.com: domain of transitioning

doblerengineering.com discourages use of 199.166.184.28 as permitted sender)
Received: from mail.transcanada.com (199.166.184.28) by
DM3NAM03FT038.mail.protection.outlook.com (10.152.83.95) with Microsoft SMTP
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15.20.2921.25 via Frontend Transport; Wed, 22 Apr 2020 00:57:06 +0000
Received: from NAM10-MW2-obe.outbound.protection.outlook.com (104.47.55.106)
by mail.transcanada.com (10.6.80.105) with Microsoft SMTP Server (TLS) id
14.3.487.0; Tue, 21 Apr 2020 18:56:26 -0600
Received: from DM5PR06CA0031.namprd06.prod.outlook.com (2603:10b6:3:5d::17)
by
BL0PR08MB5314.namprd08.prod.outlook.com (2603:10b6:208:56::11) with
Microsoft
SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384)
id
15.20.2921.29; Wed, 22 Apr 2020 00:56:06 +0000
Received: from DM3NAM03FT007.eop-NAM03.prod.protection.outlook.com
(2603:10b6:3:5d:cafe::fa) by DM5PR06CA0031.outlook.office365.com
(2603:10b6:3:5d::17) with Microsoft SMTP Server (version=TLS1_2,
cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.2937.13 via Frontend
Transport; Wed, 22 Apr 2020 00:56:06 +0000
Authentication-Results-Original: spf=softfail (sender IP is 199.166.184.28)
smtp.mailfrom=doblerengineering.com; TRANSCANADA.mail.onmicrosoft.com;
dkim=fail (signature did not verify)
header.d=doblerengineering-
com.20150623.gappssmtp.com;TRANSCANADA.mail.onmicrosoft.com;
dmarc=none action=none header.from=doblerengineering.com;
Received-SPF: SoftFail (protection.outlook.com: domain of transitioning
doblerengineering.com discourages use of 199.166.184.28 as permitted sender)
Received: from mail.transcanada.com (199.166.184.28) by
DM3NAM03FT007.mail.protection.outlook.com (10.152.82.68) with Microsoft SMTP
Server (version=TLS1_0, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA) id
15.20.2921.25 via Frontend Transport; Wed, 22 Apr 2020 00:56:05 +0000
Received: from NAM11-BN8-obe.outbound.protection.outlook.com (104.47.58.177)
by mail.transcanada.com (10.6.80.105) with Microsoft SMTP Server (TLS) id
14.3.487.0; Tue, 21 Apr 2020 18:55:26 -0600
Received: from DM5PR06CA0062.namprd06.prod.outlook.com (2603:10b6:3:37::24)
by
BN7PR08MB5617.namprd08.prod.outlook.com (2603:10b6:408:36::19) with
Microsoft
SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384)
id
15.20.2921.29; Wed, 22 Apr 2020 00:55:20 +0000
Received: from DM3NAM03FT007.eop-NAM03.prod.protection.outlook.com
(2603:10b6:3:37:cafe::75) by DM5PR06CA0062.outlook.office365.com
(2603:10b6:3:37::24) with Microsoft SMTP Server (version=TLS1_2,
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Transport; Wed, 22 Apr 2020 00:55:20 +0000
Authentication-Results-Original: spf=softfail (sender IP is 199.166.184.28)
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dkim=fail (signature did not verify)
header.d=doblerengineering-
com.20150623.gappssmtp.com;TRANSCANADA.mail.onmicrosoft.com;
dmarc=none action=none header.from=doblerengineering.com;
Received-SPF: SoftFail (protection.outlook.com: domain of transitioning
doblerengineering.com discourages use of 199.166.184.28 as permitted sender)
Received: from mail.transcanada.com (199.166.184.28) by
DM3NAM03FT007.mail.protection.outlook.com (10.152.82.68) with Microsoft SMTP

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Received: from NAM11-DM6-obe.outbound.protection.outlook.com (104.47.57.177) by mail.transcanada.com (10.6.80.105) with Microsoft SMTP Server (TLS) id 14.3.487.0; Tue, 21 Apr 2020 18:55:12 -0600
Received: from CO2PR05CA0060.namprd05.prod.outlook.com (2603:10b6:102:2::28) by DM6PR08MB5100.namprd08.prod.outlook.com (2603:10b6:5:48::33) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.2921.29; Wed, 22 Apr 2020 00:55:02 +0000
Received: from CO1NAM03FT022.eop-NAM03.prod.protection.outlook.com (2603:10b6:102:2:cafe::9c) by CO2PR05CA0060.outlook.office365.com (2603:10b6:102:2::28) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.2937.5 via Frontend Transport; Wed, 22 Apr 2020 00:55:02 +0000
Authentication-Results-Original: spf=softfail (sender IP is 199.166.184.27) smtp.mailfrom=doblerengineering.com; TRANSCANADA.mail.onmicrosoft.com; dkim=fail (signature did not verify) header.d=doblerengineering-com.20150623.gappssmtp.com; TRANSCANADA.mail.onmicrosoft.com; dmarc=none action=none header.from=doblerengineering.com;
Received-SPF: SoftFail (protection.outlook.com: domain of doblerengineering.com discourages use of 199.166.184.27 as permitted sender)
Received: from mail.transcanada.com (199.166.184.27) by CO1NAM03FT022.mail.protection.outlook.com (10.152.80.182) with Microsoft SMTP
Server (version=TLS1_0, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA) id 15.20.2921.25 via Frontend Transport; Wed, 22 Apr 2020 00:55:01 +0000
Received: from NAM11-DM6-obe.outbound.protection.outlook.com (104.47.57.173) by mail.transcanada.com (10.6.80.104) with Microsoft SMTP Server (TLS) id 14.3.487.0; Tue, 21 Apr 2020 18:54:59 -0600
Received: from DM3PR12CA0076.namprd12.prod.outlook.com (2603:10b6:0:57::20) by BYAPR08MB3880.namprd08.prod.outlook.com (2603:10b6:a02:83::29) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.2921.29; Wed, 22 Apr 2020 00:54:53 +0000
Received: from DM3NAM03FT027.eop-NAM03.prod.protection.outlook.com (2603:10b6:0:57:cafe::76) by DM3PR12CA0076.outlook.office365.com (2603:10b6:0:57::20) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.2921.25 via Frontend Transport; Wed, 22 Apr 2020 00:54:53 +0000
Authentication-Results-Original: spf=softfail (sender IP is 199.166.184.28) smtp.mailfrom=doblerengineering.com; TRANSCANADA.mail.onmicrosoft.com; dkim=fail (signature did not verify) header.d=doblerengineering-com.20150623.gappssmtp.com; TRANSCANADA.mail.onmicrosoft.com; dmarc=none action=none header.from=doblerengineering.com;
Received-SPF: SoftFail (protection.outlook.com: domain of doblerengineering.com discourages use of 199.166.184.28 as permitted sender)
Received: from mail.transcanada.com (199.166.184.28) by DM3NAM03FT027.mail.protection.outlook.com (10.152.82.190) with Microsoft SMTP
Server (version=TLS1_0, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA) id 15.20.2921.25 via Frontend Transport; Wed, 22 Apr 2020 00:54:52 +0000
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by mail.transcanada.com (10.6.80.105) with Microsoft SMTP Server (TLS) id 14.3.487.0; Tue, 21 Apr 2020 18:54:48 -0600

Received: from CO2PR04CA0112.namprd04.prod.outlook.com (2603:10b6:104:7::14) by BN8PR08MB6420.namprd08.prod.outlook.com (2603:10b6:408:7c::10) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.2921.29; Wed, 22 Apr 2020 00:54:38 +0000

Received: from CO1NAM03FT041.eop-NAM03.prod.protection.outlook.com (2603:10b6:104:7:cafe::61) by CO2PR04CA0112.outlook.office365.com (2603:10b6:104:7::14) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.2921.26 via Frontend Transport; Wed, 22 Apr 2020 00:54:37 +0000

Authentication-Results-Original: spf=softfail (sender IP is 67.231.158.164) smtp.mailfrom=doblerengineering.com; transcanada.com; dkim=fail (signature did not verify) header.d=doblerengineering-com.20150623.gappssmtp.com;transcanada.com; dmarc=none action=none header.from=doblerengineering.com;compauth=none reason=405

Received-SPF: SoftFail (protection.outlook.com: domain of transitioning doblerengineering.com discourages use of 67.231.158.164 as permitted sender)

Received: from mx0c-00172802.pphosted.com (67.231.158.164) by CO1NAM03FT041.mail.protection.outlook.com (10.152.81.163) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.2921.25 via Frontend Transport; Wed, 22 Apr 2020 00:54:36 +0000

Received: from pps.filterd (m0105019.ppop.net [127.0.0.1]) by mx0c-00172802.pphosted.com (8.16.0.42/8.16.0.42) with SMTP id 03M0pP9Q030006 for <steve_mcnulty@transcanada.com>; Tue, 21 Apr 2020 18:54:35 -0600

Authentication-Results-Original: ppop.net; spf=pass smtp.mailfrom=gordon@doblerengineering.com; dmarc=none

Received: from pps.reinject (localhost [127.0.0.1]) by mx0c-00172802.pphosted.com with ESMTP id 30fv52fhbr-1 (version=TLSv1.2 cipher=ECDHE-RSA-AES256-GCM-SHA384 bits=256 verify=NOT) for <steve_mcnulty@transcanada.com>; Tue, 21 Apr 2020 18:54:34 -0600

Received: from pps.reinject (m0105019.ppop.net [127.0.0.1]) by pps.reinject (8.16.0.36/8.16.0.36) with SMTP id 03M0ZX08012229 for <steve_mcnulty@transcanada.com>; Tue, 21 Apr 2020 18:54:33 -0600

Received: from mail-pg1-f196.google.com (mail-pg1-f196.google.com [209.85.215.196]) by mx0c-00172802.pphosted.com with ESMTP id 30fv52fh0u-1 (version=TLSv1.2 cipher=ECDHE-RSA-AES128-GCM-SHA256 bits=128 verify=NOT) for <Steve_mcnulty@transcanada.com>; Tue, 21 Apr 2020 18:49:53 -0600

Received: by mail-pg1-f196.google.com with SMTP id n16so221600pgb.7 for <Steve_mcnulty@transcanada.com>; Tue, 21 Apr 2020 17:49:52 -0700 (PDT)

DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed; d=doblerengineering-com.20150623.gappssmtp.com; s=20150623; h=message-id:mime-version:date:from:subject:thread-topic:to:cc; bh=qCNHHE3r4lYTYyOMvIRf9sloI1BeTWCXr30XdYhqLZ0=; b=1HBWnHXxlWa/EbF58qOXbhSYFqvytkDQc+CKIk6WkUgtcMolJyd5majzirYrL0a4706ZFsu2thi/908VKHuYALnBhVFi6omQlsHxwfff/bx1oPH+xryXNdi9a/cvOQHUEGoa+TGFQfSIYHQPlloopMYD4IyhNAjVTrWSWiMitraplG9MUgeIVRhZFWA2uU5EhcTp4143Wms6gBANqKmvMGBclsM3rrYLHxLuchbDcXdB78T6DbJuMDET30Y8Y0A/XO+rRXUHj/fpxVqzyS0PPGkFC3hM4fGorLRPF6GQoI/1d1Dd+2pSoc6LvIVrxBYEA7wUpaD/3yFgNhjwBCziRA==

X-Google-DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed;

d=1e100.net; s=20161025;
h=x-gm-message-state:message-id:mime-version:date:from:subject
:thread-topic:to:cc;
bh=qCNHHE3r4lYTYyOMvIRf9sloI1BeTWcXr30XdYhqLZ0=;
b=r6z5YxVtlgQJ/bIzAQ++9lXMTmo7cHTHQY+ks4WcW4TpIn7JfqqGE9eKNvc7/zvzyJG
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Rbzg==
X-Gm-Message-State: AGi0PubleM4svyvD3sNk57HRrueQCHZVxpUpkdYlgbrAqhdEHH9uCAaP
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X-Google-Smtp-Source:
APiQypKjyokDBEoPcWK5tA0l8NOX4h937F6UR0p0LLB9wbvt9jwHqDaoyARgtS/Ngm4DG15uao8wF
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X-Received: by 2002:a63:5112:: with SMTP id
f18mr5294607pgb.356.1587516589230;
Tue, 21 Apr 2020 17:49:49 -0700 (PDT)
Received: from smtp.gmail.com ([192.102.87.74]) by smtp.gmail.com with
ESMTPSA id o7sm3713328pfg.74.2020.04.21.17.49.39 (version=TLS1_2
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17:49:46 -0700 (PDT)
Message-ID: <5e9f94aa.1c69fb81.31539.d1d4@mx.google.com>
MIME-Version: 1.0
Date: Tue, 21 Apr 2020 17:49:18 -0700
From: Gordon Dobler <gordon@doblerengineering.com>
Thread-Topic: Willow Creek Mobile Home Park-PUD
To: "Adam.Frederick@idwr.idaho.gov" <Adam.Frederick@idwr.idaho.gov>,
"angela.craner@usps.gov" <angela.craner@usps.gov>, "bcleslie@bpa.gov"
<bcleslie@bpa.gov>, "Borchardt, Carey F"
<Carey.Borchardt@charter.com>,
"danitab@centurytel.net" <danitab@centurytel.net>, David Callahan
<dcallahan@kcgov.us>, "eric@rathdrum.org" <eric@rathdrum.org>,
"flen.gaz@bnsf.com" <flen.gaz@bnsf.com>, "jcmurray@bpa.gov"
<jcmurray@bpa.gov>, "Howard, Jamie" <Jamie.Howard@avistacorp.com>,
"jason.nebel@charter.com" <jason.nebel@charter.com>, Jeremy Hofer
<JHofer@kec.com>, "info@kcemss.org" <info@kcemss.org>,
"kevin@rathdrum.org"
<kevin@rathdrum.org>, "amarienau@kmpo.net" <amarienau@kmpo.net>,
"Kristie.McEnroe@deq.idaho.gov" <Kristie.McEnroe@deq.idaho.gov>,
"bonny@lakeshwy.com" <bonny@lakeshwy.com>,
"Matthew.Plaisted@deq.idaho.gov"
<Matthew.Plaisted@deq.idaho.gov>, "sellison@phdl.idaho.gov"
<sellison@phdl.idaho.gov>, "mdmcphee@bpa.gov" <mdmcphee@bpa.gov>,
"Info@postfallshd.com" <Info@postfallshd.com>,
"tomi@rathdrumpolice.org"
<tomi@rathdrumpolice.org>, "Helmick II, Ronald"
<ronald.l.helmick.ii@ftr.com>, "shirley@postfallshd.com"
<shirley@postfallshd.com>, Stacy Simkins
<Stacy.Simkins@itd.idaho.gov>,
"sthomson@northidahostem.com" <sthomson@northidahostem.com>,
"Steve_mcnulty@transcanada.com" <Steve_mcnulty@transcanada.com>,
"becky.meyer@lakeland272.org" <becky.meyer@lakeland272.org>,
"todd.kiesbuy@avistacorp.com" <todd.kiesbuy@avistacorp.com>, Tyler
Drechsel
<tdrechsel@northernlakesfire.com>, "William.Roberson@itd.idaho.gov"
<William.Roberson@itd.idaho.gov>

CC: "cary@rathdrum.org" <cary@rathdrum.org>, Paul Luber
<ptluber@senecacp.com>, Jack Smetana <jsmetana@roadrunner.com>
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Hello Rathdrum Planning and Zoning Committee,

June 11, 2020

My family of five has lived at our home at 15073 N. Coeur d'Alene Street for five years. My husband and I have three daughters in the Lakeland School District. We own our home and pay lot rent to Idaho Contractors Inc as part of the Willow Creek Mobile Home Park. My husband and I both agree and disagree with some of the proposed options for the replat of Willow Creek Mobile Home Park.

We agree with the vision to make the park nicer in aspects of new updated mailboxes and the playground area. The current playground is very outdated and unsafe. The tennis court just needs to go as no one uses it and it looks uninviting. The current basketball court could be updated. Defined parking areas are needed but residents also need to respect those parking areas. I see many residents or guests parked either in the grass or halfway in the grass frequently. Directional signs shouldn't necessarily be "one way" signs but "speed limit" and "guest parking" signs would be helpful. Our guests have nowhere to park, including the pizza delivery vehicles. There needs to be visible crosswalks for our children as well because a lot of them walk to and from school. Vehicles seldom stop for those who cross the street at Third and Park Loop. We think the assisted house painting proposal is a great idea for many of the homes within the mobile home park, not just the ones on Coeur d'Alene Street.

We disagree with the ideas to make Coeur d'Alene Street look nicer. You may be aware that a "NO Parking on this side of the street" sign was recently posted on the side where the six new homes were built. That sign came as a surprise as none of us on Coeur d'Alene Street were informed of this new sign and it gives our guests nowhere to park. I would like to see a speed limit sign (25 mph) posted on my side of the street. It is very hard to back out of my "driveway" when vehicles are flying up and down Coeur d'Alene Street. Many vehicles use Coeur d'Alene Street as a shortcut from highway 41 to highway 53 and vice versa. In the winter, my husband is the one who plows out most of our neighbors on Coeur d'Alene Street. If new trees are added to divide our driveways, where would he put all of that snow? The city plow trucks usually plow us in as our driveways are not deep enough as it is.

A good suggestion for the six homes on Coeur d'Alene Street would be to move our homes to the area where the seven new homes are proposed to go on Meadow Brook Circle. It has come to my husband and my attention that the six homes on Coeur d'Alene Street currently lot share as the lot lines are not true to our yard sizes. Moving our homes would give us the space we need to park, and the ability to improve the look of Coeur d'Alene Street. The proposed fence could extend the entire distance instead of just one side of Coeur d'Alene Street. There could be a sidewalk and shrubs added as well. I think most of the residents will agree that trying to turn right onto Coeur d'Alene Street from Park Loop has its own set of challenges. The first home, on the corner of Park Loop and Coeur d'Alene Street, has a carport style parking cover, and there are shrubs there that can be difficult to see past. I have noticed when my husband, my neighbors and myself are backing out of our driveways on Coeur d'Alene Street many vehicles do not yield and go around us.

As far as a soccer field addition to the new playground area, I think a guest parking area would be better for that space. There will be less grass to maintain and it will give our guests somewhere to park if birthday parties are held at the new playground/bbq area. Many children

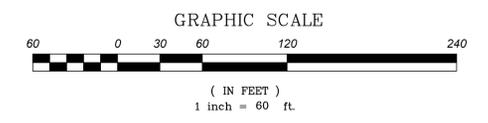
go to Stub Myer Park to play in that field already. The addition of speed bumps would be nice as residents also speed through the mobile home park streets.

The appearance of Willow Creek Mobile Home Park has been poor in my opinion. The residents have not been held accountable to keep up on the cleanliness that is required to keep our neighborhood nice. When asked to clean up in March/April by our park manager, most cleaned up without complaint because free trash pick up was offered. Others complained and did not clean up until eviction was going to be legally enforced. My husband and I have been taking things to the Stateline transfer station to help some of our neighbors who cannot haul things away. Our neighborhood needs to come together and help each other out. Many of the residents are elderly and need the most help. The sale of the mobile home park may be what this neighborhood needs to "clean up." Some improvements to our neighborhood have been needed for a while now.

Thank you for listening.

Sara Bennett

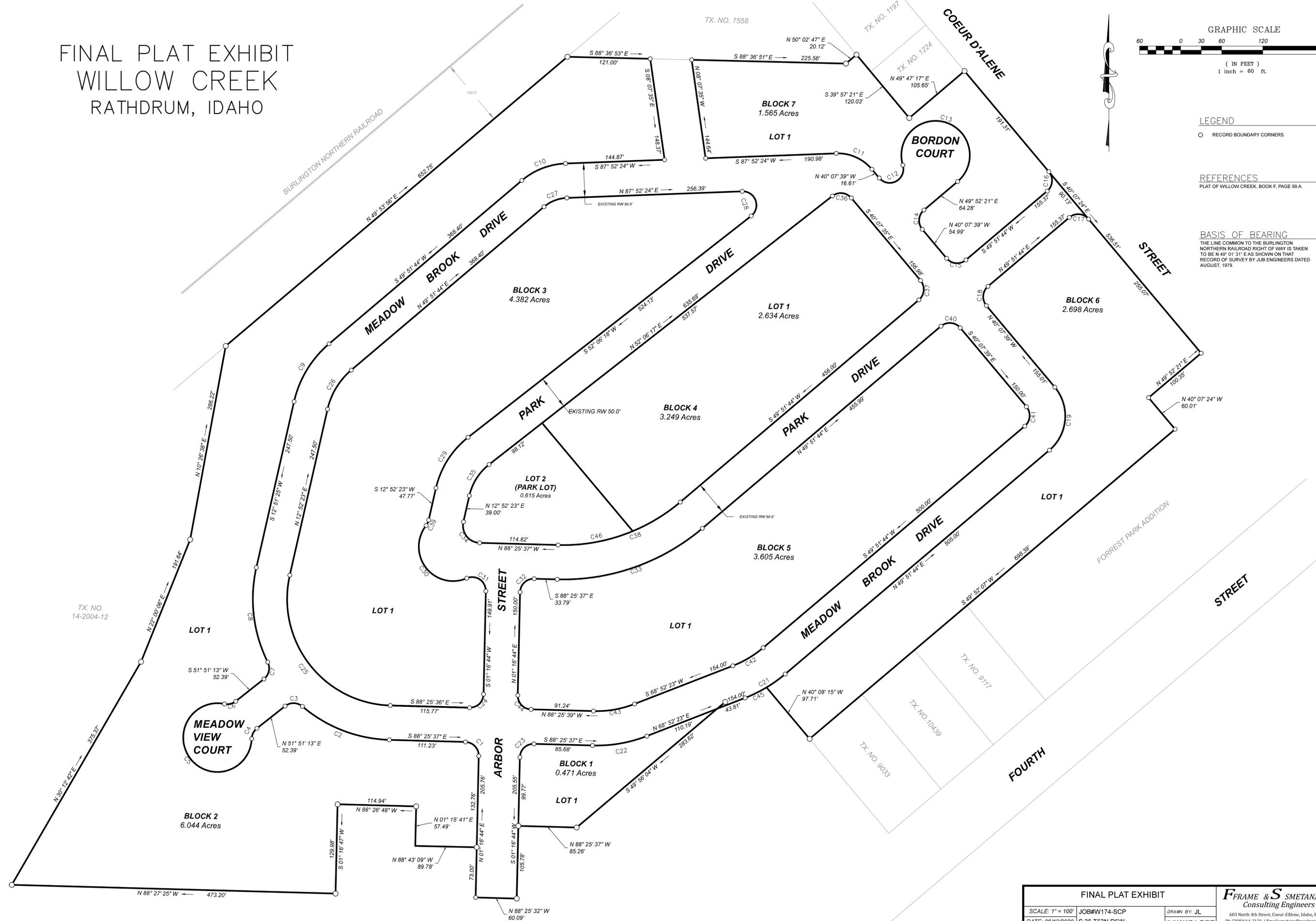
FINAL PLAT EXHIBIT WILLOW CREEK RATHDRUM, IDAHO



LEGEND
○ RECORD BOUNDARY CORNERS

REFERENCES
PLAT OF WILLOW CREEK, BOOK F, PAGE 99.A.

BASIS OF BEARING
THE LINE COMMON TO THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY IS TAKEN TO BE N 49° 01' 31" E AS SHOWN ON THAT RECORD OF SURVEY BY JUB ENGINEERS DATED AUGUST, 1979.



TX. NO. 14-2004-12

FINAL PLAT EXHIBIT		F FRAME & S SMETANA, PA Consulting Engineers	
SCALE: 1" = 100'	JOB#W174-SCP	DRAWN BY: JL	603 North 4th Street, Coeur d'Alene, Idaho, 83814
DATE: 06/12/2020	S.36.T52N.R5W	FILE: W174-SCP	Ph:(208)664-2121 / Email:smetana@roadrunner.com
			SHEET #2 OF#3

Exhibit F

Table 4 – Comprehensive Plan Consistency

Goal/Policy	Consistent	Discussion
II A. Population		
II A. Population, Goal 1: Address changing growth trends and capacities to work toward a moderate and stable rate of long-range population growth with orderly development.	Unknown	Growth trends in Rathdrum recently have focused on single family housing. Lower income housing has been identified as needed. The projected population growth expected from this project is 11.16 people (2.79 persons per 4 additional home sites).
II A. Population, Goal 2: Guide future development to maintain and enhance the quality of life of the population living within and directly adjacent to the community.	Yes	The proposal appears to enhance the quality of life of the population within the development.
II B. Land Use		
II B. Land Use, Goal 1, Policy C: <i>Maintain regulatory standards that encourage private property land uses and infill development consistent with expressed local values.</i>	Unknown	The Commission and Council shall determine if the land use and infill development are consistent with local values.
II E.-1 Public Services		
II E. Public Services, Goal 1, Policy A: <i>Coordinate with service providers and public safety entities to assure necessary and appropriate urban services are provided to accommodate projected types and densities of growth and development.</i>	Unknown	The Rathdrum Chief of Police provided comment based on calls for service within the existing development. The projected population growth expected from this project is 11.16 people (2.79 persons per 4 additional home sites) which may result in additional calls for service. It is expected that existing staffing at the police department can handle this growth. The Northern Lakes Fire Protection District also provided comment regarding fire fighting ability within the development. It is expected that the addition of hydrants will improve the service.
II E.-2 Sewer and Water		
II E.-2 Water and Sewer, Goal 1, Policy B: <i>Promote development in areas with municipal sewer and water systems in place.</i>	Yes, with conditions of approval	Municipal water and sewer utilities are available to the property. Water and sewer mains interior to this property and stormwater utilities will remain in private ownership. As necessary, the applicant shall make improvements to the infrastructure to support the proposed use(s).
II G. Housing		
II G. Housing, Goal 1: Apply four primary principles, 1) Sense of Community, 2) Variety,	Yes	The proposal includes the addition of more variety in housing options which tend to be

Goal/Policy	Consistent	Discussion
<p>3) Affordability and 4) Integration, in the enhancement and maintenance of existing residential areas and the design of new housing developments.</p> <p>A) Sense of Community: Promote a sense of community by encouraging walking and cycling, good lighting and safe havens for children while providing ready access to shared green space and parks. Housing will be connected to commercial areas and civic centers by well-organized street and pathway systems, potentially including public transportation, all making it easy for people to meet and interact with each other. Neighborhoods should not be completely walled off from each other.</p> <p>B) Variety: Provide a broad mix of housing choices for a mix of people with differing economic means, ages and lifestyles. Types of housing may include, but are not limited to, apartments, townhouses, multi-family units, manufactured homes and small, as well as large, lot single family residences.</p> <p>C) Affordability: Ensure affordable housing is available for the local household and family, encouraging the creation of a wide range of housing, including that which is affordable to the community’s average and lower income worker and family.</p>		<p>more affordable.</p> <p>The proposal includes an improved gathering space.</p>
<p><i>II G. Housing, Goal 2, Policy F: Protect the continuity and inherent character of existing neighborhoods in planning and zoning decisions.</i></p>	Yes	<p>The proposal is consistent with the existing neighborhood.</p>
<p><i>II G. Housing, Goal 3, Policy B: Require pedestrian and bicycle pathways in new residential development and encourage the development of additional pathways in existing neighborhoods to provide interconnectivity.</i></p>	No	<p>The proposal does not include pedestrian and bicycle pathways for new development and there are no sidewalks or pathways within the existing development. There does not appear to be room for them.</p>
<p><i>II G. Housing, Goal 4, Policy C: Provide an adequate supply of land in appropriate land use designations that meets the future needs and demand for a broad range of residential types.</i></p>	Yes	<p>The proposal includes more land within the development to provide for 4 more lower income home sites.</p>
<p><i>II G. Housing, Goal 5, Policy A: Encourage infill and redevelopment of existing lots.</i></p>	Yes	<p>The proposed project will partially infill existing land which is built around.</p>
<p>II H. School Facilities</p>		
<p>II H. School Facilities, Goal 1: Consider the priorities and concerns of Lakeland School</p>	Unknown	<p>The Commission and Council shall be responsible for considering priorities and</p>

Goal/Policy	Consistent	Discussion
District and other schools in future community development decisions.		concerns of the School District.
II I. Recreation		
II I. Recreation, Goal 1: Maintain and develop facilities to support the recreational and cultural needs of all community members.	Unknown	The proposal includes recreational facilities. The Council shall determine if such meet the needs of the community.
II. K.-2 Community Design Element, Balanced Development		
<i>II K.-2 Community Design, Balanced Development, Goal 2, Policy A: Promote a wide range of residential development forms and designs, including a mix of housing types, from condominiums to townhouses to triplexes and duplexes to single family detached houses.</i>	Yes	The proposal provides for diversified housing options.

Exhibit G

Recommended Conditions of Approval for Willow Creek Re-Plat and PUD.

General

1. This PUD approval shall replace all existing City policies pertaining to the proposed development. Those five (5) lots which were part of the original Willow Creek subdivision as specifically excluded from this decision shall be subject to any existing Willow Creek policy and requirements of City Code without deviation.
2. The development shall be subject to the modified residential standards of RCC 11-5 as found within the Staff Report and as conditioned herein, and shall not be subject to the general provisions and performance standards of multifamily development and site plan review as found in RCC 11-5-3 and 11-5-4.
3. The intent of this Decision and Conditions of Approval is to allow some existing conditions within the development to continue as long as they remain lawful, however shall in no way limit the City's ability to enforce violations or conditions which do not meet this PUD approval or other required provisions.
4. All improvements within the park lot / open space area, proposed directional signage improvements, proposed fencing and landscaping on Coeur d'Alene Street, and new / revised parking areas throughout the development shall be completed within eighteen (18) months from the date of approval of this PUD unless otherwise specified within this approval. All other necessary and/or conditional improvements shall be completed within twenty four (24) months from the date of approval of this PUD unless otherwise specified.

Dwellings and "Home Sites"

5. When any unit currently located within the development is moved or removed for any reason, the "home site" shall not be re-occupied by any structure until it has been legally permitted through the City of Rathdrum and meets the requirements of the PUD approval and other necessary provisions.
6. "Home sites" within the development shall not be rented to RVs, nor shall RVs be given any other type of permission or allowance for use for dwelling purposes within the development. The existing RV which occupies "home site" 14 as shown within Exhibit B, Appendix A, Page 5 (Home Site Exhibit), addressed as 8568 Meadow Brook Circle shall be removed from the property within twenty four (24) months of the date of approval of the Preliminary Plat / PUD.
7. All new dwellings placed within the development shall be located a minimum of ten-feet (10') from one another. Where new lots or portions thereof are adjacent to residential property (vs. right of way and industrial property) outside of the original Willow Creek subdivision, setbacks from property lines adjacent to / shared with said private property shall be as follows: rear yard setbacks shall be a minimum of eight-feet (8') from the rear property line and side yard setbacks shall be a minimum of five-feet (5') from property lines.
8. New dwellings shall be set back from front property lines a minimum of five feet (5') or as much as possible in compliance with required rear yard setbacks and other provisions as stated or conditioned herein.

9. Existing mobile / manufactured homes which are in violation of required setbacks shall be considered grandfathered in relation to setbacks and shall be subject to the City's non-conforming provisions as found within RCC Title 11, Chapter 7 if altered, remodeled, discontinued or otherwise changed as found within such Code section.
10. To address RCC 11-5-2 (K) (h), upon completed setup, manufactured homes shall be assessed as required by Kootenai County or other taxing jurisdiction.
11. Address numbers shall be placed on each dwelling as required by Northern Lakes Fire Protection District standards (size and visibility) if not already existing. Such address shall be as assigned by the City and/or Kootenai County, not by space numbers assigned by the owner or other party.
12. The number of dwellings per lot shall be limited to the number of "home sites" as depicted within Exhibit B, Appendix A, Page 5 (Willow Creek Home Site Exhibit) and Table 2 of this staff report. The location of dwellings within the lots shall be adjusted over time as existing dwellings are removed and new dwellings permitted in compliance with this PUD approval.
13. Property owner(s) and/or tenants shall receive necessary permitting, including but not limited to building permitting and floodplain permitting, where applicable, prior to setting any new dwelling within the development. All new dwellings shall comply with the requirements of the PUD approval. A dimensioned site plan shall be provided showing, at minimum, the dimensions and placement of the building(s) to be placed on the lot and any attachments thereto (such as decks, stairs, etc.), distance of the building(s) from property lines and other structures, the location and dimensions of required parking and existing and proposed accessory structures on and adjacent to the "home site". Anchoring details of the structure(s) to foundation(s), flood venting, and other necessary measures to address structures within floodway and floodplain shall be submitted, as necessary, along with structural specifications showing that the structure(s) meet the design loads for the Rathdrum area (for example snow, wind and seismic loads).
14. Temporary storage of unset homes on vacant lots shall not be allowed.
15. New dwellings set within the development shall meet the following provisions:
 - a. Shall be designed for long term use by a residential household, contain a kitchen, bath, living and sleeping facilities, and be a minimum of 256 square feet in area.
 - b. Shall have wood, asphalt or metal shingle roofing and vertical and/or horizontal aluminum, vinyl, simulated wood or wood siding, or other typical residential siding as approved by the City Building Official.
 - c. Shall be permanently affixed with the running gear and towing hitch removed, and set upon a foundation approved as required by Idaho Code, and have an anchoring system that is totally concealed under the structure. Such provision may be amended by the City Building Official on a case by case basis to address floodplain provisions consistent with FEMA Publication P-85, Protecting Manufactured Homes from Floods and the PUD approval.
 - d. Shall have a poured concrete, mortared, aluminum, vinyl, simulated wood or wood siding enclosure consistent with the exterior siding of the home, which surrounds the entire perimeter of the structure and completely encloses the under area which contains the

blocking and anchoring system. Such provision may be amended by the City Building Official on a case by case basis to address floodplain provisions consistent with FEMA Publication P-85, Protecting Manufactured Homes from Floods and the PUD approval.

- e. Used homes may be placed within the development at the discretion of the owner if such home is well maintained or will be rehabbed to a well maintained condition within 120 days of setting.
16. Prior to placement of any new structures within the septic system area (“home sites” 151 through 157 as shown within Exhibit B, Appendix A, Page 5), the existing septic tank shall be removed and the drain field shall be mitigated as determined necessary by the City Building Official. The City may require geotechnical evaluation, engineering, compaction testing or other measures as necessary to address building code requirements and safety at this location.
17. When any dwelling unit currently located within the floodway is substantially altered or substantially damaged as defined by RCC 11-7, Non-Conforming Provisions, it shall be removed from the floodway within 120 days. Such unit shall not be placed in any location within the subdivision unless it conforms entirely to the PUD approval. New dwellings may be placed within floodway in compliance with FEMA Publication P-85, Protecting Manufactured Homes from Floods and the PUD approval.
18. New dwellings to be placed outside of floodway and floodplain shall be standard set above grade on top of subgrade concrete piers (not “pit set”) to accommodate the nature of the development as a “Mobile Home Community” where privately owned dwellings are placed on leased land and are subject to moving based on lease agreement and other factors.

Utilities

19. All on-site water, sewer and stormwater infrastructure shall remain in private ownership of the Applicant / Owner and shall be maintained in good repair and function by the owner. Malfunctions, breaks, leaks or other problems shall be repaired at the sole expense of the owner in a timely manner.
20. The Applicant / Owner shall be required to abandon and cap one of the water and sewer services on each of the following consolidated “home spaces” as shown within Exhibit B, Appendix A, Page 2 (1979 Infrastructure Plan): Spaces 10 and 11, spaces 87 and 88, and spaces 95 and 96. The Applicant shall call for inspection by the Public Works Department to ensure such service connections have been appropriately abandoned.
21. A new water meter to serve the development shall not be required at this time. City utility billing shall be charged to the property owner on a monthly basis as the base fee for a single family dwelling (1 ERU) for water and sewer use per installed service connection.
22. The Applicant / Owner shall obtain a right-of-way encroachment permit from Rathdrum Public Works Department and remit payment for such permitting for new utility connections. Connection, capitalization and impact fees for four (4) new utility connections shall also be remitted to the City at the time of installation of such new services. Payment for this number of connections provides credit for the three (3) connections which are to be abandoned.
23. A new fire hydrant shall be installed in compliance with City standards in order to accommodate the new “home sites” (151 through 157, as shown within Exhibit B, Appendix A, Page 5 (Home Site

Exhibit)). The location of the hydrant shall be as approved by the Northern Lakes Fire Protection District and the City and subject to City right of way and other necessary permitting. Such hydrant shall be installed at the sole expense of the Applicant. Additional hydrants within the development may be installed at the discretion of the Applicant. The Applicant will not be required to replace / upgrade existing water lines to serve the required hydrant. The flow rate of any new hydrant will be based on the capacity of the existing water line in the street adjacent to the hydrant location.

Parking and Vehicles

24. Each "home site" shall be provided with an improved parking area subject to the following standards:
- a. New parking areas shall provide a minimum of two (2), but no more than three (3), parking stalls for each "home site".
 - b. Each parking stalls within the parking area shall be a minimum of twenty feet (20') in length and a minimum of nine feet (9') in width, per vehicle, not to exceed twenty seven feet (27') in width, excluding three-foot (3') wings, for the entire parking area for each "home site".
 - c. Parking areas for each "home site" shall be contiguous parking stalls (side by side or end to end parking for each dwelling). Side by side parking is preferred as shown within Exhibit B, Appendix B, Page 9.
 - d. Parking areas shall be located entirely on private property where possible.
 - e. Parking areas shall be separated from other "home site" parking areas and guest parking areas as far as possible.
 - f. In no case shall the required parking areas / stalls be located within or overlapping paved roadway.
 - g. Where possible, the existing gravel driveway surfacing may be utilized and modified as necessary to accommodate the parking. Where new surfacing is necessary a minimum of four-inches (4") deep, compacted three quarter inch minus ($\frac{3}{4}$ "-) gravel shall be utilized.
 - h. Each driveway and parking area shall be edged with landscape edging / border (ex. typical polyethylene or rubber, ridged, three inch (3") to four inch (4") high flexible edging) or other material approved by the City, to differentiate / clearly identify the parking area and contain gravel.
 - i. Asphalt paving may be utilized in lieu of gravel and edging at the discretion of the Applicant.
 - j. Driveway surfacing shall connect the parking area to the paved roadway surfacing.
 - k. Wings / driveway approaches shall be no greater than three feet (3') wide at the edge of street, tapering to the maximum driveway width at four feet (4') length (a 3-4-5 triangle).
 - l. Parking shall NOT occur outside of the installed gravel parking areas and will be subject to enforcement action.

25. For those “home sites” accessed from Coeur d’Alene Street parking areas shall be located entirely outside of public right of way. Each driveway shall be a maximum of twenty feet (20’) in width, excluding three-foot (3’) wings. Additional parking for each “home site” may be provided, where room is available, in a tandem (front to back) configuration that does not widen the width of the driveway / parking. For Space 165 as shown within Exhibit B, Appendix A, Page 5 (Home Site Exhibit), addressed as 15093 Coeur d’Alene Street, said driveway and parking shall be located as far as possible from the intersection of Park Loop Drive and Coeur d’Alene Street.
26. Guest parking stalls shall be provided and installed by the Applicant in compliance with the standards as conditioned herein throughout the community where space is available that does not crowd required “home site” parking. At minimum two to three parking stalls shall be installed on each side of the “park”. Guest parking spaces shall be signed or otherwise clearly marked as reserved for guests only.
27. All existing automobiles without current license plates, non-operational vehicles, and all recreational vehicles, boats and trailers within the development shall be removed within 12-months from the date of approval of the PUD. ATVs / ORVs such as snowmobiles, side by sides, four wheelers and other small recreational vehicles and their trailers may not be stored within the development unless within an enclosed shed as approved by the property owner.

Landscaping and Fencing

28. All areas of the property / lots and all rights of ways adjacent to paved streets which are not occupied by a structure, roadway or allowed driveway / parking area shall be landscaped as defined within RCC 11-5-2 (B) (1) (c) and appropriately maintained in a healthy, growing condition, including watering and mowing as necessary. A single pathway per “home site” of up to five feet (5') in width which provides egress from the parking area to the primary structure shall be excluded from this area.
29. Soil amendment as necessary and lawn grass and/or other landscaping shall be installed for newly set dwellings prior to issuance / allowance of final occupancy for the dwelling. Provisional occupancy is available to facilitate occupation prior to completed landscaping when weather or other factors prevent it, in compliance with Code. No trees shall be required in landscaped areas. Existing trees within the development shall be retained to the maximum extent possible.
30. No new fencing or vegetation in excess of three-feet (3’) in height shall be placed within the sight view triangle as shown within RCC 11-5-1 (C) as it currently exists or may be amended. Any existing fencing or vegetation within these areas shall be removed by the property owner within 24-months from the date of approval of this Preliminary Plat / PUD.
31. Fencing shall be subject to the provisions of RCC 11-5-1 (D). Existing fencing within the development may remain as long as it is not constructed of a dilapidated material (RCC 11-5-3 (D) (4)) and is not structurally unsound or falling over. All fencing remaining within the development which is in a dilapidated or structurally unsound condition shall be removed or repaired by the owner within 24-months from the date of approval of this Preliminary Plat / PUD.

Accessory Structures and Additions

32. Existing porches, canopies, platforms, covered patios and similar architectural projections or additions which were legally permitted and are structurally sound as determined by the City Building Official shall be grandfathered and may remain as long as they remain otherwise lawful. The City may require removal of non-permitted and/or non-compliant structures in accordance with Code.
33. Not more than one accessory residential structure, not to exceed an area of two hundred (200) square feet, shall be located in association with a single "home site." Such accessory structure shall be located no closer than within three feet (3') of the dwelling with which it is associated, and no closer than within ten feet (10') of any other dwelling. No accessory structure shall be located in the front yard (yard adjacent to the street) / in front of a dwelling. Accessory structures shall be separated from one another by a minimum of three feet (3'). All existing accessory structures within the development which violate these provisions or which are in a structurally unsound condition shall be removed, repaired and/or relocated by the owner within 24-months from the date of approval of this PUD, with the exception that any existing accessory structures located in the front yard / in front of a dwelling shall be removed within eighteen (18) months.

Final Plat

34. A proposed final plat shall be submitted to the City for approval prior to recording in compliance with RCC 12-3. The final plat shall show the following minimum provisions:
 - a. The name of the subdivision which shall specify that it is both a Re-Plat of portions the Willow Creek subdivision and also that it is a Planned Unit Development.
 - b. The complete legal description of the land contained within the subdivision.
 - c. The names and mailing addresses of all persons, firms and corporations holding interests in said lands. All corporations shall furnish a copy of the last annual corporate report as filed with the secretary of state.
 - d. The location of the boundary lines of the proposed subdivision in relation to section, quarter section and quarter-quarter section lines and any adjacent corporate boundaries of the city which are part of the legal description of the property.
 - e. The scale of the plat and an indication of the north direction.
 - f. The boundaries and approximate dimensions of all blocks and lots within the proposed subdivision, together with numbers proposed to be assigned each block and lot.
 - g. The location, names and width of all streets, roads and easements within and adjacent to the subdivision.
 - h. The developer's signed statement of provision for irrigation/domestic water supplies, sewage disposal and stormwater management. Such shall include information showing that the owner is responsible for all utilities located interior to the development, even if located within right of ways, and warranting that the required water, sewer and stormwater improvements and facilities will be maintained by the owner.

35. A title report issued within the preceding 30-days confirming that title of the land in the proposed subdivision is vested in the name of the owner whose signature appears on the plat certificate shall be provided.
36. A plat note shall be placed on the face of the final plat which requires that all lots within the plat be maintained in common ownership for the life of the development (no new lots shall be individually sold). A plat note shall also be placed on the plat which reserves the .6 acre park lot (Lot 8) for use of the tenants of the development, to be maintained in an improved condition by the property owner for the life of the development.
37. The Applicant may bond for required improvements in order to complete and record the plat or as necessary to obtain financing. The City shall work with the Applicant to determine a reasonable amount and time for provision of surety for each required improvement, which may be bonded together or separately. Bonding requirements shall be as provided within City Code.



Rathdrum Planning & Zoning Commission

June 17, 2020



Willow Creek Mobile Home Community PUD & Improvement Plan

Prepared by:
Seneca Capital Partners & Frame & Smetana Engineering

Key Points – Willow Creek PUD

1. Overall Objectives for Willow Creek
2. Issues
 - a. Zoning & Regulatory Issues
 - b. Management Issues
3. Summary of Proposed Solutions
4. Team – Capable Manufacturer Housing Community Owner
 - a. Local Team
 - b. Seneca Capital Partners
 - c. Other Seneca Manufactured Home Communities
5. Zoning Reconciliation,
6. Flood Plain Clarifications
7. Improved Management &
8. Physical Improvements

Shared Objectives of City & Applicant for Willow Creek MHC

1. Continuing Use as Mobile Home Community
2. Improve Appearance of the Community
3. Provide Work Force Housing
 - a. Clean,
 - b. Safe,
 - c. Affordable,
 - d. Unsubsidized &
 - e. Attractive
4. Affordable Housing Stock for +/- 550 Rathdrum Residents

Issues

Zoning & Regulatory Issues

1. Lot Line Encroachments & Setbacks
2. Flood Plain Restriction on Placing New Homes

Management Issues

1. Park is Run Down
2. Too Many Vehicles & Parking issue
3. Junk in the Yards
4. Home Appearance

Four Parts to Our Proposed Solution:

1. Solve the Zoning & Flood Plain Issues
2. Physical Improvements in the Community -
3. Improve Community Management –
 - a. Focus – Clutter, Parking & Home Appearance
4. Work with Residents - Improve Home Appearance
 - a. Paint Program

Seneca's Local CDA Team

Pre-Acquisition

Frame & Smetana Engineers

- Gordon Dobler PE – Planning & Engineering
- Jack Smetana – Surveying and Platting
- Russ Honsaker's – Surveying

Operations After Purchase

CRITICAL TEAM MEMBER - CDA Based 3rd Party Property Manager

- Regional Manager
- On Site Manager – May live in the Community

Seneca Capital Partners –

- Over 100 Collective Years of Commercial Real Estate Experience
- Over 20 Collective Years in Manufactured Housing



Paul Luber
Partner and
COO

Roles: Acquisitions,
Financing &
Operations



Larry Nelson CPA
Asset Management

Roles:
Operations & Cap X
Due Diligence,
Financial
Management



Rhett Trees
Founder and CEO

Roles:
Investor Relations,
Acquisitions &
Fund
Administration

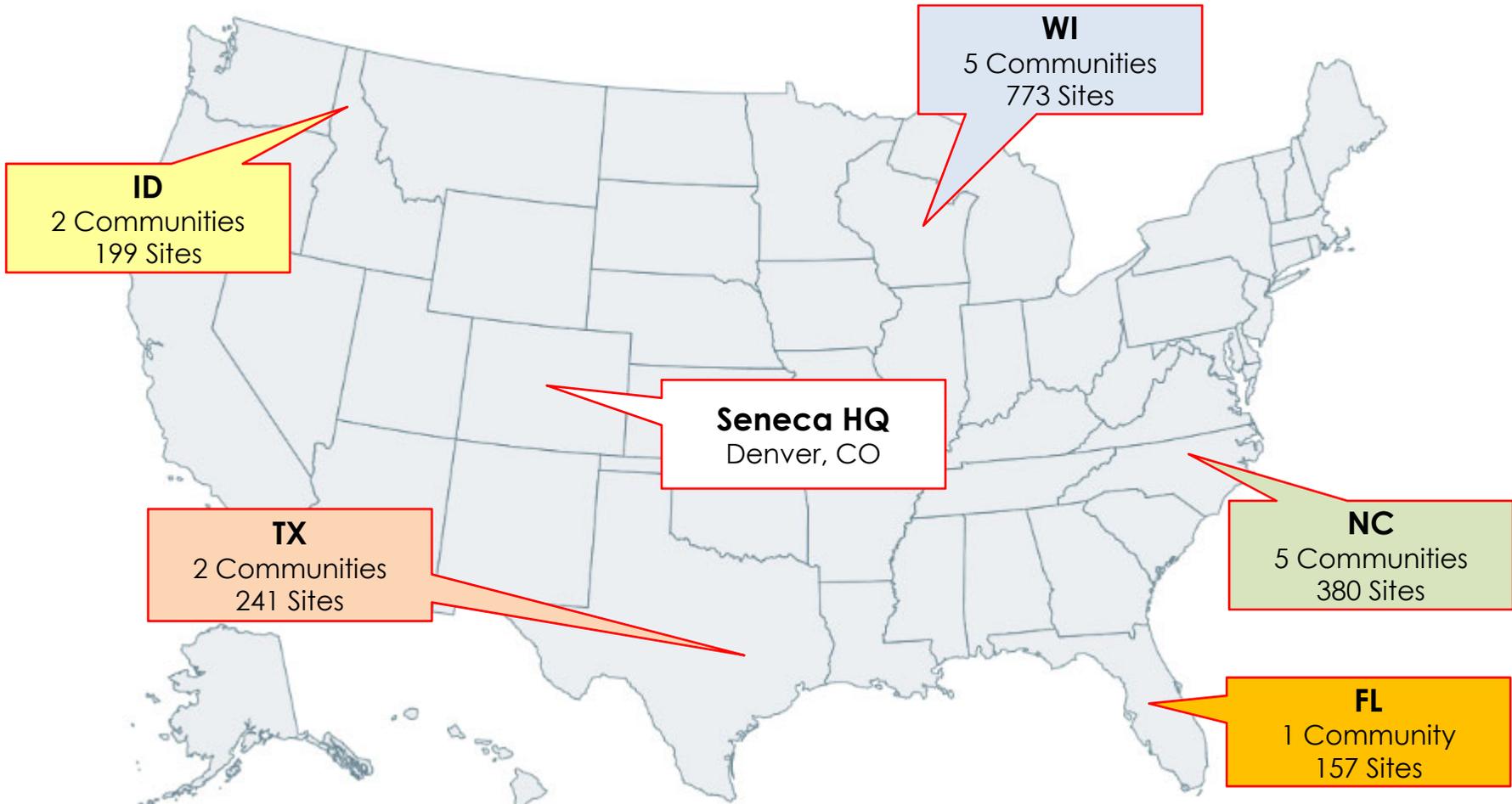


Hunter Foreman
Lead Analyst

Roles:
Financial Analysis
Acquisition Due
Diligence

Seneca Mobile Home Communities June 2020

15 Communities – 1,761 Sites



Wisconsin Portfolio – 1 hr. West of Milwaukee

Location	Fond du Lac and Sheboygan, WI One hour north & west of Milwaukee, WI
Local Economy	Manufacturing & Dairy/Milk/Cheese
Acquisition Date	August 2019
Portfolio	Five Communities 19 – 299 sites
Home-Sites	774
Park Owned Homes	84



Wisconsin Portfolio



Wisconsin Portfolio



High Point MHC - McKinney, TX (DFW Metro)

Location	McKinney, TX (Collin County North Dallas suburbs) Great schools, high growth area
Local Economy	Part of DFW metro Plex – Diversified & Growing
Acquisition Date	November 2017
Sites =	174 Size
Business Plan,	New Common Area Amenities and improve curb appeal basketball court, entertainment pavilion, BBQ smoker, soccer fields, monument sign, community center remodel, Installed 8 new off-street parking pads



High Point MHC – Recreation Area



High Point MHC – Play Structure



High Point MHC



Community Room



Lazy Lane MHC Spring TX (Houston)

Location Spring/ Conroe, TX
North Houston suburb
Great schools, high growth area
Local Economy Part of Houston metro Plex – Diversified & Growing
Acquisition Date November 2017
Sites = 67 Lots
Business Plan, New Roads, New Common Area Amenities and entertainment pavilion, BBQ smoker, soccer fields, monument signs



Tranquil Acres MHC – I-40 Corridor Central FL Between Orlando & Tampa

Location = Auburndale, FL (Lakeland suburb – between Tampa and Orlando)

Acquisition Date = March 2019

Lots 157 Sites

Value-Added Opportunity

- Added Concrete paved Driveways
- Common Area Amenities



Tranquil Acres MHC



SCIRE Fund II

Acquisition Pipeline

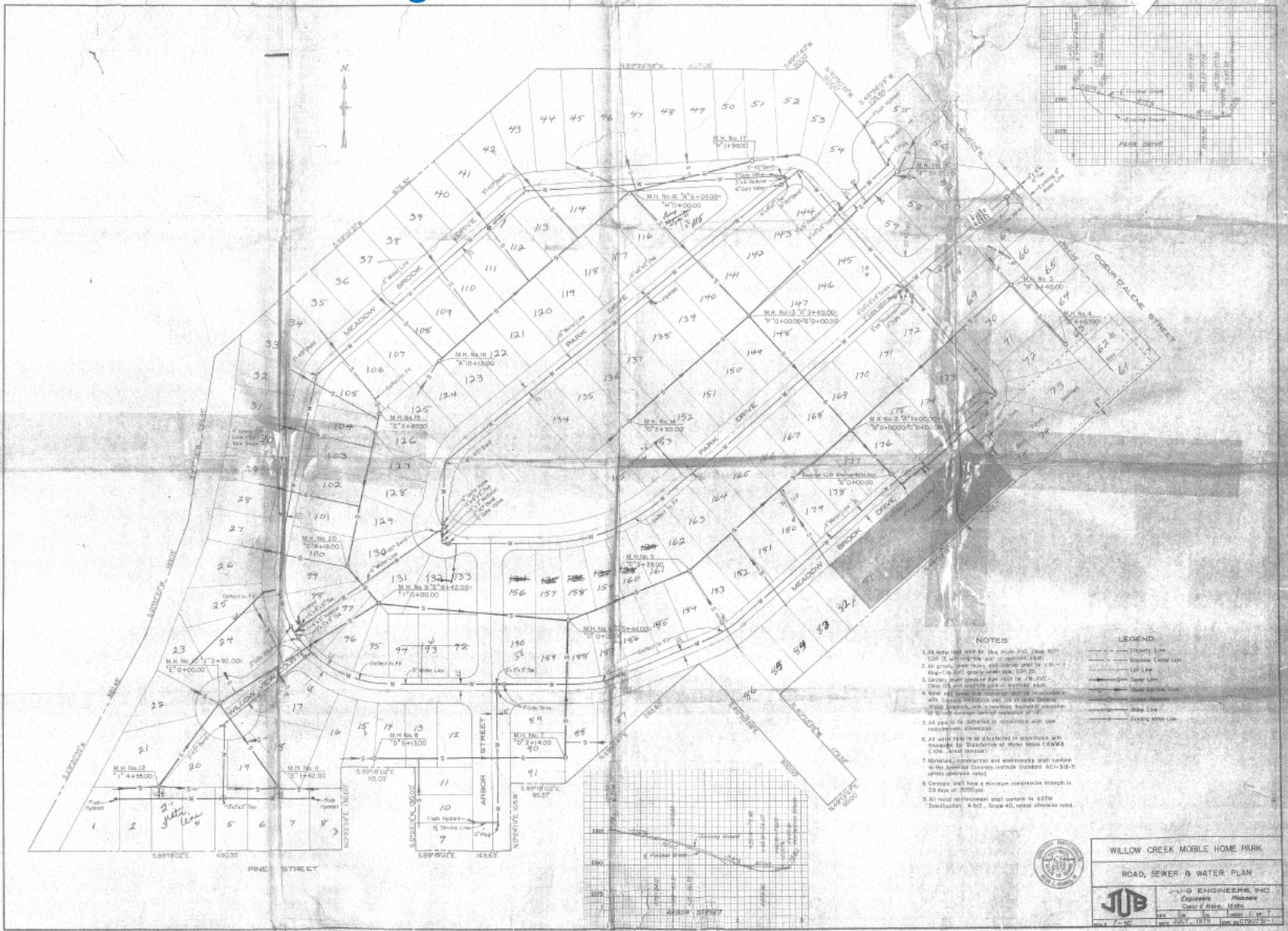


Asset = The Timbers MHC **Acquired Monday 6/15/20**
Location = Raleigh/Durham, NC (Raleigh MSA)
Acquisition Date = May 2020
Number of Home-Sites = 90



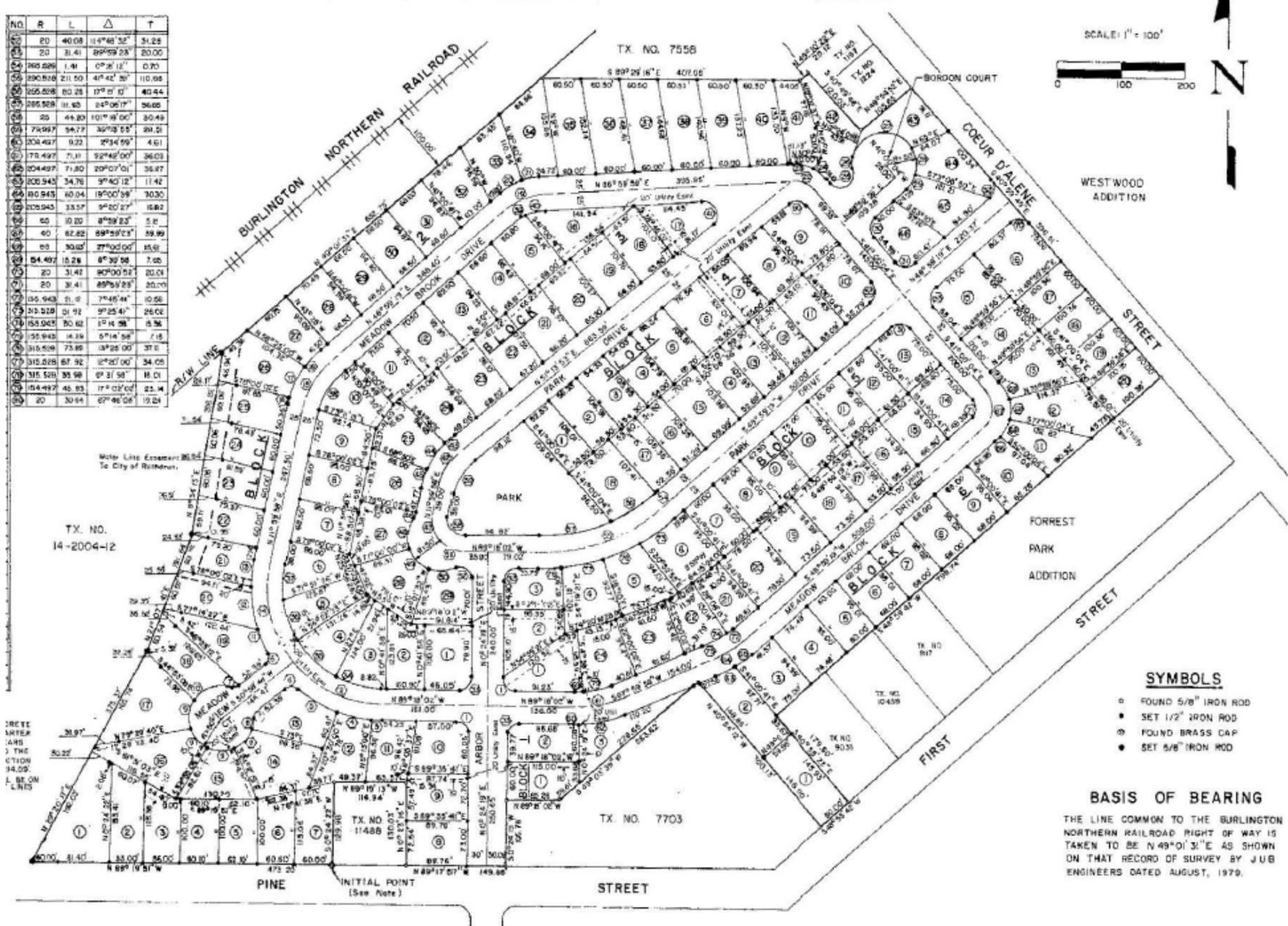
Assets = Willow Creek MHC and Hayden Pines MHC
Location = Rathdrum (Coeur d'Alene, ID Spokane, WA MSA)
Acquisition Date = September 2020
Number of Home-Sites 212 (182 WC & 30 PH)
Occupancy at Acquisition = 94%

Willow Creek – Existing Condition - 1979 Infrastructure Plan – 185 Lots



Willow Creek Plat - 140 Lots - August 3, 1981

NO.	R.	L.	Δ	T.
20	40.08	11°46'52"	51.28	
20	31.41	89°59'08"	20.00	
20	28.96	1.41	0°00'12"	0.70
20	20.50	211.50	41°42'30"	110.08
20	20.28	17°01'07"	40.44	
20	20.50	11.65	24°06'17"	26.65
20	49.20	101°18'00"	30.48	
20	24.987	54.77	36°03'05"	29.51
20	20.467	9.22	29°34'59"	4.61
20	17.0497	71.31	52°42'00"	36.03
20	20.497	71.80	20°07'01"	35.97
20	20.942	34.76	9°40'12"	17.42
20	20.943	60.04	18°00'59"	30.30
20	20.943	33.57	9°20'27"	16.82
20	60	10.20	8°59'23"	5.11
20	60	82.82	89°59'23"	39.99
20	60	30.02	27°00'00"	15.01
20	54.492	15.28	8°30'58"	7.60
20	20	31.42	90°00'00"	20.00
20	20	31.41	89°59'23"	20.00
20	35.943	21.0	7°46'44"	10.56
20	35.943	01.92	9°25'41"	26.00
20	35.943	70.82	1°14'38"	3.76
20	35.943	14.29	0°14'58"	7.15
20	316.508	73.89	3°28'00"	37.01
20	315.028	67.92	1°20'00"	34.05
20	315.528	95.98	0°31'58"	18.01
20	154.492	45.83	1°14'02'00"	23.4
20	20	30.94	0°00'00"	19.24



- SYMBOLS**
- FOUND 5/8" IRON ROD
 - SET 1/2" IRON ROD
 - FOUND BRASS CAP
 - SET 5/8" IRON ROD

BASIS OF BEARING
 THE LINE COMMON TO THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY IS TAKEN TO BE N 49° 01' 31" E AS SHOWN ON THAT RECORD OF SURVEY BY JUB ENGINEERS DATED AUGUST, 1979.

NOTE: INTERSECTIONS OF THE STATION LINE BE ON LOTS

TX. NO. 14-2004-12

PINE INITIAL POINT (See Note)

STREET

TX. NO. 7703

TX. NO. 7558

Over Lay of Actual Conditions (1979 Plan - 185 Lots) vs. 1981 Plat – 140 Lots 1981



Home Site Exhibit – 182 Home Site Using Super Block Concept



Willow Creek Floodway & Flood Plain



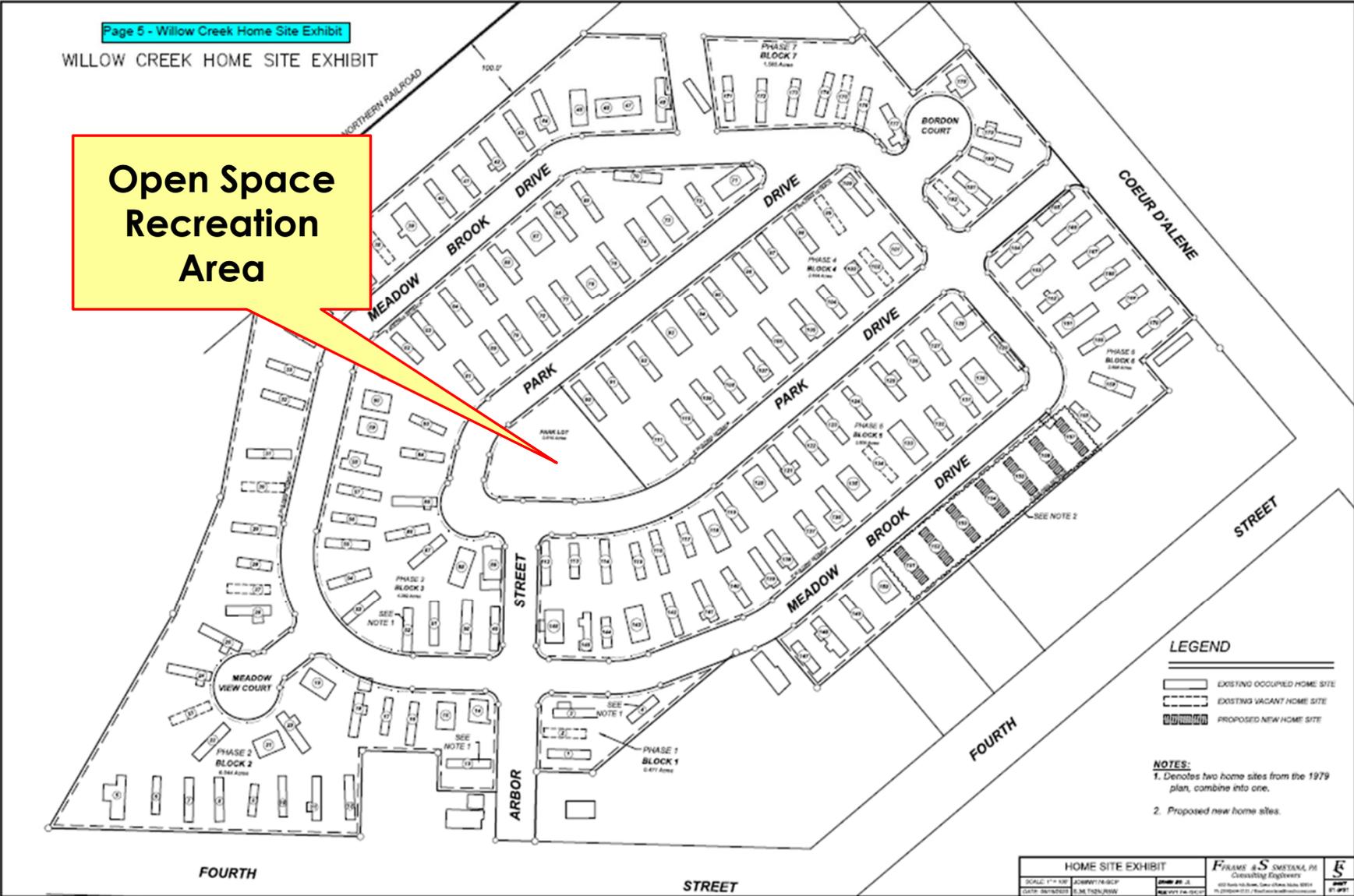
Willow Creek Flood Plain & Floodway

1. Based on Interpretation of FEMA regulations, the City historically was prohibiting replacement of Homes in Floodway
2. Careful Engineering Research of:
 - a. Existing Conditions at Rathdrum Creek
 - i. Existing Earth Dike
 - ii. Base Flood Elevation relative to Ground Level in Park
 1. Flood waters at BFE would be 1'-2' deep.
 - b. "FEMA Publication P-85 Protecting Manufactured Homes from Floods & Other Hazards 11-2019" ("P-85").
 - i. Show that home can be set in Flood way or Flood plain if set 36" above the Based Flood Elevation (BFE)
 - ii. Property Tie Downs, foundations & waterproof utilities
3. Maureen O'Shea, NFIP State Coordinator, Idaho Dept. of Water Resources, confirmed our findings.

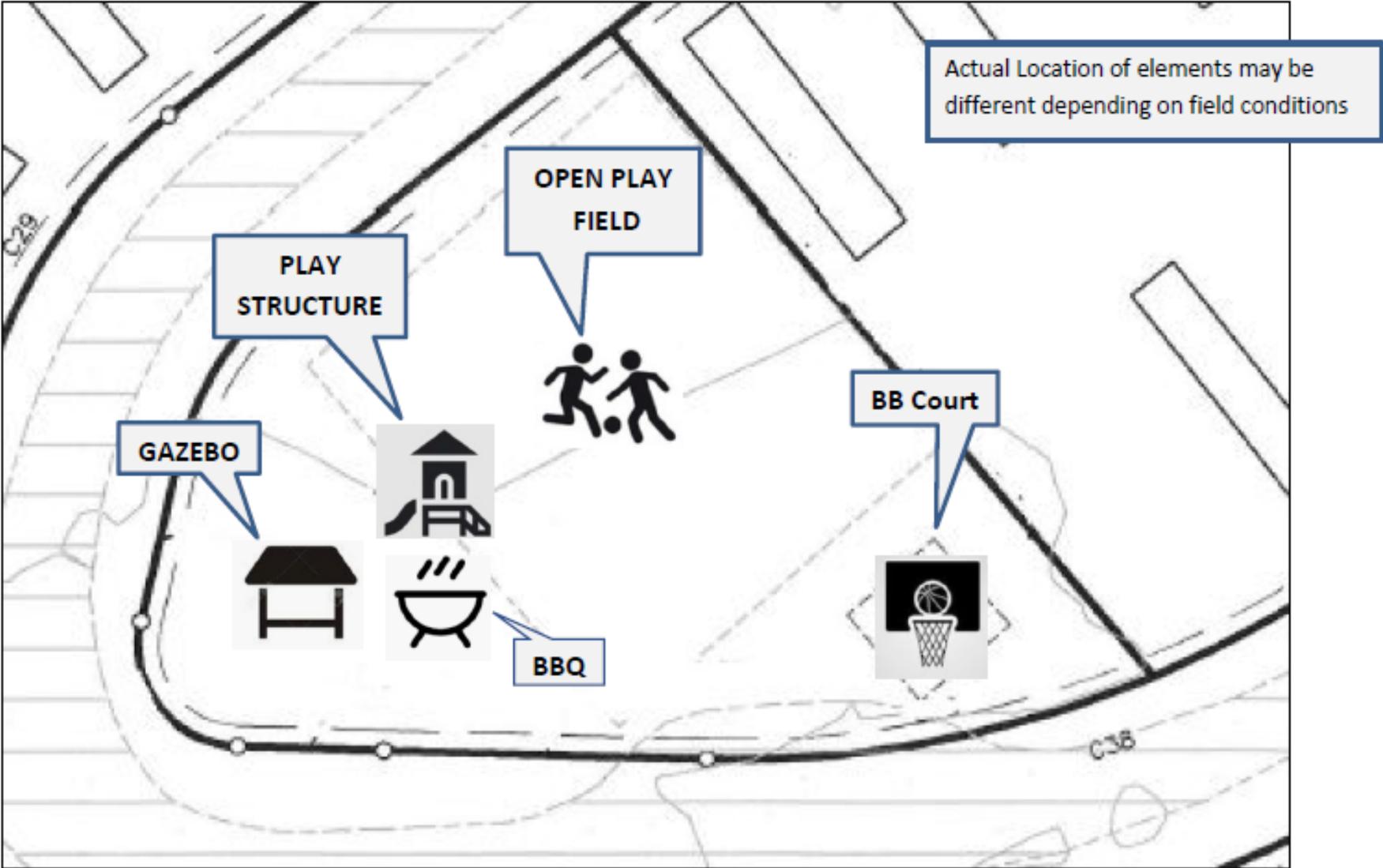
Willow Creek - Improved Community Management – a Public Benefit

1. The City & stakeholders concerns
 - a. Parking - Manner & number vehicles,
 - i. Campers, Trailers and Boats
 - ii. Manner of parking – snow clearing
 - b. Debris in yards & accessory structures
 - c. Home appearance and
 - d. Unpermitted structures.
2. Hire Competent Local Management & Strong Oversight by Applicant.
3. On-Site Manager. Hopefully to live on-site.
4. Enforce Rules. Only as good as the willingness of the Community Manager to monitor and enforce them for the benefit of all residents.
5. The Model Rules & Regulations.

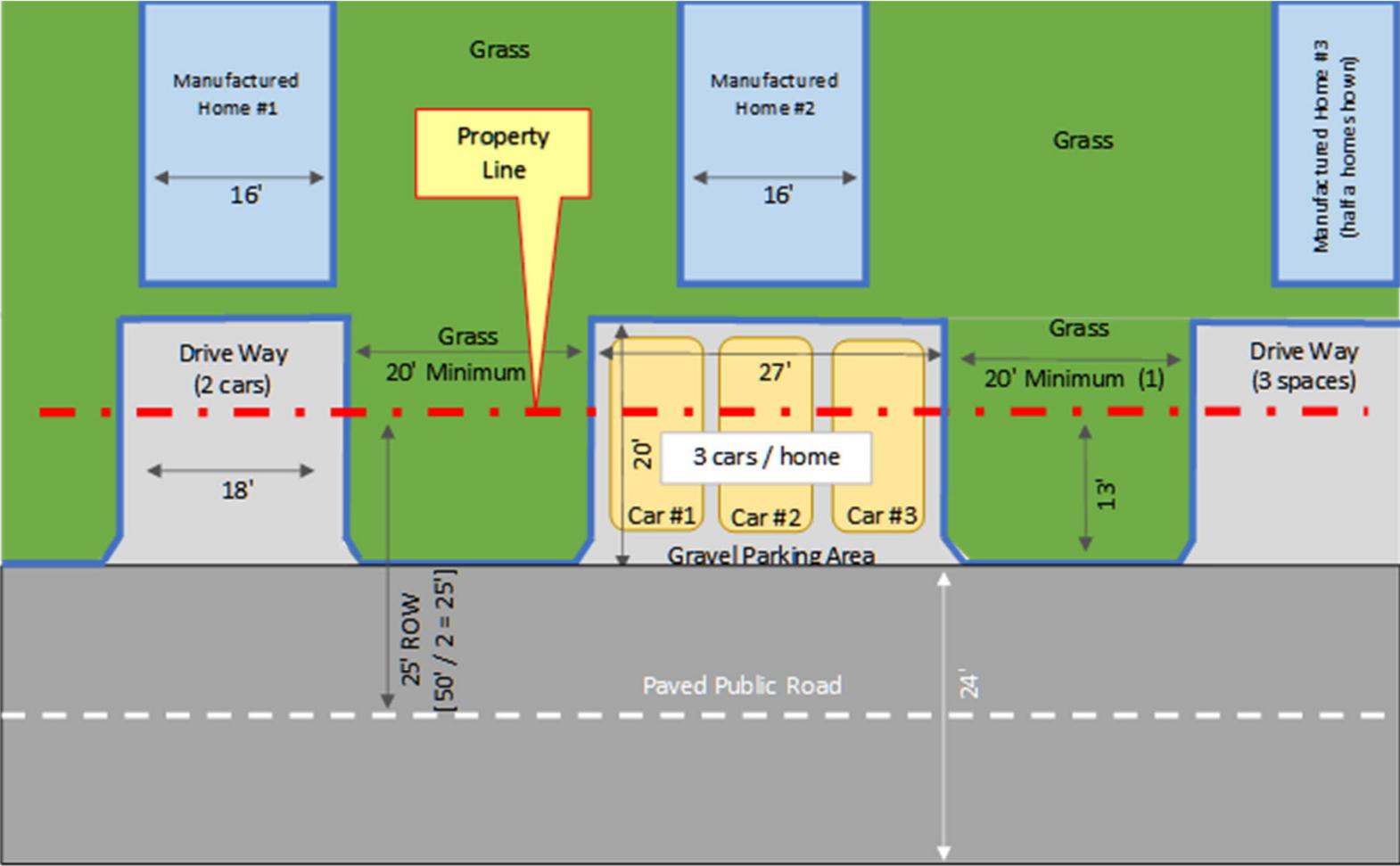
Willow Creek Improvement Plan – Open Recreation Area



Willow Creek Improvement Plan – Open Recreation Area



Willow Creek Improvement Plan – Parking Schematic



Two & Three Car Parking Schematic Willow Creek MHC - 05/06/20

Scale is proportional and approximate

(1) 20' minimum dimension assumes 50' Home Site. This measurement may be less for smaller or irregular Home Sites

Willow Creek - Other Physical Improvements - *Public Benefit*

1. Six-foot white vinyl privacy fence on CDA St., N of Park Loop Dr.
2. Plant trees in newly created yards area between driveways on CDA St. South of Park Dr.
3. Remove carport on S Corner of CDA & Park Loop
4. Install improved directional signage within the Community for improved way finding & life safety.
5. Install new entry signage.
6. Mailboxes will be upgraded or replaced.
7. “Paint Program” - work with residents to paint and otherwise improve the exterior of the tenant owned homes.
 - a. Free or low-cost paint for use by the residents.
8. Demolish the concrete “eye sore” Imhoff Tank at vacant area in connection with 7 new homes sites.

Thank You!

We look forward to making a positive impact
at Willow Creek and in the City of Rathdrum



Reference Slide – Lot Count

TABLE 1 - Summary of Existing Home Sites, 1979 Plan & 1981 Plat			
	Existing Home Sites & 1979 Plan	1981 Plat Lots	Difference
Total Existing Home Sites & Home Sites Illustrated on 1979 Plan & # of Lots on 1981 Plat	185	140	45
Less 5 Individually Owned Lots	-5	-5	0
Willow Creek MHC Home Sites Owned By Seller	180	135	45
Consolidate Small Existing Home Sites into adjacent Home Sites due to smaller size or irregular geometry ⁽¹⁾	-3	0	-3
Home Sites Owned By Seller per '79 Survey ⁽²⁾	177	135	42
New Homes Sites at Septic Area ⁽³⁾	5	0	5
Number of Home Sites in PUD Application = 177 Existing Home Sites + 5 New Home Sites ⁽³⁾	182	135	47

Reference Slide – Police Statistics

Police Calls Normalized for Number of Households

- **2.2** calls per household/year at Willow Creek
- **1.8** call per household/year at Neighborhood to he south

Willow Creek vs. Neighborhood to the South Police Calls in 2019 - Normalized for Number of Households			
Neighborhood	# of Police Calls	# of Households	Calls per Household/ year
Willow Creek	355	165	2.2
Neighborhood S. of Willow Creek	109	62	1.8