CITY OF RATHDRUM
REGULAR COUNCIL MEETING AGENDA

Wednesday August 12, 2026 – 5:30 PM ♦ City Hall – 8047 W. Main Street ♦ Rathdrum, ID

1.) CALL TO ORDER

2.) PLEDGE OF ALLEGIANCE

3.) ROLL CALL

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

5.) ACTION ITEM: CONSENT CALENDAR APPROVAL

A) Regular Council Minutes of July 22, 2026
B) Regular and Special Bills as presented
C) Acceptance of Infrastructure and Utility Easement for the Westwood Apartments

6.)VISITORS COMMENTS – An opportunity to address concerns (No formal action allowed – 3-minute time limit per issue); issues may be placed on a subsequent agenda. No public comments may be made on land use items (Land use items include any item relating to a specific land use application or process that is governed by state code).

7.) OLD BUSINESS

A) ACTION ITEM: Consideration of adoption of findings of imminent peril related to water system pressure concerns for an emergency moratorium ordinance

8.) NEW BUSINESS

A) ACTION ITEM: Consideration of a resolution acknowledging preliminary water concerns and directing staff
B)ACTION ITEM: Consideration of authorizing the Mayor to execute contract Amendment No. 2 with J-U-B Engineers, Inc for the Water System Master Plan Update
C) ACTION ITEM: Consideration of adopting an ordinance adding new code to Title 11: Adequate Public Facilities
D) ACTION ITEM: Consideration of adopting an ordinance updating Rathdrum City Code Section 2-1-2 to match current Idaho Code
E) ACTION ITEM: Consideration of authorizing the Mayor to execute a Property Donation and

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

Water Infrastructure Agreement

F) **ACTION ITEM (LAND USE):** Reconsideration for the land donation condition on the Bunchgrass Rezone (Zoning Map Amendment)

G) **ACTION ITEM:** Consideration of authorizing the Mayor to execute the SRO agreement with Lakeland School District for the 2026-27 school year

H) **ACTION ITEM:** Consideration of a resolution selecting Freeform as the furniture company to provide and install furniture for the new City Hall project

I) **ACTION ITEM:** Consideration of transfer of funds to Street Improvements

J) **ACTION ITEM:** Consideration of Award of Contract with Liberty Landworks for Tombstone Street Improvements

K) **ACTION ITEM:** Election of Council President

9.) STAFF REPORTS:

A) City Administrator
- i. City Hall Update
- ii. General City Updates

B) Park and Recreation Reporting
- i. Recreation Activities
- ii. Parks/Cemetery

Upcoming events and Programs

C) Police Reporting
- i. Police Department Activities
- ii. Calls for Service

D) Public Works/Engineering Reporting
- i. Current City, Commercial and Residential Projects
- ii. Public Works Staff Activities

10.) VISITOR COMMENTS – An opportunity to address concerns (No formal action allowed – 3-minute time limit per issue); issues may be placed on a subsequent agenda. No public comments may be made on land use items (Land use items include any item relating to a specific land use application or process that is governed by state code).

11.) APPOINTMENTS AND NOMINATIONS

A) **ACTION ITEM:** Removal of appointment of Greg Metzgar from the Planning and Zoning Commission

12.) COUNCIL ANNOUNCEMENTS – This section of the agenda is provided to allow the City Councilors to make announcements and general comments relevant to City business and to request that items be added to future agendas for discussion. No final action or in-depth discussion of issues will occur.

13.) ADJOURN

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

CITY OF RATHDRUM
REGULAR COUNCIL MEETING MINUTES
Wednesday July 22, 2026 – 5:30 PM ♦ City Hall – 8047 W. Main Street ♦ Rathdrum, ID

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1. CALL TO ORDER

Meeting Called to Order at 5:31 pm

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

PRESENT: Mayor Hodgkins, Councilor Owens, Councilor Sanders and Councilor Fuller
ABSENT: None
STAFF: City Administrator Duce, City Attorney Smith, City Clerk Morrell, City Treasurer Meyer, City Engineer Jump and Police Chief Haley

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.

None

5. ACTION ITEM: CONSENT CALENDAR APPROVAL
A) Regular Council Meeting Minutes of July 08, 2026
B) Budget Workshop Minutes of June 29, 2026
C) Budget Workshop Minutes of July 06, 2026
D) Budget Workshop Minutes of July 09, 2026
E) Budget Workshop Minutes of July 13, 2026
F) Budget Workshop Minutes of July 16, 2026
G) Regular and Special Bills as presented

Mayor Hodgkins presented the consent calendar.

Councilor Sanders made a motion to approve the consent calendar as presented. Motion seconded by Councilor Owens.

AYES: Councilor Sanders
Councilor Owens
Councilor Fuller
NAYES: None
ABSENT: None

Motion Passes

6. **VISITORS COMMENTS – An opportunity to address concerns (No formal action allowed – 3-minute time limit per issue); issues may be placed on a subsequent agenda. No public comments may be made on land use items (Land use items include any item relating to a specific land use application or process that is governed by state code).**

Susan Cooley – Parking on grassy area (City Right-of-Way) at Majestic Park
Rick Pine – Water issues in Brookshire

7. **CEREMONIES AND REPORTS**
A) Oath of Office for Matthew Suhr

Matthew Suhr took the Oath of Office for City Council Seat # 3

8. **OLD BUSINESS**
A) **ACTION ITEM:** Consideration of adoption of findings of imminent peril related to water system pressure concerns for an emergency moratorium ordinance.

City Administrator Duce presented the consideration of adoption of findings of imminent peril related to water system pressure concerns for an emergency moratorium ordinance that was tabled at the March 11, 2026, meeting.

The Council and staff discussed current water pressure concerns. While there are issues in certain isolated areas, staff explained that the current information does not appear to meet the legal standard required to support a development moratorium. Under Idaho Code, a moratorium must be supported by a finding of "imminent peril." Courts have interpreted this to mean a measurable, objective, significant, and ongoing deficiency that threatens public health, safety, or welfare. The Council would also need evidence showing a reasonable connection between new development and the worsening of the issue, along with a mitigation plan and available funding. A moratorium cannot be based only on theoretical or worst-case scenarios if those concerns are not supported by current measurable evidence.

At a previous meeting, the City's consultant, J-U-B Engineers, presented an update on the City's water master plan, which is expected to be completed in September. J-U-B identified

certain concerns that should be prioritized for future improvements. However, the consultant is still analyzing the data and has not yet completed an engineered study that could be used to support a development moratorium.

City Engineer Jump provided additional information on the status of the City's water system. He stated that he does not believe there is currently engineered data showing imminent peril in the system. He explained that even on the hottest day of the year, the city was meeting water demands. He also noted that the city has not yet tried less restrictive alternatives, such as water conservation measures, public education, or enforcement. His recommendation was to wait until the water master plan is completed and then use that information to determine the best path forward for improving the water system. Potential next steps may include optimizing the wells, educating the public about water conservation, and planning and funding future storage and infrastructure improvements.

Staff also noted that the City has already taken steps this year to improve the water system and is actively working to address concerns in the specific areas where issues have been measured.

The council continued a significant discussion, including consideration of potential fire protection concerns and the property rights that would be affected by a moratorium.

Councilor Sanders made a motion to not approve the consideration of the adoption of findings of imminent peril related to the water system pressure concerns for an emergency moratorium ordinance. But let it be stated that after we get our water study and we do see issues, then we will need to do something about this issue.

Due to lack of a second on the motion, the motion dies.

Councilor Owens made a motion to table this item until the water study is complete and invite J-U-B Engineers back so the council can ask more question if needed. Motion seconded by Councilor Sanders.

AYES: Councilor Owens
Councilor Sanders
NAYES: Councilor Fuller
Councilor Suhr
ABSENT: None

Motion ends in a tie, requiring Mayor to break the tie.

Mayor Hodgkins voted Naye

Motion Failed

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Councilor Owens made a motion to table this item until the next scheduled meeting on August 12, 2026, and have J-U-B Engineers and the Northern Lakes Fire Department come back so the council can ask additional questions and discussion to determine whether there is sufficient evidence to support a moratorium. Motion seconded by Councilor Sanders.

AYES: Councilor Owens
Councilor Sanders
Councilor Suhr
NAYES: Councilor Fuller
ABSENT: None

Motion Passes

9. NEW BUSINESS

A) ACTION ITEM: Consideration of Adopting the Tentative Budget for FY2026-27

City Treasurer Meyer presented the Tentative Budget for FY2026-27 for publication based on direction from the council during budget workshops. The tentative budget represents the ceiling of expenditures the city could approve. City Treasurer Meyer stated the budget process began in March with department meetings; proposed budget submitted to council in June and July.

She stated the public hearing is scheduled for August 26, 2026; L-2 submission to the county due September 3, 2026. She stated best practices include building reserves, distinguishing recurring vs non-recurring revenue, conservative accounting and maintain a long-term financial perspective. We want to maintain the level of service for years to come. The city is experiencing an excessive amount of inflationary cost such as liability insurance (ICRMP), employee medical premiums and utilities are the three main increases.

City Administrator Duce stated we are also seeing a reduction in state revenue from the state which is based off the cuts that were done in this last fiscal year because they projected a deficit in the state. Historically we have seen a 4% increase in sales tax revenue, a projected inflationary increase of revenue would have been $48,000, but we are not getting any, state liquor funds has a 2% decrease which is about a $5,000 decrease and our Highway revenue (the portion that comes from sales tax) last year we received $45,000 from that fund this year the state has said don't expect to get any amount, if you do, then use it from fund balance in the next fiscal year because we don't think you are going to get it. So, not only do we have inflationary expenses that are going up, but we are also having a decline of revenues within our funds, so we become extremely dependent on the property tax. It used to be that the property tax revenues were slightly more than 50% of the revenue that we received in the city. We have not asked for full tax increases since 2010, we have been extremely conservative, but our conservative nature has also become a problem when you experience extremely high inflationary cost increases, and it did not help us in that factor. The tentative budget presented here is the highest level, we will publish it if approved by the council and on the second

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meeting in August we will have a public hearing. At that time the council and staff have presented options to either reduce that or keep it the same. In which we would present those options to the public and the council, and the council would have the ability to decide which options they want to keep, which options they do not want to keep and therefore adopt the final budget for the city in a month's time.

Councilor Sanders made a motion to adopt the tentative budget for FY2026-27. Motion seconded by Councilor Owens.

AYES: Councilor Sanders
Councilor Owens
Councilor Suhr
Councilor Fuller
NAYES: None
ABSENT: None

Motion passes

B) **ACTION ITEM:** Authorization to Utilize Identified Budgetary Savings to Purchase Unmarked Vehicle

Police Chief Haley presented a request for the council to approve the authorization to Utilize Identified Budgetary Savings to Purchase an Unmarked Vehicle. The saving stem from open positions that had not been filled. He stated the projected savings was approximately $175,000 (salary and benefits) and about $50,000 has already been used to cover increased worker's comp insurance.

Councilor Sanders made a motion to approve the Authorization to Utilize Identified Budgetary Savings to Purchase Unmarked Vehicle. Motion seconded by Councilor Owens.

AYES: Councilor Sanders
Councilor Owens
Councilor Suhr
Councilor Fuller
NAYES: None
ABSENT: None

Motion Passes

C) **ACTION ITEM (LAND USE):** Consideration of the Request for Reconsideration for the land donation condition on the Bunchgrass Rezone (Zoning Map Amendment)

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City Administrator Duce presented the Reconsideration for the land donation condition on the Bunchgrass Rezone (Zoning Map Amendment). City Administrator Duce stated that he did not know why the family decided to pull the donation of the land and he would like to meet with the family to figure out why and if there is anything that can be resolved to fix and maintain the donation of this land. City Administrator Duce stated this request is for reconsideration of the land donation. This request will grant the applicant the ability to be heard and submit that and it would be placed on the August 12th meeting where the applicant doesn't get to present but submit documentation of why they think it should be reconsidered and at that time the council could make a decision of whether or not to grant the request. He stated that City Attorney Smith had provided the council with a memo about this and it is up to the council to make the determination whether to hear the applicant at the next council meeting.

Council asked some clarifying questions about the request and how it affects the rezone itself, since the donation of land was part of negotiation for the rezone, stating the landowner had agreed to it and the city had agreed to it, it was passed by the council and then they applied to have it reconsidered to remove that condition.

City Attorney Smith stated this is a procedural step under Idaho Code; the applicant must request reconsideration before pursuing judicial review through the court system. She stated the action tonight the council will decide if the applicant presented a request that states a specific deficiency that warrants further review. Mayor Hodgkins asked what was the deficiency they presented to ask for reconsideration and City Attorney Smith (paraphrasing from their memo) said they are stating that because they are no longer voluntarily agreeing to donate this land, there is no legal basis for the city to require it at this time because it is not proportional to the impacts that the zone change has on the city's water system, their actual request is included in the packet. City Attorney Smith stated if the council decides to go to the next step of reconsideration, you would be reconsidering the condition only, because that is all they are requesting. She stated the rezone is granted, and now the reconsideration which they have set the boundaries on, whether the condition remains, is modified or goes away, but not whether the rezone remains or goes away.

Councilor Sanders made a motion to approve the Request for Reconsideration for the land donation condition on the Bunchgrass Rezone (Zoning Map Amendment). Motion seconded by Councilor Owens.

AYES: Councilor Sanders
Councilor Owens
Councilor Suhr
NAYES: Councilor Fuller
ABSENT: None

Motion Passes

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D) DISCUSSION ITEM: Discussion of Rathdrum City Code Title 11: Adequate Public Facilities, Rathdrum City Code Title 12: Subdivisions, and Rathdrum City Code Title 15: Zoning and Permitted Uses

City Attorney Smith presented the proposed code updates for discussion. The Council has workshopped these code updates several times this year, the updates also went through a public hearing before the Planning and Zoning Commission, and the recommended approval. The council directed staff to move forward with placing the proposed updates to Title 11 on the next meeting (August 6, 2026) agenda as an action item for consideration of adoption. City Attorney Smith stated that Title 11 is a new code that requires developers to prove their project's impact on city infrastructure (traffic, water and sewer) and mitigate it, there is an exemption noted for small commercial developments which are defined as generating equal to or less than 75 trips per day under the IT trip generation manual to avoid burdening small businesses. The council decided to have an optional workshop to discuss Title 12 and Title 15 along with the future land use map.

10.) STAFF REPORTS:

A) Finance Reports

- Monthly Financials
- 3rd Quarter Reporting

City Treasurer Meyer gave reports on the city finances, reports are in the packet.

11.) VISITOR COMMENTS – An opportunity to address concerns (No formal action allowed – 3-minute time limit per issue); issues may be placed on a subsequent agenda. No public comments may be made on land use items (Land use items include any item relating to a specific land use application or process that is governed by state code).

Rick Pine – Water issues and water pressure issues

12.) COUNCIL ANNOUNCEMENTS – This section of the agenda is provided to allow the City Councilors to make announcements and general comments relevant to City business and to request that items be added to future agendas for discussion. No final action or in-depth discussion of issues will occur.

13.) ADJOURN

Meeting Adjourned at 7:58 pm.

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John Hodgkins, Mayor

Attest:

_____

Lorrann Morrell, City Clerk

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

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount
Fund: 10 GENERAL F				
Department: 000				
10-000-217.500	HEALTH INSURANCE PAYABL	III-A	MONTHLY ENROLLMENT	884.00
10-000-217.700	MISC PAYROLL DEDUCT PAY/	LEGALSHIELD	MEMBERSHIP	74.80
10-000-217.900	NCPERS LIFE INS. PAYABLE	NCPERS GROUP LIFE INS, C/(	MONTHLY PREMIUM	336.00
10-000-218.100	LONG TERM DISABILITY	MUTUAL OF OMAHA	MONTHLY PREMIUM	1,103.02
10-000-218.200	AFLAC/PRINCIPAL PAYABLE	AFLAC	MONTHLY PREMIUM #G1085	1,081.80
10-000-218.350	COLONIAL PAYABLE	COLONIAL LIFE	MONTHLY PREMIUM	92.16
Total Department 0				3,571.78
Department: 411 LE				
10-411-426.000	OFFICE SUPPLIES	AWARDS ETC	NAME PLATES & TAGS/SUHR	57.00
Total Department 4				57.00
Department: 414 CI				
10-414-421.000	TRAVEL & MEETINGS	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	78.05
10-414-422.000	DUES/SUBSCRIPTIONS/MEM	AMAZON CAPITAL SERVICES	MEMBERSHIP	349.00
10-414-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	SCREEN EXTENDER	219.99
10-414-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	ZIP FIZZ	14.38
10-414-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	CABLE ORGANIZER	20.99
10-414-426.000	OFFICE SUPPLIES	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	1,013.60
10-414-440.000	FUEL	WEX BANK	FUEL	97.06
10-414-441.100	VEHICLE REPAIR & MAINTEN/	O'REILLY AUTO PARTS	SENSOR ASY A01	41.72
10-414-441.100	VEHICLE REPAIR & MAINTEN/	O'REILLY AUTO PARTS	COMPRESSOR & CORE RETURN	(288.33)
10-414-441.100	VEHICLE REPAIR & MAINTEN/	MIKE WHITE FORD OF COEUF	REMOTE CONTROL SYSTEM	260.95
10-414-441.100	VEHICLE REPAIR & MAINTEN/	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	44.00
Total Department 4				1,851.41
Department: 415 FI				
10-415-421.000	TRAVEL & MEETINGS	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	200.00
10-415-424.100	SAFETY/PPE	SERIGHT'S ACE HARDWARE :	RESPIRATOR	11.69
10-415-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	LAPTOP SCREEN EXTENDER	219.99
10-415-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	15.81
10-415-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	SOAP, TP, PENS,	18.66
10-415-426.300	LEASES / DEBT SERVICE	GREAT AMERICA FINANCIAL :	COPIERS	143.35
10-415-428.500	UTILITIES - CITY HALL	KOOTENAI COUNTY SOLID W	DUMPSTER 2YDS CH	8.21
10-415-428.500	UTILITIES - CITY HALL	T-MOBILE	HOT SPOTS	5.00
10-415-428.500	UTILITIES - CITY HALL	TDS	PHONES & INTERNET	142.82
10-415-428.500	UTILITIES - CITY HALL	T-MOBILE	CELL PHONES	38.76
10-415-428.500	UTILITIES - CITY HALL	AVISTA UTILITIES	8047 MAIN ST	64.92
10-415-433.200	LEGAL PUBLICATION	COEUR D'ALENE PRESS, INC.	BUNCHGRASS REZONE	0.00
10-415-433.200	PUBLICATION	COEUR D'ALENE PRESS, INC.	Q FINANCE REPORT	122.18
10-415-434.500	SITE MAINT - CITY HALL	APOLLO MECHANICAL CONT	HVAC MAINT	49.67
10-415-434.500	BUILDING MAINTENANCE CI	VANGUARD CLEANING SYSTI	CLEANING	56.66
10-415-458.000	OPERATING & SPECIAL DEPT	WESTERN RECORDS DESTRU	SHREDDING	18.33
10-415-470.000	GRANT EXPENSE - REIMBURS	EAGLE MFG., INC.	FLOWER BOXES MAIN ST	3,700.00
10-415-470.000	GRANT EXPENSE - REIMBURS	PRECISION POWDER & BLAS'	COATING FLOWER BOXES MAIN ST	2,792.00
10-415-470.000	GRANT EXPENSE - REIMBURS	SERIGHT'S ACE HARDWARE :	GARDEN SOIL MAIN ST	81.96
10-415-470.000	GRANT EXPENSE - REIMBURS	SERIGHT'S ACE HARDWARE :	FLOWERS MAIN ST	5.74
10-415-470.000	GRANT EXPENSE - REIMBURS	COOPER FABRICATION, INC	LIGHT POLE	18,392.99
10-415-470.000	GRANT EXPENSE - REIMBURS	LARIVIERE	MAIN ST 5/26-7/15	52,291.13
Total Department 4				78,379.87
Department: 416 LE				
10-416-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	SCREEN EXTENDER	219.99
Total Department 4				219.99
Department: 417 HU				
10-417-411.000	EMP WELLNESS	AMAZON CAPITAL SERVICES	DUMBBELL RACK	219.98

10-417-411.000	EMPLOYEE WELLNESS	WELLABLE LLC	EMPLOYEE WELLNESS	214.02
10-417-411.000	EMP WELLNESS	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	2,820.10
Total Department 4				3,254.10

Department: 421 LA

10-421-411.200	MEDICAL/PSYCH/POLY/DRU	NORTHWEST SPECIALITY HO	TESTING	30.00
10-421-411.200	MEDICAL/PSYCH/POLY/DRU	NORTHWEST SPECIALITY HO	COLL/BAIN EXAM&HEARI/SHUKAIT	155.00
10-421-411.200	MEDICAL/PSYCH/POLY/DRU	GUARDIAN ALLIANCE TECHN	BACKGROUND CHECKS FOR APPLICANTS	50.00
10-421-420.000	CONTINUING EDUCATION	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	700.00
10-421-421.000	TRAVEL & MEETINGS	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	383.80
10-421-421.000	TRAVEL & MEETINGS	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	103.10
10-421-422.000	DUES/SUBSCRIPTIONS/MEM	LEOWEBPROTECT.COM	WEB PROTECTION	31.10
10-421-424.200	BODY ARMOR	ANGEL ARMOR, LLC	CARRIERS	17,085.20
10-421-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	D BATTERIES	15.67
10-421-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	PENS & STAMP	26.34
10-421-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	PENS & NOTEBOOKS	34.38
10-421-426.000	OFFICE SUPPLIES	WESTERN RECORDS DESTRU	SHREDDING	55.00
10-421-426.000	OFFICE SUPPLIES	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	131.01
10-421-426.000	OFFICE SUPPLIES	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	830.54
10-421-426.300	LEASES / DEBT SERVICE	GREAT AMERICA FINANCIAL	COPIERS	430.05
10-421-428.501	UTILITIES PD	KOOTENAI COUNTY SOLID W	DUMPSTER 2 YDS PD	77.00
10-421-428.501	TELEPHONE & COMMUNICAT	T-MOBILE	HOT SPOTS	660.60
10-421-428.501	UTILITIES - POLICE DEPT	TDS	PHONES	679.45
10-421-428.501	UTILITIES - POLICE DEPT	TDS	INTERNET	220.02
10-421-428.501	TELEPHONE & COMMUNICAT	T-MOBILE	CELL PHONES	743.75
10-421-428.501	UTILITIES - POLICE DEPT	AVISTA UTILITIES	8178 MAIN ST	528.27
10-421-428.501	UTILITIES - POLICE DEPT	AVISTA UTILITIES	MAIN ST GARG	24.95
10-421-428.501	UTILITIES - POLICE DEPT	AVISTA UTILITIES	BOEKEL & MEYER CAMERA	21.82
10-421-432.500	LEXIPOL & ILETS CONTRACTS	IDAHO STATE POLICE	ILETS 7/26 - 9/26	2,293.75
10-421-434.501	SITE MAINT - POLICE DEPT	SERIGHT'S ACE HARDWARE :	EPOXY	8.99
10-421-434.501	SITE MAINT - POLICE DEPT	SERIGHT'S ACE HARDWARE :	BRACE & MISC HDWE	4.83
10-421-434.501	BUILDING MAINTENANCE	VANGUARD CLEANING SYSTI	CLEANING	215.00
10-421-440.000	FUEL	WEX BANK	FUEL	5,831.54
10-421-441.100	VEHICLE REPAIR & MAINTEN	PRAIRIE AUTOMOTIVE	COOLANT RPD4006	69.02
10-421-441.100	VEHICLE REPAIR & MAINTEN	PRAIRIE AUTOMOTIVE	LOF FLUIDS & SUPPLIES RPD25	365.64
10-421-441.100	VEHICLE REPAIR & MAINTEN	PRAIRIE AUTOMOTIVE	FRON T& REAR BRAKES & ROTORS RPD10	821.75
10-421-441.100	VEHICLE REPAIR & MAINTEN	PRAIRIE AUTOMOTIVE	LOF, ROTATE, OIL, SEATBELT RPD06	1,141.00
10-421-442.000	EQUIPMENT REPAIR & MAINT	PRAIRIE AUTOMOTIVE	RADIO	250.00
10-421-442.000	EQUIPMENT REPAIR & MAINT	SERIGHT'S ACE HARDWARE :	SAW BLD, SPRYPNT, HDWE	19.20
10-421-443.000	EQUIPMENT PURCHASE LES	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	372.00
10-421-443.100	EQUIPMENT PURCHASE GRE	CW UPFITTERS	INSTALLATION #31	5,815.95
10-421-443.100	EQUIPMENT PURCHASE GRE	CW UPFITTERS	VEHICLE INSTALL	12,125.95
10-421-450.100	INVESTIGATIONS	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	71.81
10-421-450.200	EVIDENCE	MEDTECH FORENSICS, INC	EVIDENCE SUPPLIES	290.14
10-421-450.200	EVIDENCE	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	22.09
10-421-458.000	OPERATING & SPECIAL DEPT	SUPER ONE FOODS	ROLLS & DELI TRAY	46.54
10-421-458.000	OPERATING & SPECIAL DEPT	SUPER ONE FOODS	WATER	6.38
10-421-458.000	OPERATING & SPECIAL DEPT	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	175.71
10-421-460.109	HOLIDAYS & HEROES EXPEN	AMAZON CAPITAL SERVICES	NINTENDO SWITCH SCREEN PROTECTOR	6.47
10-421-460.109	HOLIDAYS & HEROES EXPEN	AMAZON CAPITAL SERVICES	NINTENDO SWITCH & CASE	581.39
10-421-460.109	HOLIDAYS & HEROES EXPEN	AMAZON CAPITAL SERVICES	MARIO CART WORLD	79.00
Total Department 4				53,631.20

Department: 424 PL

10-424-232.000	P&Z DEPOSITS	COEUR D'ALENE PRESS, INC.	BUNCHGRASS REZONE	91.16
10-424-426.000	OFFICE SUPPLIES	SUPER ONE FOODS	LIQUID IV, BOWLS, ADVIL & TYLENOL	30.53
10-424-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	COCOA, COFFEE & OFFICE SUPPLIES	77.18
10-424-426.300	LEASES / DEBT SERVICES HP	GREAT AMERICA FINANCIAL	COPIERS	143.35
10-424-428.500	UTILITIES - CITY HALL	KOOTENAI COUNTY SOLID W	DUMPSTER 2YDS CH	12.32
10-424-428.500	UTILITIES - CITY HALL	T-MOBILE	HOT SPOTS	0.00
10-424-428.500	UTILITIES - CITY HALL	TDS	PHONES & INTERNET	146.40
10-424-428.500	UTILITIES - CITY HALL	T-MOBILE	CELL PHONES	81.48
10-424-428.500	UTILITIES - CITY HALL	AVISTA UTILITIES	8047 MAIN ST	97.38
10-424-434.500	SITE MAINT - CITY HALL	APOLLO MECHANICAL CONTI	HVAC MAINT	74.50
10-424-434.500	BUILDING MAINTENANCE	VANGUARD CLEANING SYSTI	CLEANING	85.00
10-424-440.000	FUEL	WEX BANK	FUEL	112.41

Total Department 4				**951.71**
Department: 425 EN				
10-425-424.000	UNIFORMS	SUB TERRA LLC	SHIRTS/HATS-VALENZUELA	196.52
10-425-426.000	OFFICE SUPPLIES	SUPER ONE FOODS	LIQUID IV, BOWLS, ADVIL & TYLENOL	30.55
10-425-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	POP TARTS, ZIPFIZZ, CELCIUS, CRYSTAL LI	81.15
10-425-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	COCOA, COFFEE & OFFICE SUPPLIES	77.18
10-425-426.300	LEASES / DEBT SERVICES HP	GREAT AMERICA FINANCIAL S	COPIERS	143.35
10-425-428.500	UTILITIES - CITY HALL	KOOTENAI COUNTY SOLID W	DUMPSTER 2YDS CH	12.32
10-425-428.500	UTILITIES - CITY HALL	T-MOBILE	HOT SPOTS	33.60
10-425-428.500	UTILITIES - CITY HALL	TDS	PHONES & INTERNET	146.40
10-425-428.500	UTILITIES - CITY HALL	T-MOBILE	CELL PHONES	81.52
10-425-428.500	UTILITIES - CITY HALL	AVISTA UTILITIES	8047 MAIN ST	97.38
10-425-432.000	PROFESSIONAL SERVICES	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	20.99
10-425-434.500	SITE MAINT - CITY HALL	APOLLO MECHANICAL CONTI	HVAC MAINT	74.50
10-425-434.500	BUILDING MAINTENANCE	VANGUARD CLEANING SYSTI	CLEANING	85.00
10-425-440.000	FUEL	WEX BANK	FUEL	138.76
Total Department 4				**1,219.22**
Department: 426 BU				
10-426-421.000	TRAVEL & MEETINGS	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	82.17
10-426-424.100	SAFETY/PPE	SERIGHT'S ACE HARDWARE :	SAFETY VEST	23.39
10-426-426.000	OFFICE SUPPLIES	SERIGHT'S ACE HARDWARE :	KNEE PADS	27.98
10-426-426.000	OFFICE SUPPLIES	SUPER ONE FOODS	LIQUID IV, BOWLS, ADVIL & TYLENOL	30.55
10-426-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	POP TARTS, ZIPFIZZ, CELCIUS, CRYSTAL LI	43.16
10-426-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	COCOA, COFFEE & OFFICE SUPPLIES	77.18
10-426-426.000	OFFICE SUPPLIES	SUPER ONE FOODS	WATER	16.89
10-426-426.300	LEASES / DEBT SERVICES HP	GREAT AMERICA FINANCIAL S	COPIERS	143.35
10-426-428.500	UTILITIES - CITY HALL	KOOTENAI COUNTY SOLID W	DUMPSTER 2YDS CH	12.33
10-426-428.500	UTILITIES - CITY HALL	T-MOBILE	HOT SPOTS	0.00
10-426-428.500	UTILITIES - CITY HALL	TDS	PHONES & INTERNET	175.54
10-426-428.500	UTILITIES - CITY HALL	T-MOBILE	CELL PHONES	117.16
10-426-428.500	UTILITIES - CITY HALL	AVISTA UTILITIES	8047 MAIN ST	97.38
10-426-434.500	SITE MAINT - CITY HALL	APOLLO MECHANICAL CONTI	HVAC MAINT	74.49
10-426-434.500	BUILDING MAINTENANCE	VANGUARD CLEANING SYSTI	CLEANING	85.00
10-426-440.000	FUEL	WEX BANK	FUEL	306.36
Total Department 4				**1,312.93**
Department: 431 ST				
10-431-428.503	UTILITIES - SHOP	KOOTENAI COUNTY SOLID W	DUMPSTER 6YDS	118.07
10-431-428.503	TELEPHONE & COMMUNICAT	T-MOBILE	HOT SPOTS	0.00
10-431-428.503	UTILITIES - SHOP	TDS	PHONES	161.25
10-431-428.503	UTILITIES - SHOP	TDS	PHONES & INTERNET	49.69
10-431-428.503	TELEPHONE & COMMUNICAT	T-MOBILE	CELL PHONES	122.28
10-431-428.503	UTILITIES - SHOP	AVISTA UTILITIES	BOEKEL RD HEATER & SHOP	57.59
10-431-428.503	UTILITIES - SHOP	AVISTA UTILITIES	BOEKEL RD OFC & SHOP	67.84
10-431-428.503	TELEPHONE & COMMUNICAT	AT&T MOBILITY	CELL PHONE	45.79
10-431-428.503	PW TELEPHONE & COMMUNI	VERIZON WIRELESS	TABLET & CELL PHONE	17.74
10-431-432.000	PROFESSIONAL SERVICES	AAA SWEEPING	STREET SWEEPING	784.50
10-431-432.000	PROFESSIONAL SERVICES	A DRUG FREE ALLIANCE	DOT TESTING WOODWORTH & MOYER	170.00
10-431-432.000	PROFESSIONAL SERVICES	NORTHWEST SPECIALITY HO	COLL/BAIN EXAM&HEARI/SHUKAIT	6.67
10-431-434.503	SITE MAINT - SHOP	APOLLO MECHANICAL CONTI	HVAC MAINT PW	85.97
10-431-434.503	BUILDING MAINTENANCE SH	ALSCO	LAUNDRY	56.78
10-431-434.503	SITE MAINT - SHOP	SERIGHT'S ACE HARDWARE :	ANG STEEL & CONCRETE MIX	39.58
10-431-434.503	BUILDING MAINTENANCE SH	ALSCO	LAUNDRY	56.78
10-431-434.503	BUILDING MAINTENANCE SH	ALSCO	LAUNDRY	56.78
10-431-434.503	BUILDING MAINTENANCE SH	ALSCO	LAUNDRY	56.78
10-431-434.503	SITE MAINT - SHOP	RATHDRUM TRADING POST H	BATTERY & TIMER	59.38
10-431-440.000	FUEL	WEX BANK	FUEL	656.42
10-431-441.100	VEHICLE REPAIR & MAINTEN	NAPA AUTO PARTS	MODULE #24	372.87
10-431-441.100	VEHICLE REPAIR & MAINTEN	NAPA AUTO PARTS	CORE DEPOSIT 187382 #24	(100.00)
10-431-441.100	VEHICLE REPAIR & MAINTEN	O'REILLY AUTO PARTS	FILTER #24	46.81
10-431-441.100	VEHICLE REPAIR & MAINTEN	NAPA AUTO PARTS	INJECTOR & GASKET #34	377.27
10-431-441.100	VEHICLE REPAIR & MAINTEN	NAPA AUTO PARTS	SENSOR #45 # RTU-SHOP	59.52
10-431-441.100	VEHICLE REPAIR & MAINTEN	AUTOZONE STORES, INC.	FUEL PRESSURE #24	71.54
10-431-443.000	EQUIPMENT PURCHASE LESS	AMAZON CAPITAL SERVICES	ICE MAKER	144.37

10-431-445.000	ELECTRICITY - STREET LIGHT	KOOTENAI ELECTRIC	BROOKSHIRE PHS 1	1,005.94
10-431-445.000	ELECTRICITY - STREET LIGHT	KOOTENAI ELECTRIC	CASCADE PLACE	115.47
10-431-445.000	ELECTRICITY - STREET LIGHT	KOOTENAI ELECTRIC	QUAIL RIDGE	151.00
10-431-445.000	ELECTRICITY - STREET LIGHT	KOOTENAI ELECTRIC	BROOKSHIRE 4TH ADDN	441.70
10-431-445.000	ELECTRICITY - STREET LIGHT	KOOTENAI ELECTRIC	MAJESTIC VILLAS	153.00
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	HWY 41 & NAGEL TRFC	1.58
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	2ND ST LIGHT	33.30
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	HWY 41 & NAGEL LIGHTS	39.33
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	HWY 53 & BINGHAM FLASHERS	20.20
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	HWY 53 & MILL FLASHER	20.20
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	STREET LIGHTS	11,111.38
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	BNSF TUNNEL	38.25
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	MCCARTNEY & 1ST POLE	20.20
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	HWY 41 & BOEKEL TRFC	46.38
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	HWY 53 W OF MEYER	20.20
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	4TH ST POLE	20.20
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	HWY 41 & PINES SCH XING	20.20
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	4TH ST ENTERANCE	180.87
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	HWY 53 & MEYER TRFC	61.53
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	MILL BTWN 1ST & 2ND POLE	25.27
10-431-445.000	ELECTRICITY - STREET LIGHT	AVISTA UTILITIES	MCCARTNEY & 2ND LIGHT	49.30
10-431-445.000	ELECTRICITY - STREET LIGHT	KOOTENAI ELECTRIC	PRAIRIE SKY	356.26
10-431-445.000	ELECTRICITY - STREET LIGHT	KOOTENAI ELECTRIC	NIC	49.60
10-431-445.000	ELECTRICITY - STREET LIGHT	KOOTENAI ELECTRIC	CORBIN CROSSING	765.80
10-431-445.000	ELECTRICITY - STREET LIGHT	KOOTENAI ELECTRIC	CORBIN CROSSING 4TH ADDN	405.62
10-431-445.000	ELECTRICITY - STREET LIGHT	KOOTENAI ELECTRIC	BROOKSHIRE 3RD ADDN	547.80
10-431-445.000	ELECTRICITY - STREET LIGHT	KOOTENAI ELECTRIC	TROSSICKS	700.80
10-431-445.000	ELECTRICITY - STREET LIGHT	KOOTENAI ELECTRIC	HWY 41/LANCASTER & WYOMING	273.73
10-431-445.000	ELECTRICITY - STREET LIGHT	KOOTENAI ELECTRIC	BROOKSHIRE SOUTH	463.10
10-431-446.200	STREET IMPROVEMENTS	LIBERTY LANDWORKS LLC	WASHING ST IMPROVEMENTS	8,193.77
10-431-451.100	SIGNS & SIGNALS	INTERMOUNTAIN SIGN & SAF	SIGN	375.00
10-431-458.000	OPERATING & SPECIAL DEPT	NAPA AUTO PARTS	PUMP - SHOP	35.96
10-431-458.000	OPERATING & SPECIAL DEPT	NAPA AUTO PARTS	CVIF - SHOP	74.34
10-431-458.000	OPERATING & SPECIAL DEPT	NAPA AUTO PARTS	AIR FILTER & TRAN FLUID - SHOP	99.16
10-431-458.000	OPERATING & SPECIAL DEPT	NAPA AUTO PARTS	SWITCH & OIL FILTER - SHOP	97.48
10-431-458.000	OPERATING & SPECIAL DEPT	NAPA AUTO PARTS	RELAYS - SHOP	77.88
10-431-458.000	OPERATING & SPECIAL DEPT	AUTOZONE STORES, INC.	AC MANIFOLD GAUGE - SHOP	130.00
10-431-458.000	OPERATING & SPECIAL DEPT	AUTOZONE STORES, INC.	SUB ZERO & LITTLE TREE	39.64
10-431-458.000	OPERATING & SPECIAL DEPT	BEAN TOOLS, INC	TRA200FK - SHOP	299.95
10-431-458.000	OPERATING & SPECIAL DEPT	ALSCO	LAUNDRY	56.77
10-431-458.000	OPERATING & SPECIAL DEPT	ALSCO	LAUNDRY	56.77
10-431-458.000	OPERATING & SPECIAL DEPT	ALSCO	LAUNDRY	56.77
10-431-458.000	OPERATING & SPECIAL DEPT	NORTH 40 OUTFITTERS	SPRAY	144.98
10-431-458.000	OPERATING & SPECIAL DEPT	ALSCO	LAUNDRY	56.77
10-431-458.000	OPERATING & SPECIAL DEPT	FARWEST STEEL CORPORATI	SHEET 11GA	151.58
Total Department 4				30,727.30

Department: 438 PA

10-438-421.000	TRAVEL & MEETINGS	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	305.00
10-438-424.000	UNIFORMS	SUB TERRA LLC	SHIRTS/HATS-COOK	176.60
10-438-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	COPY PAPER	78.06
10-438-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	KEYCHAINS	94.85
10-438-426.000	OFFICE SUPPLIES	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	211.89
10-438-428.401	UTILITIES - MAJESTIC	KOOTENAI ELECTRIC	MAJESTIC PK/TOWN/POLE BLDG	686.89
10-438-428.402	UTILITIES - STUB MYERS	AVISTA UTILITIES	STUB MYERS SPRINKLER/LIGHTS	27.00
10-438-428.402	UTILITIES - STUB MYERS	AVISTA UTILITIES	STUB MYERS PK CONSESSION STD	90.11
10-438-428.420	UTILITIES - CITY PARK	AVISTA UTILITIES	LATAH ST OUT SE PARK	0.17
10-438-428.420	UTILITIES - CITY PARK	AVISTA UTILITIES	LATAH ST REST PARK	56.79
10-438-428.420	UTILITIES - CITY PARK	AVISTA UTILITIES	LATAH ST PARK LIGHTS	37.82
10-438-428.421	UTILITIES - ROTH PARK	AVISTA UTILITIES	ROTH PARK IRRIGATION	20.91
10-438-428.422	UTILITIES - THAYER	AVISTA UTILITIES	WINCHESTER ST	25.25
10-438-428.441	UTILITIES - COOPER FIELD/JE	AVISTA UTILITIES	JBE PLAYFIELD	36.63
10-438-428.445	UTILITIES - THAYER PICKLEB	AVISTA UTILITIES	THAYER PICKLEBALL & DOG PK	109.17
10-438-428.502	UTILITIES	J&R ELECTRONICS	STUB PARK & MAJESTIC PARK INTERNET	162.50
10-438-428.502	UTILITIES P&R	KOOTENAI COUNTY SOLID W	DUMPSTER 2 YDS PD	0.00
10-438-428.502	TELEPHONE & COMMUNICAT	T-MOBILE	HOT SPOTS	22.00

10-438-428.502	TELEPHONE & COMMUNICAT	T-MOBILE	CELL PHONES	315.84
10-438-428.502	UTILITIES - P&R BUILDING	AVISTA UTILITIES	7851 MAIN ST	154.94
10-438-428.510	UTILITIES - RIGHT OF WAYS	AMAZON CAPITAL SERVICES	REMITTANCE CK78351	(73.35)
10-438-428.510	UTILITIES - RIGHT OF WAYS	AVISTA UTILITIES	CAL & HWY 41 SW CORNER	53.76
10-438-428.510	UTILITIES - RIGHT OF WAYS	AVISTA UTILITIES	MEYER RD READER BOARD	196.51
10-438-428.510	UTILITIES - RIGHT OF WAYS	AVISTA UTILITIES	CAL & HWY 41 NW	20.55
10-438-434.401	SITE MAINT - MAJESTIC	CINTAS CORPORATION	SUPPLIES MAJESTIC PK	44.83
10-438-434.401	SITE MAINT - MAJESTIC	SERIGHT'S ACE HARDWARE :	SHIMS MAJESTIC PK	1.61
10-438-434.401	SITE MAINT - MAJESTIC	RATHDRUM TRADING POST H	TRAPSTIKS FOR WASPS	39.56
10-438-434.401	SITE MAINT - MAJESTIC	CINTAS CORPORATION	SUPPLIES MAJESTIC PK	109.02
10-438-434.401	SITE MAINT - MAJESTIC	SERIGHT'S ACE HARDWARE :	BALLS & NIPPLES	14.92
10-438-434.401	SITE MAINT - MAJESTIC	CINTAS CORPORATION	SUPPLIES MAJESTIC PK	46.41
10-438-434.401	SITE MAINT - MAJESTIC	AMERICAN ON-SITE SERVICE	MAJESTIC PK 7/1-7/31	163.24
10-438-434.401	SITE MAINT - MAJESTIC	SERIGHT'S ACE HARDWARE :	TRAP, SPRAY & LINE	24.99
10-438-434.401	SITE MAINT - MAJESTIC	SERIGHT'S ACE HARDWARE :	MISC HDWE MAJESTIC URINAL	17.75
10-438-434.401	SITE MAINT - MAJESTIC	THE ROOTER GUY LLC	TRAP REFILL-MAJESTIC PK	16.17
10-438-434.402	SITE MAINT - STUB MYERS	NORTH IDAHO HYDROSEEDII	HYDROSEED & PREEMERGE STUB MYERS	531.70
10-438-434.402	SITE MAINT - STUB MYERS	CINTAS CORPORATION	SUPPLIES STUB MYERS PK	55.98
10-438-434.402	SITE MAINT - STUB MYERS	CINTAS CORPORATION	SUPPLIES STUB MYERS PK	69.13
10-438-434.402	SITE MAINT - STUB MYERS	CINTAS CORPORATION	SUPPLIES STUB MYERS PK	55.98
10-438-434.402	SITE MAINT - STUB MYERS	SERIGHT'S ACE HARDWARE :	TRAP, SPRAY & LINE	24.99
10-438-434.403	SITE MAINT - RATHDRUM MT	AMAZON CAPITAL SERVICES	BAT BOXES & ATTRACTANT	157.95
10-438-434.403	SITE MAINT - RATHDRUM MT	AMERICAN ON-SITE SERVICE	RATHDRUM MTN 7/1-7/31	125.00
10-438-434.420	SITE MAINT - CITY PARK	CINTAS CORPORATION	SUPPLIES CITY PK	94.06
10-438-434.420	SITE MAINT - CITY PARK	CINTAS CORPORATION	SUPPLIES CITY PARK	64.41
10-438-434.420	SITE MAINT - CITY PARK	SERIGHT'S ACE HARDWARE :	TRAP, SPRAY & LINE	24.99
10-438-434.421	SITE MAINT - ROTH	AMERICAN ON-SITE SERVICE	ROTH PK 7/1-731	100.00
10-438-434.422	SITE MAINT - THAYER	AMERICAN ON-SITE SERVICE	THAYER PK 7/1-7/31	100.00
10-438-434.441	SITE MAINT - COOPER FIELD/	AMERICAN ON-SITE SERVICE	JBE/COOPER FLD 7/1-7/31	100.00
10-438-434.443	SITE MAINT - SKATE PARK	AMERICAN ON-SITE SERVICE	SKATE PK 7/1-7/31	100.00
10-438-434.445	SITE MAINT - THAYER PICKLE	AMERICAN ON-SITE SERVICE	PICKLEBALL COURT 7/1-7/31	100.00
10-438-434.446	SITE MAINT - CEMETERY	AMERICAN ON-SITE SERVICE	CEMETERY 7/1-7/31	125.00
10-438-434.502	SITE MAINT - P&R BUILDING	APOLLO MECHANICAL CONTI	HVAC MAINT P&R	257.50
10-438-434.502	SITE MAINT - P&R BUILDING	KOOTENAI COUNTY SOLID W	CART	17.50
10-438-434.502	SITE MAINT - P&R BUILDING	CINTAS CORPORATION	SUPPLIES P&R	41.02
10-438-434.502	JANITORIAL	VANGUARD CLEANING SYSTI	CLEANING	105.00
10-438-440.000	FUEL	WEX BANK	FUEL	1,381.13
10-438-441.100	VEHICLE REPAIR & MAINTEN	NAPA AUTO PARTS	FILTERS, DRAIN PLUG #64	49.03
10-438-441.100	VEHICLE REPAIR & MAINTEN	SERIGHT'S ACE HARDWARE :	SUPPLIES	25.17
10-438-441.100	VEHICLE REPAIR & MAINTEN	O'REILLY AUTO PARTS	HINGE PIN KIT #61	18.22
10-438-442.000	EQUIPMENT REPAIR & MAINT	SERIGHT'S ACE HARDWARE :	MISC HDWE/MOWER	2.89
10-438-442.000	EQUIPMENT REPAIR & MAINT	SERIGHT'S ACE HARDWARE :	MISC HDWE / KABOTA TRACTOR	14.95
10-438-442.000	EQUIPMENT REPAIR & MAINT	COEUR D'ALENE TRACTOR, II	CABLE KUBOTA	21.97
10-438-442.000	EQUIPMENT REPAIR & MAINT	LES SCHWAB TIRES	TRAILER TIRE T3	161.97
10-438-458.000	OPERATING & SPECIAL DEPT	HOME DEPOT CREDIT SERVIC	GRINDING WHEEL	23.94
10-438-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	WASP SPRAY	16.17
10-438-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	CLEANERS & WASP SPRAY	34.61
10-438-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	FOAM WASP & HORNET	20.00
10-438-458.000	OPERATING & SPECIAL DEPT	RATHDRUM TRADING POST H	BLACK DIAMOND PREMIUM	23.39
10-438-458.000	OPERATING & SPECIAL DEPT	RATHDRUM TRADING POST H	GRIND & WRENCH	31.47
10-438-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	RECIP CARBS	29.20
10-438-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	GLOVES	17.99
Total Department 4				7,410.70

Department: 439 CE

10-439-428.446	UTILITIES - CEMETERY	AVISTA UTILITIES	CEMETERY SPRINKLER	20.84
10-439-428.446	UTILITIES - CEMETERY	AVISTA UTILITIES	CEMETERY SHED	25.36
10-439-434.446	SITE MAINT - CEMETERY	SERIGHT'S ACE HARDWARE :	BACKPACK SPRAYER - CEMETERY	89.99
Total Department 4				136.19

Department: 440 RE

10-440-351.151	YOUTH FLAG FOOTBALL	AMERICAN ON-SITE SERVICE	GARWOOD ELEM 7/1-7/20	70.95
10-440-351.151	YOUTH FLAG FOOTBALL	AMERICAN ON-SITE SERVICE	TWIN LK ELE 7/1-7/20	70.95
10-440-351.151	YOUTH FLAG FOOTBALL	AMERICAN ON-SITE SERVICE	BETTY KIEFER ELE 7/1-7/20	70.95
10-440-351.151	YOUTH FLAG FOOTBALL	AMERICAN ON-SITE SERVICE	STUB MYERS FF 7/1-7/20	145.13
10-440-352.118	RATHDRUM DAYS	SERIGHT'S ACE HARDWARE :	DUCT TAPE/RATHDRUM DAYS	16.72

10-440-352.118	RATHDRUM DAYS	ZIEGLER LUMBER COMPANY	T POSTS/RATHDRUM DAYS	35.01
10-440-352.118	RATHDRUM DAYS	AMERICAN ON-SITE SERVICE	RATHDRUM DAYS 7/17-7/20	1,460.00
10-440-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	HANDSET CORDS	16.77
10-440-426.300	LEASES	GREAT AMERICA FINANCIAL S	COPIERS	430.05
10-440-428.502	UTILITIES - P&R BUILDING	TDS	PHONES & INTERNET	362.56
10-440-440.000	FUEL	WEX BANK	FUEL	238.19
10-440-453.200	RECREATION SUPPLIES	AMAZON CAPITAL SERVICES	CORD COVERS	103.35
10-440-460.000	NEW PROGRAMS	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	103.81
10-440-460.105	CONCERT SERIES	SUPER ONE FOODS	ICE	4.56
10-440-460.114	MOVIE NIGHT SERIES	SERIGHT'S ACE HARDWARE S	LED BULB/MOVIE NIGHT	6.29
10-440-460.121	TASTE OF RATHDRUM	AMERICAN ON-SITE SERVICE	TASTE OF RATHDRUM 8/7-8/10	730.00
10-440-461.155	YOUTH BASEBALL	AMAZON CAPITAL SERVICES	BATS	150.07
10-440-461.155	YOUTH BASEBALL	SUB TERRA LLC	BASEBALL ADD ONS	20.50
Total Department 4				4,035.86
Department: 445 INI				
10-445-430.000	IT EQUIPMENT - IT	AMAZON CAPITAL SERVICES	HDMI EXTENDER #155	65.98
10-445-430.000	IT EQUIPMENT - IT	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	8.40
10-445-430.421	IT EQUIPMENT - POLICE DEPT	AMAZON CAPITAL SERVICES	BATTERY BACUPS/SURGE PROTECTORS T	871.92
10-445-430.421	IT EQUIPMENT - POLICE DEPT	DATEC, INC	DESKTOP DOCK	975.00
10-445-430.421	IT EQUIPMENT - POLICE DEPT	DATEC, INC	POWER ADAPTER	368.00
10-445-431.414	SOFTWARE - ADMIN	CDW GOVERNMENT LLC	ADOBE	2,289.74
10-445-431.415	SOFTWARE - FINANCE	CDW GOVERNMENT LLC	ADOBE	292.40
10-445-431.416	SOFTWARE - LEGAL	CDW GOVERNMENT LLC	ADOBE	146.20
10-445-431.421	SOFTWARE - POLICE DEPT	A-TEC	OWS RENEWAL	50.70
10-445-431.421	SOFTWARE/HARDWARE MAI	J&R ELECTRONICS	STUB PARK & MAJESTIC PARK INTERNET	162.50
10-445-431.421	SOFTWARE - POLICE DEPT	CDW GOVERNMENT LLC	ADOBE	1,291.07
10-445-431.421	SOFTWARE - POLICE DEPT	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	151.20
10-445-431.424	SOFTWARE - PLANNING	CDW GOVERNMENT LLC	ADOBE	1,188.73
10-445-431.425	SOFTWARE - ENGINEERING	CDW GOVERNMENT LLC	ADOBE	1,349.55
10-445-431.426	SOFTWARE - BUILDING	CDW GOVERNMENT LLC	ADOBE	190.06
10-445-431.426	SOFTWARE - BUILDING	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	8.40
10-445-431.431	SOFTWARE - STREETS	CDW GOVERNMENT LLC	ADOBE	58.48
10-445-431.438	SOFTWARE - PARKS	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	8.40
10-445-431.440	SOFTWARE - RECREATION	CDW GOVERNMENT LLC	ADOBE	2,289.74
10-445-431.600	SOFTWARE - WATER DEPT	CDW GOVERNMENT LLC	ADOBE	116.96
10-445-431.600	SOFTWARE - WATER DEPT	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	4.20
10-445-431.610	SOFTWARE - SEWER	CDW GOVERNMENT LLC	ADOBE	116.96
10-445-431.610	SOFTWARE - SEWER	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	4.20
Total Department 4				12,008.79
Total Fund 10 GENEI				198,768.05
Fund: 13 IMPACT FEI				
Department: 431 ST				
13-431-459.100	CIRCULATION EXPENSE	AVISTA UTILITIES	RELOCATION MEYER & LANCASTER	65,023.80
Total Department 4				65,023.80
Total Fund 13 IMPAC				65,023.80
Fund: 15 IMPACT FEI				
Department: 438 PA				
15-438-459.200	DESIGNATED EXPENSE - NEW	ARCHITECTS WEST, INC	CITY HALL & PAVILLION 4/1 - 4/30	6,065.00
15-438-459.200	DESIGNATED EXPENSE - NEW	ARCHITECTS WEST, INC	CITY HALL & PAVILLION 3/1 - 3/31	8,692.50
15-438-459.200	DESIGNATED EXPENSE - NEW	ARCHITECTS WEST, INC	CITY HALL & PAVILLION 4/15 - 5/15	1,230.00
15-438-459.200	DESIGNATED EXPENSE - NEW	ARCHITECTS WEST, INC	CITY HALL & PAVILLION 5/15 - 6/15	1,275.00
15-438-459.200	DESIGNATED EXPENSE - NEW	THREE V PLUMBING	MATERIAL & LABOR PAVILLION	43,479.00
15-438-459.200	DESIGNATED EXPENSE - NEW	SPOKANE HARDWARE SUPPI	METAL DOORS,FRAMES,HDWE/PAVILLION	19,703.00
15-438-459.200	DESIGNATED EXPENSE - NEW	WALKER CONSTRUCTION IN(	MW PARK	429,937.00
Total Department 4				510,381.50
Total Fund 15 IMPAC				510,381.50
Fund: 16 NEW CITY I				
Department: 000				
16-000-459.101	DESIGNATED EXPENSE - CITY	ARCHITECTS WEST, INC	CITY HALL & PAVILLION 4/1 - 4/30	3,910.00

16-000-459.101	DESIGNATED EXPENSE - CITY	ARCHITECTS WEST, INC	CITY HALL & PAVILLION 3/1 - 3/31	18,188.25
16-000-459.101	DESIGNATED EXPENSE - CITY	ARCHITECTS WEST, INC	CITY HALL & PAVILLION 4/15 - 5/15	21,450.78
16-000-459.101	DESIGNATED EXPENSE - CITY	ARCHITECTS WEST, INC	CITY HALL & PAVILLION 5/15 - 6/15	9,398.47
16-000-459.101	DESIGNATED EXPENSE - CITY	AVISTA UTILITIES	LANCASTER TEMP	148.96
16-000-459.101	DESIGNATED EXPENSE - CITY	WALKER CONSTRUCTION IN(	CITY HALL CONSTRUCTION	1,251,757.17
Total Department 0				1,304,853.63
Total Fund 16 NEW (				1,304,853.63

Fund: 60 WATER FUI

60-000-222.000	PENALTY	TAMARACK MOUNTAIN HOMI	UB refund for account: 1.4187.01	18.12
60-000-222.000	PENALTY	SILVA, ERIC & KAYLEIGH	UB refund for account: 1.3750.03	115.94
60-000-222.000	PENALTY	MCCLINTON, KATHY A	UB refund for account: 1.3363.02	25.99
60-000-222.000	WTR	HAYDEN HOMES	UB refund for account: 1.4244.01	125.41
60-000-222.000	WTR	ATLAS BUILDING GROUP	UB refund for account: 1.4215.01	138.63
60-000-222.000	WTR	ADAMS, GARY & JACKIE	UB refund for account: 1.3552.02	159.88
60-000-222.000	PENALTY	HERNANDEZ, EDWARD	UB refund for account: 1.2570.03	10.80
60-000-222.000	PENALTY	OUR NEXT VENTURE LLC	UB refund for account: 5.0081.01	26.77
60-000-222.000	WTR	THOMSON, KURT & VALENTI!	UB refund for account: 1.0049.02	122.57
60-000-222.000	WTR	YABLINSKY, EDWARD H	UB refund for account: 2.2147.03	21.98
60-000-222.000	WTR	KRUMSICK, ROBERT	UB refund for account: 1.2150.01	28.51
60-000-222.000	WTR	BURNS, NICK	UB refund for account: 1.0513.02	24.84
60-000-222.000	PENALTY	RICHTER, JESSICA	UB refund for account: 1.1512.03	69.12
60-000-222.000	WTR	PLATTS, HANNAH	UB refund for account: 1.2879.03	26.84
60-000-222.000	WTR	YUHASZ, JAMES	UB refund for account: 2.2148.03	54.05
60-000-222.000	PENALTY	HAYDEN HOMES	UB refund for account: 1.4002.01	48.62
60-000-222.000	PENALTY	IACOLUCCI, DILLON J	UB refund for account: 1.1657.03	6.20
60-000-222.000	WTR	SOUZA, RICKY	UB refund for account: 1.0320.05	68.34
60-000-222.000	WTR	VIKING CONSTRUCTION	UB refund for account: 1.4202.01	92.02
60-000-222.000	WTR	VIKING CONSTRUCTION	UB refund for account: 1.4201.01	92.02
60-000-222.000	WTR	TAMARACK MOUNTAIN HOMI	UB refund for account: 1.4211.01	19.98
60-000-222.000	WTR	MCKNIGHT, PATRICK	UB refund for account: 1.0466.03	8.27
60-000-222.000	WTR	MORT CONSTRUCTION INC.	UB refund for account: 1.4228.01	64.36
60-000-222.000	WTR	COTTEEN, JONATHAN & MELI	UB refund for account: 1.2318.04	26.82
Total Department 0				1,396.08

Department: 432 WI

60-432-421.000	TRAVEL & MEETINGS	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	200.00
60-432-424.000	UNIFORMS	NORTH 40 OUTFITTERS	BOOT	168.47
60-432-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	THERMAL PRINTER	207.19
60-432-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	COPY PAPER	24.50
60-432-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	ZIP FIZZ	14.39
60-432-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	15.81
60-432-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	SOAP, TP, PENS,	18.66
60-432-426.300	LEASES	GREAT AMERICA FINANCIAL !	COPIERS	143.35
60-432-428.500	UTILITIES - CITY HALL	KOOTENAI COUNTY SOLID W	DUMPSTER 2YDS CH	8.21
60-432-428.500	UTILITIES - CITY HALL	T-MOBILE	HOT SPOTS	0.00
60-432-428.500	UTILITIES - CITY HALL	TDS	PHONES & INTERNET	157.41
60-432-428.500	UTILITIES - CITY HALL	T-MOBILE	CELL PHONES	38.76
60-432-428.500	UTILITIES - CITY HALL	AVISTA UTILITIES	8047 MAIN ST	64.92
60-432-428.503	UTILITIES - SHOP	KOOTENAI COUNTY SOLID W	DUMPSTER 6YDS	118.06
60-432-428.503	TELEPHONE & COMMUNICAT	T-MOBILE	HOT SPOTS	0.00
60-432-428.503	UTILITIES - SHOP	T-MOBILE	HOT SPOTS	16.80
60-432-428.503	UTILITIES - SHOP	TDS	PHONES	161.26
60-432-428.503	UTILITIES - SHOP	TDS	PHONES & INTERNET	49.67
60-432-428.503	UTILITIES/SHOP	KOOTENAI ELECTRIC	BROOKSHIRE PHS 1	0.00
60-432-428.503	UTILITIES/SHOP	KOOTENAI ELECTRIC	CASCADE PLACE	0.00
60-432-428.503	UTILITIES/SHOP	KOOTENAI ELECTRIC	QUAIL RIDGE	0.00
60-432-428.503	UTILITIES/SHOP	KOOTENAI ELECTRIC	BROOKSHIRE 4TH ADDN	0.00
60-432-428.503	UTILITIES/SHOP	KOOTENAI ELECTRIC	MAJESTIC VILLAS	0.00
60-432-428.503	TELEPHONE & COMMUNICAT	T-MOBILE	CELL PHONES	78.99
60-432-428.503	UTILITIES - SHOP	AVISTA UTILITIES	BOEKEL RD HEATER & SHOP	57.59
60-432-428.503	UTILITIES - SHOP	AVISTA UTILITIES	BOEKEL RD OFC & SHOP	67.84
60-432-428.503	TELEPHONE & COMMUNICAT	VERIZON WIRELESS	TABLET & CELL PHONE	57.97
60-432-428.503	UTILITIES/SHOP	KOOTENAI ELECTRIC	PRAIRIE SKY	0.00

60-432-428.503	UTILITIES/SHOP	KOOTENAI ELECTRIC	NIC	0.00
60-432-428.503	UTILITIES/SHOP	KOOTENAI ELECTRIC	CORBIN CROSSING	0.00
60-432-428.503	UTILITIES/SHOP	KOOTENAI ELECTRIC	BROOKSHIRE 3RD ADDN	0.00
60-432-428.503	UTILITIES/SHOP	KOOTENAI ELECTRIC	TROSSICKS	0.00
60-432-428.503	UTILITIES/SHOP	KOOTENAI ELECTRIC	HWY 41/LANCASTER & WYOMING	0.00
60-432-428.503	UTILITIES/SHOP	KOOTENAI ELECTRIC	BROOKSHIRE SOUTH	0.00
60-432-428.601	UTILITIES - PINE WELL	AVISTA UTILITIES	PINE ST PUMP	32.31
60-432-428.602	UTILITIES - GRANGE	AVISTA UTILITIES	HWY 41 & BOEKEL PUMP	2,813.94
60-432-428.603	UTILITIES - THAYER 1	AVISTA UTILITIES	MEYER RD PUMP	9,517.13
60-432-428.604	UTILITIES - THAYER 2	AVISTA UTILITIES	THAYER WELL	16,979.47
60-432-428.605	UTILITIES - OK WELL	KOOTENAI ELECTRIC	HWY 41 COMM BLDG/PUMP	22,789.17
60-432-428.606	UTILITIES - RESERVOIR	AVISTA UTILITIES	RESERVOIR RD	27.05
60-432-428.607	UTILITIES - MAJESTIC WATER	KOOTENAI ELECTRIC	MAJESTIC PK/TOWN/POLE BLDG	208.73
60-432-432.000	PROFESSIONAL SERVICES	ONE CALL CONCEPTS, INC	LOCATES	302.26
60-432-432.000	PROFESSIONAL SERVICES	NORTHWEST SPECIALITY HO	COLL/BAIN EXAM&HEARI/SHUKAIT	6.66
60-432-434.500	SITE MAINT - CITY HALL	APOLLO MECHANICAL CONTI	HVAC MAINT	49.67
60-432-434.500	BUILDING MAINTENANCE	VANGUARD CLEANING SYSTI	CLEANING	56.67
60-432-434.503	SITE MAINT - SHOP	APOLLO MECHANICAL CONTI	HVAC MAINT PW	85.96
60-432-434.503	BUILDING MAINTENANCE	VANGUARD CLEANING SYSTI	CLEANING	52.50
60-432-434.605	SITE MAINT - OK WELL	SERIGHT'S ACE HARDWARE :	PLIER, WRENCH, TAPE OK WELL	51.57
60-432-435.503	SITE IMPROVEMENTS - SHOP	BIGFOOT TECHNICAL SERVIC	SCADA /SHOP	2,328.00
60-432-440.000	FUEL	WEX BANK	FUEL	884.52
60-432-441.100	VEHICLE REPAIR & MAINTEN/	NAPA AUTO PARTS	SENSOR #45 # RTU-SHOP	26.66
60-432-442.604	EQUIP REPAIR/MAINT - THAY	FILTRATION TECHNOLOGY IN	VALVE CHK	160.64
60-432-442.605	EQUIP REPAIR/MAINT - OK W	FILTRATION TECHNOLOGY IN	CHECK VALVES	1,029.64
60-432-455.100	DISINFECTION CHEMICALS	FILTRATION TECHNOLOGY IN	HI-GRADE SALT	1,933.00
60-432-455.200	METER EXPENSE - NEW CON!	CONSOLIDATED SUPPLY CO	ADAPTER & GASKET	1,725.95
60-432-455.200	METER EXPENSE - NEW CON!	H.D. FOWLER	METER GASKETS	32.00
60-432-455.200	METER EXPENSE - NEW CON!	H.D. FOWLER	ADAPTERS & CURB BOXES	1,055.76
60-432-455.200	NEW METER EXPENSE	GENERAL PACIFIC, INC	METERS	26,773.20
60-432-455.400	TESTING	ACCURATE TESTING LABS,LL	COLIFORM PRESENCE/ABSENCE	40.00
60-432-455.400	TESTING	ACCURATE TESTING LABS,LL	COLIFORM PRESENCE/ABSENCE	375.00
60-432-455.400	TESTING	ACCURATE TESTING LABS,LL	PFAS/PFOA	1,700.00
60-432-455.400	TESTING	ACCURATE TESTING LABS,LL	COLIFORM PRESENCE/ABSENCE	160.00
60-432-455.400	TESTING	ACCURATE TESTING LABS,LL	COLIFORM PRESENCE/ABSENCE	40.00
60-432-455.400	TESTING	ACCURATE TESTING LABS,LL	COLIFORM PRESENCE/ABSENCE	240.00
60-432-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	SCREWS	11.24
60-432-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	SPRINKLERS & FILM	86.35
60-432-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	PVC REPSIR	21.58
60-432-458.000	OPERATING & SPECIAL DEPT	ALSCO	LAUNDRY	56.77
60-432-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	CHISEL SET, BALL VALVE & PUNCH PIN SE	62.97
60-432-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	ADAPTER	7.73
60-432-458.000	OPERATING & SPECIAL DEPT	ALSCO	LAUNDRY	56.77
60-432-458.000	OPERATING & SPECIAL DEPT	ALSCO	LAUNDRY	56.77
60-432-458.000	OPERATING & SPECIAL DEPT	H.D. FOWLER	ADAPTERS & CURB BOXES	186.00
60-432-458.000	OPERATING & SPECIAL DEPT	RATHDRUM TRADING POST F	USB CABLE	10.79
60-432-458.000	OPERATING & SPECIAL DEPT	ALSCO	LAUNDRY	56.77
60-432-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	SCREW & PAINT BRUSH	28.33
60-432-458.000	OPERATING & SPECIAL DEPT	WESTERN RECORDS DESTRU	SHREDDING	18.33
Total Department 4				**93,807.71**
Total Fund 60 WATE				**95,203.79**

Fund: 61 SEWER FUI
Department: 000

61-000-222.000	PENALTY	TAMARACK MOUNTAIN HOMI	UB refund for account: 1.4187.01	18.13
61-000-222.000	SWR	TAMARACK MOUNTAIN HOMI	UB refund for account: 1.4186.01	193.78
61-000-222.000	PENALTY	SILVA, ERIC & KAYLEIGH	UB refund for account: 1.3750.03	115.94
61-000-222.000	PENALTY	MCCLINTON, KATHY A	UB refund for account: 1.3363.02	25.99
61-000-222.000	SWR	HAYDEN HOMES	UB refund for account: 1.4250.01	80.93
61-000-222.000	SWR	HAYDEN HOMES	UB refund for account: 1.4249.01	109.18
61-000-222.000	SWR	DAUM CONSTRUCTION	UB refund for account: 1.4176.01	43.01
61-000-222.000	SWR	ATLAS BUILDING GROUP	UB refund for account: 1.4215.01	222.08
61-000-222.000	PENALTY	HERNANDEZ, EDWARD	UB refund for account: 1.2570.03	10.81

61-000-222.000	PENALTY	OUR NEXT VENTURE LLC	UB refund for account: 5.0081.01	26.78
61-000-222.000	SWR	THOMSON, KURT & VALENTI	UB refund for account: 1.0049.02	124.39
61-000-222.000	SWR	YABLINSKY, EDWARD H	UB refund for account: 2.2147.03	77.53
61-000-222.000	SWR	DAUM CONSTRUCTION	UB refund for account: 1.4221.01	184.04
61-000-222.000	SWR	DAUM CONSTRUCTION	UB refund for account: 1.4167.01	99.53
61-000-222.000	SWR	KRUMSICK, ROBERT	UB refund for account: 1.2150.01	66.33
61-000-222.000	SWR	DAUM CONSTRUCTION	UB refund for account: 1.4229.01	62.05
61-000-222.000	SWR	BURNS, NICK	UB refund for account: 1.0513.02	90.88
61-000-222.000	PENALTY	RICHTER, JESSICA	UB refund for account: 1.1512.03	69.12
61-000-222.000	SWR	ATLAS BUILDING GROUP	UB refund for account: 1.4241.01	48.76
61-000-222.000	SWR	PLATTS, HANNAH	UB refund for account: 1.2879.03	66.47
61-000-222.000	SWR	YUHASZ, JAMES	UB refund for account: 2.2148.03	170.85
61-000-222.000	PENALTY	HAYDEN HOMES	UB refund for account: 1.4002.01	48.62
61-000-222.000	SWR	VIKING CONSTRUCTION	UB refund for account: 1.4200.01	139.87
61-000-222.000	PENALTY	IACOLUCCI, DILLON J	UB refund for account: 1.1657.03	6.20
61-000-222.000	SWR	SOUZA, RICKY	UB refund for account: 1.0320.05	161.94
61-000-222.000	SWR	MORT CONSTRUCTION	UB refund for account: 1.4171.01	92.02
61-000-222.000	SWR	MORT CONSTRUCTION	UB refund for account: 1.4162.01	121.78
61-000-222.000	SWR	MCKNIGHT, PATRICK	UB refund for account: 1.0466.03	39.23
61-000-222.000	SWR	MORT CONSTRUCTION INC.	UB refund for account: 1.4228.01	173.99
61-000-222.000	SWR	COTTEEN, JONATHAN & MELI	UB refund for account: 1.2318.04	18.77
61-000-222.000	SWR	SILVER BUCKLE HOMES LLC	UB refund for account: 1.4130.01	90.64
Total Department 0				2,799.64

Department: 436 SE

61-436-421.000	TRAVEL & MEETINGS	ELAN FINANCIAL SERVICES	CREDIT CARD PAYMENT	200.00
61-436-424.000	UNIFORMS	NORTH 40 OUTFITTERS	BOOT	168.48
61-436-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	THERMAL PRINTER	207.20
61-436-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	COPY PAPER	24.49
61-436-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	ZIP FIZZ	14.39
61-436-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	15.81
61-436-426.000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	SOAP, TP, PENS,	18.64
61-436-426.300	LEASES	GREAT AMERICA FINANCIAL	COPIERS	143.35
61-436-428.500	UTILITIES - CITY HALL	KOOTENAI COUNTY SOLID W	DUMPSTER 2YDS CH	8.21
61-436-428.500	UTILITIES - CITY HALL	TDS	PHONES & INTERNET	157.41
61-436-428.500	UTILITIES - CITY HALL	AVISTA UTILITIES	8047 MAIN ST	64.93
61-436-428.503	UTILITIES - SHOP	KOOTENAI COUNTY SOLID W	DUMPSTER 6YDS	118.07
61-436-428.503	TELEPHONE & COMMUNICAT	T-MOBILE	HOT SPOTS	0.00
61-436-428.503	TELEPHONE & COMMUNICAT	T-MOBILE	HOT SPOTS	0.00
61-436-428.503	UTILITIES - SHOP	T-MOBILE	HOT SPOTS	16.80
61-436-428.503	UTILITIES - SHOP	TDS	PHONES	161.26
61-436-428.503	UTILITIES - SHOP	TDS	PHONES & INTERNET	49.67
61-436-428.503	TELEPHONE & COMMUNICAT	T-MOBILE	CELL PHONES	38.76
61-436-428.503	TELEPHONE & COMMUNICAT	T-MOBILE	CELL PHONES	78.99
61-436-428.503	UTILITIES - SHOP	AVISTA UTILITIES	BOEKEL RD HEATER & SHOP	57.60
61-436-428.503	UTILITIES - SHOP	AVISTA UTILITIES	BOEKEL RD OFC & SHOP	67.84
61-436-428.503	TELEPHONE & COMMUNICAT	VERIZON WIRELESS	TABLET & CELL PHONE	17.74
61-436-428.621	UTILITIES - GREENSFERRY	AVISTA UTILITIES	GREENSFERRY PUMP	20.75
61-436-428.621	UTILITIES - GREENSFERRY	AVISTA UTILITIES	GREENSFERRY RD LIFT STN	931.50
61-436-428.622	UTILITIES - LS4 BURLINGTON	AVISTA UTILITIES	BURLINGTON RD LIFT STN	65.97
61-436-428.624	UTILITIES - LS2	AVISTA UTILITIES	LARCH & PKWY LIFT STN	1,531.69
61-436-428.625	UTILITIES - COPPER VALLEY	AVISTA UTILITIES	SILVERADO LIFT STATION	35.66
61-436-428.626	UTILITIES - WESTWOOD PINE	AVISTA UTILITIES	DAYTON LIFT STATION	78.84
61-436-428.627	UTILITIES - BROOKSHIRE	KOOTENAI ELECTRIC	BROOKSHIRE LIFT STAION	288.00
61-436-428.627	UTILITIES - BROOKSHIRE	BIGFOOT TECHNICAL SERVIC	BROOKSHIRE LIFT STATION	360.00
61-436-428.627	UTILITIES - BROOKSHIRE	AVISTA UTILITIES	IRISH CIR LIFT STATION	21.52
61-436-432.000	PROFESSIONAL SERVICES	NORTHWEST SPECIALITY HO	COLL/BAIN EXAM&HEARI/SHUKAIT	6.67
61-436-434.500	SITE MAINT - CITY HALL	APOLLO MECHANICAL CONTI	HVAC MAINT	49.67
61-436-434.500	BUILDING MAINTENANCE	VANGUARD CLEANING SYSTI	CLEANING	56.67
61-436-434.503	SITE MAINT - SHOP	APOLLO MECHANICAL CONTI	HVAC MAINT PW	85.97
61-436-434.503	BUILDING MAINTENANCE/SH	VANGUARD CLEANING SYSTI	CLEANING	52.50
61-436-434.624	SITE MAINT - LS2	SERIGHT'S ACE HARDWARE	PLIERS & TIE DOWNS LIFT 2	42.27
61-436-435.621	SITE IMPROVEMENTS - GREE	BIGFOOT TECHNICAL SERVIC	SCADA /SHOP	2,328.00
61-436-440.000	FUEL	WEX BANK	FUEL	884.52
61-436-441.100	VEHICLE REPAIR & MAINTEN	NAPA AUTO PARTS	SENSOR #45 # RTU-SHOP	26.66
61-436-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE	PRY BAR & GLOVES	55.78

61-436-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	SCREW	11.24
61-436-458.000	OPERATING & SPECIAL DEPT	NAPA AUTO PARTS	GLOVES	240.15
61-436-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	UTILITY KNIFE	15.97
61-436-458.000	OPERATING & SPECIAL DEPT	ALSCO	LAUNDRY	56.77
61-436-458.000	OPERATING & SPECIAL DEPT	AMAZON CAPITAL SERVICES	MANHOLE COVER HOOKS	90.16
61-436-458.000	OPERATING & SPECIAL DEPT	ALSCO	LAUNDRY	56.77
61-436-458.000	OPERATING & SPECIAL DEPT	ALSCO	LAUNDRY	56.77
61-436-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	FLY PAPER	6.29
61-436-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	KEYS	9.31
61-436-458.000	OPERATING & SPECIAL DEPT	SERIGHT'S ACE HARDWARE :	GAUGE & FILE CHAINSAW	8.99
61-436-458.000	OPERATING & SPECIAL DEPT	ALSCO	LAUNDRY	56.77
61-436-458.000	OPERATING & SPECIAL DEPT	WESTERN RECORDS DESTRU	SHREDDING	18.34
Total Department 4				9,179.81
Total Fund 61 SEWE				11,979.45

--- TOTALS BY FUND ---

10	GENERAL FUND	198,768.05
13	IMPACT FEE-CIRCULATION	65,023.80
15	IMPACT FEE - PARKS	510,381.50
16	NEW CITY HALL	1,304,853.63
60	WATER FUND	95,203.79
61	SEWER FUND	11,979.45
Total For All Funds:		2,186,210.22

Mayor:_____ Date:_____

CHECK DISBURSEMENT REPORT FOR CITY OF RATHDRUM
CHECK DATE 07/20/2026 - 08/12/2026
Maunal Checks 8/12/26
- CHECK TYPE: PAPER CHECK

Check Date	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 GENER						
07/20/2026	78422	JEFFREY VAN BLARICUM	CONCERT SERIES	460.105	440	1,800.00
07/20/2026	78423	PRINCIPAL LIFE INS CO	DENTAL PAYABLE	218.400	0	4,809.49
			LIFE	218.500	0	438.62
			VOLUNTARY	218.500	0	788.80
			(VSP) VISION INSURANCE PAYABLE	217.550	0	790.01
Check 1 78423 1						6,826.92
07/20/2026	78424	REGENCE BLUE SHIELD OF IDAHO	HEALTH INSURANCE PAYABLE	217.500	0	65,017.95
07/22/2026	78426#	LEAFFILTER PROTECTION	TASTE OF RATHDRUM VENDOR	352.121	440	55.00
			SALES TAX - PAYABLE	217.400	0	3.30
Check 1 78426 1						58.30
07/22/2026	78427	DEBBIE TWEEDY	PARK USER DEPOSITS	232.000	438	25.00
07/22/2026	78428	JENNIFER NOSWORTHY	PARK USER DEPOSITS	232.000	438	25.00
07/22/2026	78429	LAURA MILKS	PARK USER DEPOSITS	232.000	438	300.00
07/22/2026	78430	GEORGE KASSELAKIS	TASTE OF RATHDRUM VENDOR	352.121	440	100.00
07/24/2026	78444	IDAHO CHILD SUPPORT SERVICES	Remittance	218.300	0	6.40
07/24/2026	78445	IDAHO CENTRAL CREDIT UNION	Remittance	217.600	0	750.26
07/27/2026	78447	HOTEL 43, LLC	TRAVEL & MEETINGS	421.000	411	732.00
07/27/2026	78448	EVELYN ADAMS	PARK USER DEPOSITS	232.000	438	75.00
07/28/2026	78449	JUMP N2 FUN LLC	TASTE OF RATHDRUM	460.121	440	586.36
07/28/2026	78450	NANCY LORAH	PARK USER DEPOSITS	232.000	438	300.00
07/28/2026	78451	DARRELL HULL	GOLF LESSONS	461.159	440	1,360.00
07/28/2026	78453	RYAN DUNN	TASTE OF RATHDRUM	460.121	440	1,200.00
07/28/2026	78454	JOHN WATSON III	TASTE OF RATHDRUM	460.121	440	1,600.00
07/28/2026	78455	NATHAN OSTRANDER	TASTE OF RATHDRUM	460.121	440	1,450.00
07/28/2026	78456	RETRO ARCADE	TASTE OF RATHDRUM	460.121	440	500.00
07/28/2026	78457	KELLY HUGHES	TASTE OF RATHDRUM	460.121	440	2,500.00
			CONCERT SERIES	460.105	440	2,500.00
Check 1 78457 1						5,000.00
07/31/2026	78458	CITY OF RATHDRUM	HWY 41 & ARIZONA IRR	428.502	438	73.35
07/31/2026	78459	NELMA HUBBARD	TASTE OF RATHDRUM VENDOR	352.121	440	58.30
07/31/2026	78460	ASHLEY KILDUFF	TASTE OF RATHDRUM VENDOR	352.121	440	55.00
07/31/2026	78461	ROBIDEAUX MOTORS CO, INC.	EQUIPMENT PURCHASE GREATER THAN 1C	443.100	421	41,880.00
08/04/2026	78462	DREAMSOUND AUDIO LLC	TASTE OF RATHDRUM	460.121	440	1,200.00
			CONCERT SERIES	460.105	440	1,200.00
Check 1 78462 1						2,400.00
08/04/2026	78463	DREW HAMMOND	TASTE OF RATHDRUM	460.121	440	300.00
08/04/2026	78464	MATHEW DOEFLINGER	PARK USER DEPOSITS	232.000	438	25.00
08/04/2026	78465	KAITLIN HOWELL	PARK USER DEPOSITS	232.000	438	25.00
08/04/2026	78466	RICHARD FORTMAN	PARK USER DEPOSITS	232.000	438	25.00
08/04/2026	78467	CATHERINE DELCOMTE	TASTE OF RATHDRUM VENDOR	352.121	440	55.00
08/04/2026	78468	FRANCES MORGAN	MOVIE NIGHT SERIES	460.114	440	500.00
08/05/2026	78479	IDAHO CHILD SUPPORT SERVICES	Remittance	218.300	0	6.40
08/05/2026	78480	IDAHO CENTRAL CREDIT UNION	Remittance	217.600	0	750.26
08/05/2026	78482	PATRICE ANN THOMPSON-ROSE	CONCERT SERIES	460.105	440	2,500.00
08/05/2026	78483	LIFE FLIGHT NETWORK FOUNDATION	MISC PAYROLL DEDUCT PAYABLE	217.700	0	1,125.00
Total For Fund: 1						137,491.50
Fund: 15 IMPAC						
07/20/2026	78425	NORTH IDAHO GARAGE DOOR	DESIGNATED EXPENSE - NEW CITY HALL P/	459.200	438	1,000.00
07/22/2026	78446	THE LOCK DOCTOR LLC	DESIGNATED EXPENSE - NEW CITY HALL P/	459.200	438	3,025.50

Total For Fund: 1						4,025.50
Fund: 60 WATER						
08/05/2026	78481*#	UNITED STATES POSTAL SERVICE	POSTAGE	433.100	432	703.22
Total For Fund: 6						703.22
Fund: 61 SEWEF						
08/05/2026	78481*#	UNITED STATES POSTAL SERVICE	POSTAGE	433.100	436	703.21
Total For Fund: 6						703.21
Report Total:						142,923.43

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

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

Memo

To: City Council

From: Kevin Jump

Date: August 6, 2026

Re: Westwood Apartments

The owner of Westwood Apartments has completed the construction of the public improvements
Within their project limits.

Appropriate warranty sureties pertaining to the public improvements proposed for final acceptance here at this time have been provided to the city attorney's office.

As required by Rathdrum City Code, the public infrastructure and street improvements constructed have been reviewed and found to be complete and acceptable by the Rathdrum Public Works Department. We are herein seeking Rathdrum City Council's formal acceptance of improvements for Westwood Apartments.

After Recording Return To:

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

This Space Reserved for Recording Purposes

GRANT OF UTILITY EASEMENT FOR SEWER AND WATER

KNOW ALL MEN BY THESE PRESENTS, that **VIKING CONSTRUCTION, INC.,** an Idaho corporation, whose address is 2605 W Hayden Ave, Hayden, ID 83835 (together hereinafter called "**GRANTOR**"), the title owner of the below described real property, located in Kootenai County, Idaho, as legally described and depicted in **Exhibits "A" and "B",** which are incorporated herein by reference, for and in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration, paid by the City of Rathdrum, Kootenai County, State of Idaho, receipt of which is acknowledged does hereby grant, quitclaim and convey unto the **CITY OF RATHDRUM,** a municipal corporation in the State of Idaho (hereinafter called "**GRANTEE**"), whose address is 8047 W. Main Street, Rathdrum, ID 83858, its successors, agents, and assigns, a public utility easement for municipal sewer and water infrastructure, together with the rights of ingress and egress for the construction, improvement, operation and maintenance of municipal sewer and water infrastructure for the use and benefit of the public, over, under, upon and across the following property described, to wit:

> See attached legal description **Exhibit "A"** and as depicted on **Exhibit "B"**, incorporated herein and made a part hereof.

GRANTOR, for themselves and their heirs, representatives, successors and assigns, further covenants and agrees to keep the easement clear not constructing any permanent buildings, structures or other obstructions upon the public utility easement which would prevent access to the GRANTEE, its successors, assigns, representatives, agents, and invitees, unless otherwise approved by GRANTEE. GRANTOR further agree that all facilities installed by or for the GRANTEE shall remain property of the GRANTEE, removable by the GRANTEE at its option.

TO HAVE AND TO HOLD such public utility easement for municipal sewer and water infrastructure so long as the same shall be used operated and maintained as such. GRANTOR do hereby dedicate their respective interest in said land for such public use purposes and shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties and shall be governed by and enforced in accordance with the laws of the state of Idaho.

GRANTOR:

VIKING CONSTRUCTION, an Idaho corporation

By: _____
(signature)

Its: President
(title)

Date: 7-30-26

GRANTEE:

CITY OF RATHDRUM, a municipal corporation

This Grant of Utility Easement for Water Line has been approved and accepted by the City of Rathdrum City Council this ____ day of _____, 2026.

By: _____
John Hodgkins, Mayor

ATTEST:

By: _____
Lorrann Morrell, City Clerk

STATE OF Idaho)
) ss
County of Kootenai)

On this 31st day of July, 2026, before me personally appeared Wendell Olson, an individual known or identified to me to be the President of Viking Construction, Inc., the corporation whose name is subscribed to the within and foregoing instrument on behalf of said corporation and acknowledged to me that said corporation executed the same.

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

Seal

KRISTEN AGOSTINELLI
COMM. #56741
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Hayden.
My Comm. Expires: 10/07/2028

STATE OF IDAHO)
) ss
County of Kootenai)

On this ___ day of _____, 2026, before me personally appeared Mike Hill and Lorrann Morrell, 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.

Seal

Notary Public for the State of Idaho
Residing at: _____
My Comm. Expires: _____

EXHIBIT A-1
PROPOSED WATER EASEMENT DESCRIPTION

A PORTION OF LOT 2, BLOCK 3 OF THE PLAT OF WESTWOOD PINES FILED IN BOOK L OF PLATS, PAGE 659, RECORDS OF KOOTENAI COUNTY, IDAHO, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 52 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 3 OF SAID PLAT OF WESTWOOD PINES, AND ALSO BEING ON THE SOUTH RIGHT-OF-WAY OF DAYTON AVENUE, FROM WHICH THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 3 BEARS SOUTH 88°57'44" EAST 100.06 FEET;

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF DAYTON AVENUE NORTH 88°57'44" WEST 1.92 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTH RIGHT-OF-WAY OF DAYTON AVENUE, SOUTH 00°52'44" WEST 112.95 FEET;

THENCE SOUTH 88°57'04" EAST 68.11 FEET;

THENCE SOUTH 01°02'05" WEST 504.09 FEET;

THENCE NORTH 88°57'04" WEST 224.98 FEET;

THENCE SOUTH 01°02'56" WEST 31.50 FEET;

THENCE NORTH 88°57'04" WEST 20.00 FEET;

THENCE NORTH 01°02'56" EAST 31.50 FEET;

THENCE NORTH 88°57'04" WEST 32.37 FEET;

THENCE SOUTH 01°02'56" WEST 33.50 FEET;

THENCE NORTH 88°57'04" WEST 20.00 FEET;

THENCE NORTH 01°02'56" EAST 30.50 FEET;

THENCE NORTH 88°57'04" WEST 17.02 FEET;

THENCE NORTH 01°02'56" EAST 3.00 FEET;

THENCE NORTH 88°57'04" WEST 23.87 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1429.98 FEET, HAVING A RADIAL BEARING TO THE CENTER OF THE CURVE OF SOUTH 87°59'56" WEST, AN ARC LENGTH OF 193.69 FEET, A CENTRAL ANGLE OF 07°45'38" AND A LONG CHORD THAT BEARS NORTH 05°52'53" WEST 193.54 FEET;

THENCE NORTH 00°43'21" EAST 48.76 FEET;

THENCE NORTH 89°16'39" WEST 67.72 FEET;

THENCE SOUTH 00°43'21" WEST 17.02 FEET;

THENCE NORTH 89°54'31" WEST 20.00 FEET;

THENCE NORTH 00°43'21" EAST 17.24 FEET;

THENCE NORTH 89°16'39" WEST 39.84 FEET TO THE EAST RIGHT-OF-WAY OF CLOVERDALE STREET;

THENCE ALONG SAID EAST RIGHT-OF-WAY OF CLOVERDALE STREET, NORTH 01°01'52" EAST 108.91 FEET;

THENCE LEAVING SAID EAST RIGHT-OF-WAY, SOUTH 89°16'39" EAST 26.42 FEET;

THENCE SOUTH 00°43'21" WEST 88.90 FEET;

THENCE SOUTH 89°06'12" EAST 22.65 FEET;

THENCE NORTH 00°43'21" EAST 24.98 FEET;

THENCE SOUTH 89°16'39" EAST 20.00 FEET;

THENCE SOUTH 00°43'21" WEST 25.04 FEET;

THENCE SOUTH 89°23'29" EAST 20.88 FEET;

THENCE NORTH 00°43'21" EAST 16.96 FEET;

THENCE SOUTH 89°16'39" EAST 20.00 FEET;

THENCE SOUTH 00°43'21" WEST 16.92 FEET;

THENCE SOUTH 89°23'29" EAST 17.03 FEET;

THENCE NORTH 00°43'21" EAST 46.72 FEET;

THENCE NORTH 05°44'52" EAST 197.15 FEET;

THENCE SOUTH 88°57'04" EAST 6.91 FEET;

THENCE NORTH 01°02'56" EAST 29.50 FEET;

THENCE SOUTH 88°57'04" EAST 36.00 FEET;

THENCE SOUTH 01°02'56" WEST 29.50 FEET;

THENCE SOUTH 88°57'04" EAST 214.96 FEET;

THENCE NORTH 00°52'44" EAST 89.44 FEET;

THENCE NORTH 88°57'04" WEST 55.12 FEET;

THENCE NORTH 01°02'56" EAST 23.50 FEET TO THE SOUTH RIGHT-OF-WAY OF DAYTON AVENUE;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY OF DAYTON AVENUE, SOUTH 88°57'44" EAST 75.05 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 3 OF SAID WESTWOOD PINES, AND ALSO BEING ON THE SOUTH RIGHT-OF-WAY OF DAYTON AVENUE, FROM WHICH THE NORTHEAST CORNER OF SAID LOT1 BEARS SOUTH 88°57'44" EAST 100.06 FEET;

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF DAYTON AVENUE NORTH 88°57'44" WEST 1.92 FEET;

THENCE LEAVING SAID SOUTH RIGHT-OF-WAY OF DAYTON AVENUE, SOUTH 00°52'44" WEST 112.95 FEET;

THENCE SOUTH 66°22'46" EAST 52.11 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 01°02'05" WEST 61.86 FEET;

THENCE NORTH 88°57'55" WEST 51.44 FEET;

THENCE SOUTH 01°02'05" WEST 20.00 FEET;

THENCE SOUTH 88°57'55" EAST 51.44 FEET;

THENCE SOUTH 01°02'05" WEST 20.13 FEET

THENCE NORTH 88°57'55" WEST 22.84 FEET;

THENCE SOUTH 01°02'05" WEST 20.00 FEET;

THENCE SOUTH 88°57'55" EAST 22.84 FEET;

THENCE SOUTH 01°02'05" WEST 260.59 FEET;

THENCE NORTH 88°57'55" WEST 41.50 FEET;

THENCE SOUTH 01°02'05" WEST 20.00 FEET;

THENCE SOUTH 88°57'55" EAST 41.50 FEET;

THENCE SOUTH 01°02'05" WEST 19.50 FEET;

THENCE NORTH 88°57'55" WEST 11.50 FEET;

THENCE SOUTH 01°02'56" WEST 20.00 FEET;

THENCE SOUTH 88°57'55" EAST 11.51 FEET;

THENCE SOUTH 01°02'05" WEST 22.00 FEET;

THENCE NORTH 88°57'04" WEST 299.40 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1449.98 FEET, HAVING A RADIAL BEARING TO THE CENTER OF THE CURVE OF SOUTH 87°14'58" WEST, AN ARC LENGTH OF 175.89 FEET, A CENTRAL ANGLE OF 06°56'18" AND A LONG CHORD THAT BEARS NORTH 06°13'11" WEST 175.48 FEET;

THENCE NORTH 00°43'21" EAST 31.11 FEET;

THENCE SOUTH 89°16'39" EAST 26.59 FEET;

THENCE NORTH 00°43'21" EAST 20.00 FEET;

THENCE NORTH 89°16'39" WEST 26.59 FEET;

THENCE NORTH 00°43'21" EAST 61.65 FEET;

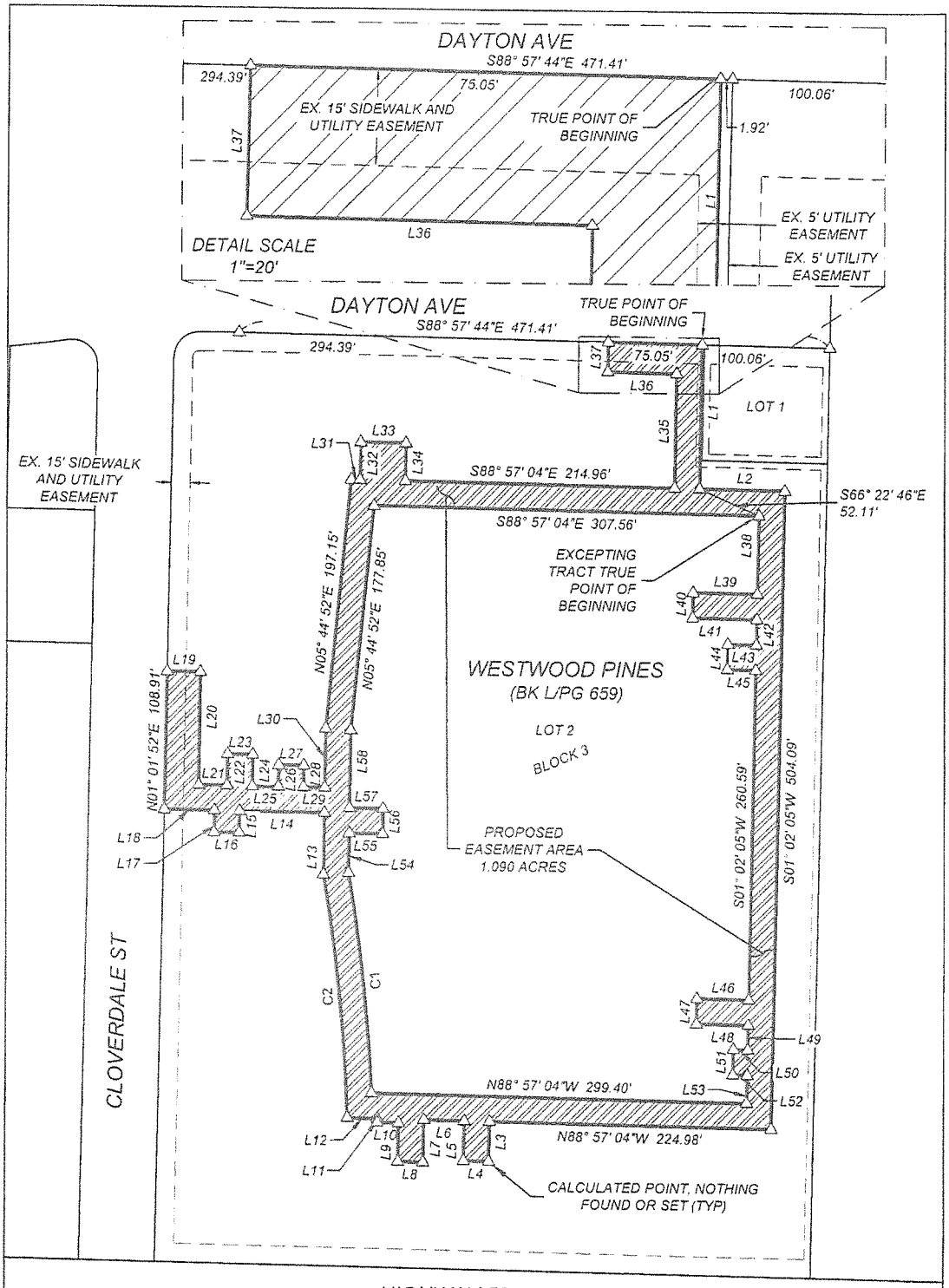
THENCE NORTH 05°44'52" EAST 177.85 FEET;

THENCE SOUTH 88°57'04" EAST 307.56 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID ABOVE DESCRIBED PORTION, LESS THE EXCEPTED TRACT, CONTAINS 1.090 ACRES OF LAND, MORE OR LESS.

AS DEPICTED ON EXHIBIT A-2.





PROJECT NO.:	20-2781
DATE:	07/31/26
DRAFTED BY:	MAS
REVIEWED BY:	WAL
SCALE:	1"=100'

S.29 - T.52N. - R.04W. B.M.
SHEET 1 OF 2

EXHIBIT A-2

WATER EASEMENT PROPOSED CITY OF RATHDRUM, KOOTENAI COUNTY, ID

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

Line Table		
Line #	Direction	Length
L1	S00°52'44"W	112.95'
L2	S88°57'04"E	68.11'
L3	S01°02'56"W	31.50'
L4	N88°57'04"W	20.00'
L5	N01°02'56"E	31.50'
L6	N88°57'04"W	32.37'
L7	S01°02'56"W	33.50'
L8	N88°57'04"W	20.00'
L9	N01°02'56"E	30.50'
L10	N88°57'04"W	17.02'
L11	N01°02'56"E	3.00'
L12	N88°57'04"W	23.87'
L13	N00°43'21"E	48.76'
L14	N89°16'39"W	67.72'
L15	S00°43'21"W	17.02'
L16	N89°54'31"W	20.00'
L17	N00°43'21"E	17.24'
L18	N89°16'39"W	39.84'
L19	S89°16'39"E	26.42'
L20	S00°43'21"W	88.90'

Line Table		
Line #	Direction	Length
L21	S89°06'12"E	22.65'
L22	N00°43'21"E	24.98'
L23	S89°16'39"E	20.00'
L24	S00°43'21"W	25.04'
L25	S89°23'29"E	20.88'
L26	N00°43'21"E	16.96'
L27	S89°16'39"E	20.00'
L28	S00°43'21"W	16.92'
L29	S89°23'29"E	17.03'
L30	N00°43'21"E	46.72'
L31	S88°57'04"E	6.91'
L32	N01°02'56"E	29.50'
L33	S88°57'04"E	36.00'
L34	S01°02'56"W	29.50'
L35	N00°52'44"E	89.44'
L36	N88°57'04"W	55.12'
L37	N01°02'56"E	23.50'
L38	S01°02'05"W	61.86'
L39	N88°57'55"W	51.44'
L40	S01°02'05"W	20.00'

Line Table		
Line #	Direction	Length
L41	S88°57'55"E	51.44'
L42	S01°02'05"W	20.13'
L43	N88°57'55"W	22.84'
L44	S01°02'05"W	20.00'
L45	S88°57'55"E	22.84'
L46	N88°57'55"W	41.50'
L47	S01°02'05"W	20.00'
L48	S88°57'55"E	41.50'
L49	S01°02'05"W	19.50'
L50	N88°57'55"W	11.50'
L51	S01°02'56"W	20.00'
L52	S88°57'55"E	11.51'
L53	S01°02'05"W	22.00'
L54	N00°43'21"E	31.11'
L55	S89°16'39"E	26.59'
L56	N00°43'21"E	20.00'
L57	N89°16'39"W	26.59'
L58	N00°43'21"E	61.65'

Curve Table						
Curve #	Length	RADIAL	Radius	Delta	Bearing	Chord
C1	175.59'	S87°14'58"W	1449.98'	6°56'18"	N06°13'11"W	175.48'
C2	193.69'	S87°59'56"W	1429.98'	7°45'38"	N05°52'53"W	193.54'

PROFESSIONAL LAND SURVEYOR
LICENSED
23242
7/31/26
STATE OF IDAHO
MARK ALAN SANNER

PROJECT NO.: 20-2781
DATE: 07/31/26
DRAFTED BY: MAS
REVIEWED BY: WAL
SCALE: 1"=N/A

S.29 - T.52N. - R.04W. B.M.
SHEET 2 OF 2

EXHIBIT A-2
WATER EASEMENT
PROPOSED
CITY OF RATHDRUM,
KOOTENAI COUNTY, ID

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

City of Rathdrum
8047-1 W Main Street
Rathdrum, ID 83858-6476

Legal Department
City Hall (208) 687-0261

MEMORANDUM

To: Rathdrum Mayor and City Council
Subject: August 12, 2026 Council Meeting Agenda Item Addressing Findings of Imminent Peril for a Moratorium
Prepared by: City Attorney Emily Smith
Date: August 5, 2026

The purpose of this package is to provide the Mayor and City Council with information from relevant professionals relating to the August 12, 2026 regular council meeting imminent peril findings action item. The package also provides two potential action options for Council consideration.

Attachments Included in Package

1. Memo from City Engineer Kevin Jump, P.E., and Public Works Director Chris Bain responding to list of questions provided by City Attorney Emily Smith
2. Letter from J-U-B Engineers Reviewing the Memo from City Engineer Kevin Jump, P.E., and Public Works Director Chris Bain
3. Letter from Northern Lakes Fire Marshal Tyler Drechsel
4. Legal Information and Analysis Memo from City Attorney Emily Smith

Exhibits Included in Package

1. Exhibit Option A: Resolution Identifying Preliminary Water Concerns and Directing Staff
2. Exhibit Option B: Template Moratorium Ordinance

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

Memo

To: Mayor Hodgkins and Rathdrum City Council

From: Kevin Jump, City Engineer
Chris Bain, Public Works Director

Date: August 6, 2026

Re: Response to Questions Relating to Water Planning Efforts and Preliminary Concerns

---

Credentials:
Provide your credentials and experience with municipal water systems evaluations and water master planning efforts.

Response: I have been a licensed engineer for approximately 30 years and the City Engineer for the City of Rathdrum for approximately 20 years. I have worked on and completed a previous water master plan prior to this one in 2007. Chris Bain has worked in the City's public works department for approximately 30 years, and has been the Public Works Director for the past 4 years. His certifications relating to the City's water system include the following: Chris holds a Level 3 Water Distribution License through the Idaho Division Occupational and Professional Licenses. He has been a licensed water operator for 30 years.

Relating to Conditions of the Water System:

1. *As of today, what is the extent of data that you have currently collected/analyzed on the current state of the City's water system?*

Response: JUB has collected an extensive amount of water consumption data for Rathdrum's water system. Last year, we simulated fire-flow conditions by fully opening specific hydrants and documenting that static & residual pressures at those locations, while recording the estimated available fire flow.

Next, we've gathered 150-to-200 sets of construction record drawings so that we could configure the Rathdrum Water system into a GIS platform and a computer-simulated hydraulic model.

We also obtained historical records from your SCADA system and well pump logs.

Lastly, we obtained historical water meter read data from nearly all of Rathdrum's current water accounts.

2. *Under current normal and peak operating conditions, is the system failing any identified pressure, storage, pumping, supply, fire-flow, reliability, or regulatory requirement? If so, explain the failure and the technical evidence and standards used to support your observation.*

Response: Part of JUB's scope of work is analyzing the water system performance under existing conditions. We've preliminary identified some capital improvements to address some early-identified needs because we understand that City of Rathdrum is finalizing their operating budgets for FY27. JUB is not complete with the analysis of the existing system conditions to provide an accurate report of possible deficiencies, capital improvement needs, possible operational modifications, etc.

3. *Is the City currently in the middle of a City-wide evaluation, analysis, and planning effort on the City's water system? If so, who is under contract to assist with this effort? Why were they chosen to assist with this effort? Howe long has this effort been ongoing?*

Response: Yes, an expansive update to our Water Master Plan is underway. JUB was selected from a qualification-based selection process. The City of Rathdrum and JUB entered into a professional services agreement in September 2025.

4. *When was the last time the City underwent an effort like this? Is there a typical standard for when a City-wide evaluation, analysis, and planning effort on the City's water system is supposed to be completed? If so, what is the standard? Is Rathdrum in compliance with this standard? If not, why not?*

Response: With technology improvements and expanded capabilities related to such, the City of Rathdrum has never undergone as extensive of an update as to what is being completed at this time. Yes, there are standard items which are required to be addressed. When completed the JUB-prepared/certified Rathdrum Water Master Plan will be forwarded to DEQ for acceptance and approval.

5. *J-U-B's presentation from July 8, 2026 states on Slide 7 that "Summer demand is pushing supply limitations (wells) to near full operating capacity". What does this mean technically? What data do you believe J-U-B used to support this determination? Does this mean that the system is failing in terms of supply? If not, what does this statement mean to you?*

Response: The Summer Demand is important because it demonstrates that the average day water use (during winter months) is increased by 500%+, which is believed to be related primarily to irrigation activities. The significance of the water usage during the summer months suggests that good water conservation practices are not being followed.

6. *On Slide 7, it states, "Tank storage recovering is struggling during peak-hour demand periods". What does this mean technically? What data do you believe J-U-B used to support this determination? Does this mean that the system is failing in terms of storage? If not, what does this statement mean?*

Response: I've been saying that we need additional water storage for the past few years. When I first started at the City of Rathdrum, the philosophical intent of the water system operations would be that the aquifer would serve as our water storage……we would just need to continue to supplement it with additional water production wells. Above-ground water storage will enhance the City's overall ability to provide for fire flow demands and peak-water-demand stabilization.

We are waiting for the completion of the Water Master Plan so that we can properly size the water storage tank(s). Too much water storage can actually be a detriment for overall water quality.

7. *Is the full evaluation, analysis, and planning effort on the City's water system finished? If not, what is left to evaluate and when will this be completed and available for City review?*

Response: JUB is not finished with the evaluation efforts of the City's existing water system. This is anticipated to be completed by September '26, with the future condition model anticipated to be completed by December '26.

8. *In your opinion, was the presentation J-U-B gave on July 9 to the City Council meant to constitute final findings and determinations of the city's water system, or was it meant as preliminary observations that still need to be verified through further analysis?*

Response: The intent of the presentation was to provide a general preliminary update and provide some insight into possible immediate capital improvement needs as pertains to Rathdrum's FY2027 operating budget.

9. *So far, are you observing that the City is meeting current water demands? If not, explain the technical evidence and standards used to support your observation.*

Response: Deficiencies will be identified in the upcoming Rathdrum Water System Master Plan document.

10. *Have you completed any recent fire-flow testing and analysis? What are your determinations on the City's current ability to provide adequate fire flow in the event of a typical structure fire during peak demand?*

Response: JUB simulated fire flow conditions at specific locations within Rathdrum's water system. As which will be stated in the upcoming Rathdrum Water System Master Plan, individual hydrants were fully-opened and the flow conditions were measured and documented.

11. *Do you work with the fire district on a consistent basis to evaluate new residential and commercial development to ensure that required fire flows are me? If not, why not? If so, what does this collaboration look like?*

Response: The Northern Lakes Fire Protection District is specifically requested to provide input as part of the City's Agency review comment solicitation.

12. *At the presentation, J-U-B was asked the following question by Mayor Hodgkins regarding fire-flow concerns, "We are at peak time in the morning, the reservoir on the mountain is near empty, we are experiencing low pressure in a neighborhood, and a house catches fire in that neighborhood. Now we are going to hook up a truck to the hydrant and run it. Are we in trouble?" J-U-B responded, "You have described the worst possible scenario." Mayor Hodgkins responded, "Yes. And just like with having the highest pump offline, don't we have to plan for that?" J-U-B responded, "Yes, that is the criteria we are shooting in making the recommendations to having the fire suppression storage always there for those scenarios." J-U-B went on to say that we have not been in a situation in which we have that ability for some time now. Can you please expand on this exchange from your point of view, why you believe J-U-B answered that way, what evidence you believe supports the responses given by J-U-B, the likelihood of this kind of worst possible scenario happening, why we plan for things like taking the highest pump offline, and if the City currently not having the built-in resilient infrastructure for that scenario means that we are facing an imminent peril (i.e. we are facing a measurable, objective, significant, and ongoing deficiency that threatens public health, safety, or welfare)?*

Response: When completed, the computer-simulated hydraulic model will allow for us to assess concerns/issues with an indeterminate amount of such scenarios.

13. *In your opinion based on your observations, why is the water system experiencing certain dips in water pressure? Do you believe that this rises to the level of imminent peril (i.e. a measurable, objective, significant, and ongoing deficiency that threatens public health, safety, or welfare)?*

Response: At this time, it is not definitive what is causing the temporary drops in pressure. Imminent peril is a legal term. The water pressure drops appear to be initially related to the "off" condition of a water production well(s). With the relatively fast return of the water pressure drop to a stabilized water pressure, the conditions are confined to small blocks of time (5-to-20 minutes). We also believe that there are opportunities to enhance water supply throughout the distribution system by means of implementing good water conservation practices.

14. *In the J-U-B presentation on Slide 9, it states "Observed low pressure appear to be isolated and related to pump cycles". Do you think that this is the reason that a few of the citizens state that they are experiencing water pressure issues or are there other more impactful factors to consider?*

Response: It's likely that any water pressure issue reports are attributed to the above-stated conditions when a large production well shifts from the "on" position to the "off" position.

15. *Mayor Hodgkins asked J-U-B at the July 8th presentation if additional data would be beneficial for ongoing modeling effort, including doing a fire flow test during peak usage periods? For the most part, it was indicated that no additional data is needed at this time. From a technical perspective, why do you believe that was the stance? Would additional data allow J-U-B to make better determinations on the current status of the water system, especially related to current or likely threats to the public's health, safety, or welfare?*

Response: A significant amount of data has been provided. However, we are still providing JUB with additional data.

Relating to the Causal Connection to New Development:

16. *Do the ongoing modeling efforts include projects already approved but not yet connected? If so, what portion of the model includes this as opposed to demand from existing users? If not, why not, and are there plans to include these in the model in a future deliverable to the City?*

Response: The current water system model was prepared by a collection of the City's as-built/record drawings, fire-simulated data, historical water pumping records, individual water meter reads and the City's SCADA records. Ultimately, the computer-simulated hydraulic water system model will allow us to be able to assess our water system's performance as new developments are proposed – thus, we will be able to determine if any additional modifications/additions are required.

17. *Are the observations you have made relating to your presented water system concerns stem from new development or are there other factors (weather, missing infrastructure, old infrastructure, etc.) that are leading you to those observations? Please provide the data to support your answer.*

Response: The current efforts on finalizing Rathdrum's water system is exclusively related to the City's existing conditions. The final deliverable to be provided JUB will allow for "plug-and-play" water demand conditions. In other words, the final deliverable will ultimately allow for identification of city-wide impacts of adding a new water user to the system and/or the operations of added water infrastructure.

18. *In your opinion and based on your answer to the previous question, would preventing new development materially change the observations you have made, or would the water system be in the same place as we are today?*

Response: It's premature to answer. As an example, if a new development comes online, then there will likely be detriment to the water system. "Detriment" does not intend to imply that water operating conditions are below allowable operating conditions. On the other hand, new development does have the potential to improve system conditions (water main upsizing, looping, added hydrants, added water capitalization fees, etc.).

19. *Are there any evidence-based or technical differences that you have observed between commercial water usage and residential water usage?*

Response: We are not able to answer this particular question at this time.

20. *Based on your previous answer, would a ban only on new residential development but not on new commercial development provide any meaningful mitigation to the current concerns with the water system?*

Response: New commercial development projects can have a level of unknown characteristics specifically as it pertains to both fire flow demand requirements, irrigation needs and overall water demands.

Relating to Less Restrictive Alternatives/Mitigation Planning:

21. *What is the purpose of the water master plan from a technical perspective? If there are multiple purposes, please list them in order that you believe are most to least meaningful. For example, meeting current demands may be first, followed by meeting future demands, followed by resiliency planning, etc.*

Response: The preparation of a Water Master Plan is both a snap-shot look at your water system as it exists today – and, how it will function under future water demands. Ultimately, the water master planning efforts will identify deficiencies in the form of a Capital Improvement Program (CIP). The CIP will serve as both a Mitigation Plan and suggestions for moving forward as water demand increases and for building resiliency within the system.

22. *Are there measures that could be taken that would address the concerns raised by you more directly than curbing all new development?*

Response: It's premature to answer this question as the water master planning efforts are still ongoing. We believe that requiring good water conservation practices would be beneficial.

23. *In your opinion, what does it mean in the J-U-B presentation on Slide 7 where it includes "Additional supply and storage infrastructure is necessary for near-term and future conditions"? What does near-term mean and/or what is the timeline associated with this verbiage?*

Response: In the Rathdrum Water System Master Plan document, JUB will provide a narrative along with an exhibit to offer guidance to the City of Rathdrum for the future planned improvements, based upon their historical population growth rate, for both proposed storage and added water production wells. The intent of JUB's statement was intended to support the City's FY2027 budgeting process for new facilities.

24. *What further analysis is required before final determinations can be made?*

Response: This is probably answered better in the question #25 below.

25. *What determinations will be available in September once the master plan on the current system is completed? What determinations will be available in December once the master plan on the current system is completed?*

Response: There are 2 deliverable packages being provided as part of JUB's contract. The first deliverable is the analysis for our water system as it exists today. It will identify existing areas where we can make improvements and provide recommendations in the form of a Capital Improvement Program.

The 2nd part of the deliverable will be a computer-simulated hydraulic model of our system that will have the capabilities of analyzing any proposed development opportunities – how such developments could impact our water system and if there are improvements which would coincide with approving of a development. This hydraulic model will need to be constantly updated so that we can best evaluate our water system. We don't want to go the route of Garbage-In-Garbage-Out.

26. Is there any technical reason that Council action cannot wait until that time?

Response: The recommended action is that if City Council believes that there is a concern that water demand is exceeding water production, then it is recommended that water conservation actions be implemented. For context, if our Peak Day Water Demand is 7.5 MGD and we have an estimate population of 12,000, then our Peak Day Water Per Capita is 625 Gallons per Day per Person. In comparison, during the winter months, our Peak Day Water Demand is 125 Gallons per Day per Person. The statistics indicate that, due to irrigation activities during the summer, we're seeing an additional 500 Gallons per Day per Person……and this statistic is excessive.

August 6, 2026

Kevin Jump
City of Rathdrum
8047 West Main Street
Rathdrum, ID 83858

RE: Water System Master Plan Update - Review of City Responses, Scope Limitations, and Potential Contract Amendment

Dear Kevin:

Thank you for meeting with J-U-B (Jon Baune, P.E. and Michelle Johnson P.E.) along with your legal counsel (Emily Smith) on July 29, 2026 to discuss the requested responses to questions regarding the Water System Master Plan update.

As we discussed, J-U-B reviewed the City-provided Memorandum "**Response to Questions Relating to Water Planning Efforts and Preliminary Concerns**" dated August 6, 2026 and prepared by Kevin Jump and Chris Bain. J-U-B takes no exceptions to the general technical portions of the City-prepared responses with the following clarifications:

- Question 7 – Remove the term(s) "by" in advance of the months September and December to remain consistent with the council water system master plan project update on July 8, 2026 and communications with Kevin for two deliverables.

This letter also clarifies J-U-B's current role, scope limitations, and professional obligations related to the ongoing Water System Master Plan.

At this phase of the current project, J-U-B can:

(1) provide a general project status update;
(2) provide the status of ongoing technical analyses; and
(3) review City-prepared responses for general technical consistency.

At this phase in the current project, J-U-B cannot:

(1) issue preliminary or final engineering opinions or conclusions regarding system status, that could be used to support City decisions related to system failure, imminent peril, development impacts, moratorium support, or other policy actions; or
(2) provide sealed engineering findings or determinations prior to the evaluation being completed.

In accordance with Idaho Code § 54-1215, final engineering reports, design information, and calculations must be signed, dated, and sealed by the responsible professional engineer when presented as final work products. Until then, all engineering communications should be considered preliminary observations and progress updates only.

It is not within J-U-B's current scope of work to prepare direct responses to the City's 26 questions, support Council workshops, or develop materials specifically related to potential moratorium actions. These supportive efforts can be provided, if requested, with additional scope and fee, and will delay the completion of the timeline for the existing scope of work.

Determinations regarding imminent peril, moratoriums, or other Council actions are legal and policy decisions within the City's authority. J-U-B's role is limited to providing technical information and engineering analysis.

Contract Amendment and Schedule Considerations

J-U-B may provide additional support beyond the current scope of services through a mutually agreed-upon contract amendment. Such services may include Council workshop support or preparation of responses to City-prepared questions. Because these efforts require reallocation of project resources, they will affect the budget and schedule for completion of the Water System Master Plan. Upon direction from the City, J-U-B will prepare a proposed amendment defining the additional scope, fee, and schedule impacts for review and approval.

Sincerely,



Jon R. Baune, P.E., Project Manager
J-U-B ENGINEERS, Inc.

Northern Lakes Fire Protection District

Proudly serving the areas of and surrounding Hayden and Rathdrum

Hayden Area (208) 772-5711 • Fax: (208) 772-3044
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www.northernlakesfire.com

July 29, 2026

City of Rathdrum
8047 Main St. #1
Rathdrum, ID 83858

Fire Danger and Growth

Attn: Leon Duce

Fire danger and growth actually go hand in hand when development occurs in an area that was once designated as a Wildland Urban Interface or WUI as the City of Rathdrum has been in the past. The WUI is the zone where human development meets or intermingles with undeveloped wildland vegitation. The WUI has a much increased risk of a catastrophic wildfire spreading into residential properties as we have seen in areas like Paradise and Palisades California.

Over 60% of Kootenai County is designated as WUI, but as development continues and the dry unmaintained vegitation and patces or treed areas are removed to make room for urban sprawl these areas are no longer part of the WUI and therefore the potential for a catastrophic wildfire burning structures is greatly reduced. With adequate water supply to fire hydrants, fuel breaks in the form of irrigated green grass, development of roads and improved construction practices the risk of fire is actually reduced. From homes speckled across the landscape with pockets of dry unmaintained fuels that have existed on the Rathdrum Prairie for years to land that has now become fire hardened by creating the defensible space, use of non-combustible roofing like asphalt shingles and installation of fire hydrants on a public system we see a reduction in the catastrophic fire losses.

The rapid extinguishement of residential fires when they occur is made possible by properly located fire stations, adequate staffing levels and adequate fire protection water supplies. Fire protection water supplies are defined as “an approved water supply capable of supplying the required fire flow for fire protection to premises”. The gallon per minute requirement along with the required PSI is there to support each single structure and not a group of structures together. The minimum fire flow requirements for the subdivisions within Rathdrum is required to be 1000 gallons per minute at 20 PSI for 1-hour. Currently there are no concerns from the fire district regarding the pressures or

adequicy of the water systems in Rathdrum. One item to note is that the hydrants within the City are required to be periodically tested and shall be maintained in an operative condition at all times with any defects repaired as they are located.

Should you have any further questions, please don't hesitate to contact our office.

Sincerely,

Tyler Drechsel

Fire Marshal
Northern Lakes Fire Protection District

City of Rathdrum
8047-1 W Main Street
Rathdrum, ID 83858-6476

Legal Department
City Hall (208) 687-0261

LEGAL MEMORANDUM

To: City of Rathdrum Mayor and City Council
From: Emily Smith, City Attorney
Date: August 5, 2026
Re: Overview of Idaho Law and Legal Analysis of City of Rathdrum Moratorium Legal Viability

Purpose of This Memo
This memo provides an overview of land use moratoriums available under Idaho Code and a legal analysis of the legal viability of a moratorium for the City of Rathdrum based on current evidence.

1. Interim Ordinances
An interim ordinance temporarily changes land use standards while the City is preparing, adopting, or amending a plan or plan component. An interim ordinance does not necessarily stop development. Instead, it temporarily changes the standards that apply while the City completes planning work. Examples of temporary standards may include temporary changes to lot size requirements, setbacks; design standards, infrastructure requirements, utility connection standards, or other development regulations. Idaho Code § 67-6524 provides:

> *67-6524. INTERIM ORDINANCES AND MORATORIUMS. If a governing board finds that a plan, a plan component, or an amendment to a plan is being prepared for its jurisdiction, it may adopt interim ordinances as required or authorized under this chapter, following the notice and hearing procedures provided in section 67-6509, Idaho Code.*[1]

To adopt an interim ordinance, the City Council must find that:

a. a plan, plan component, or amendment to a plan is being prepared for the City; and
b. the interim ordinance is required or authorized under Idaho's Local Land Use Planning Act.

An interim ordinance requires notice and a public hearing under Idaho Code § 67-6509. An interim ordinance must state a definite period of time and may not exceed one calendar year.

2. Interim Moratoriums
An interim moratorium is more restrictive than an interim ordinance. It temporarily restricts or stops the issuance of selected classes of permits. In practical terms, an interim moratorium may

[1] Idaho Code § 67-6524

temporarily pause certain development approvals while the City completes planning, infrastructure, or code-related work. Idaho Code § 67-6524 provides:

> *67-6524. INTERIM ORDINANCES AND MORATORIUMS. If a governing board finds that a plan, a plan component, or an amendment to a plan is being prepared for its jurisdiction, it may adopt interim ordinances as required or authorized under this chapter, following the notice and hearing procedures provided in section 67-6509, Idaho Code. The governing board may also adopt an interim moratorium upon the issuance of selected classes of permits if, in addition to the foregoing, the governing board finds and states in writing that an imminent peril to the public health, safety, or welfare requires the adoption of an interim moratorium. An interim ordinance or moratorium shall state a definite period of time, not to exceed one (1) calendar year, when it shall be in full force and effect.*[2]

To adopt an interim moratorium, the City Council must find and state in writing that:

a. a plan, plan component, or amendment to a plan is being prepared for the City; and
b. an imminent peril to the public health, safety, or welfare requires adoption of the interim moratorium.

An interim moratorium requires written findings, notice, and a public hearing under Idaho Code § 67-6509. An interim moratorium must state a definite period of time and may not exceed one calendar year.

3. Emergency Ordinances and Emergency Moratoriums

An emergency ordinance or emergency moratorium is used when immediate action is needed because of an imminent peril to public health, safety, or welfare. Similar to an interim moratorium, an emergency moratorium may temporarily stop the issuance of selected classes of permits, while an emergency ordinance may impose temporary standards or restrictions.

Idaho Code § 67-6523 provides:

> *67-6523. EMERGENCY ORDINANCES AND MORATORIUMS. If a governing board finds that an imminent peril to the public health, safety, or welfare requires adoption of ordinances as required or authorized under this chapter, or adoption of a moratorium upon the issuance of selected classes of permits, or both, it shall state in writing its reasons for that finding. The governing board may then proceed without recommendation of a commission, upon any abbreviated notice of hearing that it finds practical, to adopt the ordinance or moratorium. An emergency ordinance or moratorium may be effective for a period of not longer than one hundred eighty-two (182) days. Restrictions established by an emergency ordinance or moratorium may not be imposed for consecutive periods. Further, an intervening period of not less than one (1) year shall exist between an emergency ordinance or moratorium and reinstatement of the same. To sustain restrictions established by an emergency ordinance or moratorium beyond the one hundred eighty-two (182) day period, a governing board must adopt an interim or regular ordinance, following the notice and hearing procedures provided in section 67-6509, Idaho Code.*[3]

To adopt an emergency ordinance or emergency moratorium, the City Council must find and state in writing that an imminent peril to public health, safety, or welfare requires immediate action.

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[2] Idaho Code § 67-6524

[3] Idaho Code § 67-6523

An emergency ordinance or emergency moratorium may be adopted without a recommendation from the Planning and Zoning Commission, and upon any abbreviated notice of hearing that the Council finds practical. No 15 day notice or public hearing is required.

Pursuant to the code stated above, an emergency ordinance or emergency moratorium may last no longer than 182 days. The same restrictions may not be imposed in consecutive emergency periods. At least one year must pass before reinstating the same emergency ordinance or moratorium. If the City wants to continue the restrictions beyond 182 days, it must adopt an interim or regular ordinance using the notice and hearing procedures in Idaho Code § 67-6509.

4. "Imminent Peril"

The term "imminent peril" is not defined by one clear, universal court rule in the land use context. Courts generally evaluate land use regulations case by case. In general terms, "imminent peril" should mean more than a general concern, isolated incidents, speculation, inconvenience, or policy preference. It should involve a specific, measured, continuous/actual, and immediate threat to public health, safety, or welfare that justifies the chosen temporary government action. Whether a specific situation qualifies depends on the facts and the evidentiary record before the Council.
As detailed in two significant court cases below, temporary land use restrictions are generally evaluated by considering:

a. the governmental purpose and its legitimacy (i.e. the identified "imminent peril" and if it is supported by evidence);
b. the connection or nexus between the restriction and the governmental purpose (i.e. if a moratorium is the appropriate action to address the imminent peril because new development is the cause or is exacerbating the issue, and halting new development will negate or stop the exacerbation of the identified imminent peril); and
c. the impact on affected property owners (i.e. minor impacts are analyzed against significant governmental interferences with established property rights, which typically put a higher burden on the government to support its action).

Dolan v. City of Tigard, 512 U.S. 374 (1994)
In *Dolan*, the United States Supreme Court explained that there must be an essential nexus between a legitimate governmental interest and a permit condition. If such a nexus exists, the government must also show that the results of the governmental action are intended to curb the projected impact of the activity being restricted. Although *Dolan* involved permit conditions, the same general principle is useful when considering how a court will evaluate a moratorium decision by a government and if it is reasonably connected to the public concern being addressed. Essentially, if the Council decides to enact a moratorium halting development, it must show that development is the cause of, or has a nexus to, the governmental purpose behind enacting the moratorium, and that halting development will serve that purpose.[4]

Nollan v. California Coastal Commission, 483 U.S. 825 (1987)
In *Nollan*, the United States Supreme Court addressed whether a permit condition was sufficiently connected to the governmental purpose that would have justified denial of the permit. The general

[4] *Dolan v. City of Tigard*, 512 U.S. 374 (1994)

principle is unless a permit condition serves the governmental purpose enough to justify its impacts, the restriction is not a valid regulation of land use.[5]

Applied generally, the City should be able to explain how halting new development with a moratorium serves the identified governmental purpose of preventing, or decreasing the exacerbation of, a public health, safety, or welfare concern that rises to the level of an imminent peril enough to justify the impacts to property rights. This likely requires an analysis of feasible less restrictive alternatives and why those alternatives were or were not pursued and why they were deemed inappropriate in addressing the governmental purpose.

5. Legal Analysis: Based on Available Information, Does the City Meet the Necessary Requirements to Adopt an Arguably Valid Moratorium?

Before reaching a legal conclusion, it is important to recognize that courts generally give local governments significant deference in land use matters. However, that deference does not eliminate the City's obligation to create a factual record supporting a moratorium.

The 2024 Land Use Handbook produced by Givens Pursley, LLP[6] provides the following helpful summary:

> When a property owner seeks to challenge the issuance of an interim or emergency ordinance or moratorium, the property owner should note that there is a strong presumption favoring the validity of the actions of zoning boards, which includes the application and interpretation of their own zoning ordinances.[7] Still, the municipality should be prepared to show that the burden of the moratorium is shared by the public at large, and is not being visited upon a small minority of landowners. This principle was well stated by the New York Court of Appeals when it stated, "[T]he crucial factor, perhaps even the decisive one, is whether the ultimate economic cost of the benefit is being shared by the members of the community at large, or, rather, is being hidden from the public by the placement of the entire burden upon particular property owners."[8]

This language is important for two reasons. First, courts generally presume that local zoning and land use actions are valid. If a property owner challenges a moratorium, the property owner generally has the burden to rebut that presumption in court. Second, even with that presumption of validity, the City should still be prepared to show that the moratorium is supported by evidence, serves a legitimate governmental purpose, and does not place an unfair or disproportionate burden on a small number of property owners.

With that framework in mind, the question is whether the information currently available to the City is sufficient to support an arguably valid moratorium under Idaho Code. Based on the information reviewed to date, my legal conclusion is that the current record does not appear to support a legally defensible finding that an imminent peril to public health, safety, or welfare exists

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[5] *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987)

[6] Meyer, C. H., Nelson, D. E., & Lee, F. G. (2024). *Idaho Land Use Handbook: The Law of Planning, Zoning, and Property Rights in Idaho*, 110.

[7] *Payette River Property Owners Ass'n v. Bd. of Comm'rs of Valley Cnty*., 132 Idaho 551, 554, 976 P.2d 477, 480 (1999) (Trout, J.) (citing *Howard v. Canyon Cnty. Bd. of Comm'rs*, 128 Idaho 479, 480, 915 P.2d 709, 711 (1996)).

[8] *Charles v. Diamond*, 392 N.Y.S.2d 594, 600, 360 N.E.2d 1295, 1300 (1977).

at this time. As a result, the City does not appear to have sufficient evidence at this time to support an arguably valid moratorium under Idaho Code § 67-6523 or Idaho Code § 67-6524.

Information Reviewed

The legal analysis provided below is based on the following current information:

a. At this time, the City has minimal measured and recorded pressure readings from around the City. The available readings do not appear to show any significant ongoing deficiency in the City's water system. The pressure data reviewed reflects only a few isolated instances where system pressure briefly fell below applicable pressure standards. Those events appear to have lasted for very short periods of time, seconds to minutes, before returning to regular system pressure levels, generally in the range of approximately 50 to 70 psi. Based on the information currently available, these isolated readings do not appear to demonstrate a continuous or ongoing system-wide deficiency.

b. The City has also received several comments from citizens between 2025 and 2026 regarding water pressure concerns. These comments were made during regular City Council public comment periods or during land use public hearings. While these concerns are important for the City to hear and consider, no measurable evidence was provided with those comments. Because the comments were not supported by pressure readings, engineering analysis, or other measurable data, they cannot be relied upon as the evidentiary basis for a legal finding of imminent peril. In other words, citizen concerns may help identify issues for staff and experts to review, but unsupported public comments alone are not enough to support a moratorium.

c. On June 24, 2026, Northern Lakes Fire District Chief Croffoot attended a regular City Council meeting and provided a report on behalf of the Fire District. The City Council had the opportunity to ask questions. In my review of this exchange, no questions relating to water pressure or fire-fighting concerns were raised by the City Council. Additionally, Chief Croffoot did not state or indicate that the City of Rathdrum was facing an immediate threat relating to the City's ability to fight fires, water availability for fire suppression, water pressure, or public safety. Based on that presentation, there does not appear to be Fire District evidence in the current record supporting a finding that the City is facing an imminent peril related to fire-fighting water capacity or water pressure.

d. On July 8, 2026, the City's consulting engineers, J-U-B Engineers, attended a regular City Council meeting and provided a status report regarding the water study and water master plan efforts currently underway. The presentation was provided by Jon Baune, P.E. Mr. Baune clearly stated that the findings presented were preliminary in nature and would need to be verified once the water model was complete. At that time, the water study had not been completed, the water model had not been completed, and the water master planning efforts had not been completed. Based on review of Mr. Baune's PowerPoint slides and the timing of the presentation, the apparent purpose of the presentation was to assist the City Engineer with ongoing planning and budgetary efforts for the FY2027 budget. The City Engineer is requesting substantial funding, totaling approximately $7.5 million, to purchase a water storage tank to support the City's water system. Mr. Baune did state that, preliminarily, his team had observed certain concerns that the City should plan to address in the areas of water storage and supply. However, Mr. Baune did not state that the City is currently facing an imminent threat to public health, safety, or welfare. He also did not state that the City is currently facing a water system emergency or existing system failure. The

only indication that the City's current water system might be insufficient to address a potential future threat occurred when the Mayor asked a speculative worst-case-scenario question. In response, Mr. Baune explained that the City is working through planning efforts to be better prepared for those types of situations. In my legal opinion, that type of preliminary planning discussion does not establish an imminent peril sufficient to support a moratorium.

e. On July 29, 2026, the City received a letter from Tyler Drechsel, Fire Marshal of the Northern Lakes Fire Department addressing the City's fire danger and growth. Within his letter it states, "Currently there are no concerns from the fire district regarding the pressures or adequacy of the water systems in Rathdrum."
f. On July 30, 2026, a list of questions was prepared regarding the information needed to legally support a moratorium. Those questions were presented to Kevin Jump, P.E., City Engineer, Chris Bain, Public Works Director; and Jon Baune, P.E., J-U-B Engineers, who reviewed the prepared response. For purposes of this analysis, these individuals are collectively referred to as the "Experts." This legal analysis is based in significant part on the information provided by the Experts.
g. As examples of current moratoriums in nearby Idaho communities that to my knowledge have not yet been challenged are the Cities of Spirit Lake and Harrison. it appears that the City of Harrison has been required to make upgrades to water and sewer systems, and the City of Spirit Lake has faced DEQ limits requiring upgrades to sewer treatment. By contrast, at this time, I am not aware of any Idaho Department of Environmental Quality notice, order, violation, mandate, or enforcement action requiring the City of Rathdrum to make immediate water system corrections.

Legitimate Governmental Purpose: Is There an Identified Public Health, Safety, or Welfare Peril?

A moratorium must be tied to a legitimate governmental purpose to arguably be deemed as valid by the courts as seen in the court cases provided above. Under Idaho Code, that purpose must rise to the level of an imminent peril to public health, safety, or welfare. The City's water system is objectively related to public health, safety, and welfare. An active and significant threat to the City's water supply, pressure, storage, and fire suppression capacity could be argued to be legitimate governmental concerns.

However, the legal question to support a moratorium under Idaho Code is more specific: Does the current evidence *show an imminent peril to* public health, safety, or welfare that requires a moratorium?

Based on the information currently available, the answer appears to be no. The Experts have identified preliminary planning concerns relating to the City's water system. Those concerns are important and should be addressed through planning, budgeting, conservation efforts, and infrastructure review. However, the current record does not contain verified expert statements or measurable evidence showing a specific present threat to public health, safety, or welfare. The Experts have not concluded that the City is currently experiencing a water system emergency, system failure, or imminent peril.

The City has standards under Idaho Department of Environmental Quality requirements relating to pressure in the water system. Pursuant to IDAPA rules, the City should maintain 40 psi in the water system for safe drinking water purposes, and 20 psi in the water system for fire suppression purposes. These standards are important, but they do not automatically mean that every brief pressure drop creates an imminent peril.
First, the standard is owed to DEQ as part of the City's regulatory obligations. Citizens do not appear to have an individual property right to receive water at any specific pressure. If the City fails to meet applicable DEQ standards, it is DEQ that has regulatory recourse, not individual citizens.

Second, isolated and brief pressure readings below 40 psi or even 20 psi may occur in water systems and do not necessarily rise to the level of an imminent peril. If pressure readings were constant or continuous below applicable standards, for example, if the system operated below 40 psi for a majority of a 48-hour period, then that type of evidence could arguably support a continuous concern.

That is not the information that seems to be currently available here. At this time, the City has only a few isolated readings where water pressure fell below the standard for a brief period before returning to regular system pressure levels, which would arguably not qualify as a continuous or active threat requiring immediate action, nor does it show evidence of a city-wide deficiency. Therefore, based on the current record, I would not classify the available water pressure information as a city-wide imminent peril that would justify a moratorium.

Evidence of Imminence
The concept of "imminent peril" seems to require more than a general concern to be deemed valid by the courts. It arguably requires evidence that the risk is immediate, near-term, or sufficiently likely to occur that temporary restrictions are necessary now; i.e. the impacts resulting from implementing the moratorium must be justified by the identified threat. This is where the difference between a planning concern and an imminent peril becomes important. If the City is relying on water pressure as the basis for a moratorium, the City needs evidence showing that water pressure is truly an existing/active or near-term problem. The evidence should show that the issue is occurring continuously, predictably, or is likely to occur in a way that clearly creates a public health, safety, or welfare threat.

According to the Experts, the current evidence does not appear to show that. The available pressure readings show only brief, isolated dips in pressure. Those readings do not establish that the City's water system is continuously operating below applicable standards, thereby evidencing an active threat, nor do they establish that development is causing an immediate or near-term water pressure failure. The information provided by the Experts appears to relate primarily to future planning, future demand, water storage needs, and infrastructure improvements to serve future growth as it takes place. Those are important issues. However, future planning concerns are not the same as an imminent peril.

At this time, I do not see sufficient evidence or an expert statement showing an immediate or near-term risk related to development that would require the City to halt development in order to protect public health, safety, or welfare.

Connection Between the Identified Governmental Purpose and the Proposed Moratorium
Even if the City could identify a legitimate public health, safety, or welfare concern, the City would also need to show a connection between that concern and the proposed moratorium.

In plain language, the City would need to be able to answer these questions: What is the specific harm?; What types of permits or development activity contribute to that harm?; How will stopping those permits address the harm?; Why are less restrictive alternatives insufficient?

Based on the current information, that connection is not clear. The isolated water pressure drops shown in the pressure reading graphs appear, in most circumstances, to be attributable to wells turning off and on. They do not appear to be clearly attributable to new development.

Furthermore, it appears that any concerning water pressure tendencies identified by the Experts are linked, at least in part, to seasonal irrigation water usage. This weakens the argument that the concerns are caused by new development because the City is not seeing the same water system stressors during the winter months, when irrigation is not being used. That distinction matters legally. If the issue is primarily related to seasonal irrigation demand, then a development moratorium may not be the most direct or legally supportable response. A moratorium on development would stop certain permits or approvals, but it would not directly address existing irrigation practices that appear to contribute to the observed pressure concerns.

If the City's position is that a moratorium is necessary because new development is causing or worsening an imminent peril, then the City must have evidence connecting new development to the identified peril. The City must also be able to show that halting selected classes of permits will actually reduce, stop, or prevent the identified harm.

At this time, the available information does not appear to show that new development is the cause of the isolated pressure drops. It also does not appear to show that halting development would correct those pressure drops or meaningfully address seasonal irrigation-related demand.

In addition, before imposing a moratorium, the City should consider whether less restrictive alternatives are available. These may include completing the water master plan and modeling, prioritizing infrastructure needs and budgeting accordingly, implementing water conservation education, declaring a water emergency under Rathdrum City Code and enforcing irrigation schedules, reviewing water rate tiers, coordinating with DEQ and the Fire District, and educating on landscaping requirements. Based on the current record, the City does not appear to have shown that these alternatives are legally or practically insufficient.

Impact on Property Owners and Scope of a Proposed Moratorium
Courts generally consider whether the government's chosen method is reasonably balanced against the public concern being addressed. A moratorium is an extreme land use measure. It can temporarily halt the exercise of constitutionally protected property rights by stopping certain permits from being issued. Because of that, a moratorium should be used carefully and only when the evidence supports it.

Even if the Council identifies a water system concern, the Council must still justify why a moratorium is the appropriate response. The City must be able to show that the impact on property owners is reasonable in light of the identified public health, safety, or welfare concern.

At this time, the balance appears legally problematic. The information currently available does not show an ongoing significant deficiency in the City's water system. The City's Experts have not stated that the City is facing an imminent peril. The pressure readings reviewed to date show only brief, isolated events rather than a continuous or systemic deficiency. Because the identified concern does not currently appear to rise to the level of an imminent peril, use of a moratorium would likely be viewed as disproportionate. In plain terms, a court could find that the ends do not justify the means.

Based on the information currently available, there does not appear to be a scope of moratorium that would be clearly appropriate at this time. A city-wide moratorium would likely be especially vulnerable because the available evidence does not show a city-wide imminent peril. A narrower moratorium would still require evidence connecting the specific restricted permit classes, development types, or geographic areas to the specific public health, safety, or welfare peril. At this time, that needed evidentiary connection arguably does not appear to exist.

Duration of a Proposed Moratorium

A moratorium must have a definite duration and must not exceed the time allowed by Idaho Code. For an interim moratorium under Idaho Code § 67-6524, the City must be preparing a plan, plan component, or amendment to a plan, which needs to be identified and connected to the imminent peril. The moratorium must state a definite period of time and may not exceed one calendar year. For an emergency moratorium under Idaho Code § 67-6523, the moratorium may last no more than 182 days.

At this time, it is difficult to determine an appropriate duration because the current record does not identify a specific imminent peril requiring a moratorium. If the City were to pursue an interim moratorium based on the ongoing water master plan and modeling efforts, one possible duration could be tied to one of the deliverable dates, which are September for the current condition model, and December for the future condition model. Both time periods would allow a moratorium to fall within the statutory maximum for an interim moratorium. However, the fact that the duration is legally permissible and tied to ongoing plan preparation efforts does not mean the moratorium itself is legally supportable. The City would still need evidence of imminent peril and a clear connection between the peril and the permits being paused.

Planned Mitigation

A moratorium is more defensible when the City can identify what it will do during the moratorium period to resolve the identified peril. For example, the City should be able to identify the plan being completed, the infrastructure project being pursued, the emergency condition being corrected, or the agency approval being obtained, such as DEQ approval as in the cases of the Cities of Spirit Lake and Harrison's moratoriums, along with the funding mechanism being adopted.

At this time, the City is working on significant water system planning efforts, including the water study, water modeling, and water master plan. The City is also considering potential infrastructure improvements, including a water storage tank. However, because the current evidence arguably does not identify a specific imminent peril, it is difficult to identify a specific mitigation plan that a moratorium would accomplish. In other words, the City has planning work underway, but the current record does not show that a moratorium is necessary to allow that work to continue or that a moratorium would directly resolve an identified imminent peril.

Legal Conclusion

Based on the information currently available, including information provided by the City's employed and contracted Experts, I do not believe the City currently has sufficient evidence to support an arguably valid moratorium under Idaho Code.

The City may be able to support legitimate and important water system planning concerns and the City should continue to take those planning efforts seriously. The City should complete the water master plan and modeling efforts, prioritize needed infrastructure improvements, coordinate with DEQ and the Fire District, pursue conservation education, review water rate structures, and educate the public regarding water-conscious landscaping options.

However, those planning concerns do not currently appear to rise to the level of an imminent peril to public health, safety, or welfare that would support a legally valid moratorium.

The current record does not show:

1. A verified expert conclusion that an imminent peril exists;
2. continuous water pressure deficiencies constituting an active and ongoing threat that prompt immediate action;
3. A DEQ notice, order, violation, or enforcement action;
4. A statement from the Fire Department identifying an immediate fire suppression concern;
5. Measurable evidence that new development is causing the identified pressure issues;
6. Evidence that halting development would correct the identified issue; or
7. Evidence that less restrictive alternatives have been utilized and have been deemed insufficient.

For those reasons, a moratorium adopted on the current record would likely be considered invalid by a court because the court could conclude that the moratorium is not supported by sufficient evidence, the impacts resulting from the moratorium is disproportionate or unbalanced compared to the identified concern, and it is not adequately connected to the stated governmental purpose.

At this time, the more legally defensible approach appears to be adoption of a resolution acknowledging the preliminary concerns identified by the City's professionals and directing staff to pursue planning, budgeting, conservation, coordination, rate review, and public education measures. This approach would allow the City to respond proactively while continuing to build a stronger evidential record if future evidence supports additional regulatory or enforcement action.

OPTION A

Resolution

RESOLUTION NO. 2026-

TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RATHDRUM, IDAHO, ACKNOWLEDGING PRELIMINARY WATER SYSTEM CONCERNS IDENTIFIED BY CITY PROFESSIONALS AND DIRECTING STAFF TO PURSUE WATER SYSTEM PLANNING, CONSERVATION, MONITORING, RATE REVIEW, AND PUBLIC EDUCATION MEASURES.

WHEREAS: The City of Rathdrum is responsible for protecting the public health, safety, and welfare of its residents, including through the responsible planning, operation, and maintenance of the City's municipal water system; and

WHEREAS: The City employs and contracts with qualified professionals, including engineering and certified technical experts, to evaluate, monitor, and maintain the City's water system, water demand, infrastructure needs, and future planning requirements; and

WHEREAS: Information collected by the City's employed and contracted professionals as part of the water master plan update efforts has identified certain concerning tendencies related to seasonal irrigation usage water demand; and

WHEREAS: The City Council recognizes that these preliminary concerns warrant prompt attention, continued professional review, dedicated planning and funding efforts, and proactive policy direction; and

WHEREAS: The City Council further recognizes that the City is currently engaged in water master planning and modeling efforts intended to provide more complete technical information regarding existing and future water system needs; and

WHEREAS: The City Council desires to proceed in a manner that is evidence-based and protective of the public interest, while allowing the City to continue gathering and evaluating technical information, and ensuring property rights are not impacted unless absolutely necessary; and

WHEREAS: The City Council desires to direct City staff to proceed with specific actions intended to address water system concerns and promote responsible water use within the City.

NOW THEREFORE, be it resolved by the Mayor and City Council of the City of Rathdrum, Idaho, as follows:

1. The City Council acknowledges that preliminary information provided by the City's professionals, including the City Engineer and the Public Works Director, have identified concerning tendencies related to the City's water system, specifically related to seasonal irrigation usage.
2. **Completion of Water Master Plan and Modeling Efforts.** The City Council directs City staff to work with the City's contracted professionals to complete the water master plan and related water modeling efforts currently under contract with all reasonable haste. Staff shall prioritize timely completion of these efforts so that the City Council may receive updated technical information regarding existing water system conditions, projected future water demand, current and future infrastructure capacity, needed capital improvements,

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where resiliency efforts would be beneficial, and recommended planning and operational responses.

3. **Prioritization and Budgeting for Needed Water Improvements.** City staff is directed to evaluate and recommend a prioritization schedule for budgeting and constructing water system improvements, with priority given to the most necessary and time-sensitive water infrastructure projects.
4. **Water Capitalization Fees.** Once the water master plan has been completed, City staff shall review and update water capitalization fees to ensure all new water connections pay their fair share to be part of the system.
5. **Continue Monitoring and Water Pressure Readings**. City staff shall continue monitoring efforts and shall utilize City equipment to take water pressure readings where new concerns arise and work with adjacent citizens to address issues related to water breaks, leaks, and/or private water issues.
6. **Coordination with DEQ and Fire Department.** City staff is directed to continue working closely with the Idaho Department of Environmental Quality, Northern Lakes Fire District, and other appropriate public agencies to monitor water system needs and ensure that applicable standards are being evaluated and met.
7. **Water Conservation Efforts.** City staff is directed to provide public education regarding water conservation and responsible outdoor water use during irrigation months where water demand peaks. City staff may prepare other public-facing materials related to efficient irrigation practices, leak detection and repair, and typical lawn needs and maintenance. City staff should focus on education first, but per Rathdrum City Code Section 8-1-12, the Public Works Director may declare a water emergency and implement a City-wide irrigation schedule if deemed necessary for further water conservation efforts.
8. **Review of Water Rate Fee Structure.** City staff is directed to review the City's current water rate and fee structure to determine whether modifications, such as additional usage tiers or increased rates for high volume users, may be appropriate to encourage conservation and responsible water use. Staff shall return to the City Council with options for further consideration.
9. **Education on Landscaping Requirements.** City staff is directed to provide public education to citizens and builders regarding the City's current landscaping requirements and water-conscious landscaping options. While grass is required in stormwater areas, including grassy strips and swales, it is not required throughout the residential front yard landscaping. Rathdrum City Code states the following:
    a. Residential front yard landscaping requires 50% green growing material, but that green growing material does <u>not</u> have to be traditional lawn grass;
    b. Homeowners may use other green growing materials that are more drought-resistant than lawn grass, where consistent with Rathdrum City Code; and
    c. The code further allows a homeowner to submit a xeriscape plan for City approval. Upon approval of a xeriscape plan, the required percentage of green growing material may be reduced to 35%.
10. This Resolution does not adopt a moratorium on any selected classes of permits. Rather, this Resolution directs City staff to proceed with planning, budgeting, monitoring, interagency coordination measures, conservation, rate review, and public education, and is intended to address preliminary concerns identified by the City's professionals. Nothing in

this Resolution prevents the City Council from later considering a moratorium consistent with Idaho Code.

This Resolution shall be effective immediately upon its passage and approval.

ADOPTED AND APPROVED BY THE CITY COUNCIL this 12th day of August, 2026.

_____
John Hodgkins, Mayor

ATTEST

_____
Lorrann Morrell, City Clerk

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OPTION B

Moratorium Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF RATHDRUM, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, IMPOSING A [*SELECT ONE: EMERGENCY/INTERIM*] MORATORIUM ON SELECTED CLASSES OF PERMITS AND DEVELOPMENT APPROVALS HEREIN DESCRIBED; STATING WRITTEN FINDINGS OF IMMINENT PERIL TO PUBLIC HEALTH, SAFETY, OR WELFARE; [*FOR INTERIM MORATORIUM:* FINDING THAT A PLAN, PLAN COMPONENT, OR AMENDMENT TO A PLAN IS BEING PREPARED]; PROVIDING FOR EXEMPTIONS; PROVIDING FOR A DEFINITE DURATION OF [*FOR EMERGENCY*: NOT MORE THAN ONE HUNDRED EIGHTY-TWO (182) DAYS] [*FOR INTERIM*: NOT MORE THAN ONE (1) CALENDAR YEAR]; PROVIDING FOR SEVERABILITY; [*FOR EMERGENCY*: DECLARING AN EMERGENCY]; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rathdrum is a municipal corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, the City Council is responsible for protecting the public health, safety, and welfare; and

[*FOR EMERGENCY MORATORIUM*: WHEREAS, Idaho Code § 67-6523 authorizes a governing board to adopt an emergency ordinance or emergency moratorium upon the issuance of selected classes of permits if the governing board finds and states in writing that an imminent peril to the public health, safety, or welfare requires adoption of the ordinance or moratorium; and

WHEREAS, the abbreviated notice provided prior to adoption of this Ordinance consisted of _____; and]

[*FOR INTERIM MORATORIUM*: WHEREAS, Idaho Code § 67-6524 authorizes a governing board to adopt an interim moratorium upon the issuance of selected classes of permits if the governing board finds that a plan, plan component, or amendment to a plan is being prepared for its jurisdiction, follows the notice and hearing procedures provided in Idaho Code § 67-6509, and finds and states in writing that an imminent peril to the public health, safety, or welfare requires adoption of the interim moratorium; and

WHEREAS, the City Council finds that the following plan, plan component, or amendment to a plan is being prepared for the City's jurisdiction: _____; and

WHEREAS, the City has followed the notice and public hearing procedures required by Idaho Code § 67-6509 prior to adoption of this Ordinance; and]

WHEREAS, the City Council finds that the moratorium imposed by this Ordinance is reasonably related to the identified imminent peril and is intended to temporarily prevent additional impacts while the City takes the actions identified herein.

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of Rathdrum, Idaho, as follows:

Section 1. Authority

[*FOR EMERGENCY MORATORIUM*: This Ordinance is adopted pursuant to Idaho Code § 67-6523 and the City's general police powers under Idaho law.]

[*FOR INTERIM MORATORIUM*: This Ordinance is adopted pursuant to Idaho Code § 67-6524, following the notice and hearing procedures provided in Idaho Code § 67-6509, and pursuant to the City's general police powers under Idaho law.]

Section 2. Findings of Fact
The City Council makes the following findings of fact:

A. Identified imminent peril
The City Council finds that the following specific condition constitutes an imminent peril to public health, safety, or welfare:

_____
_____.

B. Evidence supporting the finding
The City Council relies on the following evidence:

_____
_____.

C. Immediacy of the peril
The City Council finds that the peril is immediate or near-term, rather than speculative or only a future planning concern, evidenced by:

_____
_____.

D. Connection to selected permits
The City Council finds that the selected classes of permits and development approvals subject to this Ordinance will directly contribute to or exacerbate the imminent peril evidenced by:

_____
_____.

E. Necessity of moratorium
The City Council finds that a moratorium is necessary because:

_____
_____.

F. Less restrictive alternatives
The City Council has considered the following less restrictive alternatives:

_____

_____.
The Council finds those alternatives are insufficient to address the imminent peril with sufficient immediacy because:

_____

_____.

Section 3. Scope
The City Council finds that the scope of this Ordinance is limited to the selected classes of permits and approvals that are directly connected to the identified imminent peril because:

_____

_____.

Section 4. Burden on property owners
The City Council finds that the burden imposed by this Ordinance is reasonably distributed and not unfairly placed on a small minority of property owners because:

_____

_____.

Section 5. Moratorium Imposed
A moratorium is hereby imposed on the [*SELECT ONE OR MORE*: acceptance/approval/issuance] of the following selected classes of permits:
[*SELECT ONE OR MORE:* building permit, subdivision approval, development approval, preliminary plat, final plat, site plan, and/or *CREATE A SPECIFIC CATCHALL RELATED TO THE IDENTIFIED IMMINENT PERIL*]

This moratorium shall not apply to permits or approvals issued before the effective date of this Ordinance; applications submitted and pending before the effective date of this Ordinance; permits, applications or approvals do not require a new water connection and do not materially increase water demand; emergency repairs necessary to protect health, safety, or property; City water system improvements or other public infrastructure projects; conservation, irrigation-efficiency, or xeriscape-related improvements; permits or approvals necessary to comply with an order of a court or regulatory agency; and any other permit or approval that the City Council determines, based on written findings, will not contribute to or exacerbate the imminent peril identified in this Ordinance.

Section 6. Planned Mitigation During Moratorium and Funding
During the effective period of this Ordinance, the City shall undertake the following actions to address the imminent peril:
A. _____;
B. _____;
C. _____;

The City has identified the following funding or funding sources for the actions to be undertaken during the moratorium period:
A. _____;
B. _____;

C. _____;

Section 8. Duration
[*FOR EMERGENCY MORATORIUM*: This emergency moratorium shall be effective for a period of _____ days from the effective date of this Ordinance, not to exceed one hundred eighty-two (182) days.]

[*FOR INTERIM MORATORIUM*: This interim moratorium shall be effective for a period of _____ days/months from the effective date of this Ordinance, not to exceed one (1) calendar year.]

This Ordinance shall expire automatically on _____, unless earlier repealed by the City Council.

Section 9: Limitation on Consecutive Periods or Extensions

[*FOR EMERGENCY MORATORIUM*: This emergency moratorium shall not be imposed for consecutive periods. The same restrictions shall not be reinstated unless an intervening period of not less than one (1) year has passed, as required by Idaho Code § 67-6523. If the City seeks to sustain restrictions beyond the 182-day period, the City must adopt an interim or regular ordinance following the notice and hearing procedures provided in Idaho Code § 67-6509.]

[*FOR INTERIM MORATORIUM*: This interim moratorium shall not exceed one (1) calendar year. Any further regulation after expiration of this Ordinance shall require separate action by the City Council in accordance with applicable Idaho law.]

Section 10. Severability
The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been exempt therefrom.

Section 11. Emergency Declaration and Effective Date
[*FOR EMERGENCY MORATORIUM*: The City Council finds and declares that an emergency exists due to the imminent peril to public health, safety, or welfare described in this Ordinance. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the newspaper of the city of Rathdrum, and upon such publication shall be in full force and effect.]

[*FOR INTERIM MORATORIUM*: After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the newspaper of the city of Rathdrum, and upon such publication shall be in full force and effect.

ENACTED BY City Council as an ordinance of the City of Rathdrum on the _____ day of _____, 2026.

_____
John Hodgkins, Mayor

Attest:

_____
Lorrann Morrell, City Clerk

RESOLUTION NO. 2026-

TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RATHDRUM, IDAHO, ACKNOWLEDGING PRELIMINARY WATER SYSTEM CONCERNS IDENTIFIED BY CITY PROFESSIONALS AND DIRECTING STAFF TO PURSUE WATER SYSTEM PLANNING, CONSERVATION, MONITORING, RATE REVIEW, AND PUBLIC EDUCATION MEASURES.

WHEREAS: The City of Rathdrum is responsible for protecting the public health, safety, and welfare of its residents, including through the responsible planning, operation, and maintenance of the City's municipal water system; and

WHEREAS: The City employs and contracts with qualified professionals, including engineering and certified technical experts, to evaluate, monitor, and maintain the City's water system, water demand, infrastructure needs, and future planning requirements; and

WHEREAS: Information collected by the City's employed and contracted professionals as part of the water master plan update efforts has identified certain concerning tendencies related to seasonal irrigation usage water demand; and

WHEREAS: The City Council recognizes that these preliminary concerns warrant prompt attention, continued professional review, dedicated planning and funding efforts, and proactive policy direction; and

WHEREAS: The City Council further recognizes that the City is currently engaged in water master planning and modeling efforts intended to provide more complete technical information regarding existing and future water system needs; and

WHEREAS: The City Council desires to proceed in a manner that is evidence-based and protective of the public interest, while allowing the City to continue gathering and evaluating technical information, and ensuring property rights are not impacted unless absolutely necessary; and

WHEREAS: The City Council desires to direct City staff to proceed with specific actions intended to address water system concerns and promote responsible water use within the City.

NOW THEREFORE, be it resolved by the Mayor and City Council of the City of Rathdrum, Idaho, as follows:

1. The City Council acknowledges that preliminary information provided by the City's professionals, including the City Engineer and the Public Works Director, have identified concerning tendencies related to the City's water system, specifically related to seasonal irrigation usage.
2. **Completion of Water Master Plan and Modeling Efforts.** The City Council directs City staff to work with the City's contracted professionals to complete the water master plan and related water modeling efforts currently under contract with all reasonable haste. Staff shall prioritize timely completion of these efforts so that the City Council may receive updated technical information regarding existing water system conditions, projected future water demand, current and future infrastructure capacity, needed capital improvements,

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where resiliency efforts would be beneficial, and recommended planning and operational responses.

3. **Prioritization and Budgeting for Needed Water Improvements.** City staff is directed to evaluate and recommend a prioritization schedule for budgeting and constructing water system improvements, with priority given to the most necessary and time-sensitive water infrastructure projects.
4. **Water Capitalization Fees.** Once the water master plan has been completed, City staff shall review and update water capitalization fees to ensure all new water connections pay their fair share to be part of the system.
5. **Continue Monitoring and Water Pressure Readings**. City staff shall continue monitoring efforts and shall utilize City equipment to take water pressure readings where new concerns arise and work with adjacent citizens to address issues related to water breaks, leaks, and/or private water issues.
6. **Coordination with DEQ and Fire Department.** City staff is directed to continue working closely with the Idaho Department of Environmental Quality, Northern Lakes Fire District, and other appropriate public agencies to monitor water system needs and ensure that applicable standards are being evaluated and met.
7. **Water Conservation Efforts.** City staff is directed to provide public education regarding water conservation and responsible outdoor water use during irrigation months where water demand peaks. City staff may prepare other public-facing materials related to efficient irrigation practices, leak detection and repair, and typical lawn needs and maintenance. City staff should focus on education first, but per Rathdrum City Code Section 8-1-12, the Public Works Director may declare a water emergency and implement a City-wide irrigation schedule if deemed necessary for further water conservation efforts.
8. **Review of Water Rate Fee Structure.** City staff is directed to review the City's current water rate and fee structure to determine whether modifications, such as additional usage tiers or increased rates for high volume users, may be appropriate to encourage conservation and responsible water use. Staff shall return to the City Council with options for further consideration.
9. **Education on Landscaping Requirements.** City staff is directed to provide public education to citizens and builders regarding the City's current landscaping requirements and water-conscious landscaping options. While grass is required in stormwater areas, including grassy strips and swales, it is not required throughout the residential front yard landscaping. Rathdrum City Code states the following:
    a. Residential front yard landscaping requires 50% green growing material, but that green growing material does <u>not</u> have to be traditional lawn grass;
    b. Homeowners may use other green growing materials that are more drought-resistant than lawn grass, where consistent with Rathdrum City Code; and
    c. The code further allows a homeowner to submit a xeriscape plan for City approval. Upon approval of a xeriscape plan, the required percentage of green growing material may be reduced to 35%.
10. This Resolution does not adopt a moratorium on any selected classes of permits. Rather, this Resolution directs City staff to proceed with planning, budgeting, monitoring, interagency coordination measures, conservation, rate review, and public education, and is intended to address preliminary concerns identified by the City's professionals. Nothing in

this Resolution prevents the City Council from later considering a moratorium consistent with Idaho Code.

This Resolution shall be effective immediately upon its passage and approval.

ADOPTED AND APPROVED BY THE CITY COUNCIL this 12th day of August, 2026.

_____
John Hodgkins, Mayor

ATTEST

_____
Lorrann Morrell, City Clerk

DRAFT

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

Memo

To: City Council

From: Kevin Jump

CC:

Date: August 10, 2026

Re: Water Master Planning – Supplemental Agreement

Following the 7.22.26 City Council meeting, we asked JUB to provide a follow-up presentation to the Rathdrum City Council so that we can specifically address questions pertaining to their Water Master Plan findings.

JUB indicated that they are still preparing the Water Master Plan and will not have official findings until late-September ’26. Therefore, any discussions about findings are premature until the Water Master Plan report is stamped/certified, and then accepted by DEQ. They mentioned that at the 7.8.26 City Council meeting, they provided an update to their efforts and also indicated that they wanted to support the City in their ongoing operating budget discussions; thus, they indicated that it might be prudent to consider obligating funds for a new water storage tank and possibly a new water production well. It should be noted that specific recommendations for these 2 items have not yet been confirmed.

JUB wanted to point out that preparing for a City Council meeting presentation, where the scope of the questions are unknown, while recognizing that many of the questions may not be able to be specifically answered due to their Water Master Planning efforts being incomplete, would require a significant amount of both time and effort, which in turn would delay the deliverable date for the Water Master Plan and add considerable expense as it is outside of the contract scope of work.

For your consideration, I’m herein providing a supplemental agreement to JUB’s current professional services agreement.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Authorization for Contract Amendment No. 2

CLIENT: City of Rathdrum

Project Name: Water System Master Plan Update

J-U-B Project Number: RP-25-00024

1. *Amendments.* The following amendments to the Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing City of Rathdrum Water System Master Plan Update, dated NA (Received 3/28/2025), and Amendment No. 001, dated 4/8/2026. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

   During the ongoing Water System Master Plan Update, the City requested additional assistance beyond the original scope of services including review of City-prepared responses to questions, participation in Council meetings, and development of supporting technical information. Under the existing agreement, J-U-B's services are limited to completion of the technical analyses and master planning work.

   To support the City's additional needs, J-U-B may provide supplemental services through this Additional Services Agreement. These services may include City Council workshop facilitation and attendance, preparation of preliminary observations and progress updates, preparation of responses to City-prepared questions, or other mutually agreed-upon technical support services all within the scope of J-U-B's professional opinion of the current status of the City's water system based on data collected. Because these efforts are outside the original scope of work, they require additional budget, resources, and schedule adjustments and will affect completion of the Water System Master Plan Update.

   The City agrees that J-U-B shall only be required to answer questions at the special workshop meeting that have been submitted to J-U-B at least one (1) week before the scheduled meeting date to allow time for J-U-B to adequately prepare a response.

   All engineering communications shall be considered preliminary observations and progress updates only until final engineering reports are issued.

2. *Verbal Authorization by CLIENT, if Applicable.* J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

   _____ _____
   Name *Date*

3. *Payment for* Amendments. Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

   Other Basis for Payment (and Schedule):

   The specific scope and level of effort associated with these supplemental services cannot be fully defined at the time of this Amendment. Accordingly, a fixed fee cannot be established. Additional services requested by the CLIENT shall be authorized and tracked under Task 900, Additional Support Services. Work will be performed on a time-and-materials basis and invoiced in accordance with the Agreement. The contract amount shall be increased through mutually agreed upon Task Orders or written authorizations issued under Task 900 as the need for services is identified.

4. *Schedule of Services.* Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

   The supplemental services contemplated under this Amendment are intended to support City requests that arise during completion of the Water System Master Plan Update. Because the nature, timing, and extent of these requested services cannot be fully defined at this time, the schedule impacts cannot be quantified in advance.
   Performance of additional services under Task 900 will require reallocation of project resources and will affect delivery dates associated with the original scope of work. Any material schedule impacts resulting from authorized additional services will be communicated to the CLIENT as they become known and incorporated into subsequent Task Orders or written authorizations, as applicable.

Dated this ____day of _____, 2026,

CLIENT

By: _____
Project Representative or Authorized Signatory for CLIENT

_____
Print or Type Name and Title

J-U-B ENGINEERS, Inc.

By: _____
Project Representative or Authorized Signatory for J-U-B

_____
Print or Type Name and Title

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF RATHDRUM, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE NEW TITLE 11: ADEQUATE PUBLIC FACILITIES, OF THE RATHDRUM CITY CODE AS FOLLOWS:

PROVIDING RATHDRUM CITY CODE SECTION 11-1-1 FOR PURPOSE AND AUTHORITY, PROVIDING RATHDRUM CITY CODE SECTION 11-1-3 FOR APPLICABILITY; PROVIDING RATHDRUM CITY CODE SECTION 11-1-3 FOR FACILITIES COVERED INCLUDE WATER, SEWER, STORMWATER, TRANSPORTATION, PARKS AND GREEN/OPEN SPACE, AND EMERGENCY SERVICES; PROVIDING RATHDRUM CITY CODE SECTION 11-1-4 FOR STANDARDS OF ADEQUACY FOR EACH FACILITY; PROVIDING RATHDRUM CITY CODE SECTION 11-1-5 FOR MITIGATION MEASURES; PROVIDING RATHDRUM CITY CODE SECTION 11-1-6 FOR ENFORCEMENT; PROVIDING THAT THE REMAINING EXISTING SECTIONS OF THE RATHDRUM MUNICIPAL CODE SHALL REMAIN VALID AND IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

NOW THEREFORE, BE IT ORDAINED by the City of Rathdrum, Kootenai County, Idaho, as follows:

Section 1. That new Title 11 of the Rathdrum City Code shall be adopted as follows:

TITLE 11: ADEQUATE PUBLIC FACILITIES

Section 11-1-1: Purpose and Authority

This title grants the City of Rathdrum the power to ensure that new development is approved only when adequate public facilities and utilities are available or reasonably assured, thereby protecting public health, safety, welfare and the fiscal capacity of the City.

No final plat, building permit, or certification of occupancy shall be issued unless all applicable facilities meet adopted adequacy standards or are guaranteed through bonded improvements with defined completion timelines.

This title is adopted under the City's land-use/development authority, subdivision regulation power, and utility/infrastructure extension roles.

Section 11-1-2: Applicability

A. This title applies to all major land-use actions including, but not limited to, 1) zone changes, 2) subdivisions, 3) multifamily developments (4+ units), 4) planned unit developments (PUDs), 5) annexations, and 6) commercial/industrial/institutional developments. Phased or segmented applications under common ownership or control shall be considered a single development for purposed of this Title.

B. An analysis of the public facilities covered under this title is triggered at each of the following stages:

a. Annexation application is received
b. Zone change (map amendment) application is received
c. Preliminary Plat application is received – applies to short and long plats
d. Site Plan Submittal for commercial/institutional/industrial/multifamily (4+ units) development in accordance with this Section

(Hereinafter collectively "Proposed Development")

C. Exemptions: 1) minor infill development (defined as development generating equal to or less than seventy-five (75) trips per day per the ITE Trip Generation Manual or fewer than four (4) residential dwelling units), 2) non-dwelling accessory units, or 3) tenant improvements not requiring Site Plan Submittal.

D. Expiration: Notwithstanding the triggers in subsection B, all reviews completed, and/or any approvals given, for each submission, pursuant to this Title shall expire if infrastructure has not commenced construction within eighteen (18) months from the date of approval.

Section 11-1-3: Facilities Covered

The following facilities are subject to an adequacy review, which shall be completed in accordance with this Title prior to the approval of any application received, the execution of any agreement, and/or the commencement of construction. All facilities listed below must be evaluated for adequacy. Adequacy shall consider cumulative impacts of approved but unbuilt developments. A finding "No Impact" must be supported by a written analysis approved by the City. If a facility is not currently impacted, but will be impacted at buildout, the adequacy determination must consider full buildout conditions. Any facility that is not yet be part of a Proposed Development shall simply be accompanied in the adequacy review with a "Not applicable at this time."

A. Municipal water supply/distribution
B. Municipal sanitary sewer
C. Stormwater system
D. Transportation network
E. Parks and green/open space
F. Emergency services
G. Other utilities/infrastructure extensions associated with development (utilities mains, etc.).

Section 11-1-4: Standards of Adequacy

Each public facility listed in Section 11-1-3 that is subject to an adequacy review under this Title shall have a standard of adequacy that all Proposed Development must at least meet. The applicant bears the burden of demonstrating current compliance with all adequacy standards throughout development. If, upon review of the Proposed Development, any of the following standards of adequacy are not met, the Proposed Development shall be required to implement mitigation measures from those listed in Section 11-1-5, based on adopted master plans, capital improvement plans, and objective engineering standards, that is proportionate to the development's impact. The applicant must agree to comply with all required mitigation measures to be eligible for approval.

A. **Municipal Water:** The City Engineer shall review the Proposed Development within the City's provided hydrological model to confirm that the following standards of adequacy are met by the Proposed Development for the water system:
    1. Uncommitted capacity/quantity in the distribution system (includes sufficient water rights and pumping capabilities) sufficient to serve 150% of the maximum lot buildout of the Proposed Development;
    2. Minimum fire-flow of 20 psi within the Proposed Development;

3. No measurable detriment resulting in fire-flows at any existing development to go below 20 psi at any time measured during a consecutive 48-hour period;
4. Minimum water pressure for each proposed building and/or lot of the development of 40 psi;
5. No measurable detriment resulting in water pressure at any existing development to go below 40 psi at any time measured during a consecutive 48-hour period;
6. Inclusion of construction of any water extensions or mains, wells, pumps, storage, and/or any other system improvement where necessary and/or required by the City's adopted Water Master Plan;
7. Dedication of any necessary or required easements or right-of-way for water infrastructure; and
8. Dedication of water rights and payment of water capitalization fees, to ensure future system expansion is financed by growth.

"Measurable detriment" as used in this section means any reduction causing service levels to fall below adopted minimum standards.

If the simulated hydrological model is unavailable, then traditional hydrological modeling may be used and physical measurements can be taken at the applicable points of connection or service.

B. **Municipal Sanitary Sewer**: The City Engineer shall review the proposed development to confirm that the following standards of adequacy are met by the proposed development for the sewer system:

1. Capacity at treatment plant or major trunk lines with available capacity per capacity limits set within the agreement with the City's wastewater treatment provider;
2. Developer to guarantee/construct offsite lines if necessary;
3. Inclusion of construction of any sewer extensions or mains, lift stations, and/or any other system improvement where necessary and/or required by the City's adopted Sewer Master Plan;
4. Dedication of any necessary or required easements or right-of-way for sewer infrastructure; and
5. Payment of connection fees or capitalization fees to accommodate projected new users or volume of additional flow.

C. **Stormwater**: The City Engineer shall review the proposed development to confirm that the following standards of adequacy are met by the proposed development for the stormwater system:

1. Inclusion of all necessary swales and infrastructure necessary to provide adequate drainage and snow storage for the proposed development;
2. Inclusion of any additional infrastructure necessary if there is flood risk; and
3. Dedication of any necessary or required easements or right-of-way for stormwater infrastructure.

D. **Transportation Network**: The City Engineer shall review the Proposed Development to confirm that the following standards of adequacy are met by the proposed development for the city's transportation network:

1. Require a traffic impact study for the Proposed Development estimating new trips generated (peak hour, daily), how they affect key intersections, roads, pedestrian/bike networks, and whether existing level of service (LOS) standards will be degraded below the carrying capacity of a street and/or adopted standards;
2. Minimum LOS for intersections and road segments is Level D, however if the Proposed Development causes significant impact dropping any road segment or intersection two (2) or more letter grades, then mitigation is required per the Transportation Master Plan or other adopted plans, including the adopted Capital Improvement Plan;
3. Based on the study and the adopted Transportation Master Plan or other adopted plans and standards, including the adopted Capital Improvement Plan (CIP), require on and off-site improvements (road widening, turn lanes, intersection/signal upgrades, pedestrian/bike paths, sidewalks, bicycle lanes, crosswalks) necessary to maintain acceptable carrying capacity, traffic/level of service, and safety standards;
4. Dedication of right-of-way, frontage improvements (curb, gutter, sidewalk, bike lane) along the property fronting a street or along key access routes to the development; and
5. Payment of traffic circulation impact fee to accommodate network impact.

E. **Parks and Green/Open Space**: The Parks and Recreation Director shall review the proposed development to confirm that the following standards of adequacy are met by the proposed development for the city's park/open space areas:

1. Dedication/donation of park land and/or open space in accordance with adopted Parks Plan and adopted Capital Improvements Plan (CIP);
2. Inclusion of construction of park or open space infrastructure in accordance with adopted Parks Plan, City code, or as required by the City;
3. Inclusion of private required green or open space and buffer tracts in compliance with the adopted code requirements; and
4. Payment of park circulation impact fee to accommodate park impact.

F. **Emergency Services**: The Police Chief and Northern Lake Fire Department shall review the proposed development to confirm that the following standards of adequacy are met by the proposed development for emergency services:

1. Emergency services serve the proposed development;
2. Inclusion of construction of improved access points: e.g., ensure minimum road widths, turnarounds for fire trucks, adequate signage, dedicated emergency vehicle access lanes;
3. Inclusion of adequate on-site fire suppression infrastructure (e.g., hydrants, fire flow, access roads meeting fire apparatus requirements, location and number of hydrants);

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4. Inclusion of any necessary donations of land for future emergency services infrastructure per adopted plans, such as the adopted Capital Improvement Plan (CIP), and/or code requirements; and
5. Payment of police department, fire department, and emergency medical services impact fees to accommodate emergency services impact.

Section 11-1-5: Mitigation Measures

Below are lists of potential mitigation measures that the City can supply if a reviewed facility of the Proposed Development does not meet an adequacy standard listed above. The following mitigation measures shall be confirmed by the adopted master plans for the facility. If agreed or required by the City, the developer can deliver funds for the necessary mitigation measure rather than completing it. Said funds shall be in an amount approved by the City and any fee in lieu of construction must demonstrate a rational nexus and rough proportionality to the development's impact and must be allocated to a funded and scheduled capital improvement.

A. **Municipal Water**
- If capacity is lacking then require the developer to either assist in obtaining additional water rights or contribute to or construct any necessary improvements (water main extensions, looping, additional storage) or limit occupancy/units until capacity is available.
- If measurable detriment to water pressure resulting in sub-standard performance at Proposed Development or at existing development, require conveyance of land/easements and installation of all on-site water utilities and off-site or improvements (e.g., fire flow upgrades, additional pumps, wells, storage) or if required by the Water Master Plan.
- Phase construction of public infrastructure until the water system improvements required to serve the development are completed or bonded.
- Require monitoring/verification: e.g., the developer submits a hydraulic analysis showing the development's impact on distribution pressure, and the city finds that existing/proposed system meets minimum standards.

B. **Municipal Sanitary Sewer**
- If capacity is inadequate, require improvements (major trunk lines, lift stations, etc.) or limit occupancy/units until capacity is available.
- Require conveyance of land/easements and construction of on-site and off-site sewer collection and conveyance systems (mains, laterals, manholes, lift stations) and any required pump station modifications or force mains, if needed to serve the development or in accordance with the Sewer Master Plan.
- Phase construction of public infrastructure until the sanitary sewer system improvements required to serve the development are completed or bonded.

C. **Transportation Network**
- Require conveyance of additional land/easements and/or further construction of on-site and off-site improvements (road widening, turn lanes, intersection/signal upgrades, pedestrian/bike paths, sidewalks, bicycle lanes, crosswalks) if needed to serve the development, in accordance with the Transportation Master Plan, or if deemed necessary for safety purposes.
- Phase construction of public infrastructure until the transportation system improvements required to serve the development are completed or bonded

- Require monitoring: the city may require post-construction traffic counts or monitoring of the new development's trips and if actual impacts exceed projections, the developer may be required to fund additional mitigations.

D. **Parks and Green/Open Space**

- Require tracts and green spaces in accordance with City code (may include an acreage requirement per lots being developed)
- Require buffers along road frontages as needed.
- Require additional scenic route/open space requirements as needed.
- Require park or open space infrastructure be constructed in accordance with City code or the Parks Plan.

11-1-6: Enforcement

Failure to complete required mitigation shall result in withholding of permits, denials of occupancy, or revocation of approvals.

Section 2. Validity of Existing Ordinances

Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution or enforcement for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the city of Rathdrum City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

Section 3. Severability.

The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been exempt therefrom.

Section 4. Repealing of Conflicting Provisions.

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

Section 5. Effective Date.

After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the newspaper of the city of Rathdrum, and upon such publication shall be in full force and effect.

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ENACTED BY City Council as an ordinance of the City of Rathdrum on the 12th day of August, 2026.

CITY OF RATHDRUM

_____

John Hodgkins, Mayor

ATTEST:

_____

Lorrann Morrell, City Clerk

DRAFT

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF RATHDRUM, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING TITLE 2: BOARDS AND COMMISSIONS, CHAPTER 1: PLANNING AND ZONING COMMISSION, OF THE RATHDRUM CITY CODE AS FOLLOWS:

AMENDING RATHDRUM CITY CODE (RCC) SECTION 2-1-2 TO MATCH IDAHO STATE CODE SECTION 67-6504 PROVIDING THAT THE MINIMUM QUALIFICATIONS FOR AN APPOINTED COMMISSION MEMBER INCLUDE RESIDING IN THE COUNTY FOR AT LEAST TWO (2) YEARS PRIOR TO APPOINTMENT AND REMAINING A RESIDENT OF THE COUNTY DURING THE SERVICE ON THE COMMISSION; PROVIDING THAT THE REMAINING EXISTING SECTIONS OF THE RATHDRUM MUNICIPAL CODE SHALL REMAIN VALID AND IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Rathdrum, Kootenai County, Idaho, as follows:

Section 1. That Section 2-1-2 of the Rathdrum City Code shall be, and the same is amended as follows:

Section 2-1-2: QUALIFICATIONS

In accordance with Idaho Code section 67-6504, an appointed member of a commission must have resided in the county for at least two (2) years prior to his or her appointment, and must remain a resident of the county during his or her service on the commission. ~~each member of the planning and zoning commission shall have been a qualified elector of the county for a minimum of two (2) years at the time of his or her appointment and during his or her service on the commission.~~ Commission members must reside within the city limits, except that one commission member may reside within the area of city impact. (Ord. 462, 5-9-2006)

Section 2. Validity of Existing Ordinances

Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution or enforcement for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the city of Rathdrum City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

Section 3. Severability.

The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Ordinance No.

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ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been exempt therefrom.

Section 4. Repealing of Conflicting Provisions.

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

Section 5. Effective Date.

After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the newspaper of the city of Rathdrum, and upon such publication shall be in full force and effect.

ENACTED BY City Council as an ordinance of the City of Rathdrum on the 12th day of August, 2026.

CITY OF RATHDRUM

_____

John Hodgkins, Mayor

ATTEST:

_____

Lorrann Morrell, City Clerk

DRAFT

PROPERTY DONATION AND WATER INFRASTRUCTURE AGREEMENT
RE: PARCEL NO. R00000070100

This Property Donation and Water Infrastructure Agreement ("Agreement") is entered into effective as of _____, 2026 ("Effective Date"), by and between the City of Rathdrum, an Idaho municipal corporation ("City"), and AG4IDAHO, LLC, an Idaho Company, WKLV, LLC, an Idaho Company, Douglas Meyer and Katheryn Meyer, and Walter Meyer and Valerie Meyer (collectively referred to as "Owner"). City and Owner may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Owner owns certain real property located in or near the City of Rathdrum, Kootenai County, Idaho, more particularly described in Exhibit A attached hereto ("Subject Property"); and

WHEREAS, Owner submitted a rezone application concerning the Subject Property, identified as the Bunchgrass Rezone ("Bunchgrass Rezone"); and

WHEREAS, the City approved the Bunchgrass Rezone subject to the voluntarily agreed upon condition that Owner donate land to the City for a municipal water storage tank and well site ("Rezone Condition"); and

WHEREAS, Owner subsequently requested reconsideration of the Rezone Condition and requested a takings analysis concerning the Rezone Condition; and

WHEREAS, following further discussions, the Parties desire to resolve the pending issues regarding the Rezone Condition by entering into this Agreement, pursuant to which Owner will donate to the City a site approximately two hundred feet by two hundred feet in size for municipal water facilities, together with related access, utility, and construction rights, and the City will provide certain acknowledgments and infrastructure commitments as set forth herein; and

WHEREAS, the Parties intend this Agreement to document a voluntary conveyance of real property and related obligations and not to limit or impair the City's legislative discretion, subdivision and zoning authority, or other governmental authority, except as expressly provided herein and allowed by law.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Property Donation to City**
   a. **Donation Site.** In accordance with the Rezone Condition for the Bunchgrass Rezone Owner shall donate and convey to the City, at no cost to the City except as expressly stated in this Agreement, a parcel of land approximately 200 feet by 200 feet in size, consisting of approximately 40,000 square feet, located at the southwest corner of the Subject Property, as generally depicted on Exhibit B ("Donation Site") no later than **November 5, 2026** (120 days from the date of final decision on July 8, 2026). The precise boundaries and legal description of the Donation Site shall be established by survey and legal description prepared by a licensed Idaho surveyor furnished by Owner. The final location shall be generally consistent with Exhibit B, subject to reasonable minor modifications required for engineering, surveying, access, utility, topographic, drainage, geotechnical, or engineering considerations. Upon Owner's full performance of the conveyance, the donation-related portion of the Rezone Condition shall be deemed satisfied.
   b. **Form of Conveyance.** Owner shall convey the Donation Site to the City by warranty deed, statutory warranty deed, or other form of deed acceptable to the City Attorney. The conveyance shall be free and clear of all monetary liens, encumbrances, leases, possessory interests, and title exceptions unacceptable to the City, except for permitted exceptions approved in writing by the City. The conveyance shall include all rights reasonably necessary or convenient for the City's use, operation, maintenance, repair, replacement, and expansion of public water facilities on the Donation Site.
   c. **Access and Construction Easements.** As part of the conveyance, Owner shall grant to the City, at no cost to the City, a 50-foot access easement and temporary construction easement for the City to reasonably access and utilize the Donation Site. Such easements shall include, without limitation, rights of ingress and egress for vehicles, equipment, and materials of City personnel or their assignees to the Donation Site. The final location, width, duration, and legal descriptions of such easements shall be determined by the City Engineer based on engineering, construction, maintenance, future planned roadways, and operational needs, and Owner shall execute all documents reasonably necessary to grant and record such easements.
   d. **Use of Water Facility Site.** The City may use the Donation Site for any municipal purpose it deems necessary, including but not limited to, a water storage tank, well, pump station, treatment facilities, telemetry, access drives, security fencing, drainage, utilities, maintenance, repair, replacement, reconstruction, and related public utility improvements.

2. **City Water Infrastructure Commitments**
   a. **Water Main Extension to Donation Site.** As part of the City's construction of the water storage tank or related water facility project, the City shall extend public water

mains from Meyer Road and within the future Radcliffe Road to the Donation Site in an alignment generally depicted on Exhibit C, subject to mutually agreed upon engineering requirements between the Parties. The water main shall follow the City's "to and thru policy", stubbing into the 80-acre parcel located to the south of the Donation Site along the future Radcliffe Rd. alignment. Construction of the agreed-upon water lines shall be at a size, depth, location, and configuration of as determined by the City Engineer based on City standards, system capacity, engineering design, and future service considerations.

b. **Scope of City Obligation.** The City's obligation under Section 2(a) is limited to water mains and facilities the City determines are necessary or appropriate to serve the Donation Site and municipal water system purposes. Nothing in this Agreement obligates the City to construct subdivision-serving infrastructure, internal subdivision improvements, local distribution lines, service laterals, fire hydrants, or other improvements required in connection with any future subdivision or development application, except as expressly stated herein.

c. **Lancaster Rd. to Northwest Corner of Subject Property Segment.** The Parties acknowledge that neither the City, nor the Owner, are presently obligated to construct the water line segment from Meyer Road to the northwest corner of the Subject Property, or any other segment for which responsibility belongs to another developer or entity, including NIC, under existing or future development conditions, approvals, agreements, or infrastructure obligations. That segment shall remain the responsibility of the party legally obligated to construct it and shall not become a City obligation by virtue of this Agreement.

d. **Annexation Agreement Obligation Satisfied in Part.** The Parties acknowledge that the Subject Property was annexed into the City in 2011 pursuant to Ordinance No. 523 and that the Annexation Agreement affecting the Subject Property was recorded in the official records of Kootenai County, Idaho, as Instrument No. 2327647000 on September 16, 2011 ("Annexation Agreement"). The Parties further acknowledge that Section 2(a) of the Annexation Agreement requires Owner to construct certain water lines and related public improvements. Notwithstanding Section 2(a) of the Annexation Agreement, and only to the limited extent expressly provided in this Agreement, the City's agreement to construct certain water lines as part of the water facility project contemplated herein shall be deemed to satisfy and supersede Owner's obligation under Section 2(a) of the Annexation Agreement to construct those same water lines. This partial satisfaction and supersession applies only to the specific water line improvements that the City expressly agrees to construct under this Agreement and does not apply to any utility lines, public improvements, dedications, fees, costs, or other obligations not expressly assumed by the City in this Agreement. Except as expressly modified herein, all terms, conditions, covenants, and obligations contained in the Annexation Agreement shall remain unchanged and in full force and effect.

e. **Easements and Rights-of-Way.**

   i. **Utility Easements or Rights-of-Way.** Owner shall grant to the City, without charge, either 50-foot utility easements, or 40-foot rights-of-way with 10-foot utility easements, reasonably necessary for the City to extend, construct, operate, maintain,

repair, and replace public water mains and related facilities Section 2(a). The exact location, width, and legal description of all easements and rights-of-way shall be determined by the City Engineer, in consultation with Owner, based on the alignment of the water main extension agreed to in Section 2(a).

ii. **Construction Easements.** Owner shall also grant to the City, without charge, 50-foot temporary construction easements reasonably necessary for construction of the water mains contemplated by this Agreement as determined by the City Engineer.

iii. **Easement Instruments.** Owner shall execute all documents without delay reasonably necessary to grant and record such easements in a form of easement acceptable to the City Attorney.

3. **Future Development Water Mitigation**

   a. **Conditional Satisfaction of Water Mitigation for Future Development**. If Owner submits a complete subdivision or development application for the Subject Property within five years after the Effective Date of this Agreement, the City shall treat the donation of the Donation Site as satisfying any water mitigation measures deemed necessary for that subdivision application. If no complete subdivision or development application is submitted within that five-year period, the satisfaction described in Section shall expire automatically and shall be of no further force or effect.

   b. **Limited Scope.** The satisfaction described in this Section applies only to water mitigation. It does not satisfy or waive any other development requirement, mitigation measure, impact fee, connection fee, capitalization fee, oversizing requirement, water right donation requirement, off-site improvement requirement, frontage improvement, fire flow requirement, subdivision utility extension, engineering standard, or condition of subdivision approval that may lawfully apply to a future subdivision or development application.

   c. **No Guarantee of Capacity or Future Development/Subdivision Approval.** The City's construction of water mains, a stub, or other infrastructure under this Agreement does not guarantee water capacity, sewer capacity, transportation capacity, subdivision approval, land use approval, building permit approval, vested rights, or any other future governmental approval. The City reserves all legislative, quasi-judicial, administrative, and regulatory authority to review any future application under the laws, ordinances, standards, and facts applicable at the time of application, except only to the limited extent expressly stated in this Agreement.

4. **Open Space or Green Space Requirements for Future Development**

   a. **Counting of Donation Site.** If Owner submits a subdivision or development application for the Subject Property, the City shall allow the Donation Site to be counted toward any open space or green space requirement applicable to that subdivision or development application, to the extent allowed by then-applicable laws and standards.

   b. **No City Designation.** The City's agreement to count the Donation Site toward open space or green space requirements does not require the City to designation the Donation

Site as park land, recreational space, usable open space, or any other publicly accessible land.

c. **No Public Access.** In the City's sole discretion, the City may fence, secure, and/or restrict the Donation Site from public access.

5. **Rescission, Waiver, and Release by Owner**
   a. **Rescission of Reconsideration Request and Takings Analysis Request.** Upon the Council's approval and authorization of the Mayor to sign this Agreement, the Request for Reconsideration and the Request for a Takings Analysis shall automatically be deemed null and void, and shall warrant no further consideration by the Council or response by the City. The original final decision, adopted on July 8, 2026, shall remain in full force and effect.
   b. **Waiver of Judicial Review and Takings Claims.** Owner knowingly, voluntarily, and intentionally waives and releases any right Owner may have to seek judicial review, appeal, declaratory relief, injunctive relief, administrative review, or other challenge concerning the City's approval of the Rezone Application, the Rezone Condition, the conveyance of the Donation Site, or the matters resolved by this Agreement. Owner further knowingly, voluntarily, and intentionally waives and releases any claim that the Rezone Condition, the conveyance of the Donation Site, the grant of easements or rights-of-way, or this Agreement constitutes a taking, unconstitutional condition, or other compensable acquisition under the United States Constitution, the Idaho Constitution, Idaho Code, or any other applicable law.
   c. **Covenant Not to Sue.** As long as the Parties adhere to the provisions of this Agreement, Owner covenants not to sue or assert any claim against the City, its elected officials, officers, or employees, arising from or related to the Rezone Condition, the conveyance of the Donation Site, the grants of easements or rights-of-way, the rescinded requests, or the matters resolved by this Agreement.
   d. **Owner Acknowledgment.** Owner acknowledges that Owner has had the opportunity to consult with independent legal counsel; that Owner enters into this Agreement freely and voluntarily; that Owner is receiving consideration through the City's commitments and acknowledgments in this Agreement; and that Owner has not relied on any promise, representation, or statement by the City except as expressly set forth in this Agreement.

6. **Default and Remedies**
   a. **Default.** A Party is in default if the Party fails to perform a material obligation under this Agreement and does not cure the failure within thirty days after written notice from the non-defaulting Party. If the default cannot reasonably be cured within thirty days, the defaulting Party must begin cure within thirty days and diligently pursue cure to completion.
   b. **Mediation Prior to Court Relief.** In the event of an alleged default or dispute arising under this Agreement, the non-defaulting Party shall first provide written notice describing the alleged default or dispute with reasonable specificity. The Parties shall then confer in good faith to attempt to resolve the matter. If the matter is not resolved within thirty (30) days after the notice is given, either Party may submit the dispute to

nonbinding mediation before a mutually acceptable mediator in Kootenai County, Idaho, unless the Parties agree to another location. The Parties shall share the mediator's fees and administrative costs equally, unless otherwise agreed in writing.

Except for emergency injunctive relief, temporary restraining relief, actions necessary to preserve applicable limitation periods, or actions necessary to protect public health, safety, or municipal water system operations, neither Party may file an action in court arising from the alleged default or dispute until the Parties have participated in mediation or until one Party has made a good faith written request for mediation and the other Party has failed to participate within forty-five (45) days after the request.

c. **No Waiver of Immunities.** Nothing in this Agreement waives any immunity, limitation of liability, notice requirement, damages limitation, discretionary function protection, or defense available to the City or its officials, officers, employees, or agents under Idaho law or federal law.

7. **Running with the Land; Binding Effect**
   a. **Binding Effect.** This Agreement is binding upon and benefits the Parties and their respective heirs, successors, assigns, transferees, and successors in interest.
   b. **Covenants Running with the Land.** To the extent permitted by law, Owner's obligations regarding conveyance of the Donation Site, grants of easements and rights-of-way, access rights, waivers, releases, and limitations on claims shall run with the Subject Property and bind future owners until fully performed.
   c. **Memorandum.** At the City's request, the Parties shall execute and record a memorandum of this Agreement against the Subject Property.

8. **Miscellaneous Provisions**
   a. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Idaho, and the venue for any action arising out of this Agreement shall be in the First Judicial District Court of the State of Idaho, in and for Kootenai County.
   b. **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written discussions, proposals, representations, or understandings concerning that subject matter.
   c. **Amendment.** This Agreement may be amended only by a written instrument signed by both Parties and approved by the City Council if required by law.
   d. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law, provided the essential purposes of the Agreement are not defeated.
   e. **No Waiver.** A Party's failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.
   f. **Notices.** Notices under this Agreement shall be in writing and shall be delivered personally, by certified mail, return receipt requested, or by nationally recognized overnight delivery service to the following addresses:
   City: Owner:

City of Rathdrum
Attn: Emily Smith, City Attorney
8047 W. Main St.
Rathdrum, ID 83858

AG4IDAHO, LLC
Attn: Karleen Meyer
7896 W Lancaster Rd.
Rathdrum, ID 83858

g. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
h. **Interpretation.** This Agreement shall be interpreted according to its fair meaning and not strictly for or against either Party. Headings are for convenience only and do not affect interpretation.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date first written above.

CITY OF RATHDRUM

_____
John Hodgkins, Mayor

ATTEST:

_____
Lorrann Morrell, City Clerk

STATE OF IDAHO)
:ss
County of Kootenai)

On this ___ day of August, 2026, before me, a Notary for the state of Idaho, personally appeared John Hodgkins and Lorrann Morrell 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:

OWNER:

AG4IDAHO, LLC

Karleen Meyer, Manager

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 5 day of August, 2026, before me, a Notary for the state of Idaho, personally appeared Karleen Meyer, known or identified to me, to be an authorized signor of Ag4Idaho, LLC, executing the herein instrument, and acknowledged to me that such entity 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: Rathdrum Idaho
Commission Expires: Aug 14, 2026

WKLV, LLC

Wallace Meyer

Wallace Meyer

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 10th day of August, 2026, before me, a Notary for the state of Idaho, personally appeared Wallace Meyer, known or identified to me, to be an authorized signor of WKLV, LLC, executing the herein instrument, and acknowledged to me that such entity 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.

EMILY E SMITH NOTARY PUBLIC COMM. #20232385 STATE OF IDAHO

Emily E Smith

Notary Public for the state of Idaho
Residing at: Rathdrum, ID
Commission Expires: 5/30/2029

_____
Douglas Meyer

_____
Kathryn Meyer

STATE OF _____)
) ss.
County of _____)

On this ____ day of August, 2026, before me, a Notary, personally appeared Douglas Meyer and Katheryn Meyer, known or identified to me, to be the people executing the herein instrument, and acknowledged to me that they 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:

Walter Meyer

Valerie Meyer

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6th day of August, 2026, before me, a Notary for the state of Idaho, personally appeared Walter Meyer and Valerie Meyer, known or identified to me, to be the people executing the herein instrument, and acknowledged to me that they 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.

TESARAH L FROYD
COMMISSION NUMBER
NOTARY
PUBLIC
20251149
STATE OF IDAHO

Notary Public for the state of Idaho
Residing at: Rathdrum, ID
Commission Expires: 03/17/2031

EXHIBIT A

Legal Description of Subject Property

The property is generally located adjacent to and westerly of Meyer Rd, adjacent to and northerly of the Plat of Hollice Woods, and lying east of the right of way of Radcliff St, and southerly of Brookshire Ave (extended), within the City of Rathdrum

The Kootenai County Assessors Tax Parcel Number is R0000007100.

The legal description of the property is as follows: A portion of land lying in the northeast quarter of Section 7, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows: commencing at the east quarter corner of said Section 7 from which the center of section bears North 88°50'32" West 2633.37 feet, thence along the south line of said northeast quarter, North 88°50'32" West 60 feet to the west right-of-way of Meyer Road and the True Point Of Beginning; thence continuing along said south line of the northeast quarter, North 88°50'32" West 2533.37 feet; thence leaving said south line, North 01°00'13" East 803.65 feet; thence South 88°50'32" East 2540.30 feet to the west right-of-way of said Meyer Road; thence along said west right-of-way, South 01°29'52" West 803.66 feet to the True Point Of Beginning; said parcel contains 46.803 acres of land, more or less.

The legal description above defines the southern portion of the subject property, which parcel is divided into two disparate parts: the northern portion is not subject to this action.

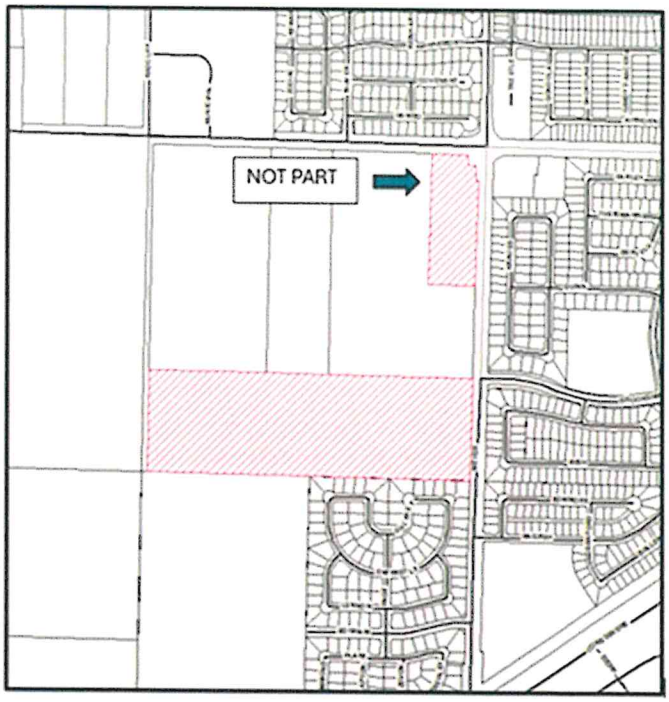


EXHIBIT B

General Location of Donation Site

See green square below; Exhibit B does not include depicted water lines – See Exhibit C.

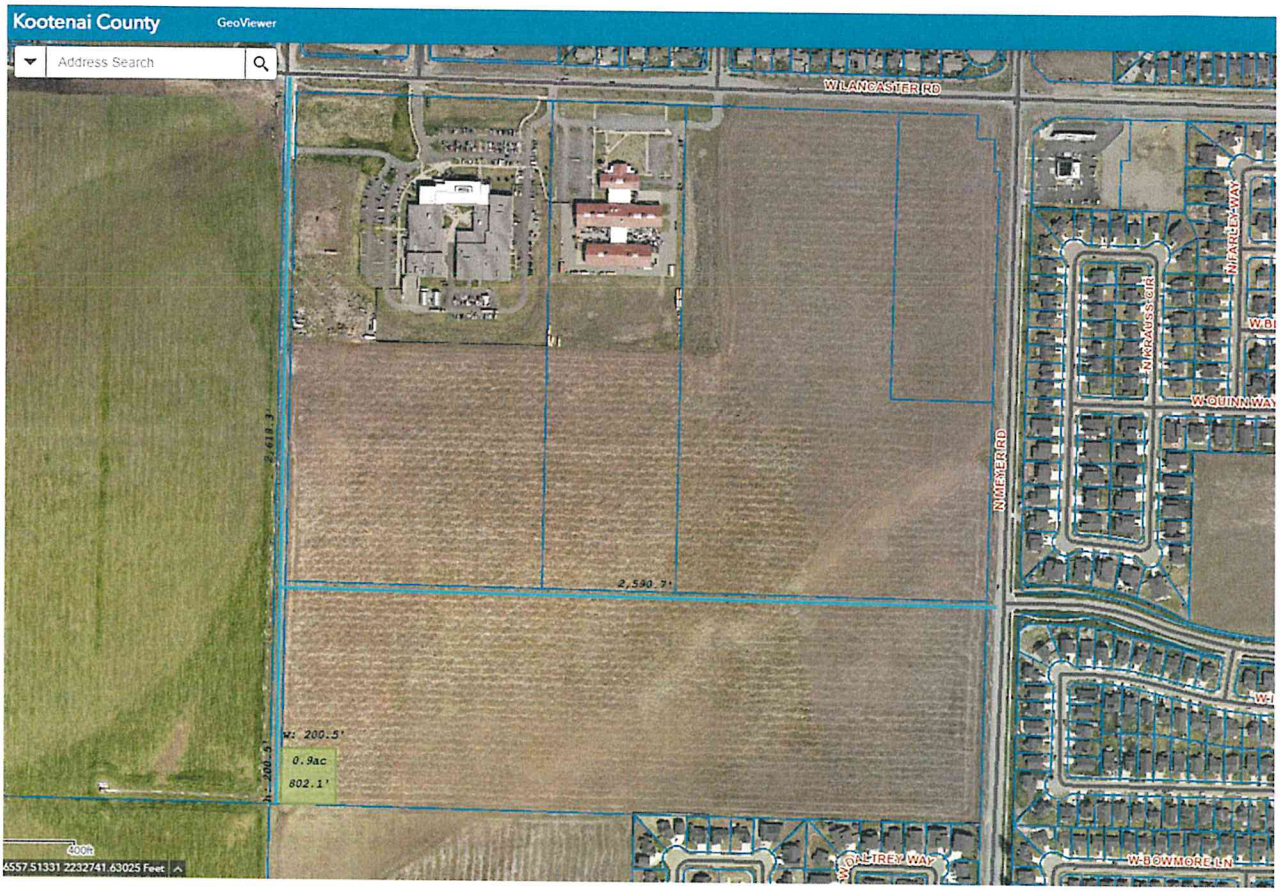


EXHIBIT C

General Water Main Extension Configuration

See red lines below for water lines.



From: Ray Kimball
To: Lorrann Morrell
Cc: James Agidius; Emily Smith; Kevin Jump; Leon Duce; Nathan Schumacher
Subject: Bunchgrass Rezone
Date: Monday, July 20, 2026 10:25:23 AM

[External Email]

Dear City Clerk,

On behalf of my client, Ag4Idaho LLC, we are requesting regulatory takings analysis in accordance with the Idaho Regulatory Takings Act as it relates to the City's requirement for my client to deed real property to the City for a water tank and well site as a condition of the zone change decision. As you are aware, a zone change is a non-project action resulting in no change in demand to the City's water system. There is no rational nexus to require the donation of property because the property is not currently served by City water, but rather is served by a private well. Prior to the zone change, my client was allowed to build a sprawling medical complex covering more than 44 acres as an outright use. After the zone change, my client is restricted to a single home on the same acreage without a further land use action. This is a decrease in potential demand. Because there is no increase in demand on the City's water system as a result of this zone change, there can be no justification for this exaction. Because there is no use of City water, the requirement to donate land for a City water tank is also then grossly disproportionate demand/impact.

As such, we are requesting removal of that condition from the zone change decision.

Best Regards,

Ray Kimball, PE

AGREEMENT BETWEEN THE

The City of Rathdrum Police Department and

The Lakeland Joint School District #272

for the

SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT is entered into by and between the City of Rathdrum (“City”), a political subdivision of the State of Idaho and the Lakeland Joint School District #272 ('District”), a political subdivision of the State of Idaho.

RECITALS

WHEREAS, the School Resource Officer (SRO) program is a joint venture of the City and the District; and

WHEREAS, the program has a character of "Community Policing," which includes collaboration with other agencies through enhancing communication and rapport; delivering prevention, intervention, and criminal justice education services; and maintaining safe learning environments.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the City agrees to employ one SRO to perform the duties described in this agreement, according to the terms and conditions set forth below:

I. Purpose of the SRO Program

The SRO program will focus on providing security and protection on school grounds; developing rapport with students; presenting information to students on various crime prevention subjects; providing law enforcement assistance to school personnel, parents and students. Through such activities in the schools and the community, the program helps students, parents, and educators to develop a better understanding of the role of law enforcement officers and to create a more positive concept of the judicial system. The SRO will provide security and protection on school grounds and will take a proactive approach to work in preventing crimes from occurring within the school district. The SRO is not considered the disciplinarian for school policies and will follow the laws of the State of Idaho.

II. SRO Obligations

a. The SROs will provide educational benefits to students by leading classroom presentations and presenting assemblies covering topics that are developmentally appropriate for the students in attendance.

b. The SROs will provide discussion with students and hold conferences with parents pertaining to law enforcement. Non-law enforcement issues will be referred to the school principals, with SRO assistance as required.

c. The SROs will build rapport and trust with students by maintaining a high level of visibility on campus during the regular school day and by attending school activities and other school and community programs. Such assignments will be included in the SROs' regularly scheduled hours in order to avoid the need for overtime compensation.
d. The SROs will be available to school administrators as an educational resource in understanding the application and enforcement of criminal laws.
e. The SRO will act as a liaison with various community youth services agencies and work with school personnel on student referrals to these agencies.
f. The SROs shall respond to emergency situations as requested by school administrators. The SROs shall respond to criminal activity, which is observed or suspected by the SRO or school staff, in a customary manner according to training and standard law enforcement techniques.
g. The SRO's primary responsibility will be to carry out the purpose of the program as outlined in Section I when schools are in session during the regular academic year.
h. The SRO shall be either in full officer uniform or in dress deemed appropriate by the Police Chief to include tactical pants or slacks, a collared polo shirt affixed with Department insignia, his badge and his weapon.
i. The SRO's hours will be flexible, subject to the approval of the Rathdrum Police Chief, in order to carry out the purpose of the program as outlined in Section I (a) above. The SROs remain employees of the City and as such are ultimately supervised, evaluated, and directed by the Rathdrum Police Department.

III. City Obligations

a. The City shall, at its expense, assign a police officer from the Police Department to work as an SRO at John Brown Elementary, Betty Kiefer Elementary, and Mountain View High School.
b. SRO will work primarily during regularly scheduled school days. It is understood that there may be training needs or other instances when the SRO may work outside the school at the discretion of the Police Department.
c. SROs assigned pursuant to this MOU shall be made available to the District no later than one week prior to opening day of the regular school year.
d. The City shall provide SROs which have been certified as law enforcement officers through Idaho P.O.S.T. and shall have obtained the necessary training and skills customary for officers in the Police Department.
e. The Police Department will assign an SRO to fill vacancies at schools as necessary and as available. In the event the School Resource Officer is unavailable for an extended period of time, periodic coverage will be maintained by another patrol officer. If coverage is not available for an extended period of time, the City and District shall meet to discuss options.
f. On days when schools are not in session, SROs will be assigned to duties by the Police Department.

IV. District Obligations

a. The District shall provide the SRO with the following resources: An Office in the schools during the regular school year suitable to allow for privacy in student/faculty communications; office equipment and supplies; telephones, and other such materials as necessary for the SRO to carry out their assigned duties.
b. On a school-day to school-day basis, the District principals shall work in cooperation with the SRO. The District shall provide training as required to the SROs on topics such as school discipline procedures, adolescence, and special needs.

V. Planning Meetings

a. The Rathdrum Police Chief or designee and the Superintendent or designee of the District shall make themselves or their representatives available for joint meetings as may be requested by either party for the purpose of resolving any issues which may arise in the administration and execution of this Agreement. On or before April 1, 2027, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. Consideration

a. In consideration of all services hereinbefore described, the District agrees to pay the City, and the City agrees to accept in full payment the amount of sixty-five percent (65%) of the annual salary of a full time patrol officer and benefits for the SRO to be paid in equal monthly payments, **totaling Eight Thousand Three Hundred Eighty-Eight and 61/100 Dollars ($$8,388.61) per month**, for services in September 2026 to June 2027, or as otherwise agreed upon by the parties. The total amount that will be owed for the term of this Agreement, which may be an approximate amount if the City budget for FY2026-27 has not been approved yet, shall be delivered to the District by the City upon written request by the District.

VII. Term, Amendment, Renewal and Termination of Agreement

a. The term of this Agreement shall remain in effect for the 2026-27 public school calendar year, beginning September 2026 and ending June 2027.
b. This Agreement shall be amended for consideration and renewed annually unless terminated in accordance with this section.
c. This Agreement may be terminated in writing by mutual consent of the City and the District. In addition, this Agreement may be terminated at any time by either party upon written notice no later than July 15th of the intent to terminate to the other party.

VIII. Third Parties and Assignment

a. This Agreement is for the sole benefit of the parties and no person or entity shall have any rights under this agreement as a third-party beneficiary. There shall be no assignment of the responsibilities and benefits created by this Agreement.

IX. Entire Agreement

a. This document represents the entire agreement between the parties notwithstanding any previously written or oral understandings between the parties on the same subject. No amendment or modification shall be valid unless in writing.

X. Non-Appropriation

a. This Agreement shall be contingent upon the City appropriating funding for the positions. In the event that such funding is not appropriated, this Agreement shall be automatically terminated.

XI. General Liability

a. The District and the City agree to hold one another harmless and indemnify the other from any and all liability, loss, damage or claims, excluding that arising from gross negligence or intentional acts of the indemnifying party's employees, that either may suffer arising out of or in connection with the action of District and City employees rendered pursuant to this Agreement. It is mutually recognized that the City is responsible for the performance of the law enforcement services addresses hereby. Both parties agree to cooperate with the other to the greatest extent possible in the defense of any claim brought against either party. Both parties shall be independently responsible for their actions consistent with the principles embodied in the Idaho Tort Claims Act.

XII. Insurance

a. Each party to this Agreement agrees to carry and maintain a comprehensive general liability policy in the minimum amount of $1,000,000.00 to protect the party from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with its acts or performance under this Agreement.

XIII. Information Sharing

a. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individual's, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence. If confidential student records information is needed by an SRO but no emergency situation exists, the information may be released only as allowed by law. The SRO can provide records to Lakeland school district only if the law allows such request. The SRO records of work history and responses for the school district will be provided at the end of each school year.

WITNESS the following signatures in agreement to the above terms and conditions:

_____	_____
Michelle Thompson, Board Chair Lakeland Joint School District #272	Date
_____	_____
Jake Massey, Superintendent Lakeland Joint School District #272	Date
_____	_____
John Hodgkins, Mayor City of Rathdrum	Date
_____	_____
Daniel Haley, Chief of Police Rathdrum Police Department	Date

MEMO

To: Mayor and City Council
From: Leon Duce, City Administrator
Date: August 5, 2026
Subject: Selection of Freeform to prepare a contract for furniture for the new city hall.

Recommendation

I recommend that the City Council adopt a resolution selecting Freeform as the furniture company to provide and install furniture for the new City Hall project.

This recommendation is based on the review conducted by the City's furniture committee and is intended to support a timely, efficient, and quality-focused furniture installation process as the City prepares for occupancy of the new facility.

Background

A furniture committee consisting of Jodi Meyer, Dan Haley, Brandon Friis, and myself reviewed furniture options for the new City Hall. The committee met multiple times with three furniture companies:

- Freeform
- One Workplace
- Contract Design

Each company was given the opportunity to present its products and services. The committee also visited company showrooms, and each company came to Rathdrum to make presentations regarding available furniture options, pricing, service, delivery, and installation.

Selection Criteria

The committee established the following criteria for selecting a furniture provider for the new City Hall:

- Furniture must be available through statewide contract pricing.
- The company must demonstrate good customer service.
- The company must be able to provide prompt delivery and installation.
- The company must support a smooth transition into the new City Hall with minimal project disruption.

After reviewing all three companies, the committee found that each candidate offered furniture available through statewide contract pricing. Each company also appeared to provide good customer service, based on their presentations, showroom visits, and responsiveness to the committee.

As a result, the primary distinguishing factor became each company's approach to delivery, quality control, and installation timing.

Key Difference: Delivery and Quality Control

Freeform's process provides a significant advantage because Freeform receives the furniture at its own warehouse before delivery to the City. Once the furniture arrives at Freeform's warehouse, Freeform begins assembly and review before the scheduled installation date.

This process allows Freeform to:

- Inspect furniture for damage before it reaches City Hall.
- Identify missing or defective parts in advance.
- Order replacement parts before installation begins.
- Reduce the likelihood of delays during final installation.
- Help ensure the City receives complete, quality furniture at the time of delivery.

By contrast, the other two companies would have the furniture delivered directly to the City Hall site, where it would then be unboxed and assembled. Under that process, any damaged items, missing parts, or defects may not be discovered until the furniture is already on site, increasing the risk of delay or incomplete installation.

Key Difference: Installation Timeline

The second major difference is the anticipated installation schedule.

Freeform has indicated that its delivery and installation process would take approximately one week. In addition, Freeform can complete the furniture installation while other trades are still working in the building, provided the areas are sufficiently ready for installation.

This is a substantial benefit to the City because it allows furniture installation to occur in coordination with the final stages of construction, rather than waiting until every other trade has fully completed its work.

The other companies indicated that they would prefer to begin delivery and installation only after the other trades have completed their work and left the building. Based on that approach, their delivery and installation process could take approximately four to eight weeks after the other trades have completed their work.

That delay could affect the City's ability to move into the new City Hall in a timely and orderly manner.

Operational Benefit to the City

Selecting Freeform provides the City with the best opportunity to reduce risk during the final phase of the City Hall project. Freeform's warehouse inspection and pre-assembly process creates a stronger quality-control step before furniture reaches the building. Their ability to install within approximately one week also better supports the City's project schedule.

The benefits of selecting Freeform include:

- Faster installation timeline.
- Reduced risk of damaged or incomplete furniture being discovered on site.
- Better coordination with ongoing construction activity.
- Reduced likelihood of occupancy delays.
- More efficient transition into the new City Hall.
- Greater confidence that the furniture will be complete, assembled, and ready when needed.

Conclusion

While all three companies met the basic criteria related to statewide contract pricing and customer service, Freeform provided the strongest overall proposal because of its delivery, inspection, assembly, and installation process.

Freeform's ability to receive and assemble furniture at its warehouse before delivery provides an important quality-control advantage. Its ability to complete installation in approximately one week, while coordinating with other trades still in the building, provides a significant scheduling advantage for the City.

For these reasons, I recommend that the City Council adopt a resolution selecting Freeform as the furniture company for the new City Hall.

RESOLUTION NO. 2026-

TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RATHDRUM, IDAHO, APPROVING SELECTION OF FREEFORM AS THE PREFERRED FURNITURE PROVIDER FOR THE NEW CITY HALL PROJECT; AUTHORIZING STAFF TO PROCEED WITH NEGOTIATION AND PREPARATION OF A PROPOSED CONTRACT THROUGH A COOPERATIVE PURCHASING AGREEMENT PURSUANT TO IDAHO CODE § 67-2807; PROVIDING CONDITIONS FOR CONTINUED CONTRACT DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS: The City of Rathdrum, Idaho, is proceeding with the development and construction of a new City Hall building; and

WHEREAS: As part of the new City Hall project, the City anticipates the need to acquire office furniture, furnishings, and related services, which may include planning, layout coordination, employee-specific furniture selections, ordering, delivery, storage, installation, warranty support, and related project coordination; and

WHEREAS: City staff has evaluated and worked with multiple potential furniture providers for the purpose of identifying a provider capable of meeting the City's operational, scheduling, installation, warranty, and project coordination needs for the new City Hall; and

WHEREAS: Following review and consideration of three potential providers, City staff has identified Freeform as the preferred provider for purposes of proceeding to contract development; and

WHEREAS: Staff's recommendation of Freeform is based on multiple factors, including but not limited to: available product options; the process for working with City employees on individual furniture selections; flexibility; scheduling; installation capability and timing; availability of free storage for a period of time; and product warranties; and

WHEREAS: Freeform is able to provide the desired goods and services through a cooperative purchasing agreement pursuant to Idaho Code § 67-2807, which allows participation in cooperative purchasing programs established by an association offering goods or services as a result of competitive solicitation processes, and further provides that goods or services procured by participation in such cooperative agreements or programs are deemed to have been acquired in accordance with the requirements of Title 67, Chapter 28, Idaho Code, provided the statutory requirements are satisfied; and

WHEREAS: At the June 24, 2026 regular meeting, the City Council authorized or directed staff to pursue the use of the cooperative purchasing method for the anticipated furniture procurement, consistent with Idaho Code § 67-2807; and

WHEREAS: The City Council now desires to acknowledge the selection of Freeform as the preferred furniture provider for the new City Hall project and to direct staff to proceed with preparation and negotiation of a proposed contract, subject to legal review, budgetary review, and final approval by the City Council.

DRAFT

NOW THEREFORE, be it resolved by the Mayor and City Council of the City of Rathdrum, Idaho, as follows:

1. The City Council hereby acknowledges and approves staff's selection of Freeform as the preferred furniture provider for purposes of proceeding with contract development for office furniture, furnishings, and related services for the new City Hall project.
2. City staff is hereby directed and authorized to work with Freeform to identify and finalize the specific office furniture, ordering, delivery, storage, installation, warranty, and related project requirements needed for the new City Hall project, and to negotiate and prepare a proposed contract for future City Council consideration.
3. Staff is directed to proceed under the cooperative purchasing authority provided by Idaho Code § 67-2807. Staff must confirm that the applicable cooperative purchasing agreement or program satisfies the requirements of Idaho law, including but not limited to, the requirement that the goods or services are offered as a result of a qualifying competitive solicitation process. All applicable Idaho Code requirements, including Idaho Code § 67-2807, and other applicable codes and City policies, must be satisfied before the City enters into any final contract or authorizes any final purchase.
4. This Resolution does not approve a final contract, purchase order, expenditure, or final furniture package, nor does it obligate the City to enter into a final contract with Freeform or to purchase any specific goods or services. Any proposed contract, purchase, or expenditure remains subject to all applicable requirements, including legal review, budgetary authorization, and final approval by the City Council. The City reserves all rights and discretion to approve, reject, modify, suspend, or terminate contract negotiations or procurement efforts as determined to be in the best interests of the City and consistent with applicable law.
5. If the City Attorney or other involved staff member determines that the cooperative purchasing agreement or procurement process does not satisfy applicable Idaho Code requirements, that material contract terms are unacceptable, that the proposed procurement exceeds available budget or project authority beyond City policy transfer limits, or that any other material factor arises negatively impacting the contract process or the intent of this Resolution, staff shall stop pursuit of the proposed contract with Freeform and return to the City Council for further direction.

This Resolution shall be effective immediately upon its passage and approval.

ADOPTED AND APPROVED BY THE CITY COUNCIL this 12th day of August, 2026.

_____
John Hodgkins, Mayor

ATTEST

_____
Lorrann Morrell, City Clerk

DRAFT

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

Memo

To: Rathdrum City Council
From: Kevin Jump
Date: August 5, 2026
Re: Transfer of Funds for Street Improvements

I'm herein seeking City Council approval for the following:

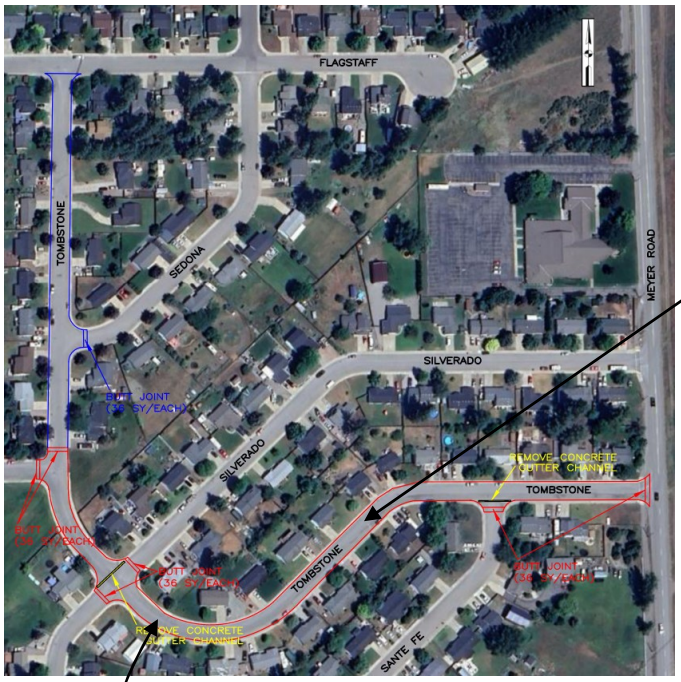
- Transfer $ 57,000.00 from GL 10-431-400.000 to GL 10.431.446.200 "Street Improvements".
- Transfer $ 24,000.00 from GL 10-431-404.000 to GL 10.431.446.200 "Street Improvements".

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

Memo

To: Rathdrum City Council
From: Kevin Jump
Date: August 7, 2026
Re: Tombstone Street Rehabilitation

We are seeking to reconstruct the asphalt pavement roadway for Tombstone Street, between Meyer Road and Flagstaff Street.







The age of the asphalt pavement for Tombstone Street is nearly 30 years old. The typical useful life of asphalt pavement is dependent upon on several factors, including but not limited to: weather, traffic volumes, truck traffic (loading), historical maintenance and, most importantly, the quality of the construction. We believe that Tombstone Street is showing significant fatigue and is approaching the end of its useful life.

I solicited cost proposals from 3 local, qualified contractors (Liberty Landworks – Interstate Concrete & Asphalt – CDA Paving) thus, this solicitation complies with Idaho Procurement Code.

Liberty Landworks submitted the lowest cost proposal for the work. We will utilize the balance of the Street Improvement Funds (GL 10.431.446.200) to fund the attached contract.

I'm herein seeking City Council approval for the following:

- Award Tombstone Street Reconstruction proposal to Liberty Landworks and authorize Mayor Hodgkins to sign the contract with Liberty Landworks.

AGREEMENT BETWEEN THE CITY OF RATHDRUM
AND
Liberty Landworks
FOR
PROJECT: REHABILITATION OF TOMBSTONE STREET

This AGREEMENT is made between the CITY OF RATHDRUM, a political subdivision of the state of Idaho, 8047 W. Main St., Rathdrum, Idaho 83858 (hereinafter "CITY") and Liberty Landworks, an Idaho Company (hereinafter "CONTRACTOR").

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK: CITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project:

   Provide all labor, materials, equipment, supervision, layout, coordination, and incidental work necessary to complete the rehabilitation of Tombstone Street per provided engineered plans, along with City standards, and local, state, and federal applicable codes (the "Project")

2. SCHEDULE: Parties agree that CONTRACTOR shall complete all identified work listed above on or before **October 1, 2026**.

3. TIME IS OF THE ESSENCE AND LIQUIDATED DAMAGES. The deadline for performance affects many other operational and performance obligations of the CITY. The parties acknowledge the difficulty in proving actual damages, and as an alternative agree to liquidate damages in the amount of $500.00 per day of non-compliance, not as a penalty or sanction but in light of the difficulty in proving actual damages suffered by the CITY.

4. COMPENSATION: CITY agrees to pay CONTRACTOR as compensation: Two Hundred Seven Thousand One Hundred Thirty-Four and XX /100 Dollars ($ 207,134.00) for work listed above (Base Bid + Alternate Bid No. 1) in accordance with the CONTRACTOR'S provided Quote/Proposal, attached hereto as Attachment "A" and incorporated herein by this reference.

5. PAYMENT PROCEDURES: CONTRACTOR shall submit Applications for Payment. Applications for Payment will be processed by CITY.

   5.1 Progress Payments. CITY shall make progress payment on account of the Contract Price on the basis of CONTRACTOR's Applications for Payments, no frequently than once per month during construction as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values listed in the Itemized Proposal, less retainage if applicable.
   5.2 Final Payment. Upon completion and acceptance of the Work, CITY shall pay the remainder of the Contract Price.

6. INDEPENDENT CONTRACTOR: The parties agree that CONTRACTOR is the independent contractor of CITY and in no way an employee or agent of CITY and is not entitled to worker's compensation or any benefit of employment with the CITY. CITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. CITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

7. CONTRACTOR'S REPRESENTATION: CONTRACTOR makes the following representations:

7.1 CONTRACTOR is familiar with the nature and extent of the engineered plans, along with City standards, work locality and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by the City of Rathdrum – Public Works Department, in the preparation of the engineered plans.

7.3 CONTRACTOR has given CITY written notice of all conflicts, errors, or discrepancies that have been discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to CONTRACTOR.

7.4 CONTRACTOR and CITY recognize that the work to be performed under this CONTRACT will cause an inconvenience to the motoring public during the times that the work is being performed and may result in some frustration on the part of the public. CONTRACTOR shall be responsible to ensure that the CONTRACTOR'S employees and/or agents are courteous and respectful to the public at all times during the performance of the work.

8. CONTRACTOR'S WARRANTY: CONTRACTOR agrees to a two (2) year guarantee period for all labor, material and workmanship after receiving the Certificate of Substantial Completion.

9. SAEFTY/INDEMNIFICATION: CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment to ensure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this agreement.

10. INSURANCE: The CONTRACTOR shall have in effect without interruption from the date of construction commencement until final payment is made and the project is closed-out pursuant to the terms of this Agreement, the following types of insurance. Further, the CONTRACTOR warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

A. Workers' Compensation Insurance and Employer's Liability Insurance:
    (1) State: Statutory Limits
    (2) Employer's Liability: $100,000 per accident; $500,000 Disease, Policy Limit; $100,000 Disease, Each Employee
B. Comprehensive or Commercial General Liability Insurance which shall be endorsed to name the **"City of Rathdrum and its officers, agents, and employees"** as additional insureds. It shall include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:
    (1) $1,000,000 Each Occurrence
    (2) $1,000,000 Personal Injury
    (3) $2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
    (4) $2,000,000 General Aggregate
C. Automobile Liability Insurance which shall be endorsed to name the **"City of Rathdrum and its officers, agents, and employees"** as additional insureds. It shall include for bodily injury and property damage: $1,000,000 Combined Single Limit

CONTRACTOR shall provide proof of liability coverage as set forth above to CITY prior to commencing its performance as herein provided and require insurer to notify CITY ten (10) days prior to cancellation of said policy.

11. WORKER'S COMPENSATION: CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to CITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

12. NON-DISCRIMINATION: CONTRACTOR shall not discriminate against any person or entity in the providing of the services and/or materials herein under and CONTRACTOR shall not refuse to serve or hire any person because of such person's race, creed, sex, color, or national origin. Also, CONTRACTOR will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Agreement and shall render this Agreement subject to forfeiture.

13. COMPLIANCE WITH LAWS AND BID SOLICITATION REQUIREMENTS: CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules, regulations, and ordinances.

14. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

15. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended by Change Order from the City or in writing by the parties.

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

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

17. SEVERABILITY: Any provision or part of this Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Agreement may shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18. CONTRACTOR'S CERTIFICATIONS: CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Section:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

19. ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO: The clauses in this Section are required by the State of Idaho. The inclusion of these clauses in this Agreement by the City does not indicate the City's support or opposition to these clauses nor acknowledgment by the City that these clauses are relevant to the subject matter of this Agreement. Instead, these clauses are included solely to comply with Idaho state law.

(1) **Boycotting Israel**: If payments under this Agreement exceed one hundred thousand dollars ($100,000) and the CONTRACTOR employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).

(2) **Government of China**: CONTRACTOR certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.

(3) **Contract with Abortion Providers**: To the extent this Agreement is subject to the use of public funds, CONTRACTOR certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).

(4) **Employment of Bona Fide Idaho Residents**: If this Agreement contemplates public works construction, CONTRACTOR agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-103, as employees on Project in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If CONTRACTOR employes less than fifty (50) employees on Project, CONTRACTOR may employ up to ten (10%) nonresidents on Project. In all cases, CONTRACTOR agrees to give a preference to bona fide Idaho residents. The parties agree that if Project involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

DATED this _____ day of _____, 2026.

CITY OF RATHDRUM

_____

John Hodgkins, Mayor

ATTEST:

_____

Lorrann Morrell, City Clerk

LIBERTY LANDWORKS

_____

By: _____

Title: _____

Address: ___11916 N. Reed Road_____

_____Hayden, ID 83835_____ __

License #: _____

TOMBSTONE STREET

RATHDRUM, IDAHO

ITEMIZED PROPOSAL

BASE BID

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1.0	Superpave HMA, Main-Line, SP-3, 1/2"	1003	Tons	96.83	97,120.49
2.0	AC Pavement Removal & Disposal	5524	SY	2.96	16,351.04
3.0	Butt Joint	216	SY	4.20	907.20
4.0	Crushed Stone, 3/4"- (undistributed quantity)	50	Tons	16.34	817.00
5.0	Casting Adjustments, Water Valves	11	EA	172.24	1,894.64
6.0	Casting Adjustments, Sewer Manholes	9	EA	184.60	1,661.40
7.0	Concrete Curb Channel Removal & Disposal	145	LF	6.04	875.80
8.0	Roadway Grading - existing Stone Subbase	1	LSUM	5,071.55	5,071.55
9.0	Maintenance of Traffic	1	LSUM	6,600.00	6,600.00
10.0	Mobilization	1	LSUM	5,000.00	5,500.00
				TOTAL, BASE BID =	136,799.12

ALTERNATE BID NO. 1

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1.0	Superpave HMA, Main-Line, SP-3, 1/2"	517	Tons	95.42	49,332.14
2.0	AC Pavement Removal & Disposal	2848	SY	3.17	9,028.16
3.0	Butt Joint	36	SY	14.11	507.96
4.0	Crushed Stone, 3/4"- (undistributed quantity)	50	Tons	19.26	963.00
5.0	Casting Adjustments, Water Valves	3	EA	198.20	594.60
6.0	Casting Adjustments, Sewer Manholes	2	EA	300.20	600.40
7.0	Roadway Grading - existing Stone Subbase	1	LSUM	2,708.62	2,708.62
8.0	Maintenance of Traffic	1	LSUM	3,300.00	3,300.00
9.0	Mobilization	1	LSUM	3,300.00	3,300.00
				TOTAL, ALTERNATE BID No. 1 =	70,334.88

BIDDER: LIBERTY LANDWORKS

Address: 11916 N. REED RD

HAYDEN, ID, 83835

Phone: (208) 661-9519

Fax:

E-Mail: chad@LibertyLandworks.com

Signature:

Printed Name: CHAD RIDDLE

Title: PROJECT MANAGER

MEMO

To: Mayor and City Council

From: Leon Duce

Date: August 5, 2026

Subject: Administrator Report

During the past couple of weeks I have worked on the following items:

- **Working on City Hall Design**
  - **Bi-Weekly construction meetings and walk throughs**
  - **Drone Pictures for Timelapse Video**
  - **A/V needs for new Council Chambers**
  - **Server Room Meeting**
  - **Master Keying Program**
  - **Signage**
  - **Furniture**
  - **Phone System**
- **Worthen Memorial Park**
  - **Contractor Meeting**
  - **Photos and Drones while on site**
- **Working with Post Falls to update the Agreement with Post Falls for Sewer Services**
- **Preparation for a Presentation to CDAEDC on the effects of HB 389**
- **Budget Workshops with Council**
- **Budget meeting with Council Member Suhr**
- **Meetings with Kootenai Electric about possible future project**
- **Ribbon Cutting with Jitters Sit and Sip**
- **HR issues**

City of Rathdrum
Parks and Recreation
7851 Main Street
Rathdrum, ID 83858

To: Mayor & City Council

From: Eric Singer, Parks and Recreation Director

Date: 08/12/2026

Re: August City Council Staff Report

Recreation

- Summer T-ball & Pitching Machine baseball is in the 5th week.
- Adult Co-Ed Softball registration is currently open.
- Fall Youth Volleyball registration is currently open.
- Registration is now open for fall soccer.

Parks/Cemetery

- Park staff has been busy with park maintenance and helping prep for Taste of Rathdrum.

Special Events/Classes/Programs

- The Taste of Rathdrum was held last Saturday, August 8th at Majestic Park.
- Summer Concert Series will end this Friday, August 14 at Majestic Park.
- Our 3rd Movie Night in the Park is scheduled for Friday, August 28th at Majestic Park. The August movie will be 101 Dalmatians.
- Registration is now open for fall soccer.
- Registration for Trunk or Treat will open Tuesday, September 2nd. Trunk or Treat will be at the Lakeland High School on Saturday October 31st.

Administration

- Staff is continuing to work on the FY26- 2027 budget.
- Staff has been working with our grant writer on the LWCF grant application for the new Trossicks Park.
- Staff has been coordinating with contractors on the new pavilion and playground at the Mark Worthen Memorial Park.

MEMORANDUM

Chief Daniel Haley

Rathdrum Police Department

"Professionalism through Service with Integrity"

Date: August 6, 2026

To: Mayor and Council

From: Chief Daniel Haley

Subject: Council Packet for August 12, 2026

Mr. Mayor and Members of the Council,

Beyond the statistics that have been provided, the following highlights some other important things the police department has been doing.

- The department handled the large investigation into a very difficult case of child abuse. The investigation is not yet concluded, showing the complexity of these cases.
- Officer Vasicek attended Law Enforcement Training for Safety and Survival, hosted by the FBI.
- Officer Baker will be the School Resource Officer for the coming school year.
- Officers continued to work the road detours, concerts, Rathdrum Days, and other events within the city.

Monthly Crime Report
July 2026

Rathdrum Police Department

PURPOSE: The purpose of this report is to provide an analysis of Rathdrum crime for the calendar month and year to date.

- Compstat Report for calendar month and year to date
- Arrest statistics
- Calls for Service

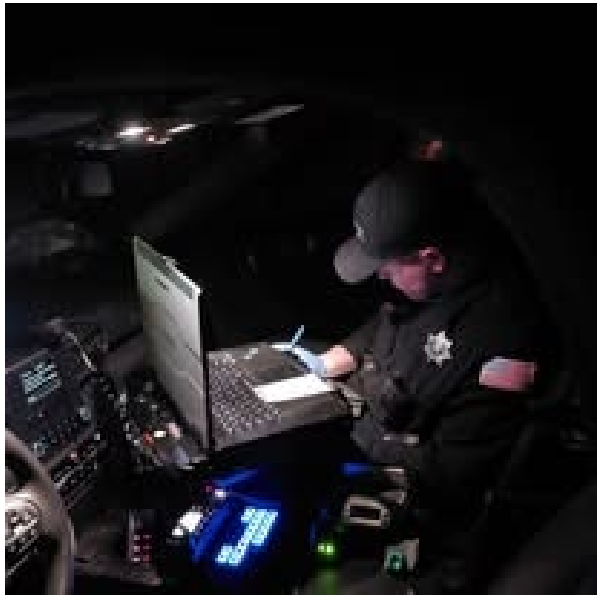
DATA SOURCE: The information used for this analysis was obtained from Spillman data, compiled by using Crystal Reports and Excel Statistical Charts.

The statistics provided in this report are preliminary counts of the original police incident reports and may vary from the final UCR (Uniform Crime Reporting) statistics published by the FBI.

CompStat: Part 1 Crimes

Part 1 Crimes - Monthly Analysis						
Offense	Normal Range for July	July 2026	June 2026	Percent Change	Amount Change	Normal Range for August
Aggravated Assault	0-2	3	2	50%	1	1-2
Homicide	0-0	0	0	N/C	0	0-0
Rape	0-0	0	0	N/C	0	0-0
Robbery - Commercial	0-0	0	0	N/C	0	0-0
Robbery - Person	0-0	0	0	N/C	0	0-1
Person Crime Totals		3	2	50%	1	
Arson	0-0	0	0	N/C	0	0-0
Auto Burglary	0-1	0	0	N/C	0	0-1
Burglary - Nonresidential	0-2	1	0	N/C	1	0-1
Burglary - Residential	0-2	1	0	N/C	1	0-0
Theft	1-12	3	2	50%	1	4-9
Vehicle Theft	0-0	0	0	N/C	0	0-0
Property Crime Total		5	2	150%	3	
Grand Total		8	4	100%	4	

These statistics are preliminary counts of the original police incident reports and may vary from the final UCR (Uniform Crime Reporting) statistics published by the FBI.





CompStat: Part 1 & 2 Crimes YTD

Rathdrum Police: Part 1 Crimes			
OFFENSE	Jan-July 2026	Jan-July 2025	% Chg
Aggravated Assault	18	10	80%
Arson	0	0	N/C
Auto Burglary	1	2	-50%
Burglary - Non Resid	5	2	150%
Burglary - Resid	4	5	-20%
Rape	4	2	100%
Homicide	0	0	N/C
Robbery - Commercial	0	0	N/C
Robbery - Person	0	0	N/C
Theft	43	52	-17%
Vehicle Theft	2	1	100%
Part 1 Crimes Total	77	74	4.05%

These statistics are preliminary counts of the original police incident reports and may vary from the final UCR (Uniform Crime Reporting) statistics published by the FBI.

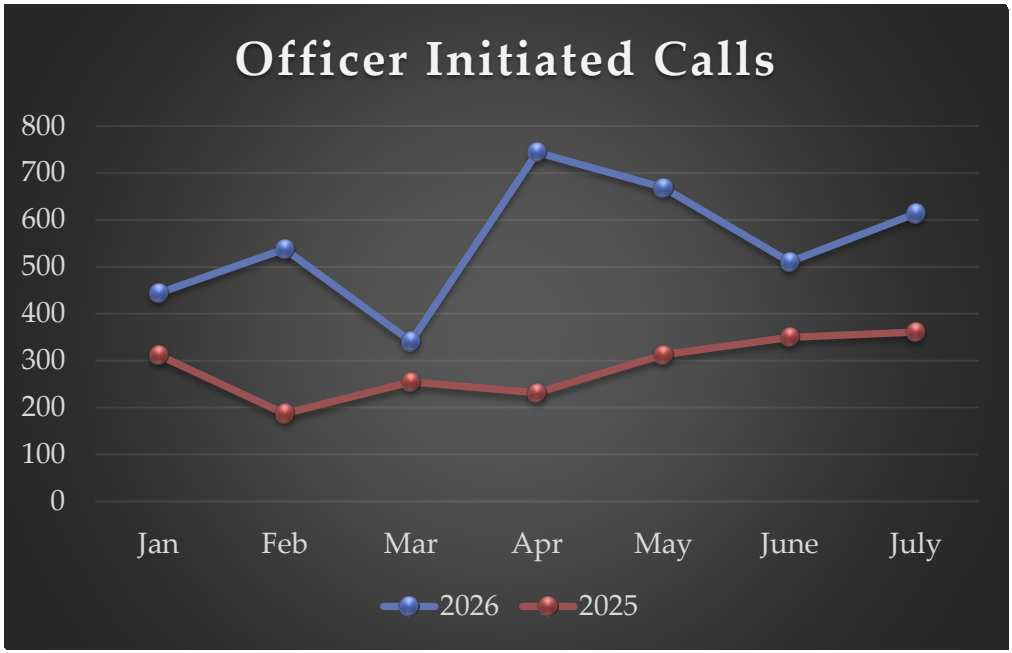


Rathdrum Police: Part 2 Crimes			
OFFENSE	Jan-July 2026	Jan-July 2025	% Chg
Alcohol Offense	30	16	88%
Assault	65	31	110%
Child Abuse	27	6	350%
Communications Off.	3	1	200%
Conspiracy	2	0	N/C
CPOR/NCOV Violations	10	3	233%
Custodial Interference	2	1	100%
Disturbing the Peace	9	3	200%
Drugs	215	137	57%
DUI	64	35	83%
Embezzlement	0	0	N/C
False Info to LE	2	3	-33%
Fraud/Forgery	5	2	150%
Harassment	7	2	250%
Intimidation	8	2	300%
Juvenile Problem	16	10	60%
Kidnapping	2	1	100%
Mail Tampering	0	0	N/C
Neglect (Elderly)	0	0	N/C
Obstructing	19	10	90%
Pornography	3	1	200%
Recovered Stolen Prop.	1	0	N/C
Sex Offender Violation	0	0	N/C
Sex Offense	11	7	57%
Trespassing	3	2	50%
Vandalism	26	7	271%
Weapon Offense	9	2	350%
Other	9	2	350%
Part 2 Crimes Total	548	284	92.96%

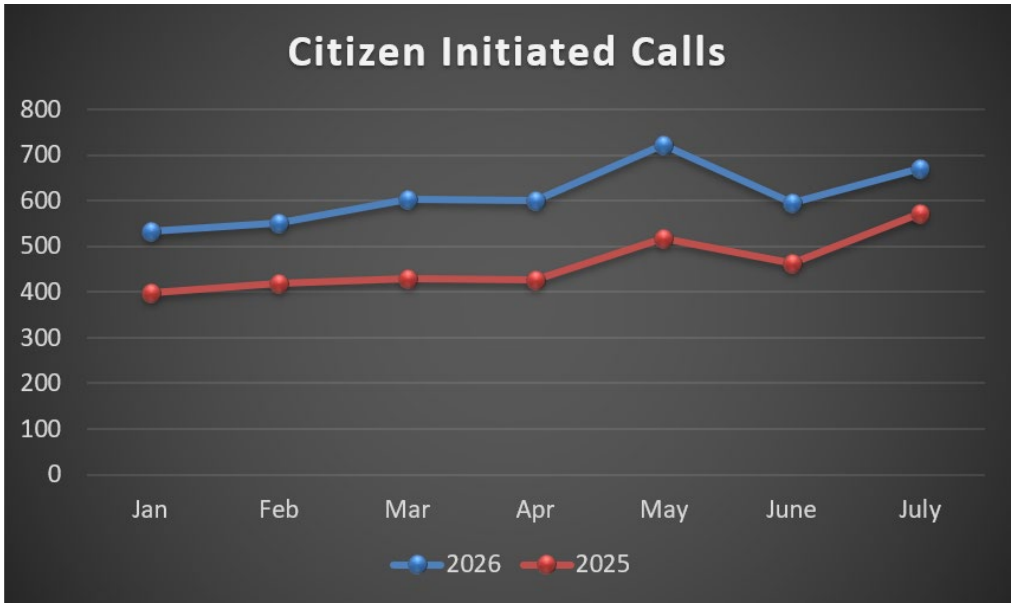
Calls for Service By Month
Officer / Citizen Initiated

Rathdrum Police: Calls for Service				
	Month	2026	2025	% Chg
Jan	Officer Initiated	444	312	42.31%
	Citizen Initiated	535	397	34.76%
Feb	Officer Initiated	538	187	187.70%
	Citizen Initiated	556	420	32.38%
March	Officer Initiated	360	255	41.18%
	Citizen Initiated	586	428	36.92%
April	Officer Initiated	744	232	220.69%
	Citizen Initiated	600	426	40.85%
May	Officer Initiated	669	313	113.74%
	Citizen Initiated	722	518	39.38%
June	Officer Initiated	511	350	46.00%
	Citizen Initiated	596	463	28.73%
July	Officer Initiated	614	361	70.08%
	Citizen Initiated	671	573	17.10%
Total	Officer Initiated	3,880	2,010	93.03%
	Citizen Initiated	4,266	3,225	32.28%

Officer Initiated Activity: Traffic stops, ped/bike checks, business checks, community engagement & suspicious



	Jan - July 2026	Jan - July 2025	% Chg
Grant Officer Initiated	178	52	242.31%



Warrant Arrests			
	Jan-July 2026	Jan-July 2025	% Chg
Warrant Arrests	13	25	-48.00%

	Jan-July 2026	Jan-July 2025	% Chg
Code Enforcement	282	225	25.33%
Animal Calls	243	236	2.97%
Total	525	461	13.88%

PUBLIC WORK'S STAFF REPORT

Engineering & Planning Departments

August 5, 2026

This is a summary of active Rathdrum Public Works' projects:

a. **City-Wide Speed Studies**: We have compiled notable special conditions/hazards for specific Rathdrum roadways. The Rathdrum City Council approved of these conditions in May '24.

   We presented our preliminary findings for the Phase 2 Speed Study Report on 6.25.25. The Phase 2 Speed Study Report is complete.

   We're in the process of reviewing the collected speed data for Phase 3 (major collector and arterial roadways). Mitigation measures are currently being evaluated and discussed with the Rathdrum Police Department.

b. **Water Master Plan Update**: We are meeting regularly with the consultant (JUB Engineers) on the Water Master Plan Update. JUB has prepared a GIS-based map from provided record drawings. As the computer model is continuously being refined, our aim is to begin analysis(es) on potential areas of the system.

   JUB is wrapping-up their hydraulically-modeling our water system (existing conditions). The 2 primary Master Plan deliverable dates are: late-September '26 (existing conditions) and December '26 (future conditions).

c. **Lancaster / Meyer Intersection and Meyer Road Reconstruction**: Interstate Concrete & Asphalt completed their work and successfully opened the roundabout to the public on Friday, July 31st……which is more than 1 month of the contract schedule.

   There are a few punch-list items which need to be addressed by the contractor.

d. **Decommissioning of Lift Station #2**: We are preparing construction drawings for the extension of 7,000 LF of 21" sewer pipe, which will allow us to decommission Lift Station No. 2. There still remains some utility coordination and there is a need to acquire easements from 2-to-3 property owners.

   The legal descriptions for the easements have been prepared by Stratton Land Services. We reached-out to the affected property owners and discussed the need to procure of easements.

   We haven't advanced the preliminary engineering design work due to our current workload.

e. **Street Rehabilitation Work**:

   Washington Street: The main focus of our 2026 program is reconstructing the asphalt pavement for Washington Street, between SH41 and Main Street. Liberty Landworks has removed all of the asphalt pavement and made significant progress with removing the underlying subbase/subgrade.

   Washington Street was closed to traffic on 6.12.26. The Completion date is 9.1.26.

   The geotextile fabric and crushed stone subbase has been installed. Liberty Landworks is slated to begin concrete curb construction and sidewalk construction next week. With the addition of the concrete curb/sidewalk work (under a separate contract with the Lakeland School District), we've encountered about 3 weeks of schedule delay. Liberty Landworks is attempting to expedite their schedule so that Washington Street can be completed prior to Labor Day.

Copper Valley Estates: Cole Concrete completed the concrete ramp replacement work in the Copper Valley Estates subdivision on 8.5.26. There are a few minor surface restoration items which need to be addressed.

Meyer Road: Interstate Concrete & Asphalt began the reconstruction of Meyer Road, between Nagel Road and Buffalo Grass Lane on 8.3.26. The asphalt was removed on 8.7.26. The removal of the underlying materials is anticipated to take place next week. The asphalt pavement reconstruction work is tentatively slated to be completed by mid-September. This section of Meyer Road will be closed for the duration of the project.

Tombstone Street: We are also seeking to reconstruct Tombstone Street, between Meyer Road and Manchester Street/Flagstaff Street. The limits of the asphalt pavement reconstruction are dependent upon the cost proposals received.

f. Main Street (Phase 1): This project is complete.

g. Lancaster Road Water Main Extension – east of SH41: This project is complete.

h. Commercial Site Developments:

1. Sky Meadow Villas – a multi-family residential development with construction paused: *we anticipate phase two to begin construction in summer 2026*:
2. Westwood Apartments – a multi-family residential development. Site development plans were approved on 11/12/24. Construction is under way.
3. Fire Iron Forge: This development project has been dormant for nearly 5 months now; *staff is in communication with the owner who is anticipating construction to begin in summer of 2026.*

   *Site Plan Approval has expired for this project 7/29/2026 (a 1-year extension had been previously granted, which has now expired)
4. Calvary Worship Church recently submitted a site improvement plan; *Site and Landscape plans have been reviewed and approved: SEC Permits have been issued, Commercial Building Plans are under review*
5. ICCU: This project is nearing completion; a soft opening is expected later this month, with a grand opening in September
6. Serenity Bridge: Site development plans have been received and approved for this proposed development on Commercial Parkway. The applicant is revising their project (smaller building footprint) and we are awaiting a re-submittal at any time: the project engineer indicates that the resubmitted project will have approximately ½ the footprint of the original submittal, and will only house the serenity bridge project, not the grooming facility.
7. Epic/Meyer Storage Phase II: Site disturbance activities are underway on this property with pending site development efforts to start in the very near future. Building Plans have been submitted for 4 structures on the site, as Phase II of the project, a third phase of 3 structures is anticipated following completion of phase II.
8. Brookshire Commons – plans have been received for phase 1 of the project consisting of 8 buildings (5 residential units each) and clubhouse: plans are under review. Plans have been received for phases 2 and three of the project; review is underway
9. Beyond Green – the developer is wrapping up the construction of the water main extension in Greensferry Road, south of Lancaster Avenue. The Greensferry/Lancaster intersection is once again open to the public. The work is substantially complete. We are waiting on the contractor to return and complete clean-up work.

10. A 3-unit commercial building has been proposed at 14747 Kimo Ct; pre-application meeting has been held, site plans have been submitted: site plan review has been completed and approved: construction is expected to begin soon.
11. A gas station/mini mart (Circle K) has been proposed at the SE corner of the intersection of Highway 41 and Boekel Rd. Plans have been submitted, planning redlines have been returned to the applicant for revisions.
12. Ragged Ridge Machinery, a machine shop, was proposed north of Ace Hardware on Boekel Rd: Site plan review has been completed
13. C&S Auto has begun construction, directly across Highway 41 from Ace Hardware
14. Outlaw Coffee: a drive through coffee shop has been proposed in lot 5 of the Westwood Commercial Park, pending completion of the final plat
15. Old European Coffee: a drive through coffee shop has been proposed in the Hadley Meadows Commercial Lots; Pre application meeting pending

i. Long Plats:

1. Raghorn Estates – Preliminary Plat has been approved. Subdivision plans have been reviewed and approved. Construction activity has begun.
2. City Hall Addition – Site plans have been approved and construction is underway.
3. Westwood Pines Commercial Park, the preliminary plat has been approved by Council; construction of infrastructure is underway
4. "Solara" – the preliminary plat of "Solara" on the Arestad property at the SE corner of Boekel & Meyer was approved by Council on Nov 12, 2025:

   Construction drawings have been submitted and are under review, CIA has been prepared transmitted to the Engineer of record.
5. Thayer Farms West 1st Addition – subdivision construction plans have been submitted and approved by City Staff. Construction activity has begun.
6. Meyer Meadows 1st Addition – the subdivision plans have been reviewed and approved. Site clearing has begun and underground utility installation work is expected to begin soon. We expect an upcoming temporary road closure for Lancaster Road, so that the contractor can extend and connect a water main across Lancaster Road at the Radcliff Street intersection.
7. Beta Industrial Park: A 13 lot commercial/industrial park has been submitted and has been approved by council;

j. Short Plats

1. A 2-lot short plat (Hollice Wood Short Plat) has been proposed for the commercially zoned remainder parcel of Hollice Woods (south of the railroad tracks): this short plat would separate the lot to be dedicated to the Northern Lakes Fire District from the balance of the property, which is proposed to be a 19-unit mixed business park. A pre-application has been held: we are waiting for submission of an application.
2. A two lot short plat has been submitted for the property located at the SW corner of the intersection of highway 41 and Lancaster Rd: the purpose of the short plat is to separate the commercially zoned portion of the property from the residential portion: The Lancaster 41 West short Plat was approved by Council: submittal of the final plat is pending

k. Zone Change

1. A zone change has proposed for a 55.38 acre parcel of land on Meyer Rd (previously subject to the Meyer zone change for Hospital Purposes) to amend the zoning from Commercial to MR. This application was presented

to the Planning & Zoning Commission and is being forwarded to the Rathdrum City Council with a favorable recommendation. The Matter was tabled by the City Council until June 24: the Bunchgrass Rezone was approved by council, now pending further negotiation

I. Annexation

1. An annexation has been proposed for property consisting of approximately 31.28 acres of land adjacent to Boekel Rd (property previously subject to the Boekel Ranch 2025 Annexation). The Matter was tabled by the City Council until June 24: the Viking Boekel Annexation was approved by Council with a Conditioned MR zoning designation.

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Council Report for August 12, 2026, Council Meeting

106 Work Orders
215 Locates
65 Chlorine samples
10 Bacteriological Samples

Field staff is continuing to verify programming and installing new ERTs throughout the City.

Field staff performed a simulated shut down of Lift station 2 and Greensferry lift station in anticipation of work being done on our force main to Post Falls to determine detention time of the stations.

Our contractor, Bigfoot Technical services has completed the installation of our new SCADA computer. PLC's in some stations are to follow.

Field staff has completed valve exercising for a mainline shutdown for a new infill project on 4th street.

Staff is currently working on the procurement of new trucks for snowplowing using funds saved from last year's plowing operations.

One of our employees, Jake Anilionis, is now a licensed Backflow Assembly Tester.

The water shutdown and tie in for Meyer Meadows was completed in conjunction with Engineering and all the DEQ compliance materials have been submitted.

A chlorine injection system failed at Thayer Well #2 resulting in our staff re-routing the feed into Corbin Crossing subdivision to facilitate the repair.