



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

GENERAL SERVICES/PUBLIC WORKS COMMITTEE
with
Council Members Evans, English & Wood
January 13, 2025, 12:00 p.m.
Library Community Room
702 Front Avenue

AGENDA

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

Item 1 Proposed amendments to Municipal Code Chapter 5.68, entitled “Childcare Facilities.”

PRESENTED BY: Kelly Setters, Deputy City Clerk

Item 2 Compost Maintenance Project – Bid Award.

STAFF REPORT BY: Mike Becker, Capital Program Manager, Wastewater

ADJOURNMENT:

**This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5,
and on Facebook live through the City’s Facebook page.**

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 72 hours in advance of the meeting date and time.

**GENERAL SERVICES / PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: January 13, 2025
FROM: Kelley Setters, Deputy City Clerk (Childcare Commission Liaison)
SUBJECT: AMENDMENTS TO MUNICIPAL CODE CHAPTER 5.68, SECTIONS
5.68.110, 5.68.020, 5.68.030, and 5.68.050

DECISION POINT: Should Council adopt the Childcare Commission’s recommendations for amendments to Municipal Code Chapter 5.68, Sections 5.68.020, 5.68.030, 5.68.050, and 5.68.110, entitled “Childcare Facilities”?

HISTORY: During the Childcare Commission meeting on November 25, 2024, the Commission proposed eliminating the requirement for a tuberculosis (TB) test for all childcare provider licenses. This change is for the purpose of streamlining the licensing process. Notably, no other cities in our region or in Idaho mandate a TB test for childcare licenses. Commission Chair Iris Siegler consulted with Cathrine Hahn, the State Epidemiologist and infectious disease specialist for Idaho, regarding this recommendation and she thinks the requirement is unnecessary as the numbers of TB in Idaho are very low.

Additionally, the Commission decided against requiring a parent/volunteer license for individuals who visit a facility for less than 12 hours per month, aligning with current state regulations. This adjustment acknowledges that parents or volunteers who occasionally assist in classrooms face an unreasonable burden of undergoing two background checks and a TB test.

The proposed amendments include a modification to Section 5.68.030(D) and (H), which would allow individuals aged 16 and 17 to obtain a provider license, as long as they are continuously supervised by a licensed provider and are not left alone with children. Furthermore, a housekeeping change to Section 5.68.110(H) permits one employee who is neither a resident nor a family member for home-based providers, a provision previously adopted in Municipal Code Title 17 on March 3, 2020.

Currently, the City Code requires a City ISP background check every year annually at the time of renewal. The Commission recommends eliminating the ISP check at renewal and instead to require a search of the Idaho Courts database each year. Additionally, both the City ISP background check and the State enhanced clearance background check will be conducted every five (5) years.

FINANCIAL ANALYSIS: There will be some codification costs associated with this Code amendment.

PERFORMANCE ANALYSIS: The Childcare Commission believes these amendments will facilitate a more efficient licensing process while ensuring the safety and well-being of children in care.

DECISION POINT/RECOMMENDATION: Council should approve the adoption of the proposed amendments to Municipal Code Chapter 5.68, Sections 5.68.020, 5.68.030(D) and (H), 5.68.050(B)(2), and 5.68.110(H).



**The City of Coeur d'Alene Childcare
Commission recommends the
Proposed Code Changes**



Amendments to Municipal Code Chapter 5.68, Sections 5.68.020; 5.68.030; 5.68.050 and 5.68.110 entitled “Childcare Facilities”



Amendment 1

- Elimination of the required tuberculosis test for all provider licenses



Amendment 2

- **Modification to not require a license for Parent/Volunteer for a person who visits a childcare facility less than 12 hours a month but must be with a licensed provider at all times. Which is consistent with the current state code.**



Amendment 3

- **Housekeeping to section 5.68.110 which allows one (1) employee who is not a resident or family member for the home providers. Which was adopted by the Council in March of 2020.**



Amendment 4

- Amendment to 5.68.030 D. to allow sixteen (16) and seventeen (17) years olds to obtain a provider license, provided they are under the continuous supervision of a licensed provider and are not left alone with the children.



Amendment 5

- Eliminating the ISP check at renewal and instead require Idaho Courts database search each year. In addition, every five years, both the ISP and state background check.



Financial Analysis

There will be some codification costs associated with this code amendment



Action Requested

The Council should approve the proposed changes to the Municipal Code Chapter 5.68, Sections 5.68.020; 5.68.030; 5.68.050 and 5.68.110



Questions?



ORDINANCE NO. _____
COUNCIL BILL NO. 25-_____

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTIONS 5.68.020, 5.68.030, 5.68.110, AND 5.68.050 OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendment be adopted;

NOW, THEREFORE,

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

SECTION 1. *That section 5.68.020 of the Coeur d'Alene Municipal Code be amended as follows:*

PARENT/VOLUNTEER: ~~Person~~ A parent or legal guardian on the premises providing assistance in the classroom or volunteering to provide a service to the children ~~on a regular basis~~ at least twelve (12) hours in any one (1) month or on a daily basis during any hours of operation.

VOLUNTEER: An individual who is a guest, student, special instructor, or assistant, etc., at a childcare facility ~~on a regular basis~~ at least twelve (12) hours in any one (1) month, on a daily basis during any hours of operation, for a prearranged event, or to visit a child, ~~and~~ A Volunteer must be who is continually under the supervision of a licensee and does not count in the staff/child ratio.

SECTION 2. *That section 5.68.030 of the Coeur d'Alene Municipal Code be amended as follows:*

C. Operator License: This license is required for any proprietor, lessee, manager, director, owner, entity, or person in charge of any childcare facility or business providing for the temporary care of children. The operator must have a criminal history background check and a central child protection registry check completed, with results returned and meet eligibility requirements. A temporary permit is not available. Within three hundred sixty five (365) days, licensees shall attend and complete a four (4) hour (clock hours) introduction to childcare workshop which addresses the following areas: child development, health and safety, child guidance, and business practices. ~~The applicant must submit evidence of completion of test showing applicant is free of tuberculosis.~~ Applicant must submit evidence of current child/infant CPR and first aid cards valid through licensing period. The applicant must submit proof of completion of a safe sleep class. New applicants must submit at least five (5) references of reputable citizens from such community wherein the applicant has resided for the longest period within the last ten (10) years, and include the written recommendation of at least two (2) citizens of Coeur d'Alene regarding the applicant's moral character. For license renewal, an applicant must submit proof of ten (10) hours of approved continuing education in child development areas relating to childcare, with no more than five (5)

hours completed in online courses. An applicant applying for renewal who was previously not required to complete a safe sleep class must complete the class for license renewal.

D. Provider License: This license is required for any person working or volunteering at a childcare facility who provides care for children at any point in time. A person may be issued a temporary permit while criminal history results are pending, but must be supervised at all times by a licensed provider, until the provider license is issued. The temporary license must be surrendered upon receipt of the permanent license. To obtain a license, the applicant must submit evidence of current infant/child CPR training, and infant/child first aid training valid through current licensing period. New hires must complete the criminal history background check and a central child protection registry check within three (3) days of hire, and complete training within ninety (90) days of hire. ~~A new applicant must submit evidence that applicant is free from tuberculosis.~~ The applicant must submit proof of completion of a safe sleep class. For license renewal, an applicant must provide proof of ten (10) hours of approved continuing education, with no more than five (5) hours being completed in online courses. An applicant applying for renewal who was previously not required to complete a safe sleep class must complete the class for license renewal. A licensee must be at least sixteen (16) years old and if the licensee is under eighteen (18) years old, the licensee may not be alone with the children.

F. Athletic Childcare Provider: This license is issued to any person providing direct care of children that may be unsupervised in an athletic facility. This requires a criminal history background check and a central child protection registry check meeting the same criteria as all childcare providers; ~~and a tuberculosis test~~. The minimum age for a provider is eighteen (18).

G. Athletic Childcare Owner/Operator: This license is issued to the person primarily in charge of the day to day operation of the childcare portion of the athletic facility. This license requires evidence of criminal history background check and a central child protection registry check, infant/child CPR training, and infant/child first aid training, ~~and a tuberculosis test~~. The minimum age is eighteen (18).

H. Parent/Volunteer and Volunteer License: This license is required for all parents, legal guardians, or other volunteers who provide assistance in the classroom or volunteer to provide a service to the children in any type of childcare facility basis at least twelve (12) hours in any one (1) month or on a daily basis during any hours of operation. This license requires a criminal history background check and a central child protection registry check ~~and a tuberculosis test~~. In order to assure that an emergency responder is present, the parent/volunteer may not be left unsupervised.

SECTION 3. *That section 5.68.110 of the Coeur d'Alene Municipal Code be amended as follows:*

H. Home providers in residential zones shall be allowed one (1) employee who is not a resident or family member ~~may not have an employee unless a special use permit has been obtained;~~

SECTION 4. *That section 5.68.050 of the Coeur d'Alene Municipal Code be amended as follows:*

2. For any license renewal, ~~a the City background check shall be performed~~ a search of the Idaho Courts database.; ~~provided, In addition,~~ every five years, ~~both a City and~~ a State background check shall be performed. Grounds for denial of a license renewal shall be the same as the grounds for denial of a initial license.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. 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.

SECTION 7. After its passage and adoption, a summary of this Ordinance, pursuant to 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 this Ordinance 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 _____, 2025.

APPROVED, ADOPTED and SIGNED this _____ day of _____, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Sections 5.68.020, 5.68.030, 5.68.110, and 5.68.050
of the Coeur d'Alene Municipal Code

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTIONS 5.68.020, 5.68.030, 5.68.110, and 5.68.050 OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. 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 City Attorney for the City of Coeur d’Alene, Idaho. I have examined the attached summary of Coeur d’Alene Ordinance No. _____, amending sections 5.68.020, 5.68.030, 5.68.110, and 5.68.050 of the Coeur d’Alene Municipal Code, 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 _____ day of _____, 2025.

Randall R. Adams, City Attorney

**GENERAL SERVICES/ PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: January 13, 2025
FROM: Mike Becker, Capital Programs Manager, Wastewater Dept.
SUBJECT: Compost Maintenance Project –Bid Award

DECISION POINT: Should the City Council accept the low bid of, and award a contract to, Selland Construction, Inc., for the City of Coeur d’Alene (City) Compost Maintenance Project for the Base Bid amount of \$314,000 and Add Alternative #1 for an additional \$6,000, totaling \$320,000.00?

HISTORY: The Compost Facility has been experiencing an increase in compost production. Currently, in Building #1, crews frequently halt loader operations to exit the equipment and manually assemble or disassemble aeration pipes within the compost piles before resuming work. Additionally, the aerated pipe previously used is no longer available and has been replaced with non-pressurized material, which is prone to collapsing and breaking.

Like Building #2, this project aims to replace the aerated pipe system with a more efficient aeration system integrated into a sloped concrete floor, utilizing the existing blower system. This project is designed to improve compost production by allowing loaders to operate continuously without interruption, reducing the labor required for aeration pipe maintenance, and eliminating the need for ongoing pipe replacements.

FINANCIAL ANALYSIS: On May 2, 2024, the City received three bids for this project, all of which exceeded the 2023/2024 budget. Following a thorough review, the Wastewater Department concluded that rejecting all bids and rebidding the project would be the most beneficial course of action for the City. Based on staff’s recommendation, the City Council approved the bid rejections on May 21, 2024 (RES. 24-041).

For Reference Only	Base Bid	Add Alt #1	5/2/24 Bid
TML Construction, Inc. Hayden, Idaho	\$365,500	\$54,000	\$419,500
Dardan Enterprises Post Falls, Idaho	\$334,400	\$60,683	\$395,083
Apollo, Inc Kennewick, Washington	\$312,699	\$46,799	\$359,498
Engineer’s Estimate:	\$175,000 to \$190,000		

Starting on November 24, 2024, and in accordance with the City’s Procurement Policies and Idaho Code § 67-2805, the City initiated Public Works Construction Re-Bids for this project. On December 18, 2024, the City received the following bids:

RE-BID Bidder	Base Re-Bid	Add Alt #1	12/18/24 Re-Bid
Selland Construction, Inc. Wenatchee, WA.	\$314,000	\$6,000	\$320,000
Dardan Enterprises, Inc. Post Falls, ID	\$334,742	\$11,158	\$345,900
Cameron Reilly Concrete, LLC. Spokane Valley, WA.	\$336,474	\$4,100	\$340,574
Sonray Enterprises, LLC. Sandpoint, ID	\$369,000	\$3,600	\$372,600
ExCav8, LLC. Bonners Ferry, ID	\$406,980	\$4,900	\$411,880
Legacy Contractors Deary, ID	\$444,360	\$8,000	\$452,360
Revised Engineer’s Estimate:	\$390,000		

Following a review of all the bids, the lowest responsive bidder is Selland Construction, Inc. The Wastewater Department has also verified that its bid proposal is complete and responsive. Add Alt #1 is for grinding the existing asphalt floor inside Building #1 and reusing the millings for road construction inside the compost facility. Presently, the Department has the budget authority for both this project and Add Alt #1. (031-022-4353-7310)

PERFORMANCE ANALYSIS: The first 21 days of composting requires the compost piles to aerate within a climate-controlled (dry) environment. As this project involves replacing the existing aeration system with an equivalent one, it is classified as a maintenance project. In accordance with IDAPA § 58.01.16, this does not require approval from the Idaho Department of Environmental Quality for construction. Since the project is located entirely inside Building #1, the construction window will be limited to the drier and warmer summer months (mid-June to mid-September), when compost piles can be located outside of the building.

Although this will be the first time the Wastewater Department will be working with Selland Construction, the company has successfully completed the City’s Kathleen Avenue Project to the satisfaction of the Streets & Engineering Department. It is currently in Active-Good Standing Status with the Idaho Secretary of State and holds the appropriate Idaho Public Works License.

DECISION POINT/RECOMMENDATION: The City Council should accept the low bid of, and award a contract to, Selland Construction, Inc., for the City of Coeur d’Alene (City) Compost Maintenance Project for the Base Bid amount of \$314,000 and Add Alternative #1 for an additional \$6,000, totaling \$320,000.00.



**CITY OF COEUR D'ALENE
WASTEWATER DEPARTMENT
COMPOST MAINTENANCE PROJECT
BID AWARD**



COMPOST BUILDING #1



PIPE AERATION SYSTEM



TYPICAL DAMAGE TO PIPES



COMPOST BUILDING #2



TRENCH AERATION SYSTEM



TRENCH IN-FLOOR VENTS



RE-BID BREAKDOWN

RE-BID Bidder	Base Re-Bid	Add Alt #1	12/18/24 Re-Bid
Selland Construction, Inc. Wenatchee, WA	\$314,000	\$6,000	\$320,000
Dardan Enterprises, Inc. Post Falls, ID	\$334,742	\$11,158	\$345,900
Cameron Reilly Concrete, LLC. Spokane Valley, WA	\$336,474	\$4,100	\$340,574
Sonray Enterprises, LLC. Sandpoint, ID	\$369,000	\$3,600	\$372,600
ExCav8, LLC. Bonners Ferry, ID	\$406,980	\$4,900	\$411,880
Legacy Contractors Deary, ID	\$444,360	\$8,000	\$452,360
Revised Engineer's Estimate		\$390,000	

STAFF'S RECOMMENDATION:

The City Council should accept the low bid of and award a contract to Selland Construction, Inc., for the City of Coeur d'Alene (City) Compost Maintenance Project for the Base Bid amount of \$314,000 and Add Alternative #1 for an additional \$6,000 totaling to \$320,000.00



QUESTIONS FOR STAFF?



**CITY OF COEUR D’ALENE WASTEWATER UTILITY
2024 Compost Facility Maintenance Project**

CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2025, 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 “CITY”, and _____, a corporation duly organized and existing under and by virtue of the laws of the state of _____, with its principal place of business at _____, hereinafter referred to as the “CONTRACTOR.”

WITNESSETH:

WHEREAS the CONTRACTOR has been awarded the Contract for the 2024 Compost Facility Maintenance Project in Coeur d’Alene, according to contract documents, plans and specifications on file in the office of the City Clerk of the CITY, which contract documents, plans and specifications are entitled:

City of Coeur d’Alene – 2024 Compost Facility Maintenance Project

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements to be made and performed by the CITY, as hereinafter set forth, the CONTRACTOR shall perform the work as set forth in the said contract documents, plans and specifications described above, in said CITY, furnishing all labor and materials therefor according to said contract documents, plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents, 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 contract documents, plans and specifications and approved by the Wastewater Superintendent or designee, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR’s actions or omissions in performance of this Contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, including the Standard General Conditions and Supplementary General Conditions applicable to this Project. Certificates of Insurance, providing at least thirty (30) days’ written notice to the CITY prior to cancellation of the policy, shall be filed in the office of the City Clerk.

The CONTRACTOR agrees to maintain Worker’s Compensation coverage on all employees, including employees of subcontractors, during the term of this Contract as required by Idaho Code §§ 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 Idaho Worker's Compensation 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 all insurance coverages required herein, which certificates must be approved by the City Attorney.

The CITY shall pay to the CONTRACTOR, for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed \$ _____, (_____ dollars), as provided in the Bid Schedule. 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%) provided that the estimate is submitted to the CITY by the first Tuesday of the month. Final payment shall be made within 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 EFO00234).

The Work shall be substantially complete within the calendar days listed below (for the Contract Award, as applicable) after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the Standard General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the Standard General Conditions within thirty (30) calendar days after the date of substantial completion.

CONTRACT TIME	CONTRACT AWARD	CALENDAR TIME (DAYS)
Substantial Completion	Base Bid	90 calendar days
Final Completion	any	30 calendar days

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 limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of Five Hundred and no/100 dollars **\$500.00** per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR, as required by Idaho law, must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this Contract except where under this Contract fifty (50) or fewer persons are employed by the CONTRACTOR, in which case the CONTRACTOR may employ no more than ten percent (10%) nonresidents; PROVIDED, however, in all cases the CONTRACTOR must give

preference to the employment of bona fide Idaho residents in the performance of said work pursuant to Idaho Code § 44-1002.

Pursuant to Idaho Code § 67-2359, the CONTRACTOR certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of People's Republic of China.

Pursuant to Idaho Code § 67-2346, the CONSULTANT certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

Pursuant to Idaho Code § 67-2347A, the CONTRACTOR certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

The CONTRACTOR further agrees that, in consideration of securing the business of constructing the works to be constructed under this Contract, recognizing the business in which it is engaged is of a transitory character and that in the pursuit thereof, its property used therein may be outside the state of Idaho when taxes, excises or license fees to which it is liable become payable:

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; and
2. If the 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 are or become liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
3. In the event of its 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 it thereunder 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.

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

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

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

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

CITY OF COEUR D'ALENE

CONTRACTOR

By _____
Woody McEvers, Mayor

By _____
_____ (printed name)
_____ (title)

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Corporate Secretary