

# Coeur d'Alene

## CITY COUNCIL MEETING

*April 5, 2016*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

**Council Members Edinger, English, Evans, Gookin, McEvers, Miller**

**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.

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 H - Public Comments is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

**5:15 P.M.**

**APRIL 5, 2016**

**A. EXECUTIVE SESSION:** Idaho Code 74-206 Section (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

**B. CALL TO ORDER/ROLL CALL**

**C. INVOCATION:** Pastor Will Hoffman with Hayden Community Church

**D. PLEDGE OF ALLEGIANCE**

**E. 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.

**F. PRESENTATIONS:**

1. Fiscal Year 2014-2015 Audit

**Presented by Toni Hackwith, Anderson Bros. CPA's, P.A.**

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

1. Approval of Council Minutes for March 15, 2016 Council Meeting.
2. Approval of Bills as Submitted.

3. Approval of Public Works Committee Minutes for the March 21, 2016 Meeting.
4. Setting of General Services and Public Works Committees meetings for April 11, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of a Cemetery lot transfer from Irene Jordan to Leonard A. and Patricia A. Benes, Lots 07, and 08, Block 37, Section B of Forest Cemetery

**Recommended by the City Clerk**

6. Approval of a Beer/Wine License to Bad Dad Corporation dba The Bluebird – A Midtown Eatery, 816 N. 4<sup>th</sup> Street (transfer from Bojacks); Autumn and Viljo Basso
7. **Resolution No. 16-017**

- a. Approval of SS-3-15, Cooper's Corner Subdivision: Final plat, Subdivision Agreement, and security.

**Recommended by the City Engineer**

- b. Agreement and bid award to Interstate Asphalt & Concrete, Co. for the 2016 Overlay Project.

**Recommended by the Public Works Committee**

- c. Sole Source Procurement of AWTF Tertiary Treatment Phase 2 Membrane Filtration Equipment from GE Water & Process Technologies, Inc.

**Recommended by the Public Works Committee**

- d. Memorandum of Understanding with Kootenai County for use of the Blackwell Island Marina for moorage of the Fire Boat.

**Recommended by the Public Works Committee**

- e. Approval of a 6-month lease extension with Commercial Property Management for 816 Sherman Ave. for the Legal – Criminal office.

**Recommended by the City Attorney**

**H. 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.)

**I. ANNOUNCEMENTS**

1. **City Council**
2. **Mayor**
  - a. Appointments:
    - i. Russell Hersrud to the Pedestrian & Bicycle Advisory Committee
    - ii. Christie Wood to the Parks and Recreation Commission

**J. OTHER BUSINESS:**

1. **Council Bill No. 16-1005** - Amending Municipal Code Chapter 2.68 entitled - Civil Service Commission  
**Presented by the Human Resources Director, Melissa Tosi**

**2. Resolution No. 16-018 - Approval of Amendments to the Civil Service Rules  
Recommended by the Human Resources Director**

- 3. Resolution No. 16-019 - Agreement with National Native American Construction for the  
award of the Fire Station No. 4 Project.  
Presented by the Fire Chief Gabriel**

**K. PUBLIC HEARING:**

1. (Legislative) Community Development Block Grant (CDBG) Plan Year 2016 Annual  
Action Plan

**Presented by: Sherri Wastweet, Grant Administrator with Panhandle Area Council**

**L. EXECUTIVE SESSION:** Idaho Code 74-206 Section (f) to communicate with legal  
counsel for the public agency to discuss the legal ramifications of and legal options for pending  
litigation, or controversies not yet being litigated but imminently likely to be litigated.

**M. ADJOURN:**

*This meeting is aired live on CDA TV Cable Channel 19*

# PRESENTATIONS



## FINANCE DEPARTMENT

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710 E. Mullan Avenue  
Coeur d' Alene, Idaho 83814  
(208)769-2225 – FAX (208)769-2284  
[www.cdaid.org](http://www.cdaid.org)

### Finance Department Staff Report

**Date:** April 5, 2016  
**From:** Troy Tymesen, Finance Director  
**Subject:** Annual Audited Financial Statements

**Decision Point:** To accept the Annual Audited Financial Statements for year ended September 30, 2015 and direct staff to file a copy with the legislative services office in Boise, Idaho.

**History:** Each year the City is required to prepare basic financial statements, a schedule of expenditures of federal awards and conduct an audit of these statements. The City has completed the statements and the annual audit and is presenting them at this time to the Mayor and City Council, as per Idaho Code section 67-450B.

**Financial analysis:** This year the City engaged the audit firm of Anderson Bros., CPAs, P.A. to conduct the audit. The City agreed to pay Anderson Bros \$27,500 for the 2014 -2015 annual audit, which was less than budgeted.

**Decision Point:** To accept the Annual Audited Financial Statements for year ended September 30, 2015 and direct staff to file a copy with the legislative services office in Boise, Idaho.

# City of Coeur d'Alene

Financial Statement Audit

September 30, 2015

## Basics of a Financial Statement Audit

- A financial statement audit is required by Idaho State statutes
- Primary purpose:
  - Assures that the financial statements, in all material respects, fairly state the financial position as of a certain date.
  - Statements conform with GAAP (generally accepted accounting principles) and Governmental GAAP
  - Adequate presentation
  - Adequate disclosures

# City of Coeur d'Alene

Audit for the year ended September 30, 2015

- Independent Auditor's Report on Financial Statements - **Unmodified Opinion** (pages 1-3)
- Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards (pages 100-101)
- Independent Auditor's Report on Compliance with Requirements That Could Have a Direct and Material effect on Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133 - **Unmodified Opinion** (pages 102-103)

# City of Coeur d'Alene

Audit for the year ended September 30, 2015

- Financial Highlights:
  - GASB 68 – Accounting and Financial Reporting for Pensions implemented:
    - Resulted in a net pension asset for the FRF plan of \$3,981,015 at 9.30.15
    - Resulted in a net pension liability for the Base plan of \$6,575,089 at 9.30.15



# City of Coeur d'Alene

Audit for the year ended September 30, 2015

- Financial Highlights:
  - City issued \$6 million in general obligation bonds for public safety expenditures
  - City issued \$8,670,367 in sewer revenue bonds to pay for upgrades and construction of tertiary membrane filtration and nitrification improvements to the wastewater treatment facilities

# City of Coeur d'Alene

Audit for the year ended September 30, 2015

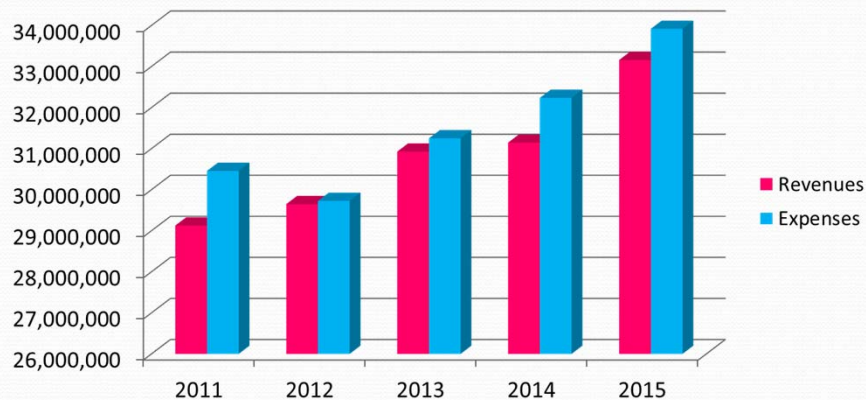
- Financial Highlights:
  - At 9.30.15 the General Fund unassigned fund balance was \$7,663,870 or 21.34% of the amended 2015 budget of General Fund expenditures
  - Overall revenues for the General Fund before transfers were \$1.3 million over the final amended budget of \$31.8 million and \$1.8 million over the original budget of \$31.3 million
  - Overall expenditures for the General Fund before transfers were \$1.99 million under the final amended budget and \$728K over the original budget

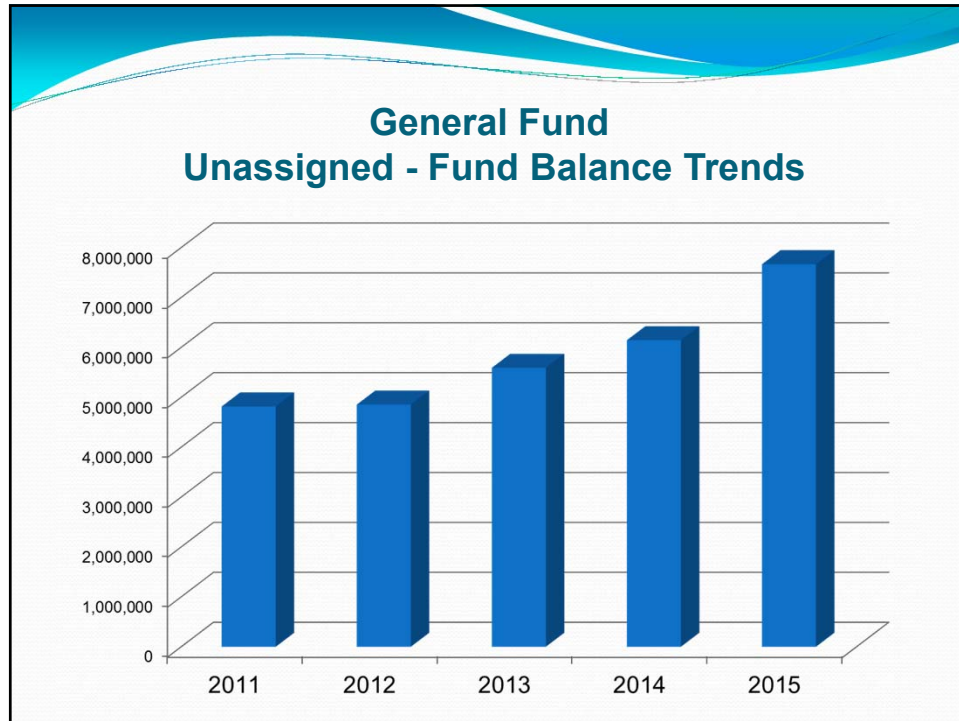
# City of Coeur d'Alene

Audit for the year ended September 30, 2015

- **Financial Highlights:**
  - Proprietary Funds increased the City's net position by \$2,086,641
    - This amount includes non-operating revenues and expenses which contributed a net \$2.1 million to the increase
    - Capital contributions contributed \$1.174 million to the increase
    - Revenues from charges for services increased by \$2.4 million mainly due to an increase in water revenues of \$1 million and an increase in wastewater revenue of \$1.1 million
  - All Proprietary funds had net operating income, except street lighting and public parking, which has losses of \$111,427 and \$222,063 (mainly due to depreciation), respectively
  - The Water Fund's operating income was relatively low at \$45,433

## General Fund Revenues and Expenditures 5 Year Comparison



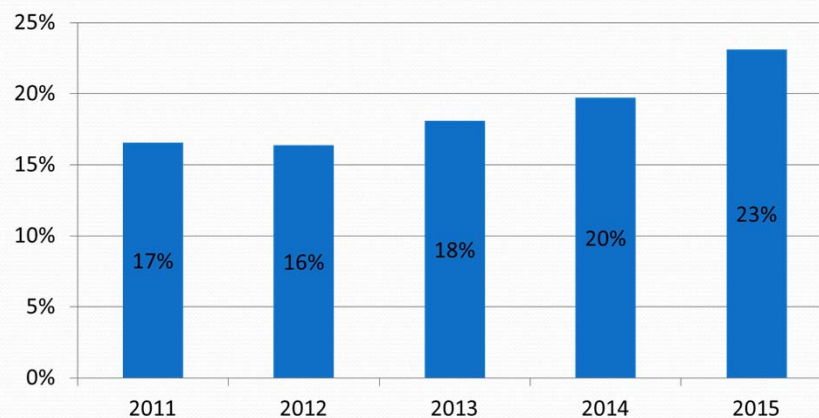


## City of Coeur d'Alene

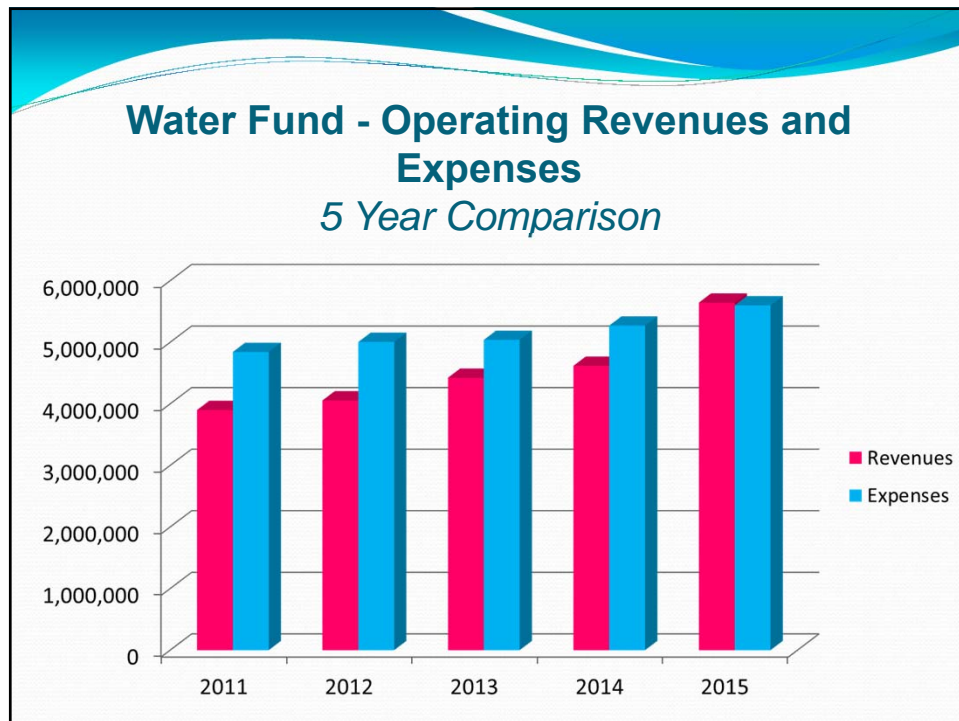
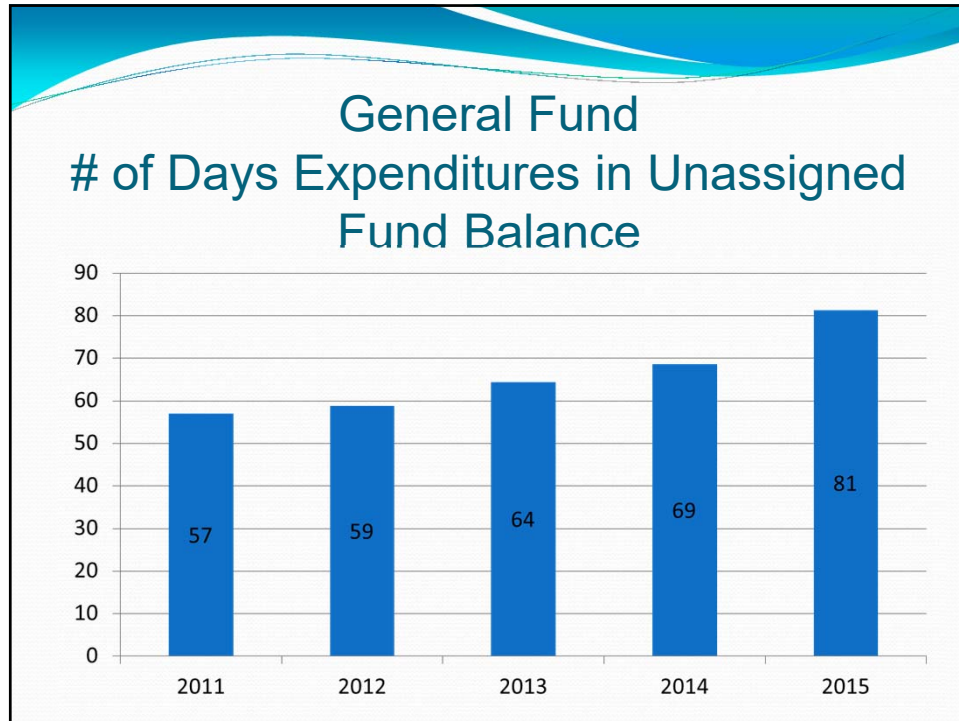
- Why is a Fund Balance Important?
  - Revenue stream is not consistent month to month (property taxes received in July and January)
  - Protect the City from unnecessary borrowing
  - Provide prudent resources to meet unexpected emergencies (recessions) and protect against catastrophic events
  - Meet uncertainties of State and Federal funding
  - Help ensure a credit rating that would qualify the City for lower interest costs (in case of needed borrowing)
  - Help ensure future financial stability

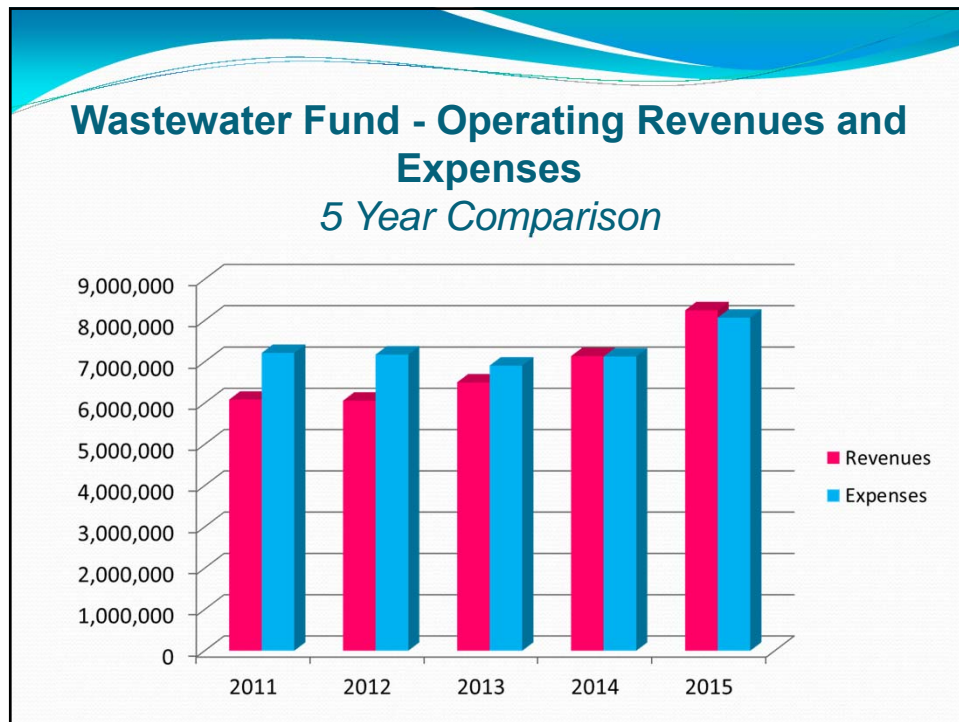
The Government Finance Officers Association recommends *at a minimum*, that governments, maintain an unassigned fund balance in their general fund of no less than 5 to 15 percent of regular general fund operating revenues, or no less than one to two months of regular general fund operating expenditures.

### General Fund - Unassigned Fund Balance as a % of Revenues









**QUESTIONS?**

## 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 15, 2016

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 15, 2016 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Loren Ron Edinger	)	Members of Council Present
Dan Gookin	)	
Kiki Miller	)	
Woody McEvers	)	
Amy Evans	)	
Dan English	)	

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

**PLEDGE OF ALLEGIANCE:** Councilmember McEvers led the pledge of allegiance.

**ANNUAL REPORT FROM THE ARTS COMMISSION:** Arts Commission Chair Jennifer Drake presented a report outlining the accomplishments of the commission. She noted that over the past year six new members were added and that they currently have one vacancy. She encouraged community members to apply for that volunteer spot. Highlights included a current value of the City's art collection at \$1,573,193 located throughout the community and the continuation of the annual Art-currents program downtown. In 2015, they installed three new pieces, and reinstalled the "Kate" art piece in Riverstone. The utility boxes in McEuen have been wrapped with historic photos of McEuen and are topped with way-finders. In 2016, they anticipate a Gateway to Riverstone project, murals at Sherman Avenue Park and the confluence of the Prairie and Centennial Trails. She thanked the City for its support of the arts, as well as the community.

Councilmember Gookin expressed a desire to broaden the scope of the term "art" in the code. He asked if the mural project was going to be a graffiti wall. Ms. Drake noted that a discussion regarding graffiti walls is how the mural discussion began; however, the commission decided to start with painted murals and may progress into a graffiti wall in the future. Councilmember Gookin asked if there were any art opportunities within the Mullan Road project. Ms. Drake stated that there have been locations held out for art pieces. Councilmember McEvers asked if the commission was looking for specific backgrounds in their volunteers. Ms. Drake clarified that they have a wide variety of people serving on the commission, with varying backgrounds. They are looking for someone with an interest in the arts. Mayor Widmyer thanked the Arts Commission members for their service.



**CONSENT CALENDAR:** Motion by Gookin, second by Evans, to approve the consent calendar, with the amendment to the Public Works Committee Minutes to reflect Councilmember McEvers' absence.

1. Approval of Council Minutes for March 1, 2016 and March 7, 2016 Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of Public Works Committee and General Service Minutes for March 7, 2016 Meetings.
4. Setting of a public hearing for April 5, 2016 to hear public testimony regarding the Community Development Block Grant (CDBG) Plan Year 2016 Annual Action Plan.
5. Setting of General Services and Public Works Committees meetings for March 21, 2016 at 12:00 noon and 4:00 p.m. respectively.
6. Resolution No. 16-011 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN AGREEMENT WITH BMX ASSOCIATION FOR A THREE-YEAR TERM FOR USE OF THE CHERRY HILL BMX TRACK; APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH EDNETICS, INC. FOR THE IP CAMERA SURVEILLANCE SYSTEM PROJECT; APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH SPECIALTY PUMP SERVICE, INC. FOR THE 4TH STREET WELL REHABILITATION PROJECT; AND DECLARATION OF SURPLUS USED VEHICLES AND EQUIPMENT FROM VARIOUS DEPARTMENTS.

**ROLL CALL:** Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; English Aye.  
**Motion Carried.**

**MAYOR AND COUNCIL COMMENTS:**

Councilmember Evans welcomed the students and Boy Scouts in attendance.

Councilmember Gookin appreciated the first responders for the outstanding work they did in the Pastor Remington shooting.

**Council Bill No. 16-1003  
ORDINANCE 3531**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 4.25.090 ENTITLED "OVERNIGHT CAMPING PROHIBITED" TO PROVIDE DEFINITIONS, CLARIFICATION OF PROHIBITED CONDUCT, AND EXCEPTIONS TO THE CAMPING PROHIBITION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

**STAFF REPORT:** Police Chief Lee White requested the Council approve the proposed amendments to the camping code to make clarifications to the definition section that are

enforceable and fair. One of the current exceptions to the code allows camping on public land if all the shelters are full. The Legal Department reviewed court challenges and created this code to meet all the City's needs without criminalizing homelessness. The code still allows overnight camping at a residence in the case of overnight visitors who have permission of the homeowner. Boat camping at the city docks slips would be allowed upon payment of the moorage fee.

**DISCUSSION:** Councilmember Gookin asked if it is illegal to allow someone to plug his or her RV into a residence. City Attorney Mike Gridley noted that it could be a safety issue under the building code. Councilmember McEvers asked for clarification regarding the on-street parking code. Chief White explained that the parking code allows parking for less than 24 hours, so RV's are being moved every day one space at a time to circumvent the code. The code amendments would allow the ability to prevent that type of behavior.

**MOTION:** Motion by McEvers, seconded by Miller, to pass the first reading of **Council Bill No. 16-1003**.

**ROLL CALL:** Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; English Aye; Edinger Aye.  
**Motion Carried.**

**MOTION:** Motion by Edinger, seconded by McEvers, to suspend the rules and to adopt **Council Bill 16-1003** by its having had one reading by title only.

**ROLL CALL:** Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; English Aye; Edinger Aye.  
**Motion Carried.**

## **RESOLUTION NO. 16-012**

### **A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A ONE-YEAR CONTRACT WITH EMERGE CDA, INC., TO PROVIDE MONTHLY COMMUNITY ART CLASSES.**

**STAFF REPORT:** Community Planning Director Hilary Anderson noted that the proposed contract with Emerge CDA, Inc. would be a one-year term, to provide the service of monthly community art classes and two community art shows. Emerge CDA, Inc. is a non-profit art group that promotes arts in the community for youth and adults. The teachers are credentialed and have been background-checked. The group has a governing board, which would include one Arts Commission member. This program would differ from the previous summer arts program in that the classes will be offered free of charge, with materials and supplies provided, and it will be able to serve substantially more citizens over the course of a year, rather than just the summer months. It is expected that this program will take minimal staff time to manage versus the prior summer program. Ms. Anderson noted that this would be a pilot program and would cultivate an interest in the arts for youth and adults. She reviewed the Arts Policy and Arts Commission duties, and benefits of art to demonstrate that the promotion of arts is important to the community.

**MOTION:** Motion by English, seconded by Evans to approve **Resolution No. 16-012;** approving an Agreement with Emerge CDA, Inc. for monthly community art classes.

**DISCUSSION:** Councilmember Edinger noted that this proposal was brought to the General Services Committee and was passed unanimously. Councilmember McEvers asked if the program was free under the old system. Ms. Anderson clarified that there was a fee under the prior program; however, this program will be free to the public and the cost to the Arts Commission is \$1,200 a month. She explained that the prior Summer Arts Program Director retired and the previous model was not sustainable. Councilmember English said he was impressed with the potential of the program and its wide number of options. Councilmember Gookin expressed concern that Emerge has not been in business long. Ms. Anderson noted that there are not any other organizations around that can take on this type of program. Councilmember Gookin asked for information regarding the Arts Maintenance Fund. Ms. Anderson said that currently the fund has a healthy balance of \$120,000. The Mayor felt it will be a very popular program and it will be important for rules to be in place to allow plenty of people access to the classes. Councilmember Miller expressed concern that it would be open to the region rather than just Coeur d'Alene citizens. She noted that she believes it will give people exposure to various forms of art and will encourage them to sign up for private lessons thereafter. Councilmember Evans thanked the Arts Commission and staff who conducted a lot of research with the Legal Department and believes this expands opportunities to the community. It was important to the Arts Commission to bring something new to the community and she appreciates their hard work.

**ROLL CALL:** Gookin Aye; Evans Aye; English Aye; Edinger Aye; Miller Aye; McEvers Aye. Motion Carried.

**2<sup>nd</sup> MOTION:** Motion by Gookin, seconded by McEvers to direct staff to review and recommend changes to the ordinance regarding the Arts Commission liaison language.

**DISCUSSION:** Councilmember Gookin explained that the existing the ordinance is specific to the liaison being in the Recreation Department and refers to art as sculptures. Parks and Recreation Director Bill Greenwood clarified that retired Parks and Recreation Director Steve Anthony was the Arts Commission liaison; however, that duty was transferred to the Planning Department when the Parks and Recreation Departments were combined. Ms. Drake said that there has been some discussion by the Arts Commission regarding the updating of the ordinance and broadening the scope of art to be more than physical public art.

**Motion Carried.**

**3<sup>rd</sup> MOTION:** Motion by Gookin, seconded by McEvers to direct the Arts Commission to review the ordinance and recommend changes that broaden the scope of art to be more than physical pieces. **Motion Carried.**

## **PRESENTATION AND ACCEPTANCE OF THE 2015 HOUSING NEEDS ASSESSMENT**

Mollie Fitzpatrick, Associate with BBC Consulting, presented the 2015 Housing Needs Assessment and Barriers Analysis conducted for the City of Coeur d'Alene. She noted that BBC Consulting conducted the first housing needs assessment for the City in 2006, and the following updates. She explained that a balanced housing market is important to meet the needs of existing and future workforce. The City of Coeur d'Alene does not have any geographic clusters of minorities. Since the 2000 study, the City has no substantial changes to race/ethnic distribution. Additionally, the city has had only a modest change in housing stock, which remains largely single-family units with some growth in multi-family; however, home ownership is still difficult for average income workers. Affordability is still a problem for renters. At the time of the study, there was a shortage of rental units by 1,745 priced affordable to those citizens earning \$20,000 or less a year, which is an increase from the 2009 study. The gap would have been much larger if some of the federally funded programs had not been in place. She noted that it appears that housing prices that have bounced back to pre-recession levels but wages have not. Based on the survey they conducted the housing type most identified as most needed was homes priced under \$200,000. She noted that according to the Census data approximately 15% of the community reported a disability, of which 33% stated that their housing did not meet their accessibility needs. Ms. Fitzpatrick noted that there were only a few barriers to housing choice; however, within the state of Idaho compliance with accessibility requirements of the Fair Housing Act are low, including Coeur d'Alene. Goals for the City should be to continue to identify and work with the urban renewal authority to convert underutilized parcels into mixed income/mixed use housing; adopt a policy that when public land becomes available that reuse for mixed income housing is a top consideration; as budget allows offer reductions or waiver of fees associated with residential development. Additionally, the City should consider density bonus beyond downtown, set housing targets, and continue to educate the community regarding the Fair Housing Code. She also recommends the City continue to fund accessibility improvements and expand the transit system.

**MOTION:** Motion by Gookin, seconded by Edinger to accept the 2015 Housing Needs Assessment.

**DISCUSSION:** Councilmember McEvers asked for additional information regarding income differences and the connection to age, etc. Ms. Fitzpatrick clarified that a person is more likely to be a buyer in the middle age range and rent while younger, and then again rent when a senior. Councilmember English noted that Habitat for Humanity pays the sewer cap fees for their projects and it is expensive but government agencies cannot waive such fees. Ms. Fitzpatrick explained that she has seen a spectrum of fee reduction/waiver options with other cities. Some cities waive certain fees such as review fees; however, she has not seen communities waive a cap fee. Mayor Widmyer noted that one way to make housing more affordable is the creation of better paying jobs. Councilmember McEvers asked for more information regarding the survey that was conducted. Ms. Fitzpatrick noted that the survey was sent to stakeholders and focus groups. It was available on the City's webpage, so it was an "opt in" survey. It is not

statistically significant, and she noted that the survey respondents were more likely to be middle aged and tended to be families, and a little toward higher income.

**Motion carried.**

#### **RESOLUTION NO. 16-013**

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES BY AMENDING RULE XI, ATTENDANCE AND LEAVES, SECTION 11, RETIREMENT MEDICAL BENEFIT.**

**STAFF REPORT:** Human Resource Director Melissa Tosi explained that the personnel rule related to the medical retirement benefit had not been amended in 10 years. Several clarifications to the program were needed and she is recommending increasing the savings amount, clarification regarding the need for the consultation, and removal of the option for the employee to stay on the City's health insurance plan. She reviewed the HRA/VEBA options and noted that this rule will apply specifically for needed consultation services. This will provide departments another option for succession planning. She noted that one amendment was requested by the Fire Union to mirror their Civil Service Rules to be able to fill the position after 60 days vacancy rather than 90 days, which she felt was reasonable.

**MOTION:** Motion by McEvers, seconded by Gookin to approve **Resolution No. 16-013;** Personnel Rule Amendment to Rule XI, Section 11 entitled Retirement Medical Benefit.

**DISCUSSION:** Councilmember Gookin clarified that the intent of this rule is for those positions the City would need consultation with, not all city employees.

**ROLL CALL:** Evans Aye; English Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye.  
**Motion Carried.**

#### **RESOLUTION NO. 16-014**

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF CONTRACTORS NORTHWEST, INC., FOR FLOOD WORKS REPAIR.**

**STAFF REPORT:** Engineering Services Director Gordon Dobler noted that three bids were submitted for this project and that Contractors Northwest, Inc. was the lowest responsive bid and came in approximately \$58,000 under the engineer's estimate. He noted that the Flood Works Repair Project is a budgeted project and is being funded from the Drainage Utility, the Wastewater Utility, and NIC. The funding agreement with NIC was amended to include this project in March 2015.

**MOTION:** Motion by McEvers, seconded by English to approve **Resolution No. 16-014;** approving an Agreement with Contractors Northwest for award of the Flood Works Repair Project.

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

#### **RESOLUTION NO. 16-015**

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF CAMERON-REILLY, LLC, FOR THE MULLAN RD IMPROVEMENTS PROJECT.**

**STAFF REPORT:** Mr. Dobler noted that four bids were received for this project and that Cameron Reilly, LLC. was the lowest responsive bid and came in approximately \$20,000 under the engineer's estimate. He noted that the Mullan Road Improvements Project is a budgeted project, with the cost shared between the City of Coeur d'Alene and Ignite CDA. The financing agreement with Ignite CDA was approved on December 16, 2015.

**MOTION:** Motion by Gookin, seconded by Evans to approve **Resolution No. 16-015;** approving an Agreement with Cameron Reilly, LLC. for the award of the Mullan Avenue Project.

**DISCUSSION:** Councilmember McEvers asked if there were any alternates included in this bid. Mr. Dobler clarified that there were no alternates for this project. Councilmember Gookin asked if the Council would be presented with the details of the project. Mr. Dobler confirmed that he would leave a hard copy of the plans at City Hall for the Council to review at their leisure. He noted that the contract would be a 120-day project, with the Notice to Proceed issued before the end of this month.

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

#### **COUNCIL BILL NO. 16-1004 ORDINANCE 3532**

**AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF KATHLEEN AVENUE RIGHT- OF-WAY, GENERALLY DESCRIBED AS A PARCEL OF LAND LYING SOUTH OF THE KATHLEEN AVENUE CENTERLINE AND NORTHEASTERLY OF THE PRAIRIE TRAIL RIGHT-OF-WAY LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, AND THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.**

**MOTION:** Motion by McEvers, seconded by Edinger, to pass the first reading of **Council Bill No. 16-1004**.

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

**MOTION:** Motion by McEvers, seconded by Edinger, to suspend the rules and to adopt **Council Bill 16-1004** by its having had one reading by title only.

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

### **RESOLUTION NO. 16-016**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH LONGWELL + TRAPP ARCHITECTS FOR THE CITY HALL ADA ENHANCEMENT/REMODEL PROJECT.

**STAFF REPORT:** Finance Director Troy Tymesen noted that he will be asking for Council approval of the Agreement with Longwell + Trapp Architects for a fixed fee of \$119,750.00, as well as outlining the project funding options. He noted that this project has been underway since 2003 and it is not in the current Financial Plan. The architect could get the construction drawings done within 90 days, which would include details such as computer drop locations, etc. The project is estimated to be a \$1.65 million dollar project. The project management plan will come back to Council, as staff is seeking out options to utilize existing staff, since the cost to hire a project manager is estimated to be \$30,000 to \$40,000.

The City will be liquidating the Fruitland Avenue land and moving forward with the property trade with St. Vincent de Paul to sell the Harrison Avenue building. The Blackwell Island appraisal was received this evening, and a summary of that appraisal will be distributed tomorrow. The appraisal estimated the land value at approximately \$250,000. Mr. Tymesen noted that the lease funding option has been cleared by the Supreme Court and is a viable option. He noted that the Council will be presented with the audit at its next meeting, and will hear that the City has a healthy fund balance, which grew by \$1.2 million dollars this past year. Currently, 21% of General Fund expenses are in the form of cash, with \$7.6 million dollars in unassigned fund balance. A source of repayment or a portion of repayment for this project could be in the form of existing cash from the General Fund.

**MOTION:** Motion by Gookin, seconded by English to approve **Resolution No. 16-016**; approving an Agreement with Longwell + Trapp Architects for the City Hall ADA Enhancement/Remodel Project and Funding Update.

**DISCUSSION:** Councilmember McEvers asked if the City could borrow from itself. Mr. Tymesen clarified that it is an option to borrow from the General Fund. Councilmember McEvers asked for clarification regarding the fixed fee for architectural services. Mr. Tymesen clarified that the fee will include the architect as a partner throughout the entire project and will

be paid out throughout the term, not all at once. Councilmember Edinger expressed concern with spending \$1.6 Million for the project. Mr. Tymesen explained the features within the plan and explained that it will include additional security enhancements. Councilmember Edinger felt that the community would not be supportive of a remodel to City Hall. Mr. Tymesen noted that with this remodel the City would no longer have to lease space for the criminal division, which would help fund the project. Councilmember Miller stated that she had an injury that required her to be in a wheelchair and it was an extreme challenge to move throughout City Hall. Additionally, she felt that the efficiencies in managing this building should be in the forefront of the design and she would like it to include the hiring of a project manager outside of staff, as she does not believe they would have time to manage the project and money would be saved in the end. Councilmember Gookin reiterated that he opposes the bank lease option. He would like to use the sale of surplus property and fund balance as funding sources. Councilmember English felt there were many members of the public that come to City Hall each year and believes that City Hall has been undersized and inefficient for some time. He noted that it is not fun to spend money on facilities but it is needed and that the time to deal with ADA issues is prior to getting a complaint.

Mayor Widmyer reiterated the importance of increased efficiencies within the project. He noted that the sale of the house on Fruitland Lane would be close to the cost of the architect. Additionally, having a City Hall that is not compliant is not good, which this project would cure. Councilmember McEvers said that he believes that the City has used the building efficiently for 40 years and agrees there should be efficiencies throughout; however, one of the biggest issues is security. While he likes the open environment, it has to go away to provide security. He agreed that bringing in the Criminal Division into City Hall would be a huge efficiency. Councilmember Edinger noted that the \$1.6 million estimate will likely be more and that the main goal of the Council was to enhance public safety, not remodel City Hall. He noted that the public should be notified of this project and give input. Mr. Tymesen noted that this is one time expenditure to improve a fixed asset. Mayor Widmyer recommended that once design drawings were complete staff could bring options back to the Council. He noted that this is a basic remodel and when the final dollar amount and funding is established, information can be better distributed to the community. Councilmember McEvers reiterated that the security of the employees and the public included in this project is an important feature. He noted that the Council has not raised taxes in years and reiterated that ADA lawsuits can be more expensive than the remodel project.

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

**A-1-16 (QUASI-JUDICIAL HEARING); 2109 W. PRAIRIE AVENUE FOR PROPOSED ANNEXATION FROM COUNTY AGRICULTURE TO CITY R-8 (RESIDENTIAL AT 8 UNITS/ACRE) ZONING DISTRICT BY VISTA MEADOWS LLC.**

**STAFF REPORT:** Planner Sean Holm explained that the applicant, Vista Meadows, LLC, has requested annexation of approximately 14.66 acres located between W. Timberlake Loop and West Alps Street, South of Prairie Avenue, and North of Coeur d'Alene Place PUD, with zoning at Residential 8 units/acre. He reviewed the property location, area zoning, and area land uses.



He noted that the findings required for the annexation include: that this proposal is or is not in conformance with the Comprehensive Plan policies; that the public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site make or do not make it suitable for the request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses. He noted several applicable Comprehensive Plan policies and characteristics of the site. He noted that there are no proposed conditions as the Annexation Agreement will cover any concerns.

Mayor Widmyer called for public comments and the Clerk conducted the oath for each of those testifying.

**APPLICANT:** Sandy Young stated that she is acting as the owner's representative for this request. She noted that the proposed development is a subdivision and PUD, which was approved by the Planning Commission. She explained that the subdivision would consist of 43 lots, 33 duplexes and 10 four-plexes. Open space will be treed and useable open space. She explained that the water service will be from Hayden Lake Irrigation district and there is capacity to allow for the city wastewater service.

Public Comment was closed.

**DISCUSSION:** Councilmember Gookin asked for clarification of open space and public access. Ms. Young explained that it is open space for use of the development, but it is not a gated development and can be used by the public and maintained by the homeowner's association.

**MOTION:** Motion by McEvers, seconded by Edinger to approve the A-1-16: 2109 W. Prairie Avenue for proposed annexation from County Agriculture to City R-8 (Residential at 8 units/acre) zoning district by Vista Meadows LLC., to make the necessary Findings and Order and to direct staff to negotiate an annexation agreement.

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

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

The meeting adjourned at 8:25 p.m.

ATTEST:

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Steve Widmyer, Mayor

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Renata McLeod, CMC, City Clerk

**PUBLIC WORKS COMMITTEE  
MINUTES  
March 21, 2016  
4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Dan Gookin  
Councilmember Dan English

**STAFF PRESENT**

Dennis Grant, Eng. Project Manager  
Jim Remitz, Capital Program Manager  
Tim Martin, Street Superintendent  
Gordon Dobler, Engineering Svcs Dir.  
Kenny Gabriel, Fire Chief  
Randy Adams, Deputy City Attorney  
Amy Ferguson, Executive Asst.  
Sid Fredrickson, WW Superintendent  
Jim Hammond, City Administrator

**Item 1            Approval of Low Bidder for the 2016 Overlay Project  
Consent Calendar**

Dennis Grant, Engineering Project Manager, presented a request for council approval of Interstate Asphalt & Concrete, Co. as the low bidder for the 2016 Overlay Project.

Mr. Grant stated in his staff report that the City received four responsive bids. The streets that will be overlaid this year are located in the Northshire Subdivision west of Atlas Road and north of Nez Perce Road.

Mr. Grant noted that the Engineer's estimate for this project was around \$640,000 and the bid of \$556,556.56 came in roughly \$100,000 under the \$660,000 overlay budget for the year.

Councilmember Gookin asked if the streets would be overlaid, and not chip sealed. Mr. Grant confirmed that they would be overlaid and ground down an inch and a half from the curb. Councilmember Gookin asked what happens to the money that is saved. Mr. Grant said they would be using that money for the chip seal project, plus some carryover from the previous year.

Councilmember English asked whether, in these situations where there is money left over, if they have a list of optional items that they could do, such as overlaying additional streets. Mr. Grant said that they have added streets in the past and they did talk about possibly doing some more chip seal this year, but this is the first year for the chip seal project and they are also spending some money prepping the roads.

**MOTION: Motion by Gookin, seconded by Dan English, to recommend Council approval Resolution No. 16-017 authorizing an agreement with Interstate Asphalt & Concrete, Co. for the 2016 Overlay Project in the amount of \$556,556.56. Motion carried.**

**Item 2                    Sole Source Procurement of AWTF Tertiary Treatment Phase 2 Membrane Filtration Equipment**  
**Consent Calendar**

James Remitz, Capital Program Manager, presented a request for council to declare that GE Water & Process Technologies, Inc. is the sole vendor of the AWTF Tertiary Treatment, Phase 2 tertiary membrane filtration equipment pursuant to Idaho Code 67-2808. The council was also requested to authorize publishing a notice in the newspaper stating the City's intent to sole-source procure and authorizing Wastewater staff to negotiate and the Mayor to execute a purchase agreement for the membrane filtration equipment.

Mr. Remitz stated in his staff report that the Coeur d'Alene Wastewater Department is currently in the design phase for the Tertiary Treatment Phase 2 Improvements to the City's Advanced Wastewater Treatment Facility (AWTF). These improvements are necessary in order for the City's AWTF to comply with the requirements of the EPA National Pollutant Discharge Elimination System (NPDES) permit that was issued on December 1, 2014, that allows for the discharge of treated wastewater into the Spokane River. The design of the improvements follows the recommendations and conclusions of various planning efforts. Construction of Phase 5C.1 – Initial Tertiary Membrane Filtration and Nitrification Improvements, that incorporated the GE Water & Process Technologies membrane filtration system, was completed in March of 2015. After one year of operation this full-scale pilot has resulted in very low phosphorus levels in the treatment wastewater from the Tertiary Membrane Filtration (TMF) facility. Using the tertiary membrane filtration system will enable the City to meet the stringent effluent phosphorus limits of the NPDES permit.

The Tertiary Treatment Phase 2 Project has obtained a \$20,000,000 loan through the IDEQ Clean Water State Revolving Loan Fund for the design and construction of the improvements. This funding source will fund the proposed membrane filtration equipment to be procured from GE Water & Process Technologies. It is estimated that the value of the sole source contract with GE Water & Process Technologies will be approximately \$5,500,000.

Mr. Remitz said that the Wastewater Treatment Plant currently has six cassettes of the membrane in place and it has been very effective so far. There are 48 membrane modules per cassette. The membranes are routinely cleaned. Each tank has six cassettes. Phase 2 includes the construction of additional primary and secondary clarifiers, chemical system expansion, and completion of the tertiary membrane filtration system for flows up to 5 MGD. They are requesting a sole source purchase of the membrane filtration equipment because of its compatibility with the existing membranes.

Councilmember McEvers asked how long the membranes last. Mr. Fredrickson said they are warranted for seven or eight years and typically they are hearing from the industry that they are getting 10 to 12 years out of them if they are treated gently. The replacement costs will have to be figured into the replacement budget in the future. Mr. Fredrickson said that there is a continuous cleaning process going on with the membranes to knock the solids down. The pore size of the membranes is 200 times smaller than the human hair and they have to continually scour the membranes with air to keep the solids from building up. They also do two types of chemical cleaning – one is a maintenance cleaning twice a week, and then a recovery clean where the entire membrane is taken off line, the tank is filled with chemicals, and the membranes are soaked overnight and then put back on line. Because of this weekly cleaning, you have to have a redundant membrane so that you can always have one off line for cleaning. Mr. Remitz commented that the life span of the membrane is directly related to the cleaning efforts.

Councilmember Gookin asked about the anticipated funding source for the replacements in the future. Mr. Fredrickson said that that would have to come out of the rate money and they will have to factor for

it. They have an equipment replacement account set up for all of the plant equipment which is not being funded as much as it needs to be.

Mr. Fredrickson confirmed that other companies make membranes, but they are different and not compatible. In 2011, they went to competitive bid and GE was awarded the bid, which is why they ended up sole sourcing the first batch of members.

Councilmember Gookin asked what would happen if GE went out of business? Mr. Fredrickson confirmed that they would still be able to obtain the membranes because they are made by other companies.

Mr. Fredrickson confirmed that they would be working with their engineers and the city's engineers to get the best price that they can.

**MOTION: Motion by English, seconded by Gookin, to recommend council approve Resolution No. 16-017, declaring (1) that GE Water & Process Technologies, Inc. is the sole vendor of the AWTF Tertiary Treatment Phase 2 tertiary membrane filtration equipment, (2) authorizing the publication of a notice of intent to sole-source procure the tertiary membrane filtration equipment and (3) authorize Wastewater staff to negotiate, and the Mayor to execute, a purchase agreement with GE Water & Process Technologies, Inc. for the tertiary membrane filtration equipment. Motion carried.**

**Item 3 — ~~Authorization to Purchase Vehicle for Drainage Utility Lead Worker~~ REMOVED**

#### **Item 4           Blackwell Island Fireboat Moorage Consent Calendar**

Kenny Gabriel, Fire Chief, presented a request on behalf of Deputy Chief Jim Washko that Council accept the MOU Agreement with Kootenai County for the moorage of the City's Fire Boat in the enclosed boat house in the Blackwell Island Marina.

Deputy Chief Washko stated in his staff report that for the last 10 years or more Kootenai County Fire & Rescue (KCFR) has been housing their fireboat in an enclosed boathouse on Blackwell Island that is owned by Hagadone Hospitality Co. and leased by Kootenai County for Kootenai County Parks & Waterways (KCPW) and KCFR. KCFR has decided to pull their boat off of the north end of the lake and concentrate their efforts more on the Spokane River. With them moving from the boathouse, this creates an open slip. The total cost of the lease will be split 50/50 between CDAFD and KCPW. The lease this year is pro-rated to reflect putting the boat in the slip on May 1<sup>st</sup> through October 31<sup>st</sup>. Having the boat in the water in a secure location will give the CDAFD the ability to protect its equipment and respond in a timely manner at all hours to incidents on the water in Lake Coeur d'Alene.

Chief Gabriel said that the legal department has reviewed the MOU. The city's responsibility would be to pay one-half of the \$6,000 a year moorage which Kootenai County pays to the Hagadone Corporation. He confirmed that the boat will be moored year around in the water and will be in a secure building. When their FD apparatus needs to go there, they can park off the beaten path without having to go through neighborhoods and there is security there. Kootenai County is very willing to help with modifications inside the boat house to facility getting the new fire boat to fit.

Councilmember Gookin said that the council had originally asked them to find out what it would be like to put the boat down on Third Street. Chief Gabriel said that he talked to Bill Green and they could give them the last two spots on the dock, but they would extend out 20 feet. They could also build a boathouse at the end of the dock, but it would be intrusive, and they would have to go through the Department of Lands to get a permit.

Councilmember Gookin said that the lease concerns him because it is actually KC Waterways leasing the boat house from the Hagadone Corporation. Chief Gabriel confirmed that they are leasing the boathouse on a year-to-year basis and their hope is that the Hagadone Corporation will always allow them to have the boathouse there. Councilmember Gookin asked if, at some point, it would be cheaper to build a facility. Chief Gabriel said that if that property is ever annexed, they may have the ability to do that.

Councilmember McEvers asked about Kootenai County's fire boat and if it was pulled off the lake. Chief Gabriel confirmed that Kootenai County's boat is quite old and all of their response area has moved down the river so it makes sense for them to get a boat that fits their needs a little more on the river. The Fire Department will partner with them in regard to calls and they will be trained on the boat as well.

Councilmember McEvers asked if the FD would be doing patrols on the boat, or if it was for calls only. Chief Gabriel said they would do patrols for certain events only, like the 4<sup>th</sup> of July. They are also going to train police officers on how to use the boat in case they need it for something.

Councilmember English said that he remembers from his days at the county that getting covered moorages can be tough. He noted that it sounds like a good deal for the city, even on a year-by-year basis.

**MOTION: Motion by Gookin, seconded by English, to recommend Council approve Resolution No. 16-017 authorizing a MOU Agreement with Kootenai County for the moorage of the CDAFD Fire Boat in the enclosed boat house in the Blackwell Island Marina. Motion carried.**

The meeting adjourned at 4:24 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

**CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP**

Request received by: Municipal Services Kathy Lewis 3/23/16  
Department Name / Employee Name / Date

Request made by: Irene Jordan  
Name  
545 North Garden Plaza Ct. Apt. 167 Post Falls, ID 83854  
Address / Phone

The request is for: / / Repurchase of Lot(s)  
☒ Transfer of Lot(s) from Irene Jordan to Leonard A + Patricia A. Benes

Niche(s): \_\_\_\_\_  
 Lot(s): 07, 08, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Block: 37 Section: B

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.: 989784

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vonnie Jensen  
 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:

Harvey and Irene Jordan

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 7000 per lot.

WGS 3-25-16  
 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: RLA 3/25/16  
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 Signature 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 / /

[Signature] \_\_\_\_\_  
 Cemetery Supervisor's Signature Date

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

\* check in safe

# BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene  
Municipal Services  
710 Mullan Avenue  
Coeur d' Alene, Idaho 83814  
208.769.2229 Fax 769.2237

[Office Use Only] Amt Pd 50  
Rec No 89494  
Date 3/24/16  
Date to City Council: 4/5/16  
Reg No. \_\_\_\_\_  
License No. \_\_\_\_\_  
Rv \_\_\_\_\_

Date that you would like to begin alcohol service \_\_\_\_\_

**Check the ONE box that applies:**

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP <u>\$25</u> Wine additional <u>\$25</u> Consumed on premise <u>yes</u> no Transfer from _____ to _____	\$ <u>50.00</u>

*Formerly Bojacks and Mid City Pub*

Business Name	<u>Bad Dad Corporation dba The Bluebird</u> <i>A midtown eatery.</i>
Business Mailing Address	<u>616 N. 4th St.</u>
City, State, Zip	<u>Coeur d'Alene, ID 83814</u>
Business Physical Address	<u>Same as</u>
City, State, Zip	<u>above</u>
Business Contact	Business Telephone: <u>2086653777</u> Fax: <u>2086642738</u> Email address: <u>midtownbluebird@hotmail.com</u>
License Applicant	
If Corporation, partnership, LLC etc. List all members/officers	<u>Autumn Basso</u> <u>Viljo Basso</u>

RESOLUTION NO. 16-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF SS-3-15, COOPER'S CORNER SUBDIVISION: FINAL PLAT, SUBDIVISION AGREEMENT, AND SECURITY; APPROVAL OF AN AGREEMENT AND BID AWARD TO INTERSTATE ASPHALT & CONCRETE, CO. FOR THE 2016 OVERLAY PROJECT; DECLARE THE SOLE SOURCE PROCUREMENT OF AWTF TREATMENT PHASE 2 MEMBRANE FILTRATION EQUIPMENT, DIRECT THE PUBLICATION OF NOTICE OF A SOLE SOURCE PROCUREMENT AT LEAST 14 CALENDAR DAYS PRIOR TO THE AWARD OF THE CONTRACT, AND AUTHORIZE STAFF TO NEGOTIATE A PURCHASE AGREEMENT WITH GE WATER & PROCESS TECHNOLOGIES, INC.; APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY FOR USE OF THE BLACKWELL ISLAND MARINA FOR MOORAGE OF THE FIRE BOAT; AND APPROVAL OF A SIX-MONTH LEASE EXTENSION WITH COMMERCIAL PROPERTY MANAGEMENT FOR 816 SHERMAN AVENUE FOR THE LEGAL – CRIMINAL OFFICE.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "A through E" and by reference made a part hereof as summarized as follows:

- A) Approval of SS-3-15, Cooper's Corner Subdivision: Final Plat, Subdivision Agreement, and Security;
- B) Approval of an Agreement and bid award to Interstate Asphalt & Concrete, Co. for the 2016 Overlay Project;
- C) Declare the Sole Source Procurement of AWTF Treatment Phase 2 Membrane Filtration Equipment, direct the publication of notice of a sole source procurement at least 14 calendar days prior to the award of the contract, and authorize staff to negotiate a purchase agreement with GE Water & Process Technologies, Inc.;
- D) Approval of a Memorandum of Understanding with Kootenai County for use of the Blackwell Island Marina for moorage of the Fire Boat;
- E) Approval of a six-month lease extension with Commercial Property management for 816 Sherman Avenue for the Legal – Criminal Office;

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 agreements or other actions; NOW, THEREFORE,



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

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreements or other actions on behalf of the City.

DATED this 5<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST

\_\_\_\_\_  
Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** April 5, 2016  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Cooper's Corner Subdivision: Final Plat, Subdivision Improvement Agreement & Security Approval

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**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a three (3) lot residential development.
2. City Council approval of the furnished subdivision improvement agreement and security.

**HISTORY**

- a. Applicant: Chad Oakland  
Seeland, LLC  
2022 N. Government Way  
Coeur d'Alene, ID 83814
- b. Location: SE corner of 12<sup>th</sup> Street and Homestead Avenue.
- c. Previous Action:
  1. Preliminary plat approval, December 2015.

**FINANCIAL ANALYSIS**

The developer is furnishing security in the amount of \$22,500.00 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

**PERFORMANCE ANALYSIS**

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (sewer & water lateral services, paved parking space) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by July 1, 2016.

**DECISION POINT RECOMMENDATION**

1. Approve the subdivision improvement agreement and security.
2. Approve the final plat document.

BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
INSTRUMENT No. \_\_\_\_\_

A REPLAT OF LOTS 13, 14, 15 AND 16, BLOCK 3 OF NORTHWEST TOWNSITE COMPANY'S 1ST ADDITION  
 LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF  
 SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST,  
 BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

1 NORTH QUARTER CORNER  
FOUND 1/2" REBAR WITH NO CAP  
12 INCHES BELOW SURFACE PER  
CP&F 2512267000

ENTER QUARTER CORNER  
FOUND 5/8" REBAR WITH 2"  
ALUMINUM CAP MARKED PLS  
10808 PER CP&F 2448514000

## BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, IDAHO ZONE WEST, NAD83 (2011). THE SCALE FACTOR IS 0.99993 AND A CONVERGENCE ANGLE OF  $-0^{\circ}45'14''$  AT THE NORTH QUARTER CORNER OF SECTION 12.

## NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS NOT OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

## REFERENCE DOCUMENTS

[illegible]

## LEGEND

- \* SET 50", 24" RESBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4167"  
 \* SET 100", 24" RESBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4167"  
 \* SET 150", 24" RESBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4167"  
 \* FOUND 1" IRON PIPE  
 \* FOUND 1" IRON PIPE  
 \* FOUND 1/2" RESBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4167"  
 \* FOUND 3/4" RESBAR WITH NO CAP  
 \* FOUND "X" IN LARGE STONE  
 \* FOUND "X" IN LARGE STONE  
 \* CALCULATED POINT, NOTHING BOUND OR SET  
 PROPERTY BOUNDARY LINE  
 PROPERTY LOT LINE  
 ADJACENT LOT LINE  
 CENTER LINE  
 SECTION LINE  
 THE LINE  
 EXISTING FENCE  
 "X" ..... "X"



3909 N. SCHREIBER WAY, STE. 4  
COEUR D'ALENE, IDAHO 83816  
PHONE: 208-676-0230

**CHECKED**

**DRAFTED**

SCALE: \_\_\_\_\_  
DATE: \_\_\_\_\_

JOB NO.

A

1

1

✓

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LOTS 13, 14, 15 AND 16, BLOCK 3 OF NORTHWEST TOWNSITE COMPANY'S 1ST ADDITION  
LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF  
SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CITY OF COSTA MESA, CITY ENGINEER

THIS PLAT WAS RECORDED AT THE REQUEST OF BETTY J. SHADDOCK REVOCABLE TRUST, DATED THE 28th DAY OF OCTOBER, 2002, FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO. THIS DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_, IN BOOK \_\_\_\_\_ OF PLATS, PAGES \_\_\_\_\_ AS INSTRUMENT NUMBER \_\_\_\_\_.

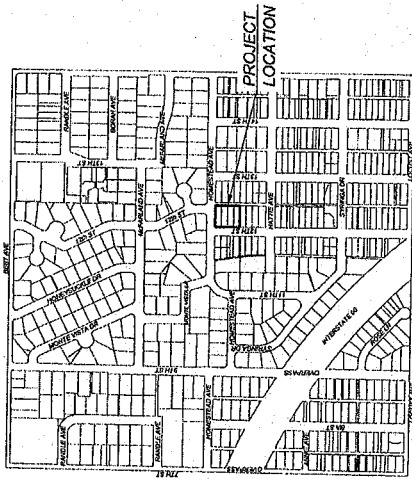
REC'D \$ \_\_\_\_\_

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH \_\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_.

[illegible]

DATE OF THIS DAY OF 20

**PANAMA E MEATIMONSTRY 4**



SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST

VICINITY MAP

SCALE 1" = 500'

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.



I, DAVID SCHMANN, PROFESSIONAL LAND SURVEYOR #1182, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE PLAT OF COOPER'S CORNER IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON, AND THAT ALL CORNERS WILL BE SET, AS SHOWN ON THIS PLAT, ON OR BEFORE ONE YEAR FROM RECORDING OF THIS PLAT. IN ACCORDANCE WITH IDAHO CODE 50-1331 & 50-1333.

David Coleman 10/29/15

BE IT FURTHER KNOWN THAT THE BETTY J. SHADLOCK REVOCABLE TRUST, DATED THE 28th DAY OF OCTOBER, 2002, DOES HEREBY CERTIFY THAT IT OWNS AND HAS LAID OUT THE LAND ENCOMPASSED WITHIN THIS PLAT TO BE KNOWN AS HERBERT CORYN, BEING A REPLAT OF LOTS 13, 14, 15 AND 16, BLOCK 2 OF NORTHWEST TOWNSHIP COMPANY'S FIRST ADJUSTED QUARTER IN BOOK C OF PLATS, PAGE 76, RECORDS OF JOHNSON COUNTY, IOWA, LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 1 WEST, ASSESSOR'S MERIDIAN, CITY OF ODEUR DALENE, JOHNSON COUNTY, IOWA AND MORE PARTICULARLY A WEST, ASSESSOR'S MERIDIAN.

COMMENCING AT THE CENTER QUARTER CORNER BEING A 5/8 INCH REBAR WITH 2 INCH ALUMINUM CAP MARKED PLS 10888 PER CH# 2448514020, RECORDS OF KOOTENAI COUNTY, IDAHO FROM WHICH THE NORTH QUARTER CORNER BEARS N74° 31'E 254.48 FEET; THENCE N85° 47' 36"E 1974.69 FEET TO THE NORTHWEST CORNER OF LOT 12, BLOCK 3 OF SAID NORTHWEST TOWNSHIP PLAT ON THE EAST RIGHT OF WAY OF 12th STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID EAST RIGHT OF WAY, N0° 26' 08"E 180.00 FEET TO THE INTERSECTION OF SAID EAST RIGHT OF WAY AND THE SOUTH RIGHT OF WAY OF HOMESTEAD AVENUE;

THENCE ALONG SAID SOUTH RIGHT OF WAY, S89° 24' 59"E 140.00 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY AND THE WEST RIGHT OF WAY OF SAID NORTHWEST TOWNSITE PLAT BLOCK 3 ALLEY;

THENCE ALONG SAID WEST RIGHT OF WAY, S0° 28' 08" W 160.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 12;

THENCE ALONG THE NORTH LINE OF SAID LOT 12, N89° 24' 59" W 140.00 FEET TO THE TRUE POINT OF BEGINNING;  
SAID PARCEL CONTAINING 0.514 ACRES OF LAND, MORE OR LESS

BE IT FURTHER KNOWN THAT:

DOMESTIC WATER FOR THIS PLAT IS TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE.

BETTY J. SHADOUCK TRUSTEE:

DATE	TRUSTEE
2002 OCTOBER 25th	BETTY J. SHADDUCK REVOCABLE TRUST, DATED THE 25th DAY OF OCTOBER, 2002
	J. SHADDUCK, TRUSTEE.

STATE OF IOWA, COUNTY OF KOOTENAI, SS.  
 I, \_\_\_\_\_, CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR 20\_\_\_\_, BEFORE ME \_\_\_\_\_ PERSONALLY APPEARED BETTY J. SHUDUCK, KNOWN ON CERTIFIED TO ME, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AS TRUSTEE OF THE BETTY J. SHUDUCK REVOCABLE TRUST, DATED THE 26th DAY OF OCTOBER, 2002 AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME AS SUCH TRUSTEE OF THE BETTY J. SHUDUCK REVOCABLE TRUST, DATED THE 26th DAY OF OCTOBER, 2002.

**NOTARY PUBLIC**

MY COMMISSION EXPIRES ON \_\_\_\_\_



3309 N. SCHREIBER WAY, STE. 4  
COEUR D'ALENE, IDAHO 83815  
PHONE: 208-676-0230

CHECKED BY:	DES
DRAFTED BY:	SMA
SCALE:	N.T.S.
DATE:	10/25/2015
JOB NO:	LCE 15-102

## COOPER'S CORNER

### Performance Bond Estimate



Description	Unit	Unit Cost	Total
Sanitary Sewer Lateral	2 ea	\$ 1,750 / ea	\$ 3,500
Domestic Water Lateral	2 ea	\$ 3,500 / ea	\$ 7,000
Paved Driveway (parking)	1 ls	\$ 4,500	\$ 4,500

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Total Cost \$ 15,000

150% Bond Increase \$ 7,500

**TOTAL BOND AMOUNT \$ 22,500**



**AGREEMENT TO PERFORM SUBDIVISION WORK**  
**Cooper's Corner Subdivision**

THIS AGREEMENT made this \_\_\_\_ day of April, 2016 between Seeland, LLC, with Chad Oakland, Managing Member, whose address is 2022 N. Government Way, Coeur d'Alene, ID 83814, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the Cooper's Corner subdivision, a three (3) lot residential development in Coeur d'Alene, situated in the Northeast ¼ of Section 12, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; NOW, THEREFORE,

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to complete the following public improvements: sanitary sewer lateral installations for Lots 1 & 2, domestic water service lateral installations for Lots 1 & 3, installation of the required two (2) paved parking spaces for the existing single family dwelling unit on Lot 2, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 1<sup>st</sup> day of July, 2016. Said improvements are more particularly described on the submitted estimate of probable construction costs dated March 23, 2016 attached as Exhibit "A", compiled by Drew Dittman, PE, #11138 of Lake City Engineering, Inc., whose address is 3909 N. Schreiber Way, Suite # 4, Coeur d'Alene, ID 83815.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount Twenty Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00) which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare the agreement that will benefit the Developer's. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

**CITY OF COEUR D'ALENE**

**SEELAND, LLC**

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
Chad Oakland, Managing Member

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

[Agreement re: Resolution No. 16-\_\_\_\_\_]

## COOPER'S CORNER

### Performance Bond Estimate



<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Sanitary Sewer Lateral	2 ea	\$ 1,750 / ea	\$ 3,500
Domestic Water Lateral	2 ea	\$ 3,500 / ea	\$ 7,000
Paved Driveway (parking)	1 ls	\$ 4,500	\$ 4,500
<hr/>			
Total Cost			\$ 15,000
150% Bond Increase			\$ 7,500
TOTAL BOND AMOUNT			\$ 22,500



# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** March 21, 2016  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **Approval of Low Bidder for the 2016 Overlay Project**

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### **DECISION POINT**

Staff is requesting the City Council to approve Interstate Asphalt & Concrete, Co. as the low bidder for the 2016 Overlay Project.

### **HISTORY**

The City of Coeur d'Alene received four responsive bids:

<b>Interstate Asphalt &amp; Concrete, Co.</b>	<b>\$ 556,556.56</b>
Poe Asphalt Paving, Inc.	\$ 572,071.30
Coeur d'Alene Paving, Inc.	\$ 634,726.45
Knife River Corporation – Northwest	\$ 663,076.00
<b>Engineer's Estimate</b>	<b>\$ 640,000.00</b>

### **FINANCIAL ANALYSIS**

The overlay program is a budgeted item. The budgeted amount is \$660,000.00, so there are sufficient funds.

### **PERFORMANCE ANALYSIS**

The City of Coeur d'Alene received four responsive bids for this year's overlay. The largest differences in the bids were in Mobilization and Traffic Control costs. The streets that will be overlaid this year are located in the Northshore Subdivision West of Atlas Road and North of Nez Perce Road.

### **RECOMMENDATION**

Staff recommends a motion to approve Interstate Asphalt & Concrete, Co. as the low bidder and authorize the mayor to execute the contract for the 2016 overlay program.



**CONTRACT**  
**For**  
**2016 OVERLAY PROJECT**

THIS CONTRACT, made and entered into this 5th day of April, 2016, 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 **Interstate Concrete & Asphalt, Co.**, 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 8849 W. Wyoming Avenue, Rathdrum, Idaho 83858, hereinafter referred to as “**CONTRACTOR**”,

**W I T N E S S E T H:**

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **2016 Overlay Project** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications 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 plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the City Engineer, and all labor performed shall be of first-class workmanship. **The placement of asphalt overlay material shall not begin prior to June 13, 2016.**

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 insureds 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 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 Workman'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 **Five Hundred Fifty-six Thousand Five Hundred Fifty six and 56/100 Dollars (\$556,556.56)**.

Monthly progress payments must be submitted by the 10<sup>th</sup> 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 calendar days allowed for completion of the Contract work shall be **30** calendar 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 above 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 and No/100 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 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** further 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.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply with all the requirements of **Attachment 1**, which by this reference is incorporated herein.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, 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 plans and specifications 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 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. \_\_\_\_\_, 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**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

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

**CONTRACTOR:**  
INTERSTATE CONCRETE & ASPHALT, CO.

\_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_

Its: Jared Wise, Construction Manager

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

[illegible]

On this 5<sup>th</sup> day of April, 2016, 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.

Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of April, 2016, before me, a Notary Public, personally appeared **Jared Wise**, known to me to be the Construction Manager, of **Interstate Asphalt & Concrete, Co.**, and the person 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.

Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## **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.

## **PUBLIC WORKS COMMITTEE STAFF REPORT**

**DATE:** March 21, 2016

**FROM:** James Remitz, Capital Program Manager

**SUBJECT:** Sole Source Procurement of AWTF Tertiary Treatment Phase 2 Membrane Filtration Equipment

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### **DECISION POINT:**

The City Council is requested to declare that GE Water & Process Technologies, Inc., is the sole vendor of the AWTF Tertiary Treatment, Phase 2 tertiary membrane filtration equipment pursuant to Idaho Code § 67-2808. The Council is also requested to authorize publishing a notice in the newspaper stating the City's intent to sole-source procure said tertiary filtration membrane equipment from this manufacturer and authorize Wastewater staff to negotiate and Mayor to execute a purchase agreement for the membrane filtration equipment.

### **HISTORY:**

The Coeur d'Alene Wastewater Department is currently in the design phase for the Tertiary Treatment Phase 2 improvements to the City's Advanced Wastewater Treatment Facility (AWTF). These improvements are necessary in order for the City's AWTF to comply with the requirements of the EPA National Pollutant Discharge Elimination System (NPDES) permit that was issued December 1, 2014, that allows for the discharge of treated wastewater into the Spokane River. The design of the improvements follows the recommendations and conclusions of various planning efforts including the May 2009 Phase 5 Preliminary Design Report, the December 2009 Wastewater Facility Plan Amendment, the 2012 Update to the 2009 Wastewater Facility Plan Amendment, the results of the August 2012 Low Phosphorus Demonstration Pilot Facility Report, and the January 2013 Phase 5C Preliminary Engineering Report.

Construction of Phase 5C.1 - Initial Tertiary Membrane Filtration and Nitrification Improvements, that incorporated the GE Water & Process Technologies membrane filtration system, was completed in March 2015. After one year of operation this full-scale pilot has resulted in very low phosphorus levels in the treated wastewater (effluent) from the Tertiary Membrane Filtration (TMF) facility. It is apparent that using the tertiary membrane filtration system will enable the City to meet the stringent effluent phosphorus limits of the NPDES permit.

### **FINANCIAL ANALYSIS:**

As a result of the various planning and engineering efforts referenced above, estimated costs were developed for the necessary improvements to the

AWTF for permit compliance and future wastewater flow projections. In April 2013, the City petitioned and received judicial confirmation from the Idaho 1<sup>st</sup> Judicial District Court to incur \$33.59M in indebtedness for the necessary improvements to the AWTF. The construction cost of Phase 5C.1 (\$8,670,376) was funded through the Clean Water State Revolving Loan Fund administered by Idaho Department of Environmental Quality (IDEQ). The Tertiary Treatment Phase 2 Project has obtained a \$20,000,000 loan through the same IDEQ Clean Water State Revolving Loan Fund for the design and construction of the improvements. This funding source will fund the proposed membrane filtration equipment to be procured from GE Water & Process Technologies. It is estimated that the value of the sole source contract with GE Water & Process Technologies will be approximately \$ 5,500,000.

#### **DISCUSSION:**

Idaho Code § 67-2808 (copy attached) allows sole source expenditures if the governing board declares that there is only one vendor reasonably available for the personal property to be acquired. Wastewater staff contends that the proposed membrane filtration equipment meets the criteria of I.C. § 67-2808-(2)-(a)-(ii): "Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration". Since the performance of the GE Water & Process Technologies membranes was successfully tested and evaluated in the 2011 Low Phosphorus Demonstration Facility Report, and were subsequently installed as part of the Phase 5C.1 project, compatibility is indeed of "paramount consideration" for the Tertiary Treatment Phase 2 project. The City's design consultant for this project, HDR Engineering, Inc., has provided further written justification for the City's consideration of the sole-source procurement of the filtration equipment and is attached to this staff report.

#### **DECISION POINT / RECOMMENDATION:**

Wastewater staff recommends that the City Council: 1.) Declare that GE Water & Process Technologies, Inc. is the sole vendor of the AWTF Tertiary Treatment Phase 2 tertiary membrane filtration equipment, 2.) Authorize the publication of a notice of intent to sole-source procure this tertiary membrane filtration equipment and 3.) Authorize Wastewater staff to negotiate, and the Mayor to execute, a purchase agreement with GE Water & Process Technologies, Inc. for said tertiary membrane filtration equipment.





# Idaho Statutes

## TITLE 67 STATE GOVERNMENT AND STATE AFFAIRS

### CHAPTER 28 PURCHASING BY POLITICAL SUBDIVISIONS

#### 67-2808. EMERGENCY EXPENDITURES -- SOLE SOURCE EXPENDITURES. (1)

Emergency expenditures.

(a) The governing board of a political subdivision may declare that an emergency exists and that the public interest and necessity demand the immediate expenditure of public money if:

- (i) There is a great public calamity, such as an extraordinary fire, flood, storm, epidemic or other disaster;
- (ii) It is necessary to do emergency work to prepare for the national or local defense; or
- (iii) It is necessary to do emergency work to safeguard life, health or property.

(b) Upon making the declaration of emergency, any sum required in the emergency may be expended without compliance with formal bidding procedures.

#### (2) Sole source expenditures.

(a) The governing board of a political subdivision may declare that there is only one (1) vendor if there is only one (1) vendor for the public works construction, services or personal property to be acquired. For purposes of this subsection, only one (1) vendor shall refer to situations where there is only one (1) source reasonably available and shall include, but not be limited to, the following situations:

- (i) Where public works construction, services or personal property is required to respond to a life-threatening situation or a situation which is immediately detrimental to the public welfare or property;
- (ii) Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration;
- (iii) Where a sole supplier's item is needed for trial use or testing;
- (iv) The purchase of mass-produced movies, videos, books or other copyrighted materials;
- (v) The purchase of public works construction, services or personal property for which it is determined there is no functional equivalent;
- (vi) The purchase of public utility services;
- (vii) The purchase of products, merchandise or trademarked goods for resale at a political subdivision facility; or
- (viii) Where competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances.

(b) Upon making the declaration that there is only one (1) vendor for public works construction, services or personal property, unless the public works construction, services or personal property is required for a life-threatening situation or a situation that is immediately detrimental to the public welfare or property, notice of a sole source procurement shall be published in the official newspaper of the political subdivision at least fourteen (14) calendar days prior to the award of the contract.

#### History:

[67-2808, added 2005, ch. 213, sec. 37, p. 678; am. 2013, ch. 344, sec. 2, p. 928.]

## **Sole Source Procurement of Membrane Filtration Equipment**



March 21, 2016 Public Works Committee Meeting  
Presented by: H. Sid Fredrickson & Jim Remitz  
Coeur d'Alene Wastewater Department



**Coeur d'Alene Advanced Wastewater Treatment Facility**





**Tertiary Membrane Filtration Facility**



**GE Membrane Filter Cassette**







**GE Membrane Filter Cassette Being Installed in Membrane Tank**



**Permeate Pump Gallery in TMF Building**



## **AWTF Phase 5 Improvements**

### **Phase 5C.1 (Completed March 2015)**

- **Constructed TMF building and tankage, pump station and piping**
- **Procured and installed GE membrane filtration system for 1 MGD flow (1/3 of total plant flow) as full-scale pilot study.**
- **Total Project Cost = \$ 12,581,261  
(\$8,670,367 Loan Funding)**



## **AWTF Phase 5 Improvements**

(continued)

### **Phase 5C.2 (Tertiary Treatment Phase 2)**

- **Improvements include construction of additional primary and secondary clarifiers, chemical system expansion and completion of tertiary membrane filtration system for flows up to 5 MGD.**
- **Currently in design. Estimated project cost = \$20,000,000. (100% Loan Funding)**



## **Reasons For a Sole Source Purchase of GE Membrane Filtration Equipment**

- **Compatibility With Existing Membranes**
  - Having only one manufacturer of membranes within the AWTF eliminates duplication of replacement parts inventory.
  - Consistency of manufacturer's warranty, service and operational computer software.
  - Provides for consistent operator training and operational protocols.





March 16, 2016

Mr. Jim Remitz  
City of Coeur d'Alene  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83814

Subject: Advanced Wastewater Treatment Facility  
Tertiary Treatment Phase 2 Improvements  
Sole Source Justification for Procurement of Membrane Operating System

Dear Mr. Remitz,

The purpose of this letter is to provide the City of Coeur d'Alene with technical information related to the procurement of additional membrane operating system equipment from GE Water & Process Technologies (GE) for the Advanced Wastewater Treatment Facility (AWTF) Tertiary Treatment Phase 2 Improvements project in accordance with requirements for political subdivisions of the state of Idaho.

### **Background**

From 2009 to 2011, the City operated the Low Phosphorus Demonstration Pilot Facility to address questions regarding full-scale performance and reliability of three different treatment technologies to meet low effluent phosphorus concentrations under variable influent flows and loads. The membrane operating system that was competitively bid, procured, installed, and operated for the tertiary membrane filtration (TMF) process included the GE ZeeWeed 500D low pressure, reinforced hollow fiber ultra-filtration membranes.

In 2012, prior to the start of the detailed design for the Phase 5C.1 Initial TMF and Nitrification Improvements (now referred to as Phase 1) project, two different types of membranes manufactured by four different manufacturers were evaluated. The GE ZeeWeed 500D membranes, and their associated operating system, were determined to be the only viable hollow reinforced ultrafiltration membranes in the United States with full-scale municipal experience and the ability to meet the City's permit requirements and as such were sole sourced for that project.

### **Tertiary Treatment Phase 2 Improvements**

The Tertiary Treatment Phase 2 Improvements project continues the phased implementation of improvements necessary to comply with the City's current EPA Nation Pollution Discharge Elimination System (NPDES) permit that became effective December 1, 2014. Phase 2 will increase the membrane filtration capacity from 1.0 million gallons per day (mgd) to a 5.0 mgd. The two existing membrane filtration trains constructed during the Phase 1 Improvements have three of six possible slots populated with membrane cassettes. Three additional membrane cassettes will be added to each of these existing filtration trains. Three additional filtration trains (membranes and associated permeate pumps and valves) will also be constructed to increase treatment capacity.

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Procurement of the membrane operating system components for the TMF process requires careful coordination to allow for incorporation of manufacturer specific details in the final design and to account for the lengthy procurement process (equipment shipment is typically estimated at greater than 26 weeks after order acceptance).

## **Procurement**

Consideration was given to several methods of procurement for the membrane operating system: inclusion in the general contractor construction contract; separate equipment procurement through competitive bid; and sole source procurement with negotiated terms and pricing. For several reasons, sole source procurement of the membrane operating system with negotiated terms and pricing has been recommended to the City as the most appropriate approach. Several important considerations support this decision including the unique nature of the pilot testing already conducted by the City to identify key design parameters; the need for a reinforced membrane product; and most significantly, compatibility with the existing operating system equipment already installed during Phase 1 including membranes, pumping systems, fine strainers, chemical cleaning systems, and instruments. It is also important to note that the operating system controls are complex and the final system configuration requires commonality of equipment for efficiency and cost effectiveness.

Procurement requirements for all political subdivisions of the State of Idaho are governed by Idaho Statute Title 67 - State Government and State Affairs, Chapter 28 Purchasing by Political Subdivisions. The full statute is available at <http://www.legislature.idaho.gov/idstat/Title67/T67CH28.htm>. The legislative intent of this statute for purchasing by a political subdivision includes:

- Efficient and cost-effective procurement of goods and services.
- Procurement by way of a publicly accountable process that respects the shared goals of economy and quality.
- Purchase from vendors with a significant Idaho economic presence.

Section 67-2808, Subsection (2) applies to sole source expenditures if the governing board declares that there is only one vendor for the personal property to be acquired. Situations where only one source is reasonably available include, but are not limited to the following:

- Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration;
- The purchase of property for which it is determined there is no functional equivalent;
- Where competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances.



Notice of sole source procurement shall be published in the official newspaper of the political subdivision at least fourteen (14) calendar days prior to the award of the contract.

#### **EQUIPMENT COMPATIBILITY**

As previously mentioned, the Phase 1 Improvements project installed a membrane operating system consisting of GE ZeeWeed 500D membranes. This existing system has been in operation for over a year. By installing additional membranes and related equipment from the same manufacturer, the City will be able to expand the existing system with commonality of systems and equipment. If the City were to not to pursue a sole source expenditure, it may be faced with a different membrane operating system which has alternate operations and maintenance procedures requiring additional operator training, increased spare parts inventory, and modifications to improvements already constructed. Compatibility of equipment will allow for the most efficient operations and maintenance.

#### **Implementation**

Following a sole source determination by the City, a scope of supply and fair price will be negotiated with GE. The scope of supply will include the same membranes and other equipment that matches existing equipment. To demonstrate price fairness, GE will be required to provide pricing information from competitively bid projects of similar scope of supply and magnitude.

By matching existing equipment and systems where feasible, preliminary design information provided by GE can be incorporated earlier in the detailed design of the overall system, shortening the overall implementation schedule.

Sincerely,  
HDR Engineering, Inc.

Michael S. Zeltner, PE  
*Associate | Project Manager*

Cc: Sid Fredrickson, City Coeur d'Alene Wastewater Department  
Don Keil, City Coeur d'Alene Wastewater Department  
Casey Fisher, City Coeur d'Alene Wastewater Department  
Dave Clark, HDR  
John Koch, HDR

# **City of Coeur d'Alene**

## **FIRE DEPARTMENT**

*"City of Excellence"*

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### **Staff Report**

**Date:** 2-17-16

**From:** Jim Washko, Deputy Chief

**Re:** Blackwell Island Fireboat Moorage

#### **DECISION POINT:**

To accept the MOU on behalf of the Fire Department for moorage of Fireboat in Kootenai Counties enclosed boat house.

#### **HISTORY:**

For the last 10 years or more Kootenai County Fire & Rescue (KCFR) has been housing their fireboat in an enclosed boathouse on Blackwell Island that is owned by Hagadone Hospitality Co and leased by Kootenai County for Kootenai County Parks & Waterways (KCPW) and KCFR. KCFR has decided to pull their boat off of the north end of the lake and concentrate their efforts more on the Spokane River. With them moving from the boathouse this creates an open slip. We have discussed this with the KCPW Director Nick Snyder and he has agreed to lease the spot vacated by KCFR to the City of Coeur d'Alene/Fire Department.

#### **FINANCIAL ANALYSIS:**

The lease for the boathouse to KCPW was \$6335.00 for 2016/2017 budget year, which runs November to November. The total cost will then be split 50/50 between CDAFD and KCPW our share is \$3167.50 for 12 months. This year is pro-rated to reflect putting the boat in on May 1<sup>st</sup> – October 31<sup>st</sup>, with the monthly cost \$263.95, 6 months x \$263.95 = \$1583.70 for 2016/17. In November of 2016 it will be the cost will be the full price of the 50/50 split for 2016/17 budget year.

#### **PERFORMANCE ANALYSIS:**

Having the boat in the water in a secure location will give us the ability to protect our equipment and respond in a timely manner at all hours to incidents on the water in Lake Coeur d'Alene.

**DECISION POINT/RECOMMENDATION:** To accept the MOU agreement with Kootenai County for the moorage of our Fire Boat in the enclosed boat house in the Blackwell Island Marina.

# Memorandum of Understanding

## City of Coeur d'Alene Use of Blackwell Island Marina Moorage

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is hereby entered into by and between KOOTENAI COUNTY (hereinafter "County"), and the CITY OF COEUR D'ALENE (hereinafter "City").

- I. **PURPOSE.** The purpose of this MOU is to confirm the shared use of the Blackwell Island Marina moorage space, Boat Slip No. YC21 (hereinafter "boathouse"), leased from Hagadone Hospitality Co. (hereinafter "HHC.")
- II. **STATEMENT OF BACKGROUND INFORMATION.** Shared use of the boathouse allows the County and City to optimize use of the leased space and share the costs thereof.
- III. **STATEMENT OF MUTUAL BENEFIT AND INTEREST.** The County and the City will work together to share use of the boathouse, providing for secure storage and timely emergency response via watercraft where necessary.
- IV. **THE COUNTY SHALL:**
  - a) Provide access to and use of one slip within the boathouse.
  - b) Consult the City with regard to any proposed repairs exceeding \$1,000.00 in costs.
  - c) Bear the first \$1,000.00 in costs for any necessary repairs to the boathouse.
  - d) Share equally any costs above \$1,000.00 for any necessary repairs to the boathouse.
  - e) Provide an after-hours contact.
- V. **THE CITY SHALL:**
  - a) Share equally the annual lease cost for use of the boathouse, with payment made to the Kootenai County Parks and Waterways Department before the annual lease renewal date of October 20<sup>th</sup>.
  - b) Share equally any costs above the first \$1,000.00 for any necessary repairs to the boathouse.
  - c) Bear the cost of any modification necessary to accommodate city watercraft, subject to the lessor's approval.
  - d) Provide an after-hours contact.
  - e) Ensure that the terms of the HHC lease, attached hereto as Exhibit "A" and incorporated by reference, are met.
  - f) Maintain adequate property and liability insurance

# Memorandum of Understanding

## City of Coeur d'Alene Use of Blackwell Island Marina Moorage

### VI. PRINCIPAL MOU ADMINISTRATION CONTACTS:

	Kootenai County	City of Coeur d'Alene
<b>KEY CONTACT:</b>	Nick Snyder	Jim Washko
<b>AGENCY NAME:</b>	Kootenai County Parks and Waterways Department	City of Coeur d'Alene Fire Department
<b>STREET ADDRESS:</b>	10905 N. Ramsey Road	300 E Foster Ave
<b>CITY STATE:</b>	Hayden, ID	Coeur d'Alene, ID
<b>PHONE NUMBER:</b>	208-446-1275	208-769-2340
<b>FAX NUMBER:</b>	208-446-1282	208-769-2343
<b>EMAIL ADDRESS:</b>	nsnyder@kcgov.us	JWASHKO@cdaid.org

**VII. COMMENCEMENT/EXPIRATION DATE.** This MOU shall be deemed executed as of the date of last signature below, and shall be effective for five (5) years thereafter, at which time it shall expire unless extended by mutual written agreement. This MOU shall also expire upon the termination, for any reason, of the HHC lease.

**VIII. MUTUAL HOLD HARMLESS.** The COUNTY agrees to indemnify and hold the CITY harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the COUNTY and its employees, officers and/or agents that the CITY may suffer arising out of or in connection with this MOU.

The CITY agrees to indemnify and hold the COUNTY harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the CITY and its employees, officers and/or agents that the COUNTY may suffer arising out of or in connection with this MOU.

**IX. EARLY TERMINATION.** Either party may terminate this MOU with thirty (30) days' written notice to the other party.

**X. MODIFICATION.** Modifications of this MOU may be made only by mutual consent of the parties in a written agreement signed and dated by both parties.

# Memorandum of Understanding

## City of Coeur d'Alene Use of Blackwell Island Marina Moorage

**XI. PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU shall in no way restrict the County or the City of Coeur d'Alene from participating in similar activities with other public or private agencies, organizations, and individuals.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

### **CITY OF COEUR D'ALENE**

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:  
RENATA MCLEOD, CITY CLERK

By: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

### **KOOTENAI COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Daniel H. Green, Chairman

By: \_\_\_\_\_  
Marc Eberlein, Commissioner

By: \_\_\_\_\_  
David Stewart, Commissioner

ATTEST:  
JIM BRANNON, CLERK

By: \_\_\_\_\_  
Deputy Clerk

**CITY COUNCIL  
STAFF REPORT**

**DATE:** April 5, 2016  
**FROM:** Michael C. Gridley, City Attorney  
**SUBJECT:** 816 Sherman Lease Amendment

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**DECISION POINT:**

Whether the City should amend the lease agreement for 816 Sherman to extend the term for 6 months.

**HISTORY:**

The current lease agreement expires on April 30, 2016 for the building occupied by the Legal department. Legal moved into this building in 2002 when the University of Idaho moved into Harbor Center.

**FINANCIAL ANALYSIS:**

The current rent is \$2,400 per month and will remain at this rate for the 6 month extension.

**PERFORMANCE ANALYSIS:**

The current space serves the needs of the Legal department and is close to City Hall. There is no other comparable space near City Hall.

**DECISION POINT/RECOMMENDATION:**

The Legal Department recommends that Council approve the 6 month extension of the 816 Sherman lease agreement with Commercial Property Management, LLC.



# Commercial Property Management, LLC

March 25, 2016

Mike Gridley  
City Attorney  
City of Coeur d'Alene  
PO Box 489  
Coeur D Alene, ID 83816

Dear Mike:


This letter will serve as an Amendment to your Lease for your space at 816 Sherman Avenue, Suites 3, 4, & 5 Coeur d'Alene, Idaho 83814. Your lease will be extended for 6 months starting May 1, 2016 and ending November 30, 2016. Rent to remain at \$2,400.00 per month.

All terms and conditions of the original Lease agreement to remain the same except for the following:

The Premises: The Lessor hereby Leases unto Lessee the Premises known as 816 Sherman Avenue, Suites 3, 4, & 5 and basement, Coeur d'Alene, Idaho 83814.

Please sign the acknowledgement below, and return to our office. Please contact me at 208/665-6473 or 208/640-9470, if you have any questions.

Sincerely,  
Commercial Property Management LLC

  
Jim Koon  
Manager  
(208) 665-6473 or (208) 640-9470

City of Coeur d'Alene (Mayor)

By: \_\_\_\_\_  
Steve Widmyer  
Date: \_\_\_\_\_

Attest by City Clerk

By: \_\_\_\_\_  
Renata McLeod  
Date: \_\_\_\_\_

Magnuson Properties Partnership (Owner)

By: \_\_\_\_\_  
Date: \_\_\_\_\_

**P.O. Box 3145  
Coeur d'Alene, Idaho 83816  
Office: (208) 665-6473 • Fax (866) 293-6729**

## ANNOUNCEMENTS



# Memo to Council

DATE: March 21, 2016

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the April 5th Council Meeting:

RUSSELL HERSRUD

Pedestrian & Bicycle Advisory Committee

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Renata McLeod, Municipal Services Director  
Monte McCully, Ped/Bike Committee Liaison

# Memo to Council

DATE: March 30, 2016

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the April 5th Council Meeting:

CHRISTIE WOOD

PARKS & RECREATION COMMISSION

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Renata McLeod, Municipal Services Director  
Bill Greenwood/Chenoa Dahlberg

OTHER BUSINESS

**To:** Mayor Widmyer and City Council

**From:** Melissa Tosi; Human Resources Director

**Re:** Civil Service Rule Amendments

**Date:** April 5, 2016

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**Decision Point:** City Council is requested to approve the Civil Service Rule amendments as recommended by the Human Resources Director, Fire Chief, and the Coeur d'Alene Fire Department Local 710 President and approved by the Civil Service Commission.

**History:** The general purpose of the Civil Service Rules is to provide information and standards for the Coeur d'Alene Fire Department Local 710 by assuring all persons in the classified service receive fair and impartial treatment.

The Civil Service Rules have not been updated since March 2005. The current amendments will bring the rules up to date regarding all aspects of the application and recruitment process, hiring, promotions, discipline and general housekeeping changes. The Civil Service Rule amendments were reviewed and approved by the Civil Service Commission on March 16, 2016.

**Financial Analysis:** There are no hard costs associated with these amendments.

**Performance Analysis:** Authorizing these rule amendments will provide consistent and up to date standards to apply to the Coeur d'Alene Fire Department.

**Recommendation:** City Council is requested to approve the Civil Service Rule amendments as approved by the Civil Service Commission.

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 16-1005

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 2.68 CIVIL SERVICE COMMISSION BY ESTABLISHING STAGGERED TERMS FOR COMMISSIONERS, DELETING REQUIREMENTS RELATED TO COMMISSIONERS' POLITICAL AFFILIATION, PROVIDING THAT EXAMINATIONS SHALL BE SET BY THE FIRE CHIEF OR DESIGNEE INSTEAD OF THE COMMISSION, PROVIDING FOR DISCIPLINE PURSUANT TO THE PROGRESSIVE DISCIPLINE POLICY, AND ESTABLISHING THAT REPORTS OF THE COMMISSION TO COUNCIL SHALL BE AS REQUIRED BY COUNCIL; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after recommendation by the Human Resources Director, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene:

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 2.68.020 is amended to read as follows:*

**2.68.020: MEMBERSHIP; TERM OF OFFICE; COMPENSATION; VACANCY:**

The members of such commission shall be appointed by the mayor with the approval of the council and members may, in like manner, be removed. The terms of office of such commissioners shall be for ~~the term of a~~ six (6) years staggered term, ~~one member to be appointed in the month of April of the odd numbered years~~. The members of the civil service commission shall serve without compensation, but their actual and necessary expenses shall be allowed by the council. Any vacancy occurring in the civil service commission shall be filled as provided in this section.

**SECTION 2.** *That Coeur d'Alene Municipal Code Section 2.68.030 is amended to read as follows:*

**2.68.030: QUALIFICATIONS:**

No person shall be appointed a member of the civil service commission who is not a citizen of the United States and a resident of the municipality for at least three (3) years immediately preceding ~~his~~ appointment, and an elector of Kootenai County. ~~Not more than two (2) members of the civil service commission shall, at any one time, be of the same political party.~~

**SECTION 3.** *That Coeur d'Alene Municipal Code Section 2.68.050 is amended to read as follows:*

**2.68.050: FIRE DEPARTMENT; APPOINTMENTS:**

The classified civil service shall consist of all places of employment, except the fire chief and assistant/deputy fire chief, now existing or hereafter created in or under the fire department. No appointment to any of the places of employment in the fire department shall be made except under and according to laws and rules and regulations of the civil service commission.

**SECTION 4.** *That Coeur d'Alene Municipal Code Section 2.68.070 is amended to read as follows:*

**2.68.070: EXAMINATIONS:**

All applicants for places of employment in the classified civil service shall be subject to examination which shall be public, competitive and free, and shall be held at such times and places as the ~~civil service commission fire chief or designee shall from time to time~~ determine, provided that all present incumbents shall be subject to the provisions of state statutes. Such examinations shall be for the purpose of determining the qualifications of applicants for positions and shall be practical and shall fairly test the fitness in every respect of the persons examined to discharge the duties of the position to which they seek to be appointed, and shall include tests of physical qualifications and health.

**SECTION 5.** *That Coeur d'Alene Municipal Code Section 2.68.080 is amended to read as follows:*

**2.68.080: QUALIFICATIONS AND CAUSES FOR DISCHARGE OR PENALTY:**

An applicant for a position of any kind under civil service must meet the requirements for employment as established by the city council through the personnel rules and regulations, and such other requirements as established by the commission law for the position to which appointment is sought. All applicants hereafter appointed, and all incumbents, shall hold an office, place, position or employment under the provisions of the act codified in this chapter ~~only during good behavior, and any such person may be removed or discharged, suspended without pay, demoted, reduced in rank or deprived of vacation privileges, or other special privileges for any of the following reasons, subject to the determination of the facts in each case by the commission and any such person shall be disciplined pursuant to the progressive discipline standard operating procedures established by the department for violations of department policies and rules, the city's personnel rules, and the law.:~~

~~A. Incompetency, inefficiency or inattention to or dereliction of duty;~~

~~B. Dishonesty, intemperance, immoral conduct, insubordination, discourteous treatment to the public or a fellow employee, or any other act of omission or commission tending to injure the public service; or any other wilful failure on the part of the employee to~~

~~properly conduct himself; or any wilful violation of the provisions of the act codified in this chapter or the rules and regulations to be adopted hereunder;~~

~~C. Mental or physical unfitness for the position which the employee holds;~~

~~D. Dishonest, disgraceful, immoral or prejudicial conduct;~~

~~E. Drunkenness or use of intoxicating liquor, narcotics, or any other habit forming drug, liquid or preparation to such extent that the use thereof interferes with the efficiency or mental or physical fitness of the employee or which precludes the employee from properly performing the functions and duties of any position under civil service;~~

~~F. Conviction of a felony or any act involving moral turpitude;~~

~~G. Any other act or failure to act which in the judgment of the civil service commissioners is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service. All suspension, removals or appeals on hearings under the civil service act shall be in conformity to and with state statutes.~~

**SECTION 6.** *That Coeur d'Alene Municipal Code Section 2.68.100 is amended to read as follows:*

**2.68.100: ~~ANNUAL REPORT AND~~ SPECIAL REPORTS:**

The civil service commission shall ~~in April of each year~~ make ~~an annual~~ report to the council, ~~and as many special reports~~ as the council shall from time to time require.

**SECTION 7.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 8.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 9.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein,

and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 10.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on April 5<sup>th</sup>, 2016.*

APPROVED, ADOPTED and SIGNED this 5<sup>th</sup> day of April, 2016.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk



SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Chapter 2.68 entitled Civil Service Commission

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 2.68 CIVIL SERVICE COMMISSION BY ESTABLISHING STAGGERED TERMS FOR COMMISSIONERS, DELETING REQUIREMENTS RELATED TO COMMISSIONERS' POLITICAL AFFILIATION, PROVIDING THAT EXAMINATIONS SHALL BE SET BY THE FIRE CHIEF OR DESIGNEE INSTEAD OF THE COMMISSION, PROVIDING FOR DISCIPLINE PURSUANT TO THE PROGRESSIVE DISCIPLINE POLICY, AND ESTABLISHING THAT REPORTS OF THE COMMISSION TO COUNCIL SHALL BE AS REQUIRED BY COUNCIL; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

---

Renata McLeod, City Clerk

### **STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending Chapter 2.68 entitled Civil Service Commission, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 5<sup>th</sup> day of April, 2016.

---

Randall R. Adams, Chief Deputy City Attorney

RESOLUTION NO. 16-018

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
APPROVING AMENDMENTS TO THE COEUR D'ALENE CIVIL SERVICE RULES.

WHEREAS, Municipal Code Section 2.68.060 authorizes the Civil Service Commission to promulgate all rules and regulations necessary to carry out the provisions of the Civil Service Law; and

WHEREAS, the Civil Service Commission previously adopted "Civil Service Rules of the Fire Departments of Coeur d'Alene, Idaho" and amendments thereto; and

WHEREAS, the Civil Service Commission has reviewed and recommended additional amendments to the Civil Service Rules as identified on Exhibit "A" hereto and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve the amendments to the Civil Service Rules;

NOW THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the City authorize the amendments 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 hereby authorized to modify said Civil Service Rules to the extent the substantive provisions of the Civil Service Rules remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be, and they hereby are, authorized to execute such amendments on behalf of the City and said amendments to the Coeur d'Alene Civil Service Rules are hereby approved.

DATED this 5<sup>th</sup> day of April, 2016.

---

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 EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

# City of Coeur d'Alene Civil Service Rules



## Coeur d'Alene Fire Department

Last Amended: \_\_\_\_\_, 2016

~~*Revised: December 2, 2004/Council Approved March 1, 2005*~~

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## **CIVIL SERVICE RULES**

### **Rule 1** **GENERAL**

**Section 1. PURPOSE:** The general purpose of these rules is to provide information and standards for the establishment, maintenance, and duration of applicant pools maintained by Civil Service and assuring all persons in the classified service receive fair and impartial treatment.

**Section 2. MEETINGS:** Meetings of the Commission shall be held whenever called by the civil service commission chairman, or by two (2) commissioners.

**Section 3. AMENDMENTS:** No amendments to these rules, or suspension thereof, shall be made except under the approval of the City Council.

**Section 4. ORDER OF BUSINESS:** Robert's "Rules of Order," except as otherwise herein provided, shall guide the commission in its proceedings.

**Section 5. CIVIL SERVICE ADVISORY BOARD:** A Civil Service Advisory Board shall be established to serve as a review panel which will seek for resolution of grievances and/or appeals prior to coming before the Civil Service Commission. The Advisory Board will consist of the Human Resources Director or his/her appointee, the Fire Chief, the City Administrator or his/her appointee, and the Local 710 President or his/her appointee.

**Section 6. FIRE CHIEF:** The term "Fire Chief," as used herein, shall include the Fire Chief, and his/her designees.

### **DEFINITIONS**

~~**CIVIL SERVICE ADVISORY BOARD:** A Civil Service Advisory Board shall be established to serve as a review panel which will seek for resolution of grievances and/or appeals prior to coming before the Civil Service Commission. The Advisory Board will consist of the Human Resources Director or his/her appointee, the Fire Chief, the City Administrator, and the Local 1494 President or his/her appointee.~~

~~**FIRE CHIEF:** The term "Fire Chief," as used herein, shall include the Fire Chief, and his/her designees.~~

**Rule 21**  
**CLASSIFICATION**

**Section 1.** CLASSIFICATION: For ~~convenience and designation in carrying on the purposes of conducting~~ examinations, ~~in~~ certifying eligibles for appointments and promotions and in making removals, the Fire Department of the City of Coeur d'Alene shall be divided into ~~and restricted to~~ such ~~ranks classes and grades~~ as the ~~City Council~~ Civil Service Commission may adopt. No ~~appointment alteration~~ to any such ~~class or grade~~ rank or individual within said rank shall be made except under and according to the rules hereinafter mentioned.

**Section 2.** TITLES: Titles for each position in the classified service shall be ~~as nearly as possible~~ descriptive of the general duties ~~attached thereto~~ and indicative of the rank grade.

~~Titles so prescribed may be changed by order of the Commission upon a written statement of the department head setting forth the reasons why such change should be made. Such titles shall be used to designate the office or place is created, report of such action shall be made.~~

**Section 3.** NEW POSITIONS: Whenever a new rank office or place is created, report of such action shall be made to the Commission by the department head, setting forth a statement of the general duties ~~and other matters affecting the character and grade~~ of such position.

**Section 4.** No portion of these rules shall in any manner whatsoever apply to the positions of Fire Chief or Deputy Chiefs except as specifically provided herein.

**Rule 32**  
**QUALIFICATIONS**

**Section 1.** An applicant ~~not currently covered for a position of any kind under by these~~ Civil Service Rules must meet the following criteria:

- A. Must be a citizen of the United States of America and must be able to read and write the English language.
- B. Must be a minimum of nineteen (19) years of age at the time of written examination.
- C. Must successfully pass a background check and a physician's medical/physical examination.

**Section 2.** ~~AGE: An applicant for a position of any kind under Civil Service must be not less than nineteen (19) years of age for Fire positions at the time of application. The~~



~~Commission reserves the right to establish maximum and minimum requirements and also establish preferred ages for any examination not in conflict with the foregoing provisions.~~

~~**Section 3.**—CHARACTER AND FITNESS OF APPLICANTS: Every applicant must furnish background information and satisfactory proof of good moral character, of temperate and industrious habits, sound health and physical ability to perform the duties of the position to which he seeks appointment.~~

**Section 24.** DISQUALIFICATIONS: The CityCommission may refuse to examine an applicant, or after examination, to certify an eligible and may remove his/her name from the eligible list for any of the following reasons:

- (a) Dismissal from the Armed Forces service for delinquency or misconduct.
- (b) Mental or physical unfitness for the position applied for.
- (c) Dishonest, criminal, immoral or notoriously disgraceful conduct.
- (d) Intentional false statement in any material fact, ~~or~~ deception or fraud, in securing examination, certification or appointment.
- ~~(e) —Habitual use of intoxicating liquors to excess.~~

**Section 35.** BURDEN OF PROOF: The burden of proof of good character in all cases shall be upon the applicant and the filing of any certification to that effect shall not debar the CommissionCity from demanding or obtaining further proof of good character to its full satisfaction.

~~**Section 6.**—SPECIAL PROVISIONS:—Each applicant must successfully pass such physical and medical examinations and tests as shall be prescribed by the Commission, either before or after the written examination.~~

### **Rule 43**

### **RECRUITMENT APPLICATIONS**

**Section 1.** APPLICATIONS: No person shall be included in the examination process for a position in the classified service until ~~an~~ application is submitted to the Human Resources Department which shall show that the requirements set forth in Rule 2 are met.

**Section 2.** FILING APPLICATIONS: The CommissionHuman Resources Department, ~~in calling any examination~~, shall provide not less than two (2) weeks for submission of an

~~application for any examination fix the period within which applications will be received from persons desirous of taking such examination, and no such period shall be less than two (2) weeks. A notice of the examination will be published as thereof shall be posted on the Official Bulletin Board at the City Hall in Coeur d'Alene and published in at least two (2) editions of the official newspaper of the City of Coeur d'Alene, with such other publicity as may be deemed necessary by the Human Resources Director Commission. No application will be received less than three (3) days before the date of examination.~~

**Section 3. APPLICATIONS NOT TO BE RETURNED:** Applications and accompanying certificates unless returned for correction will remain on file in the office of ~~Human Resources the Commission~~ and under no circumstances be returned to the applicants. Applications returned for correction must be back in the office of ~~Human Resources the Commission~~ before the ~~date of examination~~ application deadline.

## **Rule 54**

### **RECRUITMENT TESTING**

**Section 1. TIME, PLACE AND NOTICE:** Recruitment testing used to establish an eligibility list for appointment or promotion in the service, shall be held at such times and places as shall be designated by the Fire Chief and Human Resources Director. After the deadline for submitting applications has closed, a written notice of the recruitment testing shall be mailed provided to or given to each person having an application on file. Such notice ~~shall be deemed official, and~~ -shall entitle allow the applicant holder to participate in the testing process.

**Section 2. COMPETITIVE:** All examinations held under the provisions of these rules shall be competitive.

**Section 3. LIMITATIONS:** No limitations shall be made as to the number of applicants to be received for examination. The Fire Chief and Human Resources Director may limit the number of applicants to be examined at any one time, according to the needs of the City or for convenience in conducting the examination.

**Section 4. SUBJECTS, WEIGHTS AND GENERAL AVERAGES:** The testing process shall embrace certain subjects, to which weights shall be assigned, the weight given to each subject to represent its relative value in ascertaining the fitness of the applicant. Each subject tested shall be rated independently by the examiners. The examiners ratings on the scale of 100 on each subject separately shall be multiplied by the weight assigned to the subject. The resulting products shall be added and the total product divided by the total weights of all subjects in the examinations. The resulting quotient is the general average which shall be used in determining the order in which the name of the candidate shall appear on the eligible list. The physical agility examination shall be pass/fail only and not scored.

**Section 5. QUESTIONS SHALL BE PRACTICAL:** Examinations shall be practical and relevant to those matters which will fairly test the general fitness of the persons examined to discharge the duties of the position to which they seek to be appointed. No question pertaining to race, gender, age, national origin, religion, disability, marital status, or political opinions or affiliations will be allowed at any examination or proceeding.

**Section 6. WRITTEN OR ORAL:** Whenever practical, testing shall be in writing, and, when appropriate, include physical and practical tests. The Fire Chief may act as a committee or appoint a committee to conduct examinations and interviews on certain subjects when ~~in his judgment that the chief determines it~~ is the best means of determining a candidate's qualifications for the position applied for. For entry-level firefighter interviews, the committee shall consist of a minimum of three (3) and a maximum of five (5) board members. Three (3) board members will consist of IAFF Local 710 employees in good standing.

In ~~such~~ oral examinations, any willful false statement regarding past record or experience shall be ~~a grounds~~ for withholding the name of a candidate from an eligible list, and shall be ~~a grounds~~ for discharge, and disqualifies a candidate from taking any future examinations, ~~and before the examination begins candidates shall be so admonished and further informed that any such false statement is perjury.~~

(a) Conversation and Communication: All conversation or communication between or among applicants during the written examination is strictly prohibited.

(b) Cannot Leave the Room: During testing, no applicant will be allowed or permitted to leave the room unless approved by the proctor.

(c) Penalty for Withdrawal: An applicant who withdraws from the written examination after filling out their identification sheet and receiving a copy of the questions shall be considered as having failed.

(d) Concealing Identity: All examinations shall be conducted and managed so that no written examination paper will disclose the name or identity of any applicant until all the examination papers have been marked.

(e) Identification Marks: Any applicant in an examination who places any identification mark on their written examination papers shall be deprived of all benefits under such examination, and no papers will be graded having such marks. The following will be "identification marks":

a. The real name or address of the applicant.

- b. Any assumed or fictitious name or address.
- c. Names of individuals or firms used on any of the answer sheets.
- d. Any initials, lines, sign marks or characters that may indicate the identity of the applicant.

**Section 7.** MEDICAL ~~AND PHYSICAL~~ EXAMINATION: The Fire Chief ~~may will~~ require a medical ~~and physical~~ examinations by any physician chosen by the Fire Chief to determine whether applicants for any position are fit for the position applied for. The result of such medical examination shall be considered only in determining the fitness of the applicant to be examined further and shall not be a factor in determining general average in the testing process. ~~The Fire Chief may, however, establish tests of physical strength and condition as a subject in examination and give weight thereto, as provided in Section 4 of this rule.~~

**Section 8.** VETERANS' PREFERENCE: Any employment preference granted to veterans under the laws of the State of Idaho shall be applicable under these rules.

**Section 9.** INSTRUCTION: All necessary instructions will be ~~made given~~ to participating applicants and all applicants are required to follow the directions of the proctor. Testing proctors are forbidden ~~to from~~ explaining the meaning of any questions or to make remarks or suggestions that may assist in answers to the test questions.

~~**Section 10.** CONVERSATION AND COMMUNICATION: All conversation or communication between or among applicants during examination is strictly prohibited.~~

~~**Section 11.** CANNOT LEAVE THE ROOM: During testing, no applicant will be allowed or permitted to leave the room except in case of extreme necessity, and after notice to attesting proctor.~~

~~**Section 12.** PENALTY FOR WITHDRAWAL: An applicant who withdraws from an examination after filling out his identification sheet and receiving a copy of the questions shall be considered as having failed.~~

**Section 103.** NO HELP ALLOWED: No help of any kind will be allowed during any examination. Any written or printed matter that might be of aid in ~~the any~~ testing process, must be handed in before the testing begins. Any attempt to cheat or copy from a competitor as an entry-level applicant, will render the ~~applicant guilty person~~ ineligible for public service at any time. Any attempt to cheat or copy as a promotional applicant, may result in discipline up to and including termination.

**Section 14.** ~~CONCEALING IDENTITY: All examinations shall be conducted and managed so that no examination paper will disclose the name or identity of any applicant until all the examination papers have been marked.~~

**Section 15.** ~~IDENTIFICATION MARKS: Any applicant in an examination who places any identification mark on his examination papers shall be deprived of all benefits under such examination, and no papers will be graded having such marks. The following will be "identification marks":~~

- ~~(a) The real name or address of the applicant.~~
- ~~(b) Any assumed or fictitious name or address.~~
- ~~(c) Names of individuals or firms used on any of the answer sheets.~~
- ~~(d) Any initials, lines, sign marks or characters that may indicate the identity of the applicant.~~

**Section 116.** TEST SCORING: No unnecessary delay will occur in the scoring of any test.

**Section 127.** NOTICE OF RESULT: As soon as scoring is completed the applicants will be notified of their result and whether they passed or failed, and their position on the eligible list.

**Section 138.** PAPERS NOT RETURNED: After the testing is completed, and the eligible list established, all recruitment documentation becomes the ~~permanent~~ property of the City and will be kept on file in the Human Resources Department.

**Section 149.** PROMOTIONAL EXAMINATION: Promotional examinations will be conducted under the same rules that apply to original entrance examinations.

**Section 1520.** EXAMINING BOARD: Any examining board or proctor may include any such person as may be appointed by the Fire Chief.

**Section 1621.** POSTPONEMENT OF CONTINUANCE OF EXAMINATION: Whenever it may appear to the Fire Chief, by reason of the small number of applicants for any examination, either original or promotional, that such examination has not been given sufficient publicity, or for other good and sufficient cause, the process may be postponed to a later date. All persons having applications on file shall be immediately notified of the postponement or continuance and shall be further notified of the time at which they are to appear for such examination.

**Rule 65**  
**FIREFIGHTER ENTRY-LEVEL ELIGIBLE LIST**

**Section 1.** MINIMUM STANDING: Entry-level a Applicants whose general average upon examination is less than seventy (70) percent shall be excluded from the eligible list of candidates, and they shall be considered as having failed.

**Section 2.** ENROLLMENT: Successful entry-level candidates shall be enrolled upon the "Eligible List" in the order of their general average standing. When two or more Eligibles have received the same average rating, the first filing his-their applications shall have priority. ~~or, if the examination be for promotion, the first appointed in the department shall have priority.~~

**Section 3.** ~~REMOVAL FROM EXPIRATION OF~~ LISTS: All persons who have been on the Eligible List for two (2) years without appointment shall be removed therefrom and can only be returned thereto upon regular examination.

**Section 4.** APPLICANT ON TWO LISTS: Applicant~~ntstions~~ may be enrolled on two (2) eligible ~~registers-lists~~ at the same time.

**Section 5.** APPOINTEE AND APPLICANT: Any appointee to a position from the eligible ~~register-list~~ shall be permitted to hold rank on only one other eligible ~~register-list~~.

~~**Section 6.** REMOVALS DUE TO REDUCTION OF FORCE: Nothing in these rules shall prohibit the City Council from reducing the force employed, but such reduction shall be effected in inverse order of seniority of employment, and any employee who is removed on this account shall be placed at the head of the eligible list.~~

**Section 67.** REMOVALS FROM THE ELIGIBLE LISTS: The Human Resources Department Commission shall remove the name of an eligible from the list if the eligible has:

- (a) Failed to receive appointment after three (3) certifications.
- (b) Failed to respond to a notice of appointment within four days; however, if the candidate presents satisfactory reasons for such failure to respond within thirty (30) days, the Commission may reinstate his/her name upon the eligible list.
- (c) Been dishonorably discharged from the Armed Forces~~U.S. Army, Navy, or Marine Corps.~~
- (d) Or for cause as in Rule 32, Section 4.

- (e) Nothing in these rules shall prohibit the City Council from reducing the force employed, but such reduction shall be effected in inverse order of seniority of employment, and any employee who is removed on this account shall be placed at the head of the eligible list.

## **Rule 76** **CERTIFICATION**

**Section 1. REQUISITION AND CERTIFICATION:** Whenever a position in the Classified Civil Service is to be filled, the Fire Chief shall request in writing to the Human Resources Director for the certification and list of eligibles, and the Human Resources Director shall, as soon as possible, certify to the Fire Chief ~~the names of~~ five (5) times the number of persons necessary to fill an entry-level firefighter position and three (3) times the number of persons necessary to fill any promotional ~~such~~ position. The Human Resources Director shall always certify the persons having the highest standing on the eligible list for the position to be filled; ~~and, provided, further that a less position to be filled;~~ and, ~~provided,~~ further that a less number may be certified when there is not the required number on the eligible list. All persons not appointed shall remain on the eligible list in the relative position.

**Section 2. APPOINTMENT:** The Fire Chief shall notify the Human Resource Director in writing, the names selected for appointment, ~~and such persons shall be notified as per Rule 7, Section 5.~~

## **Rule 87** **APPOINTMENTS**

**Section 1. APPOINTMENTS HOW MADE:** No appointing official shall select or appoint any person for a position, employment or promotion within the classified service, except in accordance with the Civil Service Rules.

**Section 2. VACANCIES HOW FILLED:** Vacancies in the classified service if not filled by transfer, shall be filled by requisition and certification as provided in Rule 76. Upon receipt of a certification, the appointing official shall within ~~ten-thirty~~ (30) days, appoint one of the persons certified to fill the vacant position ~~and notify the Commission.~~ Filling vacancies for promotional appointments for employees on an approved leave of absence or on account of military leave will be as follows:

- (a) Appointment of a person certified from a promotional list who is on an approved

leave of absence or on account of military service may be appointed. ~~as provided in Rule 15 may be made.~~

(b) A person so appointed shall be re-employed in the advance appointed promotional position upon meeting position application and qualifications as provided in Rule 15.

(c) When, upon such appointment, the position remains vacant by reason of the absence of the appointee, a temporary appointment may be made pursuant to Rule 9, Section 2. ~~requisition shall be made as provided in Rule 6, and upon certification the appointing official, as in this Section provided, shall appoint one of the persons certified to fill the vacant position in an acting capacity, and a person so appointed shall be permanently appointed to the vacancy in the same grade next arising.~~

**Section 3.** RE-APPOINTMENT: When the name certified is one which has been removed due to reduction of force, the appointing official shall have no choice. The person so certified must be appointed within ten (10) days ~~and report of same filed with the Commission.~~

**Section 4.** PROMOTIONAL APPOINTMENTS: When a vacancy is filled by promotion, certification and appointment shall be made in the same manner as provided in Rule 76 and in Section 2 of this rule.

~~**Section 5.** NOTICE OF APPOINTMENT: A notice of appointment specifying the time to report for duty shall be sent by the Civil Service Commission to the last known address of the person selected to fill the position.~~

~~**Section 6.** FAILURE TO RESPOND: Any eligible applicant who fails to respond within four (4) days to a notice of appointment sent him to report for duty, will forfeit his rights to the position for which he was to report for duty, and his name shall be forthwith stricken from the eligible list, provided, however, that he may be reinstated upon the eligible list, if within thirty (30) days from the date of the notice sent him he presents satisfactory reasons to the Commission for his failure to report.~~

~~**Section 7.** WAIVER OF APPOINTMENT: Waivers and the reasons therefor must be filed with the Commission within four (4) days from the date of appointment and if approved by the Commission, the name of such eligible shall not be certified until the waiver has been withdrawn or expired. Waivers, whether continuous or otherwise, shall not be permitted for a period longer than two (2) months. If the reason for such action are not approved by the Commission, the name of such eligible shall be stricken from the list of eligibles.~~

**Section 58.** DECLINATION OF APPOINTMENT: Whenever an eligible has been appointed and declines to accept the appointment, he/she shall not be reinstated upon the eligible



list unless ~~his~~the reason for declining such appointment shall be considered satisfactory by the City Commission and his name reinstated by order of the Commission.

**Section 69.** PROBATIONARY PERIOD: Firefighters certified from an original entrance eligible list shall be on probation for a period of one (1) year of actual service. Probation period shall not include time served as a provisional employee but shall date from the time of regular appointment from an eligible list. Within ten (10) days of the termination of such probationary period, the appointing official shall ~~file a report~~notify Human Resources with the Commission certifying that said employee has met the requirements of the Department. ~~Upon receipt of such report by the Commission, the appointment shall be deemed complete. The probationary period may be extended by the Department Head and the Human Resources Director for a time not to exceed six (6) additional months.~~

**Section 740.** INCOMPETENT PROBATIONERS: If the appointee shall be found incompetent or inefficient in the performance of the duties of the position he is filling, the appointing official shall ~~certify same in writing to the Commission~~notify Human Resources and such probationer shall be dropped from the service.

**Section 844.** CHANGE OF POSITIONS: An employee who leaves a position to accept employment by certification from another eligible register list shall be permanently separated from the position formerly held ~~by him~~, except as in this rule otherwise provided; ~~provided, that any such employee, in the discretion of the Commission, within six (6) months, upon his request and with the approval of the appointing official or officials concerned, and~~ may be reinstated in any vacancy in the same ~~class and grade~~rank from which ~~employee~~he was ~~so~~ separated; and provided further, that where an officer or employee accepts certification to a higher position, the duties of which are merely temporary, ~~he~~employee shall be reinstated in ~~his~~their former position without loss of seniority when such higher duty is completed.

## **Rule 98**

### **PROVISIONAL, TEMPORARY AND EMERGENCY APPOINTMENTS**

**Section 1.** PROVISIONAL APPOINTMENT: Upon receipt of a requisition for persons to fill a vacancy for which no eligible list exists, the ~~Commission~~Human Resources Director may grant authority to the appointing official to make a provisional appointment pending examination. As soon as an eligible list is secured for a position filled by provisional appointment, the ~~Commission~~Human Resources Director shall certify in the usual manner the names of the eligibles standing highest on such eligible list and the appointing official shall make regular appointment within ~~ten~~thirty (~~10~~30) days of such certification. If no such appointment be

made the provisional appointment shall terminate at the expiration of the aforesaid ~~ten-thirty~~ (30) days, unless otherwise approved by appointing official and the Human Resources Director~~ordered by the Commission~~.

**Section 2.** TEMPORARY APPOINTMENT: When services to be rendered are of a temporary character for a limited period, or during a leave of absence, which has been approved by the ~~Commission~~City, of an employee who will return to the service of the City, the appointing official shall inform the ~~Human Resources Director~~Commission, stating the duration of such period, the rate of compensation, the authority for employing such temporary service, and other conditions of employment, and may select for such employment one of the first ~~three~~ five persons on the eligible list, who, after due notice of conditions, is willing to accept appointment. ~~In case of acceptance of appointment for temporary service, the eligible so appointed shall retain all rights to certification for permanent position as though no temporary appointment had been given.~~ Provisional and temporary appointment shall not confer upon the appointee any privilege of appointment, promotion, transfer or reinstatement to any other position in service.

~~**Section 3.** TEMPORARY APPOINTMENT MADE REGULAR: Any person who has been appointed temporary from an eligible list, and who at the time of said appointment was the highest on the list of eligibles willing to accept said appointment under the conditions and for a period then stated, may, in case such position is made or becomes permanent, be permanently appointed in said position irrespective of the number of higher eligibles willing to accept permanent appointment, but only on the approval of the Commission, and only if it is shown to the satisfaction of the Commission, that the fact that the position would become permanent was not known to the appointing official or department at the time the temporary appointment was made, and provided further, that the eligible list from which the temporary appointment was made is the most appropriate eligible list for such permanent position. Such permanent appointment shall be subject to the provisions of Rule 7, Section 9.~~

**Section 43.** EMERGENCY APPOINTMENTS: In cases of emergency, and for the purpose of preventing the stoppage of public business, the appointing official may make an emergency appointment for a period not to exceed thirty (30) days. Successive emergency appointments of the same person shall not be permitted. Immediate report in writing of emergency appointments must be made to the office of the Human Resources Director~~Civil Service Commission~~.

## **Rule 109** **PROMOTIONS**

~~**Section 1.** LINES OF PROMOTION: The Civil Service Commission shall establish lines of promotion consistent with Idaho Code 50-1606. In the selection of the Chief and Deputy Chief of the Fire Department the appointing power shall not be bound by the provisions of the~~

~~Civil Service Rules, nor shall the appointing power be bound by these rules in the suspension and removal of such persons from employment in such positions.~~

**Section 12.** METHOD OF PROMOTION: Whenever a vacancy in the classified service exists, unless such vacancy is to be filled by transfer, it shall be filled by promotion from the current eligibility list. Promotion shall be accomplished by means of a competitive examination. Should ~~no eligible candidates register, or should~~ all candidates fail to pass, re-examination for promotion will be ordered. Should ~~no eligible candidates register,~~ an open competitive recruitment process may be held ~~or re-examination for promotion may be ordered.~~

**Section 23.** NOTICE OF PROMOTIONAL EXAMINATION: Notice of promotional examination shall be in the Human Resources Department and in the Fire Department, and posted not less than thirty (30) days prior to the examination. Such notice shall give the date and process of the examination, and shall include eligibility requirements.

**Section 34.** EXAMINATIONS: The rules governing promotional examinations shall, except as herein provided, be the same as for original entrance examinations.

Section 4. EXAMINATION CHALLENGES: An applicant may challenge the scope and content of examination questions except questions asked in the oral interview. All challenges must be filed in writing with the Human Resources Department before 5p.m. on the business day following the date when the applicant took the examination.

**Section 5.** AVERAGES AND ELIGIBLES LISTS: Applicants' examinations shall be scored on the scale of 100%, and -no applicant shall be entered on the eligibility list, who fails to attain at least -70% on each step of the promotional examination process, with the exception of the oral interview. The oral interview score will be averaged with the other exam steps regardless of score. Overall testing average must be a minimum of seventy (70) percent to be placed on the eligibility list. When two or more applicants have the same average rating, preference on the eligible list shall be determined by the order in which they ~~entered the service~~were hired with the Coeur d'Alene Fire Department. If applicants were both hired on the same day, preference shall be determined by the ranking from the original eligible list from which they were hired as an entry-level firefighter.

**Section 6.** REQUISITION AND CERTIFICATION: Requisition and certification shall be governed by Rule 6.

**Section 7a.** EXAMINATION AND PROMOTIONAL ELIGIBILITY:

(a) Fire Engineer: To be eligible to enter an examination and for promotion to Fire Engineer, a person must have worked at least ~~twelve-thirty-six~~ (1236) current consecutive months for the City of Coeur d'Alene Fire Department ~~and have successfully completed probation.~~

(b) Fire Captain: To be eligible to enter an examination and for promotion to Fire ~~Captain~~ Lieutenant, a person must have worked at least ~~twenty-four~~ seventy-two (2472) current consecutive months for the City of Coeur d'Alene Fire Department and hold current Fire Engineer certification or above.

(c) Battalion Chief: To be eligible to enter an examination and for promotion to ~~Battalion Chief~~ Fire Captain, a person must have worked at ~~least thirty-six~~ eighty-four (3684) current consecutive months for the City of Coeur d'Alene Fire Department and have held the rank of Fire Captain for a minimum of twelve (12) consecutive months.

(d) Fire Inspector: To be eligible to enter an examination and for promotion to Fire Inspector, a person must have worked at least twelve (12) current consecutive months for the City of Coeur d'Alene Fire Department in the rank of firefighter.

(e) An employee shall not be permitted to participate in a promotional examination while on disciplinary probation.

**Section 7b.** — PROMOTION ELIGIBILITY. — ~~To be eligible for promotion to Fire Engineer, a person must have worked at least twenty four (24) current consecutive months for the City of Coeur d'Alene Fire Department. To be eligible for promotion to Fire Lieutenant, a person must have worked at least thirty-six (36) current consecutive months for the City of Coeur d'Alene Fire Department and have current Fire Department certification as a Fire Engineer. To be eligible for promotion to Fire Captain, a person must have worked at least forty-eight (48) current consecutive months for the City of Coeur d'Alene Fire Department and have twelve (12) current consecutive months as a Fire Lieutenant with the City of Coeur d'Alene Fire Department. In lieu of twelve (12) current consecutive months as a Fire Lieutenant with the City of Coeur d'Alene Fire Department, a person must have the equivalency of twelve (12) months/(122 full shifts) working in the capacity of a Fire Lieutenant with the City of Coeur d'Alene Fire Department. The Fire Chief may require a medical examination to determine an applicant's physical fitness for the position applied for.~~

## **Section 8. WORKING OUT OF CLASS**

(a) Eligibility to work out of class as Fire Engineer: Must have at least twenty-four

(24) current consecutive months with the Coeur d'Alene Fire Department and must pass the Coeur d'Alene Fire Department Fire Engineer Certification Program or be on the current Fire Engineer promotional list. Battalion Chief approval.

Fire Engineer Certification: Consists of completion of department required prerequisites. The Fire Engineer Certification shall be good for a maximum of two (2) years.

(b) Eligibility to work out of class as Fire Captain: Must have at least sixty (60) current consecutive months with the Coeur d'Alene Fire Department. Must have a current Fire Engineer Certification and current Fire Officer Certification. Battalion Chief approval required.

Fire Officer Certification: Consists of completion of department required prerequisites. The Fire Officer Certification shall be good for a maximum of two (2) years.

(c) Eligibility to work out of class as Battalion Chief: Must have at least seventy-two (72) current consecutive months with the Coeur d'Alene Fire Department, twelve consecutive months of which in the position of Fire Captain. Deputy Chief approval required.

**Section 98.** APPLICATIONS: Applications shall be made upon a form prescribed and furnished by the Human Resources Department, and shall be filed in ~~the office of~~ the Human Resources Department on or before the deadline stated on the promotional announcement.

**Section 109.** SENIORITY IN PROMOTION: Credit shall be given for length of current consecutive service in the City of Coeur d'Alene Fire Department, and shall be given by adding to an overall promotional test score of 70% or above as follows:

	Possible
For years of service less than three (3) .....	0 .0
For three (3) full years of service.....	1.0 1.0
For each full year of the next six (6) years of service (4 <sup>th</sup> year through the 9 <sup>th</sup> year) .....	0.5 3.0
For each additional year of service (maximum 14 years total service) (10 <sup>th</sup> year through the 14 <sup>th</sup>	

.....	0.2	1.0
TOTAL.....		5.0

**Rule ~~11~~10**  
**REMOVALS AND SUSPENSIONS**

All persons in the classified civil service shall be subject to removal, suspension, demotion or discharge from ~~office or~~ employment by the head of the department pursuant to the department's progressive discipline standard operating procedures. ~~for misconduct, incompetency or failure to observe properly the rules of the department, upon the written accusation by the chief of the department, the appointing power, or any citizen or any taxpayer, a written statement of which accusation, in general terms, shall be served upon the accused, and a duplicate filed with the commission; provided, that the chief of the department may suspend a member pending the confirmation of the suspension by the appointing power under this act which must be within three (3) days. The findings of the Civil Service Commission upon the said charges shall be certified to the head of the department and shall forthwith be enforced and followed by him.~~

If the grievance procedure per the local 710 collective bargaining contract does not apply or if the grievance committee does not find the grievance meritorious, ~~The~~ aggrieved party, shall, ~~however,~~ have the right, within ten (10) days, from the time of ~~his~~ removal, suspension, demotion or discharge, or after the decision of the grievance committee, whichever is later ~~as the case may be, to~~ file with the commission a written demand for an investigation, whereupon the commission shall conduct such investigation. The investigation shall be confined to the determination of the question as to whether such removal, suspension, demotion or discharge was made for political or religious reasons, or was made in good faith or for cause. All investigations made by the commission pursuant to the provisions of this section shall be by public hearing after reasonable notice to the accused of the time and place of such hearing, at which hearing the accused shall be afforded an opportunity of appearing in person or by counsel and presenting his/her defense.

**Rule ~~12~~14**  
**APPEALS AND HEARINGS**

~~If such judgment or order be concurred A party aggrieved by the determination in by of the cCommission or a majority thereof, the accused regarding the removal, suspension, demotion or discharge of an employee may appeal therefrom to the District Ceourt of the state of Idaho, in and for the county of Kootenai original and an unlimited jurisdiction in civil suits of the county wherein he resides. The District Ceourt or original and unlimited jurisdiction in civil suits shall thereupon proceed to hear and determine such appeal in a summary manner; provided, however, that such hearing shall be confined to the determination as to whether the judgment or order of removal, discharge, demotion or suspension made by the commission, was made for political or religious reasons or was made in good faith for cause, and no appeal to such court shall be taken except upon such ground or grounds.~~

### **Rule 132**

## **GROUND FOR REMOVAL, DISCHARGE OR SUSPENSION**

**Section 1.** ~~At Each~~ incumbents shall hold ~~his~~ office, place, position or employment under the provision of these rules ~~only during good behavior~~, and any such person shall be disciplined pursuant to the progressive discipline standard operating procedures of the department and for violations of the city's personnel rules. ~~may be removed or discharged, suspended without pay, demoted, reduced in rank, or deprived of vacation privileges, or other special privileges for any of the following reasons, subject to the determination of the facts in each case by the Commission:~~

- ~~(a) — Incompetency, inefficiency or inattention to or dereliction of duty;~~
- ~~(b) — Dishonest, intemperance, immoral conduct, insubordination, discourteous treatment of the public or a fellow employee, or any other act of omission or commission tending to injure the public service, or — any other wilful failure on the part of the employee to properly conduct himself; or any wilful violation of these rules and regulations;~~
- ~~(c) — Mental or physical unfitness for the position which the employee holds;~~
- ~~(d) — Dishonest, disgraceful, immoral or prejudicial conduct;~~
- ~~(e) — Drunkenness or use of intoxicating liquors, narcotics or any other habit-forming drug, liquid or preparation to such extent that the use thereof interferes with the efficiency or mental or physical fitness of the employee, or which precludes the employee from properly performing the functions and duties of any position under civil service;~~
- ~~(f) — Conviction of a felony, or a misdemeanor, involving moral turpitude;~~

- (g) ~~Any other act or failure to act which in the judgment of the civil service commissioners is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.~~

**Section 2.** ~~STRIKES: Any employee under Civil Service who shall go on strike, whether in obedience to any instruction or order of any officer of any organization, or otherwise, or in any manner fails to observe and obey the orders of his superior officers, shall be deemed as no longer in the service of the City of Coeur d'Alene, and shall forfeit all rights of seniority, pension and rank in the department of which he is a member, and shall not be entitled to compensation from the city after date of such strike, withdrawal or open disobedience of orders of superior officers. Any person who violates this rule shall not be restored to service in the department except through the usual channels of application and examination provided for admission of new members, accompanied in addition thereto by written recommendations of the chief of his department for re-employment.~~

**Section 23.** The classified Civil Service shall consist of all places of employment now existing or hereafter created in under the Fire Department of Coeur d'Alene. No appointment to any of the places of employment in said department shall be made except under and according to law and the rules and regulations of the Civil Service Commission. The head of the department Fire Chief and Deputy Fire Chiefs may be appointed from within the classified Civil Service, ~~and~~ if replaced for any reason which would not warrant dismissal from the department, shall have the opportunity to be returned to the place rank held with the City of Coeur d'Alene Fire Department ~~by him~~ prior to the time of his appointment if there is an open position at the time of replacement or within twelve (12) months and must meet the qualifications of the position ~~as head of the department.~~

### **Rule 13**

### **TRANSFERS**

**Section 1.** ~~METHOD OF TRANSFERS: Transfers in the classified service may be as follows:~~

- (a) ~~For a period not exceeding thirty (30) days from one position to a similar position in the same class, grade and character of work, and having the same pay, within a department, with notice of such transfer to the Commission.~~
- (b) ~~From a position in one department to a similar position in the same class, grade and character of work and having the same rate of pay, in another department, provided the heads of the departments concerned shall make request therefor.~~



~~Section 2. APPROVAL OF THE COMMISSION: Transfers, except as provided in paragraph (a) of Section 1, shall be subject to the approval of the Commission.~~

~~Section 3. TRANSFERS NOT ALLOWED BY THE COMMISSION: Transfer shall not be allowed where the examination upon which the appointment of an employee was based was not of a character and standard to test the fitness of such employee for the position to which it is proposed to make the transfer.~~

#### **Rule 14** **LAY OFF**

**Section 1. LAY OFF:** Whenever it becomes necessary in any department, through lack of work or funds, or for other good causes, to reduce the force in any department or employment, the persons working in such department who was last certified for appointment for such employment shall be the first laid off. Seniority in appointment shall control in lay-off cases. When reductions in work force create a need for demotions, the last person promoted shall be the first person demoted. Demotions shall be to the previously held rank only.

**Section 2. REINSTATEMENT:** The names of persons laid-off in accordance with Section 1 of this rule shall be placed at the head of the eligible list and shall have precedence for reappointment as in Rule 7, Section 3.

~~Section 3. CANDIDATES FOR OFFICE: Employees in the classified service who are candidates for office must request a leave of absence or lay-off without pay at the time of their announcement of candidacy for election, primary or municipal. Failure to do so will terminate their employment.~~

#### **Rule 15** **LEAVES OF ABSENCE**

~~Section 1. LEAVES OF ABSENCE: Upon written application to the Civil Service Commission, an employee in the classified service may be granted a leave of absence for a period not exceeding thirty (30) days, without prejudice to his status, provided, that such application shall have first been approved by the head of the department in which the applicant is employed. Leave of absence shall not be effective until approved by the Commission. Leave of absence from duty shall in no case be granted to an officer or employee who has been in the service of the City for less than twelve (12) months immediately preceding the date of leave, except in case of sickness, disability or urgent necessity, in which application for leave shall be accompanied by such proof as the Commission may require.~~

~~However, an employee may be granted a leave of absence for a period not exceeding one (1) year for securing additional education or training on the particular job or service in which he is then employed.~~

~~**Section 2.** — SPECIAL LEAVE: — When leave of absence is requested on account of sickness or on account of an employee entering the armed service of the country or state, or the Woman's Army Auxiliary Corps, created by Act of Congress, or the Woman's Reserve, a branch of the Naval Reserve created by Act of Congress, in time of war or emergency, or to accept a position in the exempt class of the city service, such leave may be granted and extended, but only during the actual sickness of the employee or during his or her service in the armed service of the country or state, or the Women's Army Auxiliary Corps or the Women's Reserve, or while he or she is holding the exempt position; provided, however, that in case of entry into the armed service or the Woman's Army Auxiliary Corps or the Woman's Reserve, as hereinabove specified, such employee must make application for reemployment within forty (40) days after he or she is honorably relieved from such active duty or service and be still qualified to perform the duties of his or her position.~~

~~**Section 3.** — FAILURE TO RETURN AFTER LEAVE: — Failure to report for duty at the expiration of a leave of absence or if a leave has been disapproved or revoked by the Commission, shall be cause for separation from the service, provided, however, that if the officer or employee so separated shows to the satisfaction of the Commission that such absence or failure to report was excusable, the Commission may then order his reinstatement or his name placed upon the separated employee's register to be certified in the manner prescribed in Rule 6.~~

## **Rule 156**

### **REPORTS**

**Section 1.** REPORTS FROM ELIGIBLES AND EMPLOYEES: Each eligible and employee shall report to the ~~Commission~~Human Resources Department:

- (a) Any change of address, ~~giving street and number~~ and telephone.
- (b) Any failure to accept appointment or promotion with the reasons therefor.
- (c) Any desire that his/her name be withheld from certification or that it be dropped from the list.

**Section 2.** REPORTS FROM HEADS OF DEPARTMENTS: ~~Each De~~Each Department head shall notify Human Resources of all appointments and resignations and consult with the Human

Resources Director on related employee matters. immediately file in the office of the Commission a written report of:

- ~~(a) — Appointments, whether emergency, temporary, probationary, permanent or promotional.~~
- ~~(b) — Refusal or neglect to accept appointment by a person who has been certified.~~
- ~~(c) — Changes in the compensation of ranks or grades, or of officers or employees serving under him, or layoffs.~~
- ~~(d) — Every suspension or removal made by him of any officer or employee together with a full statement of the reasons therefor.~~
- ~~(e) — Every resignation.~~
- ~~(f) — Every vacancy in the service under him, and its cause.~~
- ~~(g) — The creation or abolition of any office or place of employment in his department and the cause of such action.~~
- ~~(h) — Changes in department organization with details for charting.~~
- ~~(i) — Every transfer, giving the position from which and to which made, with the date and salaries thereof.~~
- ~~(j) — Every leave of absence started and returns or failure to return from leave of absence.~~
- ~~(k) — Every vacation granted by the department head, date of leave and date of return or failure to return.~~
- ~~(l) — Other reports requiring the action or sanction of the Commission.~~

## **Rule 17** **ADMINISTRATION**

**Section 1.** ~~MEETINGS: Meetings of the Commission shall be held whenever called by the chairman, or by two (2) members.~~

~~Section 2. — AMENDMENTS: — No amendments to these rules, or suspension thereof, shall be made except under the approval of the City Council.~~

~~Section 3. — ORDER OF BUSINESS: — Robert's "Rules of Order," except as otherwise herein provided, shall guide the commission in its proceedings.~~

~~Section 4. — RIGHTS OF EMPLOYEES: — Every employee in the classified service of the City shall have the right of appeal and be entitled to a hearing before the Commission whenever he has a grievance of any nature affecting his Civil Service status.~~

BE IT RESOLVED by the Civil Service Commission that the foregoing rules be, and the same are hereby, adopted by the Civil Service Commission of the City of Coeur d'Alene, and that the Secretary of the Commission certify a copy thereof to the City Council of the City of Coeur d'Alene for its approval, the effective date of these rules to be the date of such approval by the City Council.

CIVIL SERVICE COMMISSION:

---

Chairman

---

Member

---

Member

Attest:

---

Secretary

CIVIL SERVICE RULES  
2016

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As amended ~~12/02/04~~March 16,

# **City of Coeur d'Alene**

## **FIRE DEPARTMENT**

*"City of Excellence"*

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### **Staff Report**

**Date:** March 23, 2016

**From:** Kenneth G. Gabriel, Fire Chief

**Re:** Station 4 Construction Contractor Approval

#### **DECISION POINT:**

To accept the contract for construction of Fire Station 4 by NNAC – National Native American Construction for \$1,274,500

#### **HISTORY:**

Station 4 has become a need for several years due to the increase in call volume created by population growth as well as our City expanding in the Northwest quadrant. Our goal is to respond to a fire emergency in less than four (4) minutes ninety (90) percent of the time. We were seeing response times exceeding ten (10) minutes regularly. The Fire department has identified the need for the additional coverage years ago and have consulted with the Idaho Survey and Rating Bureau on the optimal site for the station.

#### **FINANCIAL ANALYSIS:**

Construction costs have changed significantly over that last 15 years, since Station 3 was built, the construction cost including architect fees, civil engineering, special inspections and a contingency was a \$136.00 per square foot to construct. At this time the cost alone for just the construction of the building with the low bidder is \$182.00 per square foot and when architect fees, civil engineering, special inspections and a contingency it is at \$211.00 per square foot.

The bids were as follow:

National Native American Construction	\$1,274,500
Contractors Northwest Inc.	\$1,314,500
Darden Enterprises	\$1,324,494
TW Clark	\$1,328,000
Ginno Construction	\$1,336,000
Meridian Construction	\$1,349,500

Every effort was made to reduce the cost of the station while still maintaining its function and it's value as a long term asset. The prominent changes were to the actual footprint of the station where it was reduced by 1000 square feet. We used the original plans for station #3 which had to only be adapted to the new lay-out, which was an immediate savings of \$20,000. Additional changes included the elimination of the public restrooms, elimination of the second story storage area and a simplified more economical roof system. The proposed plan for paying the \$74,500 difference in the budget will be to open the station later than the anticipated October 1<sup>st</sup> original date. It is unlikely the building will be completed by that date which will give us a savings in the budgeted personnel costs. A new target date will be in December.

#### **PERFORMANCE ANALYSIS:**

The need for a fourth fire station has been established and approved by Council. The additional resources will not only benefit the population in their response area, it will also enhance coverage to other areas of the City. We are often without additional response abilities due to our large call volume. Adding the fourth station will help response City wide.

#### **DECISION POINT/RECOMMENDATION:**

To approve the contract with NNAC for the sum of \$1,274,500 for the construction of Fire Station 4.

RESOLUTION NO. 16-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH NATIONAL NATIVE AMERICAN CONSTRUCTION, INC., DBA NNAC, INC., FOR THE AWARD OF THE CONTRACT FOR THE FIRE STATION NO. 4 PROJECT.

WHEREAS, the Fire Chief of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with National Native American Construction, Inc., dba NNAC, Inc., pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; 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;

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the City enter into an agreement with National Native American Construction, Inc., dba NNAC, Inc., for the Fire Station No. 4 Project, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 5<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
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 EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.





# Document A101™ – 2007

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

**AGREEMENT** made as of the fifteenth day of March in the year Two Thousand and Sixteen

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

City of Coeur d'Alene  
710 Mullan Avenue  
Coeur d'Alene, Idaho 83814

and the Contractor:

*(Name, legal status, address and other information)*

National Native American Construction, Inc. DBA NNAC, Inc.  
3731 N Ramsey Road, Suite 105  
Coeur d'Alene, ID 83815  
(208) 635-5400

for the following Project:

*(Name, location and detailed description)*

New Fire Station No. 4 for Coeur d'Alene Fire Department  
located at 6564 N Atlas Road  
Coeur d'Alene, Idaho 83815

The Architect:

*(Name, legal status, address and other information)*

Longwell + Trapp Architects, PLLC  
8382 N Wayne Drive, Suite 204  
Hayden, Idaho 83835

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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(1917922158)

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Date to be Fixed in Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

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Portion of Work  
Entire Project

Substantial Completion Date  
October 15, 2016

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

N/A

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million, Two Hundred Seventy Four Thousand Five Hundred Dollars (\$1,274,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the thirty day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.  
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

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by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

N/A

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

12 % per Annum

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

Deputy Chief Jim Washko, Coeur d'Alene Fire Department  
310 Foster Avenue  
Coeur d'Alene, Idaho 83814

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

National Native American Construction, Inc. (DBA NNAC, Inc.)  
3731 N Ramsey Road, Suite 105  
Coeur d'Alene, Idaho 83815

*(Paragraphs deleted)*

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## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See attached Table of Contents from Project Manual			

§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

See attached Table of Contents from Project Manual

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

See attached Sheet Index

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addenda No. 1	February 25, 2016	25
Addenda No. 2	February 29, 2016	14

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Bid Proposal Dated March 1, 2016

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**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

~~(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)~~

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
1. Performance Labor and Payment Bond	Equal to 100% of Contract Sum
2. As required in Section 008000 Supplementary Conditions, Article 11 in Project Manual	

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

\_\_\_\_\_  
(Printed name and title)

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SECTION 008000 - SUPPLEMENTARY CONDITIONS

These Supplementary Conditions form a part of and are incorporated in the contract for construction and modify, delete, add and replace provisions of the "General Conditions of the Contract for Construction, "AIA Document A201-2007." Provisions not altered remain in effect. All terms defined elsewhere in the Contract Documents shall have the same meaning here, unless the context clearly indicates otherwise.

**Article 1 – GENERAL PROVISIONS**

1.2. Correlation and Intent of the Contract Documents.

Add the following to the last sentence of Paragraph 1.2.2:

and shall not operate to make the Architect an arbiter to establish subcontract limits between Contractor and Subcontractor.

Add the following Clause 1.2.3.1 to 1.2.3:

1.2.3.1 Conflicts in the Construction Documents shall be brought to the attention of the Architect. In such instances, the following is the order of authority of the documents, the first taking highest precedence:

1. Agreement (Owner-Contractor)
2. Addenda
3. National, State and local codes or ordinances.
4. Other Conditions.
5. Supplementary Conditions
6. General Conditions
7. \*Specifications (Division 1 through 33). Specifications shall govern over drawings and general notes insofar as quality of materials, thickness or gauge of materials, finish of materials, composition of materials and quality of workmanship.
8. \*Details
9. \*Drawings. (Figure dimensions on drawings shall govern over nominal dimensions and over drawings without figured dimensions. Largest scale drawing covering any portion of the work shall govern over small-scale drawings of same portion of work, except as noted herein for figured dimensions). Actual physical dimensions of specified stock items shall govern over dimensions shown on drawings on work to receive such stock items. Custom items or modified stock items shall be fabricated to dimensions shown on drawings or to fit into other dimensioned work.

\*Note: Should conflict occur in or between Drawings, Details, and Specifications, Contractor shall be deemed to have estimated on more expensive way of doing work unless he has asked for or obtained a written decision 48 hours before submission of bids as to which method or materials will be required. If Work is shown on the drawings but not in the specifications or Work is specified or described in the specifications but not shown specifically on the drawings, the Work is to be provided at no additional costs with specifications or clarification drawings to be issued.

Add the following Subparagraphs 1.2.4 through 1.2.6 to 1.2:

1.2.4 Conditions of the Contract shall be read by all prime contractors and by each subcontractor or sub-subcontractor and shall be considered a part of each section of the Technical Specifications. Provisions of Contract Documents are binding on the contractors, subcontractors and sub-subcontractors for all work shown or indicated on the original Contractor Documents plus any additional work authorized by change order, interpretation or field orders.

1.2.5 The Contractor shall notify the Architect of any condition he finds where, in his judgment, it will be desirable to modify the requirements to produce the best results. If the Contractor fails to make such request, he is deemed to have accepted the specified and/or detailed method of installation as being adequate to produce first class, satisfactory work. Manufacturer's equipment specifications are based on models and/or construction and installation methods prevailing at the date of invitation and/or advertisement. Manufacturer's model and/or construction changes and other variations from the items specified shall be furnished and installed at no additional cost to Owner.

1.2.6 Requests by the Contractor for written interpretations and/or detail drawings shall be made to the Architect in a timely manner such as will allow ample time for their preparation and delivery without causing delays in work. Failure of the Contractor to request needed clarifications and/or his proceeding with affected work prior to receiving same shall indicate his acceptance of any and all costs and/or delays required on account of necessary conditions.

### Article 3 – CONTRACTOR

#### 3.3 Supervision and Construction Procedures

Add the following Subparagraphs 3.3.4 to 3.3:

All grades, levels, bench marks, locations and corners shall be correctly established by the Contractor.

#### 3.4. Labor and Materials

#### 3.5 Warranty

Add the following sentence to the end of Subparagraph 3.5:

The Contractor shall maintain such warranty for a period of ONE (1) year from the date of Substantial Completion of the project notwithstanding more extensive warranty requirements specified for certain elements and products used in the work in which case the longer warranty requirement shall apply.

#### 3.6 Taxes

Add the following Subparagraph 3.6.1:

3.6.1 The Contractor in consideration of securing the business of erecting or constructing public works in this state, and recognizing that 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 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, its subdivisions, and during the term of this contract, whether or not the same shall be payable at the end of such term;
- .2 That if said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
- .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.

#### 3.7 Permits, Fees, Notices and Compliance with Laws

Delete Subparagraph 3.7.1 and substitute the following:

3.7.1 The Owner has paid for the plan review, building permit and other fees normally required by the City of Coeur d'Alene. The Contractor will secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

City of Coeur d'Alene shall pay for the following:

Plan Check Fee  
Building Permit  
Fire Department Plan Review and Inspections

All other permits and fees for the Project shall be the responsibility of the Contractor.

Add the following Subparagraph 3.7.1.2:

3.7.1.2 The Owner shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to outside services unless noted otherwise. The Contractor shall pay for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property arising from construction and completion of work. The Contractor shall furnish to the Owner and the Architect no later than the preconstruction conference the permit numbers for mechanical, electrical, plumbing and any other required permits that must be obtained through governing agencies.

### 3.9 Superintendent

Add the following Paragraph 3.9.4:

3.9.4 Unless otherwise agreed in writing, the Superintendent shall remain on the Project site whenever Subcontractors of any tier are present and not less than eight (8) hours per day, five (5) days per week unless the job is closed down due to a legal holiday, a general strike, conditions beyond the control of the Contractor, termination of the contract in accordance with the Contract Documents, or Final Completion is attained. The Superintendent shall not be employed on any other project during the course of the work.

## Article 7 – CHANGES IN THE WORK

### 7.2 Change Orders

Add the following 7.2.2 through 7.2.6:

7.2.2 Any Change Order prepared, including but not limited to those arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the work, including, but not limited to, all direct, indirect, and consequential costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for payment as if such work were originally part of the project and Contract Documents.

7.2.3 By the execution of a Change Order, the Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the change in work which is the subject of the Change Order and that he has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reasons of any conditions affecting the change in work addressed by the Change Order which could have reasonably been discovered or disclosed by the Contractor's examination.

7.2.4 When requested by the Architect, the Contractor shall prepare prices for additional work.

7.2.5 For ease of administration, the Owner may seek changes in the work via a Change Order Proposal that will address a specific change or similar set of changes. Once agreed to, individual Change order Proposals will be packaged into a Change Order.

7.2.6 The Contractor shall provide a cost breakdown for all adjustments in the contract sum, i.e. Change Orders, Change Order Proposals, and Construction Change Directives using the methodology described in 7.3.7. Section 7.3.8, 7.3.9, and 7.3.10 shall apply to all changes in the contract including Changes Orders and Change Order Proposals.

### 7.3 Construction Change Directives

Delete Subparagraph 7.3.5 in its entirety and substitute the following:

7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved, and within five (5) working days, advise the Architect, in writing, of the Contractor's agreement or disagreement with the cost or method, if any, provided in the Construction Change Directive for determining the

proposed adjustment to the Contract Sum or Contract Time. If the Contractor disagrees, it shall set forth in writing and detail the reasons for its disagreement and the amount or other terms that it proposes. WITHOUT SUCH TIMELY WRITTEN NOTICE, THE CONTRACTOR SHALL CONCLUSIVELY BE DEEMED TO HAVE ACCEPTED THE OWNER'S VALUE OR METHOD OF ADJUSTMENT. The Contractor's disagreement shall in no way relieve the Contractor of its obligation to comply promptly with any written notice issued by the Owner or Architect. The ultimate adjustment shall not exceed the larger amount under dispute, be it the Contractor's or the Owner's stated figure. The method of the adjustment shall then be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the Change, in strict accordance with this Paragraph 7.3 and other applicable provisions of the Contract Documents.

In Subparagraph 7.3.6, in the last sentence, delete "recorded as a" and substitute "incorporated into a future."

7.4 Minor Changes in the Work

Add the following sentence:

Minor changes in the work will be accomplished utilizing Architects Supplemental Instructions (ASI).

**Article 8 – TIME**

Delete the words "and arbitration" from Subparagraph 8.3.1.

**Article 9 – PAYMENTS AND COMPLETION**

9.3 Application of Payment.

9.3.1 Add the following:

In absence of section "Payment Procedures" in Division One of the specifications, this section will apply.

9.6.3 Add the following to Subparagraph 9.6.3:

The Owner, at his discretion, shall have the right to require the General Contractor to provide an audit of all payments made to Subcontractor and Suppliers. The Owner shall also have the right to require the General Contractor to furnish verification of payments made and/or Release of Claims for Payments on Owner-provided form from each Subcontractor and Supplier with each pay application.

9.8 Substantial Completion

9.8.5 Add the following sentence to Subparagraph 9.8.5:

The payment shall be sufficient to increase the total payment to ninety-five (95) percent of the Contract sum less such amounts as the Architect shall determine for all incomplete work and unsettle claims.

9.10 Final Completion and Final Payment

Add the following Clause 9.10.1.1. to 9.10.1:

9.10.1.1 The final retainage shall become due and payable to the Contractor in not less than thirty (30) days after the issuance of the final Certificate for Payment by the Architect.

Portions of Subparagraph 9.10.1 not in conflict with this modification shall remain in effect.

**Article 11 – INSURANCE AND BOND**

11.1.1 Add the following Subparagraph:

.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X-C/U as applicable)
2. Independent Contractor's Protective
3. Products and Complete Operations
4. ~~Personal Injury Liability with Employment Exclusion deleted.~~
5. Contractual – Including specified provision for Contractor's obligation.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including completed operations.
8. Umbrella Excess Liability

11.1.2 Add sub-paragraph as follows:

11.1.2.1 The Owner, Project Manager, Longwell + Trapp Architects, and their respective officers, directors, agents, and employees shall be named as additional insured's on the insurance required in 11.1.2 above and the insurance shall contain the severability of interest clause as follows:

"The insurance afforded herein applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's 'liability.'"

The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

- .1 Workers Compensation
  - a. State: Statutory
  - b. Employer's Liability: Statutory
- .2 Comprehensive General Liability (including Premises- Operations; Owners Contractor Protective; Products and Completed Operations; Broad Form Property Damage; with Owner named as additional insured):
  - a. Bodily Injury: \$1,000,000 Each Occurrence
  - b. Property Damage: \$2,000,000 Each Occurrence
  - c. Products and Complete Operations to be maintained for 2 years after final payment.
  - d. Property Damage Liability Insurance shall provide X, C and U coverage as applicable.
- .3 Contractual Liability:
  - a. Bodily Injury: \$1,000,000 Each Occurrence
  - b. Property Damage: \$2,000,000 Each Occurrence
- .4 Personal Injury, with Employment Exclusion deleted:
  - a. \$1,000,000 Each Occurrence

11.3.1.3 Add deductible to be \$5,000.00. Deductible to be paid by Contractor in event of a claim.

11.3.2 Delete this section.

Add the following Section and Subparagraph:

## 11.5 INDEMNITY

11.5.1 The Contractor shall indemnify, defend and save harmless the Owner, Owner's Agent, the Architect, and the Architect's Consultants from and against all claims, damages, costs, legal fees, expenses, actions and suits whatsoever, including injury or death of others or any employee of the Contractor, Subcontractor, Sub-subcontractor, agents or employees, caused by failure to comply fully with any term or condition of the contract, or caused by damage to or loss of use of property, directly or indirectly, by the carrying out of the work, or caused by any matter of thing done, permitted or omitted to be done by the Contractor, his agents, subcontractors or employees and occasioned by the negligence of the Contractor, his agents, subcontractors or employees. The Owner, Owner Agent, Architect, and Architect's consultants shall be named as additional insured on the Contractors liability policy.

## Article 13 – MISCELLANEOUS PROVISIONS



Delete Paragraph 13.7 and add the following Paragraphs 13.7.1 – 13.7.5:

13.7.1. Time Limits on Claims. A Claim, including those in connection with concealed or unknown conditions by either party must be made by written notice to the Architect within ten (10) days from the date of the occurrence of the event or discovery of the condition giving rise to the Claim or within ten (10) days from the date that the Claimant knew or should have known of the event or condition. Unless the Claim is made within the aforementioned time requirements, it shall be deemed to be waived. The written notice of Claim shall include a factorial statement of the basis for the Claim, pertinent dates, contract provisions offered in support of the Claim, additional materials offered in support of the Claim, and the nature of the resolution sought by the Claimant. The Architect will not consider, and the Owner shall not be responsible or liable for, any claims from subcontractors, suppliers, manufacturers or other persons or entities not a party to this contract. Once a Claim is made, the Claimant shall cooperate with the Architect and the party against whom the Claim is made in order to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition.

13.7.2 If the Contractor is delayed by the Owner or Architect, or by any employee of either, or by a separate contractor employed by the Owner, or by Change Orders in the Work, the Contractor's sole remedy shall be a time extension for the completion of the Work. However, this paragraph does not exclude the recovery of the Owner for money damages occasioned by the Contractor's delay under the provisions of the Contract Documents.

13.7.3 The Contractor's right to proceed shall not be terminated nor the Contractor charged with resulting damage if (1) the Contractor is delayed in the completion of the Work arising from incidents beyond the control and without fault or negligence of the Contractor, limited to the following: Intentional or negligent act of the Owner or the Architect, or by any employee of either, or by a separate Contractor employed by the Owner, or by the Change Orders in the Work, fires, floods, epidemics, acts of public enemy, in which case the time for completion of the Contract shall be extended by a Change Order for such reasonable time as the Architect may determine; and (2) the Contractor, whenever possible at least ten (10) days before the beginning of the delay occurs, notifies the Architect in writing, or, if the delay was not reasonably foreseeable then the Contractor notifies the Architect in writing within ten (10) days from the beginning of such delay; and (3) the Contractor provides a written estimate of the number of days the project will be delayed.

13.7.4 Final Payment to Contractor

Acceptance of final payment by the Contractor shall constitute a waiver of Claims as described in Subparagraph 9.10.4.

13.7.5 Change Orders

The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. General reservations of rights will be deemed waived and void.

Add the following:

13.8 Employment Policies

The Contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, and shall comply with Municipal Code Chapter 9.5.6. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

13.8.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

**Article 15 – CLAIMS AND DISPUTES**

15.1.2 Notice of Claims

Replace Paragraph with the following:

15.1.2 The Contractor shall submit all Claims to the Owner and the Architect and to Initial Decision Maker in writing within ten (10) days of the discovery of the event(s) giving rise to them and shall include a clear description of the Claim, the proposed change in the Contract Sum and/or Time of the Claim, and provide data supporting the Claim. The Claim shall be deemed to include all direct and indirect changes in cost and in time to which the Contractor as well as Subcontractors and Suppliers of any tier are entitled. Prior to the initiation of the dispute resolution procedure, the owner or its representatives shall have the right to audit and copy the Claim-related books and records of the Contractor and of any Subcontractor or Supplier of any tier whose claim is a part of or included in the Claim. The claim of a subcontractor or Supplier of any tier may be brought only through the Contractor and only after the Contractor notifies the Owner in writing that the Contractor has reviewed the Claim and believes to be meritorious.

#### 15.3 Mediation

In Subparagraph 15.3.2 delete the last 2 sentences:

Add the following to Subparagraph 15.3.4:

If the Claim is not resolved first in any other dispute resolution procedure, neither the Contractor nor any Subcontractor or Supplier of any tier may bring a claim against the Owner in litigation unless the claim is first subject to nonbinding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. An officer of the Contractor and the Superintendent of the Owner, both having full authority to settle the claim, must attend the mediation session. To the extent there are other parties in interest, such as the Architect, Subcontractors or Suppliers of any tier, their representatives, with full authority to settle the claim, shall also attend the mediation session. Unless the Owner and the Contractor mutually agree in writing otherwise, all unresolved Claims on the Project shall be considered at a single mediation session which shall occur prior to Final Acceptance by the Owner. The Contractor is responsible for initiating the mediation procedure.

Add the following Subparagraph 15.3.5:

15.3.5 The Contractor shall diligently carry on the Work and maintain the Contractor's Construction Schedule during any dispute resolution proceedings, unless otherwise agreed by it and the Owner in writing.

END OF SECTION 008000

## PUBLIC HEARINGS

## MEMORANDUM

DATE: APRIL 5, 2016  
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR  
RE: APPROVAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
2016 ANNUAL ACTION PLAN.

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### DECISION POINT:

- Approval of the Community Development Block Grant (CDBG) Plan Year 2016 Action Plan in the amount of \$310,681.

**HISTORY:** The City of Coeur d'Alene receives a direct allocation of HUD Community Development Block Grant (CDBG) funds. Each year the City is required to complete an annual action plan in accordance with the adopted citizen participation plan. The Action Plan document is intended to be an outline regarding how the City proposes to spend the CDBG funds, as well as, fulfill the program reporting requirements. A 30-day public comment period was held between March 4, 2016 and April 5, 2016. A public workshop was held March 24, 2016, with one citizen attending who expressed interest in affordable housing. No additional public comments were received.

**FINANCIAL:** The Plan Year 2016 allocation is \$310,681. The following is a breakdown of the proposed budget for your information.

Funding amount	Line Item
\$14,600.00	Sidewalk Accessibility/Repairs
\$50,000.00	Emergency Minor Home Repairs
\$190,160.00	Community Grants
\$55,921.00	Administration (PAC Contract, Advertising, brochures, training, Consolidated Plan Update)
<b>\$310,681.00</b>	

**DECISION POINT:** Approval of the Community Development Block Grant (CDBG) Plan Year 2016 Action Plan in the amount of \$310,681.00.

# **CITY OF COEUR D'ALENE PROPOSED ANNUAL ACTION PLAN PY 2016**

Public Hearing  
April 5, 2016



## **ANNUAL ACTION PLAN**

- ▶ To identify the City's housing and community development needs, priorities, goals and strategies for PY 2016;
- ▶ To stipulate how federal Community Development Block Grant (CDBG) funds will be allocated to housing and community development needs in the community.



## PROCESS

- Citizen Participation
  - Public Meetings
  - Citizen Survey
  - Stakeholder Meeting and Interviews
  - Draft Plan and Comment Period
- Demographic and Socioeconomic Analysis
- Housing Market Analysis - Updated
- Fair Housing Analysis – Updated
- Analysis of Special Needs Populations
- Five Year Strategic Consolidated Plan



## OBJECTIVES

- Benefit to Low and Moderate Income (LMI) person
- Aid in the prevention of slum and blight
- Meet an urgent need



## ALL POTENTIAL PROJECTS MUST:

### National Objectives:

Approved activities must meet one of the three National Objectives, then it must be an allowable/eligible activity that meets the goals in the Consolidated Plan.

### Eligible Activities:

Activities related to housing; (rehabilitation); Real property (acquisition for public use); public facilities and improvements; public service activities for special needs populations; economic development (employment training programs); Planning and Administration



## PROGRAM REVIEW

- Total Amount of CDBG Received for Program Years 2008 through 2015:

**\$2,378,433**

- Total Amount of leverage from other funding sources:

**\$23,631,473**



## POTENTIAL CDBG ELIGIBLE ACTIVITIES THAT ARE MOST IMPORTANT?

- ▶ New Affordable Housing
- ▶ Housing rehabilitation (owner occupied housing)
- ▶ Sidewalk repair or replacement
- ▶ Property maintenance (e.g., code enforcement)
- ▶ Youth center/services
- ▶ Senior Services
- ▶ Community Centers
- ▶ Transitional housing
- ▶ Housing for homeless
- ▶ Demolition of dilapidated structures (commercial or residential)
- ▶ Neighborhood planning
- ▶ Economic development – assistance to businesses
- ▶ Job creation
- ▶ Neighborhood park or recreation improvements



## How easy is it for a project to qualify?

Matrix Code Key		National Objective Codes ( N = Not Allowed)														
Code	Eligible Activity	LMA	LMAF1	LMA5A	LMC	LMHC	LMCSV	LMH	LMHSP	LMJ	LMJF1	LMJP	SBA	SBS	SBR	UR
14A	Rehab; Single-Unit Res. - 570.202	N	N	N	N	N	N			N	N	N				
14B	Rehab; Multi-Unit Residential	N	N	N	N	N	N			N	N	N				
14C	Public Housing Modernization	N	N	N	N	N	N			N	N	N				
14D	Rehab; Other than Public-Owned Residential Bids	N	N	N	N	N	N			N	N	N				
14E	Rehab. Pub./Pvt.-Comm/Indust - 570.202(a)(3)					N	N	N	N		N					
14F	Energy Efficiency Improvements	N	N	N	N	N	N			N	N	N				
14G	Acquisition for Rehabilitation	N	N	N	N	N	N			N	N	N				
14H	Rehabilitation Administration - 570.202(b)(9)					N	N				N					
14I	Lead-Based Paint Abatmt - 570.202(f)	N	N	N	N	N	N			N	N	N				
14J	Housing Svc's - HOME Prog. - 570.201(k)	N	N	N	N	N	N			N	N	N	N	N	N	N
15	Code Enforcement - 570.202(c)		N	N	N	N	N	N	N	N	N	N		N		
16A	Residential Historic Preservation	N	N	N	N	N	N			N	N	N				N
16B	Non-Residential Historic Preservation					N	N	N	N		N					N
17A	ED Acquisition by Recipient - 570.203(a)					N	N	N	N							
17B	CI Infrastructure Development					N	N	N	N					N		
17C	CI Building Acq., Construction, Rehabilitation					N	N	N	N		N					
17D	Other Commercial/Industrial Improvements					N	N	N	N		N					
18A	ED Assistance to For-Profits - 570.203(b)				N	N	N	N	N		N			N		





## EXISTING GOALS

- 1—Increase supply of for sale housing at prices affordable to city's low to moderate-income workers
- 2—Increase the supply of rental housing affordable to the City's extremely low income renters and residents with special needs, including persons who are homeless
- 3—Improve the City's sidewalks to make them more accessible to persons with disabilities
- 4—Continue with neighborhood revitalization efforts, including code enforcement activities, to improve the condition of housing and commercial properties in low income areas
- 5—Expand higher paying employment opportunities for the residents, through economic development
- 6 – Public Service activities other than Low/Moderate Income Housing Benefit



## PROPOSED ANNUAL ACTION PLAN BUDGET PY 2016

Proposed Allocation - \$310,681			
Allocation	% of Funds	Est. Funding	Explanation
Administration	18%	\$55,921	Contract for Administration, Advertisement, Publications, Training
Goal #2 Increase the Supply of Rental Housing Affordable to the City's Extremely Low-Income Renters and Residents with Special Needs or Homeless	0.0%	\$0.00	Housing Needs Assessment to help determine future project funding based on housing needs
Goal #3 Improve the City's sidewalks to make them more accessible to person with disabilities	5%	\$14,600	Sidewalk repair/replacement within LMI Census block areas



## PROPOSED ANNUAL ACTION PLAN BUDGET PY 2016 - CONTINUED

Goal #4 Continue with Neighborhood Revitalization efforts, including code enforcement activities, to improve the condition of housing and commercial properties in Low-Income Areas - EMRAP	16%	\$50,000	Available for home revitalization including emergency minor home repairs for LMI homeowners
Community Projects to benefit Low to Moderate income citizens	61%	\$190,160	Grants awarded during PY 2016 – St. Vincent de Paul and the Lake City Center (yearly allocation)
<b>TOTAL PROPOSED FOR PY 2016 ANNUAL ACTION PLAN</b>	<b>100%</b>	<b>\$310,681</b>	All figures are based on preliminary information from HUD – final dollar figures may change however percentages set for each category will remain the same



## FOR MORE INFORMATION

Please visit [www.cdavid.org](http://www.cdavid.org) under the community development link to review the proposed PY 2016 Annual Action Plan, past Action Plans and Reports including the 2013-2017 Consolidated Plan completed in February 2013.



## **TONIGHT'S OBJECTIVES**

- To allow the community a final opportunity to comment on the proposed Annual Action Plan
- Council's approval of the PY 2016 Annual Action Plan for submittal to HUD.

