



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 Wood, Evans, & English**

**September 11, 2023, 12:00 p.m.**

**Library Community Room**

**702 Front Avenue**

## **AGENDA**

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

- Item 1 Request Approval of Change Order #001 with LaRiviere, Inc., for the C-2 Sewer Line Project, in the Amount of \$95,467.25 – Utility Project Manager Larry Parsons, Wastewater Department.
- Item 2 Request Approval of Amendments to Personnel Rule 26, Appointed Officers and Department Heads, Section 5, Benefits: Vacation Accrual and Compensation for Sick Leave, and Personnel Rule 27, FLSA Exempt Employees, Section 5, Benefits: Maximum Sick Leave Accrual and Cost of Living Increases – Director Melissa Tosi, Human Resources Department.
- Item 3 Request Approval of a Contract with Thorco, Inc., for Installation of Conduit and Fiber to Atlas Waterfront Park, in the Amount of \$85,793.00 – Director Renata McLeod, Municipal Services Department, and Superintendent Todd Feusier, Streets and Engineering Department.

*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 24 hours in advance of the meeting date and time.*

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

**DATE:** 09/11/2023  
**FROM:** LARRY PARSONS, UTILITY PROJECT MANAGER, WASTEWATER DEPT.  
**SUBJECT:** WASTEWATER C-2 SEWER LINE PROJECT – CHANGE ORDER #001

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**DECISION POINT:** Should Council approve Change Order #001 for the C-2 Sewer Line Project, with Lariviere Inc., in the amount of \$95,467.25?

**HISTORY:** Construction started on July 10, 2023, and is currently progressing on the first of 4 phases. Despite the efforts of the contractor to save the existing stormwater line in Mullan Ave., some portions of the storm line could not be retained. New pipe and catch basins will be installed to reconnect storm water system.

**FINANCIAL ANALYSIS:** The following summarizes the financial breakdown for this project. This project was approved by Council for this current fiscal year.

<b>Total Project Budgeted Amount:</b>	<b>\$ 1,600,000.00</b>
Contractor (LaRiviere, Inc.) Awarded Bid:	\$ 1,088,674.50
Change Order #001:	\$ 95,467.25
<b>Total Contract Amount:</b>	<b>\$ 1,184,141.75</b>
Amount Left in Budget	\$415,858.25

As shown above, the contracted project amount will still be well below the project budget amount of \$1.6 million dollars.

**PERFORMANCE ANALYSIS:** Change Order #001, for additional storm water work items that were encountered during construction of the C-2 Sewer Line Project, will cause no significant delay and will repair some outdated storm water facilities. It was necessitated by unforeseen circumstances.

**DECISION POINT/RECOMMENDATION:** Council should approve Change Order #001 for the storm water repairs to the C-2 Sewer Line Project, in the amount of \$95,467.25.

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

**DATE:**            **SEPTEMBER 11, 2023**

**FROM:**           **MELISSA TOSI; HUMAN RESOURCES DIRECTOR**

**SUBJECT:**       **PERSONNEL RULE AMENDMENTS**

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**DECISION POINT:** Should Council approve amendments for Rule 26 – Appointed Officers and Department Heads, and Rule 27 – FLSA Exempt Employees?

**HISTORY:** In 2004, the vacation accruals for department heads were established in a new personnel rule specific to Department Heads. The vacation accruals were extended over fifteen years before the employee would reach the maximum of twenty hours per month. Over the years through collective bargaining with the other employee groups, the City’s negotiation team attempted to extend the other groups’ vacation accruals from reaching the current maximum of ten years to the same fifteen-year accrual, but has not been successful. As vacation accruals are a key recruiting tool, and for equity with other employees, this proposal is to match Department Head accruals with the rest of the City’s forty-hour employees.

For both Department Heads and FLSA exempt employees, the benefit for their Sick Leave Option 1/sick leave repurchase will remain the same. However, instead of receiving a taxed check for the benefit, the payment will be distributed directly into their HRA VEBA account. Currently Lake City Employee’s Association (LCEA) also has their sick leave repurchase contributions placed into their HRA VEBA account. The Department Heads were unanimous with preferring the HRA VEBA payment method. Of the rest of the FLSA exempt employees, 87% preferred the HRA VEBA contribution versus 13% preferred keeping the taxed check option.

For both Department Heads and FLSA exempt employees, the proposed change to the cost-of-living increase will be based on the budget process and what is approved by Council instead of listing an actual percentage that may require a change to the Rules on an annual basis. Generally, Council’s policy has been to approve the same cost-of-living increase to exempt employees as what is negotiated with LCEA in order to keep the overall general employee pay schedule whole (pay grades 1-22). Additionally, since we are now on a bi-weekly pay schedule, cost-of-living increases will occur at the beginning of the pay period that includes October 1.

These proposed amendments to the Personnel Rules have been discussed by the Executive Team and posted for all employees to review.

**FINANCIAL:** There are no changes to costs associated with the Personnel Rule amendments. However, paying the sick leave repurchase into the employees’ HRA VEBA will actually save the City Social Security and Medicare taxes.

**PERFORMANCE ANALYSIS:** Authorizing the above noted Personnel Rule amendments will provide equity within departments, and an up-to-date policy with clear and consistent information.

**DECISION POINT/RECOMMENDATION:** Council should approve the amendments for Rule 26 – Appointed Officers and Department Heads, and Rule 27 – FLSA Exempt Employees.

## **RULE 26: APPOINTED OFFICERS AND DEPARTMENT HEADS**

### **SECTION 1. Purpose/Intent**

The purpose of this rule is to establish consistent rules and policies for appointed officers and Department Heads as defined herein.

### **SECTION 2. Definitions**

For the purposes of this section, the following terms have the following meanings:

- (a) Appointed Officers: The City Administrator, City Attorney, City Clerk and City Finance Director.
- (b) Department Heads: All appointed officers and the Community Planning Director, Fire Chief, Human Resources Director, Library Director, Parks and Recreation Director, Police Chief, Director of Engineering and Streets, Wastewater Superintendent and Water Superintendent.
- (c) City Administrator: The person appointed by the Mayor and approved by the City Council to fill the position of City Administrator in the adopted classification and compensation plan.
- (d) Library Director: The person appointed by the Library Board of Trustees to fill the position of Library Director in the adopted classification and compensation plan.

### **SECTION 3. Conditions of Employment**

- (a) FLSA Exempt: Department Heads are executive exempt employees under the Fair Labor Standards and are ineligible to receive compensatory or overtime pay.
- (b) At Will: Unless specifically agreed to in writing and approved by the city council, Department Heads are at-will employees, with no right to continued employment or employment benefits. This section is not a contract of employment and is not intended to specify the duration of employment or limit the reasons for which a Department Head may be discharged. All provisions of this section will be interpreted in a manner consistent with this paragraph. In the event of any irreconcilable inconsistencies, the terms of this paragraph will prevail. Only a written contract expressly authorized by the city council can alter the at-will nature of Department Heads employment by the City, notwithstanding anything said by the Mayor or City Council. The framework for disciplinary actions and termination contained in this section guides the processes to be taken when a Department Head violates employment policies or fails to adequately perform his/her duties but are not required. Similarly, progressive steps may be implemented in order to encourage improved performance or attitude, but are not required.
- (c) Residency: At the discretion of the City Administrator, Department Heads may be required to reside within a twenty (20) minute driving response time to the city

limits.

- (d) Duties: Department Head duties and responsibilities are outlined in the adopted job description for each position.
- (e) Application of Personnel Rules: Department Heads are subject to the following personnel rules unless otherwise modified by this section:
  - (1) Rule 1, Section 11, Standards of Conduct;
  - (2) Rule 11, Section 4, Sick Leave;
  - (3) Rule 11, Section 5, Bereavement Leave;
  - (4) Rule 11, Section 6, Military Leave;
  - (5) Rule 11, Section 8, Witness and Jury Leave;
  - (6) Rule 11, Section 10, Holidays;
  - (7) Rule 11, Section 11, Family and Medical Leave;
  - (8) Rule 11, Section 12, Retirement Medical Benefit;
  - (9) Rule 19, City Property;
  - (10) Rule 20, Authorization and Procedures for Expense Reimbursement;
  - (11) Rule 22, Drug Policy;
  - (12) Rule 23, Workplace Discrimination, Harassment and Retaliation;
  - (13) Rule 24, Workplace Violence Prevention; and
  - (13) Any other rule that, by its terms, is specifically applicable to Department Heads.
- (f) In addition to the personnel rules listed above, Department Heads must follow all policies and procedures applicable to them that are approved by the city council by resolution.

#### SECTION 4. Initial Appointment

- (a) Appointment:
  - (1) Department Heads (Excluding Appointed Officers and Library Director): Department Heads are appointed by the City Administrator in consultation with the Mayor and the Human Resources Director. The Mayor and a representative of the City Council may serve on the selection committee.
  - (2) Library Director: The Library Director is appointed by the Board of Library Trustees as provided by I.C. 33-2607 and 33-2608.
  - (3) Appointed Officers: Appointed officers are appointed by the Mayor and confirmed by the City Council as provided by I.C. 50-204 and 50-205. In selecting a candidate for appointment the Mayor will consult with the Human Resources Director.
- (b) Compensation: Department Heads will be appointed and paid a salary within the range identified in the currently adopted classification and compensation plan.
- (c) Promotional Appointments: Current city employees who are promoted to a Department Head position will receive a minimum of a 10% salary increase and must use any accrued compensatory time at a rate of at least 40 hours a year until the accrued compensatory leave balance is exhausted.
- (d) Vacation Accrual Credit for Past Work Experience: A newly hired Department Head may be given credit for vacation accrual based on past similar work experience. In order to qualify, the new Department Head must provide their

previous job description and any other relevant information to the Human Resources Director who will review the information to determine if the prior position was sufficiently similar to the adopted job description for the position to warrant vacation accrual credit for the past work experience.

## SECTION 5. Benefits

### (a) Vacation:

(1) Accrual Rate: Vacation accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third disbursement. Vacation leave for Department Heads will accrue as follows:

- (i) 1<sup>st</sup> through 3<sup>rd</sup> Year of Service: 8 hours of leave accrues for each complete month of service; accrued at a rate of four (4) hours per pay period.
- (ii) 4<sup>th</sup> through 5<sup>th</sup> 10<sup>th</sup>-Year of Service: 12 hours of leave accrues for each complete month of service; accrued at a rate of six (6) hours per pay period.
- (iii) 6<sup>th</sup> 11<sup>th</sup> through 10<sup>th</sup> 15<sup>th</sup>-Year of Service: 16 hours of leave accrues for each complete month of service; accrued at a rate of eight (8) hours per pay period.
- (iv) After ten (10) 16 or More Years of Service: 20 hours of leave accrues for each complete month of service; accrued at a rate of ten (10) hours per pay period.

~~(2) Existing Accrual Rate: Department Heads currently accruing leave at a higher rate will continue to accrue leave at their current rate. Future accrual increases will be based on the schedule above.~~

~~(23) Maximum Vacation Accrual: Department Heads may not accumulate more than 360 hours of vacation leave. Any excess vacation leave as of October 1<sup>st</sup> of each year will be forfeited unless used by January 15<sup>th</sup> of the following year unless otherwise approved by the City Administrator in writing.~~

~~(34) Vacation Accrual During Leave: No vacation leave will be accrued after 60 consecutive days of absence.~~

~~(45) Reporting Usage: Vacation usage must be reported on time records in half day increments.~~

### (b) Sick Leave:

(1) Accrual Rate: Sick leave accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third disbursement. Department Heads will accrue ten (10) hours for each month of service; accrued at a rate of five (5) hours per pay period.

(2) Reporting Usage: Sick leave usage must be reported on time records in half day increments.

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(3) Sick Leave Bank: Department Heads are eligible to participate in the sick leave bank.

(4) Maximum Sick Leave Accrual: Department Heads may not accumulate more sick leave than is allowed for other employees as outlined in Rule 11, Section 4.

(5) Compensation for Sick Leave: Department Heads may select either of the two options for compensation for excess sick leave contained in Rule 11, Section 4.

(i) If employee selects Option 1: Employees having accumulated more than the usable balance of sick leave shall be paid for thirty-three and one-third percent (33 1/3%) of the excess leave forfeited on October 1 of each year, and such payment shall be distributed directly into the employee's HRA VEBA account.

(ii) Sick Leave Balance upon Retirement: Sick leave accruals paid out at retirement will be deposited into the Department Head's HRA VEBA account.

(c) Compensation/Performance Based Salary Increases:

(1) Department Heads (Excluding City Administrator and Library Director): All Department Heads are eligible for a pay increase of up to 8% twelve months after their appointment date and annually thereafter based on a performance evaluation by the City Administrator. The City Administrator will consult with the Human Resources Director in performing the evaluation. If the Department Head disagrees with the evaluation, the Department Head may request that the Mayor review the evaluation.

(2) City Administrator: The City Administrator is eligible for a pay increase of up to 8% twelve months after his or her appointment date and annually thereafter based on a performance evaluation by the Mayor. The Mayor will consult with the Human Resources Director in performing the evaluation.

(3) Library Director: The Library Director is eligible for a pay increase of up to 8% twelve months after his or her appointment date and annually thereafter based on a performance evaluation by the library board of trustees in conjunction with the City Administrator.

(4) Maximum Salary: Department Head salaries cannot exceed the maximum amount authorized in the currently adopted classification and compensation plan.

(d) Cost of Living Increases: In addition to performance-based salary increases, Department Heads will receive annual cost of living increases as approved by Council of 2.5%. Cost of living increases will be effective at the beginning of the pay period that includes ~~on~~ October 1<sup>st</sup>.

(e) Car Assignment: The City Administrator will authorize car assignments based upon adopted city policies for vehicle assignment and usage. The Department Head must follow all adopted city policies for vehicle usage.

(f) Severance: The city will provide four (4) months of salary and continuation of the benefits listed in subsection (5)(g) below, to Department Heads except when

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the Department Head voluntarily retires or resigns or is discharged from employment during the first year of employment or as a result of a felony conviction.

- (g) Additional Benefits: Department Heads will receive the same VEBA, medical, dental and vision insurance, Social Security (F.I.C.A.), PERSI, life insurance, and long term disability insurance authorized by the council for the employees represented by LCEA.

## SECTION 6. Organization and Supervision

- (a) Department Heads (Excluding Appointed Officers and Library Director): Department Heads are supervised by the City Administrator.
- (b) Library Director: For organizational purposes, the Library Director coordinates work assignments and reports to the City Administrator. However, the Library Director serves at the pleasure of the Board of Library Trustees and is supervised and evaluated by the Board.
- (c) Appointed Officers (Excluding the City Administrator): For organizational purposes, the appointed officers (excluding the City Administrator) coordinate work assignments, report to, and receive performance evaluations from the City Administrator. However, appointed officers serve at the pleasure of the Mayor and City Council.
- (d) City Administrator: The City Administrator reports to, and is supervised by, the Mayor. The City Administrator serves at the pleasure of the Mayor and City Council.

## SECTION 7. Termination of Employment

- (a) Department Heads (Excluding Appointed Officers and Library Director): Department Heads may be terminated by the City Administrator in consultation with the City Attorney and Human Resources Director. The Department Head may request that the Mayor and City Council review the decision to terminate his or her employment prior to the termination becoming final by filing a written request with the Human Resources Director within 2 business days after receiving written notice of the City Administrator's decision to terminate his or her employment. Prior to the City Council's vote to approve the City Administrator's termination of a Department Head, the Department Head will be provided an opportunity to address the Mayor and City Council and present information concerning his or her pending termination. The City Council may discuss the matter in Executive Session, pursuant to Idaho Code §74-206(1)(b), however the vote on the matter must occur in an open meeting. The Mayor shall not vote except in the case of a tie vote. The City Council shall vote on the matter at the meeting at which the evidence and argument is completed or at the next regularly scheduled meeting, but no later.
- (b) Appointed Officers: Appointed officials will be terminated in accordance with I.C. 50-206. The Mayor and/or City Council will make the determination to terminate the appointed officer in consultation with the City Attorney and Human



Resources Director. Prior to the City Council's vote to approve the Mayor's termination of an appointment officer or to initiate the termination of an appointed officer, the officer will be provided with an opportunity to address the Mayor and City council and present information concerning his or her pending termination.

- (c) Library Director: The Library Director may be terminated by the Library Board of Trustees in consultation with the City Attorney, Human Resources Director and City Administrator consistent with the Board of Trustees' adopted by-laws and I.C. 33-2606 and I.C. 33-2608.

## **RULE 27: FLSA EXEMPT EMPLOYEES**

### **SECTION 1. Purpose/Intent**

The purpose of this rule is to establish consistent rules and policies for FLSA exempt employees other than Department Heads.

### **SECTION 2. Definitions**

For the purpose of this section, the following term has the following meaning:

- (a) **FLSA Exempt:** Employees responsible for management within a city department, and under the day to day guidance and supervision of the Department Head, includes the following positions: Accountant, Assistant Street & Engineering Superintendent, Assistant Wastewater Superintendent, Assistant Water Superintendent, Senior Planner, Attorneys, Comptroller, Deputy Fire Chiefs, IT Network Administrator, Network Specialist, IT Database Application Developer, IT Systems Analyst Coordinator, Police Captains, Project Coordinator, Assistant Project Manager, Project Managers, Building Official, City Engineer/Lead Project Manager, Parks Superintendent, Recreation Superintendent and Capital Program Manager.

### **SECTION 3. Conditions of Employment**

- (a) **FLSA Exempt:** FLSA exempt employees are classified as exempt employees under the Fair Labor Standards Act and are ineligible to receive compensatory or overtime pay.
- (b) **Residency:** At the discretion of the city administrator, certain FLSA exempt employees may be required to reside within a twenty (20) minute driving response time to the city limits.
- (c) **Duties:** FLSA exempt employees' duties and responsibilities are outlined in the adopted job description for each position.
- (d) **Application of Personnel Rules:** FLSA exempt employees are regulated by the personnel rules except as specifically provided by this rule or as otherwise provided by a written agreement.
- (e) FLSA exempt employees follow the observed Holidays listed in Rule 11, Section 10.
- (f) In addition to the personnel rules, FLSA exempt employees must follow all policies and procedures applicable to them that are approved by the City Council by resolution.

### **SECTION 4. Appointment**

- (a) **Compensation:** FLSA exempt employees will be appointed and paid a salary within the range identified in the currently adopted classification and

compensation plan.

- (b) Promotional Appointments: Current city employees who are promoted to a FLSA exempt position will receive a minimum of a 10% salary increase and must use any accrued compensatory time at a rate of at least 40 hours a year until the accrued compensatory leave balance is exhausted.

## SECTION 5. Benefits

(a) Vacation:

- (1) Accrual Rate: Vacation accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third disbursement. Vacation leave for FLSA exempt employees will accrue as follows:
- (i) 1<sup>st</sup> through 3<sup>rd</sup> Year of Service: 8 hours of leave accrues for each complete month of service; accrued at a rate of four (4) hours per pay period.
  - (ii) 4<sup>th</sup> through 5<sup>th</sup> Year of Service: 12 hours of leave accrues for each complete month of service; accrued at a rate of six (6) hours per pay period.
  - (iii) 6<sup>th</sup> through 10<sup>th</sup> Year of Service: 16 hours of leave accrues for each complete month of service; accrued at a rate of eight (8) hours per pay period.
  - (iv) After ten (10) or more Years of Service: 20 hours of leave accrues for each complete month of service; accrued at a rate of ten (10) hours per pay period.
- (2) Existing Accrual Rate: The employee will not lose any vacation leave accrued at the time the employee becomes an exempt employee.
- (3) Maximum Vacation Accrual: FLSA exempt employees may not accumulate more than 360 hours of vacation leave. Any excess vacation leave as of October 1<sup>st</sup> of each year will be forfeited unless used by January 15<sup>th</sup> of the following year unless otherwise approved by the city administrator in writing.
- (4) Vacation Accrual During Leave: No vacation leave will be accrued after 60 consecutive days of absence.
- (5) Reporting Usage: Vacation usage must be reported on time records in half day increments.

(b) Sick Leave:

- (1) Accrual Rate: Sick leave accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third disbursement. FLSA exempt employees will accrue ten (10) hours for each month of service; accrued at a rate of five (5) hours per pay period.
- (2) Reporting Usage: Sick leave usage must be reported on time records in

- half day increments.
- (3) Sick Leave Bank: FLSA exempt employees are eligible to participate in the sick leave bank.
- (4) Maximum Sick Leave Accrual: FLSA exempt employees may not accumulate more sick leave than is allowed for other employees as outlined in Rule 11, Section 4. FLSA exempt employees may select either of the two options for compensation for excess sick leave contained in Rule 11, Section 4. will not receive compensation for accumulated sick leave unless the FLSA exempt employee retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code. The FLSA exempt employee must select sick leave option 1 or 2, found in Rule 11, Section 4.
- (i) If employee selects Option 1: Employees having accumulated more than the usable balance of sick leave shall be paid for thirty-three and one-third percent (33 1/3%) of the excess leave forfeited on October 1 of each year, and such payment shall be distributed directly into the employee's HRA VEBA account.
- (ii) If employee selects Under-Option 2, found in Rule 11, Section 4, upon retirement, FLSA exempt employees (with the exception of Deputy Fire Chiefs) shall be paid for thirty-five percent (35%) of the employee's banked excess sick leave. Deputy Fire Chiefs shall be paid for forty-one (41%) of employee's banked excess sick leave.
- (c) Compensation/Performance Based Salary Increases:
- (1) All FLSA exempt employees are eligible for a pay increase ranging from 5% to 8% 12 months after their appointment date and annually thereafter based on a performance evaluation from the department head.
- (2) Maximum Salary: FLSA exempt employees' salaries cannot exceed the maximum amount authorized in the currently adopted classification and compensation plan.
- (d) Cost of Living Increases: In addition to performance based salary increases, FLSA exempt employees will receive annual cost of living increase as approved by Council of 2.5%. Cost of living increases will be effective at the beginning of the pay period that includes October 1<sup>st</sup>.
- (e) Car Assignment: The city administrator will authorize car assignments based upon adopted city policies for vehicle assignment and usage. The FLSA exempt employee must follow all adopted city policies for vehicle usage.
- (g) Additional Benefits: FLSA exempt employees will receive the same VEBA, medical, dental and vision insurance, Social Security (F.I.C.A.), PERSI, life insurance, and long-term disability insurance authorized by the council for the employees represented by LCEA.
- (1) Social Security for Deputy Fire Chiefs: Acknowledging that a referendum was held resulting in the loss of Social Security coverage for the Deputy Fire Chiefs, the City agrees, in lieu of paying Social Security employer contributions, to contribute 6.2% of the Deputy Fire Chiefs compensation into their PERSI Choice plan with a required minimum employee match of 1%. This applies to any compensation that would have otherwise been

taxable social security wages. If the Social Security tax obligation is, at any time changed for general employees, the City's contribution to the Deputy Fire Chiefs shall also be changed to the then-current Social Security employer rate.

- (2) Administrative On-Call Compensation for Deputy Fire Chiefs: The Fire Chief shall create a quarterly on-call rotating weekly schedule for the Deputy Fire Chiefs. The City agrees to compensate the Deputy Fire Chiefs for a total of one hundred thirty-two (132) hours per fiscal year in recognition of their scheduled on-call service outside of their typical work schedule. The completed annual schedule and hours shall be approved by the Fire Chief and submitted to the Human Resources Director for payment in conjunction with the fire department's annual holiday pay compensation report. If the Deputy Fire Chief does not complete the required on-call hours, compensation will be pro-rated accordingly. Compensation shall be paid on or before December 1<sup>st</sup> of each year for the entire preceding calendar year. Compensation shall be based on Deputy Fire Chiefs' base hourly rate of pay when work was completed and shall be paid once a year.

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

**DATE:** SEPTEMBER 11, 2023

**FROM:** RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR, AND  
TODD FEUSIER, ENGINEERING AND STREETS DIRECTOR

**SUBJECT:** APPROVAL OF AN AGREEMENT WITH THORCO, INC., FOR  
INSTALLATION OF CONDUIT AND FIBER TO ATLAS PARK,  
CONNECTING TO EXISTING FIBER LOCATED AT  
NORTHWEST BOULEVARD AND SELTICE WAY, IN THE  
AMOUNT OF \$85,793.00

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**DECISION POINT:** Should Council approve an agreement with Thorco, Inc., for installation of conduit and fiber to Atlas Park, connecting to existing fiber located at Northwest Boulevard and Seltice, in the amount of \$85,793.00?

**HISTORY:** City staff has been working on solutions to provide fiber to Atlas Park over the past few years. In 2021, the Water Department agreed it would include the conduit and fiber installation with the Seltice Way project it awarded to LaRiviere, Inc., through the competitive bid process. LaRiviere hired Thorco as its subcontract for this segment of the overall project. However, on June 20, 2023, the Water Department sought Council approval to terminate, for convenience, the Contract with LaRiviere prior to the completion of the project. The conduit/fiber project was a section of the Contract that was not completed. The Water Department abbreviated their project scope in order to complete a much-needed water line, for summer water demands, and did not include the installation of the conduit and fiber. In the meantime, staff has been in discussions with Thorco, Inc., (“Thorco”) and the Water Department to determine the best placement for the conduit and have come to the conclusion that a separate project directly through Thorco would be the most reasonable and timely solution. Thorco had already planned the project and outlined their costs, and can give the City a reasonable price to deal direct rather than as a subcontractor. Legal review indicates that awarding this contract to Thorco complies with the bid requirements because it was part of the earlier awarded bid, and any changes reducing the scope of the project can be handled by change order. If the City can move forward quickly with contract approval, Thorco can start the project mid-September and complete it by the end of October. This project is a joint project between several departments to ensure that placement of the line is protected and works for the future connection to water services, and potentially future parks in the northern part of the city. The City will need to hire an additional splicing company to complete connection at the end point in Atlas Park and the connection to the Northwest Boulevard existing fiber in order to connect directly into the City network.

**FINANCIAL ANALYSIS:** The project funding is provided through ignite, and the Streets and Water Departments, with a total budget amount of \$111,840.00. The budgeted amount should be enough to cover the costs for the conduit, fiber, and splicing, noting again that the splicing will be done through a separate contract.

Source	Available Funding
Ignite funding	31,840.00
Streets - Signal	20,000.00
Water	60,000.00
Total:	111,840.00

**PERFORMANCE ANALYSIS:** In order to keep moving forward with fiber to Atlas Park and future needed connections to the North, it is important to complete this segment of fiber. After a few starts and stops, it is now within reach to complete this project before winter.

**DECISION POINT/RECOMMENDATION:** Council should approve an agreement with Thorco, Inc., for installation of conduit and fiber to Atlas Park, connecting to existing fiber located at Northwest Boulevard and Seltice, in the amount of \$85,793.00.

**Scope of Work** – Atlas Fiber Project, connection via Seltice Way to Northwest Boulevard

- To install the fiber conduit by plowing methods and a few isolated bores.
- Install three vaults and install junction boxes at 500' intervals between vaults.
- Install approximately 4000' of 72 fiber cable between the Atlas Park maintenance building and the NW Blvd signal cabinet.
- Install a 12-fiber cable between the Riverstone signal cabinet and the trail vault as well as the maintenance building and the restroom building in the park.

No splicing or terminations are included in this work.

Additional exclusions: Traffic control as required along westbound Seltice for potholing/backfilling operations, asphalt patching as necessary, landscape repair and irrigation repair. Boxes and pipe between the path vault and the restroom and maintenance buildings are assumed to be in place and functional.

The following is a summary of the costs:

Vaults ( 3 )	\$ 14,550.00
Pull Boxes ( 5 )	\$ 9,750.00
Bore Hillside and Bore path	\$ 5,285.00
NW Blvd. box and revisions	\$ 3,891.00
Riverstone boxes and Revisions	\$ 4,677.00
Plow, Equipment, Labor and Pipe	\$ 17,265.00
Revisions at West Path Box	\$ 965.00
1" Irrigation pipe and install	\$ 1,985.00
Fiber Install	\$ 26,325.00
Backfill behind Vac Truck	\$ 1,100.00
<b>Total Project</b>	<b>\$ 85,793.00</b>



**PUBLIC WORKS CONSTRUCTION CONTRACT**  
**for**  
**Atlas Park Fiber Project**

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_, 2023, 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 Thorco, Inc., a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 4950 N. Manufacturing Way, Coeur d’Alene, Idaho, hereinafter referred to as “**CONTRACTOR**.”

**WITNESSETH:**

WHEREAS, after complying with State purchasing laws and the **CITY**’s Purchasing Policy, **CONTRACTOR** was determined to be the lowest responsible bidder; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to accept the lowest responsible bid; and

WHEREAS, **CONTRACTOR** has been awarded the Contract for installation of approximately Four Thousand feet (4,000') of conduit and fiber line, between Atlas Park and Northwest Boulevard signal cabinet, hereinafter referred to as the “Scope of Work,” , which is incorporated herein by reference.

**NOW, THEREFORE,**

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, **CONTRACTOR** shall complete the Work, furnishing all labor and materials therefor according to the Scope of Work. All material shall be of the high standard required by and approved by the **CITY**, and all labor performed shall be of first-class workmanship.

**CONTRACTOR** agrees to receive and accept, as full compensation for furnishing all labor and materials for the Work, an amount equal to the sum of the total for the items list in Scope of Work. The total for each item in the Bid Schedule shall be calculated by determining the actual quantity of each item and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item in the Bid Schedule. The total amount of the contract shall not exceed Eighty-five Thousand Seven Hundred Ninety-three and /100 Dollars (\$85,793.00). For additions or deductions to the Contract amount, the unit prices as set forth in the written bid of **CONTRACTOR** are hereby made part of this Contract.

A request for a progress payment must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Payment shall be made by the end of that calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%) retainage. Final payment shall be made within thirty (30) days after completion of all work and

acceptance by the City Council, provided that **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79).

The Work shall be completed by October 31, 2023, hereinafter referred to as “Contract Time.” The Contract Time shall commence when the Work is actually commenced, but in any event no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

**CONTRACTOR** acknowledges that time is of the essence in this Contract and the failure of **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 **CONTRACTOR** shall fail to complete the Work within the Contract Time, **CONTRACTOR** shall pay to the **CITY**, or the **CITY** may withhold from monies due **CONTRACTOR**, 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.

**CONTRACTOR** shall indemnify, defend, and hold the **CITY** harmless from any and all claims arising from **CONTRACTOR**'s actions or omissions in performance of this Contract, including the actions and omissions of **CONTRACTOR**'s employees, representatives, agents, and subcontractors. In addition, **CONTRACTOR** shall maintain liability insurance naming the **CITY** as an additional insured, and not merely a “certificate holder,” in the amount of at least Five Hundred Thousand Dollars (\$500,000.00) for property damage or for bodily or personal injury, death, or loss as a result of any one occurrence or accident. It is the **CITY**'s intent, and **CONTRACTOR**'s agreement, that **CONTRACTOR**'s liability insurance shall have limits of not less than those provided for by Idaho Code § 6-924. A certificate of insurance shall further provide at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy.

**CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including the employees of subcontractors, during the term of this Contract as required by Title 72, Idaho Code. In addition to a certificate of insurance, **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. Should **CONTRACTOR** fail to maintain the required Worker's Compensation insurance during the entire term hereof, **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability.

Certificates of all insurance required by this Contract shall be filed with the City Clerk.

Pursuant to Idaho Code § 44-1002, ninety-five percent (95%) of the employees engaged by **CONTRACTOR** for the Work shall be bona fide Idaho residents; PROVIDED, where fifty (50) or fewer persons are employed by **CONTRACTOR** for the Work, up to ten percent (10%) may be nonresidents of Idaho; PROVIDED FURTHER, in all cases **CONTRACTOR** shall give preference to the employment of bona fide Idaho residents in the performance of the Work.

In consideration of the award of this Contract to **CONTRACTOR**, and in recognition that the business in which **CONTRACTOR** is engaged is of a transitory character and that

**CONTRACTOR**'s property may be outside the state of Idaho when taxes, excises or license fees to which **CONTRACTOR** is liable become payable, **CONTRACTOR** further 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; and
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 may constitute a lien upon **CONTRACTOR**'s property, **CONTRACTOR** shall secure the same to the satisfaction of the officers charged with the collection thereof; and
3. That, in the event of a default in the payment or securing of such taxes, excises and license fees, **CONTRACTOR** consents that the **CITY** may withhold from any payment due **CONTRACTOR** 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** may be liable.

**CONTRACTOR** further agrees to comply will all the requirements of **Attachment 1**, which is incorporated herein by reference.

Pursuant to Idaho Code § 67-2359, **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 this Contract, be owned or operated by the government of People's Republic of China.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, **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.

THIS Contract, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns. However, **CONTRACTOR** shall not assign this contract, or any part thereof, without the prior written consent of the **CITY**.

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**

Thorco, Inc.

By \_\_\_\_\_  
James Hammond, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_ (printed name)  
\_\_\_\_\_ (title)

ATTEST:

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

## Attachment 1

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

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

**1. Compliance with Regulations**

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

**2. Non-discrimination**

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

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

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

**4. Information and Reports**

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

**5. Sanctions for Non-compliance**

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

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

**Incorporation of Provisions**

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

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