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 <u>Public Hearings</u>. Any individual who wishes to address the Council on any other subject should plan to speak when <u>Item E - Public Comments</u> is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

November 18, 2025

- A. CALL TO ORDER/ROLL CALL
- **B. INVOCATION:** Angela Gifford: Village of Hope CDA
- C. PLEDGE OF ALLEGIANCE
- **D. AMENDMENTS TO THE AGENDA:** Any items added less than forty-eight (48) hours prior to the meeting are added by Council motion at this time. **Action Item.**
- **E. PUBLIC COMMENTS:** (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

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

F. ANNOUNCEMENTS:

- 1. City Council
- 2. Mayor Committee Appointments: Denise Yost, Mary Lee Ryba, and Kate Walker to the Arts Commission.
- **G. 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 November 4, 2025 and November 10, 2025 Council Meetings.
 - 2. Setting of the November 24, 2025 General Services/Public Works Committee Meeting.

- 3. Setting of public hearings for **December 2, 2025**:
 - a. (Quasi-judicial) Amendment No. 3 to the Coeur Terre Annexation and Development Agreement to modify Exhibit "E" changing the 10.91-acre C-17 zoned church property from "Urban Townhomes" to "Religious Assembly"; to be located at Hanley Avenue and Coeur Terre Boulevard in a portion of the north ½ of the northwest ¼ of Section 33, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho. The legal description is Full Circle Tracts, Lot 2, Block 1.

As Recommended by the City Clerk

- 4. Approval of Bills as Submitted.
- 5. Approval of Financial Report.

H. OTHER BUSINESS:

1. **Resolution No. 25-062** - Amending Personnel Rule 1 – General Provisions; Rule 10 – Probationary Period; Rule 12 – Pay Adjustment; and Rule 13 – Transfer, Demotion, Layoff, Resignation, and Reinstatement.

Staff Report by: Melissa Tosi, Human Resources Director

2. **Resolution No. 25-065** - Approval of a Professional Services Agreement with JUB Engineers, Inc. for Tertiary Membrane Filtration Expansion Project Phase 5C.3A in the amount of \$814,600.00.

Staff Report by: Mike Becker, Wastewater Capital Programs Manager

3. **Resolution No. 25-066** - Ratification of Change Orders 1-3 for the Compost Facility Maintenance Project Contract with Selland Construction.

Staff Report by: Mike Becker, Wastewater Capital Programs Manager

4. **Resolution No. 25-067** – Declaring there is only one vendor reasonably available for the purchase and installation of a new fire training facility, and awarding a contract with Taylord Systems LLC in the amount of \$373,820.

Staff Report by: Bill Deruyter, Deputy Chief

I. ADJOURNMENT

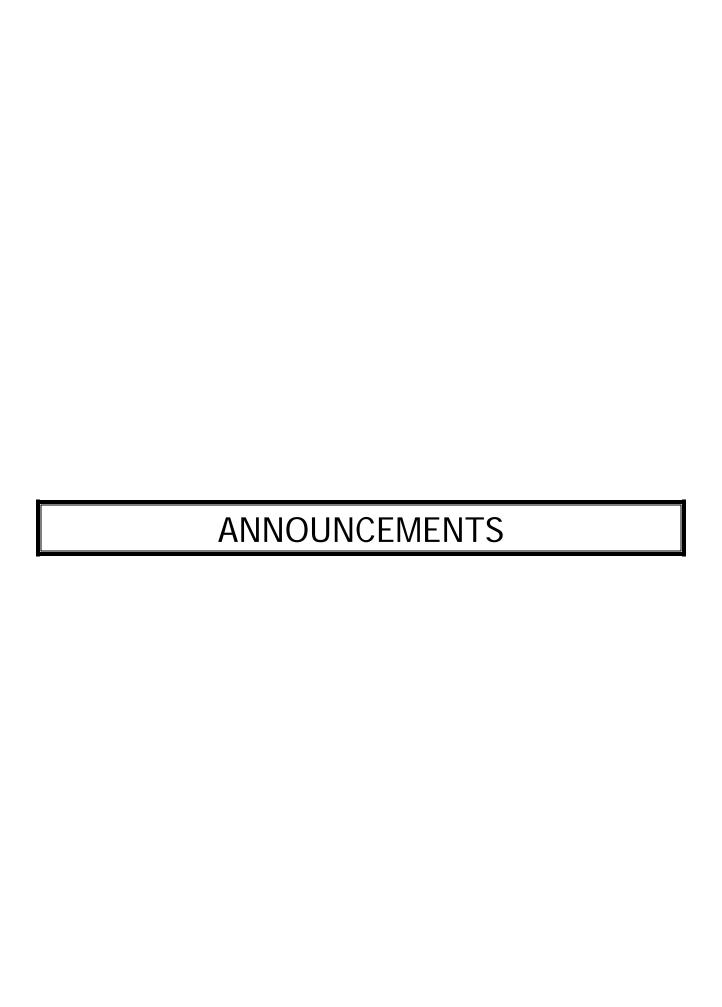
This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5, and on Facebook live through the City's Facebook page.

Coeur d'Alene CITY COUNCIL MEETING

November 18, 2025

MEMBERS OF THE CITY COUNCIL:

Woody McEvers, Mayor Council Members English, Evans, Gookin, Miller, Wood, Gabriel



MEMO TO COUNCIL

DATE: November 6, 2025

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointments are presented for your consideration for the November 18, 2025 Council Meeting:

DENISE YOST ARTS COMMISSION (Appointment)
MARY LEE RYBA ARTS COMMISSION (Reappointment)
KATE WALKER ARTS COMMISSION (Reappointment)

A copy of their Professional Data Sheet is attached, for your reference.

Sincerely,

Jo Anne Mateski Executive Assistant

cc : Renata McLeod, City Clerk

Troy Tymesen, Liaison for the Arts Commission



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

November 4, 2025

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 November 4, 2025, at 6:00 p.m., there being present the following members:

Dan English) Members of Council Present
Christie Wood)
Dan Gookin)
Amy Evans)
Kiki Miller)
Kenny Gabriel)

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

INVOCATION: Grant MacLean of the Trinity Luthera Church led the invocation.

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

PRESENTATIONS: Councilmember English read the Proclamation declaring International Day of the Girl on October 11, 2025. Brian Newberry, Chief Executive Officer of the Girl Scouts of Eastern Washington and Northern Idaho, accepted the proclamation. He expressed gratitude to the Mayor and City Council for their continued support of the Girl Scouts, especially through the annual proclamation. He highlighted the Girl Scouts' statewide activities during Idaho Week and emphasized the importance of hearing young voices in civic spaces. He announced a new cookie flavor, "Exploremores," launching next year, and shared that over 42,000 boxes of cookies and thousands of snack items were donated to military personnel, first responders, and healthcare workers. He concluded by celebrating the strong relationship between Coeur d'Alene and its Girl Scouts, noting the organization's growth and upcoming national convention in Washington, D.C.

PUBLIC COMMENTS:

Woody McEvers, Mayor

John Pulsipher, Coeur d'Alene, urged the Council not to adopt the Voluntary Separation Incentive Program, citing concerns about budget impact. Instead, he proposed generating revenue through voluntary hotel fees, similar to donation prompts at restaurants, to support city services. He also advocated for establishing a chaplaincy program for first responders immediately. Lastly, he suggested that if a City Council vacancy arises due to the election, the seat should be filled by the candidate with the highest vote count who did not win, as a way to honor the people's vote.

ANNOUNCEMENTS: Councilmember Kiki Miller shared two updates. First, she announced that the 5th Annual Housing Solutions Partnership Planning and Zoning Workshop will be held on December 4th in the library community room. The event is geared toward planning and zoning commissioners, elected officials, and housing industry professionals, and a full report will follow. Second, she reported that Republic Services has agreed to set up a recycling program for coroplast political signs, helping reduce landfill waste. She coordinated with Municipal Services Director Renata McLeod to notify other city clerks so candidates can be informed, and a news story about the initiative is expected soon.

Councilmember Dan Gookin reminded everyone that Leaf Fest is happening next week, starting in the southern part of town and moving north, and encouraged residents to place their leaves out for collection. He also raised concern about the Marriott Hotel construction site reportedly having sink holes. City Administrator Troy Tymesen responded, confirming that the issue is being actively addressed with engineers and developers, including video inspections and meetings with affected businesses.

Mayor McEvers requested the reappointments of Jim Lien, Mike McDowell, and Warren Bakes to the Parks and Recreation Commission; Jim Windisch to the Library Board of Trustees; and Richard Shaffer and Anneliese Miller to the Historic Preservation Commission.

MOTION: Motion by Wood, seconded by English to appoint Jim Lien, Mike McDowell, and Warren Bakes to the Parks and Recreation Commission; Jim Windisch to the Library Board of Trustees; and Richard Shaffer and Anneliese Miller to the Historic Preservation Commission.

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

CONSENT CALENDAR:

- 1. Approval of Council Minutes for the October 21, 2025 and October 27, 2025 Council Meetings.
- 2. Setting of public hearings for **December 2, 2025**:
 - a. A-1-25 Annexation of a 3.19-acre parcel from County Agriculture Suburban to City R-3 (Residential at 3 units per acre), by the Eugene P. Haag Jr. Trust, located at: 2248 E. Stanley Hill Road, Coeur d'Alene, ID.
 - b. Community Development Block Grant (CDBG) Plan Year 2024 Consolidated Annual Performance and Evaluation Report (CAPER)
- 3. Approval of Bills as Submitted.
- 4. **Resolution No. 25-060** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE OF A CAT 420XE BACKHOE FROM WESTERN STATES EQUIPMENT THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM IN THE AMOUNT OF \$148,382.30; APPROVING THE PURCHASE OF A 2026 SEWER TANK/PUMP TRUCK FROM FREIGHTLINER NORTHWEST THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM IN THE AMOUNT OF \$211,739.00; DECLARING THAT A 2006 FORD CROWN VICTORIA, PREVIOUSLY USED BY THE POLICE DEPARTMENT, IS SURPLUS AND AUTHORIZING ITS TRANSFER TO A SALVAGE YARD FOR DISPOSAL; DECLARING THAT A 2008 FORD F550 FLATBED AND A 2008 RED

CHEVROLET TAHOE, PREVIOUSLY USED BY THE POLICE DEPARTMENT, ARE SURPLUS AND AUTHORIZING THEIR SALE AT AUCTION; AND APPROVING A LETTER AGREEMENT WITH BEAR WATERFRONT, LLC, ADJUSTING COMPLETION DATES FOR PUD CONDITIONS.

MOTION: Motion by Evans, seconded by Gabriel to approve the Consent Calendar as presented, including **Resolution No. 25-060**.

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

RESOLUTION NO. 25-061

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING A CONTRACT TO, UNITED PUMP CO., d/b/a UNITED PUMP & CROWN DRILLING, FOR THE HANLEY WELL PUMP REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$200,000.00.

STAFF REPORT: Water Assistant Director Glen Poelstra presented a request for Council approval of the lowest responsive bid and contract award to United Pump Company (doing business as United Pump and Crown Drilling) for rehabilitation work on the Hanley Well. It was originally drilled in 1990 to a depth of 400 feet, has a production capacity of nearly 3,500 gallons per minute (gpm) and currently operates with a vertical turbine pump installed in 2003, replacing the original 450 HP submersible pump due to performance issues. The well consistently produces around 3,200 gpm and features a 500-horsepower motor, 14" drop pipes, and a 5-stage pump. Mr. Poelstra explained the technical differences between submersible and vertical turbine pumps, noting the latter is now preferred. For its rehabilitation, the Water Department has budgeted \$200,000, with the lowest responsive bid of \$94,513 submitted by United Pump Co. Additional options for replacing worn components could raise the cost to \$203,260, but staff recommend approving the base bid with a not-to-exceed contract of \$200,000 to allow flexibility. The rehabilitation process involves removing, inspecting, and cleaning components, with replacements made only as needed. A downhole video inspection will also be conducted to ensure well integrity.

DISCUSSION: Councilmember Gabriel stated concern about the cost of replacing all components, suggesting that if the system is being dismantled and examined, full replacement might be preferable. Mr. Poelstra explained that while they aim to minimize costs, many parts such as the stainless-steel shaft and column pipe are durable and can often be reused after inspection and cleaning. He added that refurbishing is a common and cost-effective practice in well rehabilitation, provided the parts meet necessary specifications. Councilmember Miller asked how long a well rehabilitation typically extends the life of the system before another intervention is needed. Mr. Poelstra explained that while it's difficult to predict precisely, they monitor factors like vibration, amperage, and runtime hours to assess wear. Generally, pumps need to be replaced every 10 to 12 years, with the pump at the bottom being the most worn component. When inspected, these pumps are often found to be about halfway worn out at that interval.

MOTION: Motion by Miller, seconded by Evans to approve **Resolution No. 25-061**; approving Approval of a Contract with United Pump Co., d/b/a United Pump & Crown Drilling, for the rehabilitation of the Hanley Well in the amount not to exceed \$200,000.00.

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

RESOLUTION NO. 25-062

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING RULE 1 – GENERAL PROVISIONS, RULE 10 – PROBATIONARY PERIOD, RULE 12 – PAY ADJUSTMENT, AND RULE 13 – TRANSFER, DEMOTION, LAYOFF, RESIGNATION, AND REINSTATEMENT, OF THE CITY OF COEUR D'ALENE PERSONNEL RULES.

STAFF REPORT: Human Resources Director Melissa Tosi presented proposed amendments to the personnel rules, primarily aimed at updating the probationary period for lateral police officers from 18 months to 12 months. These changes consolidate all probation-related languages under Rule 10, streamlining and clarifying outdated or inconsistent wording across Rules 1, 10, 12, and 13. Updates include removing obsolete requirements, correcting appointment authority to department heads, and aligning probation practices for transferred employees with those for promotions. The amendments have been reviewed by the Executive Team and sent to the Fire Union, Lake City Employees Association, and Police Association, with police administration requesting the change apply only to lateral officers.

DISCUSSION: Councilmember Wood raised concerns about proposed changes to the personnel rules, noting that she received a request from the Police Association for another opportunity to review. She also questioned terminology around department heads versus directors and sought clarification on the removal of language regarding rule repeal procedures. Ms. Tosi explained that amendments would follow the same posting process as staff proposals, eliminating the need for newspaper publication. Councilmember Wood also expressed concern about vague language such as "best interests of the city" replacing more specific terms like "merit and fitness," and questioned the removal of "competitive examination." Ms. Tosi responded that merit and fitness are subjective and that all hiring processes are competitive by nature. Councilmember Wood pointed out inconsistencies in language regarding hiring authority between department heads and the H.R. Director, which Ms. Tosi clarified as a collaborative process. Councilmember Wood recommended that the Police Association be given time to meet again with Ms. Tosi to ensure clarity and mutual understanding before moving forward. Councilmember Gookin asked for clarification on the term "competitive service" in the personnel rules, and Ms. Tosi explained that it refers to all full-time benefited employees covered by those rules. Councilmember Gabriel confirmed that the proposed changes had been vetted with all employee associations and that no changes were made after that review. He also asked whether Ms. Tosi had ever intended to be the hiring authority, to which she clarified that her role is to support the recruitment process, not to make hiring decisions. Councilmember Miller suggested that since the work is already done and associations have reviewed it, Council could approve the changes now and allow further discussion with the Police Association if needed. Councilmember Wood stated that it would be better to finalize the rules after additional conversations to ensure alignment.

MOTION: Motion by Wood, seconded by Gookin to table **Resolution No. 25-062**, Approval Amendments to Personnel Rules 1, 10, 12, and 13, to amend the employee probation provisions, update terminology, delete language no longer needed, and provide clarity, to the next Council meeting.

DISCUSSION: Councilmember English supported pausing the approval of the personnel rule amendments to allow time for refining language, particularly around H.R.'s role in hiring, suggesting terms like "consultation" to better reflect H.R.'s involvement without implying decision-making authority. Councilmember Gookin proposed formalizing the feedback process by having signed confirmation from associations to avoid future miscommunication, noting Ms. Tosi had previously emailed the proposed changes citywide. Ms. Tosi confirmed she had received an email from the Police Association indicating approval, though Councilmember Wood pointed out that new concerns had since emerged, reinforcing the need for further discussion. Councilmember Gabriel asked Ms. Tosi to follow up directly with all three associations to confirm their position before the next meeting. Ms. Tosi assured the Council that she would never present amendments without disclosing any opposition.

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

RESOLUTION NO. 25-063

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A VOLUNTARY SEPARATION INCENTIVE PROGRAM (VSIP) FOR EMPLOYEES DESIRING EARLY SEPARATION OR RETIREMENT IN 2026.

STAFF REPORT: Human Resources Director Melissa Tosi presented a proposed Voluntary Separation Incentive Program (VSIP) aimed at reducing personnel costs by encouraging eligible employees to separate from city employment. The program would allow departments to reassess staffing needs, delay rehiring, or refill positions at entry-level wages. Employees interested must submit an intent memo by December 5, 2025 with separations occurring through December 31, 2026. The incentive would be a taxable payout based on 1% of the employee's annual base wage multiplied by years of service. Participants would not be eligible for the retirement consultation benefit. Instead, sick leave payouts would go into the HRA VEBA plan, while vacation and comp time would be paid out in the final check. Employees would also opt out of continued city medical coverage to reduce liability. Employees must meet specific criteria, including full-time benefited status and a minimum projected savings of \$25,000 in the first year of separation. Final approvals would go through City Administrator in consultation with the department head and returned to Council for final approval. Financial savings would be tracked and reported, though the extent depends on participation and departmental restructuring.

DISCUSSION: Councilmember Wood thanked Ms. Tosi for her thorough work on the proposed Voluntary Separation Incentive Program. She emphasized that the program offers a fair and beneficial approach for both long-term employees considering retirement and the city's financial health. She noted that the city cannot rely on continually increasing revenue through foregone taxes and must instead find sustainable ways to manage spending. The program allows the City Administrator discretion to evaluate whether vacated positions need to be refilled, potentially

leading to cost savings and organizational restructuring. She expressed full support for the initiative, viewing it as a positive step toward long-term budget control. Councilmember Gookin asked whether employees would only qualify for the Voluntary Separation Incentive Program if their departure resulted in at least \$25,000 in savings, which Ms. Tosi confirmed, noting that some employees had been ineligible in past programs for not meeting that threshold. Councilmember Gookin also inquired about the program's budget impact, and City Administrator Troy Tymesen explained that while immediate savings may not be realized, long-term financial benefits would come from hiring replacements at lower wages or leaving positions vacant. Councilmember Gabriel pointed out that eliminating the \$24,000 retirement consultation benefit also contributes to savings. Ms. Tosi added that the city hasn't used that consultation benefit in several years.

MOTION: Motion by Wood, seconded by English, to approve Resolution No. 25-063, approving a Voluntary Separation Incentive Program.

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

RESOLUTION NO. 25-064

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE COEUR D'ALENE AREA OF IMPACT (AOI) AND MAP.

STAFF REPORT: Community Planning Director Hilary Patterson presented Coeur d'Alene's proposed Area of Impact (AOI) map and policy update, recommending City Council approval to replace the outdated 1993 Area of City Impact (ACI) agreement. The new AOI aligns with changes in Idaho law under Senate Bill 1403, which requires cities to define realistic growth boundaries for potential annexation within five years. The updated AOI map removes areas unlikely to be served due to infrastructure limitations and introduces provisions allowing the County to apply city subdivision and zoning standards within the AOI. It also includes environmental and safety standards from city ordinances, such as hillside and shoreline protections, fire access requirements, and land use compatibility. The County will notify the City of development proposals within the AOI, and vice versa for annexations. The proposal has no financial impact and aims to guide future development collaboratively. The County agrees to coordinate with the City on land use applications and annexation proposals within the AOI. Public hearings on the amendments will be held by Kootenai County in November, with final adoption effective January 1, 2026. There is no fiscal impact associated with the changes. Ms. Patterson recommended that Council approve the AOI amendments and map to ensure compliance with state law and support coordinated growth planning.

DISCUSSION: Councilmember English asked whether legislative district boundaries were considered in the proposed Area of Impact (AOI) map, and Ms. Patterson explained that the focus was on infrastructure feasibility and topography, not political boundaries. Councilmember Wood inquired about areas south of the river, specifically near Hagadone Marine, and Ms. Patterson confirmed those are already within city limits, with the AOI clipping out areas beyond due to service limitations. Councilmember Miller raised concerns about annexation feasibility near Blackwell Island, referencing water pressure and fire safety challenges, which Ms. Patterson acknowledged as reasons for excluding certain areas. Councilmember Miller also asked about

oddly shaped cutouts in the map, which Ms. Patterson said may relate to neighboring jurisdictions. Ms. Patterson stated that while the state doesn't appoint boundaries, failing to comply with the new law would trigger a lengthy and costly renegotiation process with the County. She emphasized that inclusion in the AOI does not require annexation, but it sets the groundwork for potential future growth. Councilmember Gabriel praised Ms. Patterson and her team for their forward-thinking approach to the updated AOI map, especially in excluding areas like Cougar Gulch and the Nature Conservancy that are impractical for annexation. Mayor McEvers asked about the irregular boundaries and whether they were fixed, to which Ms. Patterson responded that boundaries can be modified through a formal process. Mayor McEvers also inquired about how much land was removed compared to the previous map, and Ms. Patterson explained that while no land was technically "given back," the new AOI is significantly reduced from the 1993 version, reflecting more realistic growth expectations. She noted that the previous shared tiers with other cities have been eliminated under the new state law.

MOTION: Motion by Gookin, seconded by Wood to approve **Resolution No. 25-064**; approving the Coeur d'Alene Area of Impact (AOI) and Map.

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

RECESS: Motion by Gookin, seconded by Evans, to recess to Monday, November 10, 2025, 12:00 p.m. at the Library Community Room for a hearing for the Appeal of a Massage License denial; Dehong Marchtaler: 408 E Montana Avenue. **Motion carried.**

The meeting ended at 7:12 p.m.	
	Woody McEvers, Mayor
ATTEST:	
Jo Anne Mateski	
Executive Assistant	

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

November 10, 2025

The Mayor and Council of the City of Coeur d' Alene met in a continued session of said Council at the Coeur d' Alene Library Community Room on November 10, 2025, at 12:00 p.m., there being present upon roll call a quorum:

Dan English) Members of Council Present
Amy Evans)
Kiki Miller)
Dan Gookin)
Kenny Gabriel)
Christie Wood) Member of Council Absent

Woody McEvers, Mayor

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

Council conducted the hearing for the appeal for the Massage Facility License denial to Dehong Marchtaler, to be located at 408 E. Montana Avenue.

APPELLANT TESTIMONY: Appellant Dehong Marchtaler provided a presentation to Council as to why her license denial should be overturned. Testimony included her admission of a single incident at the California massage facility owned and operated by her, but denial of knowledge of the illegal conduct. However, she apologized for not providing the information earlier and has made changes in her management practices to institute more oversight, integrity and transparency. She presented the testimony of a witness who believes that the appellant is a competent massage therapist and who had no knowledge of any illegal activity at a different facility owned by the appellant in California.

STAFF REPORT: City Attorney Randy Adams presented the City's case, including the timeline of the relevant events, a discussion of the City Code providing for the City Clerk's authority to deny a license for the past misconduct or wrongful behavior in the management of a facility, the revocation of her business license by the City of Porterville, California, and details of the revocation of her California massage certification. Police reports showing arrests of two of her employees for prostitution in California 10 years ago were discussed, as was the fact that the appellant had not disclosed her ownership of at least two massage facilities in California in the application to the City. He cited Municipal Code §§ 5.28.080(B)(2) and (3), and 5.28.080(C)(1), and 5.28.080(D) as sufficient grounds to deny a license.

APPELLANT REBUTTAL: Ms. Marchtaler reiterated her sincere apology for the lack of information provided and that she has learned from that incident and does not run her facility in a way to encourage sex acts or human trafficking. She insisted, despite being provided with dates of

her business license and two police undercover operations, that only one employee was charged with prostitution.

MOTION: Motion by Gookin, seconded by English to affirm the Denial of a Massage Facility License to Dehong Marchtaler, for a Massage Facility to be located at 408 E. Montana Avenue.

DISCUSSION: Councilmember Gookin expressed concern that the applicant does not reside in the area, making it difficult to supervise a facility located many miles away. He also noted that his decision is based on the evidence presented during the hearing. Councilmember English noted that there is significant uncertainty regarding her ability to operate a massage facility in compliance with the law, emphasizing the need for safeguards to protect the community and that the Council should base its decision on the information presented at the hearing. Councilmember Gabriel agreed with the motion, citing that the application omitted some information.

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

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

The meeting adjourned at 12:57 p.m.	
	Woody McEvers, Mayor
ATTEST:	
Jo Anne Mateski	
Executive Assistant	

DATE: NOVEMBER 7, 2025

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: DECEMBER 2, 2025

Mayor McEvers,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearings upon receipt of recommendation.

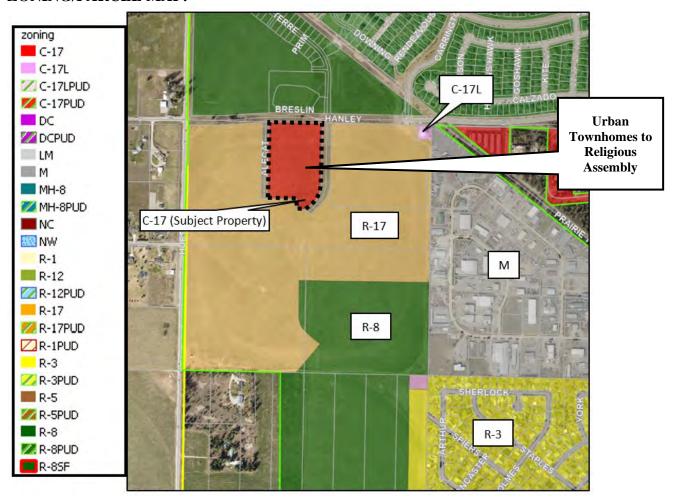
DECEMBER 2, 2025:

ITEM: AMENDMENT NO. 3 TO THE COEUR TERRE ANNEXATION AND DEVELOPMENT AGREEMENT TO MODIFY EXHIBIT "E"

REQUEST: The Church of Jesus Christ of Latter-day Saints is requesting Amendment Number 3 to the Development Agreement dated March 21, 2023 and previously amended by Amendments 1 and 2, to modify Exhibit "E" (Conceptual Master Plan) changing the 10.91-acre C-17 zoned church property from "Urban Townhomes" to "Religious Assembly".

LOCATION: The project is located at Hanley Avenue and Coeur Terre Boulevard in a portion of the north ½ of the northwest ¼ of Section 33, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho. The legal description is Full Circle Tracts, Lot 2, Block 1.

ZONING/PARCEL MAP:





City of Coeur d'Alene Cash and Investments 10/31/2025

Description	Balance
U.S. Bank	
Checking Account	\$ 465,907
Checking Account	81,087
Checking Account	3,159,922
Investment Account - Police Retirement	255,205
Investment Account - Cemetery Perpetual Care Fund	1,304,862
Idaho State Investment Pool	
State Investment Pool Account	4 5,611,158
State Investment Pool Account - Bond Proceeds	15,578,970
State investment Foot Account - Bond Froceeds	_
Spokane Teacher's Credit Union	
Certificate of Deposit	
	_
Numerica Credit Union	
Certificate of Deposit	10,670,219
Money Market	16,994,277
Cash on Hand	
Treasurer's Change Fund	1,350
Total	\$ 101,965,015

I hereby swear under oath that the amounts reported above, on the cash basis are true and correct to the best of my knowledge.

Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho

Latherine Ebner



CITY OF COEUR D'ALENE

Treasurer's Report of Cash and Investment Transactions

			DISBURSEMENTS	BALANCE 10/31/25	10/31/2024
General-Designated	\$ 3,366,293	\$ 22,616	\$ 26,989	3,361,920	\$ 6,871,560
General-Undesignated	11,015,243	16,156,775	15,010,001	12,162,017	8,308,146
Special Revenue:	-	, ,	,,	-	2,222,112
Library	74,776	13,967	198,102	(109,359)	(108,944
CDBG	(32,397)	37,785	15,591	(10,203)	(9,471
Cemetery	(3,304)	33,371	47,597	(17,529)	121,675
Parks Capital Improvements	1,364,285	560,246	52,726	1,871,805	1,179,123
Impact Fees	9,370,309	212,452	615,000	8,967,762	7,196,167
Annexation Fees	1,034,432	3,118	-	1,037,551	587,109
American Recovery Plan	1,857,213	-	1,857,213	-	4,331,004
Cemetery P/C	1,339,318	24,847	30,000	1,334,166	1,237,072
Jewett House	158,993	6,140	4,213	160,921	112,923
Street Trees / Reforestation	164,356	5,595	2,486	167,465	179,880
Public Art Fund	62,776	689	9,499	53,966	14,986
Public Art Fund - ignite	439,696	1,326	2,000	439,021	483,237
Public Art Fund - Maintenance	186,696	563	41	187,217	134,488
Debt Service:	-	-	-	-	104,400
2015 G.O. Bonds	157,458	1,876	_	159,334	154,212
Capital Projects:	-	-	_	-	10-1,212
Street Projects	3,100,718	149,347	172,697	3,077,368	6,548,535
2025 Fire Department Bond	15,495,460	1,041,249	7,176,953	9,359,756	-
Riverstone Mill Site Project	-	- 1,041,240	-	-	
Enterprise:	_	_	_	_	
Street Lights	76,177	69,521	14,037	131,660	67,493
Water	2,734,920	1,649,144	536,095	3,847,968	4,323,998
Water Capitalization Fees	7,924,475	181,161	-	8,105,636	6,885,590
Wastewater	22,079,112	1,920,095	756,940	23,242,267	18,772,996
Wastewater-Equip Reserve	22,070,112	1,520,000	700,540	20,242,207	490,159
Wastewater-Capital Reserve	6,696,000	_	_	6,696,000	6,696,000
WWTP Capitalization Fees	11,672,176	352,293	_	12,024,468	5,713,529
WW Property Mgmt	72,766	-	_	72,766	72,766
Sanitation	795,550	584,713	557,514	822,749	839,753
Public Parking	1,801,583	103,959	14,051	1,891,492	1,753,345
Drainage	899,845	97,947	42,147	955,645	1,439,789
Wastewater Debt Service	714,345	2,713		717,058	680,342
Fiduciary Funds:	-	2,713	-	-	000,042
Kootenai County Solid Waste Billing	340,296	347,634	341,133	346,796	306,854
KCEMSS Impact Fees	6,072	5,529	6,072	5,528	4,362
Police Retirement	476,203	779	12,672	464,310	452,094
Sales Tax	2,997	3,949	2,996	3,949	432,094
BID	443,638	5,100	15,750	432,989	438,255
Homeless Trust Fund	470	558	471	432,383 557	430,233
Hometess Hust Fund					

I hereby swear under oath that the amounts reported above, on the cash basis are true and correct to the best of my knowledge.

Kathavine Ebner

Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho



CITY OF COEUR D'ALENE BUDGET STATUS REPORT ONE MONTH ENDED October 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	ORIGINAL BUDGET	SPENT THROUGH	PERCENT EXPENDED
Mayor/Council	Personnel Services Services/Supplies	277,659 9,150	20,654	7% 0%
Administration	Personnel Services Services/Supplies	257,089 2,590	21,458	8% 0%
Finance	Personnel Services Services/Supplies	882,574 1,031,103	72,666 474,420	8% 46%
Municipal Services	Personnel Services Services/Supplies Capital Outlay	1,897,474 1,176,287	148,805 62,986	8% 5%
Human Resources	Personnel Services Services/Supplies	406,714 141,405	34,758 16,453	9% 12%
Legal	Personnel Services Services/Supplies	1,371,251 76,000	101,652 753	7% 1%
Planning	Personnel Services Services/Supplies Capital Outlay	771,180 43,200 -	66,018 272	9% 1%
Building Maintenance	Personnel Services Services/Supplies Capital Outlay	647,043 261,950 20,000	26,616 16,151	4% 6% 0%
Police	Personnel Services Services/Supplies Capital Outlay	18,993,740 2,121,325 350,500	2,024,127 48,704 14,974	11% 2% 4%
Fire	Personnel Services Services/Supplies Capital Outlay	13,884,452 1,159,340	1,208,127 6,572 -	9% 1%
General Government	Services/Supplies Capital Outlay	70,810	(15)	0%
Police Grants	Personnel Services Services/Supplies Capital Outlay	567,458 - -	47,828 - -	8%
Streets	Personnel Services Services/Supplies Capital Outlay	3,771,643 3,104,350 140,000	319,412 5,558 (128,612)	8% 0% -92%

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	ORIGINAL BUDGET	SPENT THROUGH	PERCENT EXPENDED
Parks	Personnel Services Services/Supplies Capital Outlay	2,292,543 796,350 170,000	181,167 3,724 42,000	8% 0% 25%
Recreation	Personnel Services Services/Supplies	678,589 160,250	56,042 1,394	8% 1%
Building Inspection	Personnel Services Services/Supplies Capital Outlay	1,124,512 55,536 -	87,420 2,490 -	8% 4%
Total General Fund		58,714,062	4,984,573	8%
Library	Personnel Services Services/Supplies Capital Outlay	1,699,077 231,000 210,000	130,577 32,779 720	8% 14% 0%
CDBG	Personnel Services Services/Supplies	114,379 228,592	9,804 -	9% 0%
Cemetery	Personnel Services Services/Supplies Capital Outlay	183,493 147,927 35,000	24,155 13,110 -	13% 9% 0%
Impact Fees	Services/Supplies	-	-	
Annexation Fees	Services/Supplies	580,000	-	0%
Parks Capital Improvements	Capital Outlay	781,100	49,055	6%
Cemetery Perpetual Care	Services/Supplies	19,700	15,426	78%
Jewett House	Services/Supplies	33,115	3,245	10%
Street Trees	Services/Supplies	137,000	825	1%
Public Art Fund	Services/Supplies	201,000	11,499	6%
		4,601,383	291,195	6%
Debt Service Fund		1,791,067	-	0%
2025 Fire Bond Expenditures	Capital Outlay	16,336,161	6,221,422	
Atlas - Kathleen to Newbrook Traffic Calming	Capital Outlay Capital Outlay	- 40,000	-	0%
Public Transit Sidewalk Accessibility	Capital Outlay	-	-	
Ramsey Road Rehabilitation 15th Street	Capital Outlay Capital Outlay	- 2,300,000	_	0%
LHTAC Pedestrian Safety	Capital Outlay	2,000,000	-	070
Atlas Waterfront Project	Capital Outlay	-	-	

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	ORIGINAL BUDGET	SPENT THROUGH	PERCENT EXPENDED
Wilbur / Ramsey Project	Capital Outlay	-	-	
Government Way	Capital Outlay	100,000	-	0%
LaCrosse Ave. Improvements	Capital Outlay			
		2,440,000		0%
Street Lights	Services/Supplies	883,820	-	0%
Water	Personnel Services	3,179,931	245,176	8%
	Services/Supplies	5,961,714	91,345	2%
	Capital Outlay	7,309,590	22,707	0%
Water Capitalization Fees	Services/Supplies	3,220,000	-	0%
Wastewater	Personnel Services	3,387,820	279,135	8%
	Services/Supplies	8,978,571	51,220	1%
	Capital Outlay	10,926,000	-	0%
	Debt Service	5,542,989	(27,048)	0%
WW Capitalization	Services/Supplies	5,350,000	-	0%
WW Property Management	Services/Supplies	-		
Sanitation	Services/Supplies	5,625,199	46,255	1%
Public Parking	Services/Supplies	1,759,020	4,985	0%
	Capital Outlay	75,000		0%
Drainage	Personnel Services	253,798	21,731	9%
	Services/Supplies	1,358,154	167	0%
	Capital Outlay	640,000	-	0%
Total Enterprise Funds		64,451,606	735,674	1%
Kootenai County Solid Waste		3,270,000	-	0%
KCEMSS Impact Fees		55,000	-	0%
Police Retirement		149,000	12,756	9%
Business Improvement District		126,200	-	0%
Homeless Trust Fund		6,000	471	8%
Total Fiduciary Funds		3,606,200	13,227	0%
TOTALS:		151,940,479	12,246,091	8%

I hereby swear under oath that the amounts reported above, on the cash basis are true and correct to the best of my knowledge.





CITY COUNCIL STAFF REPORT

DATE: NOVEMBER 18, 2025

FROM: MELISSA TOSI; HUMAN RESOURCES DIRECTOR

SUBJECT: PERSONNEL RULE AMENDEMENTS

Decision Point: Should Council approve amendments to Rule 1 – General Provisions; Rule 10 – Probationary Period; Rule 12 – Pay Adjustment; and Rule 13 – Transfer, Demotion, Layoff, Resignation, and Reinstatement?

History: The probationary period for employees has been consistent for over twenty years. All new employees, except for police officers, are on probation for twelve months. Currently, all police officers serve an eighteen-month probationary period. The proposed amendments change the probationary period for lateral police officers to twelve months. Entry level police officer/recruits will keep an eighteen-month probationary period which allows additional evaluation time while serving in the Peace Officer Standard Training (POST) academy and in the internal field training program. Additionally, the proposed amendments also place all probationary language under the same Rule. In addition to the probation amendments, there are other minor amendments and housekeeping changes that will create better clarity, delete outdated language, and remove language that is no longer needed (see explanation of changes in "Exhibit 1").

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 vetted by the Fire Union, Lake City Employee's Association, and Police Association. After the initial posting of the proposed probationary amendments that proposed all employees change to a twelve-month probationary period, it was brought forward by the police administration that they would prefer to only change the probationary period for lateral police officers to twelve months and leave entry level police officers/recruits at eighteen months. The Police Officer Association (POA) was also in favor of this. Additionally, in negotiation meetings with the Police Association last Summer, the Association had requested a change to a twelve-month probationary period. Updating the Personnel Rules assists with that request.

At the November 4, 2025 council meeting where the original amendments were presented, I was directed by Council to go back to the POA and discuss concerns regarding the related amendments. It was agreed with the POA that in Rule 1, Section 6. Appointments, to amend the previously proposed amendment where it stated, "approved by the Human Resources Director" to "in consultation with the Human Resources Director."

Financial: There are no changes to overall costs associated with these Personnel Rule amendments.

Performance Analysis: Authorizing the above noted Personnel Rule amendments will place all probationary language in the same Rule, allowing the information to be easier to find. The current eighteen-month probationary language in the Rules was in place prior to the City having a lateral program to hire POST certified, experienced officers. If approved, the current lateral police officers in the police department currently serving an eighteen-month probationary date will be amended to twelve months.

Decision Point/Recommendation: Council should approve amendments to Rule 1 – General Provisions; Rule 10 – Probationary Period; Rule 12 – Pay Adjustment; and Rule 13 – Transfer, Demotion, Layoff, Resignation, and Reinstatement?

"Exhibit 1"

Personnel Rule 1 General Provisions Amendments

Section 2. Personnel Officer	Amending "appointing power" to Department Head (removing "appointing power" throughout Rule as it is an outdated and an undefined term.
Section 4. Competitive Service	Clarifies language to whom is exempt from the Rules. Deletes outdated elected official language.
Section 5. Amendment of Rules	Retitled because the Rules have already been adopted. Clarifies language, but the substance remains the same. Removes outdated requirement for Council to publish notice in the newspaper if considering repeal of Rules. This section now concerns only the amendment of the Rules.
Section 6. Appointments	Regular appointments to be made by the Department Head, in consultation with Human Resources Director, instead by Human Resources Director.
Section 7. Probationary Period	Delete from Rule 1 and move language to stand alone Rule 10.
Section 10. Employee	Clarifies who the rule applies to.
Standards of Conduct	
Section 14. Penalties	Deleted. This is covered by Rule 15 and is unnecessarily duplicative.
Section 15. Limitations	Deleted. This is unnecessary as it does not relate to personnel matters.

"Exhibit 1 – continued"

Personnel Rule 10 Probationary Period Amendments

Section 1. Regular Appointment	[Former Rule 1. Section 7] Changes probationary period for lateral
Following Original	police officers and clarifies probationary period for entry level police
Probationary Period	officer/recruit, options at the end of probation period, and the
	calculation method of probation period.
Section 2. Probation Following	[Added from Rule 13. Section 2] Added transfers to this language to
Promotion or Transfer	capture current practice of a 6-month probation period for both
	promotions and transfers. How probationary dates are calculated is
	clarified for promotion and transfers to keep consistent with regular
	appointments and current practice.
Section 4. Rejection of	Clarifies what happens if an employee is rejected during the
Probationer	probationary period. Old Section 4 deleted and language added to this
	section.
Section 5. Change of Positions	Remove outdated language.

Personnel Rule 12. Pay Adjustment Amendments

Section 2. Advancement	Clarifies employees' ability to receive a pay increase. Remove
	probationary language since it is now clarified in Rule 10. Delete
	outdated reference to 5% increase to newly promoted class.

Personnel Rule 13. Transfer, Promotion, Demotion, Layoff, Resignation, and Reinstatement Amendments

ion 2. Promotion Delete due to language being moved to Rule 10.	Delete due to language being moved to Rule 10.
---	--



PURPOSE - Update probationary period for Lateral Police Officer from 18-months to 12-months - Move all probationary language into Rule 10 - Clarify the HR Directors role in appointments in Rule 1, Section 6. - Clarification & housekeeping amendments

RULE 10 ______ Probationary Period

RULE 12 ______ Pay Adjustments

RULE 13 ______ Transfer, Promotion, Demotion, Layoff, Resignation, and Reinstatement

RULES IDENTIFIED

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REVIEW & DISCUSSION PROCESS PRIOR TO TAKING AMENDMENTS TO COUNCIL

Personnel Rule 1: General Provisions

Section 2. The Human Resources Director shall: (b) Prepare and recommend to the City Council personnel rules and revisions and amendments to such rules. The City Attorney shall approve the legality of such rules and amendments prior to their submission to the City Council.

- 10.13.25: City Attorney review of Rule 1, 10, 12 & 13
- **10.16.25:** Executive Team review of Rule 1, 10, 12 & 13
- 10.17.25: Union/association president's review of Rule 1, 10, 12, & 13. Received confirmation from POA, LCEA and Fire, there were no concerns with all original proposed amendments









Executive Team

Fire | Local 710

LCEA

Police Association

2025

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REVIEW & DISCUSSION PROCESS PRIOR TO TAKING AMENDMENTS TO COUNCIL

- 10.17.25: Distributed amendments to Rule 1, 10, 12 & 13 to all employees, elected
 officials, departments and employee associations
 - Any interested party that would like to appear and be heard regarding proposed amendments can do so at the 10.27.25 GS/PW meeting
- 10.22.25: Distributed amendments to Rule 1, 10, 12 & 13 to all employees, elected
 officials, departments and employee associations
 - ✓ GS/PW meeting being replaced with council workshop, any interested party that would like to appear and be heard regarding proposed amendments can do so at the 11.4.25 Council meeting
- 10.23.25: Received a call from Captain Hagar, requesting amendment to Rule 10 for entry level police officer/recruits to remain at 18-month probation. Chief White also confirmed he preferred entry-level police officer/recruits remain at 18-month probation

2025

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REVIEW & DISCUSSION PROCESS PRIOR TO TAKING AMENDMENTS TO COUNCIL

- Amended Rule 10, clarifying 12-month probationary language is for laterals and entry-level police officer/recruits will remain at 18-months
 - 10.27.25: Chief White approved
 - **10.30.25:** POA approved
- 10.29.25: Provided staff report, approved amendments, and PowerPoint presentation to City Clerk for the council packet
- 11.4.25: Presentation to Council
 - Councilmember Wood stated the POA had concerns with proposed amendments
 - Direction from Council to go back and further discuss with POA

RULE 10: PROBATIONARY PERIOD

SECTION I.

Regular Appointment Following Original Probationary Period

All regular appointments, including lateral police officer, shall be for a probationary period of twelve (12) months, with the exception of entry level police officer/recruit. Entry level police officer/recruit appointments shall be for a probationary period of eighteen (18) months to allow additional evaluation time while serving as a police officer recruit and in the field training program. A Department Head may extend a probationary period for a time not to exceed six (6) additional months, with consultation with the Human Resources Director.

Within thirty (30) days of the conclusion of the probationary period, the Department Head, or designee, shall complete a performance evaluation documenting the employee's performance and if the probationary period has been successfully completed. If the performance is unsatisfactory, the Department Head, with the approval of the Human Resources Director, has the option of extending probation or terminating employment.

Employees appointed between the 1st and 15th calendar day of the month shall be considered to have been employed during the entire month for the purpose of calculating the probationary period. Employees appointed between the 16th and last calendar day of the month shall not for the purpose of completion of the probationary period, be credited with such time until the 1st of the month following their appointment.

2025

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AMENDED LANGUAGE

amendment

Original November 4, 2025 Appointments shall be made by the Department Head, with approval of the Human Resources Director, or designee by the officer in whom the power to make appointments is vested. When appointment is to be made to a vacancy in the competitive service, the Human Resources Director shall transmit to the <u>Department Headappointing power</u> the names of all pappropriate certified employment list, in the order in which they appear on the list. wer the names of all persons on the

> In the absence of an appropriate employment list, a provisional appointment may be made not to exceed six (6) months, by the Department Head, with the approval of the Human Resources Director appointing authority, of a The person shall meeting the minimum training and experience qualifications for the position. A provisional employee may be removed at any time without the right of appeal or hearing. During the period of suspension of an employee, such vacancy may be filled by the Department Head, with approval of the Human Resources Director, appointing authority subject to the provisions of this chapter and the personnel rRules.

Amended Language

Sent POA amended language 11.6.25

POA confirmed through email on 11.10.25 the POA & PD administration agree to amendments Appointments shall be made by the Department Head, in consultation with the Human Resources Director, or designeeby the officer in whom the power to make appointments is vested. When appointment is to be made to a vacancy in the competitive service, the Human Resources Director shall transmit to the <u>Department Headappointing power</u> the names of all persons on the appropriate certified employment list, in the order in which they appear on the list.

In the absence of an appropriate employment list, a provisional appointment may be made not to exceed six (6) months, by the Department Head, in consultation with the Human Resources of a The person shall meeting the minimum training and experience qualifications for the position. A provisional employee may be removed at any time without the right of appeal or hearing. During the period of suspension of an employee, such vacancy may be filled by the Department Head, in consultation with the Human Resources Director, appointing authority subject to the provisions of this chapter and the personnel rRules.

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RULE 1: GENERAL PROVISIONS

Section 5. Amendment of Rules

- Removes outdated requirement for Council to publish notice in the newspaper if considering a repeal of Rules.
- All amendments to follow the same process.

Section 6. Appointments

 Appointments made by the Department Head, in consultation with the Human Resources

Section 7. Probationary Period

• Remove Probationary Period language and replace into Rule 10.

Housekeeping Changes

- Clarification to who the rule applies
- Replace "appointing power" with Department Head
- Delete outdated or unnecessary language

2025

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RULE 10: PROBATIONARY PERIOD

Section 1. Regular Appointment Following Original Probationary Period

- Amending probationary period from 18-months to 12-months for lateral police officers
- Options at end of probation
- Process for establishing the probationary period

Section 2. Probation Following Promotion or Transfer

- Added transfers to capture current process of 6month probationary period for promotions and transfers
- Process for establishing the probationary period.

Section 4. Rejection of Probationer

 Clarifies what happens if an employee on probation is rejected for a regular appointment, promotional appointment, or transfer.

Housekeeping Changes

• Add clarity and remove outdated language

2025

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RULE 12: PAY ADJUSTMENTS

Section 2. Pay Adjustment Amendments

- Clarifies employee's ability to receive a pay increase.
- Remove probationary language due to being moved to Rule 10.
- Remove outdated reference to 5% increase to promoting from one class to another.

Housekeeping Changes

• Add clarity and remove outdated language

2025

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RULE 13: TRANSFER, PROMOTION, DEMOTION, LAYOFF, RESIGNATION, AND REINSTATEMENT

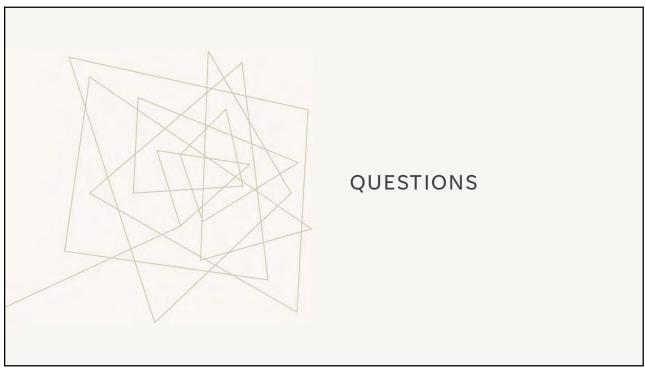
Section 2. Promotion

• Delete probationary language and move to Rule 10

2025

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CONCLUSION Amending the lateral police officer probationary period to 12-months is desirous of the police department Be-month probationary period approved by Council prior to approval of the lateral police officer program Rule 1, Section 6, Appointments changed to Department Head, in consultation with the Human Resources Director The proposed amendments place all probationary language under the same Rule Provide additional clarity with clearer language and removing outdated information Authorizing the amendments will provide needed clarity RECOMMENDATION Council should approve the amendments to Rule 1, 10, 12 and 13.



RESOLUTION NO. 25-062

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING RULE 1 – GENERAL PROVISIONS, RULE 10 – PROBATIONARY PERIOD, RULE 12 – PAY ADJUSTMENT, AND RULE 13 – TRANSFER, DEMOTION, LAYOFF, RESIGNATION, AND REINSTATEMENT, OF THE CITY OF COEUR D'ALENE PERSONNEL RULES.

WHEREAS, it is necessary to revise Rules 1, 10, 12, and 13 of the City of Coeur d'Alene Personnel Rules to change the probationary period for lateral officers from eighteen (18) months to twelve (12) months, aligning it with the probationary period established for all other City employees except entry level police officers who will continue to have an eighteen (18) month probation period; and

WHEREAS, it is necessary to revise Rule 1, Section 5(c) to remove outdated language referencing the complete repeal of the Personnel Rules and the posting requirement, as this language is no longer applicable; and

WHEREAS, it is necessary to combine all probationary provision in the same rule, Rule 10; and

WHEREAS, it is necessary to clarify the language of Rule 12, regarding pay adjustments; and

WHEREAS, it is necessary to delete language in Rule 13, which is now included in Rule 10;

WHEREAS, under Rule 1, Section 5(b), any amendments to the Personnel Rules will follow the standard posting process; 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 Rules 1, 10, 12, and 13, of the City of Coeur d'Alene Personnel Rules, attached hereto as Exhibit "A," be and are hereby adopted.

DATED this 18th day of November, 2025.

	Woods McEssage Mosses
	Woody McEvers, Mayor
ATTEST:	
Renata McLeod, City Clerk	
Motion by , Seconded by	, to adopt the foregoing resolution.
	, to adopt the folegoing resolution.
ROLL CALL:	
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER GABRIEL	Voted
COUNCIL MEMBER WOOD	Voted
was absent. Motion .	

RULE 1: GENERAL PROVISIONS

SECTION I. Adoption of Personnel System

In order to establish an equitable and uniform procedure for dealing with personnel matters; to attract to municipal service the best and most competent persons available; to assure that appointments and promotions of employees shall be based on merit and fitness; and to provide a reasonable degree of security for qualified employees, the following personnel system is hereby adopted.

SECTION 2. Personnel Officer

The City Administrator shall be the Personnel Officer. The City Administrator may delegate any of the powers and duties conferred upon him or her as Personnel Officer under these rules to any other officer or employee of the City or may recommend that such powers and duties be performed under contract with a qualified person or agency. The Human Resources Director shall:

- (a) Administer all the provisions of this chapter and the Personnel Rules not specifically reserved to the City Council or the Personnel Appeals Board;
- (b) Prepare and recommend to the City Council personnel rules and revisions and amendments to such rules. The City Attorney shall approve the legality of such rules and amendments prior to their submission to the City Council;
- (c) Prepare or cause to be prepared a position classification plan, including class specifications, and revisions of the plan, and any revisions thereof, which shall become effective upon approval by the City Council;
- (d) Prepare or cause to be prepared a plan of compensation, and revisions thereof, covering all classifications in the competitive service and the plan and any revisions thereof, which shall become effective upon approval by the City Council;
- (e) Provide for the recruiting, examination and certification to the <u>Department</u> <u>Headappointing power</u>, a list of persons eligible for appointment to the appropriate positions in the competitive service.

SECTION 3. Personnel Appeals Board

There is hereby created a Personnel Appeals Board to consist of a panel of six (6) members to be appointed for a four (four) year staggered term appointed by the Mayor with the concurrence of the City Council, and members may in a like manner be removed. The Personnel Appeals Board of three (3) persons shall be selected from the six (6) member panel as follows: One (1) member to be selected by the appellant employee; one member to be selected by the Personnel Officer; and the third member to be selected by mutual agreement of the first two selected. The Personnel Appeals Board shall adopt reasonable rules of procedure and shall select a chairman from among its membership who shall act as presiding officer.

Resolution No. 25-062 Page 1 of 14 E X H I B I T "A"

Vacancies on the panel shall be filled by appointment by the Mayor with the concurrence of the City Council for the unexpired term. Each member shall serve until his successor is appointed and qualified.

Members of the Personnel Appeals Panel shall be residents of this City. No person shall be appointed to the panel who holds any salaried office or employment with the City.

The functions of the board shall be to hear appeals submitted by any persons in the competitive service relative to any disciplinary action, dismissal, demotion, interpretation, or alleged violation of this chapter or the Personnel Rules and to certify its findings and recommendations to the City Council which body shall finally determine the appeal as provided in the Personnel Rules, which final determination shall be subject to judicial review as may be allowed by law.

SECTION 4. Competitive Service

Except as otherwise specifically provided in a contract between an employee association and the City, the provisions of these rules shall apply to all offices, positions and employment in the service of the City, except:

- (a) Elective officers;
- (b) Members of appointive boards, commissions and committees;
- (c) Appointed officers, Department Heads, City Administrator and the Library Director (all governed by Rule 26). The City Administrator, City Clerk/Municipal Services Director, Fire Chief, Building Services Director, Engineering Services Director, Human Resources Director, Legal Services Director/City Attorney, Library Director, Parks and Recreation Director, Community Planning Director, Police Chief, Street Superintendent, Treasurer/Finance Director, Wastewater Superintendent, and Water Superintendent;
- (d) Persons engaged under contract to supply expert, professional, technical or other services:
- (e) Volunteer personnel, such as volunteer firefighters and reserve police officers;
- (f) Emergency employees who are hired to meet the immediate requirements of any emergency condition, such as extraordinary fire, flood, or earthquake which threaten life or property;
- (g) Employees who are employed less than half time which is hereby defined as employees who are expected to or do work less than one thousand one hundred forty (1040) hours in any one fiscal year or employees temporarily appointed to provide services to the City;

Notwithstanding the provisions of this section, and unless otherwise provided by contract or collective bargaining agreement, the provisions of these Rules relating to attendance, leaves, discrimination, harassment, retaliation, violence prevention, conflict of interest, drug/alcohol policy, standards of conduct, code of conduct, and assignment and use of City property (including the electronic communications use policy), and request for reimbursement procedures shall apply to all employees, volunteers, and interns elected officials Department Heads shall be regulated in accordance to Rule 26.

Resolution No. 25-062 Page 2 of 14 E X H I B I T "A"

⁴-Pursuant to Council motion on 2/18/20, Council is removing themselves from this section (motion approved)

SECTION 5. Adoption and Amendment of Rules

- (a) Personnel Rules shall be adopted by resolution of the City Council after notice of such proposed action has been publicly posted in City Hall, and distributed to all departments, and shall be transmitted to all recognized Employee Associations at least ten (10) consecutive calendar days prior to City Council consideration.
- (b) Amendments and revisions to the Personnel Rules may be suggested by any interested party. Notice of the amendments shall be posted in City Hall, distributed to all Departments, and transmitted to all recognized Employee Associations at least (10) calendar days prior to consideration by the Council. At the time of consideration by the Council, any interested party may appear and be heard. Amendments and revisions shall be effective immediately upon adoption by the City Council.
- (c) In the event the City Council determines it intends to completely repeal the Personnel Rules the City Council shall, in addition to posting the proposal as required above, publish notice of such intent in one (1) issue of the official newspaper of the City not less than ten (10) days immediately preceding the first reading of the proposal; and, such proposal shall not be passed unless the same is read at length on three (3) different days at least seven (7) days apart. The rules shall establish regulations governing the personnel system including, but not limited to:
 - (1a) Preparation, installation, revision, and maintenance of position classification plan covering all positions in the competitive service, including employment standards and qualifications for each class;
 - (2b) Preparation, revision, and administration of a plan of compensation, directly correlated with the position classification plan, providing a rate or range of pay for each class:
 - (3e) Public announcement of all tests and acceptance of applications for employment;
 - __(4d) Preparation and conduct of tests and the establishment and use of resulting employment lists containing names or persons eligible for appointment;
 - (5e) Certification and appointment of persons from employment lists, and the making of provisional and emergency appointments;
 - _(6f) Evaluation of employees;
 - (7g) Transfer, promotion, demotion, reinstatement, disciplinary action and layoff of employees in the competitive service;
 - (8h) Separation of employees from the City service;
 - (9) Standardization of hours of work, attendance and leave regulations, working conditions and the development of employee morale, welfare and training;
 - (10i) The establishment of adequate personnel records; and,
 - (11k) The establishment of grievance and appeal procedures.

SECTION 6. Appointments

Appointments to vacant positions in the competitive service shall be made in accordance with the personnel rRules and shall be made in the best interest of the City. Appointments and

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promotions shall be based on merit and fitness to be ascertained so far as practicable by competitive examination.

In any examination the Human Resources Director may include, in addition to competitive tests, a qualifying test or tests, and set minimum standards therefore.

Appointments shall be made by the <u>Department Head, in consultation with the Human Resources</u> Director, or <u>designeeby the officer in whom the power to make appointments is vested</u>. When appointment is to be made to a vacancy in the competitive service, the Human Resources Director shall transmit to the <u>Department Headappointing power</u> the names of all persons on the appropriate certified employment list, in the order in which they appear on the list.

In the absence of an appropriate employment list, a provisional appointment may be made not to exceed six (6) months, by the <u>Department Head, in consultation with the Human Resources Director appointing authority, of a The person shall meeting the minimum training and experience qualifications for the position. A provisional employee may be removed at any time without the right of appeal or hearing. During the period of suspension of an employee, such vacancy may be filled by the <u>Department Head, in consultation with the Human Resources Director, appointing authority</u> subject to the provisions of this chapter and the personnel rRules.</u>

SECTION 7. Probationary Period

All regular appointments except, police officer, shall be for a probationary period of twelve (12) months. Police Officer appointments shall be for a probationary period of one (1) year from the date of field training completion. During the probationary period of promotional appointments, an employee may be rejected, but shall have the right of appeal or hearing.

An employee rejected during the probationary period from a position to which promoted, shall be reinstated to a position in the class from which promoted unless discharged from the City service as provided in these rules.

SECTION 78. Demotion, Dismissal, Reduction in Pay and Suspension

The Personnel Officer shall have the right, for due cause, to demote, dismiss, reduce in pay, or suspend with or without pay for up to thirty calendar days, any employee in the competitive service. Notice of such action must be in writing and served personally on such employee within three (3) working days of the date action is taken. Such notice shall specify the penalty and contain a statement of the reason or reasons therefore, and attached thereto shall be a copy of the appeals/grievance policy.

The provisions of this section shall not apply to reductions in pay which are a part of a general plan to reduce salaries and wages or to eliminate positions.

SECTION 89. Right of Appeal

Commented [MT1]: Moving all probationary language to Rule 10

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Any employee in the competitive service shall have the right to appeal to the Personnel Appeals Board any disciplinary action, adverse interpretation or alleged violations of this chapter or the rules adopted there under, except in those instances where the right of appeal is specifically prohibited by these rules.

All appeals shall be concluded as expeditiously as possible and in accordance with the requirements and procedures as set forth in these rules.

SECTION 910. Abolition of Position

Whenever in the judgment of the City Council it becomes necessary, the City Council may abolish any position of employment in the competitive service. Employees transferred, demoted, or laid off because of the abolishment of positions, shall not be subject to written charges nor shall they have the right of appeal in such cases.

Reductions shall be based on merit and seniority within a given classification and shall include time served on military leave of absence.

The names of probationary and regular appointed employees laid off shall be placed on reemployment lists for classes which, in the opinion of the Personnel Officer, require basically the same qualifications and duties and responsibilities for those of the class of positions from which the layoff was made.

Names of persons laid off shall be placed upon re-employment lists in order of total cumulative time served in a probationary or regular appointed status, and shall remain on such lists for a period of one (1) year unless reemployed sooner.

Failure to adhere to the above provisions with respect to the administration of effecting transfers, demotions or layoffs shall be subject to the Personnel Appeals procedures.

SECTION 101. Employee Standards of Conduct

In order to avoid conflicts of interest and/or the appearance thereof, the following rule shall be applicable to all eCity employees, volunteers, and internsincluding appointed officials.

No employee, volunteer, or intern of the City covered by these rules shall:

- (a) use their official authority to influence or interfere with an election to or a nomination for office, or to affect the results thereof; or
- (b) directly coerce, attempt to coerce, command, or direct any other such officer or employee to pay, lend, or contribute any part of his salary or compensation or anything else of value to any party, committee, organization, agency or person for political purpose;
- (c) make any false statement, certificate, mark, rating or report with regard to any test, certification or appointment made under any provision of these rules or in any manner commit or attempt to commit any fraud preventing the impartial execution of these rules and policies hereunder;

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- (d) directly or indirectly, give, render, pay, offer, solicit, or accept any money, service or other valuable consideration for any appointment, proposed appointment, promotion or proposed promotion to, or any advantage in, a position in the City government service.
- (e) accept any gifts, including trivial gifts or benefits, which exceed the value of fifty dollars (\$50.00), in concurrence with Idaho Code 18-1356 and 18-1359. Such gifts shall not be accepted in a manner which would by-pass this rule, such as a combination of trivial gifts from one person or organization when combined exceed a \$50.00 value. A violation of this rule shall constitute a misdemeanor, and will be cause for disciplinary action. Gifts or other benefits received on account of kinship or other personal professional or business relationship independent of the employment with the City shall be exempt.
- (f) show favoritism to another employee. Favoritism occurs when an employee in the supervisory chain shows special treatment to another employee;
- (g) fail to disclose an actual or potential conflict of interest that places the employee in a position to influence a decision resulting in a personal gain for that employee, a relative, or any person residing in the employee's household.

Violations of the Standards of Conduct will be cause for disciplinary action. Employees directly or adversely affected by this policy may file a grievance pursuant to the grievance procedures set forth in Rule 16 of these rules.

SECTION 1112. Outside Employment

Employees may engage in outside employment, in addition to their City employment, only under the following conditions:

- (a) There shall be no conflict of interest or incompatibility with the employee's City employment.
- (b) The time involved in outside employment shall not adversely affect the employee's attitude or efficiency in his or her City employment.
- (c) No telephone calls or personal contacts concerning the outside employment shall be made during the hours of City employment.
- (d) Each employee shall report all outside employment to his or her Department Head and shall secure the written approval of such Department Head prior to the commencement of such outside employment. The Department Head shall notify the City Administrator through the Human Resources Director at the time such outside employment is approved.
- (e) For the purposes of this section, employment does not include serving as an unpaid member of the board of directors for a non-profit corporation.

SECTION 1213. City Commissions, Committees and Boards

Purpose: To avoid conflict of interest, to ensure City commissions, committees, and boards are citizen driven, and to provide clarity regarding appointment and participation in City commissions, committees or boards.

City employees shall not serve as members on any City commission, committee or board. However, an employee may participate at meetings as a resource but only when invited by the

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City Liaison and Chair of the commission, committee or board, and with the permission of the applicable department supervisor and/or Department Head. If not attending at the request of the City Liaison and Chair, the employee may attend as any other member of the general public.

City employees may serve on non-City commissions, committees or boards and conflict of interest will continue to be determined per above Section 12, Outside Employment.

SECTION 14. Penalties

Any person who willfully violates any provisions of these rules and policies established hereunder shall be subject to disciplinary action as provided for in these personnel rules.

SECTION 15. Limitations

All concerned parties are directed to recognize that at all times the City Council must act within the bounds prescribed by the Idaho Code.

Commented [MT2]: Unnecessary sections. Have stand alone disciplinary Rule.

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RULE 10: PROBATIONARY PERIOD

SECTION I. Regular Appointment Following Original Probationary Period

All regular appointments, including lateral police officer, shall be for a probationary period of twelve (12) months, with the exception of entry level police officer/recruit. Entry level police officer/recruit appointments shall be for a probationary period of eighteen (18) months to allow additional evaluation time while serving as a police officer recruit and in the field training program. A Department Head may extend a probationary period for a time not to exceed six (6) additional months, with consultation with the Human Resources Director.

Within thirty (30) days of the conclusion of the probationary period, the Department Head, or designee, shall complete a performance evaluation documenting the employee's performance and if the probationary period has been successfully completed. If the performance is unsatisfactory, the Department Head, with the approval of the Human Resources Director, has the option of extending probation or terminating employment.

Employees appointed between the 1st and 15th calendar day of the month shall be considered to have been employed during the entire month for the purpose of calculating the probationary period. Employees appointed between the 16th and last calendar day of the month shall not for the purpose of completion of the probationary period, be credited with such time until the 1st of the month following their appointment.

All original appointments shall be tentative and subject to a probationary period of twelve (12) months, except for appointments of employees specified in Section 4 of Rule 1 safety members of the Police which shall be subject to a probationary period set forth in Section 7 of Rule I.; provided, however, that said probationary period may be extended for a time not to exceed six (6) additional months upon written agreement of the employee and approval thereof by the Department Head and the Human Resources Director. The City Council may, by resolution, establish a longer probationary period for specified classes. The Human Resources Director shall notify the appointing authority and the probationer concerned four (4) weeks prior to the termination of any probationary period. If the service of the probationary employee has been satisfactory to the appointing authority, the appointing authority shall file with the Human Resources Director a Report of Performance Evaluation in writing to such effect, stating that the retention of such employee in the service is desirable. A below average or unsatisfactory performance evaluation shall dictate termination from the competitive service without the right of appeal or hearing.

All persons certified from an open employment list for safety positions in the Police Department shall be on probation for the period set forth in Section 7 of Rule I. Within ten (10) days prior to termination of the probationary period, the appointing official shall file a report with the Human Resources Director certifying that said employee has met the requirements of the Department. Upon receipt of such report by the Human Resources Director, the appointment shall be deemed complete.

SECTION 2. Probation Following Promotion or Transfer

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The probationary period for all promotional appointments and transfers shall be six (6) months from the date the promoted or transferred employee actually commences fulfilling the duties of their new position. Promotional pProbation for promotions and transfers may be extended for up to two (2) successive six (6) month periods.

Employees promoted or transferred between the 1st and 15th calendar day of the month shall be considered to have been employed in that role during the entire month for the purpose of calculating the probationary period. Employees promoted or transferred between the 16th and last calendar day of the month shall not for the purpose of completion of the probationary period be credited with such time until the 1st of the month following their promotion or transfer.

SECTION 32. Objective of Probationary Period

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to the position.

SECTION 43. Rejection of Probationer

- (a) During the probationary period of an original appointment, an employee may be dismissed at any time by the <u>Department Headappointing power, after consultation with the Human Resources Director,</u> without cause and without the right of appeal. Notification of rejection in writing shall be served on the probationer and a copy filed with the <u>Personnel Officer Human Resources Director</u>.
- (b) During the probationary period of a promotional appointment or transfer, an employee may be rejected but shall have the right of appeal. An employee rejected during the probationary period from a position to which they were promoted or transferred shall be reinstated to a position in the class from which promoted, if there is still a vacancy, unless the Department Head elects to dismiss employee from the City service as provided in these rules.

SECTION 4. Termination Following Promotion and Transfer

Any employee appointment terminated during the probationary period following a promotional or transfer appointment, or at the conclusion of the probationary period by reason of failure of the appointing power to file a statement that the employee's services have been satisfactory, shall be reinstated to the position from which promoted or transferred unless charges are filed and the employee is dismissed in the manner provided in these rules for positions in the competitive service.

SECTION 5. Change of Positions

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Commented [MT3]: Moved/added from Rule 13.

An employee who leaves a position to accept employment by certification from another employment list shall be permanently separated from the position formerly held by him except as in this rule otherwise provided; provided, that any such employee, in the discretion of the Human Resources Director, within six (6) months upon employees request and with the approval of the Department Headappointing official or officials concerned, may be reinstated in any vacancy in the same class and grade from which he was so separated; and provided further, that where an employee accepts certification to a higher position, the duties of which are merely temporary, the employee shall be reinstated in his or her former position without loss of seniority when such higher duty is completed.

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RULE 12: PAY ADJUSTMENTS

SECTION 1. Application of Rates

Unless otherwise specified by contract or written agreement, employees occupying a position in the competitive service shall be paid a salary or wage established for that position's class under the pay plan as provided by Rule 5. The minimum rate, if provided, for the class generally shall apply to employees upon original appointment. However, the Human Resources Director may, when circumstances warrant, authorize original appointment or reinstatement at other than the minimum rate.

SECTION 2. Advancement

No wage advancement shall be made so as to exceed any maximum rate established in the pay plan for the class to which the advanced employee's position is allocated. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of the supervisoring official completing the employee's evaluation, eligibility for appropriate increase based on service yearslength of service, performance, record, special training undertaken or other pertinent evidence within the advancement policy established by the pay plan.

Following an original appointment, promotion or advancement, each employee who was appointed at the minimum rate for the class may be granted a salary-wage increase at the completion of the probationary period, and other employees who serve a longer probationary period may be granted a salary increase after six (6) months of the probationary period and additional one-step-increases at the completion of yearly increments thereafter or as otherwise provided by the pay plan, collective bargaining agreement, or resolution. Employees appointed between the 1st and 15th calendar day of the month shall be considered to have been employed during the entire month for the purpose of calculating the probationary period and a pay increase within the compensation plan. Employees appointed between the 16th and last calendar day of the month shall not for the purpose of completion of the probationary period or an increase within the compensation plan, be credited with such time until the 1st of the month following their appointment. An employee who is promoted from one class to another who is allocated to a higher pay range shall receive a five percent (5%) increase in the class to which promoted.

SECTION 3. Meritorious Increase

The City Administrator may, upon recommendation of the Department Head, grant a meritorious increase up to five percent (5%). The City Administrator shall notify the City Council that a meritorious increase has been granted. This will not change the employee's eligible service time increases.

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RULE 13: TRANSFER, PROMOTION, DEMOTION, LAYOFF, RESIGNATION, AND REINSTATEMENT

SECTION I. Transfer

No person shall be transferred to a position for which the employee does not possess the minimum qualifications. Upon notice to the Human Resources Director, an employee may be transferred by the appointing power at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same pay grade, involving the performance of similar duties, and requiring substantially the same basic qualifications.

If the transfer involves a change from one department to another, both Department Heads must consent to the transfer with approval from the Human Resources Director. Transfers shall not be used to result in a promotion, demotion, advancement, or reduction, which may be accomplished only as provided in these Rules.

SECTION 2. Promotion

Insofar as consistent with the best interests of the competitive service, all vacancies in the competitive service may be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list is established.

If, in the opinion of the Human Resources Director and the Department Head, a vacancy in the position could be filled better by an open-competitive examination instead of promotional examination, then such arrangements for an open-competitive examination and for the preparation and certification of an open-competitive employment list shall be made.

The probation for all promotional appointments shall be six (6) months from the date the promoted employee actually commences fulfilling the duties of their new position. Promotional probation may be extended for up to two (2) successive six (6) month periods.

SECTION 3. Promotion of Police Officers

(a) Method of Promotion: Whenever a vacancy in the classified service exists, it may be filled by promotion from the next lower rank. Promotion shall be accomplished by means of a competitive process established by the Chief of Police or his designee, in consultation with the Human Resources Director. Should no eligible candidates apply, or should all candidates fail to pass, an original entrance examination may be held or Commented [MT4]: Moved to Rule 10

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- re-examination for promotion may be conducted. Nothing in this section shall preclude the Human Resources Director and Department Head from filling the Police Captain positions through an open-competitive process consistent with Section 2 above.
- (b) Examination and Promotional Eligibility: To be eligible to enter an internal promotional examination process in the Police Department, a person must be employed in the City of Coeur d'Alene Police Department and hold a non-probationary position in the next lower rank.
 - Police Sergeant: To be eligible to test and promote to Police Sergeant, an officer
 must have at least thirty six (36) months of law enforcement experience with at least
 twenty-four (24) current consecutive months as a City of Coeur d'Alene Police
 Officer.
 - Police Lieutenant: To be eligible to test and promote for Police Lieutenant, an
 employee must have worked at least twelve (12) current consecutive months as a City
 of Coeur d'Alene Police Sergeant.
 - Police Captain: If the Police Captain position is filled from an internal promotion, an employee must have worked at least twelve (12) current consecutive months as a City of Coeur d'Alene Police Lieutenant.

SECTION 4. Demotion

The Department Head, upon consultation with the Human Resources Director, may demote an employee whose ability to perform the required duties falls below standard or for disciplinary purposes.

Upon request of the employee, and with the consent of the appointing power, demotion may be made to a vacant position. No employee shall be demoted to a position for which the employee does not possess the minimum qualifications. Written notice of the demotion shall be given to the employee before or within three (3) days after the effective date of the demotion, and a copy filed with the Human Resources Director and placed in the employee's personnel file.

SECTION 5. Layoff

The Department Head, with the approval of the Personnel Officer, may lay off an employee in the competitive service because of a material change in duties or organization or shortage of work or funds. Ten (10) working days before the effective date of layoff, the Department Head shall notify the Personnel Officer and Human Resources Director of the intended action with reasons therefore, and provide a statement certifying whether or not the service of the employee has been satisfactory. A copy of such notice shall be given to the employee affected. If certified as having given satisfactory service, the name of the employee laid off shall be placed on the appropriate re-employment list as provided by these rules.

Reduction shall be based on merit and seniority within a given classification and shall include time served on military leave of absence.

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SECTION 6. Resignation

An employee wishing to leave the competitive service in good standing shall file with the Department Head a written resignation stating the effective date and reasons for leaving at least two (2) weeks before leaving the service, unless such time limit is waived by the Department Head.

The employee's last physical day worked shall be the date of separation with the City and the employee shall not be eligible for any additional compensation past the last physical day worked. Any remaining eligible leave will be paid out to the employee in the employee's final check following their separation date per state law.

Human Resources may require the employee to report to Human Resources for an exit interview. The exit interview information will include payouts for the employee's final check as well as additional paperwork required at the time of separation. Failure to comply with this section may be cause for denying future employment by the City.

SECTION 7. Reinstatement

With the approval of the appointing power and the Human Resources Director, a regular appointed or probationary employee who has resigned with a good record may be reinstated within two (2) years of the effective date of resignation to a vacant position in the same or comparable class. The effective date of reinstatement, for all purposes, shall be the employee's new anniversary date.

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CITY COUNCIL STAFF REPORT

DATE: November 6, 2025

FROM: Mike Becker, Capital Programs Manager, Wastewater Dept.

SUBJECT: Professional Services Agreement w/ JUB Engineers for the

Tertiary Membrane Filtration (TMF) Expansion Project – Phase 5C.3A

DECISION POINT: Should Council execute a Professional Services Agreement with JUB Engineers, Inc., for work associated with the Wastewater Department's **Tertiary Membrane Filtration Expansion Project – Phase 5C.3A** Project in the amount of \$814,600.00?

HISTORY: The City's Advanced Wastewater Treatment Facility (AWTF) currently treats and disposes of approximately 4.0 million gallons per day (MGD) of sanitary sewage. The Tertiary Membrane Filtration (TMF) system, located at the final stage of the treatment process, provides additional ammonia and final phosphorus removal prior to disinfection and effluent discharge into the Spokane River.

Presently, the TMF system was constructed in two incremental phases. Phase 5C.1, completed in 2013–2014, provided an initial 1.0 MGD average annual capacity in Train #1. Phase 5C.2, completed in 2018–2019, expanded four (4) more trains to offer a total capacity of 5.0 MGD. A sixth TMF train was constructed but has not yet been equipped with a membrane filtration package. Currently, five of the six TMF trains are in full operation, and all wastewater flows are processed through the TMF system.

This project, Phase 5C.3A will populate Train No. 6 with a complete membrane filtration package, including all related process equipment, electrical components, and control systems. The purpose of this project is to increase the existing TMF capacity from 5.0 to 6.0 MGD and to provide redundant tertiary treatment capability when other TMF trains are taken offline for cleaning and/or maintenance purposes.

Consistent with the City's Wastewater Facility Plan, Phase 5C.3A is scheduled for completion by 2027. Based on projected influent wastewater flows, this additional capacity will be required and must be fully operational prior to 2028.

PERFORMANCE ANALYSIS: In accordance with Idaho Code §§ 67-2806A and 67-2320, and pursuant to the City's Procurement Policies, the Wastewater Department (WW) solicited proposals (RFP) from prequalified engineering firms to provide professional engineering services for Phase 5C.3A. Two proposals were received and evaluated. Following the City's review, **J-U-B Engineers, Inc.** was selected as the preferred consultant.

J-U-B Engineers, Inc. demonstrated the qualifications, experience, and capacity necessary to perform the required professional services in full compliance with the RFP. While the firm has

successfully completed numerous roadway, water, and wastewater collection projects with the City, this contractual agreement represents its first engagement for treatment plant–related design services.

Over the past several weeks, the WW Department and J-U-B Engineers, Inc. have negotiated the scope of work, project schedule, and fee structure. The negotiated scope represents a complete design package for Phase 5C.3A. Upon completion of design, a separate negotiation will be undertaken for bidding, construction management services and commissioning.

FINANCIAL ANALYSIS: During the 2018 treatment plant upgrade, loan funding restrictions did not permit financing of the additional TMF capacity associated with populating Train No. 6. Consequently, the City deferred procurement of the membrane media and associated components to a later phase. In anticipation of this need, the WW Department planned and budgeted for this work. Funding for Phase 5C.3A is available under **Account No. 031-022-4354-7936.**

The table below provides a summary of the negotiated fees and the anticipated project schedule for the design services described in the accompanying Scope of Work (Attachment 1):

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
100	Design Phase Services	Time and Materials (Ceiling Amount Shown)	\$764,600	Predesign: 3 months from Notice to Proceed 30% Design: 3 months from receipt of comments on preceding milestone. 60% Design: 3 months from receipt of comments on preceding milestone. 90% Design: 3 months from receipt of comments on preceding milestone. Final Design: 2 months from receipt of comments
200	Bid and Construction Phase Services	Choose an item.	TBD	on preceding milestone. To Be Determined
900	Management Reserve Fund	Time and Materials (Ceiling Amount Shown)	\$50,000	As mutually agreed to by CLIENT and J-U-B
		Total:	\$814,600	

DECISION POINT/RECOMMENDATION: Council should execute a Professional Services Agreement with JUB Engineers, Inc., for work associated with the Wastewater Department's **Tertiary Membrane Filtration Expansion Project – Phase 5C.3A** Project in the amount of \$814,600.00.



CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT

Professional Services Agreement w/ JUB for the

Tertiary Membrane Filtration (TMF) Expansion Project – Phase 5C.3A



TMF FACILITY Phase 5C.1 Phase 5C.2

CD'A TMF FUN FACTS

- 5 TMF trains
- 6 TMF cassettes/train
- 48 TMF modules/cassette
- 1.9 mm dia./membrane fiber
- 0.04 microns dia. pore size
- 13.5 acres of total surface area



5

STAFF'S RECOMMENDATION:

Council should execute a Professional Services
Agreement with JUB Engineers, Inc., for work
associated with the Wastewater Department's
Tertiary Membrane Filtration Expansion
Project – Phase 5C.3A Project in the amount of
\$814,600.00.

6

QUESTIONS FOR STAFF?





7

RESOLUTION NO. 25-065

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., FOR THE TERTIARY MEMBRANE FILTRATION EXPANSION PROJECT PHASE 5C.3A FOR THE WASTEWATER DEPARTMENT, IN AN AMOUNT NOT TO EXCEED \$814,600.00.

WHEREAS, the Wastewater Department of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with J-U-B Engineers, Inc., for an amount not to exceed Eight Hundred Fourteen Thousand Six-Hundred and 00/100 Dollars (\$814,600.00), for the Tertiary Membrane Filtration Expansion Project Phase 5C.3A, pursuant to terms and conditions set forth in said Professional Services 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 Professional Services 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 Professional Services Agreement for the Tertiary Membrane Filtration Expansion Project Phase 5C.3A with J-U-B Engineers, Inc., for an amount not to exceed Eight Hundred Fourteen Thousand Six-Hundred and 00/100 Dollars (\$814,600.00), for the Wastewater Department 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 Professional Services 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 Professional Services Agreement on behalf of the City.

DATED this 18th day of November, 2025.

	Woody McEvers, Mayor
ATTEST:	
Renata McLeod, City Clerk	

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER GOOKIN Voted

was absent. Motion

PROFESSIONAL SERVICES AGREEMENT for

PROFESSIONAL ENGINEERING SERVICES

for the

CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT TERTIARY MEMBRANE FILTRATION EXPANSION PROJECT PHASE 5C.3A

This Professional Services Agreement, hereinafter referred to as the "AGREEMENT," is made and entered into this 18th day of November, 2025, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "CITY," and J-U-B ENGINEERS, INC., a corporation authorized to do business in the state of Idaho, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815, hereinafter referred to as "ENGINEER."

WITNESSETH:

WHEREAS, in compliance with Idaho State Law and the CITY's Procurement Policies, the ENGINEER has been selected to preform professional engineering services on the basis of the ENGINEER's Proposal Response to the CITY's Request for Proposals titled *City of Coeur d'Alene Wastewater Department Tertiary Membrane Filtration Project – Phase 5C.3A* with associated Addendums, hereinafter referred to as "PROJECT DOCUMENTS"; and

WHEREAS, it was deemed by the CITY to be in the best interests of the CITY to retain the ENGINEER for the CITY's *Tertiary Membrane Filtration Project – Phase 5C.3A*, hereinafter referred to as the "PROJECT"; and

WHEREAS, the ENGINEER has been awarded the AGREEMENT for said PROJECT, in accordance with the PROJECT DOCUMENTS, which are incorporated herein by reference, and are on file at the office of the City Clerk of the CITY.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For and in consideration of the covenants and agreements made and to be performed by the CITY as set forth herein, the ENGINEER shall complete this PROJECT, furnishing all equipment, labor and services according to the PROJECT DOCUMENTS at its sole cost and expense.

SECTION 1. EMPLOYMENT OF ENGINEER.

The CITY agrees to engage the ENGINEER and the ENGINEER agrees to perform the scope of services as described in Section 2 hereof.

SECTION 2. SCOPE OF SERVICES.

- A. The ENGINEER shall perform the services described in the ENGINEER's November 18, 2025, Scope of Services, Basis of Fee, and Schedule attached hereto and incorporated herein by reference as Attachment "1."
- B. The ENGINEER shall perform all the necessary ancillary services respecting the tasks set forth in Attachment "1."

SECTION 3. PERSONNEL.

- A. The ENGINEER represents that it has or will secure at its own expense all personnel required to perform its services under the AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the ENGINEER or under its direct supervision, and all personnel engaged in the PROJECT shall be fully qualified and shall be authorized under state and local law to perform such services.
- C. The ENGINEER must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under the AGREEMENT except where, under the AGREEMENT, fifty (50) or fewer persons are employed by the ENGINEER, in which case the ENGINEER may employ ten percent (10%) nonresidents; provided, however, in all cases the ENGINEER must give preference to the employment of bona fide residents in the performance of said PROJECT.

SECTION 4. WORKERS' COMPENSATION

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

<u>SECTION 5.</u> <u>TIME OF PERFORMANCE</u>.

The services of the ENGINEER shall commence upon execution of the AGREEMENT by the CITY and shall, subject to the applicable standard of care, be completed on or before the anticipated completion date in the schedule summarized within Attachment "1." The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 6. COMPENSATION.

Subject to the provisions of the AGREEMENT, the CITY shall pay the ENGINEER for Time and Materials charged to the PROJECT with a ceiling amount not exceeding Eight-hundred fourteen thousand, six-hundred and no/100 (\$814,600.00) for Task 100, Subtasks 001-031, and Task 900, as specified under the ENGINEER's November 18, 2025, Exhibit 1-A unless otherwise authorized in writing by the CITY.

SECTION 7. METHOD AND TIME OF PAYMENT.

Monthly progress payments must be submitted by the 10th of the month for work completed in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided the ENGINEER has provided a copy of the completed and approved request for tax release (ID CR-3), if applicable.

SECTION 8. TERMINATION OF AGREEMENT FOR CAUSE.

If, through any cause within the ENGINEER's reasonable control, the ENGINEER shall fail to fulfill in a timely and proper manner its obligations under the AGREEMENT, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of the AGREEMENT, the CITY shall provide the ENGINEER a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the ENGINEER fails to cure the deficiency, the CITY shall have the right to terminate the AGREEMENT by giving written notice to the ENGINEER of such termination and specifying the effective date thereof. Such written notice shall be provided to the ENGINEER at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the ENGINEER under the AGREEMENT shall, at the option of the CITY, become its property, and the ENGINEER shall be entitled to receive just and equitable compensation for any work completed as of the effective date of the termination on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred. The ENGINEER may terminate the AGREEMENT due to the City's material breach of contract with seven (7) days written notice, unless breach is cured within the notice period.

SECTION 9. TERMINATION FOR CONVENIENCE.

The CITY may terminate the AGREEMENT at any time by giving thirty (30) days' written notice to the ENGINEER of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the ENGINEER under the AGREEMENT shall, at the option of the CITY, become its property. The ENGINEER shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

SECTION 10. MODIFICATIONS.

The CITY may, from time to time, require modifications to the scope of services in Attachment "1," to be performed under the AGREEMENT. The type and extent of such modifications to the scope of services cannot be determined at this time. However, the ENGINEER agrees to do such work as ordered in writing by the CITY, and the CITY agrees to compensate the ENGINEER for such work accomplished, as determined by written amendment to the AGREEMENT. The parties agree to negotiate in good faith for reasonable compensation for additional work outside the original scope of services.

SECTION 11. NON-DISCRIMINATION.

- A. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression.
- B. The ENGINEER shall comply, if applicable, with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Agreement. In addition, the ENGINEER shall comply with the requirements of Chapter 9.56, Coeur d'Alene Municipal Code.
- C. The ENGINEER, with regard to the PROJECT performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Chapter 9.56, Coeur d'Alene Municipal Code.
- D. The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions.

<u>SECTION 12. ANTI-BOYCOTT ISRAEL CERTIFICATION.</u>

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

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SECTION 13. CHINESE OWNERSHIP CERTIFICATION.

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

SECTION 14. ABORTION AFFILIATE CERTIFICATION.

Pursuant to Idaho Code § 18-8703, the ENGINEER certifies that it is not, and will not for the duration of the AGREEMENT become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

SECTION 15. FOSSIL FUELS/FIREARMS ANTI-BOYCOTT CERTIFICATION.

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

SECTION 16. ASSIGNABILITY.

- A. The ENGINEER shall not assign any interest in the AGREEMENT and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the CITY thereto. Provided, however, that claims for money due or to become due to the ENGINEER from the CITY under the AGREEMENT may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished in writing promptly to the CITY.
- B. The ENGINEER shall not delegate duties or otherwise subcontract work or services under the AGREEMENT without the prior written approval of the CITY.

SECTION 17. INTEREST OF ENGINEER.

The ENGINEER covenants that neither it nor its owners or officers presently have an interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the AGREEMENT. The ENGINEER further covenants that, in the performance of the AGREEMENT, no person having any such interest shall be employed on the PROJECT.

SECTION 18. FINDINGS CONFIDENTIAL.

Any reports, information, data, etc., given to or prepared or assembled by the ENGINEER under the AGREEMENT which the CITY requests to be kept confidential shall not be made

available to any individual or organization by the ENGINEER without the prior written approval of the CITY, except if required by law.

SECTION 19. PUBLICATION, REPRODUCTION AND USE OF MATERIALS.

No material produced, in whole or in part, under the AGREEMENT shall be subject to copyright in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the AGREEMENT. The ENGINEER shall provide copies of such PROJECT to the CITY upon request. The CITY may make and retain copies of Documents for information and reference in connection with use on the PROJECT by the CITY. Such Documents are not intended or represented to be suitable for reuse by the CITY or others on extensions of this PROJECT or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER, as appropriate for the specific purpose intended, will be at the CITY's sole risk and without liability or legal exposure to the ENGINEER and the ENGINEER's subconsultants. To the extent allowed by law, the CITY shall indemnify and hold harmless the ENGINEER and ENGINEER's subconsultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

SECTION 20. AUDITS AND INSPECTION.

The ENGINEER shall provide access for the CITY and any duly authorized representatives to any books, documents, papers, and records of the ENGINEER that are directly pertinent to the AGREEMENT for the purpose of making audit, examination, excerpts, and transcriptions. The ENGINEER shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

SECTION 21. JURISDICTION; CHOICE OF LAW.

Any civil action arising from the AGREEMENT shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The laws of the state of Idaho shall govern the rights and obligations of the parties.

SECTION 22. NON-WAIVER.

The failure of the CITY at any time to enforce a provision of the AGREEMENT shall in no way constitute a waiver of the provisions, nor in any way affect the validity of the AGREEMENT or any part thereof, or the right of the CITY thereafter to enforce each and every protection hereof.

SECTION 23. PERMITS, LAWS AND TAXES.

The ENGINEER shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under the AGREEMENT, including all necessary licenses and certifications for its employees. Subject to the standard of care, all actions taken by the ENGINEER under the AGREEMENT shall comply with all applicable statutes, ordinances, rules,

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and regulations. The ENGINEER shall pay all taxes pertaining to its performance under the AGREEMENT, if applicable.

SECTION 24. RELATIONSHIPS OF THE PARTIES.

The ENGINEER shall perform its obligations hereunder as an independent ENGINEER of the CITY. The CITY may administer the AGREEMENT and monitor the ENGINEER's compliance with the AGREEMENT, but shall not supervise or otherwise direct the ENGINEER except to provide recommendations and to provide approvals pursuant to the AGREEMENT.

SECTION 25. INTEGRATION.

The AGREEMENT, and all appendices and amendments thereto, embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and the AGREEMENT shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

SECTION 26. HOLD HARMLESS.

- A. The ENGINEER shall save, hold harmless, indemnify, and defend the CITY, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the ENGINEER's performance of the AGREEMENT and not arising from the ENGINEER's professional services and covered by general liability insurance. To this end, the ENGINEER shall maintain general liability insurance in at least the amount set forth in Section 28(A).
- B. The ENGINEER shall hold harmless, and indemnify the CITY, its officers, agents, and employees from and against damages or liability to the extent arising out of the ENGINEER's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the ENGINEER's negligent performance of professional services under the AGREEMENT. To this end, the ENGINEER shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 28(B).
- C. Neither party shall be liable to the other for indirect, incidental, or consequential damages resulting from the AGREEMENT or related PROJECTS;

<u>SECTION 27</u>. <u>NOTIFICATION</u>.

Any notice under the AGREEMENT may be served upon the ENGINEER or the CITY by mail at the following addresses:

[CITY]

City of Coeur d'Alene

710 E. Mullan Ave.

Coeur d'Alene, ID 83814

Attn.: Mike Becker, Capital Programs Manager

[ENGINEER]

J-U-B ENGINEERS, Inc

7825 Meadowlark Way Coeur d'Alene, Idaho 83815

Attn: Levi Shoolroy, P.E.

New Address after Nov. 20

745 W. Hanley Ave, Suite 301 Coeur d'Alene, Idaho 83815

SECTION 28. STANDARD OF PERFORMANCE AND INSURANCE.

- A. The ENGINEER shall maintain general liability insurance, naming the CITY, its entities, and its representatives as additional insureds, in the amount of at least one million dollars (\$1,000,000.00) for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code § 6-924.
- B. In the performance of professional services, the ENGINEER will use that degree of standard of care and skill ordinarily exercised under similar circumstances by members of the ENGINEER's profession. Should the ENGINEER or any of the ENGINEER's employees be found to have been negligent in the performance of professional services from which the CITY sustains damage, the ENGINEER has obtained Errors and Omission Insurance with limits of at least five hundred thousand dollars (\$500,000.00). The ENGINEER shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.
- C. The ENGINEER shall obtain and maintain auto liability insurance with limits in the amount of at least five hundred thousand dollars (\$500,000.00) for the duration of the project.
- D. Prior to the PROJECT under the AGREEMENT, the ENGINEER shall furnish to the CITY certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide for at least thirty (30) days' notice to policy holder, prior to cancellation of the policy for any reason. In addition, the ENGINEER shall promptly notify the CITY when the policy is canceled.

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

CITY OF COEUR D'ALENE	J-U-B ENGINEERS, INC.	
Woody McEvers, Mayor	, President	
ATTEST:	ATTEST:	
Renata McLeod, City Clerk	Secretary:	



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 - Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Tertiary Membrane Filtration Expansion Project Phase 5C.3A

CLIENT: City of Coeur d'Alene (ID)

J-U-B PROJECT NUMBER: - -

CLIENT PROJECT NUMBER: 031-022-4354-7936

ATTACHMENT TO:

☑ AGREEMENT DATED: 11/18/2025; or

☐ AUTHORIZATION FOR CONTRACT AMENDMENT #N/A; DATED: N/A

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Coeur d'Alene's Advanced Wastewater Treatment Facility (AWTF) has undergone significant upgrades in its Tertiary Membrane Filtration (TMF) system through previous project phases. Phase 5C.1 (2013/14) established a 1.0 MGD annual average TMF capacity, while Phase 5C.2 (2018/19) expanded this to 5.0 MGD. The facility currently has six basins for membranes, with five currently populated with Veolia ZeeWeed 500D membranes. The TMF facility provides advanced ammonia and phosphorus removal, supporting stringent effluent requirements for discharge into the Spokane River.

The current project, Phase 5C.3A, will populate the previously constructed but unused Train 6 with new membranes and associated equipment. The upgrade will provide a nominal 1.0 mgd of additional capacity, providing a critical capacity upgrade and adding redundancy to the existing system. This scope of work generally includes the following:

- Preparing a baseline assessment of the existing membranes to establish current operating conditions, O&M, chemical costs, operational limitations, etc.
- Conducting a cursory review of the current state of the membrane industry to determine if other membrane offerings are viable for populating Train 6 and compatible with the existing membrane system.
- Coordinating with the selected membrane filtration equipment manufacturer (MFEM) to prepare necessary vendor documentation for the project.
- Integrating MFEM documentation into the project and preparing corresponding plans and specifications for the work.
- Preparing a Preliminary Engineering report and other design submittals for CLIENT and/or Idaho Department of Environmental Quality (IDEQ) review.
- Providing support during bidding and construction phases.
- Assisting with membrane equipment commissioning.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 100: Design Phase Services

- 1. Subtask 001: Project Management
 - a. Project Initiation
 - Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
 - ii. Execute subconsultant invoices N/A, the project is understood to include civil, process mechanical, structural, and electrical disciplines which are provided in-house by J-U-B. If architectural or mechanical engineering design is required as the project progresses, subconsultants will be incorporated into the project as appropriate.
 - iii. Develop project approach, intermediate milestones, and work plan. Submit a review copy to CLIENT and review during the Kick-Off Meeting.
 - iv. Assemble and disseminate background information to design team.

b. Administration

- i. Regularly monitor project status, budget and schedule.
- ii. Review the project schedule monthly and provide updates as appropriate.
- iii. Conduct resource management and allocation based on project schedules and activities.
- iv. Provide a monthly invoice including a summary letter ("report") of project status, budget, and schedule.
- v. Provide ongoing document handling and filing.
- vi. Attendance at CLIENT Council meetings is not expected and not required in this scope of work.
- c. Design Phase Close Out
 - i. Archive paper and electronic files and records.
 - ii. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
 - iii. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

2. Subtask 002: CLIENT Workshops

a. General:

- i. J-U-B's project manager, process lead, and EI&C lead (or designated representatives) will attend in person; other design professionals will attend virtually, as required.
- ii. CLIENT will coordinate attendance of CLIENT's Design Professionals
- iii. J-U-B will email preliminary notes for each workshop 2 days in advance.
- b. Workshop #1 Kick-Off: Conduct a Kick-Off meeting with the CLIENT and operations staff to review the scope, summarize project objectives, discuss project schedule, discuss project goals and risks, review available background information, review available and requested data, and review other project objectives.
- c. Workshops #2 12: Conduct monthly workshops at the AWTF. J-U-B will prepare agendas for each workshop based on the project status and current design activities. Each workshop will include a review of the overall project schedule, critical action items, and updated risk assessment. Review of project intermediate and final milestones will be conducted during regularly scheduled workshops. CLIENT will invite CLIENT's Design Consultant(s) as appropriate for the month's agenda.
- d. IDEQ Workshop: Conduct a workshop with CLIENT and IDEQ staff to review predesign conclusions. It is assumed the meeting will occur at the AWTF.

- 3. Subtask 003: Internal Meetings
 - a. Communicate and coordinate J-U-B activities with an internal kickoff meeting.
 - b. Conduct design meetings with J-U-B staff as appropriate and necessary for the work progression.
- 4. Subtask 004: QC/QA
 - a. Conduct internal reviews coinciding with project deliverables, and as considered appropriate by J-U-B, for quality control and assurance.
- 5. General Design Milestones
 - a. Design milestones are generally defined as follows. Each design subtask presented below will be developed as necessary to achieve the general requirements of these milestones.
 - b. 10% Design
 - i. Consists of establishing preliminary design criteria for major equipment (including sizes, units in operation, reliability needs); qualitative assessment of existing and new infrastructure; preliminary calculations; initial discussions with vendors to identify preliminary budgetary equipment costs; establishing overall design criteria and interconnections of facility components; developing a detailed process schematic; developing a preliminary hydraulic profile; and developing exhibits to illustrate the general nature of the project.
 - ii. Development of a Predesign Report to document initial design decisions and criteria with CLIENT. The Predesign Report will not be submitted to IDEQ, but portions of the document may be incorporated into the Preliminary Engineering Report.
 - iii. Prepare Engineer's opinion of probable construction cost (EOPCC) with 30% contingency.
 - c. 30% Design: Design advancement for the following:
 - i. Structural: key structural sizing and interface with Process Mechanical; includes major plan views and sections.
 - Process Mechanical: process schematic, hydraulic grade line, major pipe routing (>6 inches), areas are reserved for subprocesses (to be detailed in subsequent design phases); includes major plan views and sections and development of Process Flow Diagrams (PFDs).
 - iii. Electrical: one-line diagram, equipment load list, area classification, preliminary network diagram.
 - iv. Specifications: develop table of contents.
 - v. Development of a Preliminary Engineering Report (PER) for CLIENT and IDEQ review.
 - vi. Prepare EOPCC with 20% contingency.
 - d. 60% Design: Design advancement for the following:
 - i. Structural: Development of plan view and major / minor sections.
 - ii. Process Mechanical: Development of plans views, all sections, and some details; development of pipe, valve, gate, and instrument schedules; pipe routing (>4 inches).
 - iii. Electrical: Development of site electrical plan, process plans, Process and Instrumentation Diagrams (P&IDs), preliminary schedules.
 - iv. Specifications: draft of major equipment specifications.
 - v. Prepare EOPCC with 15% contingency.
 - e. 90% Design: Development of Plans and Specifications, including bidding and agreement forms, for Agency Review. Prepare EOPCC with 10% contingency.
 - f. Final Design: Incorporation of CLIENT and IDEQ comments and issuance of final Plans and Specifications for competitive bidding. Prepare EOPCC with 10% contingency.
- 6. Subtask 010 Survey
 - a. N/A the project scope is within existing structures and therefore does not require surveying.
- 7. Subtask 011 Geotechnical Evaluation

- a. N/A the project scope is within existing structures and no earthwork is expected.
- 8. Subtask 012 General Sheet Development
 - a. Develop cover sheet, sheet index, project overview, AWTF site overview, legends, design criteria, process schematic for the TMF, staging plan, and related general sheets. A hydraulic profile sheet will be developed for the TMF process only.
 - b. Develop schedules for pipes, valves, gates, and instruments.
 - c. Develop P&IDs for the facility; integrate MFEM P&IDs by reference.
- 9. Subtask 013 Specifications
 - a. 30% Design: develop table of contents.
 - b. 60% Design: draft of major equipment specifications and preliminary Work Sequence
 - c. 90% Design:
 - Incorporate CLIENT's standard bidding and agreement documents. Review and provide recommendations for CLIENT's consideration.
 - ii. Incorporate ISPWC General Conditions and prepare draft Supplementary General Conditions based on the ISPWC guidance document. Identify areas requiring CLIENT input and optional clauses for review by CLIENT and CLIENT's legal counsel.
 - iii. Develop technical specifications as deemed necessary for the Project.
 - d. Final Design: Incorporate changes as requested by CLIENT for development of final bidding documents.
- 10. Subtask 014 Site Civil / Yard Piping
 - a. N/A
- 11. Subtask 015 Membrane Process Design
 - a. 10% Design
 - i. Review design reports, record drawings, and specifications from the 5C.1 and 5C.2 projects. It is assumed that CLIENT has copies of these documents.
 - ii. Review existing TMF engineer's O&M manual (to be provided by CLIENT).
 - iii. Review original MFEM information from the 5C.1 and 5C.2 projects, including the following: process calculations, control narratives, product and equipment submittals, vendor O&M, etc. (to be provided by CLIENT).
 - iv. Conduct a site visit to review installed conditions compared to record drawings and MFEM documents.
 - v. Prepare base drawings of the existing TMF based on the record drawings and supplement with measurements on-site. CLIENT will provide source files, as available. The base drawings will be developed in sufficient detail to facilitate connection to existing items assuming a similar layout to Trains #1 through #5 and use of Veolia membranes and associated equipment; however, some existing features and details will not be included if not considered to be necessary for construction purposes.
 - vi. Compile MF operating data (to be provided by CLIENT) and analyze historical operating data (prior two years) for the following:
 - (a) Permeate flows
 - (b) Flux
 - (c) Transmembrane pressure (TMP)
 - (d) Permeability trends, including recovery efficiency
 - (e) Operating temperatures
 - (f) Cleaning chemical usage / frequency
 - vii. Review historical influent and effluent characteristics for the TMF for the following:
 - (a) Ammonia
 - (b) Phosphorus
 - (c) Alkalinity
 - (d) Chemical feed type, quantity, and dosing location

- (e) Mixed liquor suspended solids (MLSS) operating ranges
- (f) Estimate solids generation rates, wasting rates, and solids residence time (SRT)
- viii. Establish minimum design criteria for Train #6 and resulting overall design criteria for the TMF.
- ix. Coordination with Veolia
 - (a) Conduct a review meeting with Veolia and CLIENT to discuss current operating conditions, general intent in populating Train #6, vendor membrane / cassette options, potential schedule for design and submittal preparation, etc.
 - (b) Solicit a preliminary scope of supply from Veolia for populating Train #6 with at least the same square footage of membranes as Trains #1 through #5.
 - (c) Solicit a proposal from Veolia for design phase services only, i.e. preparation of process calculations, control narratives, P&IDs, general arrangement drawings, fabrication drawings, equipment and product submittals, electrical submittals, etc. Veolia's design phase services will establish the scope of supply and will conclude with a proposal for the vendor's membrane equipment, installation support, commissioning and testing, etc.
 - (d) Prepare a 10% engineer's opinion of probable construction cost (EOPCC).
- x. Alternative Membrane Systems
 - (a) Review potential alternative membrane systems (i.e. not Veolia) with CLIENT based on the preliminary summary in J-U-B's proposal. Identify two alternative membrane systems that appear most promising for populating Train #6.
 - (b) Contact vendors / representatives for the alternative membrane systems and solicit the following information from them:
 - 1. Number of installations with operating flows ≥1 mgd, including type (municipal, industrial, wastewater, tertiary, etc.) and years of operation.
 - 2. Project summaries and references.
 - 3. Warranty.
 - (c) Provide a summary of the existing TMF to potential vendors and summarize the goals of the expansion project.
 - (d) Contact vendor references and solicit input on the alternative membrane systems and level of support provided by the vendor.
 - (e) Meet with potential vendors (virtually) and CLIENT.
 - (f) Solicit preliminary budgetary and layout proposals from potential vendors.
 - (g) Review preliminary proposals provided by alternative vendors and prepare a summary for review with CLIENT.
 - (h) Prepare a 10% EOPCC for alternative membrane system(s).
 - (i) If site visits or a more detailed analysis of the alternative membrane systems is requested by CLIENT, the work will be completed as an Additional Service.
- xi. Meet with CLIENT during a regularly scheduled Workshop to review and select the preferred membrane system for Train #6. For the purposes of this scope, it is assumed that Veolia membranes will be selected. If an alternative membrane system is selected for the project, the scope will be modified accordingly.
- xii. Prepare a Predesign Report for the following:
 - (a) Document existing operating conditions and performance of the existing membranes.
 - (b) Summarize membrane system options and viability for populating Train #6. Include membrane vendor brochures, proposals, etc. in an appendix.
 - (c) Document membrane system review process with CLIENT and selection of the preferred membrane system.
 - (d) Summarize the general nature of process mechanical, structural, and electrical work required to populate Train #6.
 - (e) Develop a preliminary sequence of construction for populating Train #6; identify

- potential failure points and contingency plans.
- (f) Update the probable design and construction schedule
- (g) Summarize 10% EOPCC for Veolia and alternative membrane systems.
- (h) Review Predesign Report with CLIENT during a regularly scheduled Workshop and revise based on CLIENT review comments. The report will not be submitted to IDEQ since it is not required per IDAPA.

b. 30% Design

- i. Assist CLIENT with initiating a contract with Veolia
 - (a) Review Idaho Code 67-2808 "Emergency Expenditures and Sole Source Expenditures" and prepare a summary of technical issues if the Train #6 is populated with Veolia membranes for evaluation by CLIENT and CLIENT's legal counsel in a letter to CLIENT. CLIENT will determine if a sole source designation is defensible for populating Train #6. For the purposes of preparing this scope, it is assumed that a sole source determination will be made if the membrane system is expanded with Veolia membranes. Additionally, CLIENT will post legal notices as required under Idaho Code, respond to inquiries from third parties, and otherwise manage the sole source documentation process.
 - (b) Review Veolia's proposed design phase contract with respect to technical content and review with CLIENT. CLIENT will review Veolia's proposed terms and conditions and request modifications, and CLIENT will negotiate an agreement with Veolia.
- ii. Conduct a design kick-off meeting with Veolia.
 - (a) Review membrane and cassette options and recommendations from Veolia.
 - (b) Review ability to increase the membrane square footage in Train #6 and practical limits based on existing equipment, i.e. permeate pumping, backpulse pumping, air scour. Request build-out assessment if all trains are fully populated at higher density membranes.
 - (c) Discuss current operating philosophy and potential changes identified by operations staff.
 - (d) Review existing air compressors and options for quieter operation and increased capacity (existing units often run together and can overheat).
 - (e) Review air scour supply and demand assuming continuous air scour for all trains (whether in duty or standby).
 - (f) Review existing PLC (age, condition, compatibility, etc.) and current vendor programming logic. Determine if hardware or software upgrades are necessary.
 - (g) Establish a schedule for project submittals and procedure for submission and review.
- iii. Veolia Build-Out Assessment: Review preliminary system design if all trains are fully populated at higher density membranes and qualitative impacts to existing process equipment. If CLIENT chooses to increase overall TMF capacity, the scope would be amended as mutually agreed upon.
- iv. Veolia submittals
 - (a) It is expected that three submittal packages will be provided and each will require an initial submission and one re-submission.
 - 1. Package 1: process calculations, P&IDs, control narrative, and general arrangement drawings.
 - 2. Package 2: equipment, valves, fabrication drawings, and related items.
 - 3. Package 3: electrical equipment, panels, instruments, detailed control sequence, and related items.
 - (b) Vendor will provide a final compiled packet (including a bill of materials) that will be included in the Bidding Documents as Owner provided pre-procured equipment.
 - (c) It is assumed that Package 1 will initially be submitted during the 30% Design Phase, and Packages 2 and 3 will initially be submitted during the 60% Design Phase, thereby allowing progression of the design plans. The submittal review process is

- expected to continue into subsequent design milestones but should be completed during the 90% Design phase. Late, incomplete, or unresponsive submittals, or material changes to the scope of supply by Veolia will delay J-U-B's design and require an extension of the project schedule.
- v. Veolia Design Coordination: Conduct regular design coordination meetings with Veolia, estimated at 3 meetings for 30% Design.
- vi. Determine hydraulic grade line through TMF.
- vii. Develop system curves for permeate pumps and determine output with all six Trains in service. Review fluid velocities in other process lines with all six trains in operation against typical values.
- viii. Select an adjustable weir gate for isolating the MF Basin #6 from the return channel. Review ability to replace existing weir plates in Trains #1 through #5 with adjustable weir gates.
- ix. Existing membrane components and support systems: It is assumed that no modifications to the membrane components in Trains #1 through #5 and associated support systems (e.g. chemical storage / feed, flash mix, chemical mixing tanks, strainers, backpulse pumps, waste pumps, drain pumps, etc.) are required except as follows:
 - (a) Air compressors evaluate use of quieter and larger compressors with Veolia. New air compressors would be part of Veolia's scope of supply with plans generated by J-U-B for the installation.
 - (b) Process Air and Air Scour Blowers coordinate with ABS/Sulzer to conduct a field review of the blowers and prepare an equipment summary report. Replacing the blowers is not included in the scope of services.
 - (c) Review existing Bray actuated valves to determine if open/closed position indication is possible. If new actuators are required, they will be included in Veolia's scope of supply. New actuated valves will include open/closed position indication. Position feedback is assumed to go to Veolia's panel and updates would be made with integration of Train #6.
 - (d) And to extend lines and connect to the pumping / piping for Train #6.
- x. Sequence of construction: update preliminary outline from 10% design.
- xi. Plans
 - (a) Update base drawings to incorporate Veolia's equipment for Train #6 as vendor's general arrangement drawings become available.
 - (b) Prepare major plans and sections.
 - (c) Prepare Process Flow Diagram (PFD), which is the bottom half of the P&IDs. PFD will delineate Veolia-supplied items from contractor-supplied items.
- xii. Prepare preliminary Control Narrative
- xiii. Update EOPCC.
- xiv. Prepare the PER per Task 100-030.
- xv. Submit the Client Review Draft PER and Draft 30% Plans per Task 100-031.
- c. 60% Design
 - i. Review and respond to CLIENT comments to the 30% design plans. Incorporate changes to the plans as appropriate.
 - ii. Update process calculations based on submittals from Veolia.
 - iii. Veolia Design Coordination: Conduct regular design coordination meetings with Veolia, estimated at 3 meetings for process design at 60% Design and 1 meeting for EI&C.
 - iv. Basin coating: review coating system used in the other basins (based on prior project bidding documents) and consult a coating specialist for Train #6 for recommended system, including necessary surface preparation. Determine coating extents for Train #6 and general approach to limit exposure of construction debris to other basins.
 - v. Plans:

- (a) Update drawings to incorporate Veolia's equipment for Train #6 based on additional submittal development.
- (b) Prepare plans, sections, and details
- (c) Prepare Process and Instrumentation Diagrams (P&IDs) in conjunction with Veolia submittals and EI&C design (Task 100-018).
- vi. Specifications: reference Task 100-013.
- vii. Update Control Narrative.
- viii. Update EOPCC.
- ix. Coordinate work elements with structural and electrical leads; coordinate with CLIENT's Design Consultant(s) during regular monthly workshops.

d. 90% Design

- i. Review and respond to CLIENT comments to the 60% design plans. Incorporate changes to the plans as appropriate.
- ii. Veolia Design Coordination:
 - (a) Conduct regular design coordination meetings with Veolia, estimated at 2 meetings for process design at 60% Design and 2 meetings for EI&C.
 - (b) Veolia Agreement Documents:
 - 1. Prepare draft EJCDC Procurement Documents and technical specifications based on Veolia's submittals and final equipment offering.
 - 2. Conduct one review meeting with CLIENT.
 - 3. Send draft to Veolia for review, conduct one meeting, and receive comments.
 - 4. Review Veolia's comments with CLIENT.
 - 5. Update and resend updated draft to CLIENT and Veolia.
 - 6. Conduct a review meeting with CLIENT and Veolia.
 - 7. Incorporate final comments and issue final document.
 - 8. If additional revisions and negotiations are required, support will be provided as an additional service.

iii. Plans:

- (a) Finalize plans, sections, and details based on final drawings from Veolia.
- (b) Prepare a coating system termination plan with typical details coating supplier and contractor will be required to submit specific details during construction for review.
- (c) Update Process and Instrumentation Diagrams (P&IDs) in conjunction with Veolia submittals and EI&C design (Task 100-018).
- iv. Specifications: reference Task 100-013. Incorporate Sequence of Construction into technical specifications and update accordingly.
- v. Update Control Narrative.
- vi. Update EOPCC.
- vii. Coordinate work elements with structural and electrical leads; coordinate with CLIENT's Design Consultant(s) during regular monthly workshops.

e. Final Design:

i. Review and respond to CLIENT comments to the 90% design plans and specifications. Incorporate changes as appropriate.

12. Subtask 016 – Structural Design

- a. 30% Design
 - i. Conduct a site visit to review existing structural components associated with Train #6, including support members and decking, anchorage for membrane cassettes, tie-in points to existing piping and corresponding pipe support, options for core drilling ground floor and routing permeate piping to the basement.
 - ii. Add access stairs on the northern corner of the TMF basins.
 - iii. Evaluate alternative decking configuration for Train #6. The existing panels are too heavy

for two operators to lift safely, and the panels do not line up with cassette openings, which creates an unsafe situation for operators. Determine if existing beams can be retained or if they need to be relocated.

iv. Prepare design criteria for structural design.

b. 60% Design

- i. Prepare preliminary structural plans, sections, and details for integrating MFEM equipment into the project plans.
- ii. Prepare decking plan for Train #6. If the existing beams can be retained as-is, prepare decking plans for Trains #1 through #5 for inclusion in the plans. However, if demolition / construction is required in the trains, it is recommended that the work be completed later when the membranes are replaced to avoid damaging the membranes during construction.
- iii. Add a staircase with railing at the northern side of Train #6.
- iv. Modifications to the existing decking and structural members is not included in the scope.

c. 90% Design

- Development of all structural plans, sections, details, and specifications for integrating MFEM equipment into the project plans.
- ii. Analyze piping system and prepare pipe support plan. The specifications will require a final design by contractor.
- d. Final Design: incorporate CLIENT comments and prepare final plans, sections, details, and specifications.

13. Subtask 017 – Electrical Design

a. 30% Design

- i. Conduct a site review to determine if existing electrical gear can support the expansion project. Identify electrical gear that should be considered for replacement based on age and/or condition.
- ii. Analyze existing power demand through review of prior 12 months of power meter data for overall capacity and MCC-610-01 digital panel meter data for TMF facility.
- iii. Summarize total connected load, current load demand, and additional load with addition of Train #6.
- iv. The existing 100 KW generator only feeds one aeration blower. Upgrading or expanding the existing standby power system is not included in the scope.
- v. Prepare a one-line diagram, equipment load list, and area classification for the improvements.
- vi. Prepare preliminary network diagram and connection to existing plant PLC system.
- vii. Develop raceway routing plan.
- viii. During a regularly scheduled Workshop, meet with CLIENT and CLIENT's Design Consultant (H2E) to establish responsibility and work zone limits on the Controls (SCADA and PLC) for the new TMF.

b. 60% Design

- Development of site electrical plan, process plans including preliminary electrical gear layout, network diagram(s), panel layouts, draft Process and Instrumentation Diagrams (P&IDs), preliminary schedules, and preliminary electrical and instrumentation specifications.
- ii. Review control system integration approach with CLIENT, H2E, and MFEM. It is assumed that a control system integrator (CSI) as a subcontractor to the general contractor will be responsible for submittal preparation, fabrication, installation, testing, etc. of panels and PLCs per the Bidding Documents. CLIENT will contract with H2E for PLC programming and VTScada programming for the improvements.

c. 90% Design

i. Development of site electrical plans, process power and control plans, site and building

lighting, network diagram(s), panel layouts, Process and Instrumentation Diagrams (P&IDs), conduit and instrumentation schedules, and electrical and instrumentation specifications.

ii. During a regularly scheduled Workshop, meet with CLIENT and CLIENT's Design Consultant (H2E) to review control system design.

d. Final Design

i. Incorporate CLIENT and CLIENT's Design Consultant's comments and prepare final plans, sections, details, and specifications.

14. Subtask 030 - Preliminary Engineering Report

- a. Based on technical data developed in other subtasks and from the Predesign Report, collate and prepare a PER in accordance with IDAPA 58.01.16.411. The PER will present the project design criteria, major equipment selections, preliminary design cost opinions, estimated construction schedule, etc. The PER will include Concept Plans and will be developed concurrently with 30% design. The PER will exclude the following items noted in IDAPA as they are not considered applicable to this project:
 - i. 50-year design and build-out conditions reference will be made to the 2018 Facility Plan for projected flows to the TMF.
 - ii. Environmental Review work is in existing basins / structures; reference will be made to the 2018 Facility Plan.
- b. Submit the Draft PER with the 30% Concept Plans to CLIENT for review.
- c. Review CLIENT comments during a regularly scheduled Workshop.
- d. Revise the PER based on CLIENT comments.
- e. Issue Final PER and 30% Concept Plans to CLIENT and IDEQ.
- f. Respond to IDEQ comments, as applicable. It is expected that responses can be issued via letter and will not require revisions to the PER and Concept Plans.

15. Subtask 031 – Issuing Deliverables

a. General:

- i. Assemble J-U-B's design documents at each milestone for review by CLIENT. CLIENT will coordinate with CLIENT's Design Consultants and require submission by others for inclusion in the milestone set (as applicable) one week prior to the scheduled submission date to CLIENT. J-U-B will compile documents as received by CLIENT's Design Consultants for the milestone set.
- ii. All deliverables made in hard copy include 11x17 ("half sized") plans (number indicated below) and one 24x36 ("full sized") plan set. Preparation of additional 24x36 ("full size") plans will be at the cost of production.
- iii. IDEQ comments will be received after submission of the final sealed plans and specifications. J-U-B will reply to IDEQ comments via letter and address revisions to the Final documents through an addendum, as required.

b. Predesign Report

- i. Client Review Draft: one hard copy plus a PDF copy.
- ii. Final Draft: one hard copy plus a PDF copy.
- c. 30% Design Concept Plans (unstamped) and Preliminary Engineering Report (stamped for Final) in PDF format.
 - i. Client Review Draft: one hard copy plus a PDF copy.
 - ii. Final:
 - (a) CLIENT two hard copies and one PDF copy.
 - (b) DEQ electronic submission of a PDF copy to DEQ's web-based portal.
- d. 60% Design Progress print of the plans, specification table of contents, and draft of major process equipment technical specifications (unstamped) in PDF format.
 - i. CLIENT two hard copies and one PDF copy.
 - ii. DEQ N/A

- e. 90% Design Review plans and specifications (stamped for review, not for bidding) in PDF format.
 - i. CLIENT two hard copies and one PDF copy; technical specifications in Word format.
 - ii. DEQ N/A
- f. Final Design Bidding Documents (stamped for bidding).
 - i. CLIENT two hard copies and one PDF copy; Bidding Documents in Word format (excluding ISPWC General Conditions).
 - ii. DEQ one PDF copy for agency review.

16. Assumptions

- a. CLIENT will collate comments generated during CLIENT's review of milestone deliverables and provide one set of comments. If agreeable to CLIENT, J-U-B will initiate and manage and Bluebeam session for reviews, and J-U-B will provide responses to comments in the Bluebeam session.
- b. Engineer's opinion of probable construction cost (EOPCC): Since J-U-B has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s) methods of determining process, or over competitive bidding or market conditions, J-U-B's opinions of probable construction cost are to be made in current year dollars and on the basis of J-U-B's experience and qualifications and represent J-U-B's best judgment as an experienced and qualified profession engineering firm generally familiar with the construction industry; but J-U-B cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the opinions of probable cost prepared by J-U-B. If the CLIENT wishes assurance as to construction costs, CLIENT will employ an independent cost estimator.

c. Permits:

- i. Contractor will be required to apply for a building permit for the project and submit necessary documents to the reviewing agency based on J-U-B's deliverables noted above. CLIENT will coordinate with City departments for direct transfer of funds from the Wastewater Department.
- ii. Mechanical, electrical, plumbing, and other construction-related permits, including City of Coeur d'Alene construction permits, will be the responsibility of the successful contractor to obtain.
- iii. It is assumed that J-U-B's deliverables will provide the necessary information for others to use in applying for permits.
- d. Plan development will be completed using AutoCAD, AutoCAD Civil 3D (2025), REVIT (2025), and/or other software as deemed appropriate by J-U-B. Source files generated by J-U-B will not be provided to CLIENT, bidders, contractors, or other entities.
- e. CLIENT will self-fund the project; therefore, coordination with funding agencies or inclusion of funding agency documents is not required.

B. Task 200: Bidding and Construction Phase Services

1. Reserved – The scope will be amended at a later date to include contractor pre-qualification, bidding phase services, construction phase services, commissioning support, etc.

C. Task 900: Management Reserve Fund

- 1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
- 2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 - 1. CLIENT will retain other "Design Consultants" for portions of this work as listed below. This shall generally include managing, coordinating, scheduling, directing activities, working with others to establish design criteria, relaying design criteria and directives to the design team, directing resolution for conflict between / among discipline designs, etc. as necessary for the overall project. J-U-B shall not be held liable for liabilities, claims, damages, or costs related to any design, equipment selection, equipment procurement, delays, construction budget overruns, or construction performed by parties other than J-U-B nor for the overall construction of the Project not related to the design services provided by J-U-B. CLIENT shall hold J-U-B harmless for any liability, claim, damages or costs related in any way to third party design, equipment selection, equipment procurement, delays, or construction not directly related to the design or services provided by J-U-B. J-U-B shall be liable for liabilities, claims, damages or costs to the extent resulting from our negligence or our negligent failure in performance of services related to our specific scope of services in a manner consistent with applicable standards for engineering professionals in the local area. J-U-B shall seal design documents produced under J-U-B's responsible charge. When a design document such as a plan sheet, specification, or other deliverable includes work from others (third parties) in responsible charge of elements on that plan sheet, specification, or other deliverable, J-U-B will qualify our seal to specify what element or elements for which J-U-B has responsible charge. CLIENT will be J-U-B's point of contact. CLIENT is responsible for conveying design requests, directives, etc. from CLIENT's Design Consultants to J-U-B for integration into J-U-B's design. It is understood that CLIENT will secure the services of the entities listed below. CLIENT will notify J-U-B promptly if CLIENT incorporates other design professionals or entities into the project:
 - H2E, Inc. for programming (excluding Veolia), VTScada development, recommendations on network configuration, PLCs, panel design / establishing specifications if hard bid to contractor, etc.
 - 2. Negotiate and acquire all property, rights-of-way, and easements, as required.
 - 3. Provide operating data; perform and pay for sampling and testing if necessary for the work.
 - 4. Provide copies of previous reports, memoranda, record drawings, planning studies, etc.
 - 5. Apply for and negotiate with IDEQ (and other applicable parties) for variances that may be necessary for improvements at the existing site.
 - 6. Pay for any agency review fees that may be needed.
 - 7. Legal counsel, including review and approval of any contract documents to be executed by CLIENT with contractor(s), vendors, or other third parties.
 - 8. Securing funding for the project.
 - 9. Environmental studies, clearances, surveys, permits, mitigation plans, etc.
 - 10. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any situation that affects the scope or time of performance of J-U-B's services, or any defect or nonconformance in J-U-B's services, the Work, or in the performance of any Contractor.
 - 11. Arrange to provide access to CLIENT property for J-U-B.
- B. Additional Services CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 - 1. Biological process modeling of the AWTF (or portions thereof) in support of the ammonia and phosphorus removal in the TMF.
 - 2. Designing modifications to membrane Trains #1 through #5, equipment feeding and/or supporting the TMF for replacement / additional capacity / etc., or related processes impacting the TMF.
 - 3. Evaluation and design of modifications to the air distribution system in the Chemical Mix Tanks, including the control narrative, program, PID loop, etc.
 - 4. Preliminary or final design of a covered area for the TMF process.

- 5. Design of alternative membrane basin covers.
- 6. TMF building mezzanine access improvements.
- 7. Preparing, evaluating, and designing standby power alternatives for the TMF.
- 8. Preparing exhibits, descriptions, etc. for easements and/or property acquisition.
- 9. Evaluating / undertaking alternative delivery approaches.
- 10. Separating the project into multiple packages for bidding, except as noted above.
- 11. Incorporating outside funding sources; the project is assumed to be funded entirely by the CLIENT.
- 12. Redesign to accommodate alternate equipment or components during bidding and/or construction.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - 1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 - 2. J-U-B may alter the distribution of compensation between individual tasks / subtasks to be consistent with services actually rendered, provided the changes do not exceed the total project amount.

B. Period of Services

- 1. The estimated project duration is noted in the table below and the fee reflects this expected duration. If delays occur beyond 6 months from the total duration noted below that are not the result of J-U-B's actions, the compensation amount for J-U-B's services may be appropriately adjusted, as mutually agreed upon, to account for changes to J-U-B's standard billing rates, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
100	Design Phase Services	Time and Materials (Ceiling Amount Shown)	\$764,600	Predesign: 3 months from Notice to Proceed 30% Design: 3 months from receipt of comments on preceding milestone. 60% Design: 3 months from receipt of comments on preceding milestone. 90% Design: 3 months from receipt of comments on preceding milestone.

				Final Design: 2 months from receipt of comments on preceding milestone.
200	Bid and Construction Phase Services	Choose an item.	TBD	To Be Determined
900	Management Reserve Fund	Time and Materials (Ceiling Amount Shown)	\$50,000	As mutually agreed to by CLIENT and J-U-B
		\$814,600		

PART 5 - CERTIFICATIONS AND DELIVERABLES

- A. Certification Concerning Boycott's: Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. Furthermore, J-U-B certifies that it will not, for the duration of this Agreement, engage in a boycott of goods and services from companies that engage in or support the following industries: fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy, agriculture, or firearms.
- B. Certification Concerning Abortion Providers: Pursuant to Idaho Code 18-87, J-U-B certifies that it is not currently an abortion provider and will not become one during the term of this Agreement.
- C. Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.
- D. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- E. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, which may include AI features that are integral to design and other software. Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

Exhibit(s):

Exhibit 1-A: Work Breakdown Summary

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: <u>Wtr/WW Treatment</u> PROJECT DESCRIPTION(S):

1. Wastewater Treatment (S04-T)

2. Electrical Studies & Design

EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE

BASIS OF FEE ESTIMATE







QC

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			Shoolroy, Levi	Strom, Sharon	Cutler, Kylie	Holder, William	Conn, Ruel	Schuster, Jessie	Morales, Emiliano	Watkins, Raymond	Barker, Matthew	Nguyen, Hoang (Enzo)	Schauwecke r, Ted	Halland, Katie	Utecht, Kimberly			
Task Number	Subtask Number	Task/Subtask Name / Activity Description	PE – Discipline Lead Sr.	Project Engineer - Lead	Project Engineer I	CAD Designer - Senior	Program Manager	Project Engineer - Lead	CAD Designer - Lead	Program Manager - Senior	Project Engineer - Lead	Project Designer	CAD Designer - Senior	Administrati ve Assistant Senior	Project Accountant - Lead	J-U-B Expenses	Subconsultant Expenses	Total Compensation
100		Design Phase Services	297	518	1280	389	130	146	137	107	305	247	183	180	6	\$1,700	\$0	\$764,600
100	001	Project Management	75	2	2	3	0	0	0	0	0	0	2	0	6	\$0	\$0	\$23,000
100	002	Client Workshops	52	52	76	0	12	4	0	14	48	0	0	0	0	\$200	\$0	\$57,700
100	003	Internal Meetings	24	24	24	0	0	24	24	12	24	0	0	0	0	\$0	\$0	\$33,600
100	004	QC/QA	18	18	0	0	72	0	0	0	0	0	0	0	0	\$0	\$0	\$26,900
100	010	Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
100	011	Geotechnical Evaluation	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
100	012	General Sheet Development	6	22	59	74	0	10	12	0	0	0	0	0	0	\$0	\$0	\$34,300
100	013	Specifications	20	99	188	0	0	9	11	0	0	0	0	60	0	\$0	\$0	\$70,500
100	014	Site Civil / Yard Piping	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
100	015	Membrane Process Design	92	271	830	272	46	4	0	4	0	0	0	30	0	\$0	\$0	\$300,100
100	016	Structural Design	0	0	15	0	0	86	80	0	0	0	0	0	0	\$500	\$0	\$34,700
100	017	Electrical Design	0	0	0	0	0	0	0	77	233	247	181	8	0	\$0	\$0	\$139,700
100	030	Preliminary Engineering Report (PER)	7	24	62	0	0	4	0	0	0	0	0	30	0	\$0	\$0	\$22,100
100	031	Issuing Deliverables	3	6	24	40	0	5	10	0	0	0	0	52	0	\$1,000	\$0	\$22,000
200		Bid and Construction Phase Services	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
200	010	Pre-qualification of Bidders (Reserved)	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
200	020	Bidding (Reserved)	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
900		Management Reserve Fund	0	0	0	0	0	0	0	0	0	0	0	0	0	\$50,000	\$0	\$50,000
Т	otal Hours		297	518	1280	389	130	146	137	107	305	247	183	180	6			

Resolution No. 25-065 Exhibit "1A"

CITY COUNCIL STAFF REPORT

DATE: November 18, 2025

FROM: Mike Becker, Capital Programs Manager, Wastewater Dept.

SUBJECT: Compost Facility Maintenance Project - Change Orders #1-#3

DECISION POINT: Should the City Council ratify Change Orders #1–#3 to the Compost Facility Maintenance Project Contract with Selland Construction, Inc., in the total amount of \$59,232.50?

HISTORY: On January 21, 2025, the City Council approved a contract with Selland Construction to replace the existing aerated pipe system with a more efficient aeration system integrated into a new sloped concrete floor within the Compost Facility's Building #1.

During construction, three (3) Change Orders were issued. Under Change Order #2, portions of the existing center aisle adjacent to the new concrete floor revealed significant asphalt deterioration over undocumented subgrade fill. Since the project already included some asphalt replacement, and the uneven center aisle surface contributed to drainage issues, staff directed Selland Construction to replace the entire center aisle under a work change directive.

FINANCIAL ANALYSIS: The following table summarizes this Project's financial breakdown:

Total Budgeted Amount:	\$ 455,000.00
Total Bid & Additive Alternative #1:	\$ 320,000.00
Change Order #1: Added blower pipe, buried concrete slab, and concrete bollard footings	\$ 3,392.50
Change Order #2 : Removal and replacement of 4000 SF Asphalt, and subgrade prep and added crushed rock.	\$ 53,615.00
Change Order #3 : Removal of thicken asphalt (>4") and replacement of additional crushed rock	\$ 2,225.00
Total Contract Amount plus Contractual Changes:	\$ 379,232.50

The total cost of the project, with the change orders, was under the budgeted amount.

PERFORMANCE ANALYSIS: Selland Construction completed the project in September, and the facility is now fully operational. The project's goal was to enhance compost production efficiency while reducing material, fuel, and labor costs. Early results indicate measurable improvements in operational performance and cost savings.

DECISION POINT/RECOMMENDATION: City Council should ratify Change Orders #1–#3 to the Compost Facility Maintenance Project Contract with Selland Construction, Inc., in the total amount of \$59,232.50.



CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT

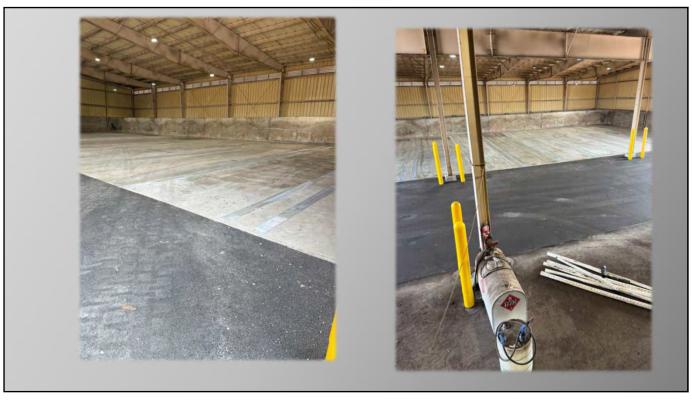
COMPOST MAINTENANCE PROJECT
CHANGE ORDERS #1 - #3











CHANGE ORDER #2







7

PROJECT'S FINANCIAL BREAKDOWN

Total Budgeted Amount:	\$ 455,000.00
Contract Bid & Additive Alternative #1:	\$ 320,000.00
Change Order #1: Added blower pipe, buried concrete slab, and concrete bollard footings	\$ 3,392.50
Change Order #2: Removal and replacement of 4000 SF Asphalt, and subgrade prep and added crushed rock.	\$ 53,615.00
Change Order #3: Removal of thicken asphalt (>4") and replacement of additional crushed rock	\$ 2,225.00
Total Contract Amount plus Contractual Changes:	\$ 379,232.50



STAFF'S RECOMMENDATION:

City Council should ratify Change Orders #1-#3 to the Compost Facility Maintenance Project Contract with Selland Construction, Inc., in the total amount of \$59,232.50



9

QUESTIONS FOR STAFF?





RESOLUTION NO. 25-066

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING CHANGE ORDERS #1, #2, AND #3 TO THE CONTRACT WITH SELLAND CONSTRUCTION, INC., FOR THE WASTEWATER COMPOST FACILITY MAINTENANCE PROJECT, IN THE TOTAL AMOUNT OF FIFTY-NINE THOUSAND TWO HUNDRED THIRTY-TWO AND 50/100 DOLLARS (\$59,232.50).

WHEREAS, the City of Coeur d'Alene, pursuant to Resolution No. 25-002, entered into a contract dated the 21st day of January, 2025, with Selland Construction, Inc., for the Compost Facility Maintenance Project pursuant to advertised bidding specifications; and

WHEREAS, it was determined during the course of construction that modifications to the project were necessary as the result of unforeseen circumstances, and the Wastewater Department requests that the City of Coeur d'Alene approve Change Orders #1, #2, and #3 at a total cost of \$59,232.50; copies of the Change Orders are attached hereto marked Exhibits 1, 2, and 3, and by reference made a part hereof, which increased the total contract price to Three Hundred Seventy-Nine Thousand Two Hundred Thirty-Two and 50/100 Dollars (\$379,232.50); and

WHEREAS, the City Council deems it to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve such change order.

NOW, THEREFORE,

BE IT RESOLVED that the Mayor and City Council of the City of Coeur d'Alene hereby approve the requested Change Orders #1, #2, and #3, modifying the scope of the original specifications and contract with Selland Construction, Inc., at a cost of \$59,232.50, which increases the total contract price to Three Hundred Seventy-Nine Thousand Two Hundred Thirty-Two and 50/100 Dollars (\$379,232.50), a copy of which Change Orders are attached hereto as Exhibits 1, 2, and 3 and by reference made a part hereof.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute any and all documents necessary to effect such change orders on behalf of the City of Coeur d'Alene.

DATED this 18th day of November, 2025.

Woody McEvers, 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 GABRIEL Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion

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

			CHANGE ORDER NO001_
Date of	7/31/25	Effective Date:	7/31/2025
Owner:	City of Coeur d'Alene	Owner's Contract No.:	031-022-4353-7310
Contractor	: Selland Construction Inc.	Contractor's Project No.:	2522
Engineer:	J-U-B Engineers, Inc.	Engineer's Project No.:	20-23-063
Project:	CDA Compost Facility Maintenance	Contract Name:	CDA Compost Facility Maintenance

The Contract is modified as follows upon execution of this Change Order:

Description:

Item 1 - Additional Blower Pipe

Approximately 18 inches of additional 6" PVC pipe was required to connect to the existing blower piping due to the presence and need to remove 4"x6" reducers on each connection point.

Item 2 - Removal of buried concrete.

Remove and dispose (onsite) the concrete found buried on July 15, 2025. Remove the concrete to a depth of 20 inches below finish grade.

Item 3 – Remove 6 inches from existing bollard foundations

Two bollards have been removed in the past. The footings for those bollards would conflict with the installation of the new asphalt apron. Remove the top 6 inches of the bollard footings.

Attachments: Selland Construction Cost Estimate

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
	[note changes in Milestones if applicable]
Original Contract Price:	Original Contract Times:
	Substantial Completion: 8/31/2025
\$ 320,000.00	Ready for Final Payment: 9/30/25
	days or dates
[Increase] [Decrease] from previously approved Change	[Increase] [Decrease] from previously approved Change
Orders No to No:	Orders No to No:
	Substantial Completion: 0
\$ 0.00	Ready for Final Payment: 0
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial Completion: 8/31/2025
\$_320,000.00	Ready for Final Payment: 9/30/2025
	days or dates
[Increase] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial Completion: 0
\$_3,392.50	Ready for Final Payment: 0
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial Completion: 8/31/2025
\$ 323,392.50	Ready for Final Payment: 9/30/2025
	days or dates

	RECOMMENDED:		ACCEPTED:		ACCEPTED:
⁻ By:	lusur	By:	Mall B	By:	Curtis Bennett
,	Engineer (if required)		Owner (Authorized		Contractor (Authorized
Title:	Project Manager		Capital Programs Manage	r Title	Project Manager
Date:	7/31/25	Date	8/1/2025	Date	7/31/2025
	ved by Funding Agency (if applica	ble)			
By:			Date:		
Title:					
TICIC.					

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P.O. Box 119 . Wenatchee, WA 98807

Phone: (509)663-3464 • Fax: (509)662-4465

RFCP/CO COST BREAKDOWN

Project: City of Coeur D'Alene - Compost Facility Maintenance

Key#

Location: Coeur D'Alene, ID

Job # 2522

Owner's Rep JUB Engineers

Attn: Logan Sorensen

Address: 7825 Meadowlark Way

Coeur D'Alene, ID 83815

RE: Cost Breakdown for Added Piping, Concrete Slab Removal, and Bollard Base Removal

				S	ubcontract Wo	·k	Sel	f Performed	l Work
Item #	Description	Qnty	Units	Unit Price	e Tota	I	Unit Pr	ice	Total
	1 Added Dryer Vent Piping	1	LS				\$650	0.00	\$650.00
	2 Remove & Dispose of Added Concrete. Dispose on-site	1	LS				\$650	0.00	\$650.00
	3 Remove and Dispose of 0.5-feet of Bollard Bases & Backfill	2	EA				\$825.00		\$1,650.00
					SubTotal	\$0.00		Subtotal	\$2,950.00
				Markup	5%	\$0.00	Markup	15%	\$442.50
					Subtotal	\$0.00		Subtotal	\$3,392.50

Total \$3,392.50

RFCP

1

Rev 1

Date 28-Jul-25

Note:

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

002 CHANGE ORDER NO. 8/27/2025 Effective Date: 8/27/2025 Date of 031-022-4353-7310 Owner's Contract No.: City of Coeur d'Alene Owner: 2522 Contractor's Project No.: Contractor: Selland Construction Inc. 20-23-063 Engineer's Project No.: J-U-B Engineers, Inc. Engineer: CDA Compost Facility Contract Name: CDA Compost Facility Maintenance Project: Maintenance

The Contract is modified as follows upon execution of this Change Order:

Description:

Item 1 - Additional Asphalt removal and replacement

Remove and replace the asphalt as shown in the attached drawing, includes mobilization, asphalt demo, grade prep, placement of 1" lift of structural aggregate base, QC testing, and paving 4" HMA over 4,000 SF area. Work shall comply with Contract specifications, drawings and City Standards. Saw cut all edges and stockpile removed asphalt onsite at designated location onsite for owner's use.

Attachments: Selland Construction Cost Estimate, mark-up of Drawing G-002.

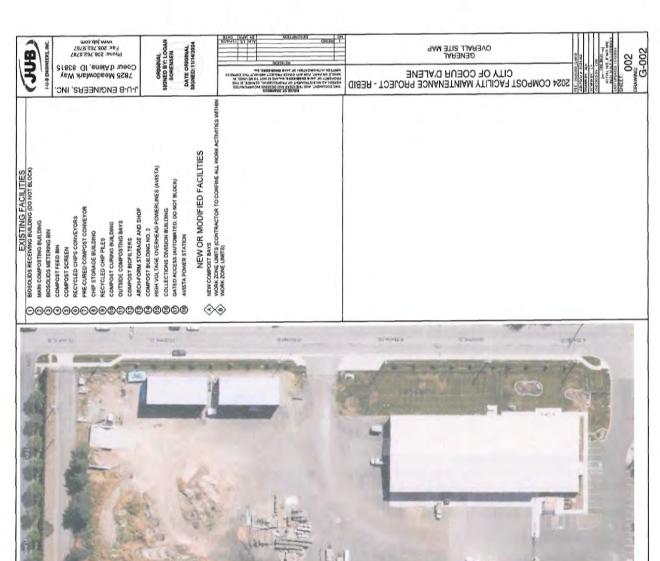
CHANGE IN CONTRACT PRICE Original Contract Price: \$ 320.000.00	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable] Original Contract Times: Substantial Completion: 8/31/2025 Ready for Final Payment: 9/30/25 days or dates
[increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: \$ 3,392.5	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: \$ 323,392.50	Contract Times prior to this Change Order: Substantial Completion: 8/31/2025 Ready for Final Payment: 9/30/2025 days or dates
[Increase] of this Change Order: \$ 53,615.00	[Increase] [Decrease] of this Change Order: Substantial Completion: 9 days Ready for Final Payment: 0 days days or dates
Contract Price incorporating this Change Order: \$ 377,007.50	Contract Times with all approved Change Orders: Substantial Completion: 9/9/2025 Ready for Final Payment: 9/30/2025 days or dates
By: By: Owner (By: Mely McCEPTED: Authorized Contractor (Authorized Programs Manage Fitle General Manage Fitle 3/2-1/2-2

Document 00941 - 1

CHANGE ORDER

Appro	ved by Funding Agency (if applicable)		
Ву:	N/A	Date:	
Title:			

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P.O. Box 119 Wenatchee, WA 98807 Phone: (509)663-3464 Fax: (509)662-4465

Proposal Date:

August 26th, 2025

REVISED CHANGE ORDER PRICE PROPOSAL: CITY OF CDA COMPOST FACILITY

Selland Construction, Inc. is hereby providing pricing for the above listed project. Pricing is based on existing conditions and pricing requested from Owner.

Item:	DESCRIPTION	Quanti	y Unit	į	Unit Price		Amount
1. 2. 3. 4. 5. 7.	CDA Compost Facility Additional Mobilization - Equipment and Personnel Remove Existing ACP and Stockpile Onsite Prep and Grade for Paving Purchase, Haul and Place additional 1" Gravel Sawcut ACP and Dispose onsite Additional Cost for QC for Paving Paving -4" HMA (two lifts)	40 4 2	1 LS 00 SF 00 SF 45 SY 50 LF 1 LS	*****	2,500.00 2.00 4.00 5.00 3.00 1,000.00 52.00	***	2,500.00 8,000.00 16,000.00 2,225.00 750.00 1,000.00 23,140.00
٥.	Total Table	TOTAL	1 LS			\$	53,615.00

Qualifications: Please Read Carefully

- a) Existing ACP to be removed and stockpiled onsite at CDA Compost facility for their end use.
- b) Revised pricing is based on 4" HMA depth with two lifts.
- c) Price does not include Sales Tax
- d) Primary survey and control is to be provided by others.

If you have any questions or need additional information with regard to	our proposal please reel free to give us a call.	
Sincerely, SELLAND CONSTRUCTION, INC.	Proposal Accepted By:	
Jason Gaul	Date:	

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

			CHANGE ORDER NO003_
Date of	9/19/2025	Effective Date:	9/19/2025
Owner:	City of Coeur d'Alene	Owner's Contract No.:	031-022-4353-7310
Contractor	: Selland Construction Inc.	Contractor's Project No.:	2522
Engineer:	J-U-B Engineers, Inc.	Engineer's Project No.:	20-23-063
Project:	CDA Compost Facility Maintenance	Contract Name:	CDA Compost Facility Maintenance

The Contract is modified as follows upon execution of this Change Order:

Description:

Item 1 – Additional Asphalt removal and replacement

The asphalt removed under Change Order 2 was much thicker than anticipated. The base preparation planned for using 25 tons of aggregate base (445 SY to 1" depth). The attached scale tickets show that a total of 49.53 tons were used, nearly double the planned quantity. This Change Order increases the quantity of aggregate from 445 SY to 890 SY as shown in the attached Change Order Price Proposal.

Attachments: Selland Construction Cost Estimate, Revised with Blubeam markups by JUB Engineers.
Aggregate Scale Tickets.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
	[note changes in Milestones if applicable]
Original Contract Price:	Original Contract Times:
	Substantial Completion: 8/31/2025
\$ <u>320,000.00</u>	Ready for Final Payment: 9/30/25
	days or dates
[Increase] [Decrease] from previously approved Change	[Increase] [Decrease] from previously approved Change
Orders No. <u>1</u> to No. <u>1</u> :	Orders No. <u>1</u> to No. <u>1</u> :
	Substantial Completion: 0
\$ 57,007.50	Ready for Final Payment: 0
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial Completion: 8/31/2025
\$ 377,007.50	Ready for Final Payment: 9/30/2025
	days or dates
[Increase] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial Completion: 9 days
\$ <u>2,225.00</u>	Ready for Final Payment: <u>0 days</u>
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial Completion: 9/9/2025
\$ 379,232.5	Ready for Final Payment: 9/30/2025
3/3,232.3	days or dates

Resolution No. 25-066 Exhibit "3"

CHANGE ORDER

By:
Contractor (Authorized
Title V
Date
•

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P.O. Box 119 Wenatchee, WA 98807 Phone: (509)663-3464 Fax: (509)662-4465

Proposal Date:

August 26th, 2025

REVISED CHANGE ORDER PRICE PROPOSAL: CITY OF CDA COMPOST FACILITY

Selland Construction, Inc. is hereby providing pricing for the above listed project. Pricing is based on existing conditions and pricing requested from Owner.

Item:	DESCRIPTION	Qi	antity	Unit	L	Init Price		Amount
1. 2. 3. 4. 5. 7.	CDA Compost Facility Additional Mobilization - Equipment and Personnel Remove Existing ACP and Stockpile Onsite Prep and Grade for Paving Purchase, Haul and Place additional 1" Gravel Sawcut ACP and Dispose onsite Additional Cost for QC for Paving Paving -4" HMA (two lifts)	89	4,000 5 4000 5 250 1 445 5	SF SF SY LF LS	****	2,500.00 2.00 4.00 5.00 3.00 1,000.00 52.00	\$ \$ \$ \$ \$	2,500.00 8,000.00 16,000.00 -2,225.00 4,450.00 750.00 1,000.00 23,140.00
		TOTAL	1	LS			\$	53,615.00 55,840.00

Qualifications: Please Read Carefully

- a) Existing ACP to be removed and stockpiled onsite at CDA Compost facility for their end use.
- b) Revised pricing is based on 4" HMA depth with two lifts.
- c) Price does not include Sales Tax

Cell -- (509) 421-4150

d) Primary survey and control is to be provided by others.

II you have any questions of freed additional information w	vith regard to our proposal please feel free to give us a call.
Sincerely,	Proposal Accepted By:
SELLAND CONSTRUCTION, INC.	
	
lason Gaul	Date:
Vice President	



01709 - ICA WYOMING RD PS&G

ERSTATE 8849 W Wyoming Avenue

A CRH COMPANY

Cust. Name:

Customer:

24766

SELLAND CONSTRUCTION

Address & Instructions:

2360 3/4" MINUS CRUSHED

PU 2522

Product

Order: IDCITY - IDAHO

Job:

P.O.: 2522

At Plant:

Total Qty 1 17.33

Ticket Qty UOM

18080174 Ticket: Date:

8/27/2025

10:36:34AM BOR55

Vehicle: Driver:

Time:

Map Page:

	Pounds	lons
Gross	61,860	30.93
Tare	27,200	13.60
Net	34,660	17.33

Corie Finley-Harris WM:

18080174

Signature:

Thank you for your business!

WARNING: HOT MIX ASPHALT (HMA) TEMPERATURES CAN EXCEED 330 DEGREES. Lise appropriate protective equipment when working with HMA. See reverse side for warranty and shipment delivery conditions

A CRH COMPANY

01709 - ICA WYOMING RD PS&G

8849 W Wyoming Avenue Rathdrum, ID 83858

Customer:

24766

SELLAND CONSTRUCTION

Address & Instructions:

2360 3/4" MINUS CRUSHED

PU 2522

Product

Cust. Name:

At Plant:

Loads Total Qty Ticket Qty 1

Job: P.O.:

> UOM 17.33 17.33

Order: IDCITY - IDAHO

2522

CUSTOMER COPY

Ticket: Date: 8/27/2025 Time: 10:36:34AM Vehicle: BOR55

Driver:

WM:

Map Page:

Pounds Tons 30.93 Gross 61,860 27,200 13.60 Tare 17.33 34,660 Net

Corie Finley-Harris

Thank you for your business!

Ton

WARNING: HOT MIX ASPHALT (HMA) TEMPERATURES CAN EXCEED \$30 DEGREES. Use appropriate protective equipment when working with HMA. See reverse side for warranty and shipment delivery conditions.

Job:

P.O.:

At Plant: Total Qty Tic

17.33

Loads

01709 - ICA WYOMING RD PS&G

8849 W Wyoming Avenue Rathdrum, ID 83858

CONCRETE & ASPHALT A CRH COMPANY

Customer:

Cust. Name:

PU 2522

24766

SELLAND CONSTRUCTION

Address & Instructions:

Product

2360 3/4" MINUS CRUSHED

Order: IDCITY - IDAHO

2522

CUSTOMER COPY

UOM

Ton

Ticket: 18080174

8/27/2025 Date: 10:36:34AM Time: BOR55 Vehicle:

Driver:

Map Page:

Pounds Tons. 30.93 61,860 Gross 13.60 27,200 Tare 17.33 34,660 Net

Corie Finley-Harris WM:

Thank you for your business!

17.33



01709 - ICA WYOMING RD PS&G

8849 W Wyoming Avenue

CONCRETE & ASPHALT Rathdrum, ID 83858

A CRH COMPANY

24766

SELLAND CONSTRUCTION

Address & Instructions:

2360 3/4" MINUS CRUSHED

PU 2522

Product

Customer:

Cust. Name:

Order: IDCITY - IDAHO

Job:

Loads

P.O.: 2522

At Plant:

Ticket Qty UOM Total Qty 16.18

Ticket: 18080184 Date:

8/27/2025

11:29:58AM Vehicle: BOR55

Map Page:

Time:

Driver:

WM:

	Pounds	lons		
Gross	59,560	29.78		
Tare	27,200	13.60		
Net	32,360	16.18		

Jeremy Gates

Signature:

Thank you for your business!

WARNING: HOT MIX ASPHALT (HMA) TEMPERATURES CAN EXCEED 330 DEGREES. Use appropriate protective equipment when working with HMA. See reverse side for warranty and shipment delivery conditions

33.51

CUSTOMER COPY

18080184 Ticket: 8/27/2025 Date: Time: 11:29:58AM Vehicle: BOR55

Driver:

Customer: Cust. Name:

A CRH COMPANY

24766

SELLAND CONSTRUCTION

01709 - ICA WYOMING RD PS&G

01709 - ICA WYOMING RD PS&G

8849 W Wyoming Avenue Rathdrum, ID 83858

SELLAND CONSTRUCTION

8849 W Wyoming Avenue

Rathdrum, ID 83858

Address & Instructions:

2360 3/4" MINUS CRUSHED

PU 2522

Product

Order: IDCITY - IDAHO Job:

P.O.: 2522

At Plant:

Loads

Total Qty Ticket Qty UOM

33.51 16.18

Ton

Map Page:

29.78 Gross 59,560 13.60 27,200 Tare 16.18 32,360 Net WM:

Tons

Pounds

Jeremy Gates

Thank you for your business!

WARNING: HOT MIX ASPHALT (HMA) TEMPERATURES CAN EXCEED \$30 DEGREES. Use appropriate protective equipment when working with HMA. See reverse side for warranty and shipment delivery conditions.

CUSTOMER COPY

Ticket: 18080184 8/27/2025 Date:

11:29:58AM Time:

Vehicle: BOR55

Driver: Map Page:

Order: IDCITY - IDAHO

Job:

P.O.: 2522

PU 2522

Customer:

Cust. Name:

Product 2360 3/4" MINUS CRUSHED

RETE & ASPHALT

Address & Instructions:

24766

A CRH COMPANY

At Plant: Total Qty Ticl Loads 16.18 Ton 2 33.51

Pounds 29.78 Gross 59,560 Tare 27,200 13.60 16.18 32,360 Net WM: Jeremy Gates

Thank you for your business!



01709 - ICA WYOMING RD PS&G

8849 W Wyoming Avenue

CONCRETE & ASPHALT Rathdrum, ID 83858

A CRH COMPANY

Customer:

24766

SELLAND CONSTRUCTION

Address & Instructions:

2360 3/4" MINUS CRUSHED

PU 2522

Product

Cust. Name:

Order: IDCITY - IDAHO

Job:

P.O.: 2522

At Plant:

Ticket Qty UOM Loads Total Qty 3 49.53 16.02

Ticket: 18080190 Date:

8/27/2025

12:20:47PM Time: Vehicle: BOR55

Driver:

WM:

Map Page:

	Pounds	lons
Gross	59,240	29.62
Tare	27,200	13.60
Net	32,040	16.02

Jeremy Gates

Signature:

Thank you for your business!

WARNING: HOT MIX ASPHAIT (HMA) TEMPERATURES CAN EXCEED 330 DEGREES. Use appropriate protective equipment when working with HMA. See reverse side for warranty and shipment delivery conditions.

01709 - ICA WYOMING RD PS&G 8849 W Wyoming Avenue Rathdrum, ID 83858

A CRH COMPANY

24766

Address & Instructions:

PU 2522

Customer: Cust. Name:

SELLAND CONSTRUCTION

Product 2360 3/4" MINUS CRUSHED

Order: IDCITY - IDAHO Job:

P.O.: 2522

At Plant:

Total Qty Ticket Qty UOM Loads 49.53 16.02 Ton

CUSTOMER COPY

8/27/2025 Date: Time: 12:20:47PM Vehicle: BOR55

18080190

Driver:

Ticket:

Map Page:

Pounds Tons 29.62 59,240 Gross 13.60 27,200 Tare 16.02 32,040 Net WM:

Jeremy Gates

18080190

8/27/2025 12:20:47PM

Thank you for your business!

CUSTOMER COPY

WARNING: HOT MIX ASPHALT (HMA) TEMPERATURES CAN EXCEED 330 DEGREES. Use appropriate protective equipment when working with HMA. See reverse side for warranty and shipment delivery conditions.

CRETE & ASPHALT

01709 - ICA WYOMING RD PS&G 8849 W Wyoming Avenue Rathdrum, ID 83858

A CRH COMPANY

Customer:

Cust. Name:

24766

SELLAND CONSTRUCTION

Address & Instructions:

PU 2522

Product 2360 3/4" MINUS CRUSHED

Order: IDCITY - IDAHO

Job:

2522 P.O.:

At Plant: Total Qty Loads 49.53 16.02 Ton 3

Vehicle: BOR55 Driver:

Ticket:

Date:

Time:

Map Page:

Pounds Tons 29.62 Gross 59,240 27,200 13.60 Tare 32,040 16.02 Net

Jeremy Gates WM:

Thank you for your business!

CITY COUNCIL STAFF REPORT

DATE: November 18, 2025

FROM: Bill Deruyter, Deputy Chief

SUBJECT: Sole Source Approval for the Purchase and construction of a new fire training

facility outlined in the 2025 General Obligation Bond.

DECISION POINT: Should Council approve the purchase and installation of a new fire training facility as a Sole Source expenditure?

HISTORY: The Coeur d'Alene Fire Department purchased and built a training tower in 2005 with funds from the 2005 General Obligation Bond. Twenty years later, the training tower continues to serve the Department and surrounding agencies with valuable training capabilities.

The proposed new training facility will enhance the training capabilities of our department and surrounding agencies. The facility has been designed with our growing community in mind. More apartments are being built, and this facility is designed with these and current design of interior residential structures in mind. We are incorporating numerous other props into one. A forcible door is incorporated for forcing access. A garage door prop is incorporated to simulate the live fire conditions of a garage fire. We can cut through the garage door and extinguish the interior fire. Return stairs are part of the design. Currently we do not have a way to train on hose management using these types of stairs. These stairs are found in almost every apartment building built in the City. We are also incorporating our ventilation prop for cutting on various pitches of roofs.

Space is at a premium in our City complex. This will save space and add to our ability to train our firefighters to be prepared for what emergencies they face in the future. The current training tower still has value and will be used as it has been. This additional facility addresses the current and future needs for training our firefighters.

Idaho Code § 67-2808(2)(a) provides that Council may declare that there is only one (1) vendor for the purchase of personal property where there is only one (1) source reasonably available. The statute further provides that only one (1) source is reasonably available where the compatibility of equipment, components, replacement parts, or service is the paramount consideration, and where competitive solicitation is impractical, disadvantageous, or unreasonable under the circumstances. The Fire Department has investigated the market and Taylor'd Containers is the only vendor reasonably available to this area which provides this specialized product.

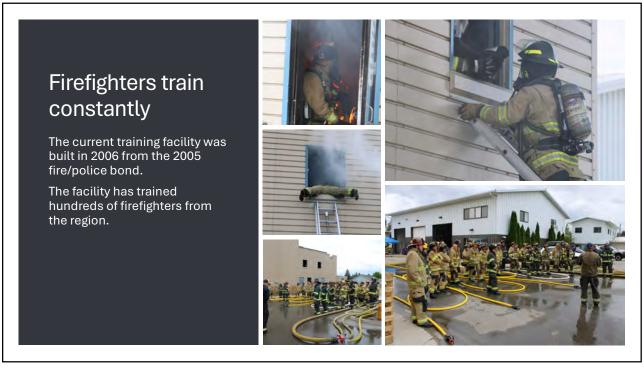
FINANCIAL ANALYSIS: The fire training facility is an approved facility under the current 2025 General Obligation Bond. Funding was approved for up to \$400,000. The bid of Taylor'd

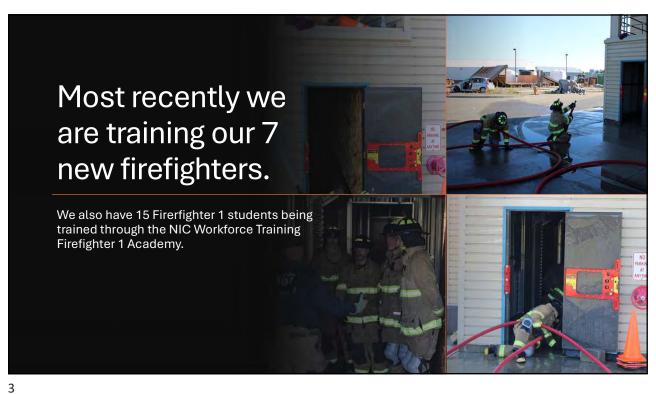
Containers is \$373,820. We are working with the Streets and Engineering Department on foundation work.

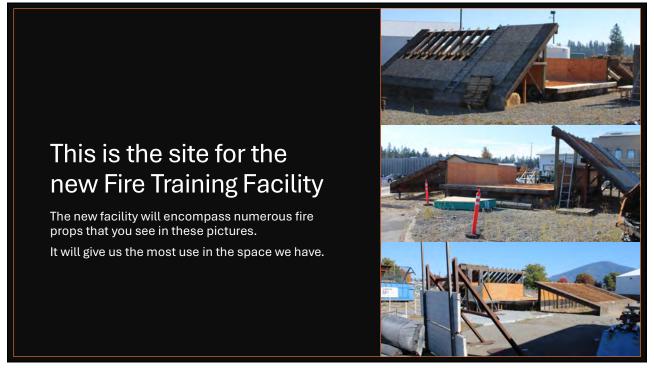
PERFORMANCE ANALYSIS: There is only one vendor that designs and builds these types of fire training facilities in this area. Taylor'd Containers is the local vendor in Spokane, Washington. We have worked with them in the past on other collaborations. The next closest vendor is in Southern California. Due to the costs involved in transportation and construction, Taylor'd Containers is the only vendor reasonably available for this purchase.

DECISION POINT/RECOMMENDATION: Council should declare that there is only one vendor reasonably available for this purchase, authorize staff to publish the declaration in the official newspaper of the City at least fourteen (14) calendar days prior to the award of the contract, and authorize the purchase and installation of this fire training prop from Taylor'd Containers using funds provided by the 2025 General Obligation Bond.

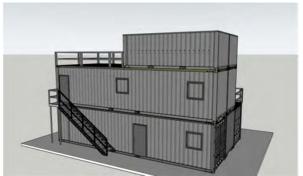






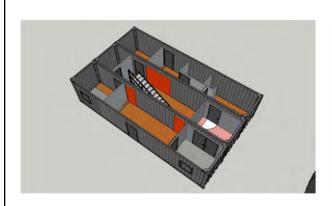






Exterior views of the new training facility

5





Interior views of the new training facility

6



RESOLUTION NO. 25-067

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING, PURSUANT TO IDAHO CODE § 67-2808(2), THAT THERE IS ONLY ONE VENDOR REASONABLY AVAILABLE FOR THE PURCHASE AND INSTALLATION OF A FIRE TRAINING FACILITY AND APPROVING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF THE FACILITY FROM TAYLORD SYSTEMS LLC, IN THE AMOUNT OF \$373,820.00, USING FUNDS PROVIDED BY THE 2025 GENERAL OBLIGATION BOND.

WHEREAS, the Fire Department Deputy Chief for the City of Coeur d'Alene has recommended that the City approve the purchase and installation of a Fire Training Facility from Taylord Systems LLC, for an amount of Three Hundred Seventy-Three Thousand Eight Hundred Twenty and 00/100 Dollars (\$373,820.00), per the attached Exhibit "1," which is incorporated herein by reference; and

WHEREAS, the Fire Department has determined that Taylord Systems LLC is the only vendor reasonably available for this project due to the fact there is no functional equivalent for the facility and that competitive solicitation is unreasonable under the circumstances; and

WHEREAS, it is in the best interests of the City to purchase the Fire Training Facility from Taylord Systems LLC using funds provided by the 2025 General Obligation Bond.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that there is only one vendor reasonably available for the purchase and installation of the Fire Training Facility due to the fact there is no functional equivalent for the facility and that competitive solicitation is unreasonable under the circumstances, and the Fire Department is authorized to enter into an agreement to purchase and install a fire training facility with Taylord Systems LLC for the amount of Three Hundred Seventy-Three Thousand Eight Hundred Twenty and 00/100 Dollars (\$373,820.00), per the attached Exhibit "1" which is 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 the contract with Taylord Systems LLC behalf of the City of Coeur d'Alene.

DATED this 18th day of November, 2025.	
	Woody McEvers, Mayor

ATTEST:	
Renata McLeod, City Clerk	
Motion by , Seconded by	, to adopt the foregoing resolution.
ROLL CALL:	
COUNCIL MEMBER GABRIEL	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER WOOD	Voted
was absent. Motion .	

PUBLIC WORKS CONSTRUCTION CONTRACT for

FIRE TRAINING FACILITY

THIS CONTRACT is made and entered into this 18th day of November, 2025, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "the CITY," and TAYLORD SYSTEMS LLC, a limited liability corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 12802 E. Indiana Ave, Spokane Valley, Washington, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, after complying with State of Idaho purchasing laws and the **CITY**'s Purchasing Policy, **CONTRACTOR** was determined to be the only vendor reasonably available for the required type of training facility; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to accept the quote of **CONTRACTOR**; and

WHEREAS, **CONTRACTOR** has been awarded the Contract for the Fire Training Facility, hereinafter referred to as the "Work," according to the Quote dated September 3, 2025, on file in the office of the City Clerk of the **CITY**, which Quote is incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, **CONTRACTOR** shall complete the Work, furnishing all labor and materials therefor according to the Contract Documents. All material shall be of the high standard required by the Contract Documents and approved by the **CITY**, and all labor performed shall be of first-class workmanship. **CONTRACTOR** shall perform all work in compliance with applicable State law and City Codes.

CONTRACTOR agrees to receive and accept, as full compensation for furnishing all labor and materials for the Work, an amount equal to the total of the Quote dated September 3, 2025. The total amount of the contract shall not exceed Three hundred seventy-three thousand, eight hundred and twenty dollars (\$373,820.00).

A request for a progress payment must be submitted by the 10th of the month for work done in the previous calendar month. Payment shall be made by the end of that calendar month on a duly certified estimate of the work completed in the previous calendar month, less five percent (5%) retainage. Final payment shall be made within thirty (30) days after completion of all work, the filing of all forms required by law, and acceptance of the Work by the City Council.

Two hundred forty (240) days shall be allowed for completion of the Work, hereinafter referred to as "Contract Time." The Contract Time shall commence when the Work is actually commenced, but in any event no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

CONTRACTOR acknowledges that time is of the essence in this Contract and the failure of **CONTRACTOR** to complete the Work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are, and will continue to be, impractical and extremely difficult to determine. Therefore, in the event **CONTRACTOR** shall fail to complete the Work within the Contract Time, **CONTRACTOR** shall pay to the **CITY**, or the **CITY** may withhold from monies due **CONTRACTOR**, liquidated damages at the rate of Five-hundred and No/100 Dollars (\$500.00) per calendar day, which sums shall not be construed as a penalty.

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

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

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

In consideration of the award of this Contract to **CONTRACTOR**, and in recognition that the business in which **CONTRACTOR** is engaged is of a transitory character and that **CONTRACTOR**'s property may be outside the state of Idaho when taxes, excises or license fees to which **CONTRACTOR** is liable become payable, **CONTRACTOR** further agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term; and

Resolution No. 25-067 Page 2 of 5 E X H I B I T " 1"

- 2. That, if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same may constitute a lien upon **CONTRACTOR**'s property, **CONTRACTOR** shall secure the same to the satisfaction of the officers charged with the collection thereof; and
- 3. That, in the event of a default in the payment or securing of such taxes, excises and license fees, **CONTRACTOR** consents that the **CITY** may withhold from any payment due **CONTRACTOR** hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** may be liable.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its authorized representative, the day and year first above written.

CITY OF COEUR D'ALENE	TAYLOR'D SYSTEMS LLC.	
By Woody McEvers, Mayor	By:	_
	(printed nan	ne)
	(title)	
ATTEST:		
Renata McLeod, City Clerk		

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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



Quote #: <u>240606TR1</u> Date: <u>9/3/25</u>

Thanks for allowing Taylor'd Systems, LLC the opportunity to quote your project. The following serves as a quote for the Coeur d'Alene Fire Training Facility. All fabrication work to be done offsite and delivered to training facility location for assembly.

This quote is based off Taylor'd System's experience with container structures. Quote is subject to change after the structural engineer completes the facility drawings. Quote is good for 90 business days after date on quote.

Burn Facility for Coeur d'Alene Fire Training Facility______

\$373,820.00

(Quote does not include tax or prevailing wage rate)

- DRAFTING
 - FULL SET OF FLOOR PLANS AND ELEVATIONS
- ENGINEERING
 - STAMPED ENGINEERED PLANS FOR PROJECT AND PERMITTING
- TRAINING FACILITY
 - 5 GENTLY USED 40' HIGH CUBE CONTAINERS- PAINTED SINGLE COLOR
 - 1 BURN ROOM ~ 10'x8'
 - 2"x2"x1/8" TUBE STEEL FRAME (2' O.C)
 - R-13 ROCKWOOL INSULATION IN WALLS AND CEILING
 - 3/16" STEEL LINING THE WALLS AND CEILING
 - PAVER BLOCKS ON FLOOR
 - DUAL SWINGING MAN DOOR
 - 3' X 3' WINDOW FOR SECOND EGRESS
 - FINAL LOCATION OF BURN CELL TO BE ON END OF CONTAINER DETERMINED BY END USER

1 - FORCIBLE WINDOW

- 2"x2"x1/8" STEEL WINDOW FRAME
- CORRUGATION ON INSERT
- WINDOW HANDLES ON INSIDE AND OUT
- LATCH ON CONTAINER SO THAT THE WINDOW STAYS OPEN WHEN PARALLEL TO CONTAINER
- ANGLE IRON ON THE OUTSIDE SO THAT O.S.B. (OR LIKE MATERIAL) CAN BE PUT ACROSS THE WINDOW.
- 2x2 TUBE STELL SECTION TO ACT AS WINDOW BREAK

Sales: Sales@Taylord.com

REBAR HOLDS

o 3 - WINDOWS

- 2" x 4" x 1/8" STEEL WINDOW FRAME
- CORRUGATION ON INSERT
- WINDOW HANDLES ON INSIDE AND OUT
- TWO WINDOWS WILL HAVE D-RINGS
- 1- FORCIBLE ENTRY DOOR



- 2"x6" FRAME WITH INTERIOR SWINGING DOOR AND EXTERIOR SWINGING DOOR (2 DOORS)
- WOOD INSERTS IN THE DOORS AND FRAMES TO PREVENT DAMAGE TO DOOR AND CREATE A MORE REALISTIC PROP

o 9 - MAN DOORS

- FRAME OF DOOR. 2" x 3" x 1/8" TUBE
- ALL HARDWARE INCLUDED

o RAILING

- ALL 2ND STORY AND ROOF TOP LOCATIONS THAT WILL BE WALKED ON WILL HAVE A 42" TALL (2-RAIL) DECK SYSTEM MADE OUT OF TUBE STEEL
- POWDER COATED

FLAT ROOF PARA PIT PROP

- 16' WIDE X 20' LONG
- 24" OFF THE DECK OF UPPER CONTAINERS
- 2" x 6" PIECES OF LUBER SADDLES
 - CORRUGATED 6' PARA PIT WALL

2 - SLANTED ROOF PROP

- PITCHED ROOF ON 1st AND SECOND LEVELS
 - PROP WILL HAVE THE ABILITY TO SWAP OUT 2"x6"x8' PIECES OF WOOD
 - PROP TO BE BUILT TO ENGINEER SPECS
 - REMOVEABLE RAILING AND CHAIN ON SIDES OF PROP
 - D-RING FOR TIE-OFF

CUTOUTS BETWEEN CONTAINERS

- 10' OPENING BETWEEN CONTAINERS ON SECOND STORY
- 2 EA 10' CUTOUTS ON FIRST FLOOR
- 2 EA 4' CUTOUTS ON FIRST FLOOR
 - FRAMED WITH 1/8" WALL TUBE STEEL (UNLESS OTHERWISE SPEC. BY ENGINEER)
- DESIGNED WITH 6 INTERIOR SPACES PER LAYOUT

1 - GARAGE DOOR CUTTING PROP

- 2" x 2" x 1/8"ANGLE FOR OSB TRIANGULAR CUTS
- 2" x 2"x 1/8" RECEIVER TUBE
- HOLDS RECYCLED GARAGE PANELS

BARGRATE

60' BARGRATE DECK ON ALL WALABLE SURFACES

STAIRS

- INTERIOR STAIR (QTY 1)
 - ~12'x3'6" CUTOUT IN THE FLOOR OF UPPER CONTAINER
 - RAILING AROUND FLOOR CUTOUT

Sales: Sales@Taylord.com

- 3' WIDE STAIRS
- RAILING WITH HANDRAIL ON ONE SIDE, OPPOSITE SIDE AGAINST CONTAINER



- GRIPPED METAL STAIR TREADS
- COATED WITH POWDER COAT
- EXTERIOR STAIRS (QTY 1)
 - 3' WIDE STAIRS
 - HANDRAIL ON ONE SIDE, OPPOSITE SIDE AGAINST CONTAINER
 - POWDER COATED
 - GRIPPED METAL STAIR TREADS
- APARTMENT STYLE EXTERIOR STAIRS (QTY 1)
 - 3' WIDE STAIRS
 - HANDRAIL ON BOTH SIDES
 - POWDER COATED
 - METAL STAIR TREADS
- ACCESS LADDER (QTY 2)
 - FROM 2ND STORY TO TOP OF 3RD
 - POWDER COATED
- ONSITE ASSEMBLY
 - CONTAINER PLACEMENT WITH EQUIPMENT
 - ASSEMBLE FACILITY
 - DOES NOT INCLUDE PREVAILING WAGE RATES IF APPLICABLE
- 1 YEAR WARRANTY
 - COVERS ANY PART OF THE STRUCTURE OR PROPS THAT MALFUNCTION
 - DOES NOT INCLUDE USER ERROR

Estimate does not include the following:

- Site preparation
 - Grading
 - Digging or pouring footings
- Asphalt
- General Contracting
- Permitting
- Prevailing Wage
- No lights/electrical

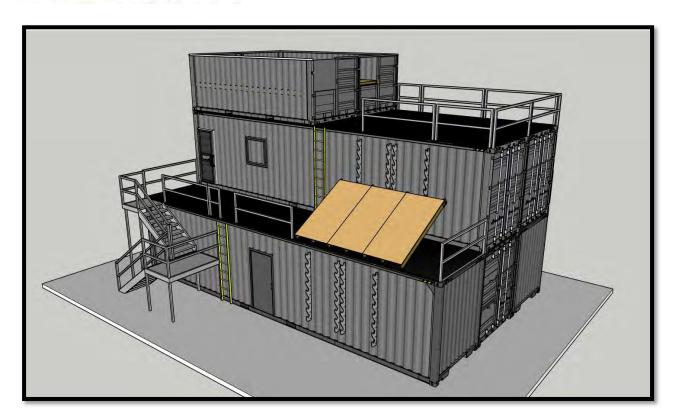
Time frame/ Lead time: CONFIRMED AT TIME OF ORDER. PROJECT DURATION ESTIMATED 6-8 MONTHS

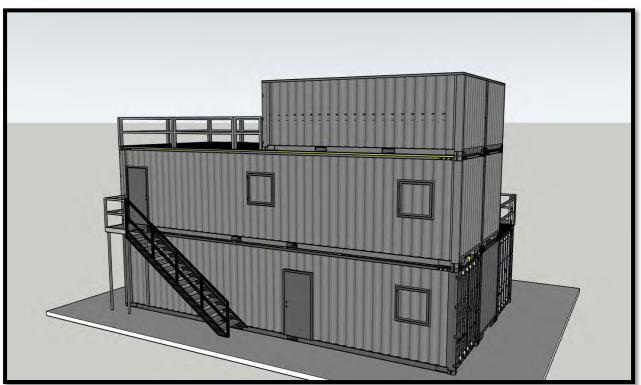
By signing this you agree to outlined description of work, quote, payment terms and timeline. We look forward to working with you and thank you for keeping business local.

Sales: Sales@Taylord.com

Print Name:	
Signature:	Date:

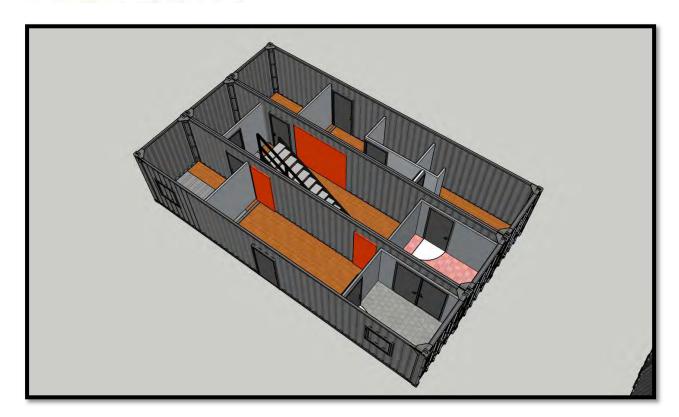


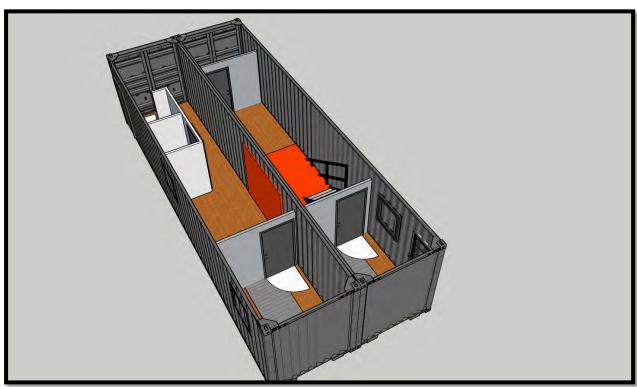




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