

Coeur d'Alene CITY COUNCIL MEETING

April 2, 2024

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

Council Members McEvers, English, Evans, Gookin, Miller, Wood

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room at **6:00 P.M.**
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 F - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

April 2, 2024

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Terese Fandel: Community of the Holy Spirit

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATIONS:

1. Proclamation – April 2024 as Fair Housing Month

Accepted by: Michael Wendland, Coeur d'Alene Regional Realtors

2. Historic Preservation Commission Updates

Presented by: Walter Burns, Historic Preservation Commission Chairman

F. 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 for those items listed on the agenda.)

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

G. ANNOUNCEMENTS

1. City Council
2. Mayor – Appointment of Dan McCracken to the Historic Preservation Commission.

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

1. Approval of Council Minutes for the March 19, 2024 Council Meeting.
2. Approval of the March 25, 2024 General Services/ Public Works Committee Minutes.
3. Setting of General Services/Public Works Committee Meeting for Monday, April 8, 2024, at 12:00 noon.
4. Approval of the Outdoor Eating Facility Encroachment Permit for The Olympia located at 301 E Lakeside Ave
5. Setting of a public hearing for April 16, 2024 for V-24-01; a Vacation of a portion of Hattie Avenue right-of-way adjoining the northerly boundary of Lot 2, Block 1, Shae Estates

As recommended by Dennis Grant, Engineering Project Manager

6. Approval of **Resolution No. 24-022** - Acceptance of Grant of Easement for Sanitary Sewer Improvements in the Atlas Waterfront Third Addition from the Coeur d'Alene Urban Renewal Agency.

I. OTHER BUSINESS:

1. **Resolution No. 24-023** - Approval to enter into an Interagency Agreement with the Idaho General's Office to accept funding for one detective to participate in the Internet Crimes Against Children (ICAC) Task Force.

Staff Report by Lee White, Chief of Police

2. **Resolution No. 24-024** - Approval of the Guaranteed Maximum Price Amendment with CORE Construction Management, Inc., in the amount of \$5,453,335 for the Police Headquarters Remodel and Expansion and project, and approval of the Guaranteed Maximum Project Cost of \$6,142,312.

Staff Report by Dave Hagar, Police Captain

3. **Resolution No. 24-025** - Approval of a compensation project proposal with AmeriBen, Human Resource Consulting, to review all FLSA exempt classifications.

Staff Report by Melissa Tosi, Human Resources Director

4. **Resolution No. 24-026** - Approval of amendments to Personnel Rule 11, Section 12, Retirement Consultation Benefit.

Staff Report by Melissa Tosi, Human Resources Director

5. **Resolution No. 24-027** - Approval of a contract with Melissa Cole for the design, fabrication, and installation of public art entitled “Green Energy Dragon” at the Advanced Wastewater Treatment Facility biogas flare in the amount of \$75,000.00.

Staff Report by Stephanie Padilla, Accountant

6. **Resolution No. 24-028** - Approval of a Memorandum of Understanding with Emerge CDA, Inc., to provide student scholarships for art classes in the amount of \$25,000.00.

Staff Report by Troy Tymesen, City Administrator

J. ADJOURN

PRESENTATIONS

PROCLAMATION

WHEREAS, on April 11, 1968, President Lyndon Johnson signed the Civil Rights Act of 1968. The 1968 Act clarified the prohibition of discrimination regarding the sale, rental, and financing of housing based on race, religion, national origin, sex (and as later amended) disability, and family status; and

WHEREAS, it has been 56 years since the enactment of the 1968 Act and the community of Coeur d'Alene continues to work together to uphold the Fair Housing law and the principal of equal opportunity on which it is based; and

WHEREAS, this month is deemed Fair Housing month, and should be a celebration of laws and efforts of citizens to remove impediments to equal housing opportunities, and to emphasize and ensure the rights of all citizens in an effort to provide housing choice; and

WHEREAS, Equal opportunity housing can best be accomplished through leadership, example, education, and the mutual cooperation of all those affiliated with real estate industry and the public; and

WHEREAS, the City of Coeur d'Alene supports the on-going efforts of the many organizations, housing and service providers through continued education, and outreach to affirmatively further fair housing;

NOW, THEREFORE, I James Hammond, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April, 2024 as

"FAIR HOUSING MONTH"

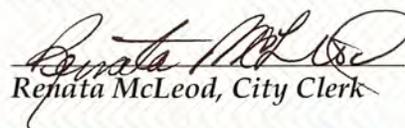
In Coeur d'Alene, Idaho and ask the people to join in reaffirming their commitment to fair housing opportunities for all and to wholeheartedly recognize these rights throughout the year.

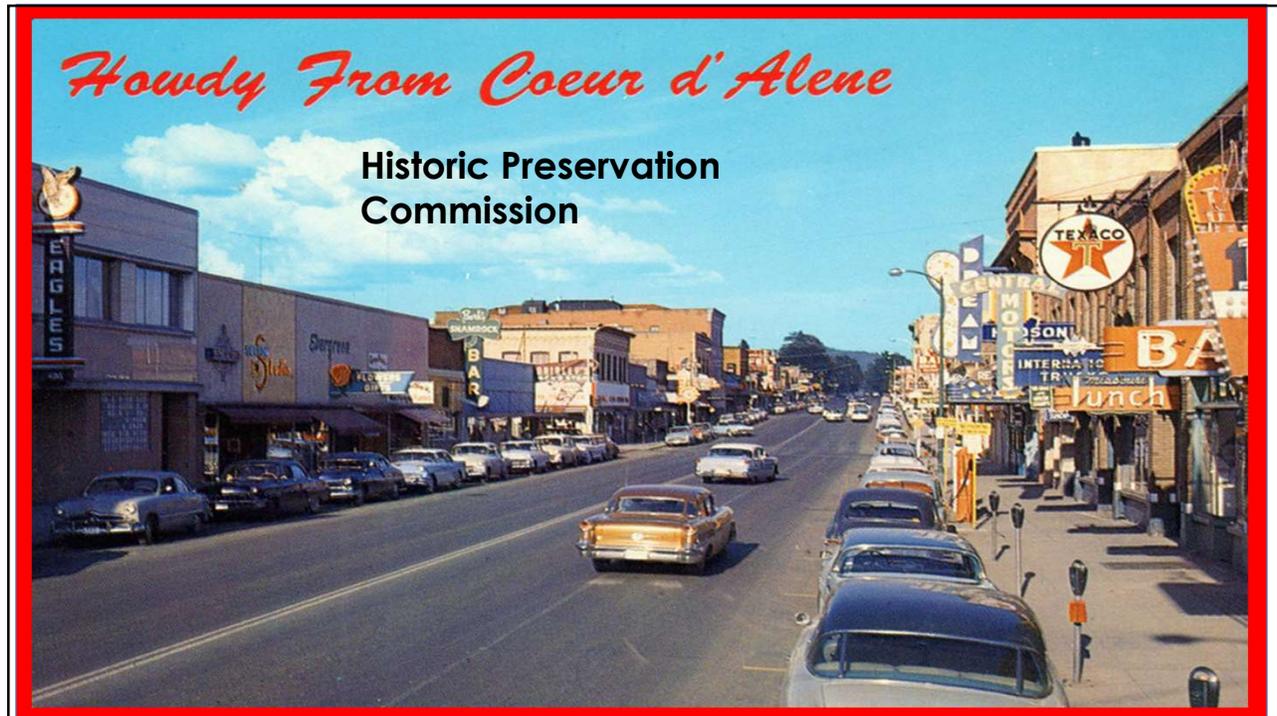
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 2nd day of April, 2024.




James Hammond, Mayor

ATTEST:


Renata McLeod, City Clerk



1

- Began work in 2019
- Our Mission:

To promote the educational, cultural, economic, and general welfare of the public of the City of Coeur d'Alene through the identification, evaluation, and designation of those buildings, sites, districts, areas, structures, and objects that constitute or contain significant elements of historic, architectural, archaeological, and cultural interest reflecting the heritage of the City, the State, and/or the Nation.

2



- Nine Members
- Broad Expertise
 - Architecture
 - History
 - Restoration
 - Archeology
 - Real Estate
 - Contracting
 - Appraisal
 - Preservation

3



- Work closely with State Historic Preservation Office (SHPO)
- Funding from grants/other outside resources
- Benefit from dedication of City Staff

4

 	<h3>Key Accomplishments</h3> <ul style="list-style-type: none">➤ Historic Preservation Plan, 2019 - 2021➤ Hamilton House 2019 - 2021➤ Heart of History Award 2023 – present➤ Build relationship with State 2019 - present➤ Garden District NRHP Nomination
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5

6

Garden District Project

- Started by County HPC in 2019
- Inherited by CDA in 2021
- 520 primary structures
- 400 outbuildings
- Nomination Forwarded to SHPO March 20

7

Key Upcoming Dates

- April 8th – Neighborhood Meeting, 6pm Library Community Room
- May 18th – Idaho State Historic Review Board, Idaho Falls

8



2024 Priorities

- May is Historic Preservation Month
- Focus on Historic Downtown
- Historic Zoning Overlays and Guidelines
- Review of Demolition Process

9



Historic Preservation Month

- Jewett House Reception, May 1, 6pm
- Heart of History Award
- Neighborhood Tours
- Farmers Market
- Mother's Day Open Houses
- Media Coverage

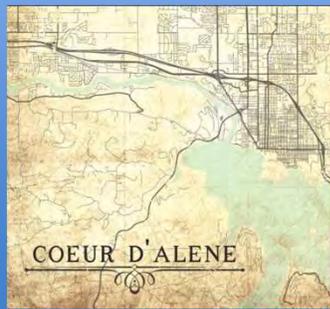
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Focus on Historic Downtown

- Public concerns
- Review and possible update of overlays
- 2024 Grant Application for downtown survey
- Centerpiece of future local historic register

11



Historic Zoning Overlays and Guidelines

- Select historic neighborhood
- Meet with neighborhood residents and groups
- Survey homeowners
- With neighborhood approval adopt guidelines for new construction only

12



Demolition Review

- Require plans before permit to demo older buildings
- HPC review of plans and non-binding suggestions
- Discuss alternatives to demolition
- No infringement on property rights.

13



Crossover Issues

- Short-term rentals
- Infill guidelines
- I-90 widening (IDT)
- Etc.



14




Working Together

Historic Preservation Commission

+

City Government

+

Public Involvement

15

Historic Buildings are Threatened



Roosevelt School
(now The Roosevelt Inn)
Built 1905



The Inland Empire Electric Railway Substation
(Human Rights Education Institute)
Built 1904

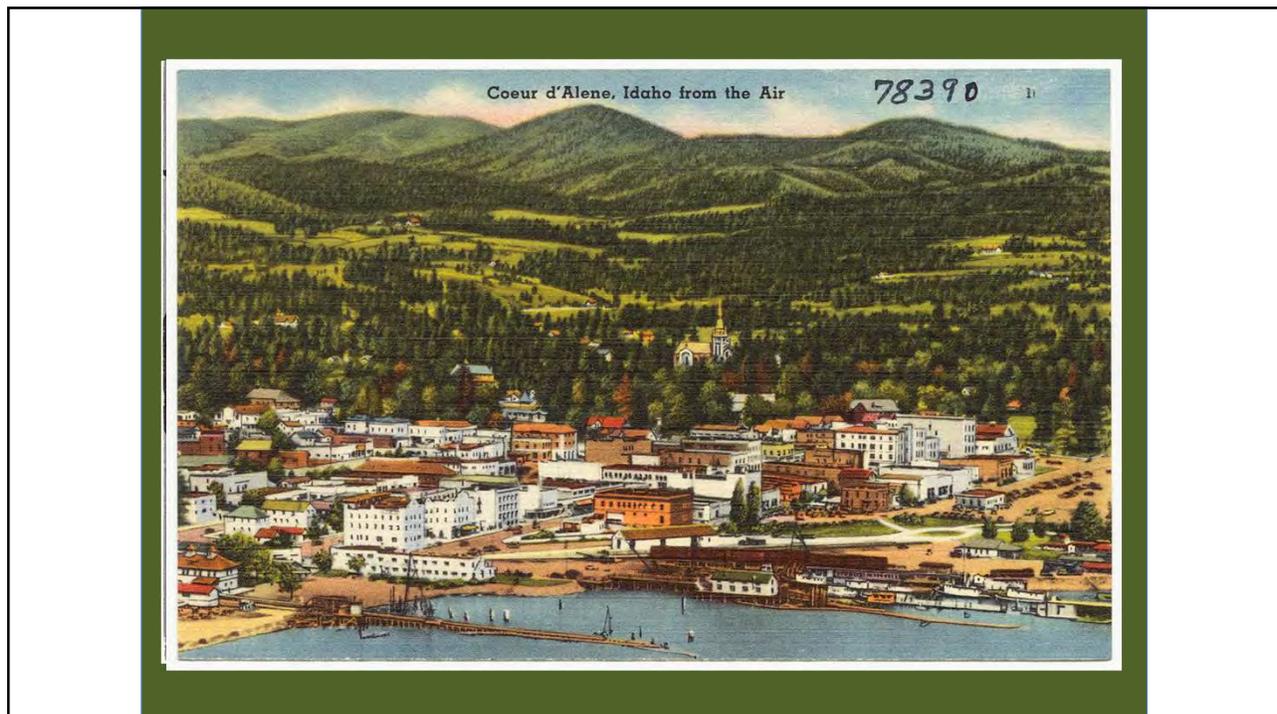
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Tools for Saving Historic Buildings

- Historic Recognition
- Planning
- Public Outreach and Education
- Community Action
- Reuse and Revitalization
- Others

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ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: MARCH 21, 2024

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for the April 2, 2024, Council Meeting:

DAN McCracken
(Appointment)

HISTORIC PRESERVATION COMMISSION

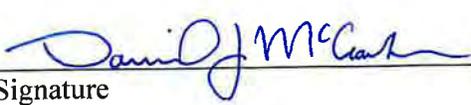
A copy of his data sheet is attached, for your reference.

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
Hilary Patterson, Liaison to the Historic Preservation Commission

City of Coeur d'Alene
Boards/Commissions/Committees
PROFESSIONAL DATA SHEET- APPLICATION

Name: Dan McCracken	Date: 01/19/2024
Full Residential Address: 3602 N Buckskin Road	
Years at Current Residence: 6	In Kootenai County: 17
Home Phone: () 208.651.3131	Business Phone: () 208.769.1422
Cell Phone: () 208.651.3131	FAX: ()
Business Address: 2110 Ironwood Parkway	
Years at Business Address: 3.5	EMAIL Address: dan_mccracken@hotmail.com
Committee/Commission/Board Preference: Historic Preservation Commission	
Area(s) of Expertise: Civil Engineering, Infrastructure, Environmental Restoration, Regional Mining History	
Experience (Please attach a resume) see attached resume	
Education (Circle Highest Grade/Degree Completed) Middle School <input type="checkbox"/> High School <input type="checkbox"/> AA <input type="checkbox"/> BA/BS <input checked="" type="checkbox"/> MA/MS <input type="checkbox"/> Ph.D. <input type="checkbox"/>	
Please list other certifications, awards, etc.: Licensed Professional Engineer (Idaho 14684)	
Committees/Commissions/Boards on which you serve: Present: Coeur d'Alene Basin Natural Resource Trustee Council	
Past: Coeur d'Alene Basin Technical Leadership Group, Bunker Hill Superfund Site Paved Roads Remediation Board	
Comments: Environment and Recreation Focus Team for Envision Coeur d'Alene	
Please list any other community organization involvement: <small style="text-align: right;">Idaho Panhandle Kiwanis (Past), Chamber Leadership Coeur d'Alene 2017</small>	
PLEASE ATTACH AT LEAST ONE LETTER OF RECOMMENDATION	
Signature 	Date 1/19/2024
<p>Please return to: Sherrie L. Badertscher, Administration 710 E. Mullan Avenue Coeur d'Alene, ID 83814-3958 Phone: (208) 666-5754 FAX: (208) 769-2366 Sherrie@cdaid.org</p>	

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 19, 2024

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 on March 19, 2024, at 6:00pm., there being present the following members:

James Hammond, Mayor

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

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

INVOCATION: Michael Maksimowicz with Ignite World Ministries led the Invocation.

PLEDGE OF ALLEGIANCE: Councilmember Miller led the pledge of allegiance.

PRESENTATIONS:

James Fillmore, DarkSky Delegate, accepted the Proclamation declaring April 2-8, 2024 as International DarkSky Week. He noted that the proclamation aims to raise awareness of the splendor of the night sky and the risk caused by inappropriate lighting. Mr. Fillmore said that he gave talks in schools and with private groups and has been frequently told about bright, non-shielded lights across streets or alleyways that bother people at night, affecting their sleep. He also mentioned that aside from human health issues, excessive night lighting also affects wildlife such as birds and insects. With the rise of housing developments in Coeur d'Alene and Post Falls, Mr. Fillmore said that smart lighting ordinances enhance development, and offered himself as a resource person for the city in the development of modern smart code amendments geared towards safety and protection of the human health, wildlife habitat, and having an awesome night sky.

Mayor Hammond read the Proclamation declaring April 6-12, 2024 as the Week of the Young Child which was requested by the Idaho Association for the Education of Young Children. The said proclamation encourages all citizens to work to make a good investment in early childhood in Coeur d'Alene, Idaho.

Fire Chief Tom Greif, Deputy Chief of Operations Jeff Sells, and EMS Officer Steven Jones provided a report regarding the Coeur d'Alene Fire Department (CDAFD) operations. Mr. Greif said that the Fire Department constantly measures and reevaluates their service delivery and is

always on the lookout for opportunities to enhance it. He said that they wanted to report on their response analytics in support of their upcoming request for approval of a third General Obligation Bond in May 2025 which will include replacement of fire apparatus fleet, upgrade and expansion of fire stations, and possible request of additional resources.

Deputy Chief of Operations Jeff Sells noted that they are now using a new reporting software, the NFPA 1710, and started implementing in October which gave them the extra ability to track statistics that they didn't have the ability to track before. He said that in 2023, the CDAFD responded to 10,022 incidents where 78% were EMS of which 113 are cardiac arrest incidents; while 22% were coded as fire incidents composed of 8% calls for assistance, 4% fire alarms, 8% as "other fires," and 2% were structure fires. He explained that NFPA 1710 establishes parameters that they try to comply with regarding staffing and chute times or the time when they received the alarm until they are rolling out the door plus the travel time. He said that their goal is to have 4 minutes or less travel time, noting that only a few districts needed improvement. He specifically noted that the response started crawling over the 4 minutes mark in the areas which include: the hospital district at 3minutes, 58seconds; south of I-90 at 4minutes, and Atlas corridor at 6minutes, 27seconds. Mr. Sells said that the average response time to a reported structure fire was 5 minutes, 38 seconds, and the average response time for full first alarm was 10 minutes, 37 seconds, which is behind the NFPA 1710 recommendation of 8 minutes. Councilmember McEvers asked about the difference between the first and second alarm, to which Mr. Sells answered that the first alarm deploys 14 firefighters on the scene composed of the Battalion Chief, two engines, a ladder truck, and two ambulances; the second alarm adds another Battalion Chief, two more engines and a support vehicle; and then the third alarm gets another Battalion Chief, three more engines and support vehicle. He explained that these response plans are built not just for structure fires but also to consider mass casualty or aircraft accidents. He added that the NFPA 1710 also recommends deployment of 43 firefighters on first alarm of a high-rise fire.

In terms of ambulance response to incidents for the six months period from March 1 – August 31, 2021 to 2023 when Medic 34 was put in service, Mr. Sells reported that the call volume for Medic 31 and 32 decreased by 194 calls. Because of Medic 34, they were able to absorb more calls and still reduce the number of calls for the other two ambulances. Councilmember Gookin requested clarification if there is a demarcation line on calls, with Mr. Sells replying that the ambulances will also respond outside of the city. He added that EMS measure is to achieve 8 minutes response time which they were able to achieve with the addition of Medic 34. Councilmember McEvers asked for the difference of response time between EMS and fire. Mr. Sells clarified that the 4 minutes response time is travel time for structure fire but it also applies to EMS because the assumption in NFPA 1710 is that all engines are basic life support (BLS) and all ambulances are advance life support (ALS), hence the standard is BLS on scene within 4 minutes and ALS on scene within 8 minutes. He further explained that NFPA 1710 is a standard that helps the fire department determine staffing levels and travel times. Councilmember Wood asked what the city has done in the last 10 years and how we compare it with other cities, with Mr. Sells explaining that it is hard to compare with other cities as every fire district manages differently.

EMS Officer Steven Jones noted that in 2023, they had 113 reported cardiac arrests, 60 of which are true cardiac arrests in nature, and they were able to gain return of spontaneous circulation at 52% of the time. Mr. Jones said that they also provided CPR training to over 190 residents in

Coeur d'Alene. He also discussed their new program in collaboration with EMS agencies and Kootenai Health which aims to provide emergent transport for patients from our hospitals to definitive care in Spokane. He said that these are ambulances that will respond with lights and sirens to pick up the patients from Kootenai Health emergency room and then transport them to Spokane. Their turnaround time in the emergency room is less than 10 minutes, decreasing the overall time to deliver patients to Spokane. He added that they were able to transport 7 patients since this program was implemented in December 2023, and their turn around time for these patients is 6 minutes. Mr. Jones also reported that there are a total of 5,026 billable EMS calls that generated a gross of \$4,057,750, of which 62% is paid by Medicare locally, 13% paid by Medicaid, 21% is commercial, and 4% is self-pay. He said that the total revenue contracted to the CDAFD in 2023 is \$2,097,923. Councilmember Wood asked about the triage that they implement before they even get to the hospital, and Mr. Jones replied that they received the Idaho State Time Sensitive Emergency Certification from Kootenai County for having the fastest chute time for EMS responses, most EMS calls, shortest on scene times for all time sensitive emergencies, and shortest turnaround time. He explained that when they diagnose a time sensitive emergency such as a stroke, heart attack, trauma, or sepsis patient, they call and give a radio report to the hospital to provide specific patient information to get the right medical personnel down to the emergency room to help better prepare for the patient's arrival. Councilmember McEvers asked if they also cover areas outside of the city and if it affects the call times, to which Mr. Jones explained that the primary response area of Medic 31 is downtown, but they will be the first paramedic ambulance to respond to go South towards Worley or down to Harrison and sometimes to Saint Maries or the 4th of July pass. Councilmember Miller asked if the Fire Department is also taking into consideration the growth of the elderly population in their projections, to which Mr. Jones replied that they work in collaboration with Kootenai County and EMS to evaluate the need in the last several years which helped to justify Medic 34. Mayor Hammond said that what is most important is that the statistics will help the Council evaluate the next steps in terms of the CDAFD's fleet and facilities.

PUBLIC COMMENTS:

Janice Dailey, Coeur d'Alene, thanked the Council for amending the code to address the street noise from vehicles. She invited the Council to come to her home downtown and spend half an hour in the evening to hear the noise from modified vehicles. She said that it is a burden to residents, and they are willing to work with the Council to address the problem.

Barb Letchet, Coeur d'Alene, noted she appreciated Councilmember Gookin's My Turn column in the Coeur d'Alene Press about the historic district; however, she wished that it was published during the Comprehensive Plan Review. She recalled sending a letter to the Mayor and Council expressing her views regarding the history of downtown being developed away. She explained that the downtown is the origin of the history of Coeur d'Alene, but the development is focused on making money and the attention to the historic downtown and residents were left out of the process. She asked that the public be invited to committee meetings by placing notices in the Press at the beginning of a developer expressing interest in a property. She appealed for more resident involvement in the development of historic downtown.

ANNOUNCEMENTS:

Councilmember Wood commended Mayor Hammond for the wonderful job in presenting the State of the City Address today.

Councilmember Gookin, noted in response to what Ms. Letchet mentioned during the public comment about the downtown, he wondered if the downtown parking and height restrictions, billboards, and the NIC rezoning are still moving forward. With regards to the downtown noise, he recalled that during the discussion on the ordinance, there was a mention about signs that would flash or alert people if the noise was getting too loud and requested the city look into those signs and partner with the Downtown Association. He also shared that he was asked about the process for submitting and approving proclamations. Mayor Hammond said that City Clerk Renata McLeod oversees the request for proclamations, and he will discuss the process with her.

Mayor Hammond thanked the Councilmembers for coming to the State of the City Address and for their hard work and substantial contribution to the efforts to govern the city.

CONSENT CALENDAR:

1. Approval of Council Minutes for the March 5, 2024 Council Meeting.
2. Setting of General Services/Public Works Committee Meeting for Monday, March 25, 2024, at 12:00 noon.
3. Approval of Bills as Submitted
4. Approval of Financial Report
5. Setting of a public hearing for April 16, 2024 for an Appeal by Joan Woodard of DR-1-24AA; CDA Hotel, LLC (Mariott Hotel) located at 602 & 612 E. Sherman Ave.
6. **Resolution No., 24-018** –
 - a. Approval to surplus Police Department vehicles surplus and sell at auction; one 2012 Chevrolet Impala, one 2013 Chevrolet Impala and one 2013 Ford Taurus Interceptor
 - b. Approval to surplus of vehicles and various pieces of used equipment from the Streets and Engineering department and authorize the surplus items to be sold through auction.

MOTION: Motion by McEvers, seconded by Evans to approve the Consent Calendar as presented.

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

RESOLUTION NO. 24-019

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING (“MOU”), WITH THE IDAHO TRANSPORTATION DEPARTMENT (“ITD”) FOR STRATEGIC INITIATIVES LOCAL TRANSPORTATION GRANT PROGRAM FUNDING FOR GOVERNMENT WAY CORRIDOR IMPROVMENTS, INCLUDING TRAFFIC SIGNAL COORDINATION AND ADA UPGRADES, AND APPROVING THE SUPPLEMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH WELCH COMER.

STAFF REPORT: City Engineer Chris Bosley noted that the Council approved a professional services agreement with Welch Comer in August 2023 to begin preliminary design of the traffic signal coordination project on Government Way. He said that the design also included bringing pedestrian ramps into compliance with the ADA in the corridor and applying for Strategic Initiatives funding through the Idaho Transportation Department (ITD) to fund the improvements. He explained that in January 2024 the City was notified that the project was approved for \$4,826,000 in funding. Mr. Bosley said that the cost for the design is \$450,000, which would be funded with the grant. Upon signing the Memorandum of Understanding (MOU), the \$4,826,000 will be transferred to the City to cover project expenses while any unused funds are to be returned to ITD upon project completion. He proposed the approval of the MOU with ITD and the Supplement to the Professional Services Agreement with Welch Comer Engineers to allow the design to move forward and bidding to be advertised for the corridor improvements.

DISCUSSION: Councilmember McEvers asked whether there will be any structural changes in right turn lanes or sidewalks, with Mr. Bosley noting that all the lanes will remain the same with the only physical change on the ground being the upgrade of PED ramps to ADA such as flattened slopes, truncated domes, and detectable warning strips. Councilmember McEvers also asked about programming, to which Mr. Bosley explained that the programming will be done for the city similar to Sherman Avenue and Northwest Boulevard. He added that the city controls the signals.

MOTION: Motion by Evans, seconded by Wood, to approve **Resolution No. 24-019** – Approval of a Memorandum of Understanding with the Idaho Transportation Department for government Way strategic initiatives funding and supplement to the Professional Services Agreement with Welch comer.

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

RESOLUTION NO. 24-020

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING AN IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (“IDEQ”) GRANT SUBAWARD TO IDENTIFY AND DESIGN A SOLUTION TO ELIMINATE STORMWATER FROM DISCHARGING INTO THE SANITARY SEWER SYSTEM NEAR THE PONDEROSA GOLF COURSE.

STAFF REPORT: City Engineer Chris Bosley noted that the Idaho Department of Environmental Quality has awarded the City of Coeur d’Alene with a Grant Subaward worth \$31,005 with a 20% match from the city aimed to identify a solution to eliminate stormwater discharge into the sanitary sewer system on North Hill Drive near Ponderosa golf course. On November 21, 2023, the city entered into an agreement with HMH Engineering to perform the design services. Mr. Bosley requested approval that the City accept the grant identified as DEQ Subaward 5138-00.

DISCUSSION: Mayor Hammond asked how the storm water got into the wastewater system, with Mr. Bosley explaining that at that time they probably had a flooding problem because it is a low area, so they made an intentional effort to channel the water. He said that there were similar problems in other like locations that they took care of last year. Councilmember McEvers asked how much the city can get from the \$31,005 grant, and Mr. Bosley clarified that this will not be a full design but a concept on what they can do because this is considered a planning grant. Councilmember Gookin asked if they will come back to the Council to request funding, and Mr. Bosley said that if the project is simple enough then it can be done in house otherwise, they might come back for a contract.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 24-020** – Acceptance of the IDEQ Planning and Sewer Overflow and Stormwater (OSG) Grant subaward in the amount of \$31,005.00.

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

RESOLUTION NO. 24-021

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF AND AWARDING THE CONTRACT FOR CONSTRUCTION OF THE INDEPENDENCE POINT STORMWATER PROJECT TO TERRA UNDERGROUND, LLC, IN AN AMOUNT NOT TO EXCEED \$653,015.00.

STAFF REPORT:

City Engineer Chris Bosley noted that in 2022, the City of Coeur d’Alene was awarded grant funding through the Idaho Department of Environmental Quality (IDEQ) for the Leading Idaho Subaward Program aimed to fund projects that will reduce phosphorous loading into Lake Coeur d’Alene. He said that the city was awarded funding for three separate stormwater projects with a total of \$1.3 Million. Mr. Bosley explained that the current project is the final project to be completed under the first round of funding and that the project includes a Base Bid and five Add Alternates. He said that the bids were advertised for two weeks, and the bid opening was last March 13 with two bidders: Terra Underground with a total bid of \$653,015.00 and S&L Underground with a total bid of \$936,610.00. Mr. Bosley said that the Streets and Engineering Department recommends awarding the contract to Terra Underground, LLC, as the lowest bidder for the Base Bid plus Add Alternates 1 through 5, for a total of \$653,015.00. He noted that the construction of the Independence Point Stormwater Project is expected to be completed in June 2024 for reimbursement because this is the end of their funding cycle.

DISCUSSION: Mayor Hammond noted that the difference between the bids is substantial and asked if they are comfortable that the lowest bidder will be able to complete the work, with Mr. Bosley replying that they had conversations with Terra Underground and they have a new estimator that put all the bids together and reviewed it and stated that they are comfortable with their numbers. Councilmember Wood mentioned that the Governor’s assistant is in the audience and asked him to tell the Governor that the city is thankful for the assistance. Councilmember McEvers

asked if the department will push all the water to the river, to which Mr. Bosley replied that they will reduce the amount that will be going to the lake, noting that there will be water flowing out of the outfall, but it will be less than there is today. He said that the water will go into subsurface units to discharge into the ground. Mayor Hammond asked if the design is as sophisticated as the treatment provided at Sander’s Beach area, with Mr. Bosley explaining that there is no sand compost aspect so it is not as sophisticated.

MOTION: Motion by McEvers, seconded by Evans, to approve **Resolution No. 24-021** –Bid award and Approval of a Contract to Terra Underground, LLC. for construction of the Independence Point Stormwater Project.

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

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

The meeting adjourned at 7:15p.m.

James Hammond, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

Monday, March 25, 2024
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Woody McEvers, Chairperson **ABSENT**
Council Member Kiki Miller
Council Member Dan Gookin

STAFF

Juanita Knight, Senior Legal Assistant
Lee White, Chief of Police
Dennis Grant, Engineering Project Manager
Melissa Tosi, Director, Human Resources
Randy Adams, City Attorney
Troy Tymesen, City Administrator

In the absence of Council Member McEvers, Council Member Gookin recommended these items move directly to City Council, without recommendation from the GS/PW Committee. Council Member Miller agreed with the recommendation.

Item 1. Request Approval to enter into an agreement with the Idaho Attorney General's Office to accept funding for one detective to participate in the Internet Crimes Against Children (ICAC) Task Force.

(Agenda Item)

Item 2. Setting of a public hearing for V-24-01; a Vacation of a portion of Hattie Avenue right-of-way adjoining the northerly boundary of Lot 2, Block 1, Shae Estates.

(Consent Calendar)

Item 3. Approval of a compensation project proposal with Ameriben, Human Resource Consulting, to review all FLSA exempt classifications.

(Agenda Item)

Item 4. Amendment to Personnel Rule 11: Attendance and Leaves, Section 12, Retirement Consultation Benefit.

(Agenda Item)

The meeting adjourned at 12:05 p.m.

Respectfully submitted,
Juanita Knight
Senior Legal Assistant
Recording Secretary



OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION
Valid March 17 – Nov 1 Annually

New applications or renewals with changes will be submitted to City Council for approval.
The application must be received in the Customer Service Center a minimum of seven (7) days prior to a City Council meeting (first and third Tuesday of each month). Payments are due with the application.

Please mark the appropriate seating location below:

Seating on Private Property

Seating on Public Right of Way
**Encroachment Permit and additional insurance required*

Name of Eating Establishment: The Olympia

Applicant's Name: Ryan Foti Phone Number: "

Contact Person: Same Phone Number: "

Cell Phone: _____ Email: _____

Mailing Address: 301 E Lakeside Ave City/State/Zip: CDA ID 83814

Physical Address: Same City/State/Zip: _____

Completed Application New Renewal
Change in ownership or type of use? No Yes _____
Please specify

Do you hold a current State of Idaho Kootenai County and City of CDA alcohol license? No Yes

If yes, on your State of Idaho alcohol license do you have a restaurant designation? No Yes

Is anyone under the age of 21 allowed in the area inside your establishment where alcohol is served? No Yes

What hours/days is the full menu available? Start 11:30 End 8pm Days Tues - Sat

Please supply a proposed site/seating plan, which is subject to approval and includes the following:

- Show table sizes and chair placement, distance from building (side street 24" tables maximum).
- Show distance to any tree, grate, bench, light post, bicycle rack, news rack, etc.
- What is width of sidewalk from property line to curb?
- Please show location of refuse receptacle and disposal of cigarette remains.
- If within the City sidewalk or City property, provide a Certificate of Liability Insurance naming the City as additional insured (\$1,000,000).
- If within the City sidewalk or City property, complete a signed encroachment application.

CITY OF COEUR D'ALENE
710 E. Mullan Avenue
Coeur d'Alene, ID 83814-3958
(208) 769-2229

HOLD HARMLESS AGREEMENT

I (WE) (APPLICANT) Ryan Foti

IN CONSIDERATION FOR AN OUTDOOR EATING PERMIT LOCATED AT

(ADDRESS) 301 E Lakeside Ave

HEREBY AGREES TO SAVE AND HOLD THE CITY OF COEUR D'ALENE HARMLESS FROM ALL CLAIMS FOR PROPERTY DAMAGE, BODILY OR PERSONAL INJURY, DEATH, OR OTHER LOSS OR DAMAGE RESULTING FROM THE ACTIONS OR OMISSIONS OF

APPLICANT: Rynochef LLC

DOING BUSINESS AS: The Olympia

HIS/HER AGENTS, EMPLOYEES, OR ASSIGNS, IN THE OPERATION, MAINTENANCE, OR PERFORMANCE OF THIS OUTDOOR EATING PERMIT ON CITY PROPERTY OR PUBLIC RIGHT-OF-WAY IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

The Olympia
NAME OF BUSINESS

[Signature]
SIGNATURE

3/12/24
DATE

Owner
TITLE

FEEES

Number of Seats x \$65.12 per seat (Sewer Cap Fee) 22 = \$ 1432.64
*Fee required if not previously included in your original sewer rate seat count.

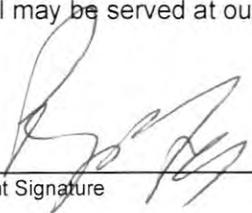
If located on sidewalk or City property, the encroachment fee is \$125.00. + \$ 125-

TOTAL DUE \$ 1557.64

If this is new or a renewal of permit with any changes to site plan or ownership, submit documentation. Please include the following, if within City sidewalk or City-owned property:

- If serving alcohol, submit a site plan indicating proposed location of posts, type of barrier between posts, measurements from posts, and barriers to any obstacles including curbs, trees, grates, benches, etc.
- Mark sidewalk for placement of posts and have the City team inspect and approve markings prior to installation
- Have sidewalk cored and posts installed with caps for winter, at owners expense, after obtaining City Council approval (see attached policy)
- Signs installed at exits\
- Umbrellas must be included on the site plan. NOTE: They must be taller than 8 feet and not hang over the stanchions and into the right of way.

I have read the outdoor eating policy, and agree to abide by the regulations of the City. Further, I understand that no alcohol may be served at outdoor eating tables placed on City property after 10 p.m.


Applicant Signature

3/13/24
Date

Internal Use Only

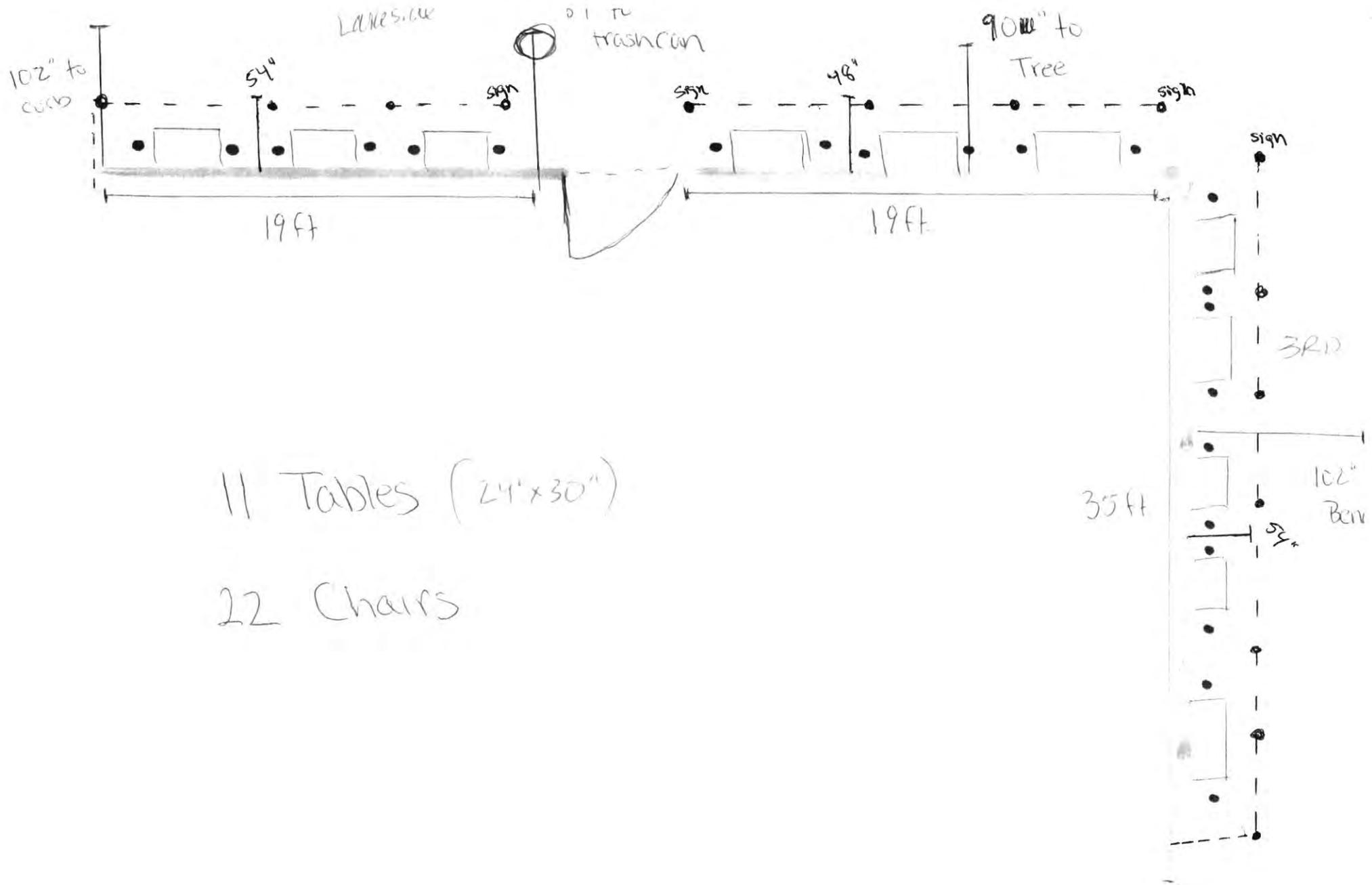
Reviewed and approved on: _____ By: _____

Issued By: _____ Date: _____

Conditions: _____

Denied due to: _____

Date: _____



11 Tables (24"x30")

22 Chairs

General Services/Public Works STAFF REPORT

DATE: March 25, 2024
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-24-01, Vacation of a portion of Hattie Avenue right-of-way adjoining the northerly boundary of Lot 2, Block 1, Shae Estates.**

DECISION POINT

The applicant, Cassandra Lindquist, CL Properties, is requesting the vacation of a portion of Hattie Avenue right-of-way that adjoins the northerly boundary of the property on the south side of Hattie Avenue (114 E. Hattie Avenue).

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Novaks Addition plat in 1964 and then replated to the Shae Estates plat in 2023.

FINANCIAL ANALYSIS

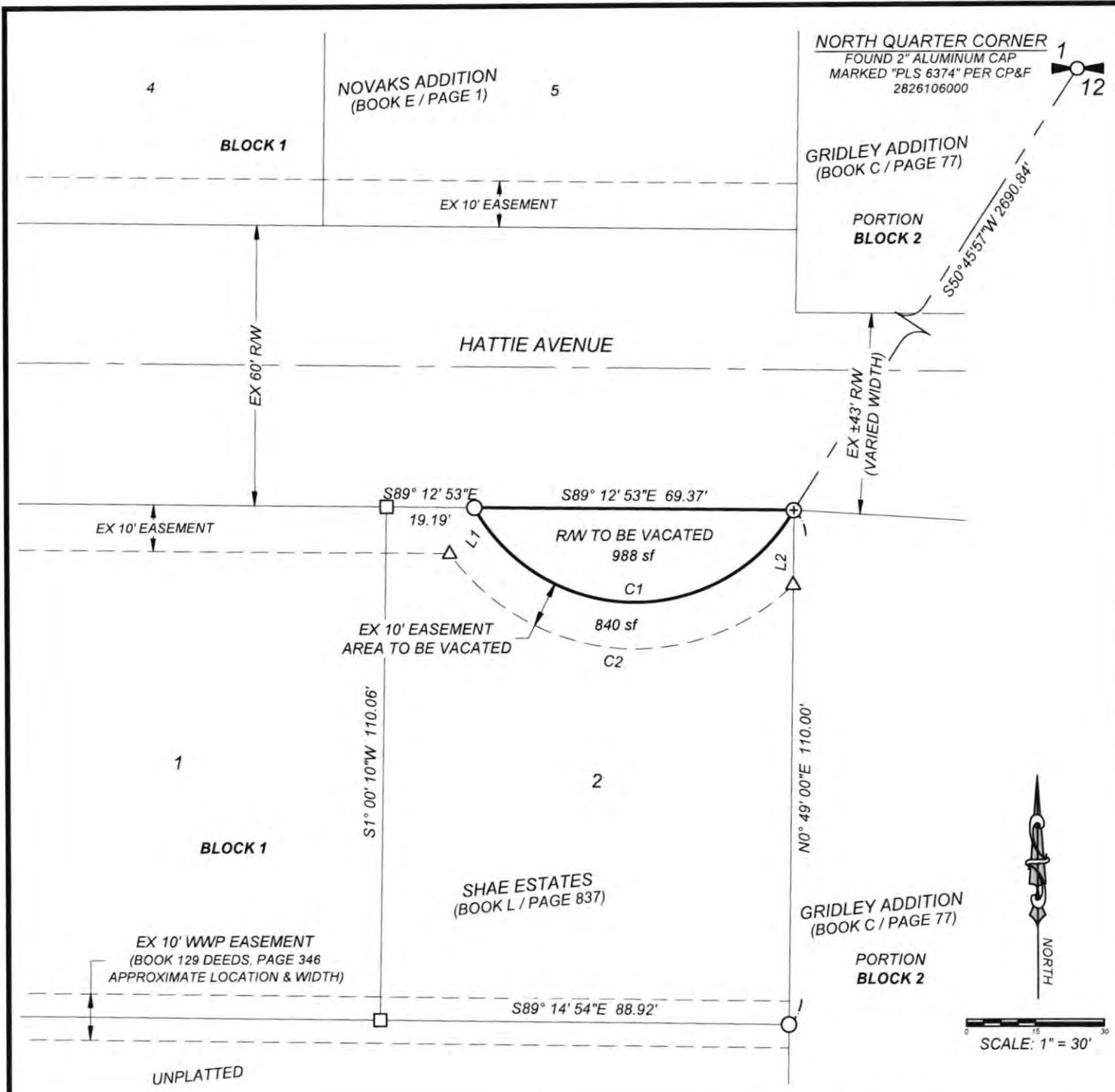
The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 988 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate a portion of public right-of-way on Hattie that was used for a turnaround that no longer exists. All utilities are existing and in place, and there is no foreseeable use for the additional right-of-way. The Development Review Team was informed about this vacation.

RECOMMENDATION

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306 and recommends the setting of a public hearing for the item on April 16, 2024.



NORTH QUARTER CORNER
 FOUND 2" ALUMINUM CAP
 MARKED "PLS 6374" PER CP&F
 2826106000

GRIDLEY ADDITION
 (BOOK C / PAGE 77)

PORTION
BLOCK 2

HATTIE AVENUE

RW TO BE VACATED
 988 sf

EX 10' EASEMENT
AREA TO BE VACATED

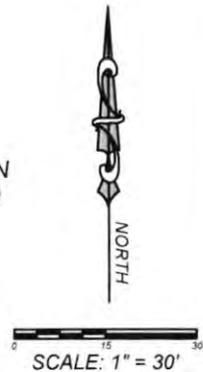
SHAE ESTATES
 (BOOK L / PAGE 837)

GRIDLEY ADDITION
 (BOOK C / PAGE 77)

PORTION
BLOCK 2

EX 10' WWP EASEMENT
 (BOOK 129 DEEDS, PAGE 346
 APPROXIMATE LOCATION & WIDTH)

UNPLATTED



LEGEND

- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- ⊕ FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP
- △ CALCULATED POINT, NOTHING FOUND OR SET

Line Table		
Line #	Length	Direction
L1	11.35'	N29°01'59"E
L2	16.10'	S00°49'00"W

Curve Table					
Curve #	Length	Radius	Delta	Chord	Direction
C1	83.95'	40.0'	120°15'23"	69.37'	S89°12'53"E
C2	84.78'	50.0'	097°09'22"	74.98'	N84°32'56"W

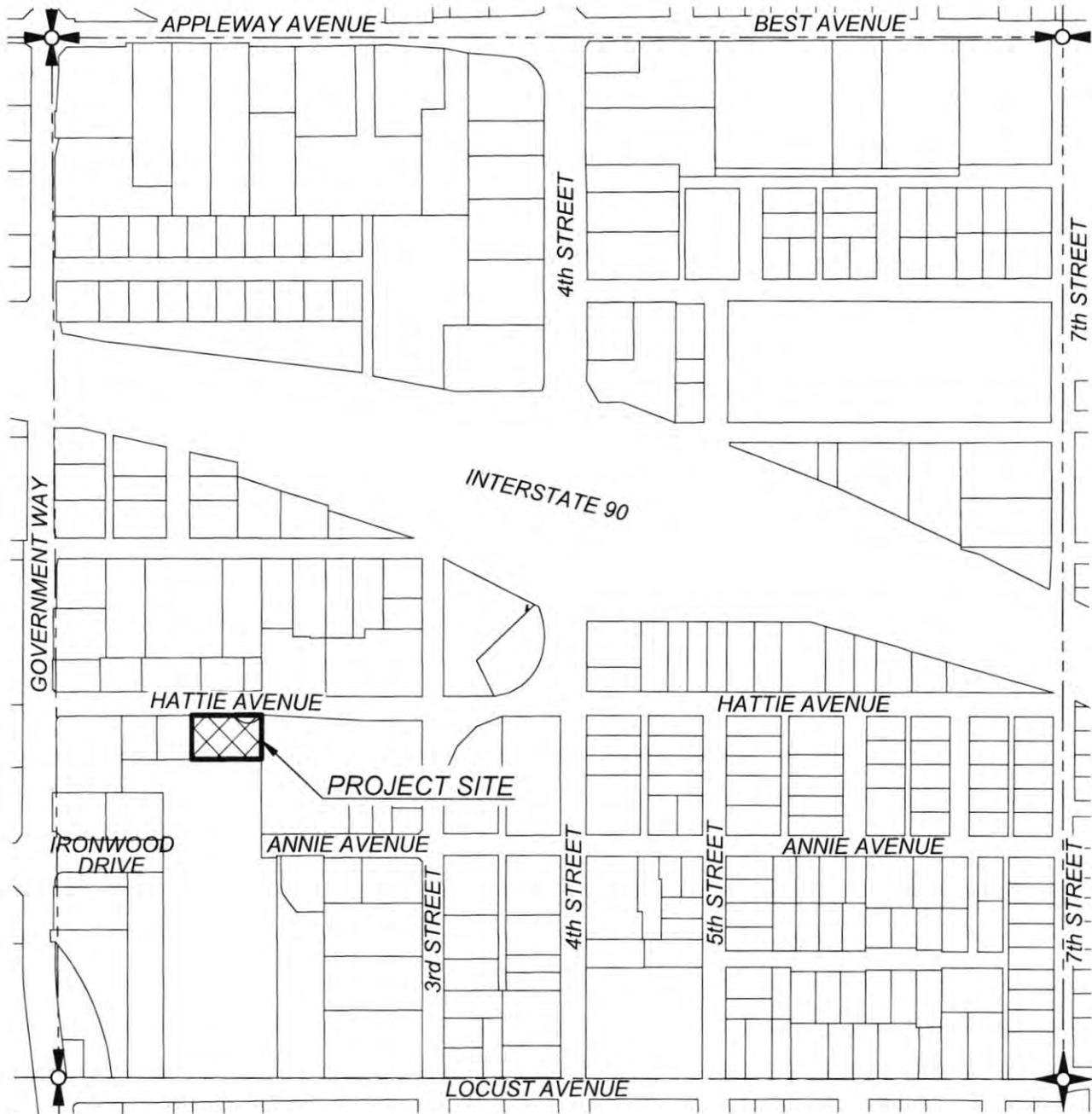


126 E. POPLAR AVENUE
 COEUR D'ALENE, IDAHO 83814
 PHONE: 208.676.0230
 WWW.LAKECITYENGINEERING.COM

Hattie Avenue Right-of-Way Vacation

NW 1/4 of Sec. 12, T 50 N, R 4 W, B. M.,
 City of Coeur d'Alene, K. C., Idaho

DESIGNED BY:	DES
DRAFTED BY:	SMA
SCALE:	1" = 30'
DATE:	03/06/2024
JOB NO:	LCE 23-024.1
FILE:	23-024.1-VAC XBT.dwg



NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST

VICINITY MAP

SCALE 1" = 400'



RESOLUTION NO. 24-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING AN EASEMENT FROM THE COEUR D'ALENE URBAN RENEWAL AGENCY FOR SANITARY SEWER IMPROVEMENTS ON, OVER, ACROSS, AND UNDER TRACTS 1, 2, AND 3 OF ATLAS WATERFRONT THIRD ADDITION.

WHEREAS, the Wastewater Superintendent of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene accept an easement for sanitary sewer improvements from the Coeur d'Alene Urban Renewal Agency, pursuant to terms and conditions set forth in the Grant of Easement attached Exhibit "A" 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 said documents.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City accept an easement for sanitary sewer improvements from the Coeur d'Alene Urban Renewal Agency, 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 the Grant of Easement to the extent the substantive provisions of the easement remains intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to accept the Grant of Easement for sanitary sewer improvements and to sign the Grant of Easement on behalf of the City.

DATED this 2nd day of April, 2024.

James Hammond, 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 GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

Recording Requested By and
When Recorded Return to:

Hawley Troxell Ennis & Hawley LLP
Attn: S.C. Danielle Quade
P.O. Box 1617
Boise, Idaho 83701

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT OF EASEMENT (Sanitary Sewer Improvements)

THIS GRANT OF EASEMENT is made effective this ____ day of _____, 2024 (the “**Effective Date**”), by COEUR D’ALENE URBAN RENEWAL AGENCY, dba ignite cda, a public body, corporate and politic (the “**Grantor**”), and THE CITY OF COEUR D’ALENE, a public body, corporate and politic (the “**Grantee**” or the “**City**”). The Grantor and the Grantee may be collectively referred to as the “**Parties**” and individually referred to as a “**Party.**”

RECITALS

WHEREAS, the Grantor is the owner of that certain real property located in Kootenai County, Idaho, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**”).

WHEREAS, Grantor desires to grant a perpetual, non-exclusive easement on, over, across and under those portions of the Property graphically depicted on **Exhibit B** and legally described on **Exhibit C** and, both of which are attached hereto and incorporated herein by this reference (collectively, “**Easement Property**”), for the uses and purposes set forth herein.

EASEMENT GRANT AND AUTHORIZED USES

1. **Grant of Easement:** Grantor, for themselves, their heirs, successors, and assigns, hereby declares, grants, creates, establishes, and conveys unto Grantee a perpetual, non-exclusive, easement for vehicle, personnel and equipment ingress and egress over, on, under and through the Easement Property, for the purpose of operating, inspecting, testing, cleaning, maintaining, altering, repairing and replacing and other purposes permitted by law or necessary for the proper maintenance and operation of the Sewer Improvements (as defined herein) and the City’s sanitary sewer system (“**Easement**”).

2. **Purposes of this Grant of Easement:** Grantor and Grantee acknowledge that the sole purpose of this Easement is for operating, inspecting, testing, cleaning, maintaining, altering, repairing and replacing and other purposes permitted by law or necessary for the proper

maintenance and operation of the City's sanitary sewer system, which includes the following improvements located on, over, under and across the Easement Property, including without limitation, sewer lines, manholes, and other equipment and improvements necessary for operation of the City's sanitary sewer system (collectively, hereafter the "**Sewer Improvements**"), and the right of vehicle, personnel and equipment ingress and egress for the maintenance, operation and reconstruction of the same.

3. Easement is Perpetual: Grantee is to have and to hold the Easement Property for the uses and purposes of the Easement perpetually.

4. Maintenance and Condition of Easement: Grantee shall keep, maintain, repair, and preserve the Easement Property for the benefit of the public for the purposes of the Easement stated herein. The City shall keep, maintain, repair, and preserve the Sewer Improvements in a manner consistent with its maintenance of other similar City sanitary sewer facilities, and in a good and safe condition. Grantee, at its sole cost and expense, agrees to restore the Easement Property to substantially the same condition as existing immediately prior to commencing any maintenance, repairs, installation or reconstruction on the Easement Property. Grantee shall take all steps necessary to avoid the filing of any mechanic's or materialmen's liens against the Easement Property as a result of such activities related to the operation, maintenance, repair or reconstruction of the Sewer Improvements. Notwithstanding any longer cure periods provided herein, in the event Grantee fails, after being given thirty (30) days' written notice of any default of this Section, specifying such failure to perform its maintenance, replacement, or repair obligations as provided herein in a commercially reasonable manner, or in the event of an emergency or necessary actions to protect the public, Grantor may, at its sole discretion, but without any obligation to do so, exercise self-help and takeover remedies by performing such maintenance or repairs of the Sewer Improvements and bill Grantee for the costs incurred in performing such repairs. Such costs shall be paid or reimbursed by Grantee within thirty (30) days after receipt of the bill or invoice and Grantor shall have all rights and remedies until the same is paid in full by Grantee, provided that such time period for reimbursement to Grantor shall not run during the pendency of any action by Grantee against a third party (or its insurer) that caused such destruction, demolition or damage to the Sewer Improvements necessitating such maintenance or repairs.

Grantor agrees that all underground facilities installed by or for Grantee shall remain the property of Grantee, and removable by Grantee at its option.

It is also understood and agreed that Grantor shall not increase or decrease the existing ground surface elevations within the Easement Property which exists at the time this Easement is executed without obtaining prior written consent of Grantee.

5. No Conflicting Easements: Grantor hereby covenants and agrees it shall not grant any additional easements over the Property which would materially limit Grantee's right under this Easement.

6. Insurance. Grantee shall maintain public liability insurance with limits of no less than \$500,000 per occurrence covering injury or death to any person or damage to any property caused by or resulting from any act, omission, or failure to act of the Grantee or its officers, employees, contractors, agents, successors, or assigns. Grantee shall have the right, at Grantee's

discretion, to accomplish the coverages required herein using, in full or in part, a program of self-insurance.

7. Binding Effect: The promises, covenants, conditions and agreements herein contained shall be binding on each of the Parties hereto and on all parties and all persons claiming such covenants under them or any of them and the rights and obligations hereof shall inure to the benefit of each of the Parties hereto and their respective successor and assigns. All provisions herein contained, including the promises, covenants, conditions, agreements, benefits, and burdens, shall run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.

8. Recitals: The recitals set forth above are hereby incorporated by this reference.

9. Recording: This Easement shall be recorded in the Official Real Property Records of Kootenai County, Idaho.

[Signatures on the Following Pages]

GRANTEE:

CITY OF COEUR D'ALENE,
the independent public body, corporate and politic

By: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____ 2024, before me the undersigned notary public in and for said State, personally appeared _____ known or identified to me to be the _____ of the CITY OF COEUR D'ALENE, the independent public body, corporate and politic, that executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of said City of Coeur D'Alene.

Notary Public for Idaho
My commission expires _____

EXHIBIT "A"

Legal Description of the Property

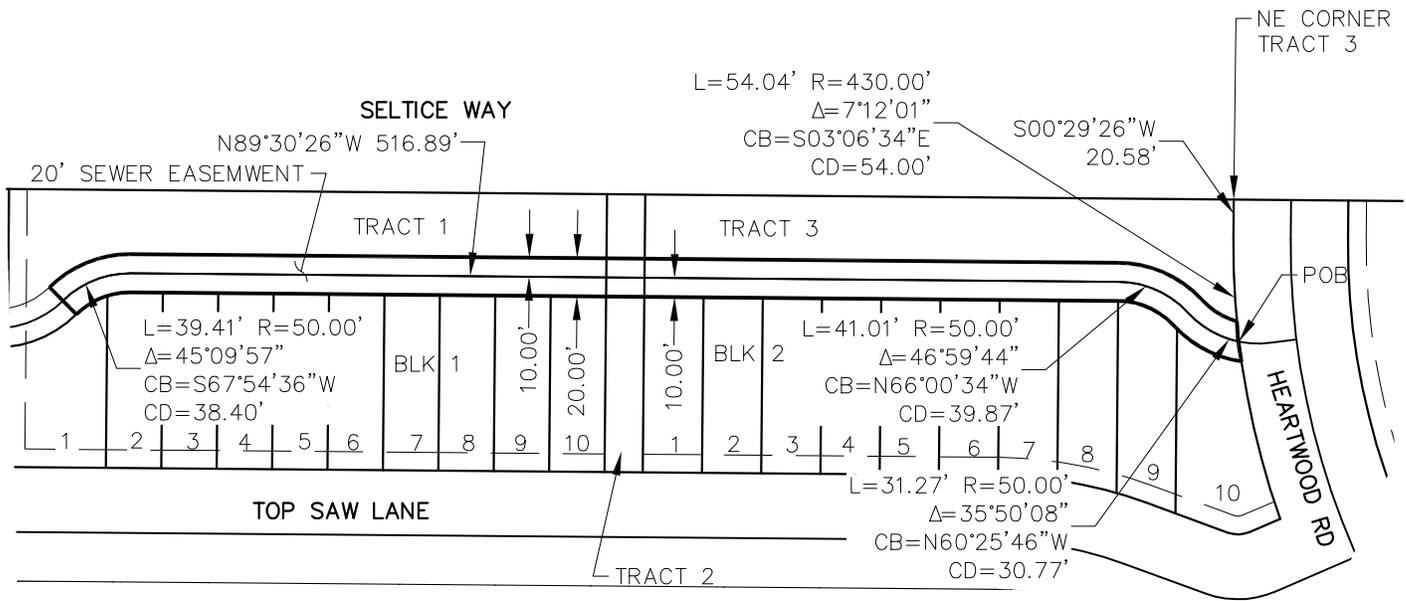
Tracts 1, 2 and 3 of Atlas Waterfront Third Addition, according to the plat thereof recorded in Book L of Plats, Page 867, records of Kootenai County, Idaho.

EXHIBIT "B"

Graphic Depiction of Easement Property

See attached.

EXHIBIT B
SEWER EASEMENT –TRACT 1, 2, AND 3 OF ATLAS WATERFRONT THIRD ADDITION
LOCATED IN THE NORTHWEST QUARTER OF
SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST,
CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO



SCALE: 1"=100'



www.welchcomer.com 208-664-9382
330 E. Lakeside Ave, Suite 101 (toll free) 877-815-5672
Coeur d'Alene, ID 83814 Resolution No. 24-022 (fax) 208-664-5946

EXHIBIT B- EASEMENT
SEWER EASEMENT

PROJECT NO.: 41292.00
DESIGNED BY: MLH
DRAWN BY: TJT
DWG NAME: 41292.00EX16
DATE: 1/25/2024
SHEET NO: Exhibit A
1 OF 1

EXHIBIT "C"

Legal Description of Easement Property

That portion of Tracts 1, 2 and 3 of Atlas Waterfront Third Addition, recorded in Book L of Plats, pages 867-867B, records of Kootenai County, Idaho, described as follows:

A 20 foot wide strip of land being 10 feet each side of the following described centerline:

COMMENCING at the northeast corner of said Tract 3;

Thence along the East line of said Tract 3, South 00°29'26" West, a distance of 20.58 feet to a beginning of a curve to the left having a radius of 430.00 feet;

Thence southerly along the East line of said Tract 3 and along said curve, through an arc length of 54.04 feet, through a central angle of 07° 12' 01", a chord bearing of South 03° 06' 34" East and a chord distance of 54.00 feet to the beginning of a non-tangent curve to the right having a radius of 50.00 feet, said point also being the **BEGINNING** of said centerline:

Thence westerly through an arc length of 31.27 feet, through a central angle of 35° 50' 08", a chord bearing of North 60° 25' 46" West and a chord distance of 30.77 feet to the beginning of a reverse curve to the left having a radius of 50.00 feet;

Thence westerly through an arc length of 41.01 feet, through a central angle of 46° 59' 44", a chord bearing of North 66° 00' 34" West and a chord distance of 39.87 feet;

Thence North 89° 30' 26" West, a distance of 516.89 feet to the beginning of a curve to the left having a radius of 50.00 feet;

Thence westerly through an arc length of 39.41 feet, through a central angle of 45° 09' 57", a chord bearing of South 67° 54' 36" West and a chord distance of 38.40 feet to the **END** of said centerline.

Sidelines to be trimmed or extended to intersect the East line of said Tract 3 on the East.

Containing 12,572 square feet or 0.288 acres, more or less.

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: April 2, 2024

FROM: LEE WHITE, POLICE CHIEF

SUBJECT: APPROVAL TO ENTER INTO AGREEMENT WITH THE IDAHO ATTORNEY GENERAL'S OFFICE TO ADD ONE MEMBER TO THE POLICE DEPARTMENT AND PARTICIPATE IN THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE.

DECISION POINT: Should Council approve the Interagency Agreement with the Office of the Idaho Attorney General and accept funding for one detective to participate in the Internet Crimes Against Children (ICAC) Task Force?

HISTORY: The Police Department was recently contacted by the Idaho Attorney General's Office with a request that the City consider participating in the ICAC task force.

The ICAC task force has been in existence for many years. The Idaho taskforce is one of 62 across the country, and it is tasked with investigating and prosecuting individuals who use the internet or other technology to criminally exploit children.

Cases are generated by the National Center for Missing and Exploited Children (NCMEC) or other established means. and then investigated at a local or state level. In 2023, the State received over 2400 cybertips and Idaho is expected to have nearly 3400 this year. Some of these tips end up being non-criminal in nature, but many become criminal cases regarding sexual exploitation of minors. In Kootenai County in the past five months alone there were 32 new cases assigned for investigation.

PERFORMANCE ANALYSIS: The Idaho Attorney General's Office funds ten (10) paid affiliate positions across the state. These positions are vital to ensure the numerous cases are appropriately handled. The Kootenai County Prosecutor's Office is also an important part of the equation and the County Prosecuting Attorney, Mr. Mortensen, indicated that his office has the desire and capacity to handle the increased caseload.

Because of our current caseload and staffing, the only way the Police Department can take on this additional responsibility is through addition to our overall staffing allocation. If approved, the Police Department would identify one current detective to work in this capacity, transfer that detectives' caseload to another detective, and hire one new officer to backfill the position. The Interagency Agreement can be terminated by either party at any time, without advance notice.

FINANCIAL ANALYSIS: The Office of the Idaho Attorney General pays for salary, benefits, computers and related electronic equipment, and pre-approved overtime associated with the detective position. The City would be responsible for uniforms, equipment, and a vehicle for this detective.

DECISION POINT/RECOMMENDATION: Council should enter into an Interagency Agreement with the Office of the Idaho Attorney General and accept funding for one detective to participate in the Internet Crimes Against Children (ICAC) Task Force.

Internet Crimes Against Children (ICAC) Task Force

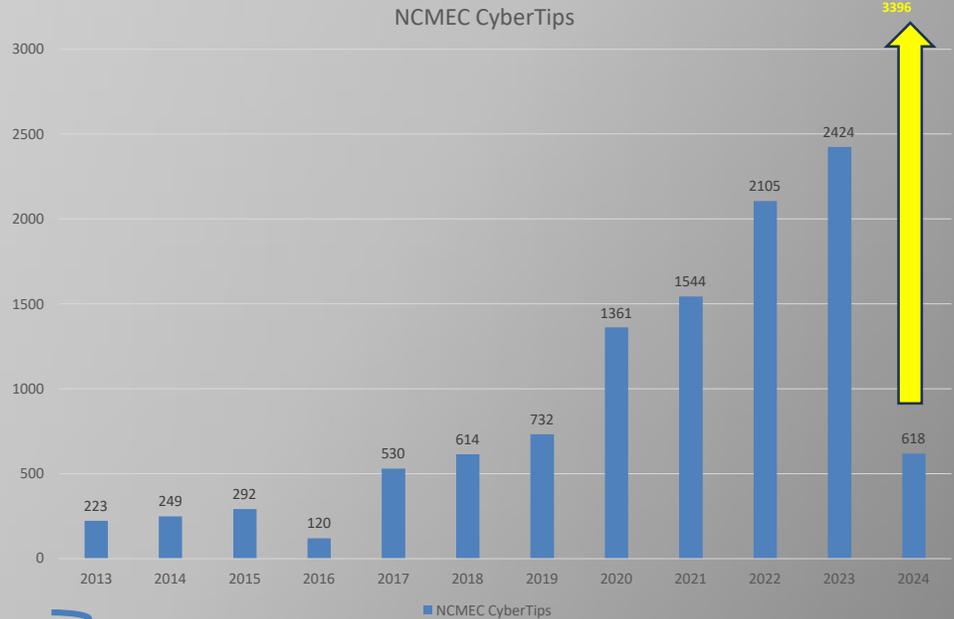


ICAC Overview

- Tips come in through National Center for Missing and Exploited Children (NCMEC) or traditional means.
- Tips are triaged and reviewed, and criminal cases are opened when appropriate.



NATIONAL CENTER FOR
**MISSING &
EXPLOITED**
CHILDREN®



2018 CT's = 614

2023 CT's = 2424

} **300 % increase in 5 years**

By end of 2024, Idaho is anticipated to have received 3396 CT's (Based on JAN and FEB 2023 CT's)

Funding Overview

- Task Force is funded through the Idaho Attorney General's Office (OAG).
- OAG pays for salary, benefits, overtime, and computer and electronic equipment.
- City must pay for vehicle, uniforms and regular police equipment.



Staffing

- One current detective will be assigned to ICAC TF and funded through the Office of Attorney General.
- That detective's current caseload will be reassigned to a new detective.
- The PD will hire one new officer to backfill the additional position.



Questions?

The police department requests authorization to enter into an agreement with the Idaho Attorney General's Office to add one person to the police department for the purpose of participating in the ICAC task force.



RESOLUTION NO. 24-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN INTERAGENCY AGREEMENT WITH THE OFFICE OF THE IDAHO ATTORNEY GENERAL AND AUTHORIZING THE ACCEPTANCE OF FUNDING FOR ONE DETECTIVE TO PARTICIPATE IN THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE.

WHEREAS, the Chief of Police for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Interagency Agreement with the Office of the Idaho Attorney General and accept funding for one detective to participate in the Internet Crimes Against Children Task Force, pursuant to terms and conditions set forth in the Agreement, a copy of which is attached hereto as Exhibit "A" 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 the Interagency Agreement with the Office of the Idaho Attorney General and accept funding for one detective to participate in the Internet Crimes Against Children Task Force, in 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 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 are hereby authorized to execute such Agreement on behalf of the City.

DATED this 2nd day of April, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

INTERAGENCY AGREEMENT
ICAC UNIT TASK FORCE AGENT

This Interagency Agreement ("Agreement") is effective the ____ day of _____, 20__, between the Office of the Idaho Attorney General ("OAG") and the _____ ("Agency"):

I. RECITALS

1. In its 2013 session, the Idaho Legislature amended Idaho Code § 67-1401 and enacted Idaho Code § 67-1410 to establish an Internet Crimes Against Children ("ICAC") Unit within the OAG. Pursuant to these statutes:

A. The ICAC Unit is authorized to conduct a statewide program for the investigation and prosecution of Internet-facilitated crimes against children.

B. The ICAC Unit is under the exclusive control of the OAG.

C. The OAG may receive assistance for the ICAC Unit from, or enter into written agreements with, any law enforcement agency or prosecutor and may renew, suspend or revoke any such agreements at any time.

D. The OAG may designate law enforcement officers employed by local law enforcement agencies or by the State of Idaho to serve as ICAC Unit Task Force Agents ("Task Force Agent"). All Task Force Agents are considered members of the ICAC Unit. Designation of a commissioned law enforcement officer to serve as a Task Force Agent does not constitute employment by the OAG or otherwise create a property right to which due process applies.

E. The OAG may employ attorneys, investigators, and others for the ICAC Unit and may adopt rules necessary to implement the duties and responsibilities set forth in Idaho Code §§ 67-1401(16) and 67-1410.

2. The mission and goals of the ICAC Unit are:

A. To investigate, deter, apprehend, and prosecute persons committing Internet-facilitated crimes against children.

B. To aid local agencies in their investigation and prosecution of Internet-facilitated crimes against children and other crimes involving sexual abuse of children.

C. To train local law enforcement and prosecutors with the goal of creating a network of trained investigators, forensic examiners, and prosecutors throughout the state.

D. To introduce statewide standards for investigations, forensic examinations, and prosecutions of Internet-facilitated crimes against children.

E. To implement crime prevention measures, such as training and community outreach to parents, educators, and law enforcement.

F. To coordinate with local, state, and federal agencies to maximize resources and efficiency.

G. To maintain records and statistics of ICAC Unit activities, including the number of referrals received for investigation, cases referred to outside agencies, investigations conducted, prosecutions pursued, and sentences imposed.

3. In furtherance of these goals and the OAG's statutory responsibilities under Idaho Code §§ 67-1401(16) and 67-1410, the OAG contemplates that:

A. The Chief of the Criminal Law Division will assign at least one Deputy Attorney General ("DAG") to serve as an attorney in the ICAC Unit. The DAGs in the ICAC Unit will be responsible to prosecute all cases investigated by the ICAC Unit, unless a DAG determines that a case investigated by the ICAC Unit should be referred to another office for prosecution. The DAGs in the ICAC Unit will report to the Lead DAG in the Special Prosecutions Unit.

B. The Chief of the Criminal Law Division will assign an investigator to serve as the ICAC Unit's Lead Investigator/ICAC Commander ("ICAC Commander"). The ICAC Commander will be responsible for the oversight, coordination, and direction of the investigators in the ICAC Unit. The ICAC Commander, or his/her designee(s), will prioritize cases to be investigated by the ICAC Unit, administer state and federal grants, develop policies and procedures for investigators in the ICAC Unit, and introduce statewide standards for the investigation of Internet-facilitated crimes against children.

C. The Chief of the Criminal Law Division may assign one or more investigators to serve as Senior Investigators in the ICAC Unit. The Senior Investigators will report to the ICAC Commander and act in his/her place in the ICAC Commander's absence. The Senior Investigators will investigate Internet-facilitated crimes against children and supervise other investigators in the ICAC Unit.

D. The OAG may employ forensic examiners to assist in the examination and analysis of computer-related evidence for the ICAC Unit. These examiners may be assigned additional duties as needed to further the mission of the OAG. The number of

examiners may vary from time to time, depending on ICAC Unit needs and budgetary factors.

E. The OAG may assign one or more designated personnel to oversee individual ICAC Unit operations or categories of operations undertaken by the ICAC Unit.

F. The OAG will provide administrative support for the ICAC Unit, as budgetary factors allow.

G. ICAC Task Force Agents may, at the discretion of the OAG, be designated to work at the ICAC Unit headquarters in Boise, Idaho, or in their own agencies.

H. The OAG may hire additional employees to work in or support the ICAC Unit, as ICAC Unit needs and budgetary factors allow.

4. Idaho Code section 67-2332 provides authority to Idaho public agencies to contract to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized to perform.

5. The Agency desires to participate in the ICAC Unit by having the OAG designate one of the Agency's employees as an ICAC Task Force Agent.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual promises and covenants herein contained, the parties agree as follows:

II. AGREEMENT

1. Designation of ICAC Task Force Agent: The Agency will identify in Appendix A the employee the Agency would like the OAG to designate as a Task Force Agent. The OAG will designate the Agency's employee identified in Appendix A as an ICAC Task Force Agent to work in the ICAC Unit. Any Task Force Agent assigned to the ICAC Unit shall be mutually agreed upon by both parties and comply with the mental health assessment in Appendix D.

2. Time for Performance: The Task Force Agent shall work with the ICAC Unit starting on the date set forth in Appendix A until the OAG or the Agency terminates the Task Force Agent's service or terminates this Interagency Agreement ("Agreement") is terminated by the OAG or the Agency.

3. Scope of Work: As a designated Task Force Agent, the Task Force Agent may be required to perform various duties, including, but not limited to:

A. Conducting and assisting in all phases of investigation by the ICAC Unit, including investigation, undercover operations, monitoring Internet sites, responding to CyberTips, preparation and execution of search warrants, apprehension and arrest of suspects, forensic examination, assisting prosecutors, providing testimony in court, and other duties as assigned pertaining to investigating Internet-facilitated crimes against children.

B. Assisting federal, state, and local law enforcement agencies with investigations and prosecution of Internet-facilitated crimes against children.

C. Assisting in public education and community outreach initiatives, including, but not limited to, interaction with schools, school boards, and civic groups; distributing education materials; and providing training to those interested in giving Internet safety presentations.

D. Developing policies and procedures for the ICAC Unit and standards for the investigation of Internet-facilitated crimes against children statewide.

E. Maintaining records of referrals, cases, prosecutions, convictions, and other matters, as directed by the OAG.

F. Other work that furthers the duties and goals of the ICAC Unit.

4. Location and Assignment of Work: For purposes of this Agreement, the Task Force Agent shall work at the location designated in Appendix A, but the location may be changed at the discretion of the OAG. Assignment of cases to the Task Force Agent shall be at the discretion of the ICAC Commander or his/her designee(s).

5. Financial and Budgetary Support: The OAG shall provide financial and budgetary support for the ICAC Unit. The Task Force Agent shall not spend ICAC funds without prior written approval from the ICAC Commander.

6. Equipment: The Agency, at its sole expense, shall furnish the Task Force Agent designated in Appendix A with the equipment that the Agency has agreed to furnish, as listed in Appendix B. The OAG, at its sole expense, shall furnish the Task Force Agent designated in Appendix A with the equipment that the OAG has agreed to furnish, as listed in Appendix B. Property utilized in ICAC Unit activities shall be maintained in accordance with the policies and procedures of the agency supplying the equipment.

7. Number of Hours Worked – Overtime:

A. The OAG and the Agency contemplate that the Task Force Agent will work the number of hours per week set forth in Appendix A. Additional hours worked on ICAC matters must be approved in advance by the ICAC Commander.

B. For purposes of this Agreement, hours worked on ICAC matters will include training necessary to retain peace officer certification, mental and physical fitness evaluations, and requirements of the Task Force Agent's employment with the Agency. Hours worked on ICAC Unit matters will not include time worked on non-ICAC Unit investigative, administrative, or other matters for the Agency, and will not include specialized training in matters not directly related to the ICAC Unit's mission and goals.

C. All payment for overtime worked by the Task Force Agent on ICAC matters will be paid from the federally-funded ICAC grant, upon pre-approval by the ICAC Commander.

8. Time Records: The Task Force Agent will timely maintain and submit to his/her local law enforcement agency written records of the hours worked for the ICAC Unit, including a description of the matters worked on and type of work performed. The Agency will review and approve such records and submit them to the OAG for reimbursement, monthly, pursuant to paragraph II.10.

9. Work for the Agency: The Task Force Agent may work on non-ICAC Unit matters for the Agency at the request of the Agency, with advance notice to the OAG. The Agency will not be reimbursed by the OAG for time worked by the Task Force Agent on non-ICAC Unit matters.

10. Payment of Salaries and Costs:

A. The OAG will pay the Agency at the rate stated in Appendix A, to reimburse the Agency for the work of the Task Force Agent on ICAC matters. Such payment will be made pursuant to the schedule set forth in Appendix A. Reimbursement will only be for hours actually worked on ICAC-related matters as stated in this Agreement.

B. The OAG will either reimburse the Agency for agreed-upon costs or directly pay Agency costs, as identified in Appendix C.

11. Employment Status of the Task Force Agent: In accordance with Idaho Code § 67-1410(3), the OAG has exclusive control of the ICAC Unit. However, the Task Force Agent, in performing work pursuant to this Agreement for the ICAC Unit and for all other purposes, will remain an employee of the Agency and subject to Agency supervision and will not be an employee of the OAG. The Task Force Agent will be subject to the laws, regulations, policies, and personnel rules applicable to the Agency and will continue to report to the Agency for non-ICAC administrative and other matters not detailed in this Agreement. Conduct outside the scope of the Task Force Agent's duties and assignments under this Agreement do not fall within the oversight of the OAG or the OAG employees identified herein.

12. Federal, State and Local Taxes: The Task Force Agent will be paid directly by his/her local law enforcement agency. Accordingly, the OAG will not withhold any federal, state, payroll or other taxes from reimbursement payments made to the local law enforcement agency. All payroll deductions and withholding or payment of all taxes are the responsibility of the Agency and the Task Force Agent.

13. Benefits: Because the Task Force Agent is not an employee of the OAG, he/she is not eligible for, nor entitled to, and will not participate in the State of Idaho's pension, health, or other benefit plans as an OAG employee.

14. Workers' Compensation: The OAG will not obtain workers' compensation insurance for a non-OAG Task Force Agent. The Agency agrees to obtain workers' compensation coverage as required by law for the Task Force Agent. The Agency must furnish a copy of the Task Force Agent's certificate of workers' compensation insurance to the OAG upon request.

15. Workplace Conduct: If the Task Force Agent is assigned to work in any location under the control of the OAG or the State of Idaho, the Task Force Agent will abide by all policies of the OAG and the State of Idaho regarding workplace conduct. The OAG will provide the Task Force Agent a copy of all OAG policies dealing with workplace conduct upon designation as an ICAC Task Force Agent. For all other purposes, the Task Force Agent is subject to the workplace policies of the Agency.

16. Termination: Either party may, in its sole discretion, immediately terminate this Agreement in its entirety, or as to any individual designated as a Task Force Agent, upon written notice to the other party. In the event of termination, the Task Force Agent shall promptly discontinue all work on behalf of the ICAC Unit. The Task Force Agent and the Agency shall promptly return to the OAG any equipment or property owned by the OAG or furnished pursuant to this Agreement; any passes, cards, or identification for parking or building access; and all data, reports, estimates, summaries, or other information or materials as may have been accumulated by the Task Force Agent or the Agency in performance of the Agreement, whether completed or in process.

17. Investigations and Prosecutions: It is anticipated that the ICAC Unit will be referred cases for investigation and prosecution and that it will receive requests for assistance with local investigations and prosecutions. In order to facilitate the most efficient use of investigative and prosecutorial resources, the OAG and the Agency agree as follows:

A. The ICAC Commander, or his/her designee(s), will prioritize cases for investigation and assistance.

B. The Lead DAG in the Special Prosecutions Unit will assign ICAC Unit cases for prosecution. The OAG will prosecute all cases investigated by the ICAC Unit, unless a

DAG determines on a case-by-case basis that a case investigated by the ICAC Unit will be referred to another office for prosecution.

18. Use of Force:

A. The Task Force Agent will follow the Agency's policies concerning firearms and use of deadly force.

B. The Task Force Agent will follow the Agency's policies concerning less-than-lethal devices. The Agency will ensure that while the Task Force Agent is participating in ICAC Unit operations, the Task Force Agent will carry only those less-than-lethal devices that the Agency has issued to the Task Force Agent and for which the Task Force Agent has been trained in accordance with the Agency's policies.

19. Work Product, Information Sharing, and Records:

A. All documents, including, but not limited to, policies, procedures, standards and other documents prepared by or with the assistance of the Task Force Agent for the ICAC Unit are owned by and for the exclusive use of the OAG and shall not be disclosed to any person without the prior written approval of the Chief of the Criminal Law Division.

B. Investigation reports prepared by the Task Force Agent shall be prepared and maintained in compliance with the OAG's existing policy and procedure, subject to additional numeric or other identification for the use and reference of the ICAC Unit.

C. No information possessed by the ICAC Unit regarding potential, ongoing, or closed investigations, including information involving potential or actual crime victims, shall be disseminated by the Task Force Agent without the prior written approval of the Chief of the Criminal Law Division and in accordance with applicable state and federal laws and the internal regulations, policies, and procedures of the ICAC Unit. Any unauthorized release of information shall be immediately reported to the ICAC Commander or the Chief of the Criminal Law Division.

D. Public records requests directed to the ICAC Unit shall be processed by the OAG. Public records requests directed to the Agency shall be processed by the Agency.

E. At the direction of the ICAC Commander, the Task Force Agent shall prepare periodic summaries or reports of his/her work with the ICAC Unit and submit them to the ICAC Commander for the OAG's records and for dissemination to agencies participating in the ICAC Unit.

20. Media: The Agency and the OAG agree that all media contact, including the issuing of press releases, regarding the ICAC Unit or its activities shall only occur with prior

written approval from the Chief of the Criminal Law Division. Press releases shall be pre-approved by the ICAC Commander and the Chief of the Criminal Law Division.

21. No Authority to Bind the OAG: The Task Force Agent will have no authority to enter into contracts or agreements on behalf of the OAG. This Agreement does not create a partnership between the OAG and the Agency or Task Force Agent and nothing herein shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the OAG and the Task Force Agent in any respect.

22. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory or regulatory authority or responsibilities of the OAG or the Agency, or limiting the OAG or the Agency in the performance of functions granted to them by law, or as requiring the OAG or the Agency to expend any sum in excess of its respective appropriation. All provisions of this Agreement are subject to the laws, ordinances, rules, and regulations applicable to the OAG and the Agency respectively.

23. Fiscal Necessity and Non-Appropriation: The OAG is a governmental entity, and the OAG and the Agency agree and understand that the OAG's payments herein provided for shall be paid from Idaho state legislative appropriations and that the legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the OAG or the State of Idaho beyond the term of any particular appropriation of funds by the Idaho Legislature as may exist from time to time.

24. Liability: The OAG and the Agency shall be responsible and liable only for the acts and omissions of their own officers, agents, and employees in connection with the performance of their duties under this Agreement. All acts and omissions of the Task Force Agent in connection with his/her performance of duties under this Agreement shall be the responsibility of the Task Force Agent and the Agency. In the event of a liability claim, the OAG and the Agency shall each defend their own interests. Neither the OAG nor the Agency indemnifies one another. Nothing in this Agreement shall be construed to confer on any other person or party any rights, remedies, obligations, or liabilities under this Agreement.

25. Confidentiality: The OAG and the Agency agree and understand that any confidential information pertaining to investigations of Internet-facilitated crimes against children shall be held in strictest confidence and will only be shared within the ICAC Unit or with other law enforcement agencies where necessary and as otherwise permitted by state and federal law.

26. Legal Compliance: In performance of this Agreement, the OAG and the Agency agree to comply with all applicable requirements of state and federal statutes, rules, and regulations.

27. Non-Assignment: Neither party to this Agreement may assign or delegate its rights or duties herein to any third party.

28. Modification or Amendment of Agreement: The OAG and the Agency understand that matters not presently contemplated in this Agreement will necessarily be involved in the future administration of this Agreement. This Agreement may be modified in writing by the agreement of the OAG and the Agency at any time. Appendices hereto may be modified in writing by agreement of the parties at any time to provide for changes in personnel, reimbursement rates, and provided equipment while the Agreement remains in effect. No change or modification to this Agreement shall be valid unless it is in writing and signed by both the OAG and the Agency.

29. Notices: Any notice given in connection with this Agreement shall be in writing and shall be delivered, either by hand to the other party, or by certified mail, postage prepaid, return receipt requested, to the addressee provided below or his/her successor, or by e-mail to the e-mail address listed below. Notice shall be deemed delivered immediately upon personal service or e-mail, or forty-eight (48) hours after depositing notice in the United States mail. Either party may change its address by giving written notice of the change to the other party.

TO: Jeff Nye
Chief, Criminal Law Division
Office of the Attorney General
700 W. State Street, 4th Floor
P.O. Box 83720
Boise, ID 83720-0010
jeff.nye@ag.idaho.gov

TO: Name: _____
Title: _____
Agency: _____
Address: _____

Email: _____

30. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

31. Effective Date: This Agreement, including Appendices A through D, supersedes all previous Agreements and shall be in full force and effect from the date of the last signature affixed below.

Signature: _____

_____ Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

_____ Dated

Name: _____

Title: _____

Agency: _____

APPENDIX A
INTERAGENCY Agreement
ICAC UNIT TASK FORCE AGENT

AGENCY: _____

Pursuant to the foregoing Interagency Agreement, the Agency hereby assigns to the OAG's ICAC Unit and the OAG hereby designates as an ICAC Task Force Agent, the following employee of the Agency, who shall serve starting at the time and location indicated. The OAG shall reimburse the Agency at the rate indicated for actual hours worked as a Task Force Agent related to ICAC Unit activities.

I. Employee

Agency Employee Name/Title: _____

Agency Supervisor/Title: _____

Effective date of designation as Task Force Agent: _____

Location assigned: _____

Hours per week: 40 hours per week + pre-approved overtime

Rate	FICA	FICA MED	Unemployment	Workers Comp	PERSI	Disability	Medical/Dental/Vision	Life Insurance

Total Annual Salary & Benefits

Total Loaded Hourly Rate

Total Loaded OT Hourly Rate

II. Method of Reimbursement:

The OAG shall reimburse the Agency, per Section II, paragraphs 8 and 10 of the Agreement. Timesheets and an invoice are to be sent to the OAG monthly by the Agency, and the OAG shall reimburse the Agency for properly submitted invoices within 30 days of receipt. Appendix A will be updated as needed to reflect changes in reimbursement rate or personnel. Any changes to either shall be submitted, unsigned, to the OAG at least 30 days in advance and include all applicable financial information. Change of personnel

INTERAGENCY Agreement / ICAC UNIT TASK FORCE AGENT (Form Revised: 5/8/23)

shall further include dates of resignation and appointment, with no overlap, to facilitate a seamless transition.

III. Overtime Rate:

The overtime reimbursement rate is to be calculated using actual Agency costs and shall only include fixed expenses that increase with the amount of hours worked (e.g., medical insurance).

Signature: _____

Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

Dated

Name: _____

Title: _____

Agency: _____

**APPENDIX B
INTERAGENCY Agreement
EQUIPMENT**

AGENCY: _____

I. EQUIPMENT TO BE FURNISHED BY THE OAG:

Hardware and software used for ICAC investigations housed at the OAG and issued to Task Force Agent (e.g., lap-top computer, desktop computer, copier, printer, computer software, etc.)

Unless otherwise agreed to in writing, equipment furnished by the OAG will remain the OAG's property and shall be returned to the OAG at the conclusion of the Task Force Agent's work for the ICAC Unit.

II. EQUIPMENT TO BE FURNISHED BY THE AGENCY:

Police issue equipment (e.g., uniforms, firearms, ballistic vests, vehicles, etc.)

Signature: _____

_____ Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

_____ Dated

Name: _____

Title: _____

Agency: _____

**APPENDIX C
INTERAGENCY AGREEMENT
COSTS**

AGENCY: _____

I. COSTS TO BE REIMBURSED TO THE AGENCY:
(Detail any costs to be reimbursed or indicate "Not Applicable")

Method of Reimbursement:

II. COSTS TO BE PAID DIRECTLY BY THE OAG:
(Indicate any costs to be paid or indicate "Not Applicable")

Costs as outlined in Appendix A.

Signature: _____

_____ Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

_____ Dated

Name: _____

Title: _____

Agency: _____

APPENDIX D
INTERAGENCY AGREEMENT
MENTAL HEALTH

Purpose:

To bring suspects to prosecution, Internet Crimes Against Children (ICAC) investigations routinely require Task Force Agents to view and describe images and videos of children being sexually abused, raped, tortured, and violated by adults. The repeated viewing and description of these traumatic events can inflict a significant mental toll on ICAC Task Force Agents and has the potential to lead to long-term mental health problems for the Task Force Agents. In an effort to proactively protect the mental health, wellness, and resiliency of ICAC Task Force Agents within the ICAC Unit, the Office of the Attorney General (OAG) requires Task Force Agents to participate in comprehensive and integrated quarterly resiliency visits, both individually and as a unit.

Procedure:

1. Mental health evaluations will be performed by a qualified specialized clinical psychologist selected by the OAG.
2. The required quarterly resiliency visits will consist of the following:
 - a. Group debriefing – up to 4 hours
 - i. Options to process emotional experiences related to job duties (i.e., viewing graphic material related to child victimization, offender/victim interviews, operational execution, etc.)
 - ii. Psychoeducation on secondary trauma, vicarious trauma, compassion fatigue, and suicide
 1. Early warning signs
 2. Assessment tools
 3. Interventions
 - iii. Current evidence-based practices to decrease trauma symptoms including, but not limited to:
 1. Intrusive thoughts or images
 2. Sleep difficulty
 3. Memory impairment
 4. Difficulty with sustained attention and concentration
 5. Increased aggression and/or anger
 6. Poor emotion regulation
 7. Increased substance use
 8. Relational challenges (i.e., marital conflict, divorce, parenting difficulty, etc.)

- b. Individualized debriefing to address the same issues addressed in the group debriefing in a more confidential and personalized manner – up to 1 hour per Task Force Agent
- 3. If a Task Force Agent requests to be removed from the ICAC Unit as a result of counseling at a resiliency visit, the Task Force Agent may not work within the ICAC Unit and the Agency will make reasonable efforts to place the Task Force Agent in a comparable position within the Agency. The Agency will then explore a suitable replacement for the Task Force Agent.
- 4. The resiliency visits will take place in a location designated by the OAG.

Costs:

Costs for the resiliency visits, travel, and accommodations will be paid by the OAG.

IN WITNESS THEREOF, the respective parties hereby give their consent and do execute Appendix D.

Signature: _____

Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

Dated

Name: _____

Title: _____

Agency: _____

Signature: _____

Task Force Agent

Dated

Name: _____

Title: _____

Agency: _____

INTERAGENCY Agreement / ICAC UNIT TASK FORCE AGENT (Form Revised: 5/8/23)

**CITY COUNCIL
STAFF REPORT**

DATE: **April 2, 2024**

FROM: **Dave Hagar, Police Captain**

SUBJECT: **Guaranteed Maximum Price and Gross Maximum Project Cost Proposal
for the Police Headquarters Addition and Remodel**

DECISION POINT: Should the City Council approve the Guaranteed Maximum Price for Construction with CORE Construction in the amount of \$5,453,335 for the Police Headquarters Addition and Remodel project and approve the Guaranteed Maximum Project Cost of \$6,142,312?

HISTORY: The original police station was built in 1999 when there were 75 staff members. Members who moved into the building state that it was full the day they moved in. The Police Department is currently allocated 121 positions, a 61.98% increase.

In May 2021, the Police Department engaged the services of a consultant in connection with the expansion of the existing police facility for the purposes of increasing the locker room size and adding additional office space. This project was necessitated due to the fact that the locker room was full, leaving no space for uniform, equipment, or gear storage, and the fact that office space was extremely limited, requiring the sharing of desks or, in some cases, leaving officers with no workspace at all. The consultant provided a plan that would address the space issues and estimated a cost of \$4.5M to complete the project. This cost was presented to the City Council which authorized \$4.5M in ARPA funds for the project.

The Police Department then engaged the services of CORE Construction to review the suggested design. CORE identified several details that greatly increased the cost of the project due to the relocation of all utility lines, problematic roof line reconstruction, and an infill portion of the current atrium that caused several challenges to construction and increased costs. The updated construction estimate was nearly \$12M. As a result, the expansion of the current building was determined to be financially impossible.

In the meantime, the City purchased the lot to the north of the existing Police building and an Architect was selected to conduct master planning and design of an expansion building connecting to the existing building. The top priorities remained to provide adequate locker room space and additional office space. The design resulted in a 5,400 square foot new structure for locker rooms and a 1,110 square foot remodel of the existing locker room to provide ten additional cubicle spaces. Further expansion of the new building is planned for a future phase.

Several other construction related costs have escalated and brought the cost of the project to \$6,142,312. The architect, contractor, and city staff worked through a value engineering process

to reduce the costs by over \$900,000, which included construction material and finishing changes, reduction of parking spaces from 76 to 41, maximum reduction of square footage, and other mechanical changes.

FINANCIAL ANALYSIS: The Guaranteed Maximum Price of the project is now \$6,142,312. The City has allocated \$4,500,000 in ARPA Funds and the Police Department has \$479,124 in Impact Fees to apply to the project. The difference between the cost and the previously allocated ARPA Funds and Impact fees is \$1,164,188, which is requested to come from fund balance.

PERFORMANCE ANALYSIS: The value engineering cuts that have been accomplished have reduced the building to the minimum necessary to provide some relief to the workspace needs of the Police Department. There are no additional cuts that could be applied to the new building that would not render it insufficient to address the needs.

DECISION POINT/RECOMMENDATION: Council should approve the Guaranteed Maximum Price for Construction with CORE Construction in the amount of \$5,453,335 for the Police Headquarters Addition and Remodel project and approve the Guaranteed Maximum Project Cost of \$6,142,312.

CDA Police Gross Maximum Price (GMP) and Construction Contract



1

How did we get here?

- Current building 1999 with 75 staff members
- We now have 121 staff members (61.98%)
- The current building was full the day they moved in



2



View from the northwest



3



View from the east



4



View from the northeast



5



View from the northeast



6



Schematic design
of the reclaimed
locker space
1,110 Square Feet



7

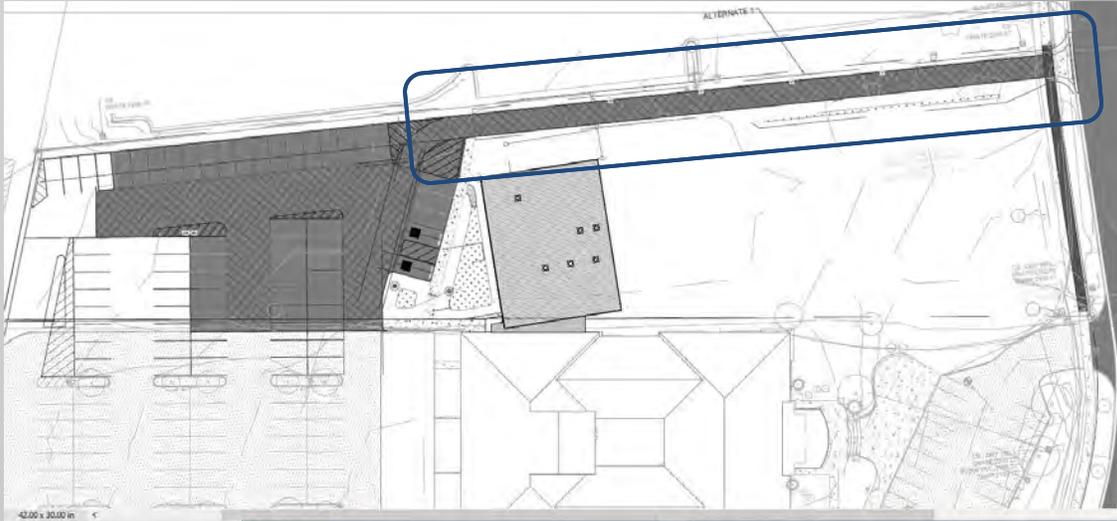


Schematic design
of the new locker
space, 5,400
square feet



8

Northern Driveway Approach and Electronic Access Control



Additional cost of \$207,747



Included in GMP

Precast Stained Wall for an added cost of \$29,036



Additional Alternates Not Recommended

- **Additional windows in the remodel \$38,000**
- **Masonry and Steel Fence \$270,854**
- **Celling Baffles at Entrance \$25,381**
- **Additional Personal Storage Lockers \$10,770**



Financial Overview

GMP	\$5,453,336	ARPA	\$4,500,000	
<u>Included</u>		Impact Fees	\$478,124	
North Drive				
Precast wall				
Builder Contingency	\$148,927			
GMP for CORE Construction	\$5,453,336			
Design Services, Pre-construction, Surveying, Special Inspections	\$688,977			Needed from General Fund
Total Project Cost	\$6,142,312		\$4,978,124	\$1,164,188



Summary

- **The Police Department requests approval of a Gross Maximum Construction Cost of \$5,453,335 with CORE Construction.**
- **The Police Department requests approval of a Gross Maximum Project Cost of \$6,142,312.**



RESOLUTION NO. 24-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A GUARANTEED MAXIMUM PRICE AMENDMENT TO THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES AGREEMENT WITH CORE CONSTRUCTION MANAGEMENT, INC., FOR THE POLICE HEADQUARTERS REMODEL AND EXPANSION PROJECT.

WHEREAS, pursuant to Resolution No. 22-033, adopted the 2nd day of August, 2022, the City of Coeur d'Alene entered into a Construction Manager/General Contractor Services Agreement with CORE Construction Management, Inc., for the Police Headquarters remodel and expansion project; and

WHEREAS, it is recommended that the City of Coeur d'Alene approve the Guaranteed Maximum Price Amendment, pursuant to terms and conditions set forth in the agreement, a copy of which is attached hereto as Exhibit "A" 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 a Guaranteed Maximum Price Amendment to the Construction Manager/General Contractor Services Agreement with CORE Construction Management, Inc., for the Police Headquarters remodel and expansion project, 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 Amendment to the extent the substantive provisions of the Amendment remain intact.

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

DATED this 2nd day of April, 2024.

James Hammond, 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 GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

DRAFT AIA® Document A133™ - 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment No. 1 dated the « » day of « » in the year « », is incorporated into the executed AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated «05/25/22 » (the “Agreement”)

for the following **PROJECT:**
(Name and address or location)

«Police Department Headquarters Remodel and Expansion »
«3818 N. Schreiber Way »
«Coeur d'Alene, ID 83815 »

THE OWNER:
(Name, legal status, and address)

«City of Coeur d'Alene »
«710 Mullan Avenue »
«Coeur d'Alene, ID 83814 »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

«CORE Construction Management, Inc. »
«3036 E. Greenway Road »
«Phoenix, AZ 85032 »

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed «Five Million, Four Hundred Fifty-Three Thousand, Three Hundred Thirty-Five and No/100 Dollars » (\$ «5,453,335.00 »), subject to additions and deductions by Change Order as provided in the Contract Documents.

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.

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

AIA Document A201™-2017, 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.

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§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

«See attached Exhibit A.1 – GMP Summary Sheet, dated 03.21.24, 1 page. »

Notwithstanding the itemization above, there is one overall Guaranteed Maximum Price and the individual line items are not separate price maximums. The Construction Manager shall be permitted to reallocate the individual line items and to provide an updated Schedule of Values to the Owner that reflects any such reallocation at its sole discretion, provided that it does not exceed the Guaranteed Maximum Price.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item

See attached Exhibit A.2 – Basis of GMP, dated 03.21.24, 14 page(s).

§ A.1.1.5.2 Intentionally deleted.

§ A.1.1.6 Unit prices, if any:

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

Item

N/A

Units and Limitations

Price per Unit (\$0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The Date of Commencement of the Work shall be pursuant to Section 3.3.1.2 of the Agreement.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the Date of Commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than «03/04/25»; («336 ») calendar days from the Date of Commencement of the Work.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

See attached Exhibit A.4 – Project Baseline Schedule, dated 03/21/24, 5 page(s).

Substantial Completion Date

03/04/2025

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

«See attached Exhibit A.3 – Enumeration of Documents, 5 page(s). »

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

«See attached Exhibit A.3 – Enumeration of Documents, 5 page(s). »

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Intentionally deleted.

§ A.3.1.6 Allowances, Assumptions and Clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

«See attached Exhibit A.2 – Basis of GMP, dated 03/21/24, 14 page(s). »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

«See attached Exhibit A.5 – Site Logistics Plan, 1 page(s). »

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

Draft

OWNER (Signature)

«James Hammond, »«Mayor »
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Todd Steffen, » «President »
(Printed name and title)

ATTEST (Signature)

«Renata McLeod, »«City Clerk»
(Printed name and title)

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Exhibit A.1 GMP - Summary Sheet



City of Coeur d'Alene - Police Department
 HQ Remodal & Expansion
 GMP 03.21.24
 Location: Coeur d'Alene, ID
 Architect: TreanorHL/CKA

#	Description		Base Price
GENERAL			\$97,923
GEN1	Temporary Construction Requirements		\$49,123
GEN3	Waste Management		\$48,800
SITE WORK (ROUGH)			\$405,206
7	Survey & Staking		\$25,000
8	Earthwork		\$235,232
9	Utilities		\$137,870
12	Storm Water Management		\$7,104
SITE WORK (FINISH)			\$595,732
14	Asphalt Paving		\$138,122
15	Site Signage, Striping, & Parking Accessories		\$3,144
16	Landscaping & Irrigation		\$65,700
23	Fencing & Gates		\$140,658
24	Site Concrete		\$110,408
25	Masonry		\$137,700
STRUCTURE			\$329,401
30	Building Concrete		\$136,225
33	Steel Package		\$190,121
36	Rough Carpentry		\$3,055
ENCLOSURE			\$681,234
37	Temporary Dry-In, Testing, & Mockups		\$15,543
38	Dampproofing / Waterproofing		\$7,800
40	Architectural Caulking, Sealants & Firestopping		\$8,867
44	Thermal Insulation		\$18,287
45	Metal Roofing		\$410,250
46	Membrane Roofing		\$22,990
51	Stucco / EIFS		\$77,570
52	Exterior Aluminum, Glass, & Glazing		\$83,953
53	Skylights		\$35,974
INTERIOR FINISHES			\$476,056
55	Temporary Requirements for Phasing / Quality Control		\$3,308
57	Doors, Frames, & Hardware		\$38,682
58	Interior Layout & Coordination		\$2,203
59	Finished Carpentry & Millwork		\$21,168
60	Framing & Drywall		\$270,145
61	Paint & High Performance Coatings		\$25,495
62	Acoustical Ceiling Treatments		\$13,663
64	Tile		\$41,190
65	Carpet & Resilient Flooring		\$40,635
66	Fluid Applied Flooring		\$16,927
70	Progressive & Final Clean Requirements		\$2,640
SPECIALTIES			\$410,819
72	Building Signage		\$1,253
73	Wall & Door Protection		\$1,228
74	Toilet, Bath, & Laundry Accessories		\$27,806
75	Fire Protection Specialties		\$432
77	Lockers		\$378,138
82	Window Blinds & Shades		\$1,962
MEP SYSTEMS			\$975,015
97	Fire Suppression System		\$29,975
98	Plumbing Systems		\$224,300
100	HVAC Systems		\$418,500
103	Electrical, Low Voltage, and Fire Alarm Systems		\$302,240

Subtotal		\$3,971,386
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CONTINGENCIES & ALLOWANCES		SUB TOTAL
0.75%	Permit Review Contingency	\$3,971,386
3.75%	CM/GC Construction Contingency	\$148,927

Subtotal		\$4,150,099
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RATE	GENERAL CONDITIONS	SUB TOTAL
LS	General Conditions	\$737,230

Subtotal		\$4,887,329
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RATE	INSURANCE, BONDS, AND BUILDERS RISK	SUB TOTAL
1.15%	General Liability	\$62,713
1.50%	Subcontractor Default Insurance	\$62,251
0.78%	Payment and Performance Bond	\$42,536
LS	Builders Risk Insurance	\$18,041

Subtotal		\$5,072,870
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RATE	CONTRACTOR'S FEE	SUB TOTAL
7.50%	Construction Manager/General Contractor Fee	\$5,072,870

Subtotal		\$5,453,335
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Guaranteed Maximum Price Total	\$5,453,335
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Exhibit A.2 – Basis of GMP

City of Coeur d’Alene – Police Department HQ
Remodel & Expansion
Coeur d’Alene, ID
March 21,2024

The Basis of GMP is a written explanation clarifying the scope, assumptions and exclusions used in establishing the GMP dated March 21, 2024.

All costs are based on CORE’s incorporation of the scope shown on the 12/12/2023 City Review Set of construction documents, 2/12/2024 Request for Interpretation (RFI) Log, 2/13/2024 Addendum No. 1 (as per Exhibit A.3 – Enumeration of Documents), and the scope clarifications below.

ASSUMPTIONS, CLARIFICATIONS, & EXCLUSIONS

Schedule

- As per Exhibit A.4 – Baseline Project Schedule.

Weather

- The following table represents a mutual understanding of the number of reasonable days of adverse weather per month where no construction activities may occur due to unworkable field conditions. CORE has assumed the risk to make up for lost days per month in accordance with this table.
- CORE shall be granted an extension of time for delays resulting from additional lost days per calendar month beyond what is illustrated in this table. The lost days illustrated in this schedule for Coeur d’Alene, Idaho are per calendar month and shall not accrue from month to month.

Month	Number of Reasonably Anticipated Days of Adverse Weather Per Month	Average Precipitation (inches)
January	0	3.2
February	0	2.3
March	0	2.3
April	1	1.8
May	2	2.1
June	2	2.0
July	0	0.8
August	0	0.9
September	1	1.1
October	2	2.0
November	3	3.2
December	3	3.6

Contingency

- Permit Review Contingency of 0.75% (\$29,786 direct cost) – is included in this GMP – Permit Review contingency is intended to be used to cover unanticipated Plan Check Review comments, design revisions, or additional scope requests made by the City of Coeur d’Alene Building Services.





Exhibit A.2 – Basis of GMP

City of Coeur d’Alene – Police Department HQ
Remodel & Expansion
Coeur d’Alene, ID
March 21,2024

- CM/GC’s Construction Contingency of 3.75% (\$148,927 direct cost) is included in this GMP – CM/GC’s Construction Contingency is intended to be used at CORE’s discretion to cover costs that have not been identified as a trade specific scope on the GMP setting documents and may require further clarification or coordination. These costs may include scope gap, coordination issues between trades, and missed scope during the subcontractor bidding process. Construction Contingency does not account for design revisions or additional scope requests made by the Owner or Architect.
- Owner/Design Contingency is NOT included in this GMP.
- Escalation Contingency – is NOT included in this GMP.

Allowances

- “Allowances” are considered to be an allotted sum of money included for a particular system or scope of work for which sufficient detail is not available to determine a definitive cost. A reasonable estimate for an assumed scope and quality is included as a placeholder. The Owner receives the savings for any amount under the allocation and is responsible for any amount over the allocation. We have included the “Allowances” listed below:
 1. None.

Alternates

The following Add Alternates **ARE INCLUDED WITHIN THE GMP**, no other alternates are included in the GMP.

- Add Alternate #1 – “Northern Approach & Driveway” - \$202,747
Scope includes additional survey, layout and staking, earthwork excavation, base and sub-base preparation, storm drainage/swale utility work, Storm water management (SWPPP), asphalt paving, site signage and directional pavement marking, fencing and electric gate access, Concrete curbing, aprons and ramps, and site electrical runs for new pole lights, bases, and heads.
- Add Alternate #7 – “Precast Site Wall Fencing In lieu of Metal Fencing System” - \$29,036
Scope includes the substitution of a solid metal fencing system along the north property line with a decorative precast concrete stone texture form liner, with pigmented stain and sealer.

General Assumptions

- This GMP is valid for 30 days.
- Any cost savings from approved value engineering after executed GMP will be added to the CMAR’s Construction Contingency.
- CORE has included limited costs for building permit and inspection. Sewer tap fees. We have also included a Dust permit and NESHAP for the demo.
- We assume normal working hours.
- This GMP includes all costs related to warranty as required in the contract.
- This GMP is considered a Lump Sum, not a line-item GMP.





Exhibit A.2 – Basis of GMP

City of Coeur d’Alene – Police Department HQ
Remodel & Expansion
Coeur d’Alene, ID
March 21,2024

Draft

- We acknowledge the following Geotechnical Report issued by HMH Engineering:
- Geotechnical Report for Police Department Building Expansion, Coeur d’ Alene, Idaho dated May 5, 2023.
- Addendum No. 1 prepared by TreanorHL dated February 13, 2024, is included in the bidding and evaluation issued for this project.
- Normal shrinkage cracking of the slab is expected and shall not be cause for removal or replacement of structurally sound slabs.
- CORE does not recommend or endorse any specific topical vapor moisture barrier as they have proven to promote Alkaline Silica Reaction (ASR). In addition, CORE does not recommend installation of an under-slab vapor barrier at areas where polished or sealed concrete will be the finished product. It is our experience that using an under-slab vapor barrier will contribute to slab curling which will affect the final appearance on concrete grinding, especially for “salt-and-pepper” light aggregate exposure finish.
- CORE has included slab-on-grade concrete with a higher Water/Cement (W/C) ratio and omitted vapor barrier wherever floor coverings are not included. All W/C ratios for non-structural slab-on-grades will be reviewed, evaluated, and subject to modification by CORE. This would include all polished and sealed concrete areas.
- CORE has not included any existing relocation or new off-site street lighting, Fire Department crossing lighting, or other off-site improvements.
- The following agreed to hourly rates will be used to determine and define “Labor Costs” as defined in Article 7.2 AIA Document A133-2019 Agreement. The agreed to rates includes all normal and customary payroll paid by the Contractor plus all fringe benefits, taxes, and insurances.

	<u>Standard Rate</u>	<u>Overtime Rate</u>
Project Management:		
Project Director	\$165	-
Sr. Project Manager	\$155	-
Project Manager	\$138	-
Asst. Project Manager	\$105	-
Project Engineer	\$96	-
Scheduler	\$110	-
Virtual Construction Director	\$138	-
Virtual Construction Manager	\$112	-
Construction Coordinator	\$83	-
Project Accountant	\$84	-
Contracts Administrator	\$76	-
IT Technician	\$78	-
Intern	\$46	\$69
Field Operations:		
Director of Field Operations	\$175	-
General Superintendent	\$166	-
Sr. Superintendent	\$160	-
Project Superintendent	\$137	-
Asst. Superintendent	\$112	-
Safety Director	\$115	-
Carpenter	\$88	\$132





Exhibit A.2 – Basis of GMP

City of Coeur d’Alene – Police Department HQ
Remodel & Expansion
Coeur d’Alene, ID
March 21,2024

Draft

Water Truck Driver	\$85	\$128
Painter	\$85	\$128
Laborer	\$67	\$101

Note: All rates may be subject to a 5% increase on June 1, 2024

Specific Exclusions to GMP

1. Asbestos Abatement (assumed by Owner)
2. FF&E - Furniture, Fixtures, and Equipment
3. Special Systems other than Fire Alarm
4. The following are excluded and assumed to be by Owner or Owner’s vendor:
 - a. Hazardous Material (Asbestos) Abatement.
 - b. Salvage and Relocation of any existing equipment or furnishings.
 - c. Data Cabling & Related Equipment (Pathway and cable tray by CORE as shown).
 - d. Security and Access Control Systems other than what is indicated in the contract documents. Subcontractor will coordinate with client’s vendor.
 - e. Intercom, Paging, and Clock Systems.
 - f. Audio and Video Equipment of any kind including Monitors, Smart Boards, Projectors.
 - g. Delivery and Installation of all above.
5. Typical Project “Soft Costs”, unless otherwise specified, are expected to be covered by others. These include, but are not limited to design professional costs, permits and fees, utility connection charges, land acquisition, legal fees, equipment and furnishings, inspections, etc.
6. Testing, special inspections, and any associated overtime or staff and resource costs for additional inspections not required by Code, permit, or the contract documents requirements or determined by the Design Team (i.e., abatement, geotechnical, concrete, reinforcing steel, deep foundations, shoring, masonry, structural steel, welding, fireproofing, water testing, etc.).
7. CORE does not warrant or guarantee that the Contract Documents comply with Authorities Having Jurisdiction (AHJ), or local regulations or requirements. This is the responsibility of the Architect, and we assume all requirements have been incorporated into the Contract Documents.
8. Cost and/or schedule-related impacts from other projects in the adjacent streets, roadways, alleyways, and neighboring buildings unless covered elsewhere in the GMP. If projects/construction may be concurrent with CORE’s work, Owner shall strive to advise CORE within 10 calendar days in an effort to mitigate cost and schedule-related impacts.
9. Use of 3D, 4D, 5D, BIM modeling other than what is required for MEP trades to coordinate the installation of their scopes of work.
10. Power company / communication companies (telephone / internet) / gas company costs other than trenching, backfill, conduits and coordination.
11. Servers, equipment, etc. (pathways and cable tray are included in GMP).





Draft

Other Scope Specific Assumptions and Clarifications:

LINE ITEM 7 | Survey & Staking

1. We have included: The layout and staking of demolition and sawcut lines, storm drainage structures and swales, sanitary sewer lines, domestic and fire water lines, also included is Offset staking for building and establishing benchmark locations. Offset staking for curb, gutters, walks, pads, fences, site wall layout, light base locations and dry utility structures. Scope includes Redtop and bluetop hubs, layout of signage and parking lot striping. Scope also includes a re-staking allowance and post construction as built documents.
2. We have NOT included: staking of any future retention tanks as none are identified in the construction documents. Also not included is survey layout and staking for any work associated with Alternates not selected.

LINE ITEM 8 | Earthwork

1. We have included: Site clearing scope includes Protection of existing trees, shrubs, ground covering, and grass to remain, the removal of existing trees, shrubs, ground covering, and grass in conflict with new construction and/or landscaping, stripping and stockpiling topsoil, the removal of above and below grade site improvements, as well as the disconnecting, capping, sealing, or removal of site utilities, in conflict with new construction. Scope also includes the preparation of subgrades for slab on grade walks, pavement and landscaping, excavation and backfill for building and structures, drainage course for slab on grade, base course for walks and pavement, subsurface drainage backfill for wall and trenches as well as excavation and backfilling for underground utilities and buried utility structures. Scope also allows for mobilization, construction trailer pad, silt fence, construction entrance, inlet protection, traffic control, geotechnical testing, and shoring design, tap fees, swale prep with bio filtration soil, geotextile fabric. Offsite scope includes clearing and grubbing, mass excavation, over excavation for drive apron and ramps, site hardscape and softscape finish grading, 18” type II for new drive apron, valley gutters and curb and gutter. Scope includes the trenching and backfill for new plumbing, and sanitary sewer, water meter and construction water. Fine grading is also provided for parking lots and drives, walks and ramps.
2. We have NOT included: new walks along Schriber Way as no information has been provided in the construction documents. Also not included is earthwork and paving for any work associated with Alternates not yet selected.

LINE ITEM 9 | Utilities

1. We have included: Water distribution piping for domestic and fire suppression piping, ISPWC compliance, City of Coeur d’Alene coordination, connections, and chlorination, inspection fees, product data, shop drawings, test reports and as built documents, new fire hydrant and concrete vaults, FDC, water meters, boxes, and backfill preventers. Sanitary sewer scope includes gravity flow non pressure sanitary sewer, cleanouts, precast concrete manholes, ISPCW compliance, City of Coeur d’Alene utility coordination, connections, testing and inspection fees, product data, shop drawings, test reports, as built documents, and trench drains. Storm drainage scope includes Gravity flow, non-pressure storm drainage, cleanouts, drains, pre-cast concrete catch basins and drywells, inlets, and manholes, ISPWC compliance, product data, shop drawings, test reports and as built documents. Scope also includes mobilization, on-site connection to existing water main, new 8” water main, installation of new fire hydrant, 2” domestic service, 6” sewer main, sewer clean out trench drain, double depth





Exhibit A.2 – Basis of GMP

City of Coeur d'Alene – Police Department HQ
Remodel & Expansion
Coeur d'Alene, ID
March 21, 2024

drywell, catch basin, 6" storm line, 6" roof drain including downspout connections, sidewalk underdrains, Electrical trenching, dig, bed and bury of electrical line (electrical lines provided and installed by electrician), Excavation, trenching, and backfill of precast light pole bases, gas trenching, dig, bed and bury (gas lines supplied and installed by others).

2. We have NOT included: Installation of electrical lines/conduit and wiring, gas line piping, to be provided by others. Any Utility work associated with Alternates not yet selected.

LINE ITEM 12 | Storm Water Management

1. We have included: Preparation and submittal of storm water management plan and permit, SWPPP narrative and design plan, electronic NOI filing, SWPPP signage, BMP inspection reports/photos/documents, 42" fabric with wood posts at 8' on center, supply and mobilization of crew and materials to site and demobilization/removal of materials from site.
2. We have NOT included: Storm water management work associated with Alternates not selected.

LINE ITEM 14 | Asphalt Paving

1. We have included: AC paving and base, including 3" light duty hot mix asphalt, 12" type II sub-base with 95% compaction, woven geotextile proof rolled over silty gravel topsoil, and 5.5" to 6" heavy duty AC pavement for drive aisles with 18" Type II sub-base 95% compacted with woven geotextile proof rolled over silty gravel topsoil. Also included is offsite asphalt utility patching.
2. We have NOT included: Asphalt paving work associated with Alternates not selected.

LINE ITEM 15 | Site Signage, Striping, & Parking Accessories

1. We have included: Site Signage limited to post mounted Stop Sign, ADA Parking, and "No Entry" Signs, Site Striping including directional arrows painted on AC pavement, Parking stalls, ADA hash markings, ADA parking stall, directional arrows, handicap logo, and diagonal "No Parking" striping. Parking accessories include a pre-cast concrete parking bumper and pavement reflector for new Fire Hydrant.
2. We have NOT included: Site Signage, Striping & Parking Accessory work associated with Alternates not yet selected.

LINE ITEM 16 | Landscaping & Irrigation

1. We have included: Irrigation scope includes piping, valves, sprinklers, controls, automatic controls wiring, irrigation lateral lines, drain piping, irrigation main piping, submittals and shop drawings, record/as built drawings, controller charts, operations and maintenance instructions, spares, and special tools. Soil preparation work includes supply and installation of planting soils and layered soil assemblies, product data submittals and fertilizers. Turf and grasses scope includes sodding, hydroseeding, erosion control submittals, seed certification, fertilizer certification, pesticide and herbicide certification and maintenance data. Landscaping includes plant species, planting soils, tree stabilization, landscape edging, submittals and product data, sample verifications, organic soil amendments, mulches, and tree stabilization, Import of 3" to 4" of topsoil in sod and planting beds,





Exhibit A.2 – Basis of GMP

City of Coeur d'Alene – Police Department HQ
Remodel & Expansion
Coeur d'Alene, ID
March 21,2024

supply and install of plant materials, 400 plugs in bioswale area, bark mulch in bioswale, install of 2" to 4" river rock over weed fabric, supply and install of decorative boulders, black steel edging where indicated, hydroseed, rerouting of existing irrigation mainline, move, cut, cap, existing valves and heads, installation of permanent spray irrigation at bioswale, turf areas and plant materials, supply and installation of a serpentine style bike rack with seven bike capacity.

2. We have NOT included: Landscaping and Irrigation work associated with Alternates not yet selected.

LINE ITEM 23 | Fencing & Gates

1. We have included: Supply and install of 8' Essex Security Fence has been substituted with 8' tall Verti-Crete Wall per acceptance of add alternate number 7, This scope includes the supply and installation of Pre-cast concrete wall, single coat Semi Translucent Color applied, Color to be selected during submittal process, includes power wash and prep. Scope also includes one 14' wide single swing gate with direct bury posts, one 64" ground mounted pedestal, one armored 18" cord aluminum caps, one photo electric and one buzzer access, three loop detection module with smart CNX, one 1300 lb. maglock, one 240-volt hydra supply heater, one 3000-watt power supply and one swing operator.
2. We have NOT included: Supply and install of 8' Essex Security Fence identified in construction documents and specifications and has been replaced with Add Alternate No. 7 scope. Additional Fencing and gate scope of work associated with Alternates not yet selected.

LINE ITEM 24 | Site Concrete

1. We have included: Cast in Place concrete materials, mixture design, placement procedures, finishes, shop drawings and submittals as indicated in drawings and specifications. Also included is mobilization, 16" straight back concrete type A curbs, 4" concrete walks, 4" mechanical yard pad, type 2 precast underdrains, swale inlet pads, rebar, dowel flat work at entrances, wash out bin, housekeeping pad, truncated domes for accessible ramps, and trench drains.
2. We have NOT included: Site concrete work associated with Alternates not yet accepted.

LINE ITEM 25 | Masonry

1. We have included: Scope includes masonry veneer brick, ties, anchors, embedded flashing, accessories, mortar mixes, weeps, installation only of embeds, anchor bolts, and angles provided by others, masonry joints and caulking, grouting of hollow metal door frames, stainless steel and 3" drip plates. Scope also includes the selective demolition and tothing in existing masonry transitions, jamb returns and demo patching.
2. We have NOT included: Any masonry scope associated with Alternates not yet accepted.

LINE ITEM 30 | Building Concrete

1. We have included: Scope for cast in place concrete, concrete material, mixture design, placement procedures, finishes, shop drawings and submittals, mobilization setting of anchor bolts provided by others, expansion joint





Exhibit A.2 – Basis of GMP

City of Coeur d'Alene – Police Department HQ
Remodel & Expansion
Coeur d'Alene, ID
March 21,2024

fillers, vapor barrier, rebar, epoxy & dowels to existing slab, wash out bin, footings, stem walls, slab on grade, 4" high water heater pad, additional equipment pads, and a 10'x10' mock up.

2. We have NOT included: Any building concrete scope associated with Alternates not yet accepted.

LINE ITEM 33 | Steel Package

1. We have included: Structural Steel, structural steel framing and erection, shrinkage resistant grout, Prefabricated building columns, shear stud connectors, steel roof decking, miscellaneous framing supports, miscellaneous steel trim metal bollards, submittals & shop drawings, steel roof decking, fabricate and install entry canopy, field welding.
2. We have NOT included: Steel fabrication and erection scope associated with Alternates not yet accepted.

LINE ITEM 36 | Rough Carpentry

1. We have included: Shear wall panels, plywood exterior sheathing as indicated in construction documents, wood blocking at roof edge and parapet, interior wall mounted accessories, windows, and doors as needed and 4' x 8' plywood baker board at telecommunications room.
2. We have NOT included: Rough Carpentry scope associated with Alternates not yet accepted.

LINE ITEM 37 | Temporary Dry-In, Testing, & Mockups

1. We have included: Temporary enclosures for window and door locations, water testing roof and window systems, and mockups of critical building systems for architect/Owner evaluation.

LINE ITEM 38 | Dampproofing / Waterproofing

1. We have included: Furnish and install self-adhering sheet waterproofing, modified bituminous sheet waterproofing, insulation drainage panels, labor, and materials.
2. We have NOT included: Dampproofing / Waterproofing scope associated with Alternates not yet accepted.

LINE ITEM 40 | Architectural Caulking, Sealants & Firestopping

2. We have included: Calking of exterior base plates, and acoustical caulking at top and bottom of all acoustical wall assemblies.
3. We have NOT included: Architectural Caulking, Sealants, and Firestopping associated with Alternates not yet accepted.

LINE ITEM 44 | Thermal Insulation

4. We have included: Glass-fiber blanket insulation, R-19 thermal insulation at exterior wall cavities, R-11 acoustical insulation at acoustically rated interior walls, thermal insulation at roof eave conditions, spray foam insulation





Exhibit A.2 – Basis of GMP

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at top of walls, 2" rigid insulation at foundation walls, Vestibule ceiling insulation R-38 x 24 plus poly, R-21 parapet walls, supply of equipment, labor, and materials.

5. We have NOT included: Thermal Insulation scope associated with Alternates not yet accepted.

LINE ITEM 45 | Metal Roofing

1. We have included: standing seam metal roof panels, formed metal wall/soffit panels, exposed fasteners, lap seam, metal panels, shop drawings and submittals, supply and installation of panels and accessories, underlayments, 1/2" dens deck, polyiso, and vapor barrier, associated flashing, clips, fasteners, and sealants, hoisting and scaffolding.
2. We have NOT included: Metal roofing and panel scope associated with Alternates not yet accepted.

LINE ITEM 46 | Membrane Roofing

1. We have included: Thermoplastic (Polyolefin 9TPO) Roofing, Fleece back in White, set in adhesive, 1/2" densdeck prime cover board set in insulation adhesive, tapered 20 psi felt faced rigid poly-Iso R-38 insulation, mechanical fastened 1st layer set layer set in insulation adhesive, self-adhered vapor barrier to metal deck substrate, TPO membrane adhered full height of interior face of parapet sheathing, 20 year manufacturer warranty and 2 year craftsmanship warranty.
2. We have NOT included: Membrane roofing scope associated with Alternates not yet accepted.

LINE ITEM 51 | Stucco / EIFS

1. We have included: Water-drainage exterior insulation and finish system, EIFS clad drain wall assembly field applied, product data, shop drawings, samples, furnish and installation of EIFS product, scaffolding, lifts and equipment, weather air barrier high build at EIFS, 2.5" EPS Boards, standard mesh and base coat, v-groove/expansion/control joints per plan, termination only caulking at EIFS, finish to match existing facility (fine finish), cover and protection of adjacent surfaces, removal of all related debris, 1 year warranty, and mock up.
2. We have NOT included: Stucco/EIFS scope of work associated with Alternates not yet accepted.

LINE ITEM 52 | Exterior Aluminum, Glass & Glazing

1. We have included: Interior aluminum doors, door frames, and glazing frames, Aluminum framed entrance door system, and aluminum framed storefront systems, window actuators and control systems for vent windows, break metal flashing and caulking. Glazing shall include glass products identified in the construction documents, fire rated glass door A1C, glazing sealants and miscellaneous glazing materials, and silvered flat glass mirrors.
2. We have NOT included: Any Exterior Aluminum, Glass & Glazing scope of work associated with Alternates not yet accepted.





Exhibit A.2 – Basis of GMP

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LINE ITEM 53 | Skylights

1. We have included: Unit skylights/Tubular daylighting devices, shop drawings, submittals, structural roof curbs, 12" high, 18-gauge, pressure treated nailers, rigid insulation, mounting flange, scissor lift and equipment, labor, and installation.
2. We have NOT included: Skylight scope of work associated with Alternates not yet accepted.

LINE ITEM 55 | Temporary Requirements for Phasing / Quality Control

1. We have included: Temporary finish material protection materials, supply, installation, and removal at project completion. Temporary masonry protection, supply, installation, and removal at project completion.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 57 | Doors, Frames, and Hardware

1. We have included: Non-fire-rated hollow metal doors and frames, fire-rated hollow steel doors and frames, frames primed for field paint, glazing, Solid core doors with wood veneer faces, factory finish, factory fitted to fit frames and hardware, temporary construction cores, permanent core installation, master keying, miscellaneous hardware per specifications, installation.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 58 | Interior Layout and Coordination

1. We have included: the location and layout of interior walls, casework, and lockers.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 59 | Finished Carpentry & Millwork

1. We have included: Solid surface countertops, benches and front panels, backsplash, end panels/splash, apron fronts, product data, shop drawings, samples and close out materials. Also included are plastic laminated, ADA compliant casework in Men's room and plastic laminated, ADA compliant casework in Women's room.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 60 | Framing & Drywall

1. We have included: Exterior cold-formed load bearing metal framing, exterior soffit framing, interior non-load bearing metal walls soffits and ceilings, glass-mat sheathing, densdeck prime at back side of parapet, acoustical sealant at structure to sound walls, 1/2" CDX plywood sheathing at shear walls, backing for interior accessories, firestopping and labeling, scaffolding and lifts for framing and gypsum sheathing, clean up and disposal of framing gypsum sheathing scope of work. Also included is 5/8" gypsum wall board at walls, ceilings and soffits, level four finish, Gypsum will extend 6" above acoustical lay-in ceiling system per plans, pre-rock, hang and fire tape gypsum wall board above ceiling prior to MEP installation, square and tape corners, patch and repair gypsum wall board at demolition areas, install access panels and fire extinguisher cabinets provided by other





Exhibit A.2 – Basis of GMP

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trades, demolition of existing framing in conflict with new construction, set hollow metal frames provided by other trades in new wall rough openings, provide mock up of framing and drywall scope for evaluation architect.

2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 61 | Paint and High-Performance Coatings

1. We have included: Labor, materials, and equipment to prime and paint walls, gypsum wall board ceilings and soffits. Paint hollow metal doors and frames, finish stain grade doors, provide semi-gloss in restrooms, touch up existing corridors receiving demolition to nearest offset and/or corners, provide mockup for evaluation by architect.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 62 | Acoustical Ceiling Treatments

1. We have included: Supply and install acoustical panels ceiling system with t-grid suspension system, submittals, product data and material samples, coordinate drawings and product test reports, maintenance data and acoustical sealants. Supply and install sound absorbing baffle panels, demolish existing ceiling system were indicated in drawings.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 64 | Tile

1. We have included: Supply and install porcelain ceramic tile and ceramic tile as specified in plans and specifications. Supply and install tile backing panels, waterproof membrane for this set tile, Schluter metal edge stripping, setting tile and grouting joints, floor sealer, product data, sample submittals and attic stock.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 65 | Carpet and Resilient Flooring

1. We have included: Supply and install Modular carpet tile, resilient thermoset rubber base and accessories, job formed inside/outside corners, low VOC adhesive, luxury vinyl floor tile, product data, samples, shop drawings, close out submittals and cleaning and protection of installed flooring.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 66 | Fluid Applied Flooring

1. We have included: Supply and install Resinous matrix terrazzo flooring, grind substrate, remove surface contaminates, patch imperfections and grind flush, Install 6" resinous cove base at perimeter, apply 8 mil epoxy primer, apply 12 mil epoxy broadcast coat to surface, apply second 12 mil broadcast coat to surface, apply 15 mil epoxy grout to surface, apply 5 mil urethane topcoat, install floor protection, submit shop drawings and submittals, install mockup for evaluation by architect.
2. We have NOT included: Scope of work associated with Alternates not yet selected.





Exhibit A.2 – Basis of GMP

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LINE ITEM 70 | Progressive and Final Clean Requirements

1. We have included: Remove small trash and debris from new expansion and 1245 square feet of remodeled existing facility. Clean baseboards, walls, doors, frames, window frames, interior and exterior of cabinets, clean and polish appliances, counters, fixtures, lighting, mirrors, and sinks. Vacuum, sweep and mop floors, use auto scrubber as/if needed. Clean exterior and interior of window glazing.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 72 | Building Signage

1. We have included: Supply and install ADA restroom signs, electrical, data, and maintenance signs, janitor closet sign, ADA/Braille, compliant office sign, ADA compliant exit signs, graphic design fee and submittal for review and approval.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 73 | Wall and Door Protection

1. We have included: Supply and install White, textured Fiberglass Reinforced Plastic (FRP) panels, wall guards, 4' Lexan poly carbonate corner guards, end wall guards, includes material freight and labor.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 74 | Toilet, Bath, and Laundry Accessories

1. We have included: Supply and install ASI floor supported solid phenolic core toilet compartments, ASI certified wall hung urinal solid phenolic core screens, double roll toilet paper dispensers, paper towel dispensers, double robe hooks, sanitary napkin dispensers, seat cover dispensers, shower rods, mop and broom holder, 36" grab bars, 42" grab bars, 18" grab bars, 42" x54" "L" shaped grab bar recessed waste receptacles, folding shower seats, shower curtains and hooks, freight and installation.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 75 | Fire Protection Specialties

1. We have included: Mobilization, Supply, and installation of 10E fire extinguishers, fire extinguisher cabinets and knox box.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 77 | Lockers

1. We have included: Supply and installation of personal storage lockers identified as Lo1a, LO1b and LO1c in the plans and specifications.
2. We have NOT included: Scope of work associated with Alternates not yet selected.





Exhibit A.2 – Basis of GMP

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LINE ITEM 82 | Window Blinds and Shades

1. We have included: 3% manual roller window shades, field verification including labor and materials.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 97 | Fire Suppression System

1. We have included: Supply and install water based fire protection system, sprinkler design, materials and labor, required permits and plan check fees, tie-in to existing system, wet pipe expansion into new addition, relocate existing sprinklers to existing office and toilets, system testing per local code requirements, furnish access panels for installation by other trades, shop drawings and submittals, fire caulk penetrations of rated walls, vibration and seismic controls, design per NFPA and AHJ, includes 3 mobilizations, rough-in, trim and final inspection.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 98 | Plumbing Systems

1. We have included: Common work results for plumbing systems, common motor requirements for plumbing, meters gauges for plumbing pipe, general duty valves for plumbing, hangers and supports for plumbing piping and equipment, identification for plumbing piping and equipment, plumbing insulation, plumbing pumps, domestic water piping, domestic piping specialties, facility natural gas piping, sanitary waste and vent piping, sanitary waste piping specialties, water heaters, plumbing fixtures, electric water coolers, hose bibs, lavatories, mop sink basin, showers, urinals, water closets, water heater, thermal expansion tank, hot water circulation pump, floor drains, floor sinks, trap primers, hose end drain boxes, 2-1/2" RFBFP, Gas PRV into existing appliance, gas PRV into new system, domestic hydronics piping fire caulk plumbing penetrations, provide access panels to be installed by other trades, plumbing fixtures and drains, safe off plumbing demolition, concrete cutting for tie-in to existing plumbing and undergrounds, excavation, backfill, compaction for plumbing scope only, weekly safety coordination, daily clean up of plumbing scope, daily coordination with other trades, HVAC condensate drains, condensate piping at ductless split, and 1 year workmanship warranty.
2. We have NOT included: Scope of work associated with Alternates not yet selected.

LINE ITEM 100 | HVAC Systems

1. We have included: Common work or mechanical scope, Motors, drives, motor controls, and electrical requirements for mechanical equipment, basic piping materials and methods, piping specialties, meters gauges for mechanical piping, hangers and seismic supports for mechanical systems, vibration and seismic controls for mechanical systems, identification for mechanical systems, sequence of operation for mechanical systems, metal ducts, air duct accessories, HVAC fans, air terminal units, diffusers, registers and grilles, breeching chimneys and stacks, rooftop heating and cooling units, decentralized HVAC equipment, ductless split systems, water heater venting, firestopping at HVAC penetrations, Crane fees for HVAC equipment, DDC controls by standard plumbing, heating controls (ALC – Automated Logic), new filters at completion of construction, verification of existing loads, mechanical commissioning participation, and test and balance services.
2. We have NOT included: Scope of work associated with Alternates not yet selected.





Exhibit A.2 – Basis of GMP

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LINE ITEM 103 | Electrical, Low Voltage, and Fire Alarm Systems

1. We have included: Site electrical system, site electric conduit runs 4" PVC, parking lot and drive lighting with single head, parking lot and drive lighting with double head, trenching and backfill, 1" underground conduit runs, 2" underground conduit runs, precast pole bases, building power and lighting, conduit wiring, circuit panels, power outlets, boxes, conduit and wiring, low voltage (CAT 6) boxes and conduit runs, lighting, junctions, conduit, wiring, access control boxes, conduits and pulls, 2" backbone conduits, trenching and backfill included, Office building power and lighting, conduit, wiring, circuit panels, power outlets, boxes, conduit and wiring, low voltage (CAT 6) boxes and conduit runs, lighting, junctions, conduit and wiring, lighting package, audio visual boxes, conduit and wiring, access control boxes, conduit and pulls, T-1 – wall furniture feed, junction boxes with 1-1/2" conduit to ceiling. Route cables into furniture and terminate at outlet locations, Heat traces for downspouts and 80' gutter, card reader post at gate, mockups, fire alarm, access controls, low voltage alternate route for fiber optics, permits and fees, fire caulk electrical penetrations, commissioning participations, temporary power, and lighting.
2. We have NOT included: Scope of work associated with Alternates not yet selected.



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Exhibit A.3 - EODs
(Enumeration of Documents)

City of Coeur d'Alene - Police Department
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GMP 3.21.24

PROJECT MANUAL					
Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
Division 00	Procurement and Contracting Requirements				
000000	Cover Page	12-Dec-24	12-Dec-23	22-Dec-23	None
000110	Table of Content	12-Dec-24	12-Dec-23	22-Dec-23	None
000111	Seals Page	12-Dec-24	12-Dec-23	22-Dec-23	None
002600	Procurement Substitution Procedures	12-Dec-24	12-Dec-23	22-Dec-23	None
003119	Existing Conditions Information	12-Dec-24	12-Dec-23	22-Dec-23	None
003132	Geotechnical Data	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 01	General Requirements				
011000	Summary	12-Dec-24	12-Dec-23	22-Dec-23	None
012200	Unit Prices	12-Dec-24	12-Dec-23	22-Dec-23	None
012300	Alternates	12-Dec-24	12-Dec-23	22-Dec-23	None
012500	Substitution Procedures	12-Dec-24	12-Dec-23	22-Dec-23	None
013100	Project Management and Coordination	12-Dec-24	12-Dec-23	22-Dec-23	None
013233	Photographic Documentation	12-Dec-24	12-Dec-23	22-Dec-23	None
013300	Submittal Procedures	12-Dec-24	12-Dec-23	22-Dec-23	None
014000	Quality Requirements	12-Dec-24	12-Dec-23	22-Dec-23	None
015000	Temporary Facilities and Controls	12-Dec-24	12-Dec-23	22-Dec-23	None
016000	Product Requirements	12-Dec-24	12-Dec-23	22-Dec-23	None
016310	Substitution Request Form	12-Dec-24	12-Dec-23	22-Dec-23	None
017419	Construction Waste Management and Disposal	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 02	Existing Conditions				
024119	Selective Demolition	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 03	Concrete				
033000	Cast-in-Place Concrete	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 04	Masonry				
042613	Masonry Veneer	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 05	Metals				
051200	Structural Steel Framing	12-Dec-24	12-Dec-23	22-Dec-23	None
053100	Steel Decking	12-Dec-24	12-Dec-23	22-Dec-23	None
054000	Cold-Formed Metal Framing	12-Dec-24	12-Dec-23	22-Dec-23	None
055000	Metal Fabrications	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 06	Wood, Plastic, and Composites				
061000	Rough Carpentry	12-Dec-24	12-Dec-23	22-Dec-23	None
061600	Sheathing	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 07	Thermal and Moisture Protection				
071326	Self-Adhering Sheet Waterproofing	12-Dec-24	12-Dec-23	22-Dec-23	None
072100	Thermal Insulation	12-Dec-24	12-Dec-23	22-Dec-23	None
072419	Water-Drainage Exterior Insulation and Finish System (EIFS)	12-Dec-24	12-Dec-23	22-Dec-23	None
072726	Fluid-Applied Membrane Air Barriers	12-Dec-24	12-Dec-23	22-Dec-23	None
072729	Air-Barrier Coatings	12-Dec-24	12-Dec-23	22-Dec-23	None
074113	Standing Seam Metal Roof System	12-Dec-24	12-Dec-23	22-Dec-23	None
074213.13	Formed Metal Wall Panels	12-Dec-24	12-Dec-23	22-Dec-23	None
074293	Soffit Panels	12-Dec-24	12-Dec-23	22-Dec-23	None
075423	Thermoplastic - Polyolefin (TIPO) Roofing	12-Dec-24	12-Dec-23	22-Dec-23	None
077100	Roof Specialties	12-Dec-24	12-Dec-23	22-Dec-23	None
078413	Penetration Firestopping	12-Dec-24	12-Dec-23	22-Dec-23	None
078443	Joint Firestopping	12-Dec-24	12-Dec-23	22-Dec-23	None
079200	Joint Sealants	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 08	Openings				
081113	Hollow Metal Doors and Frames	12-Dec-24	12-Dec-23	22-Dec-23	None
081216	Aluminum Frames	12-Dec-24	12-Dec-23	22-Dec-23	None
081416	Flush Wood Doors	12-Dec-24	12-Dec-23	22-Dec-23	None
033113	Access Doors and Frames	12-Dec-24	12-Dec-23	22-Dec-23	None
084113	Aluminum-Framed Entrances and Storefronts	12-Dec-24	12-Dec-23	22-Dec-23	None
086200	Unit Skylights	12-Dec-24	12-Dec-23	22-Dec-23	None
087100	Door Hardware	12-Dec-24	12-Dec-23	22-Dec-23	None
088000	Glazing	12-Dec-24	12-Dec-23	22-Dec-23	None
088300	Mirrors	12-Dec-24	12-Dec-23	22-Dec-23	None



Exhibit A.3 - EODs
(Enumeration of Documents)

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Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
Division 09	Finishes				
092216	Non-Structural Metal Framing	12-Dec-24	12-Dec-23	22-Dec-23	None
092900	Gypsum Board	12-Dec-24	12-Dec-23	22-Dec-23	None
093013	Ceramic Tiling	12-Dec-24	12-Dec-23	22-Dec-23	None
095113	Acoustical Panel Ceilings	12-Dec-24	12-Dec-23	22-Dec-23	None
096513	Resilient Base and Accessories	12-Dec-24	12-Dec-23	22-Dec-23	None
096519	Luxury Vinyl Tile	12-Dec-24	12-Dec-23	22-Dec-23	None
096623	Resinous Matrix Terrazzo Flooring	12-Dec-24	12-Dec-23	22-Dec-23	None
096813	Tile Carpeting	12-Dec-24	12-Dec-23	22-Dec-23	None
097720	Decorative Fiberglass Reinforced Wall Panels	12-Dec-24	12-Dec-23	22-Dec-23	None
098436	Sound Absorbing Ceiling Units	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 10	Specialties				
102113	Phenolic-Core Toilet Compartments	12-Dec-24	12-Dec-23	22-Dec-23	None
102600	Wall and Door Protection	12-Dec-24	12-Dec-23	22-Dec-23	None
102800	Toilet and Bath Accessories	12-Dec-24	12-Dec-23	22-Dec-23	None
104413	Fire Protection Cabinets	12-Dec-24	12-Dec-23	22-Dec-23	None
104416	Fire Extinguishers	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 12	Furnishings				
122413	Roller Window Shades	12-Dec-24	12-Dec-23	22-Dec-23	None
123661.16	Solid Surfacing Countertops	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 21	Fire Suppression				
210500	Common Work Results for Fire Protection	12-Dec-24	12-Dec-23	22-Dec-23	None
211000	Water Based Fire Protection	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 22	Plumbing				
220500	Common Work Results for Plumbing	12-Dec-24	12-Dec-23	22-Dec-23	None
220513	Common Motor Requirements for Plumbing Equipment	12-Dec-24	12-Dec-23	22-Dec-23	None
220519	Meters and Gauges for Plumbing Piping	12-Dec-24	12-Dec-23	22-Dec-23	None
220523	General Duty Valves for Plumbing Piping	12-Dec-24	12-Dec-23	22-Dec-23	None
220529	Hangers and Supports for Plumbing Piping and Equipment	12-Dec-24	12-Dec-23	22-Dec-23	None
220548	Vibration and Seismic Controls for Plumbing Piping and Equipment	12-Dec-24	12-Dec-23	22-Dec-23	None
220553	Identification for Plumbing Piping and Equipment	12-Dec-24	12-Dec-23	22-Dec-23	None
220700	Plumbing Insulation	12-Dec-24	12-Dec-23	22-Dec-23	None
221023	Plumbing Pumps	12-Dec-24	12-Dec-23	22-Dec-23	None
221116	Domestic Water Piping	12-Dec-24	12-Dec-23	22-Dec-23	None
221119	Domestic Water Piping Specialties	12-Dec-24	12-Dec-23	22-Dec-23	None
221123	Facility Natural-Gas Piping	12-Dec-24	12-Dec-23	22-Dec-23	None
221316	Sanitary Waste and Vent Piping	12-Dec-24	12-Dec-23	22-Dec-23	None
221319	Sanitary Waste Piping Specialties	12-Dec-24	12-Dec-23	22-Dec-23	None
223000	Water Heaters	12-Dec-24	12-Dec-23	22-Dec-23	None
224000	Plumbing Fixtures	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 23	Heating, Ventilating, and Air Conditioning (HVAC)				
230500	Common Work Results for Mechanical	12-Dec-24	12-Dec-23	22-Dec-23	None
230507	Motors, Driver Motor Controllers and Electrical Requirements for Mechanical Equipment	12-Dec-24	12-Dec-23	22-Dec-23	None
230510	Basic Piping Materials and Methods	12-Dec-24	12-Dec-23	22-Dec-23	None
230518	Piping Specialties	12-Dec-24	12-Dec-23	22-Dec-23	None
230519	Meters and Gauges for Mechanical Piping	12-Dec-24	12-Dec-23	22-Dec-23	None
230523	General Duty Valves for HVAC Piping	12-Dec-24	12-Dec-23	22-Dec-23	None
230529	Hangers and Supports for Mechanical Systems	12-Dec-24	12-Dec-23	22-Dec-23	None
230548	Vibration and Seismic Controls for Mechanical Systems & Equipment	12-Dec-24	12-Dec-23	22-Dec-23	None
230553	Identification for Mechanical Systems	12-Dec-24	12-Dec-23	12/22/2023	None
230593	Testing, Adjusting and Balancing for Mechanical Systems	12-Dec-24	12-Dec-23	12/22/2023	None
230700	Insulation for Mechanical Systems	12-Dec-24	12-Dec-23	12/22/2023	None



Exhibit A.3 - EODs
(Enumeration of Documents)

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Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
230800	Mechanical Commissioning	12-Dec-24	12-Dec-23	12/22/2023	None
230993	Sequences of Operation for Mechanical Systems	12-Dec-24	12-Dec-23	12/22/2023	None
233113	Metal Ducts	12-Dec-24	12-Dec-23	12/22/2023	None
233300	Air Duct Accessories	12-Dec-24	12-Dec-23	12/22/2023	None
233400	HVAC Fans	12-Dec-24	12-Dec-23	12/22/2023	None
233600	Air Terminal Units	12-Dec-24	12-Dec-23	12/22/2023	None
233713	Diffusers, Registers & Grilles	12-Dec-24	12-Dec-23	12/22/2023	None
235100	Breechings, Chimneys, and Stacks	12-Dec-24	12-Dec-23	12/22/2023	None
237443	Rooftop Heating and Cooling Units	12-Dec-24	12-Dec-23	12/22/2023	None
238000	Decentralized HVAC Equipment	12-Dec-24	12-Dec-23	12/22/2023	None
238126	Ductless Split Systems	12-Dec-24	12-Dec-23	12/22/2023	None
Division 26	Electrical				
260500	Common Work Results for Electrical	12-Dec-24	12-Dec-23	22-Dec-23	None
260519	Low Voltage Electrical Power Conductors and Cables	12-Dec-24	12-Dec-23	22-Dec-23	None
260526	Grounding and Bonding for Electrical Systems	12-Dec-24	12-Dec-23	22-Dec-23	None
260529	Hangers and Supports for Electrical Systems	12-Dec-24	12-Dec-23	22-Dec-23	None
260533	Raceway and Wireway for Electrical Systems	12-Dec-24	12-Dec-23	22-Dec-23	None
260534	Cabinets, Boxes and Fittings	12-Dec-24	12-Dec-23	22-Dec-23	None
260537	Snow and Ice Melt Systems	12-Dec-24	12-Dec-23	22-Dec-23	None
260553	Identification for Electrical Systems	12-Dec-24	12-Dec-23	22-Dec-23	None
260583	Wiring Connections	12-Dec-24	12-Dec-23	22-Dec-23	None
260923	Lighting Control Devices	12-Dec-24	12-Dec-23	22-Dec-23	None
262416	Panelboards	12-Dec-24	12-Dec-23	22-Dec-23	None
262726	Wiring Devices	12-Dec-24	12-Dec-23	22-Dec-23	None
262800	Low Voltage Circuit Protective Devices	12-Dec-24	12-Dec-23	22-Dec-23	None
265000	Lighting	12-Dec-24	12-Dec-23	22-Dec-23	None
265613	Lighting Poles and Standards	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 27	Communications				
270500	Common Work Results for Communications	12-Dec-24	12-Dec-23	22-Dec-23	None
270526	Grounding and Bonding for Communication Systems	12-Dec-24	12-Dec-23	22-Dec-23	None
270528	Pathways for Communications Systems	12-Dec-24	12-Dec-23	22-Dec-23	None
270544	Sleeves and Sleeve Seals for Communications Pathways and Cabling	12-Dec-24	12-Dec-23	22-Dec-23	None
270553	Identification for Communications Systems	12-Dec-24	12-Dec-23	22-Dec-23	None
270600	Schedules for Communications Systems	12-Dec-24	12-Dec-23	22-Dec-23	None
271100	Communications Equipment Room Fittings	12-Dec-24	12-Dec-23	22-Dec-23	None
271116	Communications Racks, Frames and Enclosures	12-Dec-24	12-Dec-23	22-Dec-23	None
271300	Communications Backbone Cabling	12-Dec-24	12-Dec-23	22-Dec-23	None
271323	Communications Optical Fiber Backbone Cabling	12-Dec-24	12-Dec-23	22-Dec-23	None
271500	Communications Horizontal Cabling	12-Dec-24	12-Dec-23	22-Dec-23	None
271513	Communications Copper Horizontal Cabling	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 28	Electronic Safety and Security				
280500	Common Work Results for Security Systems	12-Dec-24	12-Dec-23	22-Dec-23	None
280600	Schedules for Security Systems	12-Dec-24	12-Dec-23	22-Dec-23	None
281000	Access Control System	12-Dec-24	12-Dec-23	22-Dec-23	None
282000	Video Surveillance System	12-Dec-24	12-Dec-23	22-Dec-23	None
283111	Fire Detection and Alarm	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 31	Earthwork				
311000	Site Clearing	12-Dec-24	12-Dec-23	22-Dec-23	None
312000	Earth Moving	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 32	Exterior Improvements				
321216	Ashplant Paving	12-Dec-24	12-Dec-23	22-Dec-23	None
321313	Concrete Paving	12-Dec-24	12-Dec-23	22-Dec-23	None
323119.53	Decorative Metal Security Fences and Gates	12-Dec-24	12-Dec-23	22-Dec-23	None
328400	Irrigation	12-Dec-24	12-Dec-23	22-Dec-23	None
329113	Soil Preparation	12-Dec-24	12-Dec-23	22-Dec-23	None
328299	Turf and Grasses	12-Dec-24	12-Dec-23	22-Dec-23	None



Exhibit A.3 - EODs
(Enumeration of Documents)

City of Coeur d'Alene - Police Department
HQ Remodel Expansion
GMP 3.21.24

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
329300	Plants	12-Dec-24	12-Dec-23	22-Dec-23	None
Division 33	Utilities				
331000	Water Utilities	12-Dec-24	12-Dec-23	22-Dec-23	None
333000	Sanitary Sewerage Utilities	12-Dec-24	12-Dec-23	22-Dec-23	None
334000	Storm Drainage Utilities	12-Dec-24	12-Dec-23	22-Dec-23	None
DRAWINGS					
Specification/ Drawing	Description	Drawing Date	Stamp Date	CORE Received Date	Revision
General					
G001	Index of Drawings	12-Dec-23	None	22-Dec-23	None
G002	Code -Site	12-Dec-23	None	22-Dec-23	None
G003	Code - Building	12-Dec-23	None	22-Dec-23	None
G004	Accessibility Requirements	12-Dec-23	None	22-Dec-23	None
Survey					
V001	Boundary & Easements Map	1-May-23	1-May-23	22-Dec-23	None
V002	Planimetric Map	1-May-23	1-May-23	22-Dec-23	None
V003	Exception, Description & Certifications	1-May-23	1-May-23	22-Dec-23	None
Civil					
C001	General Civil Notes	12-Dec-23	11-Dec-23	22-Dec-23	None
C101	Erosion and Sediment Control Plan	12-Dec-23	11-Dec-23	22-Dec-23	None
C102	Erosion and Sediment Control Details	12-Dec-23	11-Dec-23	22-Dec-23	None
C201	Demolition Plan	12-Dec-23	11-Dec-23	22-Dec-23	None
C301	Paving Plan	12-Dec-23	11-Dec-23	22-Dec-23	None
C401	Grading Plan	12-Dec-23	11-Dec-23	22-Dec-23	None
C501	Drainage Plan	12-Dec-23	11-Dec-23	22-Dec-23	None
C601	Utility Plan	12-Dec-23	11-Dec-23	22-Dec-23	None
C701	Civil Details	12-Dec-23	11-Dec-23	22-Dec-23	None
C702	Civil Details	12-Dec-23	11-Dec-23	22-Dec-23	None
C703	Civil Details	12-Dec-23	11-Dec-23	22-Dec-23	None
C704	Civil Details	12-Dec-23	11-Dec-23	22-Dec-23	None
Landscape					
L100	Planting Plan	12-Dec-23	12-Dec-23	22-Dec-23	None
L500	Planting & Site Details	12-Dec-23	12-Dec-23	22-Dec-23	None
Structural					
S0.01	Structural Cover Sheet	12-Dec-23	12-Dec-23	22-Dec-23	None
S0.02	Structural Design Notes	12-Dec-23	12-Dec-23	22-Dec-23	None
S0.03	Special Inspection Tables	12-Dec-23	12-Dec-23	22-Dec-23	None
S1.01	Foundation Plan	12-Dec-23	12-Dec-23	22-Dec-23	None
S1.02	Roof Framing Plan	12-Dec-23	12-Dec-23	22-Dec-23	None
S4.01	Schedules	12-Dec-23	12-Dec-23	22-Dec-23	None
S5.01	General Concrete Details	12-Dec-23	12-Dec-23	22-Dec-23	None
S5.02	General Slab Details	12-Dec-23	12-Dec-23	22-Dec-23	None
S5.21	General Structural Steel Details	12-Dec-23	12-Dec-23	22-Dec-23	None
S5.31	General Cold-Formed Steel Details	12-Dec-23	12-Dec-23	22-Dec-23	None
S5.32	General Cold-Formed Steel Details	12-Dec-23	12-Dec-23	22-Dec-23	None
S6.01	Steel Foundation Details	12-Dec-23	12-Dec-23	22-Dec-23	None
S7.01	Steel Roof Framing Details	12-Dec-23	12-Dec-23	22-Dec-23	None
Architectural					
A001	Gen Notes/Abbrev	12-Dec-23	12-Dec-23	22-Dec-23	None
A002	Exterior System	12-Dec-23	12-Dec-23	22-Dec-23	None
A003	Interior Partition Details and Notes	12-Dec-23	12-Dec-23	22-Dec-23	None
AD101	Demolition	12-Dec-23	12-Dec-23	22-Dec-23	None
A101	Plans - Level 1	12-Dec-23	12-Dec-23	22-Dec-23	None
A141	Roof Plan	12-Dec-23	12-Dec-23	22-Dec-23	None
A151	RCP - Level 1	12-Dec-23	12-Dec-23	22-Dec-23	None
A201	Elevations	12-Dec-23	12-Dec-23	22-Dec-23	None
A301	Building Sections	12-Dec-23	12-Dec-23	22-Dec-23	None



Exhibit A.3 - EODs
(Enumeration of Documents)

City of Coeur d'Alene - Police Department
HQ Remodel Expansion
GMP 3.21.24

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
A311	Sections @ Vestibules & Entrance	12-Dec-23	12-Dec-23	22-Dec-23	None
A321	Wall Sections	12-Dec-23	12-Dec-23	22-Dec-23	None
A322	Wall Sections	12-Dec-23	12-Dec-23	22-Dec-23	None
A351	Details	12-Dec-23	12-Dec-23	22-Dec-23	None
A401	Enlarged Plan, Elevations & Detail	12-Dec-23	12-Dec-23	22-Dec-23	None
A601	Doors & Openings (Schedule, Type & Frames)	12-Dec-23	12-Dec-23	22-Dec-23	None
A700	Interiors	12-Dec-23	12-Dec-23	22-Dec-23	None
A710	Finish Plans - Level 1	12-Dec-23	12-Dec-23	22-Dec-23	None
Mechanical					
M001	Mechanical Legends & Notes	12-Dec-23	12-Dec-23	22-Dec-23	None
M002	Mechanical Schedules	12-Dec-23	12-Dec-23	22-Dec-23	None
M101	HVAC Plan - Level 1	12-Dec-23	12-Dec-23	22-Dec-23	None
M102	HVAC Piping Plan - Level 1	12-Dec-23	12-Dec-23	22-Dec-23	None
M201	Mechanical Details	12-Dec-23	12-Dec-23	22-Dec-23	None
Telecommunications					
T001	Technology Legends & Notes	12-Dec-23	12-Dec-23	22-Dec-23	None
T010	Technology Site Plan	12-Dec-23	12-Dec-23	22-Dec-23	None
T101	Technology Pathway Plan - Level 1	12-Dec-23	12-Dec-23	22-Dec-23	None
T111	Technology Floor Plans - Level 1	12-Dec-23	12-Dec-23	22-Dec-23	None
T201	Technology Enlarged Plan Series	12-Dec-23	12-Dec-23	22-Dec-23	None
T401	Technology Details	12-Dec-23	12-Dec-23	22-Dec-23	None
T403	Single Door Security Details	12-Dec-23	12-Dec-23	22-Dec-23	None
T404	Double Door Security Details	12-Dec-23	12-Dec-23	22-Dec-23	None
Electrical					
E001	Electrical Legends & Notes	21-Nov-23	12-Dec-23	22-Dec-23	None
E002	Electrical Schedules	21-Nov-23	12-Dec-23	22-Dec-23	None
E010	Electrical Site Plan	21-Nov-23	12-Dec-23	22-Dec-23	None
E011	Electrical One-Line Diagram	21-Nov-23	12-Dec-23	22-Dec-23	None
E101	Lighting Plans - Level 1	21-Nov-23	12-Dec-23	22-Dec-23	None
E111	Power Plans - Level 1	21-Nov-23	12-Dec-23	22-Dec-23	None
E121	Fire Alarm Plans- Level 1	21-Nov-23	12-Dec-23	22-Dec-23	None
E301	Electrical Panel Schedules	21-Nov-23	12-Dec-23	22-Dec-23	None
E401	Electrical Details	21-Nov-23	12-Dec-23	22-Dec-23	None
Plumbing					
P001	Plumbing Legends & Notes	12-Dec-23	12-Dec-23	22-Dec-23	None
P002	Plumbing Schedules	12-Dec-23	12-Dec-23	22-Dec-23	None
P101	Domestic Water Plans - Level 1	12-Dec-23	12-Dec-23	22-Dec-23	None
P110	Waste & Vent Plans - Foundation	12-Dec-23	12-Dec-23	22-Dec-23	None
P111	Waste & Vent Plans - Level 1	12-Dec-23	12-Dec-23	22-Dec-23	None
P401	Plumbing Details	12-Dec-23	12-Dec-23	22-Dec-23	None
Fire Protection					
F101	Fire Protection Plans - Level 1	12-Dec-23	12-Dec-23	22-Dec-23	None
Supplements Documents					
	Description	Date	Stamp Date	CORE Received	Revision
Work Order #C-14-98	Investment Work Order	1-Sep-98	None	26-Jan-23	None
HMH Engineering	Geotechnical Report	25-May-23	25-May-23	14-Jun-23	None
Sniplmage	Area Picture - JPG File	26-Jan-23	None	26-Jan-03	None
RFI Log	Bid Phase RFI Log	12-Feb-24	None	12-Feb-24	None
Clarification No.1	CORE Clarification	12-Feb-24	None	12-Feb-24	None
Addendum	Addendum No 1 -TREANORHL Job Nr. JS1213.2201.00	13-Feb-24	None	14-Feb-24	None



Exhibit A.4 - Baseline Project Schedule

City of Coeur d'Alene - Police Department
HQ Remodel & Expansion
GMP

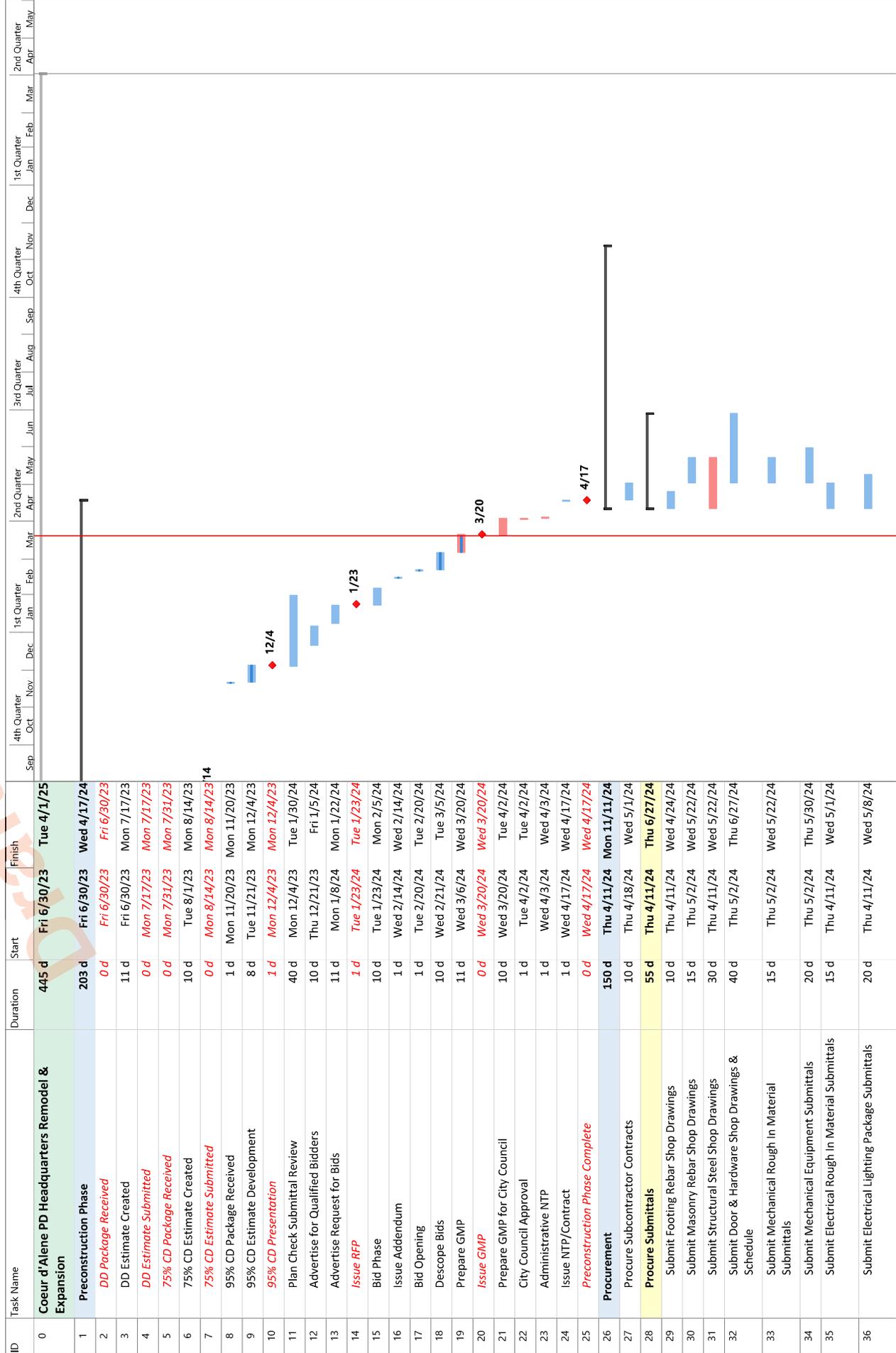




Exhibit A.4 - Baseline Project Schedule

City of Coeur d'Alene - Police Department
HQ Remodel & Expansion
GMP

ID	Task Name	Duration	Start	Finish	Quarter																						
					4th Quarter	3rd Quarter	2nd Quarter	1st Quarter	4th Quarter	3rd Quarter	2nd Quarter	1st Quarter	4th Quarter	3rd Quarter	2nd Quarter	1st Quarter											
					Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		
37	Submit Electrical Gear Submittals	20 d	Thu 4/25/24	Wed 5/22/24																							
38	Submit Plumbing Rough In Material Submittals	15 d	Thu 5/2/24	Wed 5/22/24																							
39	Submit Plumbing Equipment & Fixture Submittals	20 d	Thu 5/2/24	Thu 5/30/24																							
40	Submit Millwork Submittals	40 d	Thu 5/2/24	Thu 6/27/24																							
41	Submit Aluminum Storefront & Curtain Wall Shop Drawings	40 d	Thu 4/11/24	Thu 6/6/24																							
42	Submit Civil UG Submittals	15 d	Thu 5/2/24	Wed 5/22/24																							
43	Submit Metal Panels	30 d	Thu 5/2/24	Thu 6/13/24																							
44	Submit CMU Submittals	15 d	Thu 5/2/24	Wed 5/22/24																							
45	Submit Roof Submittals	40 d	Thu 5/2/24	Thu 6/27/24																							
46	<i>Submittal Procurement Complete</i>	<i>0 d</i>	<i>Thu 6/27/24</i>	<i>Thu 6/27/24</i>																							
47	Procure Deferred Submittals	55 d	Thu 4/11/24	Thu 6/27/24																							
48	Submit Joist & Deck Drawings	20 d	Thu 4/11/24	Wed 5/8/24																							
49	Submit Fire Sprinkler Drawings	40 d	Thu 5/2/24	Thu 6/27/24																							
50	Submit Fire Alarm Drawings	40 d	Thu 5/2/24	Thu 6/27/24																							
51	<i>Deferred Submittal Procurement Complete</i>	<i>0 d</i>	<i>Thu 6/27/24</i>	<i>Thu 6/27/24</i>																							
52	Review Deferred Submittals	50 d	Thu 5/9/24	Fri 7/19/24																							
53	Review Joist & Deck Submittals	5 d	Thu 5/9/24	Wed 5/15/24																							
54	Review Fire Sprinkler Drawings	15 d	Fri 6/28/24	Fri 7/19/24																							
55	Review Fire Alarm Drawings	15 d	Fri 6/28/24	Fri 7/19/24																							
56	<i>Deferred Submittal Review Complete</i>	<i>0 d</i>	<i>Fri 7/19/24</i>	<i>Fri 7/19/24</i>																							
57	Submittal Review	60 d	Thu 4/25/24	Fri 7/19/24																							
58	Review Footing Rebar Shop Drawings	15 d	Thu 4/25/24	Wed 5/15/24																							
59	Review Masonry Rebar Shop Drawings	15 d	Thu 5/23/24	Thu 6/13/24																							
60	Review of Structural Steel Shop Drawings	15 d	Thu 5/23/24	Thu 6/13/24																							
61	Review of Door & Hardware Shop Drawings & Schedule	15 d	Fri 6/28/24	Fri 7/19/24																							
62	Submit Mechanical Rough In Material Submittals	15 d	Thu 5/23/24	Thu 6/13/24																							
63	Review of Mechanical Equipment Submittals	15 d	Fri 5/31/24	Thu 6/20/24																							
64	Review Electrical Rough In Material Submittals	15 d	Thu 5/2/24	Wed 5/22/24																							
65	Review Electrical Lighting Package Submittals	15 d	Thu 5/9/24	Thu 5/30/24																							
66	Review of Electrical Gear Submittals	15 d	Thu 5/23/24	Thu 6/13/24																							
67	Review Plumbing Rough In Material Submittals	15 d	Thu 5/23/24	Thu 6/13/24																							
68	Review of Plumbing equipment & Fixture Submittals	15 d	Fri 5/31/24	Thu 6/20/24																							
69	Review of Millwork Submittals	15 d	Fri 6/28/24	Fri 7/19/24																							

Task Summary: Summary, Milestone, Deadline, Progress, Critical

VIEW 00 - OAC

Dated 03/21/24

Pages 2 of 5

Exhibit A.5 Coeur d'Alene Police Headquarters Addition Site Logistics Plan



**CITY COUNCIL
STAFF REPORT**

DATE: APRIL 2, 2024

FROM: MELISSA TOSI; HUMAN RESOURCES DIRECTOR

SUBJECT: COMPENSATION PROJECT PROPOSAL FOR FLSA EXEMPT CLASSIFICATIONS

Decision Point: Should Council approve the compensation project proposal with Ameriben, Human Resource Consulting, to review all FLSA exempt classifications?

History: The last classification and compensation study done for the City was completed in 2017. Since then, Human Resources has done many analyses of hourly classifications to ensure market and internal equity. The FLSA exempt salaried positions would benefit from an outside review due to the higher wages, the larger percentage difference between pay grades, an updated review on pay grade leveling, and incorporating the Police Captains into our pay structure. The Police Captain classification is the only exempt classification that is leveled outside the City's structure.

At project completion, Ameriben will provide the City of Coeur d'Alene with the following:

1. Job valuation for internal equity. A report with a summary of the job valuation analysis and recommended grade level placement for each of the FLSA exempt positions. This may include a recommendation for an expansion or contraction of the existing pay grades.
2. Pay structure chart refinement. Recommendations as needed to align revised grade levels with the existing pay structure.
3. Executive summary final report of all completed tasks, methodology, findings, and recommendation.

Once the project is started, the anticipated completion timeline is 60 days.

Financial: On a standard basis, Ameriben charges \$225 per review of a classification and includes any recommendations or changes to job description language and leveling based on external and internal equity. The City has 35 exempt positions which will total \$7,875. An additional \$2,000 will be included in the fee proposal for the overall pay structure review and recommendations. The total proposed cost for the project is \$9,875.

Performance Analysis: This compensation project concept was discussed with Council last year, receiving support at the time. However, this project is not currently included in the fiscal year 2023-2024 budget and, therefore, if approved by Council, the project would be paid using the City's fund balance. By doing this project now, Council would be able to consider the recommendations prior to finalizing the fiscal year 2024-2025 budget.

Decision Point/Recommendation: Council should approve the compensation project proposal with Ameriben, Human Resource Consulting, to review all FLSA exempt classifications.

	
Compensation Project Proposal	Review of FLSA Exempt positions
03.25.2024	

Background	
<ol style="list-style-type: none">1. Last overall City compensation and classification project was completed in 2017.2. FLSA exempt positions are pay grade 21 – 14.3. Approximately 35 FLSA exempt positions.4. Incorporate Police Captains into leveling.	
2	

Kinds & Levels Chart

Updated: 1/08/2024

Pay Grade	Administration Legal Municipal Services	PW Water Wastewater Streets & Engineering	Public Safety Police Chief Fire Chief	Parks & Recreation Library	Community Development Building
21-18 12%	21 City Administrator				
	20 Legal Services Dir-City Attorney				
	19 Finance Director/Treasurer Human Resources Director Municipal Services Dir-City Clerk Chief Deputy City Attorney				
17-16 10%	17 Comptroller IT Database Application Developer Deputy City Attorney IT Network Systems Administrator	City Engineer/Lead Project Mgr			Building Official
		Lab & Pretreatment Supervisor Asst. Wastewater Director Asst. Water Director Asst. Streets & Eng. Director Engineering Project Manager Capital Program Manager Utilities Project Manager			
15-14 9%	15 Assistant City Attorney		Deputy Fire Chief IT Sys. Analyst Coordinator	Parks Superintendent Recreation Superintendent	
	14 Accountant Network Specialist	Chief Wastewater Operator Collection Supervisor Asst. Project Manager		Building Maintenance Superintendent	Sr. Bldg. Inspector/Plans Examiner Senior Planner

3

Project Deliverables

1. Job Valuation for Internal Equity
 - Recommended grade level placement
 - May include expansion or contraction of existing pay grades
2. Pay Structure Chart Refinement
 - Recommendations as needed to align revised grade levels with the existing pay structure
3. Executive Summary Final Report



Anticipated timeline = 60 days

Fee proposal = \$9,875

4



Summary

- Reviewing the exempt positions leveling was discussed with Council last year, receiving support at that time.
- This project cost is currently not included in the current budget. If approved, the project cost will be paid using the City's fund balance.
- By completing the project now, Council would be able to consider the recommendations as we move through discussions with the fiscal year 2024-2025 budget.

5

RESOLUTION NO. 24-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A COMPENSATION PROJECT PROPOSAL WITH AMERIBEN, HUMAN RESOURCE CONSULTING, TO REVIEW ALL FLSA EXEMPT CLASSIFICATIONS.

WHEREAS, the Human Resources Director for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve a Compensation Project Proposal with AmeriBen, Human Resource Consulting, to review all FLSA exempt classifications, pursuant to terms and conditions set forth in the Proposal, a copy of which is attached hereto as Exhibit "A" 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 approve a Compensation Project Proposal with AmeriBen, Human Resource Consulting, to review all FLSA exempt classifications, 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 Proposal to the extent the substantive provisions of the Proposal remain intact.

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

DATED this 2nd day of April, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.



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Compensation Project Proposal

City of Coeur d’Alene
2023-2024

Background

The City of Coeur d’Alene presently has approximately 35 total FLSA exempt classifications. The City has requested a review of the job descriptions for each of these exempt positions and to provide proposed leveling for each.

The City reports that the job descriptions for each of these exempt positions are up to date.

Additionally, the City of Coeur d’Alene is seeking guidance on pay structure best practices and recommendations for addressing grade level differences.

In support of this request, AmeriBen is pleased to present the following to the City of Coeur d’Alene.

Project Scope and Steps

Job Valuation for Internal Equity

A review of *Internal Equity* establishes a hierarchy of jobs across occupational categories and levels of responsibility. In the job valuation process, AmeriBen reviews job descriptions analyzing the whole job, including the primary functions, duties, and responsibilities and the minimum qualifications. **Every job is reviewed and evaluated as though it is vacant: the incumbent’s personal skills, education, or experience is not considered.** Jobs are reviewed in compliance with the Equal Pay Act to determine level of effort, skill, responsibility, and working conditions associated with the job. We also consider the level of communication and customer service; supervision given and received; problem-solving and innovation; and decision-making. In the job review process, AmeriBen reviews the class specification or job description and other associated information, as well as other descriptions within the same job series (if they exist) and/or other positions in the associated and surrounding pay levels.

A summary of the job valuation analysis and a recommended grade will be written for each of the 35 exempt positions. The FLSA classification is presumed to be exempt, if in the process of the job evaluation process AmeriBen notices any positions that would be better classified as nonexempt, this information will be communicated to the City’s HR Director.

Anticipated project timeline for this phase of the project is approximately 45-60 days. AmeriBen can begin work on this project on March 1, 2024.



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Pay Structure Chart/Refinement

AmeriBen will work with key stakeholders to apply The City of Coeur d'Alene's **pay philosophy** (how employees should be recognized and rewarded for their contributions, while still having a competitive salary structure to attract and retain staff). Based on the pay philosophy that has been determined, AmeriBen can recommend best practice adjustments to The City of Coeur d'Alene's pay structures.

Anticipated timeline for this phase of the project is approximately 60 days.

Not included in the Project

- External comparison to other entities.
- Validation of position descriptions through interviews or review of Position Description Questionnaires.
- On-site visit and presentation to City Leaders.
- Detailed review of salary administration guidelines.

Project Deliverables

At project completion, AmeriBen will provide The City of Coeur d'Alene with the following:

1. **Job Valuation for Internal Equity**
 - A report with a summary of the job valuation analysis and recommended grade level placement for each of the 35 exempt positions, this report may include expansion or contraction of the existing pay grades.
2. **Pay Structure Chart Refinement:**
 - Recommendations as needed to align revised grade levels with the existing pay structure.
3. **Executive Summary Final Report** of all completed tasks, methodology, findings, and recommendations.

The draft final report will be presented to the designated leader (HR Director) at the City of Coeur d'Alene for review, prior to completion, for questions and suggestions. The final report will then be presented to the City of Coeur d'Alene.



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Fee Proposal

This fee includes all mutually agreed-upon meetings and deliverables as described above. Any changes may result in a change in the proposed fee and will be by written mutual agreement.

• Job valuation and summary @ \$225 * 35	\$ 7,875
• Pay structure review and recommendations (estimated 12-15 hours)	\$ 2,000
• <i>Report and findings preparation included in the above</i>	-
	\$9,875 total

Pricing is effective through April 2024

Pricing

Any changes in scope will be mutually agreed upon and price will be adjusted accordingly. Any additional cost will be pre-approved by client.

Billing

To be billed 50% when the project begins and the balance at project completion.

Agreement

Authorized Signature, Title	Date	Brenda Blitman, Sr. HR Consultant	Date
THE CITY OF COEUR D'ALENE, INC		AMERIBEN HR CONSULTING	01/29/24

**CITY COUNCIL
STAFF REPORT**

DATE: **APRIL 2, 2024**

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

SUBJECT: **PERSONNEL RULE AMENDMENT**

Decision Point: Should Council approve amendments for Rule 11 – Attendance and Leaves, Section 12, Retirement Consultation Benefit?

History: In certain situations, consulting with a City of Coeur d'Alene retiree has proven beneficial due to an identifiable need for consulting services for an area of expertise or specialized field.

This benefit has been utilized and approved in the past and the department head has been responsible for tracking the hours and projects the retiree has consulted on. Currently, the benefit pays the retiree/consultant \$1,000 over 24 months for their consulting services. The amendment will modify the payment method to compensate the retiree at \$100 per hour for their submitted hours each month, up until they reach the maximum benefit of \$24,000 or they reach the conclusion of the two agreement, whichever occurs first.

History typically shows that as times goes on, the need for consulting typically decreases, or the need for consulting hours were not as great as initially expected, or the need for consulting hours were far greater in the first year opposed to the second year. Furthermore, the retiree/consultant will be responsible for submitting a monthly statement of hours to their department head for verification each month. By amending this language, it is clear from the beginning the retiree/consultant will only be paid for hours worked, not the current set monthly rate.

These proposed amendments to the Personnel Rules have been discussed by the Executive Team and posted for all employees to review. The amendments were also sent to the Fire Union, Police Association and Lake City Employee's Association with no concerns noted.

Financial: There are no changes to overall costs associated with the Personnel Rule amendment. This is simply a more accountable funding method.

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 11 – Attendance and Leaves, Section 12, Retirement Consultation Benefit.



Personnel Rule Amendment

Rule 11 – Attendance and Leaves
Section 12, Retirement Consultation Benefit

04.02.2024

1

Purpose of Retirement Consultation Benefit

This is a discretionary medical benefit available to eligible retirees if there is an identifiable need for consultant services to the City.

Consultant: A professional who provides expert advice in a specialized field and has a wide knowledge of the subject matter.

- Identifiable need for consultant services
- Must meet certain criteria
- City Council approval required



Retirement Consultation Benefit

2

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Summary of Amendments

Changes

- Changing the Personnel Officer to the City Administrator.
- Deleting the requirement to leave position open for a minimum of sixty days .
- Changing monthly HRA VEBA benefit payment to be paid based on actual hours worked.

Reason for change

- The City Administrator is the Personnel Officer.
- Leaving the position open for 60 days is not always feasible.
- More accountable method of payment

Retirement Consultation Benefit

3

3



Employee Benefit

The employee/retiree will opt out of the City's medical insurance plan and receive \$24,000 into their HRA VEBA plan for 240 hours, for up to two years.

Retirement Consultation Benefit

4

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<h1>Employee Benefit</h1>		Retirement Consultation Benefit
<h3>Current Benefit</h3> <ul style="list-style-type: none">• Benefit will be paid in \$1,000 monthly payments until the full \$24,000 has been paid.• If employee completes 240 hours of consulting services prior to 2-year contract, remaining balance will be paid in lump sum.	<h3>Proposed Benefit</h3> <ul style="list-style-type: none">• Benefit will be paid on a monthly basis.• Retiree/consultant shall submit monthly statement of hours worked.• Department Head will verify hours submitted.• Payment shall be made to retiree's HRA VEBA plan for hours worked at \$100 per hour.• Benefit effective until termination of 2-year contract or the retiree is paid the maximum of \$24,000, whichever occurs first.	
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<h1>Summary</h1>		Retirement Consultation Benefit
<p>Overall benefit is the same, however, the proposed funding offers a more accountable funding method and provides flexibility based on when the consultant services are needed the most.</p>		
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RESOLUTION NO. 24-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING RULE 11, SECTION 12, OF THE CITY OF COEUR D'ALENE PERSONNEL RULES, RETIREMENT CONSULTATION BENEFIT.

WHEREAS, the need to revise Rule 11, Section 12, of the City of Coeur d'Alene Personnel Rules, Retirement Consultation Benefit, has been deemed necessary by the City Council; and

WHEREAS, said amendments to the Personnel Rules have been properly posted ten (10) days prior to this Council Meeting; and

WHEREAS, no objections have been made to the amendments; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such amendments, attached hereto as Exhibit "A," be adopted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the amendments to Rule 11, Section 12, of the City of Coeur d'Alene Personnel Rules, attached hereto as Exhibit "A," be and are hereby adopted.

DATED this 2nd day of April, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

SECTION 12. Retirement Consultation Benefit

- (a) **Purpose:** This is a discretionary medical benefit available to employees seeking retirement if the decision to retire results in cost savings and there is an identifiable need for consultant services to the City.
- (b) **Definition:** For the purpose of this section, the following term has the following meaning.
 - (1) Consultant: A professional who provides expert advice in a specialized field and has a wide knowledge of the subject matter.
- (c) **Employee Responsibility:** To be eligible for consideration, the employee must first meet with their department head to discuss the need for consultant services. If the department head agrees there is an identifiable need for consultant services, the employee will submit a written request to the Human Resources Director, at least ninety (90) days prior to separation of employment.
- (d) **Department Head/Employer Responsibility:** The written request from the employee will be reviewed by the Department Head, Human Resources Director, Finance Director and the ~~Personnel Officer~~ City Administrator to verify that the criteria are met. If criteria are met, the Department Head will be responsible to present the information to City Council for approval.

In determining if the City should grant the retirement consultation benefit the City will take into account the following criteria:

- (1) The employee must be eligible for retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code pertaining to P.E.R.S.I.,
- (2) The retirement must result in a savings of at least \$ \$40,000 over two (2) years.
- (3) The department head will provide the following information to justify the necessity of the retiree's consultation to the City.
 - i. Detailed description of the scope of consultant work.
 - ii. An evaluation of the employees overall job performance prior to retirement.
 - iii. A staffing plan on re-filling the position.
- (4) The retiree's availability to provide professional consultation services to the City for a minimum of two hundred forty (240) hours, for up to two (2) years.
- (5) The employee must be willing to sign an agreement releasing the City of Coeur d'Alene of any and all claims of the employee. The agreement will further outline the terms of the separation and provide a guarantee to the City for consultant services. No payment shall be paid directly to the employee.

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~~(6) The department head will not re-fill the position for a minimum of sixty (60) days from the date of the employee's retirement.~~

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- (e) **Employee Benefit:** The employee will opt out of the City's medical insurance plan and receive up to twenty-four thousand dollars (\$24,000) into their HRA/VEBA plan.

~~The twenty-four thousand dollars (\$24,000) will be paid in monthly payments to their VEBA account of one thousand dollars (\$1000.00) and continuing until the full amount has been paid out. However, if the employee completes two hundred and forty hours of consulting services prior to the termination of the two-year contract, the remaining balance of the \$24,000.00 will be paid to the employees VEBA account in a lump sum.~~

The HRA VEBA contribution will be paid on a monthly basis. The retiree/consultant shall submit a monthly statement of hours to their previous Department Head by the fifth of each month. After verification of hours, payment shall be made into the retiree's HRA VEBA plan for hours worked in the previous month at the rate of One Hundred Dollars (\$100.00) per hour up until termination of the two-year contract or the retiree is paid the total of twenty-four thousand dollars (\$24,000), whichever occurs first.

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**CITY COUNCIL MEETING
STAFF REPORT**

DATE: APRIL 2, 2024
FROM: STEPHANIE PADILLA, ACCOUNTANT
RE: APPROVAL OF A CONTRACT WITH MELISSA COLE FOR THE BIOGAS FLARE
PUBLIC ART AT THE ADVANCED WASTEWATER TREATMENT FACILITY

DECISION POINT: Should Council approve a contract with Melissa Cole for the biogas flare public art at the Advanced Wastewater Treatment Facility in the amount of \$75,000.00?

HISTORY: The City of Coeur d’Alene Arts Commission issued a national Request for Artist Qualifications on August 22, 2023, for public art at the Advance Wastewater Treatment Facility (AWTF) incorporating the biogas flare. The biogas flare is located near the Centennial Trail and the Spokane River on the AWTF property. The National Request was managed through the City’s account with CallforEntry.Org (CaFE), which is an online call-to-artists listing site. Interested parties were invited to submit their qualifications through CaFE, and then all eligible submissions were reviewed by a selection committee consisting of seven (7) voting members including: citizens, arts professionals, a City Councilmember, and two (2) non-voting members.

The City received a total of 46 artist qualification submissions through CaFE and, after an initial review, it was determined that four (4) artists met the minimum qualifications. The four (4) artists each received a \$1,000 honorarium to provide sketched details, materials list, rendering narration, budget, and a maquette of the proposed art piece. Public input was gathered through public viewing and voting at the Coeur d’Alene Public Library.

The selection committee met on March 21, 2024, to review the public votes and comments. After a thorough review and discussion, the voting members of the selection committee unanimously chose artist Melissa Cole, of Spokane Valley, Washington, and her art proposal entitled “Green Energy Dragon.” The selection committee was especially impressed with the research Ms. Cole conducted for the project and the associated Centennial Trial educational element pertaining to the biogas flare.

The recommendation was then presented to the Arts Commission at their meeting on March 26, 2024, where the Commission voted unanimously to accept the recommendation of the selection committee and to recommend that Council approve a contract with Melissa Cole for “Green Energy Dragon” in the amount of \$75,000.00. A recommendation to name the dragon “Sid,” after the longtime Wastewater Superintendent was also unanimously approved. Pursuant to the Request for Artist Qualifications timeline, the artwork is scheduled for completion and installation in October 2024.

FINANCIAL: The total budgeted amount, including contingencies, for AWTF Biogas Flare is \$75,000.00. The contract with Melissa Cole would be issued in that amount. Funding for the AWTF biogas flare public art will come from the Arts Fund – River District URD. Ignite CDA annually provides two percent (2%) of its income to the City for public art within the Urban Renewal Districts.

DECISION POINT/RECOMMENDATION: Council should approve a contract with Melissa Cole for the biogas flare public art at the Advanced Wastewater Treatment Facility in the amount of \$75,000.00.

ATTACHMENT: Artist Proposal

Green Energy Dragon

By Melissa Cole

**4917 N Boeing Road
Spokane Valley, WA 99206
Email: sirenagraphics@hotmail.com
Cell: (509) 496-1029
Web: www.melissacole.com**

Coeur d'Alene AWTF Biogas Flare Public Artwork
"Green Energy Dragon" by Melissa Cole
Narrative Description

How fortunate Coeur d'Alene's citizens are to have a publicly owned Advanced Wastewater Treatment Facility interested in creating an environment that fosters community education, participation and fun!

I am honored to have been chosen as a finalist and to be part of this process. AWTF's main goal is to "significantly beautify and delight those passing by the AWTF, while at the same time providing an educational element pertaining to biogas along the Centennial Trail." They are actively seeking creative and fun ways to engage and educate trail users and AWTF visitors of "what is biogas and what is it used for?"

In short, biogas is a byproduct of one of many wastewater treatment processes and is often used for power generation or as a heat source. The anaerobic bacteria within the wastewater feed upon the waste which creates methane as a byproduct. All of the buildings at the AWTF are actually heated with this green energy.

My design "Green Energy Dragon" is inspired by the existing shape of the biogas flare infrastructure, the continuously flickering flame, my background in biology, and the fact that 2024 is the Chinese Year of the Dragon.

I have endeavored to create a design that is powerful yet whimsical and which will attract visitors' attention from both sides of the Centennial Trail fence. The design also includes an educational component which offers viewers a visual description, in glass mosaic, of how anaerobic bacteria convert waste to methane. This design highlights the amazing transformation of recycling wastewater into a viable "Class A" clean water source as well as the green biogas byproduct.

In addition, I will be including community participation by involving the students of the Coeur d'Alene Boys and Girls Club in the fabrication of mosaic elements that will be included in the final sculpture. These participating children will also be touring the AWTF to learn more about the wastewater treatment process.

The "Green Energy Dragon" sculpture is made up of several components in order to allow access to the biogas flare infrastructure by AWTF employees, while at the same time providing an engaging, artistic sculpture for visitors. On either side of the 14-foot-long gas pipes, there will be two sculptural "walls", approximately 4 feet tall by 15 feet long. These sculptural walls make up the "body" of the dragon.

The side of the sculpture facing the plant will be constructed of steel tubing and metal expansion sheeting colored an iridescent green with auto paint and sealed with auto clear. This metal mesh allows for weekly visual inspection of the biogas infrastructure as well as easy removal of the existing circular grate.

The side of the sculpture facing the Centennial Trail will mimic the form of the metal dragon body but will be constructed of sculpted concrete. I will embellish it using glass mosaic and epoxy grout with the educational design depicting the production of biogas.

The mosaic elements created by the community participants are to be included in this design. The fused glass tile that I use is 100% recycled glass made from water bottles and windshields. It is low maintenance, durable and able to withstand the extreme weather conditions of Coeur d'Alene's seasons.

The dragon's head, approximately four feet wide by five feet tall, will be a three-dimensional welded stainless-steel sculpture encompassing the biogas flume barrel, leaving a gap of 3+ inches on all sides of the infrastructure. I will decorate it with high fire ceramic paint (similar to what is used on barbeque grills.) which can withstand the high temperatures of the biogas flame. The head will sit atop the two sculptural walls, that make up the body of the dragon.

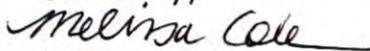
The dragon sculpture will be installed on top of a pre-poured sculpted concrete pad. I will embellish the concrete pad with blue concrete stain, glass mosaic and epoxy grout. The design represents clean water and the nearby Spokane River.

The "Green Energy Dragon" fulfills the goals of the AWTF by creating a beautiful, delightful, and engaging sculpture with an educational component. In addition, it includes the participation of local community members and children. It is also made with durable, low maintenance, and environmentally sourced materials.

It is my great hope that this sculpture is allowed to take up residence at the AWTF and become a much loved and anticipated character to visit along the Centennial Trail.

Thank you for this exciting opportunity.

Sincerely,



Melissa Cole

(509) 496-1029

Coeur d'Alene AWTF Biogas Flare Public Artwork
"Green Energy Dragon" by Melissa Cole
Proposed Construction Schedule

May 2024 (Exact date TBD by City)

- * Contract signed
- * Work plan/schedule completed
- * Specifications (approximate weights, dimensions etc.) sent to structural engineer (Parametrix) so that construction documents can be created and approved.
- * Materials ordered (concrete, wediboard, thinset mortar, fiberglass mesh, glass tile, concrete stain, epoxy grout, stainless steel sheets and tubes, steel expansion sheeting, high temperature paint, auto primer and paint, auto clear, welding supplies, hardware etc.)

June 2024

- *Fabrication commences- sculpted concrete and glass mosaic at Melissa Cole Studios and welded sculpted steel at Northwest Sculpture.

July 15 2024

- *Construction documents completed
- *25% of fabrication completed

August 2024

- *40% of fabrication completed
- *Community mosaic workshops and AWTF tour conducted with CdA Boys and Girls Club participants. (They will be creating mosaic elements that will be included in the final design as well as learning about biogas and how it is created during the tour of AWTF)

September 15 2024

- *Progress photos of community mosaic workshop and AWTF tour available
- *60-75% of fabrication completed

October 2024

- *On site sculpted concrete slab poured. (Magic Craftsman)
- *On site embellishment of concrete slab with concrete stain and glass mosaic (Melissa Cole)
- *On site infrastructure for installation completed (Northwest Sculpture)
- *Final fabrication of artwork completed by Melissa Cole Studios and Brad McDonald of Northwest Sculpture

November 15 2024 (exact dates TBD)

- *Transportation of finished sculptural elements to worksite.
- *Installation of finished sculpture on sculpted concrete pad.

Estimated Budget and Materials for biogas sculpture Coeur d'Alene Wastewater Treatment Plant
Green Energy Dragon
Melissa Cole

Materials

1)	Exterior glass tile for mosaic	\$2,500.00
2)	Thinset mortar, concrete, fiberglass mesh & epoxy grout, concrete stain	\$2,000.00
3)	Wedi Board (exterior waterproof concrete board)	\$500.00
4)	Stainless steel sheets and tubes, rebar.	\$7,500.00
5)	36x48 Steel expansion sheets	\$3,000.00
6)	Wire, spheres for eyes, grinding pads, oxygen, acetylene, powdercoating, high temperature paint, auto paint, auto clear.	\$1,500.00

Fabrication

1)	fabrication fee for welded metal portion of dragon sculpture \$55 per hour (Northwest Sculpture-Brad McDonald) 185 hours	\$10,175.00
2)	fabrication fee for concrete sculpture with glass mosaics and workshops with CdA Boys and Girls Club students \$35 per hour, 280 hours	\$9,800.00

Transportation

Transportation of sculpture to AWTF	\$500.00
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Installation

1)	Contractor fee	\$5,000.00
2)	Contractor fee for sculpted concrete pad (Magic Craftsman-Roch Fautch)	\$6,000.00
3)	Contractor fee for pad embellishment (concrete stain and onsite tile mosaic work)	\$1,500.00

Insurance

Jack Praxel State Farm Liability Insurance	\$825.00
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Engineering Fee

DeAnn Arnholtz Senior engineer at Parametrix	\$1,200.00
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Artist Fee

15% of budget	\$11,250.00
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Contingency Funds

1) Unforeseen circumstances 10% required: increased engineering fees, increased material costs, city permits, clean up etc.	\$7,500.00
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Idaho Sales Tax 6%

\$4250.00

TOTAL:

\$75,000

Compensation Schedule

May 2024 (exact date TBD by City), Contract Signed and Commencement of Artwork Creation and Fabrication Begins.

Deliverable #1

Signed Contract, Work plan/schedule

\$20,000.00

July 15th 2024

Deliverable #2

Construction documents, progress pictures of 25% of fabrication completed

\$20,000.00

September 15th 2024

Deliverable #3

Progress pictures of community mosaic project (CdA Boys and Girls Club),

Progress pictures of 60% fabrication completed

\$20,000.00

November 15th 2024 (exact date TBD)

Deliverable #4

Progress pictures of 100% of fabrication completed.

Installation completed.

\$15,000.00 (or remainder if 10% contingency funds have not been utilized)

Biogas Flare Public Art at the Advanced Wastewater Treatment Facility

Arts Commission Recommendation
“Green Energy Dragon” by Artist Melissa Cole

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Biogas Flare Site Proposal



3

Narrative

“Green Energy Dragon” by Artist Melissa Cole

“The design, “Green Energy Dragon” is inspired by the existing shape of the biogas flare infrastructure, the continuously flickering flame, my background in biology, and the fact that 2024 is the Chinese Year of the Dragon.

I have endeavored to create a design that is powerful yet whimsical and which will attract visitors’ attention from both sides of the Centennial Trail fence. The design also includes an educational component which offers viewers a visual description, in glass mosaic, of how anaerobic bacteria convert waste to methane. This design highlights the amazing transformation of recycling wastewater into a viable “Class A” clean water source as well as the green biogas byproduct.”

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Artist Melissa Cole



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Artist Melissa Cole



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Request Council Approve a Contract with Melissa Cole for
the biogas flare Public Art at the Advanced Wastewater
Treatment Facility in the Amount of \$75,000.

RESOLUTION NO. 24-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONTRACT WITH MELISSA COLE FOR THE DESIGN, FABRICATION, AND INSTALLATION OF PUBLIC ART ENTITLED "GREEN ENERGY DRAGON" AT THE WASTEWATER TREATMENT FACILITY BIOGAS FLARE.

WHEREAS, the Arts Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with Melissa Cole for the design, fabrication, and installation of public art entitled "Green Energy Dragon" for the Advanced Wastewater Treatment Facility incorporating the biogas flare, pursuant to terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "A" 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 contract.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a contract with Melissa Cole for the design, fabrication, and installation of public art entitled "Green Energy Dragon" for the Advanced Wastewater Treatment Facility incorporating the biogas flare, 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 contract to the extent the substantive provisions of the contract remain intact.

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

DATED this 2nd day of April, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

**DESIGN, FABRICATION, AND INSTALLATION
SERVICES CONTRACT FOR ARTWORK AT THE
ADVANCE WASTEWATER TREATMENT FACILITY BIOGAS FLARE
ENTITLED “GREEN ENERGY DRAGON”**

THIS CONTRACT is made and entered into this 2nd day of April 2024, between the **CITY OF COEUR D’ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the “City,” and **MELISSA COLE**, whose address is 4917 N. Boeing Rd., Spokane Valley, WA 99206, hereinafter referred to as the “Artist.”

WHEREAS, the Arts Commission (hereinafter referred to as the “Commission”) issued a Call to Artists for the Advance Wastewater Treatment Facility – Biogas Flare located near the Centennial Trail and Spokane River in the City (hereinafter referred to as the “Site”); and

WHEREAS, authority lies with the Commission to recommend contracts for the acquisition, design, execution, fabrication, transportation, and installation of artworks, including payments for the support of the artist selection process, design, execution, and placement of public art; and

WHEREAS, after a thorough and robust review of the submissions by the selection committee of the Commission, the Commission recommended selection of the Artist’s piece entitled “Green Energy Dragon” for the Advance Wastewater Treatment Facility biogas flare in the City (hereinafter the “Artwork”); and

WHEREAS, the Artist is a recognized and established artist of good reputation; and

WHEREAS, the Artist and the City wish to undertake the obligations expressed herein.

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1. Scope of Services.

1.1 Artist’s Obligations.

a. The Artist shall perform all services and furnish all supplies, material, and/or equipment as necessary for the design, fabrication, and installation of the Artwork for the Site, except as otherwise provided herein. Services shall be performed in a professional manner and in compliance with all terms and conditions of this Contract.

b. The Artwork shall comply with the Artist’s Proposal, attached hereto and incorporated herein as Exhibit “A” (hereinafter referred to as the “Proposal”), except as otherwise provided herein. Any substantial changes to the Proposal must be approved by the Commission in advance.

- c. The Artist shall complete the fabrication and installation of the Artwork within six (6) months after execution of this Contract by both parties.
- d. The Artist shall secure any and all required licenses, permits, and similar legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork at the Site.
- e. The Artist shall arrange the transportation and installation of the Artwork in consultation with the Commission. If the Artist does not install the Artwork, the Artist shall supervise and approve the installation. All costs of transportation and installation will be borne by the Artist. Any pad required for the Artwork shall be engineered in accordance with Idaho law and constructed in accordance with standard construction practices.
- f. The Artist shall provide required insurance in amounts and limits specified in Article 5.
- g. The Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.
- h. The Artist shall provide a description of all materials and products utilized in the Artwork, and of any required care and upkeep needed to properly maintain the Artwork.
- i. The Artist shall provide the Commission with photographic documentation of the Artwork during fabrications and installation.
- j. The Artist shall be available upon reasonable advance notice for meetings, ceremonies and similar presentations, as necessary.

1.2 City and Commission's Obligations.

- a. The City shall perform all its obligations in substantial compliance with all terms and conditions in this Contract.
- b. The Commission shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which are needed by the Artist in order to perform her obligations under this Contract.
- c. The Commission shall be responsible for compliance with all applicable zoning or environmental laws and regulations, and shall explain any limitations imposed by such laws and regulations to the Artist.
- d. The Commission shall provide and install a plaque or monument on or near the Artwork containing a credit to the Artist in substantially the following form: Copyright © Melissa Cole, [date of creation].

e. The Commission shall be responsible for leading the Artist through the required review process. The Commission shall be responsible for organizing and scheduling meetings with review entities and for providing the Artist written instructions for the materials required at such meetings.

1.3 Design.

a. The Artwork consists of a Dragon constructed of heavy steel tubing and metal expansion sheeting colored with auto paint. The side of the dragon facing the Centennial Trail will mimic the body of the dragon but will be constructed of sculpted concrete. The design on the constructed concrete will be a mosaic element of the chemical compound for biogas and glass mosaic pieces to create a dung beetles. The art piece will be approximately fourteen feet (14') tall, as depicted in the Proposal.

b. The Artist shall submit a final design, including drawings showing dimensions, within thirty (30) days of the execution of this Contract. The Commission shall notify the Artist of any revisions to the final design as are necessary for the Artwork to comply with any applicable laws, ordinances, and regulations, and other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the accepted Design.

c. The Artist shall prepare structural drawings detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings and supplementary documents shall indicate any issues involved in the construction, integration, and maintenance of the Artwork, as well as the identity of any third-party subcontractors needed to work on the project. The Artist shall present such drawings to a qualified engineer, licensed by the state of Idaho and paid by the Artist, for certification that the Artwork will be of adequate structural integrity and the Artist shall provide the Commission with such certification, signed and stamped by the licensed engineer.

1.4 Fee, Schedule, Payment.

a. The City shall pay the Artist a total of Seventy-Five Thousand Dollars and No/100's dollars (\$75,000.00) for all services performed under this Contract, payable, upon receipt of Artist's invoice, as follows:

1. \$18,750.00 at the start of the project;
2. \$18,750.00 at mid-construction;
3. \$18,750.00 at the time finished Artwork is placed on insured semi-truck;
4. \$18,750.00 within thirty (30) days after installation of the Artwork.

b. Except as otherwise provided in this Contract, the City shall not provide any additional compensation, payment, use of facilities, service or other things of value to the Artist in connection with performance of contract duties.

1.5 Installation.

- a. The Artist shall deliver to and install the completed Artwork at the Site. Transportation fees shall be paid by the Artist.
- b. The Artist will coordinate with the Commission to ascertain that the Site is prepared to receive the Artwork. The Artist must notify the Commission of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with the Commission to ensure timely coordination with the Commission's construction team. The Artist may not install the Artwork until authorized to do so by the Commission.
- c. Upon installation of the Artwork, the Artist shall provide the Commission with written instructions for the appropriate maintenance and preservation of the Artwork, along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the Sites are an unsecured public space that will be exposed to elements such as extreme weather, temperature variation, and considerable movement of people and equipment. The Artist must ensure that all maintenance requirements are reasonable in terms of time and expense. The Commission is responsible for the proper care and maintenance of the Artwork.

1.6 Approval and Acceptance.

The Artist shall notify the Commission in writing when all services as required of both parties by this Contract have been completed in substantial conformity with the approved Designs. The Commission shall promptly notify the Artist of the City's final acceptance of the Artwork within thirty (30) days after the Artist submit written notice pursuant to subparagraph a above or shall notify the Artist in writing of those services the Artist has failed to perform.

Article 2. Taxes.

Any state or federal sales, use, or excise taxes, or similar charges relating to the services and materials under this Contract shall be paid by the Artist in a timely fashion.

Article 3. Risk of Loss.

The Artist shall bear the risk of loss or damage to the Artwork until the City's final acceptance of the Artwork. The Commission shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control, or supervision of the Commission or its agent(s) for the purposes of transporting, storing, installing, or performing other services for the Artwork under this Contract.

Article 4. Artist's Representations and Warranties.

4.1 Warranties of Title.

The Artist represents and warrants that:

- a. The Artwork is solely the result of the artistic effort of the Artist;
- b. Except as otherwise disclosed in writing to the Commission, the Artwork is unique and original, and does not infringe upon any copyright or the rights of any person;
- c. The Artwork (or duplicates thereof) has not been accepted for sale elsewhere;
- d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Contract;
- e. The Artwork is free and clear of any liens from any source whatsoever;
- f. These representations and warranties shall survive the termination or other extinction of this Contract.

4.2 Warranties of Quality and Condition.

- a. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance by the City.
- b. If, within one year of final acceptance, the City observes any defect that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to the City or the Commission. The Commission shall give notice to the Artist of such breach with reasonable promptness.
- c. If, after one year from final acceptance, the City observes any defect that is curable by the Artist, the Commission shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the Commission may seek the services of any other person.
- d. If, within one year of final acceptance, the City observes a breach of warranty that

is not curable by the Artist, the Artist shall be responsible for reimbursing the City for damages, expenses, and loss incurred by the City or the Commission as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the Commission accepted that it may occur, it shall not be deemed a breach for purposes of this Contract.

e. The Artist warrants: that general routine cleaning and repair of the Artwork will be sufficient to maintain it within an acceptable standard for public display; that foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display; and that with general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable fracturing, staining, chipping, tearing, abrading, or peeling.

Article 5. Insurance and Indemnity.

5.1 General.

- a. The Artist acknowledges that, until final acceptance of the Artwork by the City, any injury to property or persons caused by the Artwork, including, but not limited to any loss occurring during the creation, storage, transportation, delivery, or installation of the Artwork, regardless of where such loss occurs, except to the extent caused by the actions of the City, its agents, or its employees, shall be the Artist's responsibility.
- b. To that end, the Artist shall maintain in full force and effect a policy of General Liability insurance that complies with Idaho Code § 6-924.

5.2 Indemnity.

The Artist shall indemnify, protect, defend, and hold harmless the City and the Commission, together with their subdivisions, officials, employees, and agents, from and against all liabilities, obligations, losses, damages, judgments, costs, or expenses (including legal fees and costs of investigation) arising from, in connection with, or caused by, any act or omission of the Artist, and from and against any infringement of patent, copyright, trademark, trade secret, or other proprietary right caused by the Artist. Notwithstanding the foregoing, the Artist shall have no obligation under this Section with respect to any Loss to the extent that it is caused by the negligence or willful misconduct of the City, the Commission, or their subdivisions, agencies, officials, employees, and agents.

Article 6. Ownership and Intellectual Property Rights.

6.1 Title.

Title to the Artwork shall pass to the City upon the City's written final acceptance and

payment for the Artwork. The Artist shall provide the City with any documents deemed necessary to transfer title.

6.2 Copyright Ownership.

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole creator of the Artwork for the duration of the copyright, subject to the rights of the City and Commission hereunder.

6.3 Reproduction Rights.

a. The Artist shall not make any reproductions of the final Artwork nor shall the Artist grant permission to others to do so except with the written permission of the City.

b. The Artist grants to the City and its assigns an irrevocable license to make reproductions of the Artwork for commercial or non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a professional manner.

f. The City is not responsible for any third-party infringement of the Artist's copyright and is not responsible for protecting the intellectual property rights of Artist.

Article 7. Alterations of Site or Removal of Artwork.

The Artist agrees that the City may remove or relocate the Artwork.

Article 8. Artist as an Independent Contractor.

The Artist, its agents, and employees agree to perform all services under this Contract as independent contractors and not as agents or employees of the City or the Commission. The Artist acknowledges and agrees that the Artist shall not hold himself out as an authorized agent of the City or Commission with the power to bind in any manner.

Article 9. Assignment of Artwork.

The Artwork and services required of the Artist are personal and shall not be assigned, sublet, or transferred without the prior written consent of the City.

Article 10. Termination.

10.1 Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to, acts of nature, war or warlike operations, superior governmental regulation or control, public emergency, or strike or other labor disturbance. Notice of termination of this Contract shall be given to the non-terminating party in writing not

less than seven (7) days prior to the effective date of termination.

10.2 The City may terminate this Contract without cause upon one (1) day's written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of the notice of termination, unless the Artist has failed to comply with any portion of this Contract.

10.3 If either party to this Contract shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations material to this Contract, the other party shall have the right to terminate this Contract by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after the date of the notice to cure the default. If it is not cured by that time, this Contract shall terminate. Termination shall not otherwise impair either party's legal rights.

10.4 If the Artist defaults, the Artist shall return to the City all funds provided by the City in excess of actual expenses already incurred. The Artist shall provide an accounting upon request. All finished and unfinished drawings, sketches, photographs, and other Artwork products prepared and submitted or prepared for submission by the Artist under this Contract may be retained by the Artist.

10.5 Upon receipt of notice of termination, the Artist and its subcontractors shall cease all services under this Contract.

Article 11. Notices and Documents.

Notices required under this Contract shall be delivered personally or through the U.S. mail, postage prepaid, registered or certified mail, return receipt requested, to the addresses stated above in the preamble of this Contract. Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

Article 12. Amendments.

No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both parties hereto.

Article 13. Choice of Law and Venue.

13.1 Choice of Laws. This Contract shall be governed by the laws of the State of Idaho both as to interpretation and performance.

13.2 Venue. Venue for any legal action shall be in the District Court of the First Judicial District in and for the County of Kootenai, State of Idaho.

Article 14. Entire Agreement.

This Contract, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the parties prior to the execution of this Contract shall affect or modify any of the terms or obligations.

IN WITNESS WHEREOF, this Contract is executed the day and year first written above.

CITY OF COEUR D'ALENE:

ARTIST:

James Hammond, Mayor

Melissa Cole, Artist

ATTEST:

Renata McLeod, City Clerk

**COEUR D'ALENE CITY COUNCIL
STAFF REPORT**

DATE: April 2, 2024
FROM: Troy Tymesen, City Administrator/Arts Commission Liaison
SUBJECT: Approval of MOU with Emerge CDA for student art scholarships

DECISION POINT: Should Council approve a Memorandum of Understanding (“MOU”) with Emerge CDA, Inc., (“Emerge”) to provide \$25,000.00 for student art scholarships?

HISTORY: The City of Coeur d’Alene Arts Commission was created to, among other things, stimulate and encourage, throughout the City and surrounding area, the study and presentation of the fine arts, as well as public interest and participation therein; to take such steps as may be necessary and appropriate to encourage public interest in the cultural heritage of our City; to expand the City’s cultural resources; and to encourage and assist freedom of artistic expression essential for the wellbeing of the arts. *See* Municipal Code § 2.84.040. The City adopted a Public Arts Policy in 1999. In that Policy, the City set out the goals of the Public Arts Program which included broadening the role of the artist in the community, promoting public dialogue and understanding of public art, and advocating for arts education.

Emerge is an Idaho non-profit company located in Coeur d’Alene. It was organized, in part, to benefit the Coeur d’Alene community through arts education and artist development.

Through this MOU, the City and Emerge seek to promote their mutual interests and goals by providing a scholarship program to assist young artists to attend classes for the development and honing of their artist talents. These scholarships provide primarily a public benefit by encouraging the development of our shared artistic and cultural life, and ensuring that the role of the arts in our community will grow and play a significant part in the welfare and educational experience of the citizens of Coeur d’Alene.

FINANCIAL ANALYSIS: The total funds to be provided by the City using dedicated Art Fund dollars would not exceed \$25,000. Scholarships will be provided in amounts between \$75.00 and \$125.00 per student and per class. Scholarships may not exceed the registration fee for the class. They will be awarded on the basis of need to students between the ages of 8 and 18. Emerge will hold at least two art shows per year, open to the public without fee and featuring the works of scholarship students.

PERFORMANCE ANALYSIS: The funding is for one year. If successful, the City may choose to fund for a subsequent year. The program will begin on April 1, 2024, if approved by Council.

DECISION POINT/RECOMMENDATION: Council should approve a scholarship program through a Memorandum of Understanding with Emerge CDA, Inc., in the amount of \$25,000.00 to provide an opportunity for needy students to attend art classes.

RESOLUTION NO. 24-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH EMERGE CDA, INC., TO PROVIDE STUDENT SCHOLARSHIPS FOR ART CLASSES.

WHEREAS, the City Administrator for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding with Emerge CDA, Inc., to provide student scholarships for Art Classes, pursuant to terms and conditions set forth in the Memorandum of Understanding, a copy of which is attached hereto as Exhibit "A" 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 Memorandum of Understanding.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Memorandum of Understanding with Emerge CDA, Inc., to provide student scholarships for Art Classes, 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 Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

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

DATED this 2nd day of April, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this _____ day of _____, 2024, between the **CITY OF COEUR D’ALENE**, hereinafter referred to as the “**City**,” by and through the **ARTS COMMISSION**, a duly established commission of the **City**, hereinafter referred to as the “**Commission**,” and **EMERGE CDA INC.**, a non-profit corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 119 N. 2nd Street, Coeur d’Alene, Idaho, hereinafter referred to as “**Emerge**.” The **City**, through the **Commission** and **Emerge**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – PURPOSE

- 1.01 The **Commission** has the duty and responsibility, as defined by the Ordinances of the **City**, to stimulate and encourage, throughout the **City** and surrounding areas, the study and presentation of the performing and fine arts, and public interest and participation therein, and to provide oversight for the **City** public arts program and other **City** public arts programs. In carrying out this duty and responsibility, the **Commission** may conduct classes for the community in the performing and fine arts.
- 1.02 **Emerge** was incorporated on March 17, 2015, for educational purposes to benefit the community of Coeur d’Alene through arts education and artist development.
- 1.03 **Emerge** provides public art classes for the purpose of stimulating and encouraging the study and presentation of fine arts, and public interest and participation therein for residents of the **City** and surrounding areas.
- 1.04 The **City** deems that scholarships to needy students provides primarily a public benefit in that art encourages the development of our shared artistic and cultural life, and will ensure that the role of the arts in our community will grow and play a significant part in the welfare and educational experience of the citizens of Coeur d’Alene.

ARTICLE 2 – SCHOLARSHIPS

- 2.01 Funds provided by the **Commission** shall be for the following uses and no others:
 - A. To provide scholarships in the amount of Seventy-five and no/100 Dollars (\$75.00) up to One Hundred Twenty-five and no/100 Dollars (\$125.00) each;
 - B. No scholarship shall exceed the registration fee for the class;
 - C. Scholarships shall be awarded by **Emerge** on the basis of need to students between the ages of seven (7) and eighteen (18) years old. Students must apply for scholarships on the form attached hereto as Exhibit “A.”

MEMORANDUM OF UNDERSTANDING

- D. Scholarships funded during the term of the Memorandum of Understanding shall not exceed the sum of Twenty-five Thousand and no/100 Dollars (\$25,000.00).
- E. **Emerge** agrees to hold at least two (2) art shows per year, open to the public without fee, featuring works created by students who received scholarships funding from the **Commission**. **Emerge** shall select the works to be displayed at each show, with the works returned to the students creating them at the close of the show.

2.02 The phrase “Scholarships provided by the Coeur d’Alene Arts Commission” shall be included in the title of any class hereunder, on all promotions for said classes, as well as any materials and promotions for the required art shows.

ARTICLE 3 - CLASSES

- 3.01 **Emerge** agrees that the classes it provides with be affordable to the general population and conducted in an ADA compliant facility.
- 3.02 **Emerge** agrees that the classes will be presented by professional instructors who will be compensated at competitive rates, and that high quality materials will be used.
- 3.03 **Emerge** agrees that it will not discriminate on the basis of race, color, religious creed, ancestry, age, sex, national origin, disability, sexual orientation and/or gender identity/expression.
- 3.04 **Emerge** will provide notice of the classes and the availability of scholarships to agencies working with underserved youths, including, but not limited to, the Boys and Girls Club, St. Vincent de Paul, and Children’s Village.
- 3.05 Classes provide will encompass a variety of fine arts, including painting (oil, acrylic, watercolor), pottery, drawing, fiber arts, sculpture, and print making.

ARTICLE 4 – STANDARDS

- 4.01 The **Commission** supports the First Amendment and encourages the depiction of the full range of ideas, concepts and emotions in the artwork of students provided scholarships.
- 4.02 The First Amendment does not protect obscenity, fighting words, incitement to violence, or defamation.
- 4.03 **Emerge** acknowledges and agrees that it will not allow scholarship students to create obscene artworks in or in connection with its classes, nor will it allow artworks created by scholarship students to contain threats, incitements to violence, or defamation.

MEMORANDUM OF UNDERSTANDING

4.04 All artwork produced by scholarship students shall be original and shall not violate the copyright of any other person.

ARTICLE 5 - TERM

5.01 The Term of this MOU shall be one (1) year. This MOU shall commence on April 1, 2024, and end on March 31, 2025. The MOU may be renewed on an annual basis upon the mutual agreement of the parties.

ARTICLE 6 - PAYMENT BY COMMISSION

6.01 **Emerge** must submit documentation showing the scholarships awarded to the **Commission** by the 10th of the month for scholarships awarded in the previous calendar month for payment in that month.

6.02 If the documentation is complete and in compliance with this MOU, reimbursement shall be made by the end of each calendar month for the work completed in the previous calendar month.

ARTICLE 7 - OVERSIGHT

7.01 Every ninety (90) days, **Emerge** shall provide the **Commission** a detailed report of all scholarship awarded, including the name of the student, the name of the class, whether the student successfully completed the class, a description of the artwork created, and photographs of the artwork.

7.02 **Emerge** shall also provide, on a quarterly basis, an organization budget for the following quarter for classes and art shows utilizing funds from the **Commission**, which budget shall show year-to-date figures.

SECTION 8 - TERMINATION

8.01 Termination

A. Either party may terminate this MOU prior to the expiration of the term, for any reason, upon thirty (30) days' written notice.

B. If **Emerge** violates any provision of this MOU, the **City** or the **Commission** may terminate this MOU without notice.

SECTION 9 - MISCELLANEOUS

9.01 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the MOU shall be made by either party without the written consent of the other party.

MEMORANDUM OF UNDERSTANDING

9.02 Ownership and Operations

- A. Pursuant to Idaho Code § 67-2359, **Emerge** 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 the People’s Republic of China.

- B. Pursuant to Idaho Code § 18-8703, **Emerge** certifies that it is not, and will not for the duration of this MOU 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.

IN WITNESS WHEREOF, the City of Coeur d’Alene and **Emerge** have signed this MOU. Counterparts have been delivered to the **City**, the **Commission**, and **Emerge**.

City of Coeur d’Alene

By _____
James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

Emerge CDA, Inc.

By _____
_____ (printed name)
Title: _____