

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

AGENDA

VISION STATEMENT

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

NOTE: A Proclamation by Governor Little, clarified the open meeting laws during this state of emergency, in which no more than 10 people shall physically gather at a time, includes an option for the community to hear the meeting timely through telecommunication devices. Public comment will be taken during that section of the meeting by indicating a raised hand through the Zoom meeting application. Public comments will not be acknowledged during any other time in the meeting.

The meeting will be aired on Zoom meeting network with the following options: Call in: US: US: +1 346 248 7799 or +1 646 518 9805 or 888 475 4499 (Toll Free) or 877 853 5257 (Toll Free) or Meeting URL: <https://zoom.us/j/228979365?pwd=OFhoNjFhVHhNKQnlZdDZseklTZE5xZz09> Meeting ID: 228 979 365 Password: 021192

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item E - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

April 7, 2020: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Aaron Richner The Cause (CDA)

C. PLEDGE OF ALLEGIANCE:

D. AMENDMENTS TO THE AGENDA: Any items added less than forty-eight (48) hours prior to the meeting are added by Council motion at this time.

E. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

F. PRESENTATION:

1. PROCLAMATION- WEEK OF THE YOUNG CHILD – APRIL 11-17, 2020

Accepted by: Beth Oppenheimer

G. ANNOUNCEMENTS:

- 1. City Council**
- 2. Mayor – Appointment of Jim Windisch to the Library Board**

*****ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS**

H. CONSENT CALENDAR: Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.

1. Approval of Council Minutes for the March 17, 2020 and March 21, 2020 Council Meetings.
2. Approval of Bills as Submitted.
3. Setting of General Services/Public Works Committee meeting for Monday, April 13, 2020 at 12:00 noon.
4. Setting of a public hearing for April 21, 2020 – the consideration of the exchange of real property owned by the City of Coeur d’Alene located on Blackwell Island in the City of Coeur d’Alene, Idaho, for real property owned by Active West Developers located between Lacrosse Avenue and Lakewood Drive in the City of Coeur d’Alene, Idaho
5. Approval of a Cemetery Transfer from Roger and Donna Brown to Nancy Joye and Joel Palmer; Lot 03, Block 40, Section E, Forest Cemetery.

As Recommended by the City Clerk

6. **Resolution No. 20-022-**
 - a. Approval of an agreement with ARK Commercial Roofing in the amount of \$36,601.10

**As Recommended by the Wastewater Treatment Superintendent
Pursuant to the purchasing policies adopted by Res. 17-061**

I. OTHER BUSINESS:

- 1. Resolution No. 20-023 -** Approval of agreement with Road Products, Inc. for the 2020 Chipseal project.

Staff Report by: Chris Bosley, City Engineer

- 2. Resolution No. 20-024 –** Reject of bids for the Police sub-station tenant improvement project at 214 N. 3rd Street and direct staff to negotiate an agreement.

Staff Report by: Lee Brainard, Police Captain

3. **Resolution No. 20-025** -Approval of the Assignment of the Contract for the Atlas Waterfront Park with LaRiviere Equipment and Excavation, Inc. to Coeur d'Alene Urban Renewal Agency, dba ignite cda.

Staff Report by: Mike Gridley, City Attorney

4. Discussion regarding COVID – 19 policies and recommendations to staff.

Staff Report by: Melissa Tosi, Human Resource Director

J. ADJOURNMENT

This meeting is aired live on CDA TV Spectrum Cable Channel 1301
and on Facebook live through the City's Facebook page.



Coeur d'Alene

CITY COUNCIL MEETING

April 7, 2020

MEMBERS OF THE CITY COUNCIL:
Steve Widmyer, Mayor
Council Members McEvers, English, Evans, Gookin, Miller, Wood

PRESENTATIONS

PROCLAMATION

WHEREAS, the Idaho Association for the Education of Young Children and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 11th to 17th, 2020; and

WHEREAS, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Coeur d'Alene, Idaho; and

WHEREAS, teachers and others who make a difference in the lives of young children in Coeur d'Alene, Idaho deserve thanks and recognition; and

WHEREAS, public policies that support early learning for all young children are crucial to young children's futures; and

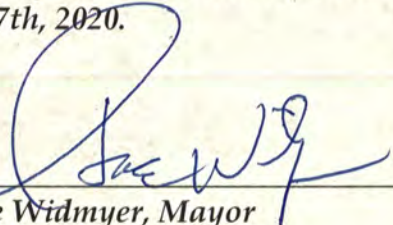
NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of April 11th through April 17th, 2020 as

"WEEK OF THE YOUNG CHILD"

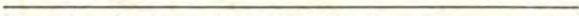
In Coeur d'Alene, Idaho and encourage all citizens to work to make a good investment in early childhood in Coeur d'Alene, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this April 7th, 2020.




Steve Widmyer, Mayor

ATTEST:


Renata McLeod, City Clerk

ANNOUNCEMENTS

Memo to Council

DATE: March 31, 2020

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the April 7th Council Meeting:

JIM WINDISCH

Library Board

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Bette Ammon, Library Director

CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM

March 17, 2020

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room, March 17, 2020 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Woody McEvers) Members of Council Present
Amy Evans)
Christie Wood)
Dan Gookin)
Dan English)
Kiki Miller)

CALL TO ORDER: Mayor Widmyer called the meeting to order.

INVOCATION: Pastor Paul Van Noy with Candlelight Church provided the invocation.

PLEDGE OF ALLEGIANCE: Councilmember Evans led the Pledge of Allegiance.

MOTION TO AMEND THE AGENDA: Motion by McEvers, seconded by Wood, to add Item F. (2) Presentations – Declaration of Local Disaster Emergency to the agenda, as an emergency item which was necessary to add to the agenda at this time.

ROLL CALL: Gookin Aye; Miller Aye; English Aye; McEvers Aye; Wood Aye; Evans Aye.
Motion carried.

CORONAVIRUS UPDATE: Lora Whalen, Director of the Panhandle Health District, presented an update on the Coronavirus in the community. She noted that, globally, the numbers change daily. There are over 180,000 cases with a reportable 7,426 deaths coming from over 120+ countries. In Idaho, they have eight cases, and no deaths. In North Idaho, they have no cases, and are testing. Ms. Whalen commended Kootenai Health for what they have set up in rapid order in the way of testing, with a drive-through testing facility at 2207 Ironwood Drive. Clients that go through the drive-through site need to have a doctor's order and there are some criteria that they need to fit, including travel to one of the affected countries, and being symptomatic.

Yesterday the facility tested 55 or so, and today 141 went through the drive-through testing. Yesterday they started sending the tests to the University of Washington. Panhandle Health is an Incident Command, along with Kootenai Health, and the Emergency Operations Center (EOC) is also set up. Their partners have been incredible throughout the event. They set up a

hotline two weeks ago where people can call and get their questions answered. The hotline is now open six days a week, Monday through Friday, 8 a.m. to 7 p.m., and Saturday, 9 a.m. to 1 p.m. Yesterday they had 345 calls. She noted that the biggest current concern in North Idaho is Personal Protective Equipment (PPE) for health care workers and first responders. They are most especially in need of N95, respirators. Ms. Whalen said that the virus is spread by droplet and is very contagious, and that is why the emphasis is on respiratory etiquette, social distancing, washing your hands and, most importantly, staying home if you are sick.

Ms. Whalen explained that the President came out yesterday with “15 Days to Slow the Spread” program. She noted that the virus is brand new, and no one has had any experience with it, making us all susceptible. The data is showing that most people with the virus are going to have a mild illness with flu-like symptoms, fever, cough, and a little shortness of breath. Fifteen percent of folks are going to be pretty ill and will end up in the E.R., their oxygen levels will be low and they may need some oxygen and will be in the hospital. Two to five percent of people are going to end up needing a ventilator and will be critically ill. The vulnerable population are older folks, anybody with an underlying condition, or being immuno-compromised, so those are the folks they are trying to protect. The country is trying to stop the spike for the purpose of preserving hospital beds. Ms. Whalen explained that there is no cure for the disease. They are developing a vaccine, but that is more than a year out. She noted that one change in the President’s directive yesterday is that if someone in your household has the virus, everybody in your household will need to stay home until the virus is cleared. The other thing the President said is that gatherings should be no more than 10 people, so we need to think about how we are going to have meetings and how we are spaced at our tables with social distancing.

The other big point is that the President is asking for 15 days to avoid eating or drinking at bars, restaurants and food courts. The use of drive through pick-up and delivery options is encouraged. The President is also asking that citizens think about discretionary travel, and to not go into a nursing home. Ms. Whalen said that Dr. Cook, Coeur d’Alene School District Superintendent, asked her to give an update regarding schools. They have all decided to dismiss schools until April 6, and then reevaluate. Dr. Cook also wanted her to share that they are going to start feeding any child that wants to eat starting Wednesday at multiple locations. It does not matter if the child is on free or reduced meals, and they will be fed breakfast, snack and lunch daily. On Wednesday they are also opening for emergency childcare at Ramsey Elementary for K-5 students of health care workers, emergency services and first responders.

Councilmember Miller asked if there was a FAQ page somewhere on Panhandle Health District’s website. Ms. Whalen said that their website has multiple links to multiple facts. The bulk of the phone calls that they are receiving are from people who are worried and are wanting to be tested. She noted that testing should be reserved for those that are symptomatic because it takes awhile to get the testing back, and the test is not an easy thing to do and involves a nasal-pharyngeal swab. She also noted that their medical reserve corps (all volunteers) are the ones who are primarily staffing the calls and they are doing a great job.

Ms. Whalen reminded everyone that they have to go to reliable, trusted sources, and their website is one of them. The Center for Disease Control, the National Institute of Health, and

coronavirus.gov. She noted that there is so much information out there that is wrong and it is fueling some of the anxiety that they are seeing in the community.

Councilmember Wood asked about the availability of testing, and if there was a concern they will run out. Ms. Whalen explained that they are doing testing if people meet the criteria or if a provider thinks that they need to be tested. Councilmember Wood asked if the health professionals have the supplies they need. Ms. Whalen said that they are low on PPE. The hospitals have a call with the Governor tomorrow to discuss that issue. She noted that it is an issue for first responders as well. Ms. Whalen said that there are a lot of different data points you can look at, but this is going to go on for a while. She noted that the Panhandle Health District hotline for COVID-19 is 877-415-5225, or they can visit the Panhandle Health District website <http://panhandlehealthdistrict.org/>.

The Mayor invited Police Chief Lee White, Fire Chief Kenny Gabriel, and Deputy Fire Chief Tom Greif to report.

Chief Gabriel said that it has been a busy week. They have been working diligently with their partners, including the County and the Emergency Operations Center (EOC) that is up and running right now. Some of the things they have done in the Fire Department is they have completely changed the way they react to a general illness or respiratory call and limit the amount of people that go to the call. They do have a good supply of masks and gowns and are doing their best to stay on top of it. He noted that there is a one billion mask shortage right now and that a lot of the masks are made outside of the country and they are not being shipped in, which will be a problem that continues moving forward.

Chief Gabriel said that they made the difficult decision to limit the community into the fire stations in an attempt to minimize exposure. They are trying to only send information that comes from the Panhandle Health District. He also said that Deputy Chief Greif is the Operations Chief at the EOC right now. Deputy Chief Greif said that all the fire departments in the County got together a couple of weeks ago, and made modifications to their responses for consistency across the County. Their priority is to keep the responders healthy and limit exposures. They have discontinued ride-alongs, senior projects with the high school, and public meetings at Station facilities. Councilmember Wood said that she thinks it is important for them to educate the public about the chain of command as people are looking to the Mayor and Council and the County Commissioners. She asked Deputy Chief Greig to talk about the chain of command at the EOC. Deputy Chief Greif said that the EOC went into effect Monday through Friday, 8 a.m. to 5 p.m.. At this point, Sheriff Wolfinger and Chief Way from Kootenai County EMS are sharing the Incident Commander role and from there it breaks down into operations, logistics, planning, and finance.

Police Chief Lee White said that, externally, the public should notice no decrease in service from the Police Department; however, they have started increasing some of their patrols around stores and supermarkets to discourage some of the inappropriate behavior. Prioritization discussions have taken place, but they are not implementing them at this time. They have encouraged people to take advantage of online services, including making online reports; however, people still have

the opportunity to go to the police station or still have an officer respond under most circumstances.

Chief White said that there are a number of things that are occurring internally that the public won't see. For instance, some of their School Resource Officer duties have been redirected because the schools are not in session right now. All of the functions that are statutorily required and all essential services will continue as usual. They have a number of staffing models that they have created and that will be implemented based on absentee levels that they may see, or depending on the needs of the community. They have a rotation of specialty assignments. The IT staff have conducted testing for all of their equipment to make sure that they can continue to operate as normal for folks who may need to work off site. Areas are being cleaned twice a day. They are taking adequate precautions to make sure that their folks can continue providing service to the community as normal.

MAYOR'S DECLARATION OF LOCAL DISASTER EMERGENCY.

RESOLUTION 20-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, FINDING THAT AN EMERGENCY EXISTS, PURSUANT TO TITLE 46, CHAPTER 10, IDAHO CODE, AND IDAHO CODE SECTION 67-2808; RATIFYING THE MAYOR'S OFFICIAL DECLARATION OF A LOCAL DISASTER EMERGENCY; AND EXTENDING THE DECLARATION FOR THIRTY (30) DAYS IN ACCORDANCE WITH IDAHO CODE SECTION 46-1011, IDAHO CODE.

Mayor Widmyer read the full Declaration of Local Disaster Emergency.

Staff Report: Mike Gridley, City Attorney, explained that the Mayor just read an emergency declaration that he is allowed by law to sign. The declaration lasts for seven days, and the resolution asks the Council to extend the emergency declaration for 30 days, which will then be revisited, if necessary, after the expiration of 30 days.

DISCUSSION: Councilmember Gookin asked Mr. Gridley to explain what kinds of powers they are we granting the Mayor. Mr. Gridley said that it allows the Mayor to coordinate with staff, law enforcement and public safety to take steps as necessary to preserve and protect the health and welfare of citizens; specifically, they cannot be bound by purchasing/state bidding laws. By adopting the resolution, it also allows them to get into the process of any federal or state assistance through the emergency programs that will be set up.

Councilmember Gookin asked if there was anything that restricts getting around the bidding laws to only items related to the disaster. Mr. Gridley responded that he thinks they would need to show a necessity. He noted that the statute talks about acting in response to an emergency and the needs thereof. Councilmember Gookin asked if the Declaration of Emergency affected the open meeting laws or public records requests. Mr. Gridley responded that it did not. He further commented that public meeting and public records laws don't have emergency provisions. He said that they do have the ability to meet the open meeting law by telephone right now as long as they have one person available with a clerk, and the ability for the public to be able to listen to

the meeting in real time. They are working through it right now with the Attorney General's Office. He noted that some states have taken more extensive steps to say that the open meeting law doesn't work in this environment, but Idaho has not done that yet.

Councilmember Gookin said that a lot of the concern that he hears out there would be whether it gives the government authority to close businesses. Mr. Gridley said that, at this point, closure is voluntary. He said that this is uncharted territory in many ways and at this point in time, he doesn't think they have the authority to say that a business must close. It is one of the questions they are still looking at. Councilmember Gookin asked if anything in the Declaration suspends anyone's rights. Mr. Gridley responded that it does not. Councilmember Wood said that they see across the nation where Governors haven't ordered to shelter in place, but Mayors have. She asked if the Declaration would give the Mayor the ability to help people shelter in place if they needed to. Mr. Gridley said that he thinks that they are still at a point of recommending that, but they don't have a definitive answer at this time. He commented that, hopefully, people will recognize the seriousness and will voluntarily take actions as recommended.

Mayor Widmyer said that through the last week to ten days the Council has been very good about giving their input and, hopefully, they have been good at getting information out to everyone. He commented that he thinks the Declaration opens up funding opportunities. The situation is changing by the hour and if there is a serious decision that can be made and they have time to gather the Council together for a special call meeting, that is what he would always want to do.

MOTION by Evans, seconded by Wood, to approve Resolution 20-021, declaring a local disaster emergency.

ROLL CALL: Wood Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin Aye; English Aye.
Motion carried.

Mayor Widmyer thanked Ms. Whalen and noted that he has been in constant contact with her, Chief White, Chief Gabriel, and Deputy Chief Greif. He further commented that they are in a fight to save lives, and it isn't going to be easy and we must all come together. This is an enemy that you can't see, and we need to follow all our health care professionals' advice. He further stated that the city of Coeur d'Alene is going to do everything they can to get the information from PHD, the Department of Health & Welfare, and the Governor's Office. There is going to be some financial help that is going to come forward too for small businesses and for people who are displaced out of work, and they will get that information out to everybody too. The Mayor said that he and the Council are determined to do everything that the city of Coeur d'Alene can do and he believes that, together, we will beat the virus.

GEORGE IVES RECOGNITION OF SERVICE: Hilary Anderson, Community Planning Director, recognized George Ives for serving on the City's Design Review Commission for 16 years. She noted that he was one of their founding members and mentioned some of the things that the commission has worked on over the years. She also explained that Mr. Ives has also served as Chairman of the Commission since December, 2007. She thanked him for his leadership and for volunteering his time and talent, and presented a plaque.

Mr. Ives thanked staff, noting that it has been his pleasure working with them over the years. He noted that they have had some very contentious hearings, which have always been productive because the exchange of views lets everyone get a clear sense of what is taking place. As they have refined the process, the staff has been excellent and the members of the Commission have been very cooperative. He thanked the City for allowing him to be a part of the planning of Coeur d'Alene.

PUBLIC COMMENT:

David Lyons commented regarding the midtown restricted parking program, and reviewed survey answers. He noted that the fundamental program is that people don't use the parking lots and it is easier to park on a side street than to walk a block or so, and that is why the Council adopted restricted parking in midtown. He submitted that when you ask people directly affected whether the problem has been fixed and whether the program worked, he thinks the answer is overwhelmingly yes. He noted that there was some comment in the staff report about the opinion being mixed or uneven, but that was in response to questions to a broader audience. Mr. Lyons said that the staff proposal would continue restrictive parking until all the improvements and expansion planned for this summer has been done, and then it would end. He submitted that it is a bad idea because it assumes that the new parking lot improvements and expansion will work to fix the fundamental program. If the parking lots don't work and restricted parking is dead, then they are back where they were a year ago, so he suggested that Council continue the restricted parking program until 60 days after all the improvements. He commented that he agreed that the excessive calling by one person to the police is bad and it must stop, and said that the person now swears that it will stop or it has stopped. Mr. Lyon noted that the midtown infill overlay ordinance the City promised it would encourage development while protecting the surrounding neighborhoods, and that the City would pursue a "sensitive form of development."

Bob Small, from Lake City Center, said that he wanted to update the Council on some of the things they are trying to do to continue serving the most vulnerable people in the community. He noted that every day at 6:30 a.m. they start sanitizing and cleaning. At the end of each evening, they go through the same routine again. They have continued their congregate meals, but yesterday they wanted to try something that would help others that want to continue distancing themselves. Starting today they opened a drive through where citizens can drive in and they serve them in their vehicle. It has gone over very well and they had 17 people drive through. The Center has taken a hit financially. The tax aid program has been interrupted for at least two weeks. They spend about two hours each evening trying to find ways to get more hand sanitizer, wipes, etc. The feedback they are getting from the community is fantastic. The Meals on Wheels program has not been interrupted yet. They still have volunteers who are coming to make sure that 110 meals are distributed every day in the community to home bound and disabled seniors.

CONSENT CALENDAR:

1. Approval of Council Minutes for the February 26, 2020 and March 3, 2020 Council Meetings.
2. Approval of General Services/Public Works Committee Minutes for March 9, 2020.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services and Public Works Committees meetings for Monday, March 23, 2020 at 12:00 noon.
6. Resolution No. 20-017 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, FOR: APPROVAL OF BELLERIVE BY THE RIVER FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT AND SECURITY (S-6-19); APPROVAL OF A GRANT AWARD AGREEMENT WITH UNITED WAY OF NORTH IDAHO FOR A KINDERGARTEN BOOT CAMP WITH PUBLIC SERVICES FUNDING IN THE AMOUNT OF \$44,000.00; DECLARATION OF MINUTEMAN SECURITY TECHNOLOGIES AS THE SOLE SOURCE PROVIDER FOR THE PURCHASE OF A GENETEC LICENSE PLATE RECOGNITION SYSTEM FOR USE BY THE CITY'S PARKING ENFORCEMENT CONTRACTOR (DIAMOND PARKING), AND AUTHORIZATION FOR THE PURCHASE OF THE SYSTEM; APPROVAL OF AN AGREEMENT WITH HANDSHAKE PRODUCTIONS FOR THE 2021, 2022, AND 2023 COEUR D'ALENE CITY PARK SUMMER CONCERT SERIES; AND APPROVAL OF THE LOWEST RESPONSIVE BID AND AWARD TO BADGER METER FOR THE PURCHASE OF NEW WATER METERS FOR THE WATER DEPARTMENT.

MOTION: Motion by McEvers, seconded by Gookin, to approve the Consent Calendar as presented, including **Resolution No. 20-017.**

ROLL CALL: Evans Aye; Miller Aye; McEvers Aye; Gookin Aye; English Aye; Wood Aye.
Motion carried.

COUNCIL COMMENTS:

Councilmember Miller commented that the Library is closed. They are still doing curb-side pickup for books, but she doesn't know how long that is going to continue. Citizens can request a book to check out online, and they need to bring their library card. The Library will have it ready when the citizen drives up so there doesn't need to be any contact.

Councilmember Miller also commented that she has been involved in discussions with CDA Economic Development Corporation, the University of Idaho, and some other venture capital professionals regarding applying for a Capital Challenge grant. The group has agreed to move forward for a preliminary submission and if that moves forward in June, will put a final request in. If the grant is received, it would fill a niche in the community for education and resources for both potential investors and start up businesses with possible future financing mechanisms for regional venture capital and/or angel funding organizations.

RESOLUTION NO. 20-018

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, AUTHORIZING THE SOLE SOURCE PROCUREMENT OF A PRECAST CUSTOMIZABLE RESTROOM STRUCTURE FROM CXT PRECAST PRODUCTS, INC., AND AUTHORIZING THE CITY CLERK TO PUBLISH THE NOTICE OF A SOLE SOURCE PROCUREMENT REQUIRED BY IDAHO CODE § 67-2808(2).

STAFF REPORT: Bill Greenwood, Parks & Recreation Director, presented a request that Council declare that there is only one vendor reasonably available, CXT Precast Products, Inc., to provide a customizable precast restroom as replacement for the “Bricks” City Park restroom.

Mr. Greenwood explained in his staff report that the “Bricks” restroom, at the north end of City Park is antiquated and failing, with many maintenance issues as well as difficulty in finding replacement parts. In addition, the foundation is settling enough to cause difficulty for doors to be opened and closed, making entrance to the facility difficult for many park users. There is \$350,000 budgeted for the project, and the cost of the structure is \$263,900 delivered. They will use separate contractors for the demolition, which will cost \$8,500, relocations and hookup of the utilities, which will cost \$21,650, and the apron and sidewalk around the perimeter of the building, which will cost \$11,500.

Mr. Greenwood further noted in his staff report that, after investigation, it was found that CXT is the only precast company that can provide a customizable design to fit their needs for design and layout to including changing rooms. The new restroom will provide a nice addition to the park, with much less maintenance costs. The new facility will create better ADA access, as well as changing rooms for NIC women’s softball (the City’s partner for the Memorial Field Grandstand remodel. He said that the restroom would be a prefabricated, precast building, like the one at Landings Park. They chose the color and motif on the rock because they thought it would fit very well in the park. There would be two separate changing rooms for both teams. The Ladies and Men’s rooms would each have five commodes.

DISCUSSION: Mayor Widmyer asked if the changing room would have direct doors into it. Mr. Greenwood responded that there would be doors on the east and west; however, the entrance into the restroom is separate. Mr. Greenwood noted that the changing rooms would be strictly for NIC’s games; however, that doesn’t mean it won’t change in the future. Councilmember Wood commended Mr. Greenwood for his work on behalf of North Idaho College. She said that it will be life changing for the girls’ teams and appreciates that it will come on board soon. Councilmember Gookin asked why the facility is being replaced. Mr. Greenwood explained that after they had to retool the Memorial Grandstands project due to it being overbudget, and a Title IX concern, they determine this would be the best fix. Councilmember Gookin acknowledged that he had asked Mr. Greenwood earlier about the restroom at Person Field, and how it was worse shape than the restroom facilities in City Park. He commented that it seems that Person Field keeps getting pushed to the back of the line. Mr. Greenwood said that they can certainly look at it this budget year and see what we can do to fund another facility at Persons Field.

Councilmember Wood explained that Title IX is essential, and that it requires that females are given the same opportunities as males, and the same kind of facilities. The entire project came about because NIC provided \$150,000 check to the City to focus on the Memorial Grandstands. The changing rooms were going to be a part of the Memorial Grandstands, and then it changed. She commented that Mr. Greenwood, Administration and the Mayor got busy looking for other ways to accommodate the partnership, and that's what the proposal grew out of.

Mr. Greenwood commented that there are a lot of changes that can go on at Persons, and that this type of unit might work well there, just by excluding the changing rooms. He also noted that the City Park restroom also has some ADA issues in that the doors are a little narrow and the foundation is settling to the degree that they can't really open the doors easily.

MOTION: Motion by Gookin, seconded by English, to approve **Resolution No. 20-018;** declaring CXT Precast Products, Inc. as the Sole Source Provider for the purchase of a customized modular restroom to replace the "Bricks" City Park Restroom.

ROLL CALL: Miller Aye; McEvers Aye; Gookin Aye; English Aye; Wood Aye; Evans Aye.
Motion carried.

The Mayor announced that the Ground Disturbance Permit item was removed from the Council Meeting agenda.

RESOLUTION 20-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, EXTENDING THE MIDTOWN PILOT PROJECT FOR CERTAIN PERMITTED RESIDENTIAL PARKING ONLY AREAS.

STAFF REPORT: Hilary Anderson, Community Planning Director, presented a request that Council direct staff to continue the Midtown residential parking permit program until improvements are made to the Midtown public parking lots, or provide other direction to staff.

Ms. Anderson explained that the City Council adopted a one-year pilot program for resident-only parking in Midtown at their April 2, 2019 council meeting. As part of the Resolution, it was required that 66% of the residential use property owners participate, which they did receive. Signage was installed on the effected blocks on April 9th and the vehicle tags were sent out. Six homes participate and each home can receive two of the vehicle tags. Administration of the program is similar to the Fort Grounds permit program. Ms. Anderson reviewed the boundaries of the program. Ms. Anderson noted that they looked at different options for enforcement, including Diamond Parking and Northern Security. They made a determination at that time that it made the most sense for the Police Department to do the enforcement, recognizing that priority calls would have to take priority over the program.

Ms. Anderson commented that the public parking lots are being used. The City also worked on acquiring the additional residential property on 3rd street, with plans of expanding the parking lot off of 3rd street. They have a commitment from ignite cda to purchase the lights for the public

lots, and are going to re-pave, stripe, and add lighting and new signage as well. They have bids for demolition of the home on 3rd street so they are ready to take action to improve the public lots. The project will be done this year. Ms. Anderson said that also added the midtown parking lots to the City's GIS mapping. Trinity Lutheran also added the option for the public to park in their lot, so they are working with Diamond Parking. They have also added Rectangular Rapid Flashing Beacons (RRFBs) on 4th Street, which helps with safety.

Ms. Anderson also provided an update on the Midtown Development Project. She said that ignite cda selected the Midtown Ventures, LLC project for the property that is just north of the Capone's area, adjacent to the public lots on 4th Street. Their latest concept was presented to ignite on February 19th. They have scaled the project back quite a bit; removed the top floor, changed the number of square footage for commercial uses and the residential count to 25 apartment units. One unit will be on the ground floor to meet the ADA accessibility requirements. The commercial part will now be under 5,000 square feet, and they have added some additional parking as well, for a total of 53 spaces. They are also including about 5,200 square feet of green space. Ms. Anderson reviewed the midtown parking survey results. She noted that about 39 people participated in the survey, including a mix of residents participating in the pilot program and residents who were not, patrons, organizations, businesses, and "other" (persons who lived in midtown and worked there, or lived in midtown and were patrons, etc.) There was a mix of results. Most of the residents that are in the pilot program felt like the situation was improved, and some thought not significantly. Ms. Anderson noted that the streets are for the public as well, so the survey was not just for the pilot program because they want to see the overall impact. They also wanted to find out why people are using or not using the public parking lots. Those who are using the lots said that convenience is the biggest factor. For those that do not use the lots, some people thought it was an inconvenience. They also heard that the lots are maybe not as well signed as they could be, and that oftentimes they are full. Survey participants were asked how well they think the program is working, and the majority response was that it is working poorly. From the staff perspective in looking through the results, it is not a win-win, or a perfect program.

Ms. Anderson said that the area did receive a lot of calls, and noted that 40% of all of the calls city-wide related to parking were for this area, on one street. From the Police Department perspective, that is a significant drain on resources and it is concerning if the program is going to continue either as pilot program or in perpetuity that they could expect a similar drain on resources. Staff's recommendation is to extend the pilot program until the parking lots are improved, and Ms. Anderson also asked for any suggestions regarding improvement of signage. They are looking at changing out the signs when the program expires, with something that says it is a "congested area" and directing people to the public parking lots which are a block away. Ms. Anderson said that the Streets & Engineering department is also currently looking at two parking signs, one for each of the entrances of the two public parking lots, that would be backlit so that they would be visible at night, and there is interest in doing some more creative, artistic, visible signs as well.

DISCUSSION: Mayor Widmyer asked if staff knows the identity of the three permit holders who would not repurchase a permit. Ms. Anderson said that the survey was created for anonymous responses, but they could try and figure it out. Mayor Widmyer said that he thinks it might be important moving forward, and commented that they don't want to force a residential

program onto someone that doesn't want it. Councilmember Wood said that Council is interested in solving the issues in midtown and have been working with the neighbors. She noted that is open to Mr. Lyons' proposal, and commented that she spent 26 years with the Police Department, so she is well aware of the kind of calls for service that are a priority. She thanked Mr. Lyons for coming out on behalf of his neighborhood, and proposed that Mr. Lyons take a message back to them that it is intolerable to go on with that kind of a call load, and that if it were to continue in that way, she thinks that council would be forced to shut down the pilot program.

Councilmember Evans asked if the citizens who have been making excessive calls been coached that it has crossed the line of appropriateness. Ms. Anderson said that she understands that they have, but there have been additional calls since the coaching. Chief White commented that conversations were held several times with this resident, and the calls continued. His understanding is that the calls have dropped off dramatically since one of the councilmembers had another conversation with that individual. However, as of March 11, they have had a total of 85 parking calls throughout the city and 23 of them still came from that same individual. Some of the problem is that Diamond couldn't do the enforcement because it was after hours. After hours is when the Police Department is at their busiest, so oftentimes it is taking away from other more proactive activities that they would be engaged in. Councilmember Gookin said that he had met with the individual, and asked if have the calls have continued. Chief White said it was his understanding that from January 1 to March 11 there were a total of 23 calls, and 14 were specifically from that one individual. He confirmed that since he didn't have the specific dates of the calls, theoretically the calls could have stopped since the date that Councilmember Gookin spoke to the person.

Councilmember Gookin said that the impression he gets is that the neighbors want the program to continue. He noted that he thinks the parking lot lighting will help and hopes that the neighborhood signage can remain. Councilmember Evans said that she is uncomfortable with the drain on resources that will continue if the pilot project is extended, especially during this time. She asked if they put up the "congested area" signs, would it still be by permit only. Ms. Anderson clarified that once the permit program expires the signs would be changed out, to no longer state permits are required. Councilmember Miller clarified that this is test program, and that is why Council is reviewing it at this benchmark. She commented that when you have the actual participants not being unanimous that they would renew their permit or even wanted the program to continue, that doesn't tell her that it is overwhelmingly successful. She said that it feels to her that the City has built a huge amount of time and resources. She also thinks data is skewed with one person overwhelming the calls, and creating an issue where there shouldn't have been one, but thinks that canceling the program when the public parking lots come online makes the most sense. She commented that if there is signage, there is habit built. People know there was permit parking in that area so they will be more amenable to going to a different area already since a pattern has been created. She said that her feeling is they did their job, they fulfilled the request and tried it, but it has been an overwhelming amount of study and work and it is not a unanimous, wildly successful program.

MOTION: Motion by Gookin, seconded by Wood, to approve **Resolution No. 20-019**, approving an extension of the Midtown Parking Pilot program until improvements are made to the Midtown public parking lots, plus sixty days, and then the pilot program would be terminated.

DISCUSSION: Councilmember Gookin clarified his motion that when the parking lots come online, the program would continue for an additional 60 days, and then would end. The signs would be changed out when the pilot is done. He commended Ms. Anderson on her excellent staff report.

Councilmember Gookin said that they get a lot of pressure from other neighborhoods about restricted parking, and he really doesn't want to keep on doing it. He commented that he doesn't like going to visit other towns where you see signs on the street where it says permit parking only, and that going down that path would not be something he would want to do.

Councilmember Miller said that there are other neighborhoods involved and it is a public street. You have to do what is fair to all of the neighborhoods.

ROLL CALL: Wood Aye; Miller Aye; McEvers Aye; Gookin Aye; English Aye; Evans Aye.
Motion carried.

RESOLUTION 20-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING ITS INTENT TO EXCHANGE REAL PROPERTY OWNED BY THE CITY OF COEUR D'ALENE LOCATED ON BLACKWELL ISLAND IN THE CITY OF COEUR D'ALENE, IDAHO, FOR REAL PROPERTY OWNED BY ACTIVE WEST DEVELOPERS LOCATED BETWEEN LACROSSE AVENUE AND LAKEWOOD DRIVE IN THE CITY OF COEUR D'ALENE, IDAHO, AND TO SET A PUBLIC HEARING FOR FURTHER CONSIDERATION OF THE EXCHANGE.

Staff Report: Troy Tymesen, City Administrator, presented a request for Council to declare the City's intent to convey Kootenai County Parcel number C-0000-014-4150 to Active West Developers in exchange for Active West Developer's Parcel 3 & 4 of the former Union Pacific Railroad right of way between Lacrosse Avenue and Lakewood Drive and set a public hearing date for April 7, 2020 for further consideration of the conveyance/exchange. Mr. Tymesen explained that the City owns 1.83 acres of land located on Blackwell Island, identified as Kootenai County Parcel number C-0000-014-4150. Active West Developers is under contract to acquire the former Union Pacific Railroad right of way in Riverstone between Beebe Boulevard and the US-95 Bridge. Parcels 3 and 4 of the UP right of way are needed by the City to construct the extension of Lacrosse Avenue to Lakewood Drive. The City and Active West Developers are proposing to exchange these properties for the mutual benefit of each party. Active West Developers will also pay One Hundred Thirty-One Thousand Dollars (\$131,000) to the City. The exchange as proposed is for equal value, and is mutually beneficial to both parties.

Mr. Tymesen said that the City would use tax assessed valuations. The property the City owns at Blackwell Island is valued at \$300,000. Active West would take \$169,000 for the square footage that the City needs to acquire to build the road on, and thus the difference would be \$131,000. They would also like to bring ignite cda into it as the go forward. The land trade would provide much improved ingress and egress into Riverstone, and would be good for public safety.

DISCUSSION: Councilmember Wood asked about the public hearing process. Mr. Tymesen said that the City has a restricted way in which it can move its lands. Transfers are the easiest way and the public gets to comment on those types of transactions.

MOTION by Gookin, seconded by English, to approve **Resolution No. 20-020**, declaring intent to exchange real property with Active West Developers, and setting of a public hearing on April 7, 2020, pending, for the consideration of said property exchange, of city-owned land on Blackwell Island for Parcels 3 & 4 of the former Union Pacific Railroad right-of-way between Lacrosse Avenue and Lakewood Drive.

DISCUSSION: Councilmember Gookin clarified that the reason he added “pending” to the motion is because they are unclear of the status of the April 7th Council Meeting, and so it may be postponed. There will be a notice in the paper.

ROLL CALL: English Aye; Wood Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin Aye.
Motion carried.

ADJOURNMENT: Motion by McEvers, seconded by Miller, that there being no other business this meeting be adjourned. **Motion carried.**

The meeting adjourned at 7:54 p.m.

Steve Widmyer, Mayor

ATTEST:

Amy Ferguson, Deputy City Clerk

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM

March 21, 2020

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room March 21, 2020 at 2:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan Gookin) Members of Council Present
Dan English)
Woody McEvers) Participated via Conference Call
Amy Evans) Participated via Zoom teleconference
Christie Wood) Participated via Zoom teleconference
Kiki Miller) Participated via Zoom teleconference

CALL TO ORDER: Mayor Widmyer called the meeting to order. He noted that that Pursuant to Idaho Code section 74-204 subsection 2, this special meeting of the City Council of the City of Coeur d'Alene is being called because of an emergency involving injury or loss of life to the citizens of and visitors to this City, that emergency being the COVID-19 pandemic. The normal notice requirements of Idaho law are impracticable to take the action now proposed and would increase the likelihood or severity of the injury or loss of life.

STAFF REPORT: City Attorney Mike Gridley reviewed the proposed Ordinance and noted that it clarifies emergency powers given to the City under a health order. He noted that the Order proposed calls for a temporary closure of bars and restaurants and lasts for a term as set forth in the document, in this case 14 days and that it can be extended or terminated at any point it is deemed necessary. The penalty clause is set out as a misdemeanor offense.

Councilmember Gookin questioned why it needs to be done now, as there is no specific data being provided demonstrating that this would have an impact. Mayor Widmyer noted that there is world-wide data, and that the pandemic it is getting worse, and there are more people outside at bars and restaurants with Washington closed. He also explained that people not following the rules of social distancing. Councilmember Gookin asked what the Police Chief has to say about this action. Mayor Widmyer noted that both the Police Chief and Fire Chief have reviewed the document and supported it going forward for Council consideration. He also clarified that this is not going to be heavy handed enforcement. Councilmember Gookin expressed concern about this action putting people out of work. The Mayor noted that this action is intended to protect the citizens from the spread of the virus and that essential services are still open. Councilmember Wood noted that she understands the concerns about government being involved in private businesses; however, she believes the City needs to learn from other countries and take early steps to protect people, and believes that is the role of Council. Councilmember Evans concurred with Councilmember Wood's statement in that the Council must protect the citizens.

Councilmember Miller noted that her son recently traveled home from New York and that they are experiencing daily changes regarding public safety. She feels the City should follow what other communities are doing and look at lessons learned from other communities. Mayor Widmyer noted that restaurants are currently providing curbside delivery downtown and the City has dedicated some on-street parking stalls for that purpose. Councilmember Miller expressed concern over the restaurant workers getting sick. Mayor Widmyer noted that we would look to Panhandle Health District for direction. Mayor Widmyer noted that last night at 10:00 p.m. he drove through town and noticed that several bars, such as the Sunset Bar, and The Corner Bar already closed. However, he saw activity downtown and it scares him that the citizens are not social distancing, and are in groups larger than 10 and steps need to be taken. The Mayor felt it was important after meeting at Emergency Management Center to make a joint effort between all the north Idaho cities. Post Falls is impacted by Washington and feel they need to do something. Councilmember McEvers shares the concerns about shutting businesses down but it is the right thing at the right time for the citizens. Councilmember Gookin expressed concern of enacting a shutdown and other cities such as Hayden and Huetter do not then we are going to be pushing the problem elsewhere. Mayor noted that this will push them to do the right thing. Councilmember Gookin expressed concern that there will be unintended consequences, and would like to wait a week to give people a chance to do the right thing.

Mayor Widmyer explained that he had hoped the Governor would make the recommendation; however, he will not. Councilmember Wood is not in favor of delaying the decision and believes the other cities will be forced to make the same decision. She believes it is the Council's role to protect the citizens. Councilmember Gookin noted that he thinks the Council should protect people's rights and there is no data. Councilmember Wood expressed concern that there will be a time that they are not able to do testing, so there is no time wait, and believes the Council should take action. Councilmember English noted that he doesn't have any issues with supporting this action and doesn't believe it is soon, and fears it may be too late, a week from now there will be thousands of additional cases across the countries and more deaths. People are in various levels of denial about it and there is data out there, and this is our opportunity to act and is our job.

Mayor Widmyer noted that he understands the concern; however, people are making poor decisions and there are many stories about people infecting dozens of people and the people we need to protect are the most vulnerable. Councilmember Gookin thinks the City is reacting too early, and that 96% are listening 4% are not and people will just move to Rathdrum and other places in the county. Mayor Widmyer noted that he has gotten many emails to close restaurants from employees so they can get unemployment, as they can't qualify otherwise. Councilmember Miller noted that this isn't just affecting the restaurant industry, she has made the sacrifice to stay home and her business is based on making outside calls, so she is seriously considering affect. She is committed to watching what is happening nation-wide and said that too soon is not soon enough to take action. Mr. Gridley explained that the ordinance gives authority for 14 days, subject to Council veto or alternation. Mayor Widmyer noted that if there is any modification, he will regroup the Council.

COUNCIL BILL NO. 20-1004

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW TITLE 7 ENTITLED EMERGENCY POWERS; SETTING FORTH THE AUTHORITY, PURPOSE AND INTENT; DEFINITIONS; DESCRIBING PUBLIC HEALTH EMERGENCY ORDERS; PROCESS FOR ENACTING PUBLIC HEALTH EMERGENCY ORDERS; PROVIDING FOR EXCLUSIONS; PROVIDING FOR SUSPENSION OF SERVICES; FORCE MAJEURE CLAUSE; PROVIDING THAT VIOLATIONS OF PUBLIC HEALTH EMERGENCY ORDERS ARE A MISDEMEANOR PUNISHABLE BY A FINE OF \$1,000.00 OR BY IMPRISONMENT FOR UP TO 6 MONTHS OR BY BOTH A FINE AND IMPRISONMENT; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE UPON PROCLAMATION BY THE MAYOR POSTED IN FIVE PUBLIC PLACES OF THE CITY.

MOTION: Motion by Wood, seconded by English, to dispense with the rule and read **Council Bill No. 20-1004** once by title only.

DISCUSSION: Councilmember Miller noted that during course of meeting she had received text messages from citizens encouraging the closure of bars and restaurants, allowing for curbside service.

ROLL CALL: McEvers Aye; Gookin Aye; English Aye; Wood Aye; Evans Aye; Miller Aye. Motion carried.

MOTION: Motion by English, seconded by Miller, to adopt **Council Bill 20-1004**.

ROLL CALL: McEvers Aye; Gookin No; English Aye; Wood Aye; Evans Aye; Miller Aye. **Motion carried.**

Mayor made the Declaration that an emergency exists, all bars, taverns, nightclubs, private liquor clubs, taprooms, tasting rooms, mobile bars, cabarets and saloons, as well as all other alcohol licensed premises for by the glass sales of alcoholic beverages as defined by IDAPA 11.05.01, or I.C. §39-5502, 23-942, or 23-902, within the city limits of the City of Coeur d'Alene shall close to members, guests, patrons, customers, and the general public. All restaurants and dine-in food service within the city limits of the City of Coeur d'Alene, as defined by I.C. 23-942 or I.C. 39-5502, whether inside or outside the establishment, is prohibited. Restaurants and dine-in service means any eating establishment including, but not limited to, coffee shops, cafes, private dining clubs, and cafeterias that give or offer for sale food to the public, guests, or employees. Restaurants may not admit members, guests, patrons, or customers inside the establishment except to pick up food for take-out. This order shall not apply to emergency overnight or day shelters that provide food service to persons experiencing homelessness, grocery stores, and gas stations. This Declaration shall be in effect for 14 days.

Councilmember McEvers noted that the Senior Center will continue providing meals on wheels and will be doing curbside pick-ups. Mayor Widmyer noted that the Kroc Center is seeking for ways they can help the community. Councilmember Evans noted that she will be a liaison to the

Center and will reach out to the community as they are made aware of projects. Councilmember Gookin asked if the food trucks will remain open. The Mayor confirmed they are not eat-in facilities and people need to mind the social distancing guidelines while waiting for their food.

Mayor Widmyer noted that the code required the code be posted at five public locations and asked where that would be. City Clerk Renata McLeod, noted that it will be posted at City Hall, the Library, Fire Station Administration building, Fire Station 3, and the Police Department. Additionally, signed copies will be posted on social media and the website shortly.

ADJOURNMENT: Motion by McEvers, seconded by Miller that there being no other business this meeting be adjourned. **Motion carried.**

The meeting adjourned at 2:55 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC
City Clerk

MEMORANDUM

DATE: APRIL 7, 2020

TO: MAYOR WIDMYER AND THE CITY COUNCIL

FROM: RENATA MCLEOD, CITY CLERK

RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting scheduled April 21, 2020, to hear public testimony regarding the consideration of the exchange of real property owned by the City of Coeur d'Alene located on Blackwell Island in the City of Coeur d'Alene, Idaho, for real property owned by Active West Developers located between Lacrosse Avenue and Lakewood Drive in the City of Coeur d'Alene, Idaho. The timeline for publication could not be met for an earlier Council Meeting and this was the next available date.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kelley Setters 3.19.20
Department Name / Employee Name / Date

Request made by: Joel W and Nancy Joye Palmer 208.661.0104
Name / Phone
490 E Bear Crossing Road, Harrison ID 83833
Address

The request is for: / / Repurchase of Lot(s)
/ Transfer of Lot(s) from Roger + Donna Brown to Nancy Joye + Joel W Palmer

Niche(s): _____
Lot(s): 02, _____, _____, _____, _____, _____ Block: 40 Section: E

Lot(s) are located in Forest Cemetery / / Forest Cemetery Annex (Riverview).

Copy of / / Deed or / / Certificate of Sale must be attached.

Person making request is / / Owner / / Executor* / / Other* _____

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ 40.00) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Roger + Donna Brown
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 100.00 per lot.

MBandt 3/19/2020
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.

Person making request is authorized to execute the claim: _____
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

City Clerk's Signiture Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

- Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

RESOLUTION NO. 20-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING AN AGREEMENT WITH ARK COMMERCIAL ROOFING FOR THE REPAIR OF THE TERTIARY MEMBRANE FILTRATION (TMF) BUILDING ROOF REPAIR AND RATIFICATION OF FENCE REPAIR BY PERIMETER SECURITY GROUP.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into an agreement with Ark Commercial Roofing, pursuant to the terms and conditions set forth in the agreement attached hereto as Exhibit "A" and by reference made a part hereof as follows, and that Council ratify the repair of a Wastewater fence by Perimeter Security Group:

- A) Approval an Agreement with Ark Commercial Roofing for Tertiary Membrane Filtration (TMF) Building Roof Repair.

AND

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement and take the other action;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the agreement and take the other action for the subject matter, as set forth in substantially the form attached hereto as Exhibit "A" and the accompanying staff report, incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement so long as the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreement and other documents as may be required on behalf of the City.

DATED this 7th day of April, 2020.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: April 7, 2020
FROM: Mike Becker, Capital Programs Manager
SUBJECT: Coeur d'Alene Advanced Wastewater Treatment Plant
TMF Building Roof Repair

DECISION POINT:

Should Council authorize an unbudgeted expense for a Claim Deductible under the ICRMP policy for the repair of the Tertiary Membrane Filtration (TMF) Building Roof by ARK Commercial Roofing, Inc., and repair of a fence by Perimeter Security Group in the amount of \$5,000.00?

HISTORY:

On November 25, 2019, a wind storm sheared a +40" diameter pine tree a portion of which fell onto the Northeast corner of the TMF Building, severely damaging the roof and adjacent fence. A City Building Inspector did not observe any obvious structural damage. However, upon further investigation, some of the damaged roof trusses extending farther into the building were damaged and require replacement.

ICRMP informed WW that this claim is covered and upon their recommendation, WW contacted the same contractors who repaired the same building's roof and fence resulting from a similar tree damage incident a few years earlier. After negotiations between the ICRMP and the ARK Commercial Roofing contractor, an agreed price was reached. Quotes were submitted as a claim to ICRMP.

For security purposes, WW authorized the immediate fence repair by Perimeter Security Group, the same contractor that performed the previous fence repair. This work has been completed and paid for.

On March 18, 2020, the City received and deposited into the WW Department's Equipment Replacement Account a claim settlement from ICRMP in the amount of \$34,297.10.

FINANCIAL ANALYSIS:

Understanding the City is only responsible for the \$5,000.00 deductible, the following is a financial breakdown of this incident's repair costs:

ARK Commercial Roofing Repair Quote	\$ 36,601.10
<u>Perimeter Security Fence Repair Quote (completed)</u>	<u>\$ 2,696.00</u>
Total Cost of Repairs:	\$ 39,297.10
<u>City Claim Deductible:</u>	<u>\$ (5,000.00)</u>
Balance Paid by ICRMP:	\$ 34,297.10

PERFORMANCE ANALYSIS:

The TMF Building houses the mechanical and control equipment as well as maintenance solutions vital to the proper O&M of the facility's membrane filters. To continue to comply with our NPDES (Discharge) permit, it is very important that this portion of the City's treatment facility remain fully operational.

Fortunately, heavy snow loads that could damage the roof further was not experienced this winter and no apparent signs of water damage within the building or major structural damage was observed. WW still recommends that the roof is repaired.

ARK Commercial Roofing, Inc. has the specialized equipment required to fuse the metal roof panels together and has successfully completed several other projects under contract at the wastewater treatment facility. In all cases, the WW Department found their work satisfactory.

DECISION POINT/RECOMMENDATION:

Council should authorize WW's budget authority for the repair of the Tertiary Membrane Filtration (TMF) Building Roof by ARK Commercial Roofing, Inc., and ratification of a fence repair by Perimeter Security Group in the amount of \$39,297.10, of which \$5,000.00 in the form of a deductible is not covered by insurance.



CITY OF COEUR D'ALENE

CITY HALL, 710 E. MULLAN AVE.
COEUR D'ALENE, IDAHO 83814-3958
(208)769-2281- FAX (208)769-2338

WASTEWATER UTILITY DEPARTMENT

765 W. Hubbard Ave.
Coeur d'Alene, ID 83814

April 2, 2020

ARK Commercial Roofing, Inc.
11505 E. Trent Avenue
Spokane Valley, WA. 99206
Attn: Don Pillers

Dear Mr. Pillers

The purpose of this letter is to confirm our Agreement with regards to the City of Coeur d'Alene Wastewater Department's **TERTIARY MEMBRANE FILTRATION BUILDING ROOF REPAIR** at the City's Advanced Wastewater Treatment Facility located at 765 W. Hubbard Avenue, Coeur d'Alene Idaho 83814. The scope of work includes **WORK AS DESCRIBED IN THE ATTACHED AND APPROVED NORTH IDAHO ADJUSTERS CLAIM PROPOSAL C-19-02034-10643.** It is further agreed that **ARK COMMERCIAL ROOFING, INC.** will indemnify, defend and hold the City of Coeur d'Alene harmless for any and all causes of action arising from any tortuous act or omission by **ARK COMMERCIAL ROOFING, INC** in performing and completing this project.

Per this Agreement, beginning **AS SOON AS POSSIBLE**, work may commence with an anticipated final completion date of **AUGUST 30, 2020.**

The total amount to be paid for this project shall be **PER SAID PROPOSAL HEREIN IN THE AMOUNT OF \$ 36,601.10.** Unless otherwise agreed in writing, the City of Coeur d'Alene shall not pay any cost or expense in excess of that amount. Payment will be made only after completion of the work and approval by the City, and after the City has received satisfactory evidence that all due or delinquent taxes have been paid. Invoices should be mailed to this office's address.

Before commencing work, the following must be provided to this office:

- (1) this completed and signed Letter of Agreement,
- (2) a completed W9,
- (3) a copy of a liability insurance policy naming the City as an additional insured with minimum policy amount of \$500,000 for bodily or personal injury, death, or property damage or loss as a result of any one accident or occurrence,
- (4) proof of worker's compensation insurance, if required, and
- (5) proof of contractor registration.

Sole proprietors who do not have a current worker's compensation policy may not use any other workers to perform the duties under this agreement. Further, a sole proprietor assumes the entire responsibility and liability for any claims or actions based on or arising out of injuries, including

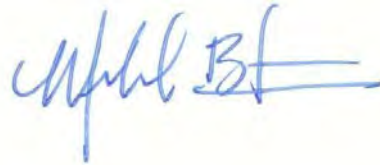
death, to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the performance of this agreement, except for such claims or actions which are founded upon the sole negligence of the City of Coeur d'Alene, or the City's representatives, or employees, agents, invitees, or licensees.

Additionally, Idaho law (I.C. 44-1001) requires that, for all construction, repair or maintenance work performed for the City, the contractor employ 95% bona fide Idaho residents on the job unless the contractor employs fewer than 50 people. In that case, up to 10% nonresidents may be employed on the job.

The Contractor affirmatively acknowledges that no person shall be discriminated against on the grounds of race, color, sex, sexual orientation, gender identity, or national origin in employment on this project.

Please acknowledge this agreement and return to this office.

Sincerely, City of Coeur d'Alene Wastewater Utility Department



Mike Anderson
Wastewater Superintendent

Mike Becker
Capital Programs Manager

CONTRACTOR ACCEPTANCE OF TERMS

Name (individual or company): _____

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

CITY COUNCIL STAFF REPORT

DATE: March 23, 2020
FROM: Chris Bosley, City Engineer
SUBJECT: Approval of Low Bidder for the 2020 Chip Seal Project

DECISION POINT

Should the City Council accept the bid of, and award the 2020 Chip Seal Project to, Road Products, Inc., as the low bidder?

HISTORY

This year's chip seal project was advertised for bids in March 2020. The streets to be chip sealed this year are shown on the attached exhibits. Bids were opened on March 19th. Two responsive bids were received as follows:

Road Products, Inc.	\$ 694,380.20
Poe Asphalt Paving, Inc.	\$ 703,368.90

FINANCIAL ANALYSIS

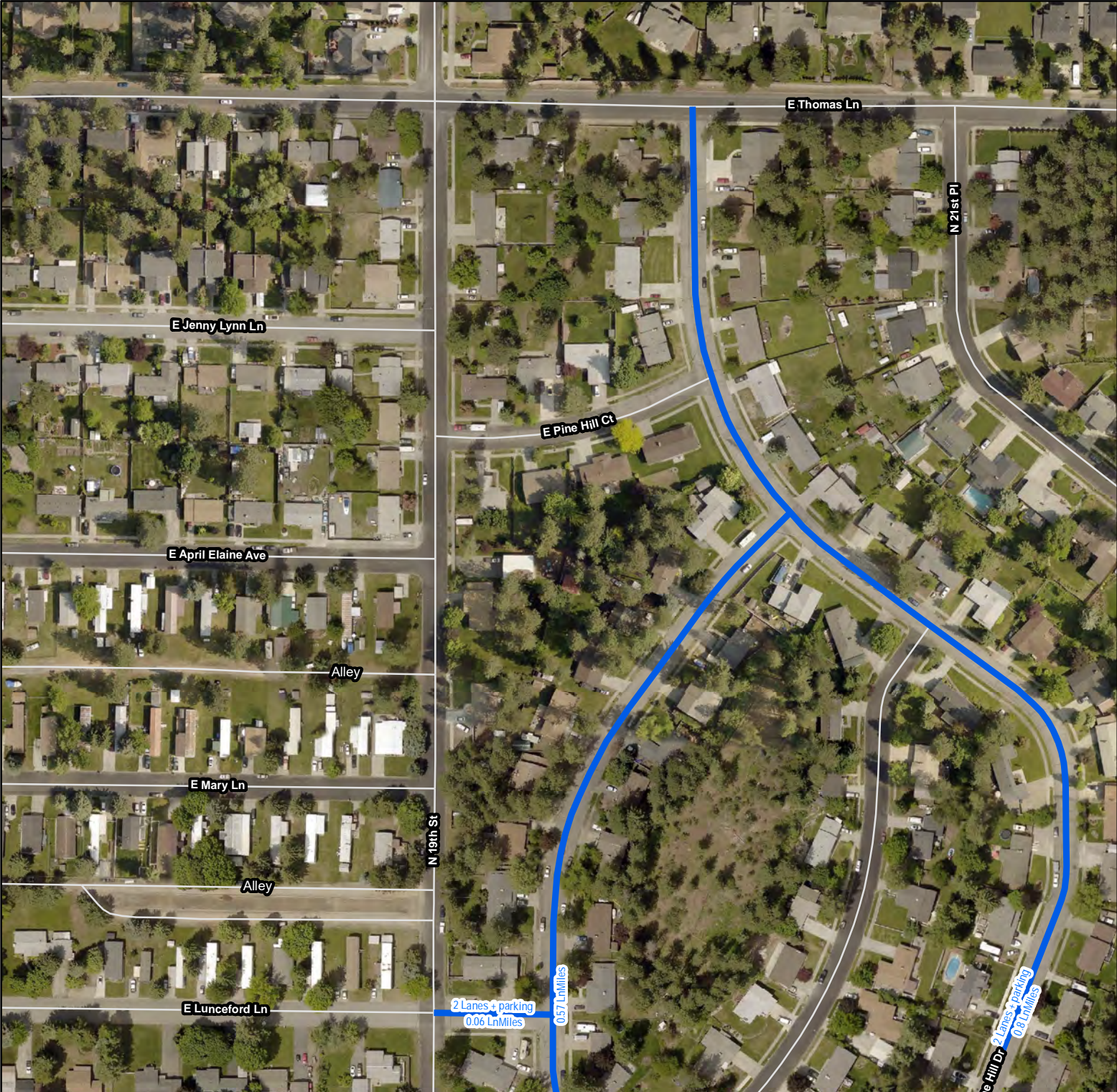
The overlay program is a budgeted item with an annual budget of \$750,000.

PERFORMANCE ANALYSIS

The City of Coeur d'Alene received two responsive bids for this year's chip seal project. The bids consisted of a Base Bid and two Alternates. The alternates were to compare prices of using a basalt chip or a granite chip. Because basalt chips are more durable and previous basalt chip seals have proven to be durable, staff wishes to continue using basalt chips. To ensure pricing, the Notice of Award must be issued within 30 days.

RECOMMENDATION

Council should accept the bid of, and award the contract for the 2020 Chip Seal project to, Road Products, Inc., as the low bidder.

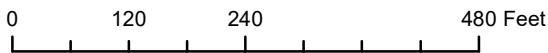


Coeur d'Alene
2020 Road Chipseal

Pine Hills - Exhibit 1
Total Lane Miles: 1.43

 2020 Proposed Chipseal

 CDA City Limits



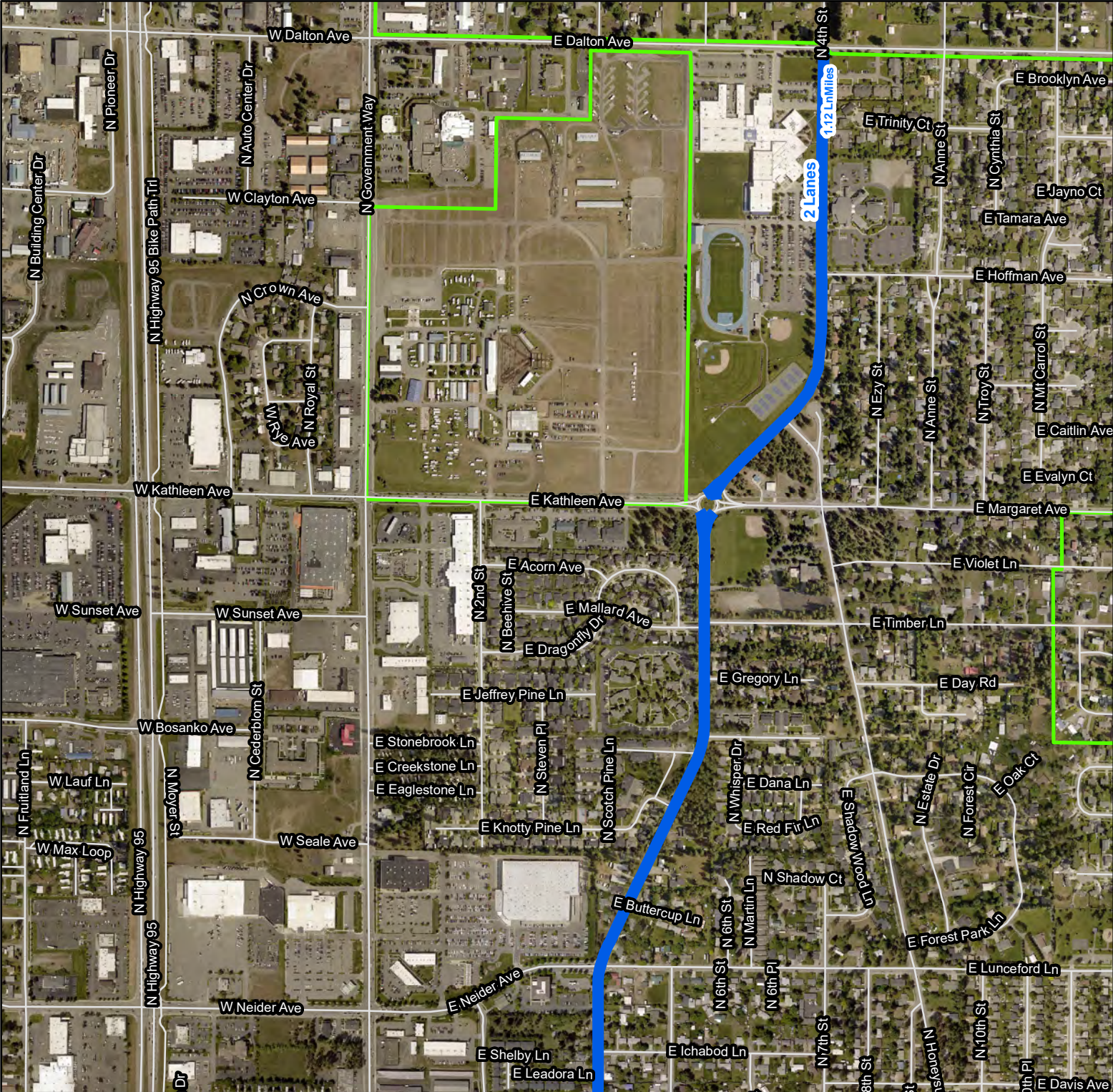
1 inch = 197.67 feet



CITY OF COEUR D'ALENE

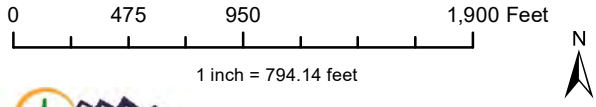
CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2376 - FAX 208/769-2288

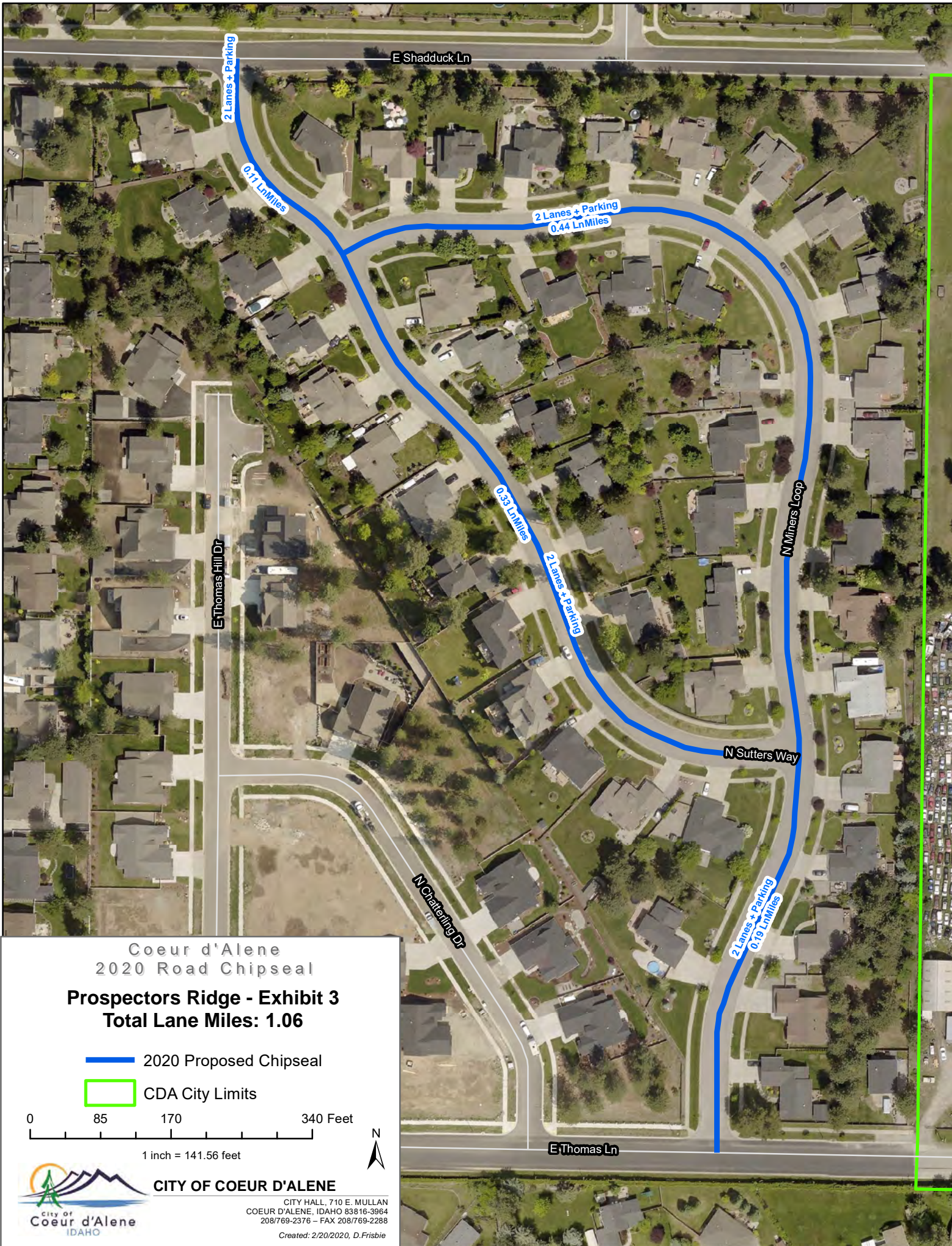
Created: 2/20/2020, D.Frisbie



Coeur d'Alene
2020 Road Chipseal
N 4th St - Exhibit 2
Total Lane Miles: 4.27

- 2020 Proposed Chipseal
- CDA City Limits





Coeur d'Alene
2020 Road Chipseal

Prospectors Ridge - Exhibit 3
Total Lane Miles: 1.06

 2020 Proposed Chipseal

 CDA City Limits

0 85 170 340 Feet

1 inch = 141.56 feet



CITY OF COEUR D'ALENE

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2376 - FAX 208/769-2288

Created: 2/20/2020, D.Frisbie

RESOLUTION NO. 20-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF ROAD PRODUCTS, INC., FOR THE 2020 CHIP SEAL PROJECT, AND APPROVING THE CONTRACT THEREFOR.

WHEREAS, the City duly advertised an invitation for bids for the 2020 Chip Seal Project, and the bids received in response thereto were opened as provided in said advertisement in the office of the City Clerk, and the lowest responsible bid received was that of ROAD PRODUCTS, INC., in the amount of Six Hundred Ninety-Four Thousand, Three Hundred Eighty and 20/100 Dollars (\$694,380.20), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Road Products, Inc., in the amount of \$694,380.20, for the 2020 Chip Seal Project, be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with Road Products, Inc., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are authorized to modify said contract provided that the substantive provisions of the contract remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such contract on behalf of the City.

DATED this 7th day of April, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER WOOD Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

CONTRACT
For
CITY OF COEUR D'ALENE
2020 CHIP SEAL PROJECT

THIS CONTRACT, made and entered into this 7th day of April, 2020, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **ROAD PRODUCTS, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 12301 E. Empire Ave., Spokane Valley, WA 99216-1231, hereinafter referred to as "**CONTRACTOR**,"

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the 2020 Chip Seal according to contract documents on file in the office of the City Clerk of said **CITY**, which contract documents are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the **CITY OF COEUR D'ALENE**, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefor according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insured's in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that at least the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by

Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed SIX HUNDRED NINETY-FOUR THOUSAND THREE HUNDRED EIGHT and 20/100 DOLLARS (\$694,380.20).

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of working days allowed for completion of the Contract work shall be 30 working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the following time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** furthers agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

- To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
- That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
- That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

IT IS FURTHER AGREED that for additions or deductions to the contract documents, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender

identity/expression. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

The term “CONTRACT DOCUMENTS” means and includes the following:

- A. Advertisement For Bids
- B. Bidding Information
- C. Bid Proposal
- D. Bid Bond
- E. Bidding Forms as Required
- F. Contract
- G. Labor and Materials Payment Bond
- H. Performance Bond
- I. Notice of Award
- J. Notice to Proceed
- K. Change Order
- L. General Conditions
- M. Technical Specifications
- N. Special Provisions
- O. Plans
- P. Addenda No. _____, dated _____, _____

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said CITY, the City Clerk has affixed the seal of said City hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

**CITY OF COEUR D'ALENE
INC.,
KOOTENAI COUNTY, IDAHO**

CONTRACTOR: ROAD PRODUCTS,

Steve Widmyer, Mayor

By: _____
Its: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations,

or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

CITY COUNCIL STAFF REPORT

DATE: April 1, 2020
FROM: Lee Brainard, Police Captain
SUBJECT: Police Substation Project (*Council Action Required*)

DECISION POINT

Should Council accept the lowest responsive base bid for the police substation project or reject the bid and authorize staff to negotiate with contractor(s) for pricing within the available budget?

HISTORY

This substation project was advertised for bids in March, 2020. The intent of the project is to increase Police presence and service in the downtown and mid-town areas by developing this space. Bids were opened on April 1, 2020. One responsive bid was received, by Ginno Construction.

Ginno Construction base bid	\$220,000.00
Add-Alternate 1. Generator	\$ 37,700.00
Add-Alternate 2. Ballistic window screens	\$ 6,500.00
Add-Alternate 3. Floor Coverings	\$ 4,400.00
Base bid, plus add-alternates	\$268,600.00

FINANCIAL ANALYSIS

The substation project will utilize existing impact fees to fund a portion of the project, which was budgeted at \$100,000. The base bid is \$120,000 above the budgeted amount.

PERFORMANCE ANALYSIS

The City of Coeur d' Alene received one responsive bid for this project. The bids consisted of a Base Bid and three alternates. The base bid plus the three alternates would be \$268,600.00 which is considerably above the estimated budget.

The Legal Department has determined that Idaho Code 67-2805(2)(a)(viii) and (ix) authorizes the Council to reject all bids, and after finding it to be a fact, pass a resolution declaring that the project can be performed more economically by purchasing the goods and services on the open market.

RECOMMENDATION

1. Council should reject the Ginno Construction bid because it exceeds the available project funding.
2. Council should authorize staff to negotiate a contract with Ginno Construction in order to determine if the open market purchasing will result in pricing the is below the available budget.

RESOLUTION NO. 20-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REJECTING THE BIDS FOR THE POLICE SUBSTATION TENANT IMPROVEMENT PROJECT AT 214 N. THIRD STREET, COEUR D'ALENE, IDAHO, AND DIRECTING THAT CITY STAFF NEGOTIATE FOR THE IMPROVEMENT PROJECT.

WHEREAS, the City duly advertised an invitation for bids for the Police Substation Tenant Improvement Project at 214 N. Third Street, Coeur d'Alene, Idaho, and the bids received in response thereto were opened as provided in said advertisement in the office of the City Clerk; and

WHEREAS, the only bid received was in excess of what was anticipated and budgeted for the project; and

WHEREAS, it is in the best interests of the City of Coeur d'Alene and the citizens thereof that the bid be rejected and the City negotiate on the open market to obtain a contract for the project;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid for the Police Substation Tenant Improvement Project at 214 N. Third Street, be and the same is hereby rejected.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Coeur d'Alene, and the Council finds it to be a fact, that the project sought to be accomplished can be performed more economically by the good and services on the open market.

BE IT FURTHER RESOLVED that City Staff enter into negotiations with the bidder and other public works contractors for the Police Substation Tenant Improvement Project in order to accomplish the project within budget.

DATED this 7th day of April, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER WOOD Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: April 7, 2020
FROM: Mike Gridley – City Attorney
SUBJECT: Assignment of Contract with LaRiviere, Inc. for Atlas Waterfront Park to Coeur d’Alene Urban Renewal Agency dba ignite cda

=====

DECISION POINT:

Should Council approve the assignment of the City’s Contract with LaRiviere, Inc., for Atlas Waterfront Park to Coeur d’Alene Urban Renewal Agency dba ignite CDA?

HISTORY:

The City has a contract with LaRiviere, Inc., for the construction of the public Atlas Waterfront work. Ignite has provided funding to pay for this work pursuant to the Agreement for Financing of Improvements Atlas Waterfront Project. Ignite has asked the City to assign its contract with LaRiviere, Inc., to ignite so that ignite can undertake additional work at the former Atlas Mill site that is not included in the original contract. All work currently included in the contract will continue as will the inspection and approval of the work by the City.

FINANCIAL ANALYSIS:

Ignite will take over the responsibilities of the City under the contract and continue the work at the Atlas Mill site. There is no cost to the City.

PERFORMANCE ANALYSIS:

Assigning the contract to ignite will allow additional work to continue at the former Atlas Mill site for the ongoing development of the property. The additional work will involve installing infrastructure, recycling soil material from Mt. Henk, and other work to enhance the site.

DECISION POINT/RECOMMENDATION:

City Council should authorize the assignment of the City contract with LaRivierre, Inc., to ignite CDA for the Atlas Waterfront Park.

CONTRACT
For
Atlas Waterfront Park

THIS CONTRACT, made and entered into this 15th day of October, 2019, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **LARIVIERE, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 17564 N. Dylan Court, Rathdrum, ID 83858, hereinafter referred to as "**CONTRACTOR**,"

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **Atlas Waterfront Park** according to contract documents on file in the office of the City Clerk of said **CITY**, which contract documents are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefor according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insured's in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not

exceed Five Million, Eight Hundred Seventy Four Thousand, One Hundred Ninety and 10/100 Dollars (\$5,874,190.10).

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the 10th of the following calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

CONTRACT MILESTONES: Shoreline work below the ordinary highwater mark January 15, 2020 or when water elevations are projects by Avista to meet or exceed elevation 2125 (NGVD 29) for more than seven (7) days. All other work shall be completed by June 30, 2020. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the following time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or fewer persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** furthers agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

IT IS FURTHER AGREED that for additions or deductions to the contract documents, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

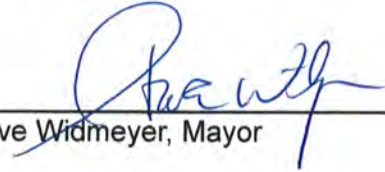
The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda:
 - No. 1, dated September 10, 2019
 - No. 2, dated September 17, 2019
 - No. 3, dated September 20, 2019

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said CITY, the City Clerk has affixed the seal of said City hereto, and the **CONTRACTOR** has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE




Steve Widmeyer, Mayor

ATTEST:




Renata McLeod, City Clerk

**CONTRACTOR:
LARIVIERE, INC.**

By: 
Its: GM

ATTEST:

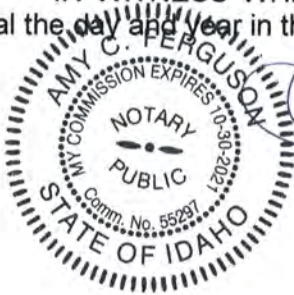


Cathie Bailey

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 4th day of December, 2019, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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



[Signature]
Notary Public for Idaho
Residing at Spur + Cake
My Commission expires: 10-30-21

~~~~~  
~~~~~

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 29th day of Oct, 2019, before me, a Notary Public, personally appeared Matthew James, known to me to be the GM of Larrier and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Cathie Bailey
Notary Public for Kootenai County
Residing at Shoshone County
My Commission expires: 10/3/25



Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

NOTICE OF AWARD

TO: LaRiviere, Inc.
17564 N. Dylan Court
Rathdrum, ID 83858

PROJECT DESCRIPTION: ATLAS WATERFRONT PARK

The OWNER has considered the negotiated contract with you for the described work as authorized by Council on October 1, 2019, and the Information submitted by you on October 8, 2019.

You are hereby notified that the contract has been accepted in the amount of \$5,874,190.10, for the following items:

Base Bid	\$5,283,816.10
Add Alternate No. 1 Grotto	\$ 71,000
Add Alternate No. 2 Inlet	\$ 77,000
Add Alternate No. 3 Add Colored Concrete	\$ 1,300
Add Alternate No. 4 Interpretive Signing	\$ 16,200
Add Alternate No. 5 ADA Kayak Launch Concrete and X-Shaped Trails	\$ 24,934
Add Alternate No. 6 Boardsafe Kayak Launch	\$ 78,000
Add Alternate No. 8 Dog Park	\$ 110,000
Add Alternate No. 10 Dog Park Docks, Log Boom and ADA Trail	\$ 110,000
Add Alternate No. 11 Furniture	\$ 41,940
Add Alternate No. 14 ADA Swim Area & Trail	\$ 60,000

You are required by the Contract Information to execute the Contract Agreement and furnish the required CONTRACTOR'S Performance Bond, Certificates of Insurance, and the Original plus 1 copy of the Public Works Contract Report within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Certificates of Insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of the contract as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 25th day of October, 2019.

CITY OF COEUR D'ALENE

By: [Signature]

Title: Parks + Rec Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Contractor: La Riviere, Inc.

This the 28th day of OCTOBER

Signature: [Signature] MATTHEW JAMES

Title: GM

**AGREEMENT FOR FINANCING OF IMPROVEMENTS
ATLAS WATERFRONT PROJECT: COEUR D'ALENE, IDAHO**

This Agreement, entered into and effective as of the ___ day of _____, 2019, is made and entered into between the **Coeur d'Alene Urban Renewal Agency d/b/a ignite cda** (the "Agency") and the **City of Coeur d'Alene, Idaho** (the "City") relating to the financing and construction of certain public improvements to the Atlas District Project Area located in Coeur d'Alene, Idaho (the "**Project**"). The City and the Agency are each referred to herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Agency is an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Title 50, Chapter 20 of the Idaho Code, as amended (the "**Law**") and the Local Economic Development Act, Title 50, Chapter 29, as amended (the "**Act**") as a duly created and existing urban renewal agency for the City; and

WHEREAS, the City is a municipal corporation duly organized, existing and operating under the laws and Constitution of the State of Idaho (the "**State**"); and

WHEREAS, after required notices and publications, the City Council of the City of Coeur d'Alene, Idaho (the "City Council") approved the Agency's Coeur d'Alene Urban Renewal Plan for Midtown, Northwest Boulevard, and Downtown Urban Renewal Project on December 16, 1997 (the "Original Lake District Plan"), and subsequently approved the Lake District Amended and Restated Urban Renewal Plan on November 18, 2003, the Lake District Second Amended and Restated Lake District Urban Renewal Plan on August 19, 2008, the First Amendment to the Lake District Second Amended and Restated Urban Renewal Plan on July 13, 2016, and the Second Amendment to the Lake District Second Amended and Restated Urban Renewal Plan on December 4, 2018 (the Original Lake District Plan, together with all amendments and restatements, the "Lake District Plan");

WHEREAS, the City Council approved the River District Redevelopment Plan on November 18, 2003, on July 13, 2016, approved the First Amendment to the River District Redevelopment Plan, and on December 4, 2018, approved the Second Amendment to the River District Redevelopment Plan (the "River District Plan" and collectively with the Lake District Plan, the "Plans");

WHEREAS, pursuant to the Act, the Law and Plans, the Agency is authorized to carry out the purposes and various projects under the Plans and to enter into and carry out contracts or agreements in connection therewith, including but not limited to, the Project; and

WHEREAS, the Agency has found that the Project will promote redevelopment that is consistent with the goals of the Plans; and

WHEREAS, the City owns or controls certain real property more commonly known as the Atlas District Project Area located in Coeur d'Alene, Idaho (the "**Project Site**") and intends to construct the Project; and

WHEREAS, on January 15, 2018, the Agency and Welch Comer & Associates, Inc. (the “Engineer”) entered into that certain Agreement for Professional Services (the “Primary Agreement”) wherein the Engineer agreed to prepare an analysis and development implementation plan for the Project;

WHEREAS, from time to time the Primary Agreement has been amended and has been further amended by that certain Amendment to ignite CDA-Consultant Agreement Amendment No. 7 (the “7th Amendment”) dated October 16, 2019 (the Primary Agreement as previously amended and as amended by the 7th Amendment, collectively the “Primary Agreement”), setting forth that the City has agreed to provide various authorizations for the modifications outlined therein and is obligated to pay certain expenses therefor, and the City desires to ratify its agreement to perform and pay all of its obligations under the Primary Agreement;

WHEREAS, the Agency has previously contributed certain funds of the Agency for the design stages of the Project;

WHEREAS, the Agency agreed, in accordance with its Plans, and for the benefit of the City and the Agency, to contribute certain funds of the Agency to the City for the purpose of financing the Project.

NOW THEREFORE, it is agreed as follows:

1. **Effective Date.** The effective date of this Agreement shall be the date when this Agreement has been signed by the City and the Agency and shall continue until the completion of all obligations of each Party.

2. **Financing of Construction of Project.** The Agency has agreed to pay up to Six Million, Three Hundred Fifty Five Thousand, One Hundred and Fifty Dollars (\$6,355,150) (the “Agency Contribution”) to the costs of construction of the Project (the “Construction Costs”), with said Construction Costs related to Project elements constructed solely within the boundary of the revenue allocation areas subject to the Plans, provided the City at all times complies with the terms of this Agreement and spends the Agency Contribution in fiscal year 2020. An Agency Board member, and/or the Agency’s Executive Director, shall be a member of the Project implementation team and the Agency shall approve any and all construction draw requests made of the City, submitted pursuant to any construction agreements, including the Primary Agreement, entered into by the City in connection with the financing and construction of the Project. This requirement shall be included in all construction agreements entered into in connection with the Project so as to require Agency sign-off as a prerequisite to disbursement of any funds pursuant to such draw request. The Agency shall have the ability, in its sole discretion, to hire any third-party consultant or expert to oversee the construction of the Project, at Agency’s expense. The City agrees to cooperate or cause its contractor or other party acting on behalf of the City to reasonably cooperate with such third-party consultant or expert.

3. **Payments by the Agency.** Provided that the City is in compliance with the terms and conditions of this Agreement, within thirty (30) days of a project draw request of the contractor being submitted to the Agency, which has been signed and approved by the Project’s

contract engineer, the City and the Agency, the Agency will pay directly to the contractor the amount requested under the draw request up to a maximum of the total Agency Contribution.

4. **City's Obligations under Primary Agreement.** The City agrees to perform and pay all of its obligations under the Primary Agreement.

5. **Changes During Construction.** All material changes to the Project, including but not limited to material changes to the final design, and any change orders submitted during the construction phase of the Project in excess of One Thousand Dollars (\$1,000) shall be subject to prior written approval by the Agency.

6. **Antidiscrimination.** The City, for itself and its successors and assigns, agrees that in the construction, design and installation of the Project provided for in this Agreement, the City will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

7. **Insurance.** City shall, or through its general contractor shall, at its sole cost, obtain and maintain in force for the duration of this Agreement, or beyond as set forth below, insurance of the following types, with limits not less than those set forth below, and in a form acceptable to Agency to insure Agency's interest in the Project:

(a) Commercial General Liability Insurance with a broad form general liability endorsement, or equivalent, in an amount not less than \$2,000,000 per occurrence for bodily injury and property damage, in an amount not less than \$2,000,000 each person for personal injury and per occurrence for advertising injury. Such policy shall include contractual liability (including this Agreement), independent contractor liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of the Project. The policy shall name the City as the insured and shall be endorsed to name the Agency, including its respective affiliates, officers, directors, and employees as additional insureds.

(b) The City shall ensure its general contractor, contractors, subcontractors and sub-subcontractors working on the improvements related to the Project have Commercial General Liability Insurance with a broad form general liability endorsement, or equivalent, in an amount not less than \$1,000,000 each occurrence for bodily injury and property damage and in an amount not less than \$1,000,000 each person for personal injury and advertising injury. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds, and shall include additional insured endorsements in favor of Agency, or its assigns.

(c) Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over City's employees, and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee. City shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

(d) Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds, and shall include additional insured endorsements in favor of Agency, or its assigns.

(e) A builder's risk, "all-risk" or equivalent policy completed value non-reporting form of fire, extended coverage, vandalism and malicious mischief, and shall include coverage for completion and/or occupancy. Such insurance shall be maintained until final payment to the general contractor or contractor, as applicable, has been made for the work necessary to construct the Project. This insurance shall insure interests of City, Agency, the general contractor, contractors, subcontractors and sub-subcontractors. The Project shall be included as "insured property" under such policy. The policy shall be in an amount that is not less than 100% of the replacement cost of the improvements, and name Agency, or its assigns, as an additional insured and lender's loss payee, and shall include additional insured endorsements and lender's loss payable endorsements in favor of Agency, or its assigns.

(f) Insurance against loss or damage to the Project and improvements by fire and any and all risks covered by insurance of the type known as of the date hereof as "special form coverage," including but not limited to fire (with extended coverage) and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover necessary and reasonable expenses for any architectural or engineering expenses required as a result of such insured loss, in an amount not less than one hundred percent (100%) of the full replacement cost of the improvements, as determined from time to time by Agency, without deduction for depreciation. Any proceeds received hereunder will be used to replace and/or reconstruct the Project.

(g) All insurance policies provided by City or its general contractor, contractors, subcontractors and sub-subcontractors under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency, and shall be endorsed to evidence this waiver. City hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of City's performance under this Agreement or construction of the Project.

(h) All policies shall be in form and substance acceptable to Agency. Each policy shall provide by its terms that it cannot be cancelled or materially changed except upon at least thirty (30) days' prior written notice to Agency. At least thirty (30) days prior to the expiration date of any policy, a renewal policy or binder for or a certificate of such policy shall be delivered by City to Agency. Prior to the commencement of any construction of the Project, City shall provide Agency a copy of each policy required under this Agreement or a certificate of each policy, at Agency's option, and City shall provide a copy of all executed endorsements required under this Agreement. At Agency's request, City shall provide a certified copy of each policy required under this Agreement. If any policy requires deductibles, City shall pay the cost of such deductibles.

(i) All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Key Rating Guide" and qualified to do business in the State.

(j) The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. The fact that City has obtained the insurance required in this Section shall in no manner lessen or affect City's other obligations or liabilities set forth in the Agreement.

Anything herein to the contrary notwithstanding, the Agency may permit the City to become self-insured for all or any part of the foregoing requirements if such self-insurance is permitted by, qualifies under and satisfies all applicable requirements of the laws of the State and the Agency is named as an additional insured.

8. **Damage and Destruction; Condemnation.** In the event that the Project, or any part thereof, is damaged or destroyed, or title to the Project, or any part thereof, is taken by any governmental body other than the City through the exercise of the power of eminent domain, any condemnation award or insurance proceeds payable to or for the account of the City shall be used to rebuild, replace, repair or restore the Project to the extent of such damage, destruction or taking. In the event the City reasonably determines that such rebuilding, replacement, repair or restoration of the Project is impracticable or not feasible, such proceeds shall be used to reimburse the Agency for the Agency Contribution. In the event of a partial taking or partial destruction of the Project, the City shall first apply such condemnation award or insurance proceeds to repair or restore the remainder of the Project to the extent such Project has been destroyed, or to replace the portion of the Project taken in any partial condemnation, and shall apply any amount not so expended to reimburse the Agency for its proportionate share of the costs of the Project components funded with the Agency Contribution subject to such partial taking or partial damage or destruction.

9. **Use of the Project.** The Project shall at all times remain open to and used by the public.

10. **Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations

under this Agreement. Such Party may, prior to expiration of said 45-day period, rectify the particulars specified in said notice of default. In the event the Party does not rectify the default within 45 days of receipt of the notice of default, the nondefaulting Party may do the following:

(a) The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.

(b) The non-defaulting Party may seek specific performance of this Agreement and, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that this Agreement may be specifically enforced.

(c) In the event the City defaults under this Agreement, the Agency (the non-defaulting Party) shall have the right to seek reimbursement of any funds provided to the City pursuant to this Agreement, plus any additional amount due by the Agency to its lenders due to a determination of taxability caused by the City's violation of the covenants contained herein to maintain the tax-exempt use of the Project.

11. **Indemnification.** City shall indemnify and hold the Agency, and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against the Agency, the City, or their respective officers, agents, and employees relating to the construction, design or installation of the Project. Notwithstanding the foregoing, City shall have no obligation to indemnify and hold the Agency and its officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of the Agency, or its officers, agents, or employees or from the active negligence or willful act of the Agency resulting in an award of punitive damages against the Agency or the City. In the event an action or proceeding is brought against the Agency, or its officers, agents, and employees by reason of any such claim, City, upon written notice from the Agency, shall, at City's expense, resist or defend such action or proceeding by counsel selected by City or City's insurance carrier.

12. **Access to Reports.** All Parties agree to provide all information regarding the Project to all other Parties upon reasonable request to the appropriate Authorized Representative as designated under Section 17.

13. **Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

14. **No Joint Venture or Partnership.** The Agency and City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Agency and City a joint venture or partners.

15. **Assignment.** The rights, obligations and duties of the Agency and the City under this Agreement shall not be assigned or transferred, in whole or in part, without the prior written permission of the other Party.

16. Notice and Receipt.

(a) Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to City: Attn: City Administrator
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814

If to Agency: Attn: Executive Director
105 N. 1st Street, Suite 100
Coeur d'Alene, Idaho 83814

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) Receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following:

- (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- (ii) the date of actual receipt of the notice or other document by the person or entity specified above; or
- (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - a. the date of the attempted delivery or refusal to accept delivery,
 - b. the date of the postmark on the return receipt, or
 - c. the date of receipt of notice of refusal or notice of non-delivery by the sending Party.

17. Authorized Representative. The Agency hereby designates Tony Berns, its Executive Director, as its Authorized Representative. The City hereby designates Troy Tymesen, its City Administrator as its Authorized Representative.

18. Applicable Law/Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the

prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

19. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties.

20. **Parties in Interest.** Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Agency any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the City and the Agency.

21. **Severability.** In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

DATED this 16 day of OCTOBER, 2019 COEUR D'ALENE URBAN RENEWAL AGENCY D/B/A IGNITE CDA

By: 
Tony Berns
Its Executive Director

DATED this ____ day of _____, 2019 CITY OF COEUR D'ALENE, IDAHO

By: _____

Its _____

RESOLUTION NO. 20-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ASSIGNMENT OF A CITY OF COEUR D'ALENE CONTRACT WITH LARIVIERE, INC., TO THE COEUR D'ALENE URBAN RENEWAL AGENCY, DBA IGNITE CDA.

WHEREAS, the City of Coeur d'Alene has a contract with LaRiviere, Inc., for the construction of the public Atlas Waterfront park; and

WHEREAS, the Coeur d'Alene Urban Renewal Agency, dba ignite cda, has provided funding to pay for the work pursuant to the Agreement for Financing of Improvements Atlas Waterfront Project; and

WHEREAS, the Coeur d'Alene Urban Renewal Agency, dba ignite cda, has asked the City of Coeur d'Alene to assign its contract with LaRiviere, Inc., to ignite so that ignite can undertake additional work at the former Atlas Mill site that was not included in the original contract; and

WHEREAS, all work currently included in the contract will continue, as will the inspection and approval of the work by the City of Coeur d'Alene; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to assign its contract with LaRiviere, Inc., for the Atlas Waterfront park to the Coeur d'Alene Urban Renewal Agency, dba ignite cda;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City assign its contract with LaRiviere, Inc., for the Atlas Waterfront park to ignite, cda, and the Mayor, City Administrator, and City Attorney are hereby authorized to negotiate the terms of the assignment with ignite cda in the best interests of the City.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such assignment and such other documents as may be required on behalf of the City.

DATED this 7th day of April, 2020.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER WOOD Voted _____

_____ was absent. Motion _____.



Date: April 7, 2020
To: City Council
From: Melissa Tosi; Human Resources Director
Re: Leave policies specifically related to COVID-19 pandemic

Decision Point: Should the City Council make recommendations to staff regarding leave policies specifically related to the COVID-19 pandemic?

History: I have no past practice to compare with our current status caused by COVID-19. We are in an unprecedented time, trying to make the best decisions for our employees and citizens of the City of Coeur d'Alene.

The Governor's stay-at-home order issued on March 25, 2020, stated that it does not prohibit any individual from performing or accessing "Essential Government Functions." "Essential Government Functions" means all services needed to ensure the continuing operation of local, state, federal, or tribal government agencies, and to provide for the health, safety, and welfare of the public.

Currently, each department has assessed its staff and identified essential employees and those who must be present in the office or who can telework. Many of the employees who work in the office and out in the field are able to continue their daily duties while being compliant with social distancing rules.

Under the Emergency Declaration approved by Council March 21, 2020, the Mayor, after consultation with City staff, approved the following temporary compensation methods.

Category 1 - 3 Employees: Due to performing Essential Government Functions, category 1 & 2 employees will remain operational and/or available, and shall telework as directed by their supervisor. They shall continue to receive their normal wages. Category 3 employees are employees who do not have the ability to telework and will be sent home pursuant to the Governor's Order because their duties are non-essential.

All benefited employees will continue to receive their normal rate of pay through the expiration of the Governor's Order, April 15, 2020.

All non-benefited category 3 employees will continue to receive their normal rate of pay through March 31, 2020.

The City will re-evaluate compensation options if the Order is modified and/or extended. All employees shall utilize their personal time off if they are not available for City business during the normal business hours.

Moving forward, the discussion for Council now is how should the City consider compensation options, outside of normal policy, if the Governor's Orders are extended and there are some category 3 employees unable to work onsite or telework.

Options, assuming the current restrictions are extended through April 30, 2020, are as follows:

1. **Category 3 benefited employees:** Currently, these employees are working if able (i.e. weather dependent, workload dependent, etc.) and, if work is not available, they are still being paid through April 15th.
 - a. How many? 17 employees (12 library, 2 finance, and 3 recreation)
 - b. Average pay per week for all? \$9,694 since March 25 stay-at-home order
 - c. Do we extend our current practice to April 30, 2020?
 - d. Consider requiring employees to start using leave balances?
 - i. Do we consider use of sick leave as an option as well while they are unable to work?
 - e. Do we consider allowing employees without enough leave to go into a negative balance?
 - f. Do we consider furlough, enabling them to apply for enhanced unemployment?

2. **Category 3 non-benefited employees:** Currently, these employees are working if able and, if work is not available, they were paid through March 31. Effective April 1, they are utilizing their vacation leave if unable to work.
 - a. How many? 16 employees (all library employees)
 - b. Average pay per week for all? \$4,099 since March 25 stay-at-home order
 - c. Do we extend the March 31 date to match the compensation of benefited employees?
 - d. Do we consider use of sick leave as an option as well while they are unable to work?
 - e. Do we consider allowing employees without enough leave to go into a negative balance?
 - f. Do we consider furloughs, enabling them to apply for enhanced unemployment?
 - i. Are these employees possibly better off with the stimulus benefit?

3. **All telework employees:** Currently many of our hourly employees are teleworking and not coming into the office. If we continue this process, and as time goes on, some of these employees may have difficulty working a 40 hour workweek.
 - a. Do we extend our current practice to April 30, 2020?
 - b. Consider requiring them to start using leave balances for hours not teleworking?
 - i. Do we consider use of sick leave as an option as well?
 - c. Do we consider allowing those without enough leave to go into a negative balance?

Additionally, if we consider furloughs, we need to add specific language to the COVID-19 policy that will allow employees to keep their leave balances on the books during a leave of absence status, specifically related to the COVID-19 pandemic. If an employee receives a leave payout, they would be required to claim that as earnings on their unemployment and it would also create an unbudgeted expense for the City. The goal is to allow the employee to keep their leave balances while being furloughed, knowing that, when business returns to usual, they will return to their positions and they will still have their leave available.

Furthermore, I would like add an excerpt from the March 25, 2020 Coeur d'Alene Library Board of Trustees meeting minutes.

Katie noted that wages have been allocated in the existing budget and that many libraries are continuing to pay all their staff. The board urges the mayor and council to follow the directive to pay all staff during this stay at home time. Fay noted that we would be paying people to stay home and stay well. Motion to authorize that the library remain closed at least through April 20 and that all library staff (full and part-time) should be paid to stay home and stay well., Katie; second, Ann. Discussion – staff should not have to draw down their leave in order to be paid. Kiki will be happy to draft an email to the Mayor and city administrator. Approved.

Financial Analysis: Many of the options include employees utilizing their own leave, which results in no additional cost to the City. There is some cost savings with furlough/unemployment. Under the federal CARES Act, Cities are not required to pay the full cost of unemployment benefits, but would be responsible for 50% of the unemployment costs.

Performance Analysis: Determining the best compensation method for all our employees during this unprecedented time will provide clarity to all our employees and would be beneficial for departments as they continue to plan their daily operations, staffing and coverage.

Recommendation: The City Council should make a recommendation to staff on how they would like to move forward with compensation recognizing that leave policies will need to be updated for reasons specifically related to COVID-19 pandemic.



Coronavirus (COVID-19)

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Section 1. Purpose

The City of Coeur d'Alene (hereinafter the “City”) is committed to protecting the safety, health, and well-being of all of its employees as well as members of the public. This plan has been prepared to aid City officials and staff in gathering the information and resources to prepare and communicate the business responsiveness plan to City employees. Additionally, this plan will provide information on workplace safety precautions and additional leave that go above and beyond what is provided under the City’s other policies. Except as provided herein, the City’s Personnel Rules remain in effect. The provisions of this policy will expire December 31, 2020.

Section 2. Definitions

- *Coronavirus (COVID-19)*: infectious disease caused by a new virus that had not been previously identified in humans. The virus causes respiratory illness (like the flu) with symptoms such as a cough, fever and, in more severe cases, pneumonia.
- *Epidemic*: a widespread occurrence of an infectious disease in a community at a particular time.
- *Pandemic*: spread of an epidemic over several countries or continents, usually affecting a large number of people.
- *Category 1 employee*: an employee whose position is necessary to maintain the health and safety of the public we serve.
- *Category 2 employee*: an employee whose position requires the performance of non-deferrable work, including essential administrative functions.
- *Category 3*: an employee whose position is not deemed critical or essential to City operations when under emergency conditions and who, therefore, is not required to work under emergency conditions.
- *Telework*: the practice of working from home.

Section 3. COVID-19 Control

The City of Coeur d'Alene will take steps to safeguard its employees in the workplace in the event of an epidemic or pandemic. These steps include:

- Implementing a plan to operate effectively (specifics included in the City of Coeur d'Alene Pandemic Emergency & Continuity of Operations Plan).
- Ensuring that all essential services are continuously provided and to determine which employees are category 1, category 2, and category 3 employees.
- Ensuring that employees are safe within the workplace.
- Providing communications intended to keep staff apprised of current information about the nature and spread of infectious and communicable diseases, including symptoms and signs to watch for, and steps to take in the event of an illness or epidemic.

Section 4. Preventing the spread of infection in the workplace

It is our goal to ensure a safe and clean workplace. We ask all employees to cooperate in taking steps to reduce the transmission of communicable diseases in the workplace.

Employee responsibilities are:

- Wash your hands often with soap and warm water for at least 20 seconds.
- Stay home if you are sick.
- Cover your mouth and nose with a tissue when you cough or sneeze, and discard used tissues in the trash.
- If you don't have a tissue, cough or sneeze into your upper sleeve, not your hands.
- Be proactive with cleaning frequently touched surfaces.
- Maintain recommended social distancing guidelines including using technology methods to conduct online conferencing and meetings.

Employees who have symptoms of acute respiratory illness shall stay home and not come to work until they are free of fever (defined as a temperature of 100.4° F or greater using an oral thermometer), signs of a fever, and any other symptoms for at least 24 hours, without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants). Employees should notify their supervisor and stay home if they are sick.

It is critical that employees do not report to work while they are experiencing symptoms. Our desire is to slow the spread of this virus by being proactive.

Section 5. Hours of Work

To be prepared for COVID-19, departments should consider incorporating temporary flexible work schedules or a compressed work week, either of which must be approved by the City Administrator and Department Head in advance. Additionally, telework may be approved in the City's business continuity plan. Department heads need to evaluate staffing and identify which employees have the ability to work from home.

There may be flexibility around telework for social distancing purposes and can be an option for an employee instead of using accrued leave. These telework arrangements are temporary and subject to change as the COVID-19 situation develops. Additionally, there may be limited resources due to the restricted VPN access and advanced approval is required by the Department Head, in consultation with Municipal Services Director or designee.

Section 6. Business Travel

All non-essential work-sponsored travel by all City employees shall be prohibited until further notice.

Section 7. Paid Leave Options

(a) Personal Accrued Leave:

If an employee is healthy and chooses to stay home because they have concerns about contracting the virus, but the concern has not been substantiated by a health care professional, the employee may request to use their accrued vacation and/or comp-time leave. Employees should either report to their worksite or request to use their accrued vacation and/or comp-time leave if they are unable to report to the worksite. The City will follow regular leave policies and procedures for employees who choose not to report to work.

(b) Paid Administrative Leave for COVID-19:

Since emergency responders are excluded from the Families First Coronavirus Response Act, the City of Coeur d'Alene may authorize paid administrative leave for first responder employees who are subject to self-isolation **under the direction of public health authorities due to a significant risk exposure to COVID -19 or who fail the symptom check-list below.**

Symptom Check-List for First Responders (if employee has any of the following symptoms, they shall immediately contact their supervisor):

- Fever of 100.4 degrees F or higher **OR** if experiencing chills
- Uncontrollable secretions or excretions that would likely result in sneezing or blowing of the nose during the course of caring for a patient or talking to a colleague.
- Sore throat.
- Productive or uncontrolled cough, or a cough lasting more than two weeks.
- Influenza or COVID-19 like illness (fever, cough, shortness of breath, or sore throat).
- Diarrhea associated with an acute illness.
- Body aches and pains.

Department heads who place an employee on Paid Administrative Leave must notify the City Administrator and Human Resources.

Proof from a public health official or health care professional may be required and provided for the approval of paid administrative leave. If an employee tests positive for COVID-19, documentation from a health care professional must be provided to Human Resources prior to returning to work.

(c) Category 1 - 3 Employees:

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Section 8. Family Medical Leave Act

The City of Coeur d'Alene observes the Family Medical Leave Act (FMLA) as well as the Americans with Disabilities Act (ADA) to provide employees job protection and accommodations as required by law. Employees should consult with HR to determine if the FMLA or ADA apply when addressing concerns related to COVID-19.

Section 9. Protected Health Information

An infected employee's privacy will be protected to the greatest extent possible and their identity will not be disclosed without consent or a lawful order by a court or other authority. In an epidemic of a quarantinable communicable disease such as COVID-19, management will only share the information determined to be necessary to protect the health of the employees in the workplace while maintaining confidentiality as required by the Americans with Disabilities Act (ADA). If we do have a confirmed case involving an employee, departments should consult with Legal and Human Resources to determine what information is releasable.



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