



**A CONTINUED MEETING OF
THE CITY COUNCIL
May 12, 2015, 4:00 P.M.
OLD COUNCIL CHAMBERS, CITY HALL
710 E. MULLAN AVENUE**

AGENDA

A. CALL TO ORDER

1. Vision 2030 Update –
Presented by Hilary Anderson, Community Planning Director
2. Let's Move Update –
Presented by Steve Anthony, Parks and Recreation Director
3. Review of Strategic Goals FY 14-15
Presented by: Keith Erickson, Communications Coordinator
4. Strategic Planning Discussion for FY 15-16
Presented by: Troy Tymesen, Finance Director
5. **Resolution No. 15-019** - Approval of an Agreement with Cheryl Metcalf for Public Art, "Chief Morris Antelope"
Staff Report by: Steve Anthony, Parks & Recreation Director
6. **Resolution No. 15-020** - Approval of a Memorandum of Understanding with North Idaho College for Placement of Public Art.
Staff Report by: Steve Anthony, Parks & Recreation Director
7. **Resolution No. 15-021** - Approval of a Contract with Dew Drop Irrigation for Levee Irrigation
Staff Report by: Gordon Dobler, Engineering Director

B. ADJOURNMENT

NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.

STRATEGIC GOALS PROGRESS REPORT 2014-15

During last year's strategic planning process, staff outlined a number of goals for the next year. As we begin strategic planning for the upcoming fiscal year, the mayor has asked for an update from departments on the status of these goals.

By department, here is a breakdown on where we are at:

PLANNING

1. Retool Planning Department, including personnel.
Status: In progress.

The planning department was fully staffed in 2014-15 with the hiring of a third planner and community planning director. However, with the impending departure of planner Lori Burchett, the department will need to fill the position.

2. Adopt Vision 2030.
Status: accomplished.

Planning director Hilary Anderson is part of CDA 2030s Board of Directors and Implementation Subcommittee, which will make sure the plan is implemented in coordination with other lead and support partners.

3. Integrate healthy living into planning.
Status: in progress.

Planning staff member, Tami Stroud, attended the Making Cities Healthy to All conference in Portland June 2014 to gain tools and learn strategies for making cities healthy for all.

ENGINEERING:

1. Complete pavement management program.
Status: Have updated pavement management program and complete ratings for all streets.
2. Continue levee certification process.
Status: Levee work is almost complete and ahead of schedule.
3. Continue Design and right-of-way acquisition for Gov't Way, Hanley to Prairie Ave.
Status: Accomplished

WATER DEPARTMENT

1. Hire additional staff necessary to replace old water meters.
Status: In progress.

CITY ATTORNEY

1. Perform space utilization study and expand City Hall to bring the City's Legal Department under one roof.
Status: In process.

HUMAN RESOURCES

1. Complete City-wide Compensation and Classification Study
Status: In progress: Committee was formed to discuss current class/comp plan as well as overall city benefits.
2. Increase Training and Education Opportunities for all staff.
Status: HR has purchased an Employment Law Training DVD series for Supervisors as well as the copyright which will enable us to share with employees as we wish for the next three years.

POLICE:

1. Community Policing/Staffing/Technology
Status: In progress: PD has been working towards increasing our staffing and has made changes to our method and culture of providing police service through community based policing methods.
2. Create a police sub-station on East Sherman
Status: Accomplished
3. Increase Training and Education Opportunities.
Status: The police department completed training for library personnel on response to emergencies (run, hide, fight) and conducted a security assessment for City Hall.



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.

COUNCIL STRATEGIES

Excellence in Financial Management
Excellent Customer Service
Highest Quality Products and Services
Building Healthy Communities
Meaningful and Sustainable Growth
Valued Motivated Employees

2015-2016 STRATEGIC PLANNING

MAYOR & COUNCIL GOALS & OBJECTIVES

Mayor Widmyer

Strategic Goal #1: The Best Public Safety

Objective: Staff our Police Department as recommended by Chief White. Do this by looking for efficiencies in all our operations so as to minimize the impact on our taxpayer.

Strategic Goal #2: Safe, Clean Neighborhoods

Objective: Commit to staffing and code enforcement.

Strategic Goal #3: Build Fire Station #4

Objective: Work with FD to make it happen in the most cost-effective manner.

Strategic Goal #4: Keep Property Tax Increase to a Minimum

Objective: Work to create efficiencies and increase non-property tax revenues to minimize the effect on taxpayers.

Strategic Goal #5: Enhance the Promotion of Coeur d'Alene's History

Objective: Look at Adding History as Part of the Arts Commission

Strategic Goal #6: Totally Revamp Our Parking Situation

Objective: Examine the effectiveness of the Parking Commission. Review the 2007 Parking Study. Develop customer-friendly parking policies while maximizing revenue.

Strategic Goal #7: Maximize the Effectiveness of Urban Renewal

Objective: Have the council review and evaluate LCDC.

Strategic Goal #8: Restore History in Coeur d'Alene Park.

Objective: Work on restoring the arches and the fountain in the Park.

Strategic Goal #9: Revitalize East Sherman

Objective: Find ways to make East Sherman attractive to private investors.

Strategic Goal #10: Restore Old Buildings

Objective: Find ways to encourage property owners to restore old buildings.

Councilmember Edinger:

Strategic Goal #1: Mid-Town

Objective: Encourage LCDC to come up with a plan that will work for all midtown people.

Strategic Goal #2: 4-Corners

Objective: Support the 4-Corners plan, when there is one, with money.

Strategic Goal #3: River District

Objective: Look at expanding LCDC's River District to allow funding for cleanup and development of the public space in the river corridor.

Councilmember McEvers:

Strategic Goal #1: Community Enhancement Account

Objective: Create an account that is available for Council to help fund any projects that are deemed worthy by vote of Council.

Strategic Goal #2: Enhance the City’s Communications with the Public

Objective: Create a way to measure our successes when reaching out to our public.

Strategic Goal #3: Explore our Next Step in Enhancing CDATV 19

Objective: Set goals for the future of our channel through economic partnerships around our County.

Councilmember Gookin:

Strategic Goal #1: Public Safety

Objective: Hire enough police and firefighters to adequately cover the City. Property equip both.

Strategic Goal #2: Planning & Growth

Objective: Accommodate growth in an attractive and sustainable way while preserving the integrity of existing and historic neighborhoods.

Strategic Goal #3: Downtown Performing Arts Center

Objective: Create a public space to enhance the cultural status of Coeur d’Alene and bring more people downtown.

Councilmember Miller:

Strategic Goal #1: Efficient Communication and Community Involvement

Objective: Reviews for duplication on projects or project work internally and with other agencies.

- (a) Vision 2030
- (b) Tourism/events promotion

- (c) Healthy Community projects
- (d) Newsletters and public outreach
- (e) Real estate acquisitions in multiple departments
- (f) Website revisions
- (g) Panhandle Parks Foundation (trails and committees plan)

Strategic Goal #2: Demonstrate capitalizing on new technology

Objective: Investments in technology for multiple departments noted efficiencies without designated new projects or budget reductions

- (a) Lower staff time Finance Department
- (b) Efficiency in HR with new database
- (c) Permit burden to add inspectors w/what analysis
- (d) Strategic Planning goals reports

Strategic Goal #3: Streamline and Create Consistency

Objective: Find cost savings, fair and consistent policy within each department by uniform procedures.

- (a) Contract management consistency with interest rates, managers, renewal procedures
- (b) Conflicting codes (parks/alcohol/open container/concessions, special use)
- (c) Consulting contract and project management parameters

Councilmember Evans:

Strategic Goal #1: Continue to Strengthen Relationships with Other Area Governing Bodies

Objective: Identify opportunities to collaborate and partner on projects that benefit multiple organizations (ex. Coeur d'Alene Tribe, NIC, Kootenai County, etc.)

Strategic Goal #2: Build and Staff Fire Station #4

Objective: By expanding our fire department in our growing community we will improve response times and increase public safety.

Strategic Goal #3: Create a Master Plan for East Sherman

Objective: Create a vision for our east gateway into the community.



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2015-2016 STRATEGIC PLANNING DEPARTMENTAL GOALS & OBJECTIVES

Building Department

Strategic Goal #1: Customer Service Improvement

Objective: Add a Permit Technician with the focus on addressing of new subdivisions, plats, and/or newly constructed buildings.

Strategic Goal #2: Customer Service Improvement

Objective: Continue with the “one stop shop” concept and add issuance of electrical permits, provide inspections and commercial plan review. The additional Permit Technician would assist in permit processing, issuance, and schedule inspections in addition to addressing. The funds generated from the electrical permits will offset the cost of an additional inspector and the permit technician.

Strategic Goal #3: Customer Service Improvement

Objective: Replace two inspector vehicles. This will assist with timely inspections without increasing repairs that cause delays in the service to our customers.

Engineering Department

Strategic Goal #1: Increase funding for Overlay to \$700,000

Finance Department

Strategic Goal #1: To increase the number of electronic payments in accounts payable to \$5 million in the next fiscal year.

Objective: This will lower staff time to process accounts payable and provide a rebate of \$70,000 to the City.

Strategic Goal #2: To audit the telecommunication charges the City is incurring in the next fiscal year.

Objective: To seek a telecommunication billings consultant with audit expertise, to save the City money and eliminating reoccurring charges for unused telephone lines.

Strategic Goal #3: To update the overhead cost allocation to the enterprise funds included in the interfund transfer analysis in the next fiscal year.

Objective: To hire a consultant to adequately allocate the cost of services provided by the general fund departments to the enterprise departments.

Fire Department

Strategic Goal #1: Pass General Obligation Bond

Objective: Market and pass General Obligation Bond in May of 2015. Start the purchasing and building process for items included in the bond.

Strategic Goal #2: Build Fire Station #4

Objective: Start construction on fire station #4 on City-owned property located in the vicinity of Atlas Road and Hanley Avenue.

Strategic Goal #3: Staffing for Fire Department

Objective: Start the hiring process for the additional nine firefighters needed for the opening of Fire Station #4. This process will be driven by the financial plan as we can hire all at once, or over the period of two budget cycles. We would also like to start the conversation regarding hiring an EMS Chief with the additional funds we receive from our contract with KCEMSS.

Human Resource Department

Strategic Goal #1: Replace the 1 visit Employee Assistant Program (EAP) with North Idaho Health Network with a more comprehensive 4 visit program with Reliant Behavioral Health (RBH).

Objective: Comprehensive program will provide face-to-face assessment and counseling, 24-hour crisis assistance, and online resources. Additional services include supervisor training, utilization data, dedicated account manager, DOT substance abuse evaluations, and critical incident debriefings.

Additionally, the EAP program is a helpful tool for supervisors to provide to employees at times when employees are dealing with personal problems that are affecting their work performance.

Approximate annual cost: \$7,100 (\$1.85 per benefited employee per month)

Strategic Goal #2: Eliminate current HR Database and implement/integrate a Personnel Action Form (PAF) process within the current Springbrook platform.

Objective: Current HR database is outdated and causes duplication in entering employee/payroll information from HR database into Springbrook. Implementing the PAF within Springbrook will reduce duplication and errors, increase efficiency and allow information to be contained in one updated database.

Strategic Goal #3: Update/Revise current Personnel Rules.

Objective: To clarify and update the current personnel rules to ensure rules are relevant, concise and understandable as well as fulfilling legal requirements.

Legal Department

Strategic Goal #1: Provide high quality, efficient, cost-effective legal services and criminal prosecution for the City of Coeur d'Alene.

Objective: Expand City Hall to allow both Civil and Criminal Divisions to be housed together. This will include budgeting possible building modifications, running cabling for computers, internet and printers; running electric access for computers, printers, lighting, HVAC, and cubicles.

Strategic Goal #2: Complete the acquisition of the BNSF right-of-way

Objective: Work with LCDC, DEQ and city departments to complete the acquisition. This will involve resolving title, environment, survey and related issues.

Strategic Goal #3: Provide single office space for city prosecutor with the North Idaho Violence Prevention Center – Family Justice Center

Objective: Provide the pro rata share of rental for the city prosecutor office including utilities, and internet access in the NIVPC – Family Justice Center. It is envisioned that the office would be a single room where prosecutors can meet with victims and other stakeholders within the larger environment of the Family Justice Center.

Library Department

Strategic Goal #1: Excellent Customer Services – to provide community members with increased access to library materials and services. To increase open hours.

Objective: Partner with a designated school library to offer public library service in an underserved area. Increase current library staff to provide for public library service after school hours and in the summer to prevent summer slide.

Strategic Goal #2: Highest quality products and services – to keep abreast of changing technology in the provision of materials, information and patron access.

Objective:

- Digitize all Coeur d'Alene Press microfilm and provide online access
- Provide printing for wireless devices
- Create a makerspace area for users of all ages
- Provide adequate charging stations for most electronic devices

- Provide patrons with the option of receiving text notifications

Strategic Goal #3: Highest quality products and services – to continue to establish, maintain, and grow a relevant collection of books and materials in a variety of formats.

Objective:

- Expand funding in order to add online access to e-magazines
- Explore options for streaming movies
- Expand online holdings of ebooks and audiobooks for all ages

Municipal Services Department

Strategic Goal #1: Focus on City-wide implementation of paperless filing program and electronic applications

Objective: Focus IT programming staff on implementing the pigeonhole paperless filing system after completing several pilot projects.

Objective: Work with departments to place all applications on-line for electronic submittal in order to reduce paperwork and filing cost, storage, and managing retention schedules.

Strategic Goal #2: Continue to review codes for public safety concerns and outdated processes.

Objective: To focus on the transportation company code to amend for best practices.

Objective: To reorganize and bring up to date the codes related to alcohol licensing.

Parks & Recreation Department

Strategic Goal #1: Person Field remodels, Field House Building for Recreation Activities and Park Satellite Shop, replacement of restroom building at 14th & Garden Avenue and construction of the Park Lot off of 13th Street.

Objective: The City acquired the west half of Person Field in 2013. The Field House that borders 13th Street has the potential for a small Recreation Center and satellite Park Shop. The north side of the building could be remodeled as a Recreation Center for daytime classes. The south side would be remodeled for a satellite Parks Shop. A new hearing system was installed this fiscal year. The restroom off of 14th Street is over 35 years old and needs to be replaced, or updated.

Strategic Goal #2: Construct Multipurpose Field at Cherry Hill for Softball and Baseball.

Objective: The two softball fields at McEuen Park were not replaced. This would fulfill one, to the seven values for any activities that were displaced.

Strategic Goal #3: Acquire Jim Kinney property on 15th Street at base on Canfield. The property is an excellent location for the expansion of our parks system. The proximity to Cherry Hill Park makes it cost effective for maintenance costs and that location already has facility storage.

Objective: Complete acquisition of Kinney property for future park development, while solving Stormwater issues on 15th Street & Hattie.

Strategic Goal #4: Add receptionist position to Parks & Recreation Department.

Objective: With the combination of the Parks and Recreation Department there is a high need for a front office receptionist. The position would be cross-trained in all Parks, Recreation, Cemetery, and Building Maintenance issues.

Planning Department

Strategic Goal #1: Ensure that the Planning Department is able to provide the best advice and excellent customer service to the city and its constituents as well as strong leadership for the three commissions it oversees (Planning Commission, Design Review Commission, and Arts Commission).

Objective #1: Provide resources to allow continual professional development of planning staff and the department head, and provide funding for staff to achieve and maintain American Institute of Certified Planners (AICP) certification during this budget cycle.

Objective #2: Evaluate the Planning Department's classification structure, including potential reorganization and/or title changes. With a new department head, a fully staffed department, taking over the Arts Commission and having more direct involvement with other departments' master planning efforts and coordinating with outside agencies on community projects, an evaluation of the department's classification structure and the roles/titles of staff is warranted and will help provide recommendations as to whether the department's current structure is effective or in need of adjustment. An evaluation of the planners and administrative staff may lead to title changes and/or reassigning responsibilities.

Strategic Goal #2: Establish clear and concise planning regulations, policies and plans that utilize up-to-date planning tools to incentivize sustainability, job creation and quality of life.

Objective: Review and update the comprehensive plan (building on the work of CDA 2030), update the comprehensive plan to include information on affordable housing, fair housing, and neighborhood planning, and complete a comprehensive review and revision of the city's zoning code and policies within the next 1-3 years.

Strategic Goal #3: Ensure adequate funding for professional services for planning-related efforts.

Objective: Annexation projects will require outside review from a professional surveyor to ensure the map and legal description are accurate, and to write an updated city limits description. Limited professional services may also be required to supplement the in-house talent for special planning projects such as East Sherman and/or the river corridor.

Police Department

Strategic Goal #1: Crime reduction

Objective: The Department will work with stakeholders in an effort to reduce crime by involving community groups, business leaders and other City departments in discussions about crime, adjusting patrol tactics to be more reactive to crime trends, and analyze crime data in an effort to reduce crime.

Strategic Goal #2: Development of Employees

Objective: The Police Department will institute regular in-service training and supervisory/leadership training in the interest of employee development and succession planning.

Strategic Goal #3: Awesome Customer Service

Objective: Police Department employees will act professionally and appropriately in all encounters. The Department will engage the public through an increased social medial presence and increased interaction with stakeholders through community meetings, block watch meetings, and attending other events.

Strategic Goal #4: Meet our Public Safety Obligations through the Hiring of Additional Police Officers

Objective: Fulfilling our public safety mission requires additional personnel. Analysis of the number of calls for service per officer as well as the crime rate indicates that our city should have 89 sworn personnel, and the City will begin work towards that goal by hiring additional police officers.

Street Department

Strategic Goal #1: Re-organization, and capture utility funded projects to offset cost for 4 FTE's.

Objective: The department is struggling to find unique part-time help to support us in concrete, stormwater and asphalt tasks, and with growth (citizens, roads and responsibilities) we have seen an increase in crosswalks, signals, striping and vehicle maintenance. We can manage our spikes in work load with part-time labor, but what we are struggling with is balancing resources for specific jobs, particularly in concrete. With trade jobs bouncing back from downturn, the market pool for these roles is shrinking. With the re-organization shift, a future retirement, along with capturing specific utility work, the proposed 4 FTE's (2 HEO's, 2 Street Maintenance) positions will be funding internally without extra general fund dollars.

Wastewater Department

Strategic Goal #1: Implement new NPDES discharge permit

Objective: Comply with all provisions of the permit by each listed milestone date.

Strategic Goal #2: Operate tertiary Phase I project for 1 year to collect performance data before designing Phase II.

Objective: Negotiate design contract and begin design of tertiary Phase II by January 2016

Strategic Goal #3: Plan for 2016 collection system rehabilitation and replacement projects of up to \$700,000.

Objective: Complete the projects on time and on budget.

Water Department

Strategic Goal #1: Acquire permanent operations site with room for future expansion.

Objective: Ease overcrowding at the Ramsey Road site.

Strategic Goal #2: Expand annual maintenance and replacement programs for all aspects of water infrastructure/operation.

Objective: Ensure that there will be no crises caused by lack of routine maintenance/replacement for any element of the water system.

Strategic Goal #3: Expand water storage capacity in the NE quadrant of the City.

Objective: Increase storage and provide better “buffering” for the NE Quadrant.

2014-2015 STRATEGIC PLANNING CITY WIDE GOALS & OBJECTIVES

Strategic Goal: Improve Customer Service for the Development Community (Building)

Objective: Verify council wishes to continue with a Permit Center with a “one stop shop” concept by relocating to a central area or have a representative at or readily available to a permit center county for our customers who may have questions for a specific project and/or assist the facilitation of smaller, less complex, projects through the approval process to reduce plan review timeframes.

Strategic Goal: Enhance Code Enforcement (Building)

Objective: Ensure the Code Enforcement team has adequate staffing to assist City Departments with compliance issues. Code enforcement will assist City departments with proper documentation of the conditions to assist our legal team with potential legal action. Our legal team should be energized to pursue compliance with City ordinance violations.

Strategic Goal: Complete Impact Fee Update (Engineering)

Strategic Goal: Public Safety (Finance)

Objective: Build and staff fire station #4, add additional police officers and necessary equipment.

Strategic Goal: East Sherman Avenue enhancements (Finance)

Objective: To promote business activity and seek community involvement.

Strategic Goal: Local option tax (Finance)

Objective: To create revenue from visitors that are not paying for public safety services.

Strategic Goal: Cohesive goals and objectives to support City ordinances on both City and private projects (Fire)

Objective: Establish expectations and guidelines for City team members to follow when working on building projects. We have had several occasions where Departments have not been in concert with the needs of each other’s policies and codes. This has caused embarrassment on jobs and confusion with contractors and staff.

Strategic Goal: Continue support for growing I.T. needs. (Fire)

Objective: The I.T. needs for the City are ever-expanding and we need to make sure our I.T. department is staffed sufficiently to meet these needs.

Strategic Goal: Master Plan the North campus. (Fire)

Objective: Continue discussion and move forward on master planning the North campus and make sure all the needs of the various departments are at least heard and addressed.

Strategic Goal: Refilling positions (Human Resources)

Objective: As positions open up due to resignations or retirements, evaluate department needs to determine whether the current organization of the department is efficient or adjustments/reorganizations are needed.

Strategic Goal: City-wide training (Human Resources)

Objective: Provide training topics for employees to further their knowledge on employee benefits, retirement options, personnel rules, etc. This will help create consistency among departments as well.

Strategic Goal: Create a searchable database for electronically stored files and allowing third party document retrieval capabilities. (Legal)

Objective: This can be written by City IT but it should be budgeted as a time intensive project. City departments need efficient searchable databases and when the courts become paperless in 2016 the legal department will be required to provide electronic discovery capabilities.

Strategic Goal: Complete initial planning of the Spokane River Corridor incorporating the newly acquired BNSF right-of-way. (Legal)

Objective: Work with neighborhoods, community groups, city departments, LCDC, DEQ and adjoining land owners to create development plan for the Spokane River Corridor. Establish priorities and negotiate land exchanges to facilitate completing development plan. Look at expanding LCDC's River District to allow funding for clean-up and development of public space in the corridor.

Strategic Goal: Support the Family Justice Center in Kootenai County (Legal)

Objective: Commit to be an active stakeholder in the Family Justice Center operated by the North Idaho Violence Prevention Center. The synergy of bringing medical, legal, law enforcement and service professionals to work from

one location will immediately and dramatically improve the coordination and expertise within our community for the benefit of domestic violence and sexual assault victims and children.

Strategic Goal: To inform city staff and policy makers about the library's resources (Library)

Objective:

- Offer training and information regarding online resources such as the newspaper database which offers full text/searchable articles from all Idaho newspapers
- Demonstrate other online databases – automotive repair, genealogy, local business information
- Provide training on downloading ebooks, e-audiobooks, and music

Strategic Goal: Involve the library in city-wide activities taking place in McEuen Park and other city sites. (Library)

Objective: Promote the library as a successful city department. Continue working together to exemplify best use of tax dollars.

Strategic Goal: Continue to increase positive visibility in community by publicizing more staff achievements. (Municipal Services)

Objective: Set standard of so many per month, etc.

Strategic Goal: To support the Police Department in strengthening Code Enforcement programs and procedures.

Objective: To outline codes that need enforcement through a Code Enforcement Officer.

Objective: To provide Code Enforcement the ability to write enforceable citations.

Strategic Goal: Bicycle Boulevard on Young Avenue (Parks & Recreation)

Objective: A Bicycle Boulevard on Young Avenue would connect the Centennial Trail on 8th and Young Avenue where it connects with McEuen Park. It would continue down Young to 23rd Street and then re-connect with Mullan.

Strategic Goal: Master Plan for the BNSF property from Huetter to Riverstone, to include Johnson Mill River Park. (Parks & Recreation)

Objective: Expansion of Johnson Mill River Park and to have advanced planning once property is acquired. The stone retaining wall at Mill River needs repairs.

Strategic Goal: Improvements to northeast entrance at City Hall. (Parks & Recreation)

Objective: The sidewalk and landscaping needs to be replaced; safety and visual improvements are needed at this entrance.

Strategic Goal: Work with CDA 2030 and other community partners to implement the CDA 2030 Vision and Implementation Plan. (Planning)

Objective: Provide resources, including staff support, representation on the Board of Directors and funding to CDA 2030, to ensure continued implementation of the CDA 2030 Implementation Plan.

Strategic Goal: Support master planning efforts for key areas of the city to facilitate economic development, evaluate opportunities for open space and recreation, and promote community involvement. (Planning)

Objective #1: East Sherman master planning. Facilitate community involvement efforts to meet with property owners, businesses and surrounding neighborhoods to identify their vision for the corridor and economic development opportunities. Look at incentive programs from other cities and potential code changes for that area.

Objective #2: River corridor master planning to evaluate and identify opportunities for open space and recreation along the river and former BNSF railroad right-of-way.

Strategic Goal: Create a healthy community. (Planning)

Objective: Build and support infrastructure that promotes walking/cycling and human interactions, continue participation in the Let's Move! Campaign, and encourage development projects to include connectivity and healthy living components such as trails, community gardens, parks, and open spaces through city policies and potential city code changes.

Strategic Goal: Enhancement of existing neighborhoods. (Planning)

Objective: Support the formation of identifiable neighborhood districts through the use of existing neighborhood watch groups. This would allow the city to build a database of emails and contact persons to push information out to and specifically designate areas that have projects affecting their neighborhoods.

Strategic Goal: Promote quality of life through safe city, schools, and public places. (Police)

Objective: The City will focus on the safety of our residents and visitors.

Strategic Goal: Encourage employee development (Police)

Objective: Develop a workplace that encourages employees, rewards their development and takes pride in our innovation.

Strategic Goal: Long-term financial stability (Police)

Objective: Ensure a solid financial plan through appropriate spending and saving practices.

Strategic Goal: “Point of Service” – explore the concept of using a one-stop shop for parts and supplies. (Streets)

Objective: A parts warehouse business would set up a parts outlet here at the department to service the city needs in a timely manner. Their responsibilities would include finding parts, running parts and stocking parts. This would free up time for others to spend more time working on vehicles. The city would not have to spend dollars on assets until needed.

Strategic Goal: Encourage continued growth – both residential and commercial (Wastewater)

Objective: Interagency cooperation to encourage more employers to the region.

Strategic Goal: Explore the feasibility of developing mutual aid agreements for water, wastewater, and streets. (Wastewater)

Objective: Better regional emergency response.

Strategic Goal: Communicate, communicate, communicate! (Wastewater)

Strategic Goal: Work towards better inter-departmental cooperation (Water)

Objective: Coordinate projects so that the needs of all City departments are met.

Strategic Goal: Enhance inter-departmental communications (Water)

Objective: Allow us to help each other avoid pitfalls.

Strategic Goal: Improve governmental transparency (Water)

Objective: Engage our customers, the citizens, so they better know what their government is doing with their tax and rate dollars.

STAFF REPORT

DATE: May 5, 2015
TO: City Council
FROM: Steve Anthony, Parks and Recreation Director
SUBJECT: Native American Art East Bank of Spokane River

Decision Point:

The Coeur d'Alene Arts commission requests the City Council enter into an agreement with Cheryl Metcalf and to accept the proposal for the sculpture named "Chief Morris Antelope" in the amount \$45,000.00.

History:

The Arts Commission has identified the east side of the Spokane River along the Centennial Trail for the placement of public art. A selection committee reviewed over 30 initial proposals and narrowed them down to 5 artists who prepared maquettes for the committee. The maquettes were put on display at the Coeur d'Alene Library, The North Idaho College Library, and the Tribal Wellness Center in Plummer and comments were solicited. The "Chief Morris Antelope" piece received the most positive comments. After further discussion, the committee selected the "Chief Morris Antelope" art piece by artist Cheryl Metcalf.

Financial Analysis: The Arts Commission has budgeted for the placement of art along the Spokane River. This particular location has a budget of \$45,000.00. The proposed contract amount of \$45,000.00 for the project is funded out of the City's LCDC Public Art Fund. The funds are dedicated funds and can only be used for Public Art in the LCDC Lake District.

Performance Analysis:

Once the contract is awarded, construction of the art piece will begin in May with a target installation date of early September. The community has asked the Arts Commission for a piece that reflects the area's history. The "Chief Morris Antelope" art piece meets that criterion.

Decision Point:

That the City Council authorize that a contract be awarded to Cheryl Metcalf for the "Chief Morris Antelope" art piece in the amount of \$45,000.00.

**SPOKANE RIVER DIKE ROAD
PUBLIC ART PROJECT**

COEUR D'ALENE ARTS COMMISSION







RESOLUTION NO. 15-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PERSONAL SERVICES AGREEMENT WITH CHERYL METCALF FOR CREATION AND INSTALLATION OF PUBLIC ART – CHIEF MORRIS ANTELOPE.

WHEREAS, the Coeur d'Alene Arts Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Personal Services Agreement with Cheryl Metcalf, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Personal Services Agreement with Cheryl Metcalf, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 12th day of May, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.

PERSONAL SERVICES AGREEMENT

Between

CHERYL METCALF

And

THE CITY OF COEUR D'ALENE

For

CREATION AND INSTALLATION OF PUBLIC ART

Chief Morris Antelope

THIS CONTRACT, made and entered into this 12th day of May, 2015, between artist **CHERYL METCALF** at 660 S. River Heights Drive, Post Falls, Idaho 83854 and the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," and, hereinafter collectively referred to as the "Artist,"

WITNESSETH:

Section 1. Employment of the Artist. The City hereby agrees to engage the Artist to perform the services for design, construction, placement, installation and installation supervision of the exterior public art on the Spokane River Dike located in the Fort Grounds area, as hereinafter set forth in Artist's Proposal attached hereto and incorporated herein as **Exhibit "A."**

Section 2. Personnel.

A. The Artist represents that Artist will perform the services under this contract and shall not be an employee of the City.

B. All of the services required hereunder will be performed by the Artist.

Section 3. Time of Performance. The services of the Artist shall commence upon execution of this contract by the Mayor and shall be completed within 4 months of this contract being executed and initial payment received by Artist. A specific date of installation shall be coordinated by the Artist with the City's Planning Director.

Section 4. Compensation.

A. Subject to the provisions of this agreement, the City shall pay the Artist a total of \$45,000.00 (\$45,000.00) for services, payable, upon receipt of Artist invoice, as follows:

1. \$15,000.00 at the start of the project
2. \$20,000.00 at mid-construction
3. \$10,000.00 thirty (30) days after installation of the art object

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

Section 5. Assignability. The Artist shall not delegate duties or otherwise subcontract work or services under this contract, except for installation and landscaping as described in the Artist's Proposal. The Artist may use other individuals working under her supervision to assist her in the construction and the installation of the public art object.

Section 6. Interest of the Artist. The Artist covenants that she presently has no 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 this contract.

Section 7. Relationship of the Parties. The Artist shall perform her obligations hereunder as an independent contractor of the City. The City may administer this contract and monitor the Artist's compliance with this agreement but shall not supervise or otherwise direct the Artist except to provide recommendations and to provide approvals pursuant to this agreement.

Section 8. Hold Harmless. Artist shall furnish and install barriers to prevent accidents while installing the public art object on the site and shall indemnify, defend and hold the city harmless from all claims for injury to person or property resulting from the Artist's actions or omissions in performance of this agreement.

Section 9. Warranties.

- A. The Artist shall not be responsible for the maintenance of the public art object or for any damages resulting from the City's failure to maintain the public art object nor from any causes beyond the control of the Artist.
- B. The Artist shall obtain from the supplier and provide to the City a warranty on materials associated with the public art.

Section 10. Ownership. The City shall maintain ownership and all rights to the public art object once it is completed and installed. However, the City agrees it will include the name of the artists and the name of the public art object in any publication, depiction or rendering of the public art object that the City allows.

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

CITY OF COEUR D'ALENE

ARTIST

Steve Widmyer, Mayor

Cheryl Metcalf, Sculptor

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 12th day of May, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

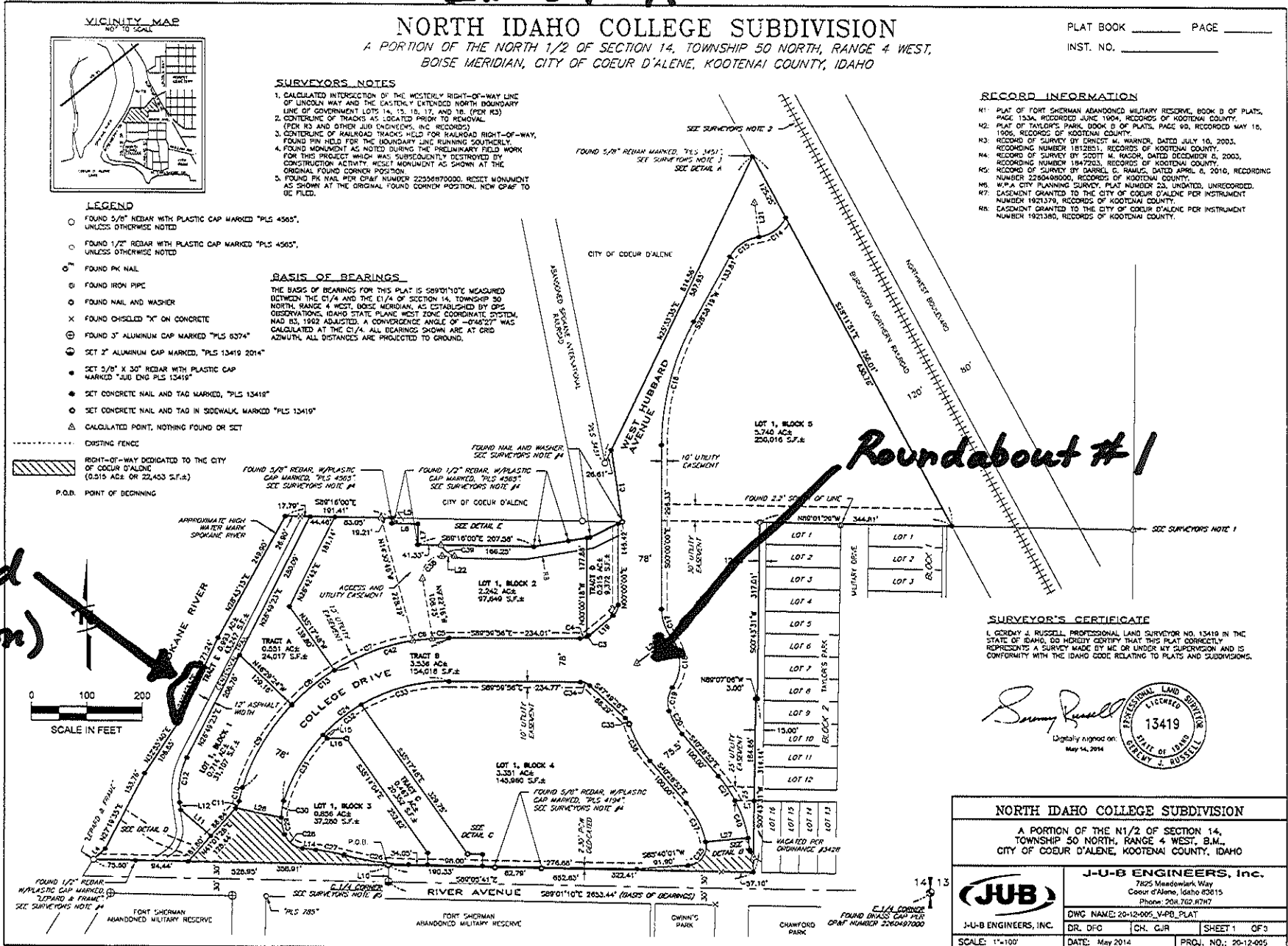
STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of May, 2015, before me, a Notary Public personally appeared **Cheryl Metcalf**, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

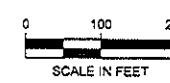
Notary Public for _____
Residing at _____
My Commission expires: _____

Memorandum of Understanding North Idaho College / City of Coeur d'Alene Exhibit "A"



Bulkhead (Approximation)

Roundabout #1



J-U-B ENGINEERS, INC.
7125 Meadowlark Way
Coeur d'Alene, Idaho 83015
Phone: 208.762.8747

DWG NAME: 20-12-005_V-PB_PLAT
DR. DFC CH. GJR SHEET 1 OF 3
DATE: May 2014 PROJ. NO.: 20-12-005

STAFF REPORT

To: City Council

From: Steve Anthony, Parks and Recreation Director

Subject: Memorandum of Understanding with North Idaho College

Date: May 5, 2015

Decision Point:

Staff recommends that the City Council enter into a Memorandum of Understanding with North Idaho College to construct public art along the east bank of the Spokane River in the Educational Corridor.

History:

The City of Coeur d'Alene through the Arts Commission, North Idaho College, and the Coeur d'Alene Tribe have collaborated on a piece of public art with a Native American theme. A location has been identified along the Spokane River that has historical ties to the Tribe. Staff and City Council discussed the project with members of the Coeur d'Alene Tribe at a workshop in September, 2014. Staff also made a presentation to the North Idaho College Trustees in November, 2014. The City Council and College Trustees have endorsed the project.

Financial Analysis:

There is no exchange of funds for the Memorandum of Understanding. The City's Arts Commission has budgeted the funds for construction of art and will maintain the piece once constructed.

Performance Analysis:

The Native American Art piece will reflect the history of the area and recognize the tribe. The Fort Grounds area is sacred land to the Tribe.

Recommendation: That the City Council enter into a Memorandum of Understanding with North Idaho College to construct and display public art along the east bank of the Spokane River in the Educational Corridor.

RESOLUTION NO. 15-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH NORTH IDAHO COLLEGE FOR THE PLACEMENT OF PUBLIC ART.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to execute a Memorandum of Understanding with North Idaho College for the Placement of Public Art, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City execute a Memorandum of Understanding in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

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

DATED this 12th day of May, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NORTH IDAHO COLLEGE
AND
CITY OF COEUR D'ALENE**

This AGREEMENT, entered into this 12th day of May, 2015, between **North Idaho College**, a duly formed and existing community college of the State of Idaho, with its principal place of business at 1000 W. Garden Avenue, Coeur d'Alene, ID 83816 (hereafter called the "College") and the **City of Coeur d'Alene**, a municipal corporation with its principal place of business at 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814 (hereafter called the "City").

WHEREAS the City has certain art that it desires to display to the public in the area commonly known as the Education Corridor;

WHEREAS the College owns certain land within the preferred area and desires to support the efforts of the City in making the art available to the public;

WHEREAS the College and the City desire to work together to ensure that the art is put on display for the public to enjoy subject to the terms and conditions more fully described below.

NOW, THEREFORE, based on the mutual promises set forth herein, the parties agree as follows:

1. The College grants the City a license to locate and affix certain art upon real property owned by the College within the area commonly referred to as the Education Corridor and which is more particularly described as follows:

- a. A portion of Tract E of the North Idaho College Subdivision recorded in Book K of Plats, Page 462, Records of Kootenai County, Idaho, as depicted on the attached Exhibit "A," said area referred to herein as the "Bulkhead"; and
- b. A portion of the roundabout located at the intersection of Hubbard Avenue and College Drive, as depicted on the attached Exhibit "A," said area referred to herein as the "Roundabout #1."

The foregoing are cumulatively referred to herein as the "Property".

2. Subject to approval by the College as to the design, type, nature, size and number, the College grants the City a license to locate and affix an informational kiosk, signage and/or benches in the area reasonably adjacent to the art located within the Bulkhead.

3. The College grants the City a license to access the Property as is reasonably necessary for the purpose of initial installation of the art (and the informational kiosk in the case of the Bulkhead), and further improvements, operation and maintenance of the same. Should utilities be desired by the City for the purposes of displaying the art, the City must obtain prior written approval from the College regarding their location and suitability. The College reserves the right to deny the City's request for installation and/or use of utilities on the Property.

4. The City will keep the Property free and clear of all buildings, structures, debris and other obstructions.

5. The City will be responsible for any costs and maintenance associated with the installation, maintenance, repair and improvements of and to the art, informational kiosk, signage, benches and, or any fixtures attached or related thereto. The College shall have no responsibility to ensure the safety, maintenance or well-being of the art, informational kiosk(s) and, or any fixtures or improvements related thereto. The art and informational kiosk shall remain the property of the City; all other fixtures and, or improvements permanently attached to the Property shall remain the property of the College.

6. City shall be responsible for any damage or injury caused by or related to the art, the informational kiosk, signage, benches and, or, any fixtures or improvements related thereto, save any damage or injury caused directly by the College, its agents or representatives.

7. Without limiting the foregoing, each party, to the extent allowed by law, shall indemnify and hold the other harmless from any damages resulting from its own negligent acts or omissions. Should any injury or damage result of both parties, each party shall be liable to the extent, and in proportion to its own negligence.

8. Either party may terminate this agreement at any time by giving the other party written notice of termination one hundred and eighty (180) days before the effective date of said termination. The party desiring to terminate will meet and confer with the other 30 days before sending the notice of termination to try to resolve any misunderstandings that may exist; however, failing to reach an agreement following the meet and confer does not prevent the termination of the agreement. Nothing in this paragraph prevents the parties from mutually agreeing to a different timeframe. Unless otherwise agreed, the art and informational kiosk, signage and benches shall be removed from the Property by no later than the effective date of termination.

9. This agreement shall be reviewed every five years and may be amended in writing at any time by mutual agreement of the parties. This Agreement shall be effective upon date of the final signature below and continue until terminated by either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year above set forth.

NORTH IDAHO COLLEGE

By: _____

Date: _____

CITY OF COEUR D'ALENE

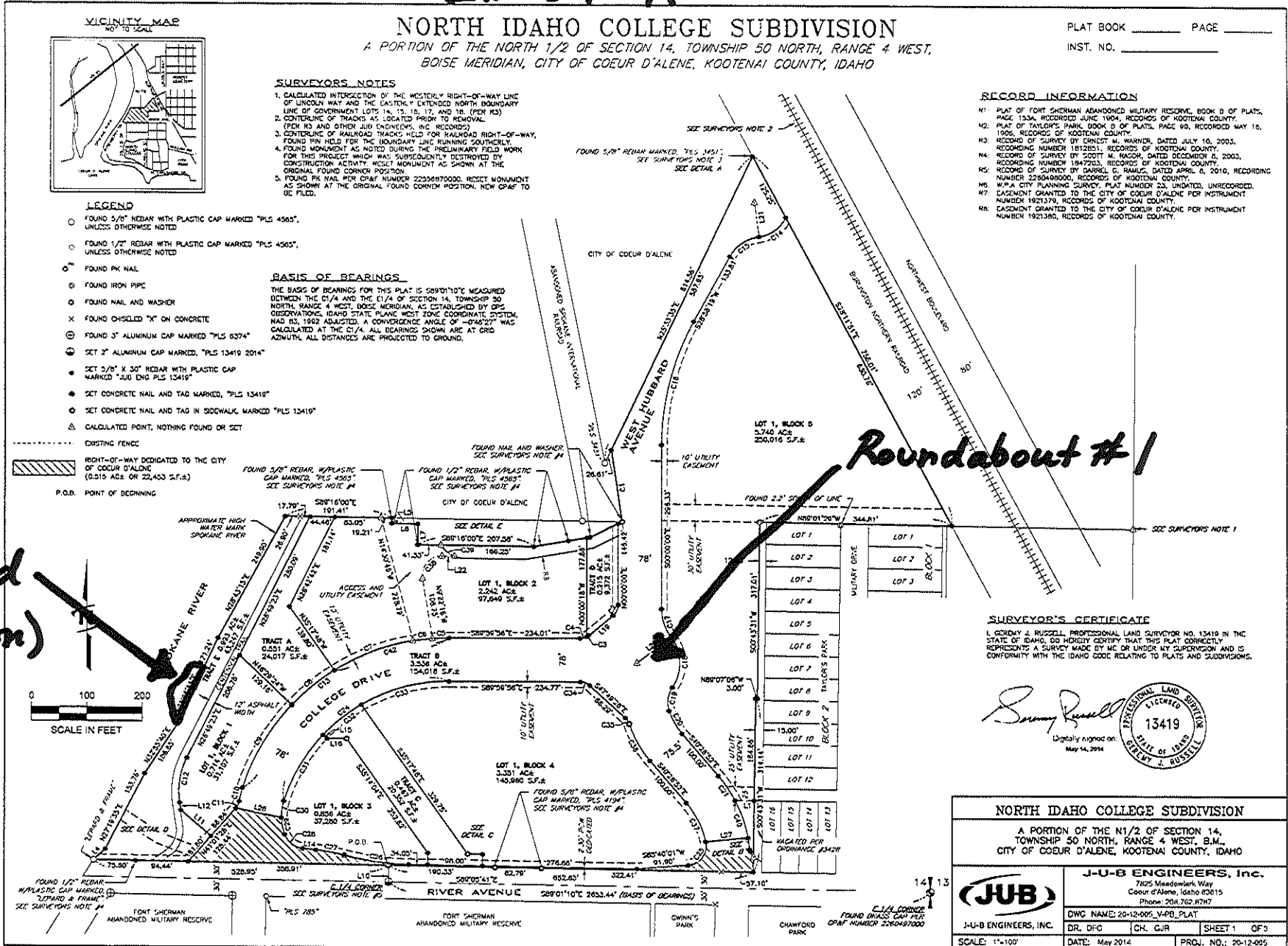
By: _____
Steve Widmyer, Mayor

Date: _____

ATTEST

Renata McLeod, City Clerk

Memorandum of Understanding North Idaho College / City of Coeur d'Alene Exhibit "A"



PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: May 5, 2015
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Award of Contract for Levee Irrigation

DECISION POINT

Staff is requesting that Council award a contract for installation of irrigation on the Levee to Dew Drop irrigation

HISTORY

One of the requirements for re-certification is to establish a grass covering on the outside of the levee. In order to do that, it is necessary to install an irrigation system. The existing system is not adequate. Staff requested quotes from three companies and only one returned a quote; Dew Drop Landscaping, for \$72,624. The estimate from the landscape architect was \$80,000 - \$90,000.

FINANCIAL ANALYSIS

This project was included in the current fiscal year's budget as Levee Maintenance.

PERFORMANCE ANALYSIS

Installation of an upgraded irrigation system is necessary to sustain grass covering on the face of the Levee. The grass covering is required for re-certification.

RECOMMENDATION

Staff recommends that Council approve the contract to Dew Drop Landscaping for installation of the Levee irrigation and direct its execution.

RESOLUTION NO. 15-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LETTER OF AGREEMENT WITH DEW DROP SPRINKLERS AND LANDSCAPING FOR INSTALLATION OF IRRIGATION ON THE WATER SIDE OF ROSENBERRY DRIVE.

WHEREAS, the City Engineer has recommended that the City of Coeur d'Alene enter into a Letter of Agreement with Dew Drop Sprinklers and Landscaping for the Installation of Irrigation on the Water Side of Rosenberry Drive, pursuant to terms and conditions set forth in a Letter of Agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Letter of Agreement with Dew Drop Sprinklers and Landscaping, 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 agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 12th day of May, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CONTRACT
for
Levee (Outboard) Irrigation Project

THIS CONTRACT, made and entered into this 12th day of May, 2015, 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 **Dew Drop Sprinkler and Landscaping**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 11827 East Trent Spokane, Washington, hereinafter referred to as “**CONTRACTOR**”,

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **Installation of and Materials for an Irrigation System on the Water Side Slopes of Rosenberry Drive**, according to plans and specifications on file in the office of the City Engineer of said **CITY**, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d’Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications. All material shall be of the high standard required by the said plans and specifications and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, a lump sum amount not to exceed **Seventy two thousand six hundred twenty four and no/100 Dollars (\$72,624.00)**.

Partial payment shall be made on the fourth Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be 45 calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated

amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

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

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Request for Quotes
- B) Quote Proposal
- C) Quote Forms as Required
- D) Contract
- E) Notice of Award
- F) Notice to Proceed
- G) Change Order
- H) Plans

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

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

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

**CONTRACTOR:
DEW DROP SPRINKLER AND
LANDSCAPING**

Steve Widmyer, Mayor

By: _____

Its: _____

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.