

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

AGENDA

VISION STATEMENT

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when Item E - Public Comments is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

6:00 P.M.

JANUARY 6, 2026

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: James Collard with Pathway Church

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.

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.)

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

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

1. Approval of Council Minutes for December 16, 2025.
2. Setting of General Services/Public Works Committee January 12, 2026
3. Approval of Bills as Submitted.
4. Approve the Cemetery Lot Repurchase from Sylvia O'Neill, Section RIV, Block T, Lot 170, Forest Cemetery Annex in the amount of \$1,250.00.

5. Resolution No. 26-001 –

- a. Annexation Agreement with Eugene Haag Jr. Trust, for 3.19 acres located at 2248 E. Stanley Hill Road, with an R-3 zoning.

Pursuant to Council Action on December 2, 2025

- b. Pursuant to the Records Retention Schedule approved by Res. 23-055 Approval of the destruction within the Fire, Legal, Library, Municipal Services, and Parks Departments.

As Recommended by the City Clerk

- c. Approval of New Position Classification “Lead Custodian” pursuant to Personnel Rule 4.

As Recommended by the Human Resources Director

- d. Approval of S-5-14 - The Trails 7th Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security

As Recommended by the City Engineer

G. ANNOUNCEMENTS

- 1. City Council**
- 2. Mayor**

H. OTHER BUSINESS:

- 1. Resolution No. 26-002** - Approval of a 5-year Lease Agreement with The Buoy LLC for concession services at the Harbor House.

Staff Report by: Bill Greenwood, Parks and Recreation Director

- 2. Resolution No. 26-003** - Approval of a Professional Services Agreement with HMH Engineering for the development of a bid package for construction of pedestrian ramps to meet ADA compliance in recent overlay projects, in the amount of \$38,020.00.

Staff Report by: Todd Feusier, Streets and Engineering Director

I. PRESENTATIONS

- 1. Oath of Office – Council
- 2. Oath of Office – Mayor

J. RECESS:

K. CALL TO ORDER/ROLL CALL –

L. ELECTION OF COUNCIL PRESIDENT

M. ANNOUNCEMENTS

1. Mayor
 - a. Police Chief White Presentation
 - b. Other Committee Appointments – Council Members

N. NEW BUSINESS:

1. **Resolution No. 26-004** - Approval of a reorganization of Fire Department staffing and Amendment No. 1 to the Fire Union Agreement.

Staff Report by: Fire Chief Tom Greif

RECESS to January 8, 2026, 9:00 A.M. at City Hall Conference Room #6, 710 E Mullan Ave., for a workshop regarding Council Seat #3 applicant interviews.

Coeur d'Alene

CITY COUNCIL MEETING

January 6, 2026

MEMBERS OF THE CITY COUNCIL:

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

CONSENT CALENDAR

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

December 16, 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 December 16, 2025, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

Dan English) Members of Council Absent
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CALL TO ORDER: Mayor McEvers called the meeting to order.

INVOCATION: David Gortner with St. Luke's Episcopal Church provided the invocation.

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

FALL/WINTER STREETS AND ENGINEERING DEPARTMENT UPDATE: Streets and Engineering Director Todd Feusier provided an update regarding this year's snow plan and summary of the leaf pick up conducted this year. He explained the classification of streets and how they are assigned priorities. He noted that the "name the storm" contest from last year contained enough names to carry over through this year, which are based on Shakespeare literary character names. He provided reminders to citizens regarding the online snow issues form and the city code regarding their responsibility for abutting sidewalks and to not depositing snow into the street. He noted that the leaf pick up program was successful due to the equipment, staff, and assistance from other departments. The department hauled 1,104 loads which netted 149 ground loads to the airport. Councilmember Wood complimented the crew and asked if there was GPS on the vehicles so that the citizens can see when they are coming to their neighborhood. Mr. Feusier stated that he is looking at GPS software options, and sometimes scheduled routes must be changed due to garbage days. Mayor McEvers asked for an update on the old Museum building with Mr. Feusier noting that today was the second day of the demolition project and it should be completed by the end of the week.

PUBLIC COMMENTS:

Mike Sims, Coeur d'Alene, provided the Council with documents and noted his petition regarding lowering the speed limit between Atlas and Hanley Avenues. He noted that the documents provided to the Council include research and seven signed statements representing the subdivision. He expressed concern regarding the disbursement of emissions of vehicles and believes lowering the speed limit to 25 MPH will assist in mitigating those emissions and doesn't believe that it will take drivers more than one minute extra to travel that road.

Carol Root, Coeur d'Alene, noted that she lives in Indian Meadows and attended a Planning Commission meeting held on December 9. She noted that 13 people spoke and three people were interrupted by Commissioners and believes they should have held their questions to the end of their three-minute time period. Commissioner Coppess and Jamtaas were actively listening, conducted themselves respectfully, and had good follow up questions. She will e-mail the Council a summary of talking points. She expressed appreciation that the developers have purchased a parcel at the end of Industrial Way and will develop access from that parcel to Coeur Terre. She still has concerns regarding Atlas Road, as the assumption was based on it being a three-lane road, which is not scheduled for construction until 2031. She expressed concern that the widening will not be done timely. She asked Council to address the issues during the planning stages.

Pam Holcomb, Coeur d'Alene, noted that at the Planning and Zoning meeting on December 9 they discussed two Comprehensive Plan goals regarding Coeur Terre; one goal being citizens should be informed and engaged, and the other maintaining the City's small-town feel. He felt that the citizens don't feel like they are being listened to as they are allotted a 3-minute time limit and there have been no town hall meetings and they can't talk to Council outside of the public meetings. She expressed concerns about how to be heard or engaged. She thanked the Council for listening.

Tom Berube, Coeur d'Alene, noted that he also attended the Planning and Zoning meeting on December 9, and felt they were not heard due to comprehensive plan and the agenda. He expressed concern that the Commission is on the side of the developer and kept saying they are just volunteers. He was concerned that one of the Commissioners noted they would be living within Coeur Terre.

Susan Knutson, Coeur d'Alene, noted that public hearings are tense and thanked the Council for being respectful, and felt it was an unfortunate Planning Commission meeting last week, as she felt they were greeted with disrespect. Council directed staff to meet with the neighborhood and Coeur Terre and they believe the process is flawed process as this was the first time Council has met since that meeting. She noted that the City would not consider opening up Industrial loop, and the future Fire Station location was based on current population not future. She noted that the traffic impact analysis was not included in the packet and residents have not had many opportunities in the PUD process. She felt there was no consideration of their input and staff has circumvented Council's direction. She requested Council consider Industrial Loop and change the PUD process.

Allyson Crose, Coeur d'Alene, expressed disappointment of treatment of residence at the December 9 Planning and Zoning Commission meeting. The Commission stated that Phase 1 does

not affect the neighborhood, and they should not speak about their traffic concerns; however, the street layouts will affect the future phases which will affect the neighborhood. The disrespect of the neighbors was discouraging. One meeting with the developers occurred just last week. She would like the code changed so that the impacted neighborhoods could be involved in PUD planning before approval.

ANNOUNCEMENTS:

Councilmember Evan congratulated Tony Berns on his retirement and thanked him for his years of service as Ignite CDA Executive Director. She reminded citizens that they can volunteer for city committees, information can be found at www.cdaid.org/263/departments/municipal/volunteer-opportunities. She apologized for missing the last City Council meeting; however, she had the opportunity to watch the #4 ranked women's soccer team play in the National Championship, which her daughter plays on. She congratulated the College of Idaho soccer and football teams.

Councilmember Miller noted that the Gem State Housing Alliance is looking at the attainable housing issues and just rolled out a plan for the next year. Senator Crapo's housing survey results were just released, and they will be bringing forward policy changes. She feels good that the Housing Solutions Partnership has been echoing the data and putting forth solid solutions. Upcoming legislation looks optimistic.

Councilmember Gabriel noted that Santa is coming on the big red fire truck starting tomorrow. He noted that the community can watch the "Santa Tracker" at the city's webpage so they know when to come out with their food donation and the kids can see Santa (<https://www.cdaid.org/files/fire/santa.html>). Additionally, City staff collected 1,100 pounds of food recently and expressed appreciation in helping the community and wished everyone a Merry Christmas.

Councilmember Wood attended a Citylink meeting recently and thought they would be working on a solution and discovered the County Commissioner's haven't decided amongst themselves as to what they want to do. She noted that there was an opinion piece in the Press stating the city leaders left the meeting before public comments and she clarified that they were not aware of the public comment period and did not mean to slight anyone. City Administrator Troy Tymesen noted that the City is looking to get information back from the Commissioners. Councilmember Wood noted that Special Needs Recreation presented to the Parks and Recreation Commission their intent to begin a capital campaign.

Councilmember Gookin noted that he met with Legislators earlier this month and talked about property tax relief. He felt they were positive about the resort city tax and very understanding of city's needs. He asked Police Chief White to address the City's preparation for this evening's wind storm. Chief White noted that they are prepared for the storm and have the emergency operations center set up for unified command and will work with the Streets and Parks to get through the event. Councilmember Gookin noted that he received a written public comment from Indian meadow resident named Carl Krugar, and he read it into the records. Mr. Krugar noted he moved here 40 years ago and that he grows a large garden, loves to walk and was almost hit on Northwest

Boulevard. As an Indian Meadows homeowner, he has been talking to the neighbors about the traffic concerns and express a desire for the Council to use Industrial Loop as a connector and asked that development of Coeur Terre to start on the north end.

CONSENT CALENDAR:

1. Approval of Council Minutes for the December 2, 2025 Council Meeting.
2. Setting of the December 22, 2025 General Services/Public Works Committee Meeting.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Approval of the Annual Road and Street Financial Report for the Fiscal Year Ending September 30, 2025.

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

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

RESOLUTION NO. 25-071

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN UPGRADE TO THE CITY'S ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SUITE TO INCLUDE THE PURCHASING MODULE; APPROVING ADDITIONAL BUDGET AUTHORITY FOR THE PURCHASE OUTSIDE THE CURRENT BUDGET; AND APPROVING A TOTAL EXPENDITURE OF \$66,049.85 FOR THE CIRRUS SOFTWARE (FORMALLY SPRINGBROOK).

STAFF REPORT: Finance Director Katie Ebner explained that the City has used Springbrook Software since 2006, now called Cirrus. She noted key operational areas currently managed in Springbrook, with highlights including general ledger; accounts payable and receivable; payroll, fixed assets, and utility billing. She noted that the City procurements have grown increasingly complex across departments. The Finance Department has been evaluating options to strengthen and streamline purchasing oversight. The City does not have a purchase order system, which is a basic internal control for any financial system, which lead to the ERP Suite offered through Cirrus. Most ERP Software with the capabilities the City needs have moved to a cloud-based model, so this business practice is seen industry-wide. In a review of ERP systems that can support the City's volume and complexity, Cirrus has the most modern features observed. In addition, migration to a new system can be costly and disrupt services. She is requesting budget authority in the amount of \$66,049.85, which includes the software upgrade and training. Upgrading to Cirrus would strengthen budgeting and fiscal management processes across all City departments. Additionally, Cirrus's purchase order module integrates directly with the general ledger, budget monitoring tools, and vendor management. Implementing a consistent purchase order process would align with the City's purchasing policies and replace the City's outdated Price Reasonableness form currently used for large purchases. In addition, implementing purchase orders would reduce risk of duplicate payments, as well as aid in departmental budget management.

DISCUSSION: Councilmember Gookin noted that he has received feedback that Springbrook is older and needs to be updated and that this item wasn't budgeted. Ms. Ebner noted that the current

version is no longer supported and this new platform is going to be more efficient, it is time to make the change and is competitively priced. Councilmember Wood stated that it will improve the budget process and asked how soon it could get implemented. Ms. Ebner noted that they could sign an agreement by the end of the month; however, migration will take a few months and hopes to have it up and running by March.

MOTION: Motion by Gabriel, seconded by Gookin to approve **Resolution No. 25-071**, approving additional budget authority in the amount of \$66,049.85 for the purchase of a software upgrade to the Enterprise Resource Planning Software Suite.

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

RESOLUTION NO. 25-072

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE HISTORIC PRESERVATION COMMISSION TO APPLY FOR AND, IF AWARDED, ACCEPT AN AMERICA250 IN IDAHO GRANT IN THE AMOUNT OF \$2,500.00 FOR THE HISTORIC PRESERVATION COMMISSION AMERICA250 IN IDAHO CELEBRATION AT THE KOOTENAI COUNTY COURTHOUSE ON JULY 3, 2026, IN CONJUNCTION WITH THE COUNTY'S HISTORIC PRESERVATION COMMISSION.

STAFF REPORT: Community Planning Director Hilary Patterson noted that America will be celebrating 250 years on July 4, 2026. The America250 in Idaho Celebration Fund provides seed funding to help local jurisdictions create celebrations commemorating the ideals of the American Revolution - equality, liberty, and justice – and to participate in a once-in-a-generation opportunity to honor the American spirit. The Kootenai County Courthouse will turn 100 in 2026, and Idaho became a state on July 3, 1890. The County's Historic Preservation Commission has asked the City of Coeur d'Alene's Historic Preservation Commission to partner in an America250 Celebration on July 3, 2026 outside the Courthouse to celebrate America's 250th birthday and the 100-year history of the Kootenai County Courthouse. For united applications, each city or county participating will be eligible to receive up to \$2,500 in seed funding, the City and County Historic Preservation Commissions would like to jointly submit for funding toward the celebration. As part of the celebration, the County plans to bury a new time capsule for the next 100 years, use ground penetrating radar to try to locate the existing time capsule buried on the grounds of the Courthouse by the Masons when the Courthouse was built in 1926, have Idaho Supreme Court Justice Cynthia Meyer speak, and have historic photos printed and framed as an exhibit to hang in the new Justice Building. Funds requested by the City will be used in support of the celebration and may include a stone marker for the new time capsule, closing off the roadways for the event potentially including traffic control expenses, audio/visual support such as a video of the event, advertising and/or commemorative giveaways. Grant applications are due by December 31, 2025. Grant funds will be paid in disbursements as an advance once a grant agreement is fully signed and executed.

MOTION: Motion by Miller, seconded by Evans to adopt **Resolution No. 25-072**, to authorize the application for and, if awarded, acceptance of an America250 in Idaho Grant in the amount of

\$2,500.00 for the Historic Preservation Commission's America250 in Idaho celebration at the Kootenai County Courthouse on July 3, 2026.

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

COUNCIL BILL NO. 25-1021

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF COEUR D'ALENE MUNICIPAL CODE § 15.05.010(B); PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

STAFF REPORT: Deputy Fire Marshal Craig Etherton noted that in 2024, Council repealed that section of the Municipal Code which required firefighter equipment rooms in high-rise structures. At the same time, Council adopted the FARS safety feature as described in Appendix L of the International Fire Code (IFC 2018). As adopted, the Code required that each stairwell in new construction have a supply riser. A FARS air filling station would be located in the primary stairwell on odd-numbered floors, and in secondary stairwells on even-numbered floors, including stairwells below grade. For buildings 150,000 square feet or more in size, an interior air fill panel was required to be located within two hundred feet (200') of the main entrance and at intervals not exceeding four hundred feet (400'). Developers have since indicated that a FARS is cost prohibitive in mid-rise structures and would hamper development. Investigation has revealed that other fire departments in Idaho have also modified their FARS ordinances to be more practical for developers while providing adequate fire protection. Accordingly, the Fire Department is recommending that Municipal Code § 15.05.010(B) be amended so that a FARS is required only in high rise structure and in buildings greater than 150,000 square feet in area. A high rise is defined as any building or structure at least 75 feet in height. The height of a building is measured starting at the lowest level at which the fire department can access the building and ending at the highest occupied floor. Deputy Fire Marshal Etherton noted that there is no cost to the City for this amendment, but there would be savings for Developers and recommended Council approve the code amendment.

DISCUSSION: Councilmember Gabriel expressed appreciation for reviewing the code and making amendments to better meet the intent of the code. Mayor McEvers asked how tall a building can be before the code applies, with Mr. Etherton explaining that it will be 75' feet, with the definition tied to the International Fire Code, so if it is rewritten in the future, we don't have to change the ordinance. FAR is a Firefighter Air Replenishing system, that is an air standpipe to refills the air tanks along the stairs, rather than firefighters having to carrying spare bottles.

MOTION: Motion by Gabriel, seconded by Evans, to dispense with the rule and read **Council Bill No. 25-1021** once by title only.

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

MOTION: Motion by Gabriel, seconded by Evans, to adopt **Council Bill 25-1021**.

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

RESOLUTION NO. 25-073

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AGREEMENTS WITH TROY TYMESON, GEORGE DAILEY, BILL DERUYTER, JEFF FLETCHER, MIKE FREDRICK, TOM GREIF, KATIE HIRST, BLAINE PORTER, MATT SOWA, JUANTIA KNIGHT, ALISON PALMER, BILL GREENWOOD, MARK WALTER, JON CANTRELL, JUDI GRIFFIN, LOUISE MARTIN, BRANDON MCCORMICK, TIM NEAL, BILL TILSON, LEE WHITE, DENNIS GRANT, TERRY LEIGH, DAVID HAUSER, AND LARRY PARSONS THROUGH THE VOLUNTARY SEPARATION INCENTIVE PROGRAM.

STAFF REPORT: Finance Director Katie Ebner noted that earlier this year, the City Council directed staff to analyze the fiscal impacts of offering a Voluntary Separation Incentive Program (VSIP). Under the adopted program parameters, employees may apply for a one-time incentive payment in exchange for voluntarily separating from City employment within the next 12 months and separating from the City's insurance. Council further directed that only applications that generate at least \$25,000 in wage savings in the first 12 months—exclusive of the incentive payment—are eligible for approval. The Finance Department conducted an individualized financial analysis for each application, evaluating estimated vacancy savings based on how long a position could remain unfilled; the salary differential between departing and replacement employees; the cost of the one-time incentive payment, and the combined net fiscal impact for each position. The calculation estimates a total of \$862,000 in ongoing annual savings beginning after FY 27/28. She stated that these ongoing savings reflect structural wage differentials where replacement positions, if filled, are expected to cost less than the departing employees.

DISCUSSION: Councilmember Wood noted that savings aren't going to be immediate but can be viewed as ongoing. She noted that the budget is a little upside down and the City had to take tax increases in order to keep operations the same. Council wanted to look at how they could positively impact the budget, which is difficult as everything is essential; however, this is a way to find and realize savings. Ms. Ebner noted that the audit is ongoing, and the City will see less of a deficit than originally projected as the budget is very fluid. Mayor McEvers asked what the impact would be if the Council did not approve this item, with Ms. Ebner noting that it is hard to say who would have retired if the incentive wasn't there; however, we now know the dates of departure and departments can better and hopefully reduce constant staffing.

MOTION: Motion by Wood, seconded by Gookin to approve **Resolution No. 25-073**; approving Voluntary Separation Incentive Agreements with the following employees: Troy Tymeson, George Dailey, Bill Deruyter, Jeff Fletcher, Mike Fredrick, Tom Greif, Katie Hirst, Blaine Porter, Matt Sowa, Juantia Knight, Alison Palmer, Bill Greenwood, Mark Walter, Jon Cantrell, Judi Griffin, Louise Martin, Brandon McCormick, Tim Neal, Bill Tilson, Lee White, Dennis Grant, Terry Leigh, David Hauser, and Larry Parsons.

DISCUSSION: Councilmember Gabriel worked with people on the list for a very long time and they made this City great. During your employment the goal is to retire, and he thanked the

employees for their work over the years. Councilmember Miller stated that she is sorry to see the employees go, but they are deserving. She hears that this is a short-term savings program and likes that we can plan for replacements. Mayor McEvers agrees and noted that this provides an opportunity to reorganize.

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

RESOLUTION NO. 25-074

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE AND INSTALLATION OF A MIOX CHLORINE GENERATION UNIT FROM FILTRATION TECHNOLOGIES IN THE AMOUNT OF ONE HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$122,575.00), TO BE INSTALLED AT THE LOCUST WELL.

STAFF REPORT: Assistant Water Department Director Glen Poelstra explained in previous years, the Water Department utilized 100% gas chlorine as a disinfectant. Due to its high volatility and dangerous nature, it was decided to source a different method of disinfection. Technology has been developed to utilize a liquid salt solution along with direct current electricity as a way of producing a consistent source liquid chlorine at a much safer concentration for employees to handle. Less than a ½% of chlorine is generated and injected at each well site to keep the minimum required amount of chlorine in the distribution system. A Microclor brand of chlorine generation unit currently is installed at the Locust Well but has reached end of life and parts have become more expensive and unreliable to source. The Miox brand units have been installed at multiple other well sites and have proven to be reliable units. Filtration Technologies was the only bidder to respond to the formal bid and is able to supply and install a 15 PPD (pound per day) Miox Chlorination Unit at a total cost of \$122,575.00. A line-item amount of \$125,000 was budgeted for this unit, with a budgeted amount of \$125,000 for the project. Therefore, staff recommends approval of the agreement.

DISCUSSION: Councilmember Wood concurred that this was a needed update, and wanted to assure that this unit will have the safety alarms that are they sufficient, with Mr. Poelstra noting that this would be built into SCADA system and they are their daily checks to make sure there are no leaks. Additionally, Mr. Poelstra clarified that this unit does not have caustic enough fluid to cause alarm. Mayor McEvers noted that some cities chlorinate water, which can affect the taste of the water and wondered how we monitor. Mr. Poelstra explained that chlorination is based on how many gallons of water are pumped per minute per well and that they have found .2 parts per million in the system works best. A lack of chlorine affects taste and smell, and they do have some levels required by DEQ.

MOTION: Motion by Wood, seconded by Miller to approve **Resolution No. 25-074**; accepting the low bid of, and approving an agreement with, Filtration Technologies in the amount of \$122,575.00 for the purchase and installation of a Miox Chlorine Generation Unit to be installed at the Locust Well.

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

RESOLUTION NO. 25-075

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, RATIFYING CHANGE ORDERS #1 AND #2 TO THE CONTRACT WITH GINNO CONSTRUCTION IN AN AMOUNT OF \$16,320.55, FOR THE POLICE SUPPORT SERVICES BUILDING PROJECT.

STAFF REPORT: Building Maintenance Superintendent Adam Korytko noted that the construction of the Police Support Services Building project was complete and presented the ratification of Change orders 1 and 2. He explained that during the construction Change Order #1 addressed site condition deficiencies, specifically the lack of documented compaction under the slab, which required over-excavation and re-compaction. This Change Order also included utility upgrades, such as relocating the fire sprinkler tie-in to ensure adequate pressure and extending power/gas to the future training facility. Change Order #2 incorporated minor revisions requested by the Police Department to increase outlets/data drops and corrected a design issue by removing two obstructing bollards from the command trailer bay. He explained that the project budget was \$1,095,000.00, with Change Order increases in the amount of \$16,320.55, the total project cost was \$1,111,320.55. Additional costs were covered by the insurance proceeds from the 2024 fire claim.

DISCUSSION: Councilmember Gabriel said it was a great deal and very low cost in change orders.

MOTION: Motion by Evans, seconded by Miller to approve **Resolution No. 25-075**; approving Change Orders #1 and #2 to the Police Support Services Building Project Contract with Ginno Construction Company, in the total amount of \$16,320.55.

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

RESOLUTION NO. 25-076

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE SIGNATURE AND SIGNATURE AUTHORITY OF DANIEL K. GOOKIN.

STAFF REPORT: Finance Director Katie Ebner explained that the City maintains multiple bank and investment accounts across four institutions for the purpose of managing operational cash, debt service, reserves, utility payments, and fiduciary funds. In accordance with established internal controls and banking requirements, the Mayor and the Treasurer are authorized to sign checks, banking documents, and other financial instruments on behalf of the City. With the transition to a new Mayor effective January 7, 2026, updates are needed to remove current Mayor McEvers and add Mayor-elect Gookin.

MOTION: Motion by Wood, seconded by Gabriel to approve **Resolution No. 25-076**; authorizing Mayor Daniel K. Gookin to be added as an authorized signer on all City of Coeur d'Alene bank accounts, investment accounts, and financial instruments, effective January 7, 2026.

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

EXECUTIVE SESSION MOTION: Motion by Gookin, seconded by Wood to enter into Executive Session Pursuant to Idaho Code § 74-206(1) (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. *This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.*

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

The Council entered Executive Session at 7:34 p.m. Those present were the Mayor, City Council, City Administrator, City Clerk, HR Director and City Attorney.

Council exited Executive Session at 8:22 p.m.

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

The meeting ended at 8:22 p.m.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk



CEMETERY LOT TRANSFER / SALE / REPURCHASE ROUTING FORM

REQUEST RECEIVED BY:

Municipal Services	Kelley Setters	12-17-25
Department Name	Employee	Date

REQUESTED BY:

Sylvia O'Neill		
Name		

Address	Phone
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Request is for: **Repurchase of Lot(s)** **Transfer of Lots(s) from _____ to _____**

Section: RIV Block: T Niche(s): , , , Lots(s): 170, , , , , , ,

Lot(s) are located in: Forest Cemetery Forest Cemetery Annex. (Riverview)

Copy must be attached: Deed Certificate of Sale

Requester is: owner executor other

**Note: If "executor" or "other", affidavits of authorization must be attached.*

Title Transfer Fee: \$ _____ Receipt No: _____

ACCOUNTING DEPARTMENT completes the following: Attach original contract.

Accountant Signature Karin G Date: 12/17/25

CEMETERY SUPERVISOR completes the following:

The above-referenced Lot(s) is/are certified to be vacant: Yes No

The owner(s) of record of the Lot(s) in the Cemetery Book of Deeds is listed as:

The purchase price of the Lot(s) when sold to the owner of record was \$ 1250 per lot.

Supervisor's Signature M. Blandt Date: 12/17/2025

LEGAL/RECORDS completes the following:

Certificate of Conveyance/Transfer received: Yes No

Requester is authorized to execute certificate: Yes No

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that the transaction be completed.

City Clerk's Signature _____ Date: _____

Council approved transfer/sale/repurchase of above-referenced Lots(s) in regular session on. Date: _____

CEMETERY SUPERVISOR completes the following:

Change of ownership noted in Book of Deeds: Yes No

Cemetery copy filed original and supporting documents retuned to City Clerk: Yes No

Cemetery Supervisor's Signature _____ Date: _____

**CERTIFICATE OF CONVEYANCE
CEMETERY LOT**

In consideration of the payment of the fee established by resolution of the City Council,
the City of Coeur d'Alene does hereby convey to Sylvia O'Neill (the "Owner")
the following lot(s) in the Forest Riverview Annex Cemetery:

Niche(s) _____, Lot(s) 170
Block(s) T, Section(s) RIV,

according to the plat thereof, now on file and of record in the office of the Kootenai County
Recorder, state of Idaho.

This Certificate vests in the Owner, and his or her heirs or assigns, a right in fee simple to
said lot(s) for the sole purpose of interment, under the ordinances and regulations adopted by the
City Council as authorized by Idaho Code § 50-320.

DATED this _____ day of _____, 20____.

By: _____
Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

RESOLUTION NO. 26-001

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN ANNEXATION AGREEMENT WITH EUGENE HAAG JR. TRUST; THE DESTRUCTION OF CERTAIN TEMPORARY AND SEMI-PERMANENT CITY RECORDS; A NEW POSITION CLASSIFICATION ENTITLED "LEAD CUSTODIAN;" AND A SUBDIVISION IMPROVEMENT AGREEMENT, FINAL PLAT, AND SECURITY FO THE TRAILS 7TH ADDITION.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the agreements and other action listed below, pursuant to the terms and conditions set forth in the agreements and other action documents attached hereto as Exhibits "A" through "D" and by reference made a part hereof as summarized as follows:

- A) Annexation Agreement with Eugene Haag Jr. Trust for 2248 E. Stanley Hill Road [A-1-25];
- B) Destruction of City records retained by the Fire, Legal, Municipal Services, and Parks Departments, including temporary and semi-permanent records, in accordance with the Records Retention policy adopted by Resolution No. 23-055;
- C) A New Position Classification "Lead Custodian" pursuant to Personnel Rule 4; and
- D) Subdivision Improvement Agreement, Final Plat, and Security for The Trails 7th Addition [S-5-14]; 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 agreements and take the other actions described.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the agreements and take the other actions for the subject matters as set forth in substantially the form attached hereto as Exhibits "A" through "D" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and the other actions, so long as the substantive provisions of the agreements and the other actions remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreements or other documents as may be required on behalf of the City.

DATED this 6th day of January, 2026.

Woody McEvers, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion

ANNEXATION AGREEMENT
(A-1-25)
2248 E. Stanley Hill Road

THIS AGREEMENT is made and entered into this 6th day of January, 2026, by the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and ***Eugene Haag Jr. Trust***, with its principal address at **2248 E. Stanley Hill Rd., Coeur d'Alene, Idaho, 83814**, hereinafter referred to as the "Owner."

W I T N E S S E T H:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits of the City, which the Owner wishes to further develop, and the Owner has applied for annexation to the City, and said property to be annexed is more particularly described in **Exhibit "A"** attached hereto (hereinafter referred to as "the Property") and incorporated by reference into the substantive portions of this Agreement; and

WHEREAS, the Coeur d'Alene Planning and Zoning Commission has recommended R-3 zoning for the Property and Preliminary Plat approval. A copy of the Findings and Order are attached hereto as **Exhibit "B"** and are incorporated by reference into the substantive portions of this Agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property with R-3 zoning, subject to the Owner performing the conditions hereinafter set forth.

NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I: LEGAL DESCRIPTION

1.1. Legal description: A part of the Northeast quarter Section 18, Township 50 North, Range 3 West, Kootenai County, Idaho; said parcel being more particularly described as follows:

Commencing at the Northwest corner of said Northeast quarter Section 18, Township 50 North, Range 3 West; thence
South 800 feet; thence
At right angles East 242 feet; thence
At right angles North 800 feet; thence
At right angles West 242 feet to POINT OF BEGINNING.

EXCEPT that portion described as follows:
Beginning at the North quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, Idaho; thence

South 0°45' East along the center line of said Section 18, 125.0 feet; thence
North 89°58' East on a line parallel to the North line of said Section 18, 30.0 feet to the TRUE POINT OF BEGINNING; thence
South 0°45' East 100.0 feet; thence
North 89°58' East 212.0 feet; thence
North 0°45' West 100.0 feet; thence
South 89°58' West 212.0 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPT portion described as follows:

Part of the Northeast quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, State of Idaho, described as follows:

Beginning at the Northwest corner of said Northeast quarter; thence South along the center line of said Section line 125.0 feet; thence North 89°58' East on line parallel to the North line of said Section 18, 242 feet; thence
North 0°45" West, 125.0 feet; thence
South 89°58' West 242.0 feet to the POINT OF BEGINNING.

Containing 3.18 acres, more or less.

ARTICLE II: STANDARDS

2.1. Applicable standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City Code shall be those in effect at the time of plan approval. The Owner further waives any right the Owner may have regarding the date used to determine what public improvements, construction laws, standards, policies and procedures shall apply.

ARTICLE III. UTILITIES

3.1. Water and sewer: The Owner agrees to use the City's water and sanitary sewer systems for this development. The Owner will extend, at its own cost and as necessary, the water and sanitary sewer systems to and through its property, and further agrees to fully comply with all City policies for its water and wastewater systems.

3.2. Water rights: Prior to the recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owner will grant to the City, by warranty deed in a format acceptable to the City, all water rights associated with the Property. The parties expressly agree that the Owner is conveying the water rights to the City so that the City will have adequate water rights to ensure that the City can provide domestic water service to the Property.

3.3. Garbage collection: The Owner agrees that, upon the expiration of the existing term of any contract to provide garbage collection services to the Property, the Owner will begin

using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

3.4. Street lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

3.5. Street trees & landscaping: The Owner agrees to adhere to City policies and standards for street trees and landscaping as approved through the PUD.

ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of public improvements: The Owner further agrees, prior to issuance of any building permits for the Property, to submit plans for approval and construct and install, or otherwise secure the required construction and installation in a manner acceptable to the City, all improvements required by this Agreement or by City Code, including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving and connecting both termini of E. Lilly Dr., curbs, dry utility conduit, street lights, pedestrian/bicycle paths, and sidewalks, unless they exist already and meet all code requirements. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

4.2. Compliance with conditions of approval: The conditions of approval as contained within the Findings and Order, attached as **Exhibit "B"**, are expressly incorporated into this Agreement as binding provisions of this Agreement. As such, the Owner specifically agrees to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement.

4.3. Any future changes to lot configuration shall be required to meet all Subdivision Standards and follow applicable procedures.

ARTICLE V: FEES

5.1. Consideration: The Owner agrees to provide specific consideration in the amount of Six Thousand Four Hundred and Sixty-Five and no/100 Dollars (\$6,465.00) to the City at the times specified in Section 5.3 below. This amount is based on the policy adopted by the City Council by Resolution 24-009 and represents a fee of One Thousand One Hundred Thirty-Three and no/100 Dollars (\$1,133.00) per equivalent residential unit (ERU) in the approved R-3 Hillside zone totaling Five (5) ERUs. The sum provided for by this Agreement is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's Property, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City Code.

5.2. No extension of credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

5.3. Payment of annexation fees: On or before the date of the publication of the ordinance annexing the Property into the City, the Owner will pay the required fee in its entirety. The Owner expressly agrees that the City may withhold final plat approval or building permit issuance until such time as the required fees are paid.

5.4. Other fees: Additionally, the Owner shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), building permit fees, and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this Agreement.

5.5. The Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the Annexation Agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Eight Hundred Dollars (\$800.00).

ARTICLE VI. MISCELLANEOUS

6.1. Deannexation: The Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, is otherwise in breach of this Agreement, the City may deannex and terminate utility services without objection from the Owner, or its assigns or successors-in-interest of such portions of the Owner's Property as the City in its sole discretion decides.

6.2. The Owner to hold the City harmless: The Owner further agrees it will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property described in Exhibit "A." The Owner further agrees to pay the City's legal costs, including reasonable attorney fees, in the event this annexation is challenged in a court of law. Payment for the City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

6.3. Time is of the essence: Time is of the essence in this Agreement.

6.4. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements.

6.5. Recordation; Merger; Amendment: The Owner further agrees this Agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties prior to the date hereof merge into this Agreement. The parties agree that this Agreement shall only be amended by a writing signed by both parties. The parties agree that this Agreement

shall not be amended by a change in any law. The parties agree this Agreement is not intended to replace any other requirement of City Code.

6.6. Section headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they pertain.

6.7. Compliance with applicable laws: The Owner agrees to comply with all applicable laws.

6.8. Covenants run with land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and the Owner's heirs, assigns and successors-in-interest, and shall be deemed to be covenants running with the land.

6.9. Publication of ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this Agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owner's Property.

6.10. Promise of cooperation: Should circumstances change, operational difficulties arise, or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and the Owner has caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

By: _____
Woody McEvers, Mayor

By: _____
Eugene Haag Jr. Trust

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6th day of January, 2026, before me, a Notary Public, personally appeared **Woody McEvers** 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 January, 2026, before me, a Notary Public, personally appeared _____ of **Eugene Haag Jr. Trust**, and acknowledged to me that he has executed the same on behalf of the company and that he is authorized to sign on behalf of the company.

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: _____

Exhibit "A"

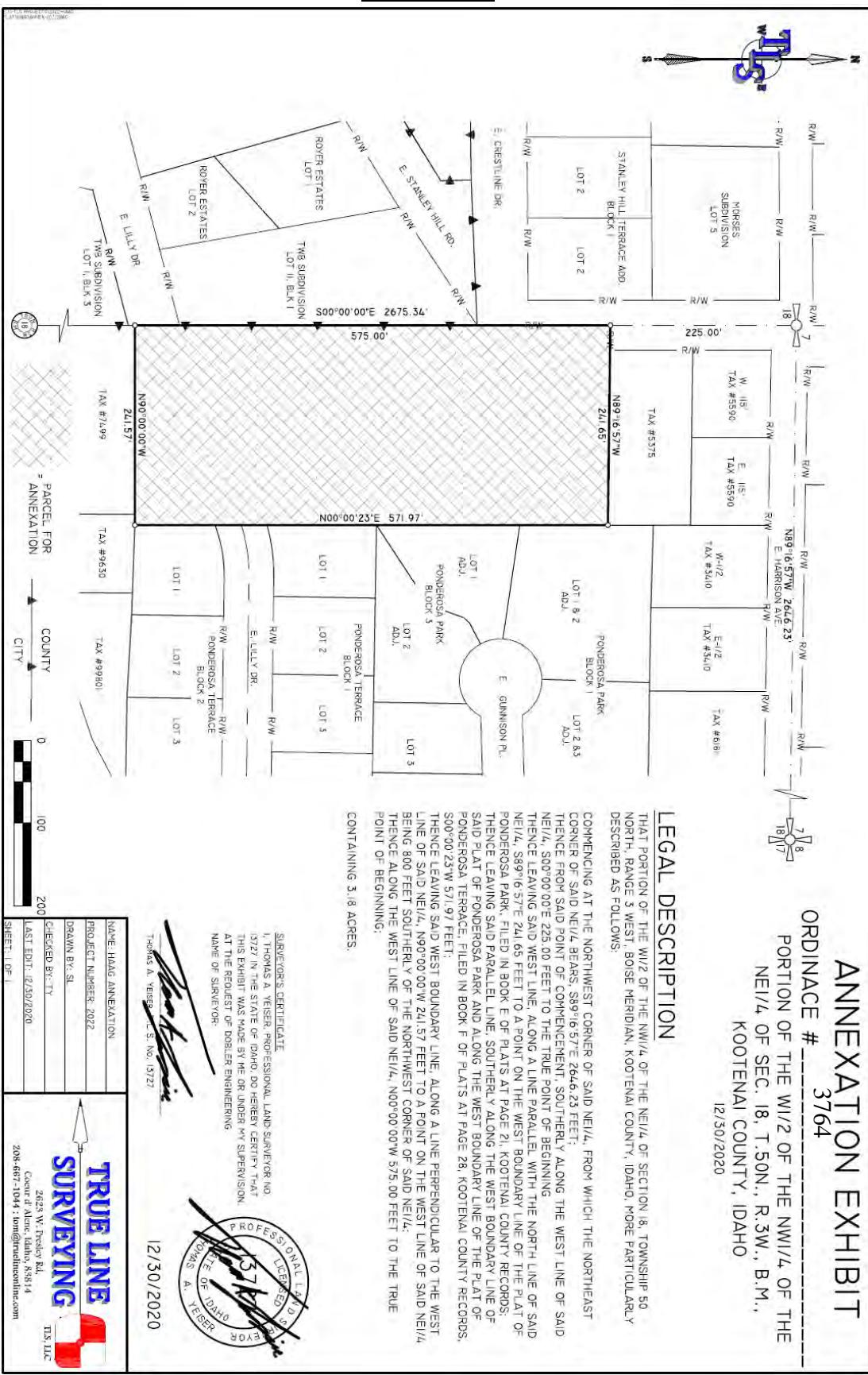


Exhibit "B"
COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER

A-1-25

INTRODUCTION

This matter came before the City Council on December 2, 2025, to consider A-1-25, a request for annexation and for zoning from County Ag Suburban to City Residential R-3, of 3.19 acres located at 2248 E. Stanley Hill Road.

APPLICANT: Olson Engineering
OWNER: Eugene P. Haag, Jr. Trust
LOCATION: 2248 E. Stanely Hill Road, Idaho 83814

A. FINDINGS OF FACT:

The City Council finds that the following facts, A1 through A11 have been established on a more probable than not basis, as shown on the record before it and on the testimony presented at the public hearing.

- A1.** All public hearing notice requirements have been met for item A-1-25.
 - Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on November 15, 2025 seventeen days prior to the hearing.
 - Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on November 20, 2025, twelve days prior to the hearing.
 - Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). Seventy-Nine (79) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on November 14, 2025.
 - Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts on November 14, 2025, eighteen days prior to the hearing.
 - Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b). The Notice was sent to pipeline companies providing services within 1,000 feet of the subject property on November 14, 2025.
- A2.** Public testimony was received at a public hearing on December 2, 2025.
- A3.** The subject site is located in an unincorporated area of Kootenai County, with the total area of the subject property measuring 3.19 acres and is currently zoned AG-Suburban.

- A4. The subject property is currently developed as a large lot single family home. If approved, the project would include the existing home on a lot, four (4) hillside residential lots, and a future public street connection and dedication of Lilly Drive between the existing termini.
- A5. The Comprehensive Plan Future Land Use Map designation is the Single Family Neighborhood Place type. Single-Family Neighborhood places are the lower density housing areas across Coeur d'Alene where most of the city's residents live, primarily in single-family homes on larger lots. Supporting uses typically include neighborhood parks and recreation facilities connected by trails. Compatible Zoning is listed as R-1, R-3, R-5, and R-8; MH-8
- A6. The following Comprehensive Plan goals and objectives are applicable to this request for annexation in conjunction with R-3 zoning:

Community & Identity

Goal CI 1: Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.

Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Environment & Recreation

Goal ER 3: Protect and improve the urban forest while maintaining defensible spaces that reduces the potential for forest fire.

Objective ER 3.1: Preserve and expand the number of street trees within city rights-of-way.

Objective ER 3.2: Protect and enhance the urban forest, including wooded areas, street trees, and "heritage" trees that beautify neighborhoods and integrate nature with the city.

Objective ER 3.3: Minimize the risk of fire in wooded areas that also include, or may include residential uses.

Objective ER 3.4: Protect the natural and topographic character, identity, and aesthetic quality of hillsides.

Growth & Development

Goal GD 1: Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

Objective GD 1.1: Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.

Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

Health & Safety

Goal HS 3: Continue to provide exceptional police, fire, and emergency services.

Objective HS 3.2: Enhance regional cooperation to provide fast, reliable emergency services.

- A7. The Comprehensive Plan lists the area under consideration as Hillside. Hillsides are important due to their scenic qualities and provide recreational opportunities. In 2003, the City enacted a Hillside Ordinance to protect the hillsides and preserve the visual asset they represent to the entire community. The Ordinance contains guidelines for development on these fragile areas to minimize impacts to the environment and ensure the safety of people and structures.

A8. City utilities and facilities are available to serve the project site, if annexed. All departments have indicated the ability to serve the project with the additional conditions as stated at the end of the staff report.

A9. The property is sloped, and single-family homes are the dominant land use nearby. The natural features of the site are consistent with the natural features of the surrounding properties. Hillside code will apply to four of the five proposed lots.

A10. The Planning and Zoning Commission held a public hearing on September 9, 2025. Following testimony, the Commission voted 6-to-1 to recommend R-3 zoning if the City Council approves of the annexation request and approved the subdivision request (item S-1-25), contingent on City Council approval of the annexation. The Commission found that the requested annexation and subdivision were consistent with surrounding development patterns, the request would improve fire protection and looping of the water system, and that the potential increase in traffic would be outweighed by the public benefits, including continuation of Lilly Drive which was intended to connect per the Ponderosa Terrace plat.

A11. The Subdivision request approved by the Planning and Zoning Commission in item S-1-25 is contingent upon the annexation request being approved by the City Council.

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the City Council makes the following Conclusions of Law.

- B1. That this proposal is in conformance with the Comprehensive Plan policies.
- B2. That public facilities and utilities are available and adequate for the proposed use.
- B3. That the physical characteristics of the site do make it suitable for the request at this time.
- B4. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses.

C. DECISION

The City Council, pursuant to the foregoing Findings of Fact and Conclusions of Law, approves the annexation and the requested R-3 zoning with the following conditions to be included in the annexation agreement:

Planning:

1. Prior to final plat recordation, the applicant must remove the non-functional cistern(s) and remediate the disturbance. Doing this will accomplish two things: First, ending the easement for irrigation water that exists for land that has been subdivided in the county and is no longer a viable source of water, and second, would allow for the projected disturbance for future homesites.

Fire:

2. Water line connecting both sides of E Lilly Dr must be connected to ensure needed fire flows at fire hydrants 176-B and 177-C
3. The slope of the proposed Lilly Dr. connection must not exceed 8% grade with the road width to match existing road width minimum. It must be built to accommodate 75,000-pound fire apparatus.

Water:

4. Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense. Any additional service will have cap fees due at building permitting.
5. A main extension will be required to serve this subdivision and be tied into the existing main on E Lilly Dr. Both ends of the water main on Lilly Dr. must be tied together.

Wastewater:

6. This project will require the extension of sewer "To and Through" for this annexation as proposed unless private sewer is approved to serve one parcel. Policy #716 states One Parcel, One Lateral.
7. Existing home on this parcel must connect to City sewer and pay appropriate sewer cap fees.

Motion by Councilmember Gookin, seconded by Councilmember Miller, to approve the annexation and requested R-3 zoning of property located at 2248 E. Stanley Hill Road, Idaho 83814.

ROLL CALL:

GOOKIN	Voted	Aye
EVANS	Absent	
MILLER	Voted	Aye
WOOD	Voted	Aye
ENGLISH	Voted	Aye
GABRIEL	Voted	Aye

Motion to approve carried by a 5 to 0 vote.

APPROVED:



Woody McEvers, Mayor

CITY COUNCIL

DATE: JANUARY 6, 2026
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK
RE: REQUEST FOR DESTRUCTION OF RECORDS

DECISION POINT: Should Council authorize the destruction of certain public records in accordance with the City's records retention schedule for the Fire, Legal, Library, Municipal Services, and Parks Departments?

HISTORY: Idaho Code §§ 50-907 and 50-908 set forth requirements for cities related to public records. The Code establishes the type of record, length of time for minimum retention and notes that cities shall adopt their own records retention manual and schedule. The City has done so through Resolution No. 23-055. The following request for destruction of records is in accordance with the policy adopted by Council, with a detailed description attached.

The Fire Department has requested Fire Inspection Reports, a semi-permanent record, prior to 2018 be destroyed as they are no longer needed.

The Legal Department has requested the destruction of numerous digital video cassettes containing recordings of various code enforcement matters created by the Claims/Code Enforcement/Risk Manager prior to 2016.

The Library has requested the destruction of temporary records to include patron comments and library card applications.

The Municipal Services Department has requested the destruction of temporary and semi-permanent records including bid packets, licenses/permits, information requests, and citywide emails and backups prior to 2020.

The Parks Department has requested the destruction of Urban Forestry Grant files (temporary) prior to 2023 and Urban Forestry request files (semi-permanent), including permits, reports, and inspection forms prior to 2020. Additionally, they are requesting several semi-permanent parks records to be destroyed including facility use permits, inscription lists, Park and Recreation Commission files and equipment inspection documents. Temporary records to be destroyed include work orders and individual player forms, manager/coach/team player lists.

PERFORMANCE ANALYSIS: Records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files to maintain storage space for future records. This request is in accordance with the approved Records Retention Policy approved pursuant to Resolution 16-056.

DECISION POINT: Council should authorize staff to proceed with the destruction of records pursuant to I.C. § 50-907 and the City's adopted records retention schedule from the Fire, Legal, Library, Municipal Services, and Parks Departments.

REQUEST FOR DESTRUCTION OF RECORDS
 DEPARTMENT: **Fire**
 DATE: December 2025

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Fire Inspection Reports	Semi-perm	Pre 2018

REQUEST FOR DESTRUCTION OF RECORDS
 DEPARTMENT: **Legal**
 DATE: December 2025

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From – To)
Claims/Code Enforcement/Risk Manager: numerous digital video cassettes containing recordings of various code enforcement matters	Temporary	Up to 2016

REQUEST FOR DESTRUCTION OF RECORDS
 DEPARTMENT: **Library**
 DATE: December 2025

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
PATRON COMMENTS- Comments and letters regarding library services	Temporary	2020-2022
LIBRARY CARD APPLICATIONS	Temporary	August 2022-October 2023

REQUEST FOR DESTRUCTION OF RECORDS
 DEPARTMENT: **Municipal Services**
 DATE: December 2025

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Bid packets	Temporary	2019-2023
ET Agendas and Packets	Temporary	2010-2023
Annual permits	Temporary	Prior to 2023
Business licenses	Semi-permanent	Prior to 2020

Records/information requests	Temporary	2022-2023
City-wide email	Temporary	2017-2020
City wide email backups	Temporary	Prior to 2020
Sign Permits	Temporary	Prior to 2020
Claims	Temporary	Prior to 2020

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: Parks

DATE: December 2025

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From – To)
PARKS - URBAN FORESTRY URBAN FORESTRY GRANTS Information relating to grants received for tree plantings or development projects	Temporary	Up to 2023
PARKS - URBAN FORESTRY URBAN FORESTRY REQUESTS Permits for tree removal/plantings, tree problem reports, and inspection forms	Semi-permanent	Up to 2020

**CITY COUNCIL
STAFF REPORT**

DATE: JANUARY 6, 2026
FROM: MELISSA TOSI; HUMAN RESOURCES DIRECTOR
SUBJECT: PERSONNEL RULE AMENDMENT | PROPOSED NEW CLASSIFICATION

Decision Point: Should City Council approve a new Lead Custodian classification to the City's current Classification and Compensation plan?

History: In the past, the City had one full-time benefited Custodian and contracted out the rest of the Custodian services for the various City buildings. In the FY 2025-2026 budget, and due to rising costs with contracted cleaning services, we have brought all the cleaning services back in-house and budgeted for five total Custodian classifications. Recently, the City hired four full-time benefited Custodians. The final position is a new classification, a Lead Custodian, and has additional duties and responsibilities over the Custodian classification.

The Lead role takes on several expanded responsibilities such as assigning and coordinating work, training new custodial staff, operating more specialized floor-care equipment, supporting minor building maintenance, and managing cleaning supply inventory. Taken together, the broader scope, higher independence, and increased skill requirements distinguish the role clearly from the base Custodian classification.

The proposed Personnel Rule amendment was posted a minimum of ten (10) consecutive days before this City Council meeting.

Financial: Based on the job duties, our internal structure, and market data, the recommendation by BestDayHR is to place the Lead Custodian at a Pay Grade 8. The proposed pay grade 8 wage range is \$45,427 - \$63,918 and is already included and approved in the FY 2025-2026 financial plan.

Performance Analysis: Authorizing the new job classification and leveling will provide the additional Lead Custodian duties and responsibilities needed to complete the custodian work necessary for City facilities and will further assign and coordinate work for the other Custodians.

Decision Point/Recommendation: City Council should approve the new Lead Custodian classification to the City's current Classification and Compensation plan.



Lead Custodian

Department: Parks and Recreation
Date Established: 1/2026

Reports to: Building Maintenance Supt.
Date Revised:

Pay Grade: 8
FLSA Status: Covered

Classification Summary

The Lead Custodian performs a variety of custodial duties and cleaning tasks, including floor care, as well as minor grounds and general maintenance duties for various City owned property and buildings. Work is performed under the general supervision of the Building Maintenance Superintendent. Three (3) years of experience working in the custodial, janitorial, or similar industry is required. The principal duties of this class are performed in a public building environment and include use of powered cleaning equipment and exposure to chemical cleaning agents. Snow removal duties may include exposure to inclement weather conditions.

Essential Duties and Responsibilities (illustrative only and may vary by assignment)

- Provides oversight of custodial employees by assigning and overseeing job duties;
- Provide training for new employees on equipment used by Custodians;
- Operates and maintains a variety of floor cleaning equipment ensuring they are in optimal working condition;
- Coordinates with colleagues to schedule and prioritize floor cleaning activities to minimize disruptions to City operations;
- Addresses spills, stains, graffiti, and other cleanliness concerns promptly and efficiently;
- Provides regular reports on floor cleaning activities, highlighting achievements and areas for improvement;
- Performs routine Custodian duties in their absence;
- Performs all Custodian work duties including, but not limited to, vacuuming; mopping; cleaning restrooms; cleaning windows and walls, counters, and tables; waxing and buffing floors; and painting;
- Removes snow and spreads deicer or sand to prevent slipping or falling from building entrances and sidewalks; Strips, waxes, shampoos, and buffs floors on a regular maintenance schedule;
- Inventories supply levels in restrooms, including toilet paper, paper towels, and soap;
- Cleans and maintains custodial equipment;
- Maintains inventory of cleaning supplies;
- Performs minor routine building maintenance and room set up for meetings;
- Assists with general ground maintenance and cleaning, and safety for public use of City buildings;
- Moves furniture and supplies, assembles office furniture, as requested or needed up to 70 lbs;
- Mixes cleaning solutions and agents, directions and all safety precautions;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;

- Assists other department and City employees as needed or requested;
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

Secondary Duties and Responsibilities:

- Sets up and breaks down tables and chairs for public meetings;
- Performs other related Lead duties as assigned.

Classification Requirements:

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:

- Use and maintenance of industrial cleaning equipment and appliances;
- Attention to detail and conscientiousness;
- Applicable building codes and safety regulations;
- Modern cleaning methods including basic methods of cleaning and preserving floors, carpets, furniture, walls and fixtures;
- Methods, materials, tools, and standard practices of cleaning and maintaining public buildings in a safe, clean and orderly condition;
- Preparation, use, and disposal of chemical cleaning agents;
- Appropriate use of cleaning agent for varied surface types;
- Safety procedures when cleaning and moving furniture;
- Use of basic hand tools;
- Public sector, government, or related environment and operations, including general municipal management terminology, codes, acts, and regulations.

Skill and Ability to:

- Operate powered custodial equipment including, but not limited to, vacuums, strippers, waxes, buffers, shampoo cleaners, carpet extractors, and power washers;
- Operate hand cleaning equipment including, but not limited to, brooms, dust and wet mops, dust pans, and dusters;
- Perform minor maintenance and repair on equipment and City buildings;
- Perform general grounds maintenance duties as assigned;
- Lift objects weighing up to 70 lbs. consistently;
- Train and provide work direction to others;
- Time management and problem solving skills;
- Operate a motor vehicle;
- Prioritize work duties;
- Use English and speak clearly for understanding;
- Listen carefully to, understand, and effectively communicate through verbal, written, and electronic communication channels;
- Perform duties to supervisor's expectations;
- Follow verbal and written instructions;
- Work independently and exercise initiative, with general guidance and supervision;
- Maintain a professional demeanor at all times;

- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity and ingenuity in the performance of assigned tasks and solving problems;
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

Acceptable Experience and Training:

- High school diploma or GED;
- Valid driver's license;
- Three (3) years of experience working in the custodial, janitorial, or similar industry is required;
- Knowledge of the operation of various floor cleaning equipment preferred; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

Physical Demands & Work Environment:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of a job, on a case-by-case basis.

While performing the duties of this classification, the employee is frequently required to stand, walk, sit, stoop, kneel, bend, climb and work on a ladder, use hands to manipulate and make adjustments to tools used in performing the essential functions of the classification, reach with hands and arms, and move through unfamiliar buildings. The employee must frequently lift and/or move up to 70 pounds and, infrequently, carry up to 70 pounds for a distance of up to 150 yards. Specific vision abilities required by this classification include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to discern verbal instructions and communicate effectively in person and by telephone and to discern safety warnings such as alarms and emergency warning sounds. While performing the duties of this classification, the employee works in a public building setting where the noise level in the work environment is usually moderate and that includes exposure to chemicals and occasional inclement weather.

CITY COUNCIL STAFF REPORT

DATE: January 6, 2026
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **The Trails 7th Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a forty-two (42) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.

HISTORY

- a. Applicant: Gabe Gallinger, Land Development Manager
Coeur Development, LLC
1221 W. Emma Avenue, Suite 300
Coeur d'Alene, ID 83814
- b. Location: South of the Prairie Trail, East of Huetter Road, and North of Hanley Road.
- c. Previous Action:
 1. Final Plat Approval, The Trails (initial phase) – December 2015.
 2. Final Plat Approval, The Trails 1st Addition – May 2016.
 3. Final Plat Approval, The Trails 2nd Addition – December 2017.
 4. Final Plat Approval, The Trails 3rd Addition – June 2019.
 5. Final Plat Approval, The Trails 4th Addition – November 2019.
 6. Final Plat Approval, The Trails 5th Addition – October 2022.
 7. Final Plat Approval, The Trails 6th Addition – June 2024.

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on January 6, 2027. The amount of security provided is \$128,572.10.

PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on January 6, 2027.

DECISION POINT RECOMMENDATION

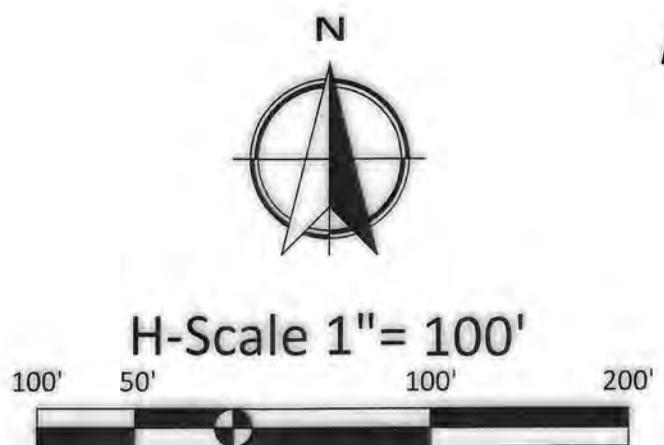
1. Approve the final plat document.
2. Accept the installed public infrastructure improvements.
3. Approve the Maintenance/Warranty Agreement and accompanying Security.

THE TRAILS 7TH ADDITION

A REPLAT OF A PORTION OF LOT 1, BLOCK 37 OF THE TRAILS 6TH ADDITION

LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST.#



W. 1/4 COR., SEC. 28
5/8" REBAR W/ ILLEGIBLE CAP
RECORD POSITION
CP&F 975684

REMAINDER
L1
BLOCK 37 - THE TRAILS
6th ADDITION

HUETTER ROAD
N1°05'49"E 2845.22'

W. HOMeward BOUND BLVD
(55' R/W)



SW. COR., SEC. 28
2 1/2" ALUMINUM CAP
PLS 13554 FOUND
CP&F 2900829000

T.P.O.B.
29
28
32
33

NOTE

- EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY UNRECORDED EASEMENTS.

TITLE DOCUMENTS

THESE ARE DOCUMENTS IN TITLE REPORT COMMITMENT KT-505597, ISSUED BY KOOTENAI COUNTY TITLE COMPANY, DATED: 08/21/2025 THAT FOR THE REASON INDICATED, CAN NOT BE DISPLAYED ON THE MAP.

- BK 69 OF DEEDS, PG 353 AND BK 115 OF DEEDS, PG 187 - HAVE NO EFFECT ON THE SUBJECT PROPERTY.
- BK 115 OF DEEDS, PAGE 188, IS A BLANKET EASEMENT OVER THE SOUTHWEST QUARTER OF SECTION 28 FOR AN ELECTRICAL TRANSMISSION LINE AND TELEPHONE SYSTEM BENEFITING WASHINGTON WATER AND POWER.

LINE TABLE

LINE	BEARING	LENGTH
L1	S71°34'52"E	55.00'
L2	N1°05'49"E	11.20'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C1	20.00'	31.86'	91°17'00"	S44°32'41"E	28.60'
C2	3750.01'	99.62'	1°31'19"	N89°03'09"E	99.62'
C3	227.50'	33.67'	8°28'51"	S22°39'34"W	33.64'
C4	20.00'	31.50'	90°15'10"	S46°13'24"W	28.35'
C5	20.00'	32.28'	92°28'00"	S45°08'12"E	28.89'
C6	5060.00'	301.12'	3°24'35"	S86°55'31"W	301.07'
C7	3950.00'	422.05'	6°07'19"	S88°16'53"W	421.85'

LEGEND

- FOUND 5/8" x 24" REBAR WITH PLASTIC CAP, P.L.S. 9367
- SET 5/8" x 24" REBAR WITH PLASTIC CAP, P.L.S. 9367
- ◊ SET 1/2" x 24" REBAR WITH PLASTIC CAP, P.L.S. 9367 MONUMENTS TO BE SET WITHIN 1 YEAR OF THE RECORDING OF THIS PLAT
- ◎ SET 5/8" x 24" REBAR WITH 2" ALUMINUM CAP, P.L.S. 9367 MONUMENTS TO BE SET WITHIN 1 YEAR OF THE RECORDING OF THIS PLAT
- SET BRASS CAP MARKED P.L.S. 9367 IN CONCRETE
- SET 5/8" x 24" REBAR WITH 2" ALUMINUM CAP, P.L.S. 9367 TO BE SET WITHIN 1 YEAR OF THE RECORDING OF THIS PLAT
- CALCULATED POSITION, NOTHING FOUND OR SET
- CENTER SECTION CORNER AS NOTED
- E-W 1/4 SECTION CORNER AS NOTED
- N-S 1/4 SECTION CORNER AS NOTED
- SECTION CORNER AS NOTED
- EASEMENT IDENTIFIER
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)

REFERENCES

IN RECORDS OF KOOTENAI COUNTY, IDAHO:

- PLAT OF HAWKS NEST 1ST ADDITION BY CHAD J. JOHNSON, PLS 9367, RECORDED IN BOOK K OF PLATS, PAGE 94, UNDER INSTRUMENT NUMBER 2139756000.
- PLAT OF THE TRAILS BY CHAD J. JOHNSON, PLS 9367. RECORDED IN BOOK L OF PLATS, PAGE 54, UNDER INSTRUMENT NUMBER 2527217000.
- PLAT OF THE TRAILS 4TH ADDITION BY CHAD J. JOHNSON, PLS 9367, RECORDED IN BOOK L OF PLATS, PAGE 405, UNDER INSTRUMENT NUMBER 2724730000.
- PLAT OF ENCLAVE AT THE TRAILS BY CHAD J. JOHNSON, PLS 9367, RECORDED IN BOOK L OF PLATS, PAGE 639, UNDER INSTRUMENT NUMBER 2872327000.
- PLAT OF THE TRAILS 5TH ADDITION BY CHAD J. JOHNSON, PLS 9367, RECORDED IN BOOK L OF PLATS, PAGE 764, UNDER INSTRUMENT NUMBER 2920350000.
- PLAT OF THE TRAILS 6TH ADDITION BY CHAD J. JOHNSON, PLS 9367, RECORDED IN BOOK L OF PLATS, PAGE 940, UNDER INSTRUMENT NUMBER 2974780000.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103). PROJECT COORDINATES WERE TRANSLATED TO WEST ZONE AT A JOHNSON SURVEYING BASE POINT LOCATED AT (N: 2,211,208.49, E: 2,348,419.65) AND WERE POST PROCESSED USING NGS OPUS WITH A HORIZONTAL REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010 0000) AND A VERTICAL DATUM OF NAVD88 (GEODID 18). ALL BEARINGS SHOWN ARE GRID. ALL DISTANCES SHOWN ARE GROUND (US SURVEY FEET), WITH A COMBINED SCALE FACTOR OF 1.00008293 APPLIED AT THE BASE POINT. GEODETIC NORTH IS AN ANGULAR ROTATION OF -0°49'50".

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO REPLAT LOT 1, BLOCK 37, OF THE TRAILS 6TH ADDITION. SURVEY MONUMENTS WHERE FOUND/Held AS DEPICTED HEREON. INTERIOR MONUMENTS TO BE SET WITHIN 1 YEAR OF THE RECORDING OF THIS PLAT.



THE TRAILS 7TH ADDITION

A REPLAT OF A PORTION OF LOT 1, BLOCK 37 OF THE TRAILS 6TH ADD. SW 1/4 OF SECTION 28, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: JAN. 2025

DRAFTED BY: KLK

PLOT DATE: 11/18/2025

SHEET

FILE NAME: 23-062 PLAT

CHECKED BY: CJJ

PROJECT No.: 25-016

Johnson
Surveying
P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

THE TRAILS 7TH ADDITION

A REPLAT OF A PORTION OF LOT 1, BLOCK 37 OF THE TRAILS 6TH ADDITION
LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST.#



H-Scale 1"= 50'

50' 25' 50' 100'

LEGEND

- FOUND 5/8" x 24" REBAR WITH PLASTIC CAP, P.L.S. 9367
- SET 5/8" x 24" REBAR WITH PLASTIC CAP, P.L.S. 9367
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- SECTION CORNER AS NOTED
- EASEMENT IDENTIFIER
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)

NOTE

1. EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY UNRECORDED EASEMENTS.

EASEMENT LEGEND

E1 10' SIDEWALK AND UTILITY EASEMENT.



THE TRAILS 7TH ADDITION

A REPLAT OF A PORTION OF LOT 1, BLOCK 37 OF THE TRAILS 6TH ADD.
SW 1/4 OF SECTION 28, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: JAN. 2025	DRAFTED BY: KLK	PLOT DATE: 11/07/2025	SHEET
FILE NAME: 23-062 PLAT	CHECKED BY: CJJ	PROJECT No.: 25-016	2
			5

Johnson
Surveying
P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

THE TRAILS 7TH ADDITION

A REPLAT OF A PORTION OF LOT 1, BLOCK 37 OF THE TRAILS 6TH ADDITION
LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#



H-Scale 1" = 50'

REMAINDER
L2
BLOCK 37 - THE TRAILS 6th ADDITION

LOT 1
BLOCK 38
8,419 SF

LOT 2
BLOCK 38
10,651 SF

LOT 3
BLOCK 38
10,651 SF

N1°05'49"E 230.58'

E1

7,280 SF

T.P.O.B.

25.00'

S88°39'27"E

94.53'

N88°39'27"W 114.53'

50'

LEGEND

- FOUND 5/8" x 24" REBAR WITH PLASTIC CAP, P.L.S. 9367
- SET 5/8" x 24" REBAR WITH PLASTIC CAP, P.L.S. 9367
- ◊ SET 1/2" x 24" REBAR WITH PLASTIC CAP, P.L.S. 9367 MONUMENTS TO BE SET WITHIN 1 YEAR OF THE RECORDING OF THIS PLAT
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- CALCULATED POSITION, NOTHING FOUND OR SET
- # CENTER SECTION CORNER AS NOTED
- E-W 1/4 SECTION CORNER AS NOTED
- N-S 1/4 SECTION CORNER AS NOTED
- SECTION CORNER AS NOTED
- E1 EASEMENT IDENTIFIER

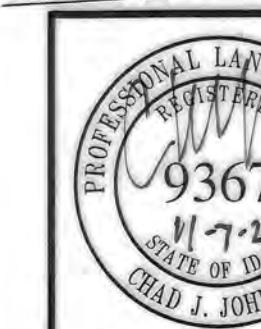
NOTE

1. EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY UNRECORDED EASEMENTS.

EASEMENT LEGEND

E1 10' SIDEWALK AND UTILITY EASEMENT.

E2 EXISTING 15' UTILITY EASEMENT AND SIDEWALK
EASEMENT PER PLAT OF HAWKS NEST



THE TRAILS 7TH ADDITION

A REPLAT OF A PORTION OF LOT 1, BLOCK 37 OF THE TRAILS 6TH ADD.
SW 1/4 OF SECTION 28, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: JAN. 2

25 DRAFTED BY:

PLOT DATE: 11/18/2025

HEET

5

Johnson Surveying

P.O. Box 2544 Post Falls, ID 83875
208-660-2351
johnsonsurveyingnw.com

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

The Trails 7th Addition

THIS AGREEMENT made this 6th day of January, 2026 between Coeur Development, LLC, whose address is 1221 W. Emma Avenue, Suite 300, Coeur d'Alene, ID 83814, with Gabe Gallinger, Land Development Manager, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of The Trails 7th Addition, a forty-two (42) lot, residential development in Coeur d'Alene, lying within the Southwest Quarter of Section 28, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "The Trails 7th Addition", signed and stamped by Michael J. Leaming, PE, # 23151, dated February 25, 2025, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of One hundred Twenty-eight Thousand Five hundred Seventy-two and 10/100 Dollars (\$128,572.10) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 6th day of January, 2027. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

IN WITNESS WHEREOF, the parties have set their hands and seal the day, and year first above written.

City of Coeur d'Alene

Daniel K. Gookin, Mayor

Coeur Development, LLC



Gabe Gallinger, Land Development Manager

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

Trails 7th Addition
Maintenance-Warranty Bond Estimate
October 10, 2025

Item No.	Description & Cost Code	Quantity	Units	Unit Price	Total Price
6200 - Site Preparation/Grading					
6210 - Excavation & Grading \$29,265.00					
1	Road Subgrade Prep (Including Patching)	9,175	SY	\$1.80	\$16,515.00
2	Finish Grading (replace topsoil openspace)	900	CY	\$8.00	\$7,200.00
3	Construction Entrance	2	EA	\$2,000.00	\$4,000.00
4	Inlet Protection	14	EA	\$75.00	\$1,050.00
5	Concrete Washout Area	1	EA	\$500.00	\$500.00
6250 - Sewer					
6250 - Sewer \$281,068.79					
1	8" PVC Sanitary Sewer	1,678	LF	\$41.74	\$70,039.72
2	8" PVC Sanitary Sewer (Deep > 20')	850	LF	\$91.71	\$77,953.50
3	48" Manholes	8	EA	\$4,674.19	\$37,393.52
4	48" Manholes (Deep > 20')	3	EA	\$5,574.19	\$16,722.57
5	Adjust Existing Manhole to Grade	1	EA	\$1,200.00	\$1,200.00
6	Sewer Services	43	EA	\$1,808.36	\$77,759.48
6300 - Stormwater					
6300 - Stormwater \$86,622.20					
1	8" PVC Storm Pipe	536	LF	\$43.58	\$23,358.88
2	Catch Basin	14	EA	\$2,540.00	\$35,560.00
3	Drywell Type B (Double)	6	EA	\$4,617.22	\$27,703.32
6350 - Water					
6350 - Water System \$348,531.09					
1	8" PVC Water Main	2,615	LF	\$45.29	\$118,433.35
2	8" Fittings	10	EA	\$815.37	\$8,153.70
3	8" Gate Valve w/ Box	10	EA	\$2,427.89	\$24,278.90
4	1" Water Services	44	EA	\$3,463.61	\$152,398.84
5	Fire Hydrant Assembly	5	EA	\$7,537.00	\$37,685.00
6	Blow-off Assembly	2	EA	\$2,226.44	\$4,452.88
7	Install Sampling Station on Existing 1" Water Service	1	EA	\$3,128.42	\$3,128.42
6400 - Streets & Walkways					
6405 - Streets, Curbs, & Gutter \$295,337.28					
1	Asphalt Roadway 2" AC over 6" Base	9,157	SY	\$19.29	\$176,638.53
2	Asphalt Roadway Patch 4" AC over 6" Base	25	SY	\$252.60	\$6,315.00
3	Rolled Curb and Gutter	4,920	LF	\$21.32	\$104,894.40
4	Temporary Gravel Cul-de-sac (6" Base)	935	SY	\$8.01	\$7,489.35
6410 - Sidewalks \$201,646.64					
1	5' Concrete Sidewalk	27,419	SF	\$6.00	\$164,514.00
2	Cement Concrete Driveway Approach (6" Conc. over 6" Base)	322	SF	\$7.70	\$2,479.40
3	Pedestrian Ramps	18	EA	\$1,925.18	\$34,653.24

Trails 7th Addition
Maintenance-Warranty Bond Estimate
October 10, 2025

6450 - Utilities - Dry

6450 - Dry Utilities					\$20,650.00	
1		Dry Utilities Trenching (Ex, Bed, and Backfill only)	2,950	LF	\$7.00	\$20,650.00

6500 - Signage, Striping, Mailboxes

6520 - Signage					\$19,650.00	
1		Pavement Marking	1	LS	\$650.00	\$650.00
2		Signage	7	EA	\$1,200.00	\$8,400.00
3		Type III Barricades	4	EA	\$1,275.00	\$5,100.00
4		Type II Barricades	4	EA	\$1,375.00	\$5,500.00

6525 - Mailboxes					\$2,950.00	
1		Concrete Mailbox Pad	3	EA	\$800.00	\$2,400.00
2		CBU Mailbox Installation	2	EA	\$275.00	\$550.00

TOTAL	\$1,285,721.00
10% Multiplier	10%
Warranty Bond Amount	\$128,572.10



ANNOUNCEMENTS

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

Date: January 6, 2026
From: Bill Greenwood, Parks & Recreation Director
SUBJECT: APPROVAL OF A 5-YEAR LEASE AGREEMENT WITH THE BUOY LLC, FOR CONCESSIONS AT HARBOR HOUSE

(City Council Action Required)

DECISION POINT: Should Council approve a five-year lease agreement, with the option of an additional five-year renewal, with The Buoy LLC, to provide concessions year-round at the McEuen Park Rotary Harbor House.

HISTORY: The Buoy LLC has been the concessionaire at the Rotary Harbor House since 2016, and includes beer and wine sales. In 2020, we allowed them to increase seating by expanding the layout with an increase in fees. The term of the agreement in the past was for a 7-month annual lease of the Harbor House. This new agreement will be for year-round operations.

FINANCIAL ANALYSIS: All costs associated with the winter operation upgrades will be borne by The Buoy LLC. Construction will begin this winter. Our concessionaire is working with the City's Building and Fire Departments to comply with City code requirements for the upgrades. The Buoy cannot begin winter operation until all requirements are met. The yearly operations, and full year increase in electricity and storage, result in a new annual fee of \$40,000. Each subsequent year shall increase based on the Bureau of Labor Statistics Price Index (CPI-U) West region.

PERFORMANCE ANALYSIS: Due to construction upgrades, the new agreement will begin March 1, 2026. The first year's rent will be at the 10-month prorated amount of \$33,333.33. The Buoy LLC has provided excellent service to the public. It is in an excellent location and is well known and visible to park visitors. The Buoy LLC partnership consists of Essex Prescott, and Cory and Jared Schneider. Under the Agreement, The Buoy LLC will also be allowed to operate a mobile concession (a food cart) at a designated location in McEuen Park.

DECISION POINT: Council should approve a five-year lease agreement, with the option of an additional five-year renewal, with The Buoy LLC to provide concession services year-round at the McEuen Park Rotary Harbor House.

RESOLUTION NO. 26-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A FIVE-YEAR LEASE AGREEMENT WITH AN OPTION TO EXTEND WITH THE BUOY, LLC, FOR CONCESSIONS SERVICES AT THE MCEUEN PARK ROTARY HARBOR HOUSE.

WHEREAS, the Parks and Recreation Director for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a 5-year Lease Agreement with The Buoy, LLC, pursuant to terms and conditions set forth in the 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 5-year Lease Agreement with The Buoy, LLC, with an option to extend, for concessions services at the McEuen Park Rotary Harbor House, 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 6th day of January, 2026.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

was absent. Motion .

LEASE AGREEMENT

THIS LEASE is made and entered into this 6th day of January, 2026, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called the "City" or "Lessor," and **THE BUOY, LLC**, with a mailing address of **P.O. Box 1478, Hayden, ID 83835**, hereinafter called the "Lessee."

WITNESSETH:

WHEREAS, the Lessee has been awarded a lease for the McEuen Park Rotary Harbor House to operate a concession for food, beer and wine, as shown on **Exhibit "A,"** which is attached hereto and hereby declared and incorporated herein by reference.

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, the Lessee shall lease the McEuen Park Rotary Harbor House from the City for the purpose of operating and maintaining a food, beer and wine concession according to the terms set forth herein, and the plans and specifications, under the penalties expressed herein. In addition, The Buoy LLC shall be entitled to operate a mobile concession in the location shown on Exhibit "B."

Section 1. Definition: For purposes of this Agreement, the parties agree that the term "employee" shall include all persons in the service of the Lessee under any contract of hire, whether express or implied, or oral or written, and all agents, independent contractors, and persons acting by, for or through the Lessee.

Section 2. Term: The City shall lease the McEuen Park Rotary Harbor House to the Lessee with the first year prorated to begin April 1, 2025, through December 31, 2025, and annually thereafter beginning January 1 of each subsequent year through 2029 for the purpose of operating and maintaining a food, beer and wine concession.

Section 3. Rent: The Lessee shall pay the sum of **Thirty-Three Thousand Three Hundred Thirty-Three Dollars and 33/100th (\$33,333.33) for the first year due by March 1, 2026.** The fee, thereafter, for a full year beginning January 1, 2027, will be Forty Thousand and No/100th (\$40,000.00). Payments for each subsequent year of the lease shall be made by January 1st of the lease year. The annual lease fee shall increase each year thereafter based on the Bureau of Labor Statistics Consumer Price Index (CPI-U) West Region annual change. For example, the lease payment for 2027 will increase by the percentage of the annual average in 2026, as shown in the Consumer Price Index Overview Table-West, published by the Bureau of Labor Statistics. Payment shall be made to the City Parks & Recreation Department.

Section 4. Extension: The Lessee may request a five (5) year extension of this Agreement for the period from January 1, 2031, to December 31, 2036, by submitting to the Parks & Recreation Director a written request for extension prior to December 15, 2030. Upon receipt of such request, the City will consider whether it will grant a five (5) year extension and, if so, the parties may mutually negotiate terms applicable to said extension.

If the parties are unable to negotiate terms mutually agreeable to both parties within sixty (60) days of the date of receipt of the request from the Lessee for an extension of the original Agreement, then no extension shall occur, and the lease shall expire according to the terms hereof.

Section 5. Health Permit: The Lessee agrees to obtain a health permit as required by law for the said food, beer and wine concession. The permit must be displayed in a conspicuous place at the McEuen Park Rotary Harbor House. The health permit is required to be provided to the City Clerk by **January 1st of each year**. Failure to submit the required health permit within the above stated time may result in the City revoking the lease or whatever other action the City deems necessary and prudent for the protection of the public.

Section 6. Alcohol: The Lessee shall be responsible for controlling the purchase and consumption of beer & wine on premises to comply with City and State codes. See designated area shown on "**Exhibit A.**"

Section 7. Glass Containers: The Lessee agrees not to dispense any food or drinks in glass containers.

Section 8. Non-food Items: Sunscreen will be the only non-food, non-beer and non-wine item(s) allowed for sale. Sales of any other items require written approval from the Parks & Recreation Director.

Section 9. Community Relations: The Lessee agrees its employees will be courteous and informed about the community and will assist with questions from tourists and other park users. Particularly, the Lessee and its employees must become familiar with the immediate area, including McEuen Park, Tubbs Hill, Coeur d'Alene Resort, North Idaho College, and the Visitors Center.

Section 10. Appropriate Attire: The Lessee agrees its employees must be appropriately dressed in an approved T-shirt, or polo shirt, with identifying logo. If shorts are preferred instead of pants, approval must be received from the Parks & Recreation Director. It will not be permissible to operate the food, beer & wine concession without a shirt or in swimwear. All clothing must be clean and without substantial defect or damage. Dress code will be strictly enforced.

Section 11. Staffing: The Lessee agrees the food, beer, and wine concession must always be staffed by at least one employee.

Section 12. Mobile Concessions Cart: The Lessee agrees to the following mobile concessions cart specifications, which will be adhered to by the Lessee:

- A. Maximum size – length: 6 ft. width: 4 ft. height: 3 ft.
- B. The mobile concessions cart must be self-contained and non-motorized.
- C. The mobile concessions cart must be always kept clean.
- D. The mobile concessions cart must prominently display both the city logo and business logo.

- E. The mobile concessions cart must be stored securely when not in use.
- F. The mobile concessions cart shall only be allowed where specified, "**Exhibit B**," and only upon approval by the Parks & Recreation Director.
- G. No alcoholic beverages may be sold from the mobile concessions cart.

Section 13. Hours of Operation: The Lessee agrees to be open five (5) days a week then seven (7) days a week during the peak of operation as demand dictates. Weekends (Saturday and Sunday) and holidays are required to be fully operational for food, beer and wine service during peak season and during winter as demand dictates. Hours of operation, at a minimum, will be 10 a.m. to 8 p.m., during peak season. Any extended hours require approval from the Parks & Recreation Director. The Lessee agrees to notify the Parks & Recreation Department immediately if it believes inclement weather precludes operation and the Parks & Recreation Director reserves the right to make the final determination if operations can be suspended and for how long.

Section 14. Signs: The Lessee agrees to have signage for hours of operation and menu(s). Hours of operation and menu(s) are to be posted at all times during business hours. Approval is required from the Parks & Recreation Director prior to construction/manufacturing and/or placement. No permanent signage or modifications to the building will be allowed without written approval from the Parks & Recreation Director. Any other type(s) of signage on-site or in the park require approval from the Parks & Recreation Director. Signs must conform to the requirements of the City's Sign Code, including provisions related to permitting. *See Municipal Code Title 15, Chapter 24.*

Section 15. Refuse & Cleanliness: The Lessee agrees to dispose of the refuse from, in and around the premises in an area designated by the city. City agrees to have staff collect the refuse throughout the day and dispose of it. Lessee agrees that the food, beer and wine concession and immediately surrounding site must be always kept clean. This includes, but is not limited to, hosing off concrete and front counter area(s) at least once daily; keeping a clean atmosphere in the service and dining areas during business hours and being conscientious about spills and the pests they attract.

Section 16. Snow Removal: The Lessee is responsible for removing all snow around the area of operation and pathways leading to the facility. Failure to do so may cause the Lessor to require the location to be shut down until resolved.

Section 17. Vehicle Access: The Lessee agrees and understands that vehicle(s) are prohibited from parking longer than it takes to load or unload. Vehicle access into the park will only be allowed between the hours of 8 am and 10 am. One vehicle will be allowed in at a time and may remain on-site for a maximum of sixty (60) minutes at a time. Any activity requiring a vehicle to remain on site longer than the allocated time, or outside designated hours, requires written approval from the Parks & Recreation Director. Vehicles will access McEuen Park from the east side near City Hall. *See Exhibit "C".*

Section 18. Improvements or Construction: The Lessee shall not construct anything on or about said site without written consent of the Parks & Recreation Director. The Lessee agrees that City has the right to reconstruct repairs, modify, and/or expand the McEuen Park Rotary Harbor House and surrounding area at any time during the term of the lease. The Lessee further

agrees that it shall have no claim against City for any inconvenience or lost income that may result from reconstruction, repair, modification, or expansion.

Section 19. Keys & Deposit: Prior to April 1st of each season during the term of this Agreement, the Lessee will pay to the City a one hundred dollar (\$100) refundable deposit for keys to the McEuen Park Rotary Harbor House Concessions. The Lessee agrees that it will not make copies of the keys provided by the city. The required deposit will be returned to the Lessee after all keys provided have been returned.

Section 20. Worker's Compensation and Liability Insurance: The Lessee agrees to maintain workers compensation coverage on all employees during the term of this Agreement as may be required by Idaho Code Sections 72-101 through 72-806. Should the Lessee fail to maintain such insurance during the entire term hereof, Lessee shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Lessee shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or in the alternative submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law. However, the Lessee acknowledges and agrees that its employees are not employees of the City and that the City is not responsible for any payments or benefits required by law to be furnished to employees, including worker's compensation coverage. Proof of general liability coverage required upon signing of this Agreement, listing the City of Coeur d'Alene as additionally insured at \$1,000,000.

Section 21. Waiver: The Lessee understands that, during the term of this Agreement, the City may undertake repairs to the City's public dock, which may interfere with the Lessee's operations or affect people in the Park. The Lessee specifically waives any claim as to lost profits or business while said repairs are undertaken.

Section 22. Hold Harmless: The Lessee shall hold the City harmless and shall give up all claims for any incidental or consequential damage or lost profits during the term of the Agreement due to construction projects located in or using Tubbs Hill, McEuen Park, City mooring docks or City public docks. The Lessee further understands and agrees that during the term of this Agreement that the City or agents of the City may commence projects involving downtown public properties which may result in the City canceling this Agreement pursuant to the notice provision in Section 28 below entitled "Lessor's Option to Terminate Lease." In the event of said occurrence, the Lessee hereby releases, holds harmless and waives any claim whatsoever the Lessee may have against the Lessor, its employees, agents, and elected and appointed officials.

Section 23. Not Exclusive: the Lessee understands and agrees that the City from time to time during the term of this Agreement may allow other food, beer, wine and non-food concessions to operate in the McEuen Park, including, but not necessarily limited to, food, beer, wine and non-food concessions permitted by bid award, food, beer, wine and non-food concessions permitted as part of any special event in the Park including, but again not limited to, (i.e. Ironman, Taste of the Coeur d'Alene, the Fourth of July) Smoke on the Water, and sports tournaments, or any event involving/or sponsored by the Coeur d'Alene Cultural Center or Chamber of Commerce.

Section 24. Negligent or Wrongful Act: The Lessee agrees to indemnify and hold harmless the City from all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of Lessee, its agents, or employees. The Lessee further agrees, at Lessee's cost, to defend the City against all claims arising

out of this Agreement, including any claims resulting from the operation of Lessee's concession or in connection with the negligent or wrongful acts, errors and omissions of the Lessee, its agents or employees.

Section 25. Violation of Regulations: The Lessee agrees that any violation of regulations, contract, or any evidence of collusion may result in criminal prosecution and/or in the revocation of the permit, forfeitures of the full consideration, and may not be allowed to rebid or resubmit a proposal for a period of three (3) years.

Section 26. Non-transferable: The Lessee also agrees and understands concession sites cannot be transferred to another vendor or sublet without permission of the City.

Section 27. City Ordinances: The Lessee shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapter 5.75.

Section 28. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) day's written notice terminate this Agreement, retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. The notice of the exercise by the Lessor of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 29. Forfeiture of Permit: It is understood that time is of the essence and should the Lessee fail to perform all the covenants herein required of them, the City may declare the permit forfeited, the Lessee shall cease operation of the concession at the location, and any monies paid shall be forfeited. However, before declaring such forfeiture, the City shall notify the Lessee in writing of the particulars in which the City deems the Lessee to be in default and the Lessee will have three (3) days to remedy the default.

Section 30. Notice: Any notice including notice of default resulting from failure to perform shall be made by placing the written particulars in the United States Mail addressed to the Lessee at the address above, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have signed this Agreement on behalf of said City, and THE BUOY, LLC has caused the same to be signed, the day and year first above written.

CITY OF COEUR D'ALENE

LESSEE: THE BUOY, LLC

By: _____
Woody McEvers, Mayor

By: _____
_____(Name)

By: _____
(Name)

By: _____
Renata McLeod, City Clerk

EXHIBIT "A"

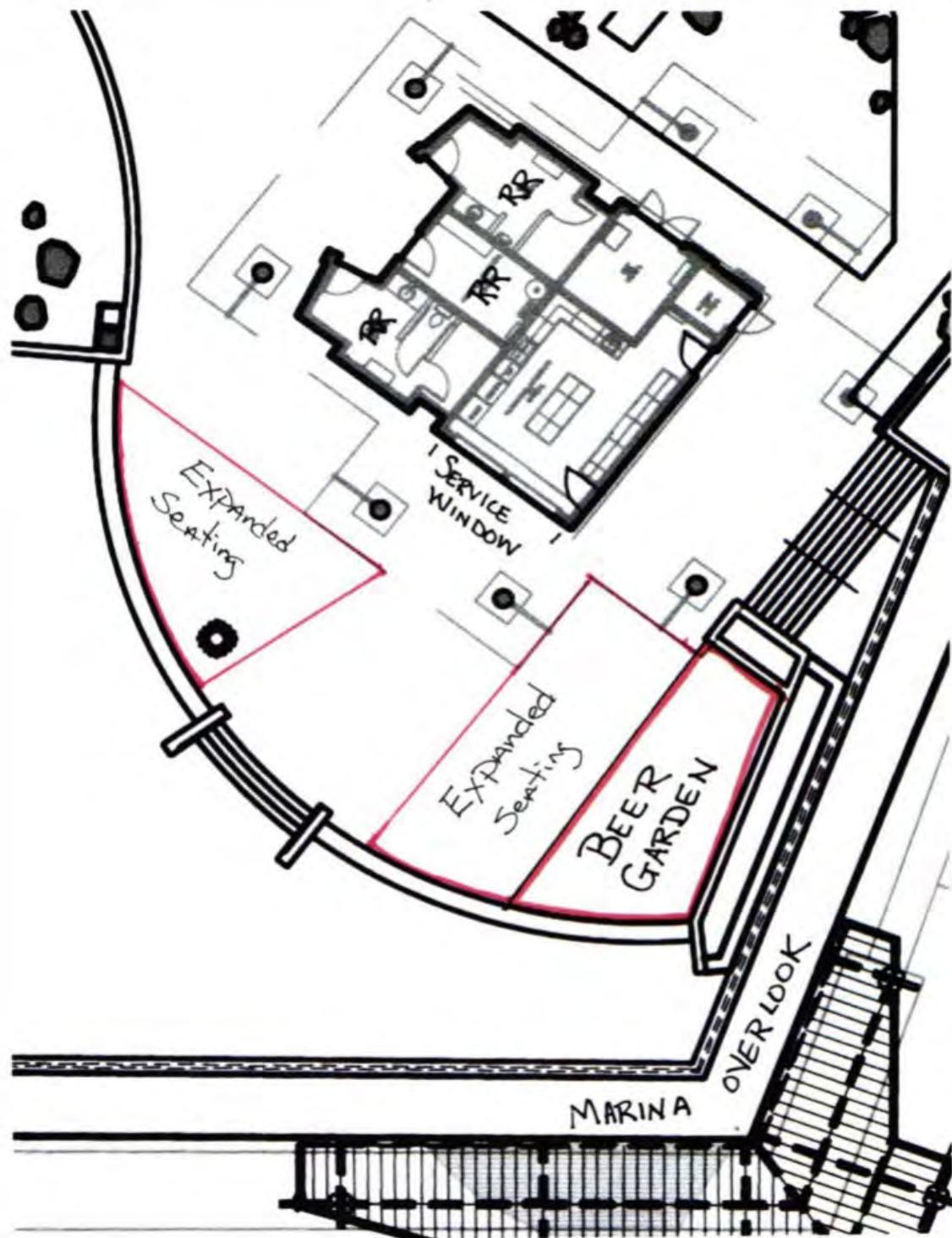


EXHIBIT "B"

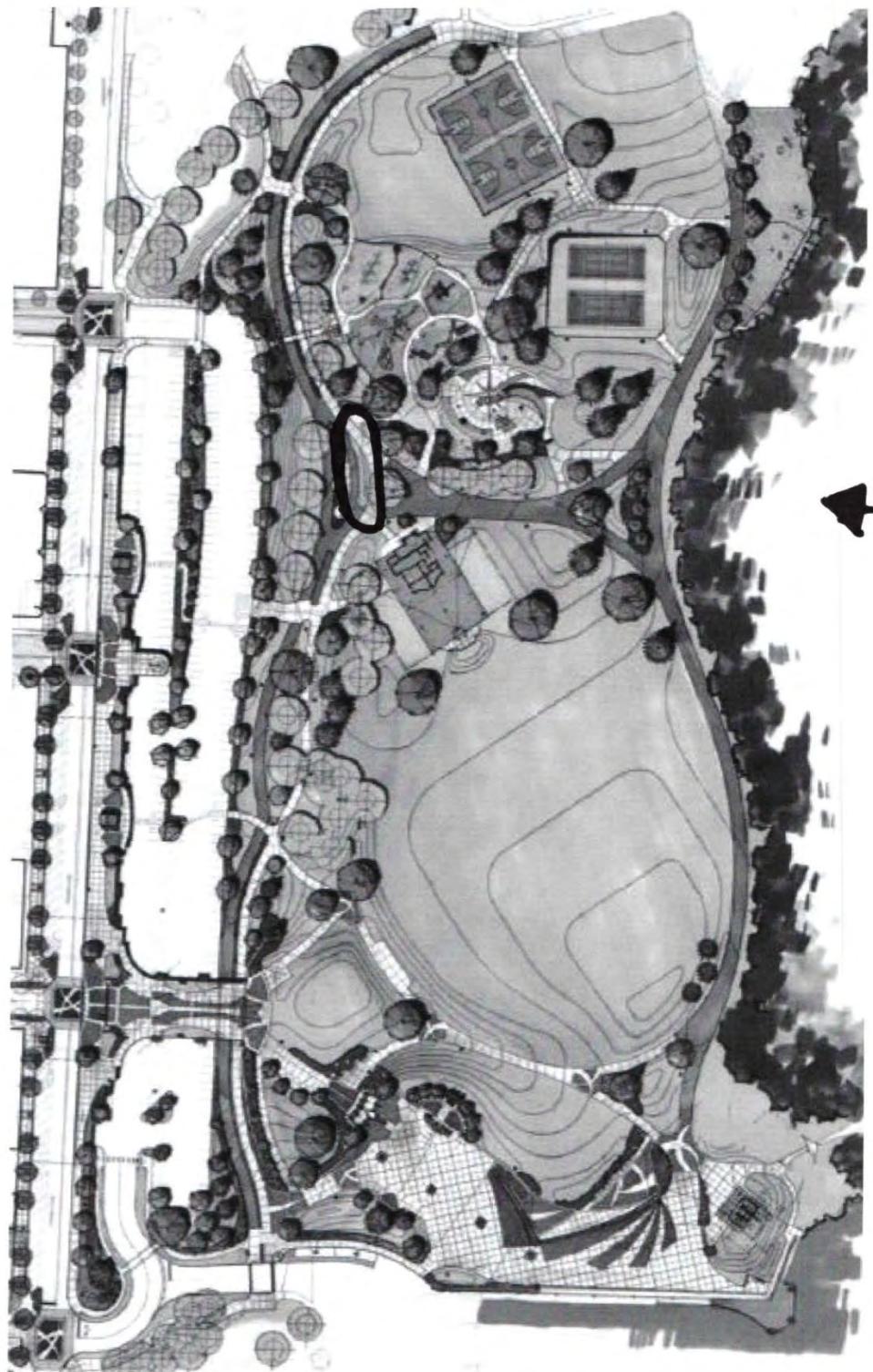
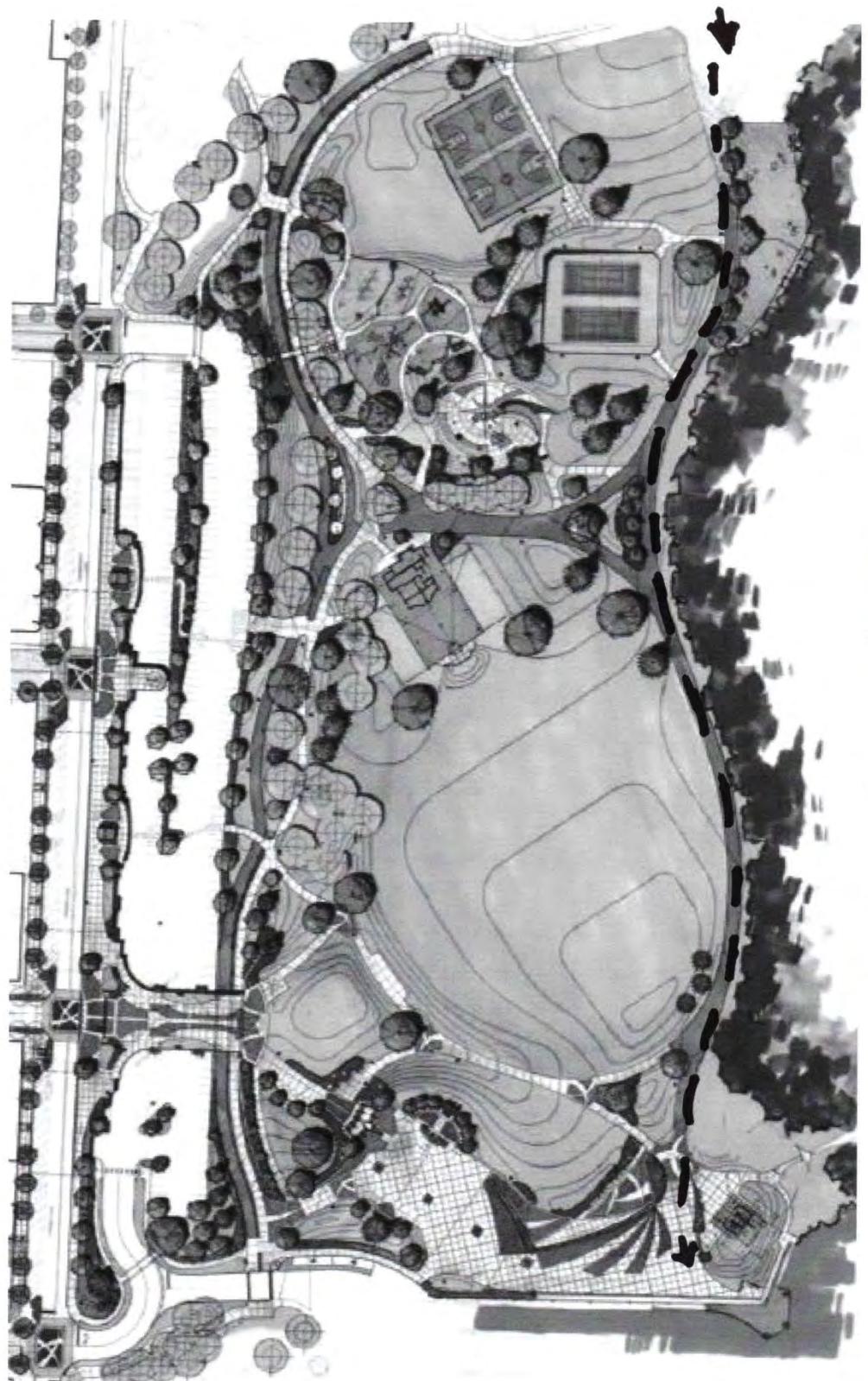


EXHIBIT "C"



CITY COUNCIL STAFF REPORT

DATE: JANUARY 6, 2026
FROM: TODD FEUSIER, STREETS & ENGINEERING DIRECTOR
SUBJECT: PEDESTRIAN RAMP BIDDING PROFESSIONAL SERVICES AGREEMENT

=====

DECISION POINT: Should Council approve a Professional Services Agreement with HMH Engineering for the development of a bid package for construction of pedestrian ramps to meet ADA compliance in recent overlay projects?

HISTORY: The Americans with Disabilities Act (ADA) requires that when a street receives an asphalt overlay, existing pedestrian facilities must be brought into compliance. Per City code, property owners are responsible for the sidewalks along their frontages. The City accepts responsibility for corners at intersections. To remain in compliance, the City intends to replace or install new pedestrian ramps within the limits of asphalt overlay projects that have been completed recently. Under a contract approved by City Council in February of 2025, HMH Engineering evaluated which corners are not in compliance and determined how to bring them into compliance. With approval of this contract, HMH will develop a bid package for the City to hire a contractor to complete the pedestrian ramp upgrades.

FINANCIAL ANALYSIS: The cost for the work performed under this professional services agreement is \$38,020 and would be funded under the budgeted Overlay/Chipseal Program.

PERFORMANCE ANALYSIS: Approval of this agreement will allow HMH Engineers to develop the bid package for construction of pedestrian ramps so that bidding can occur during winter months when bids are typically lower.

DECISION POINT/RECOMMENDATION: Council should approve the professional services agreement with HMH Engineering for the development of a bid package for construction of pedestrian ramps to meet ADA compliance in recent overlay projects.

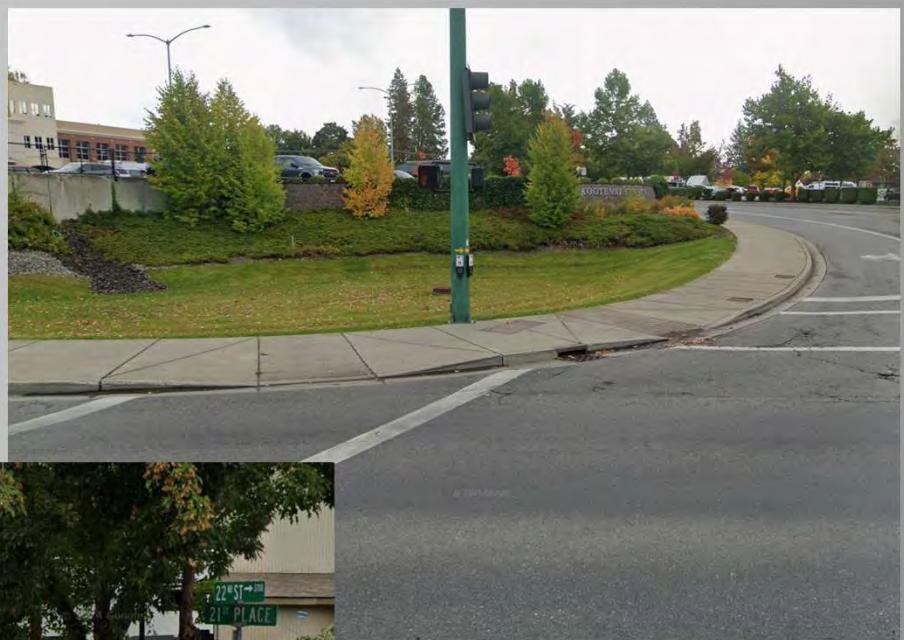
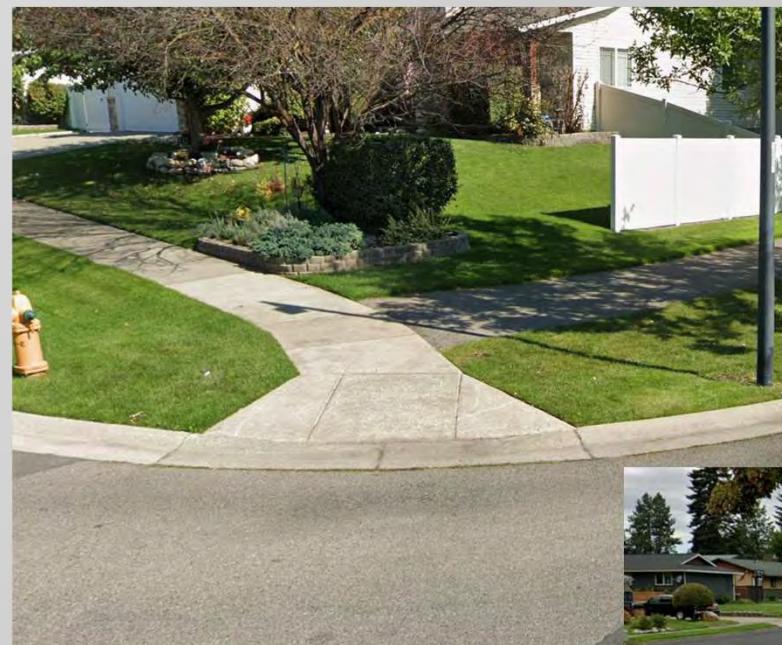
Pedestrian Ramp Bidding



Todd Feusier, Streets & Engineering Director

Title II of the Americans with Disabilities Act requires public entities to provide accessible curb ramps when a roadway is resurfaced.





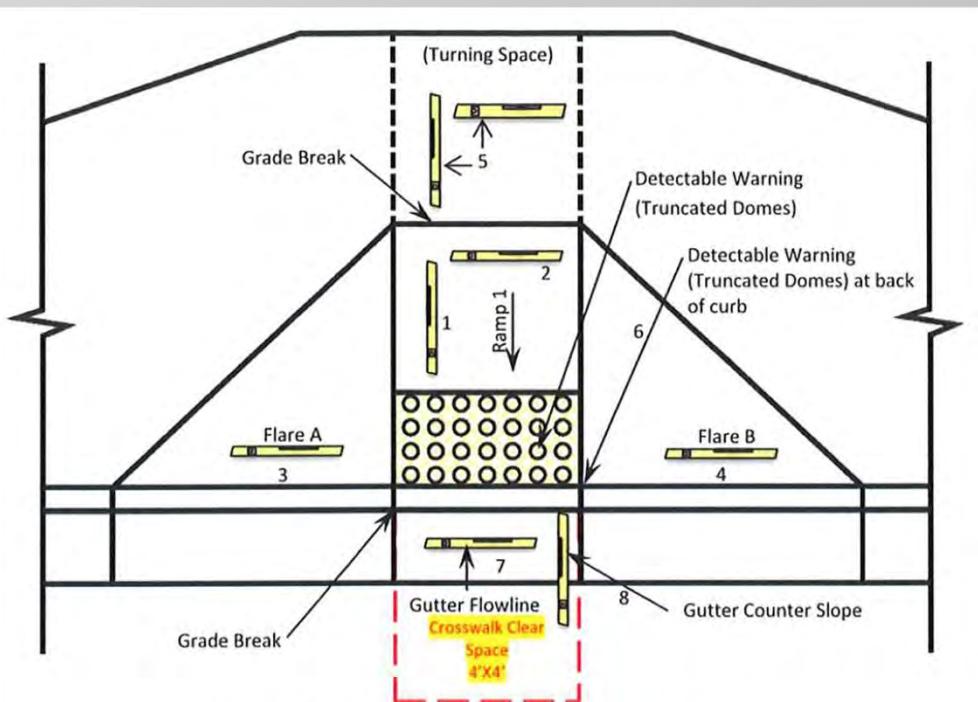


Figure 1: Slope Measurement Locations

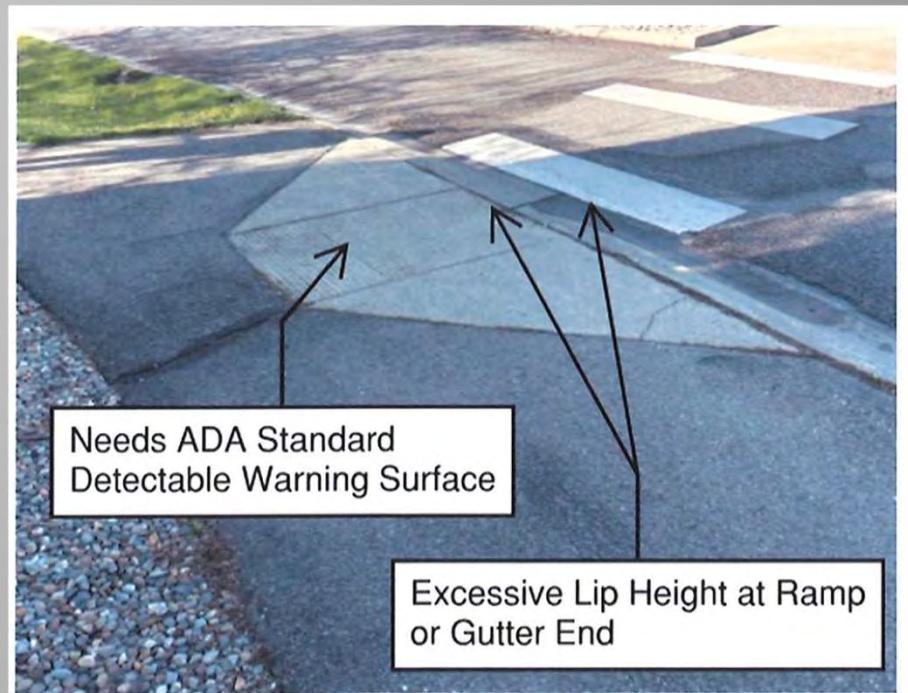
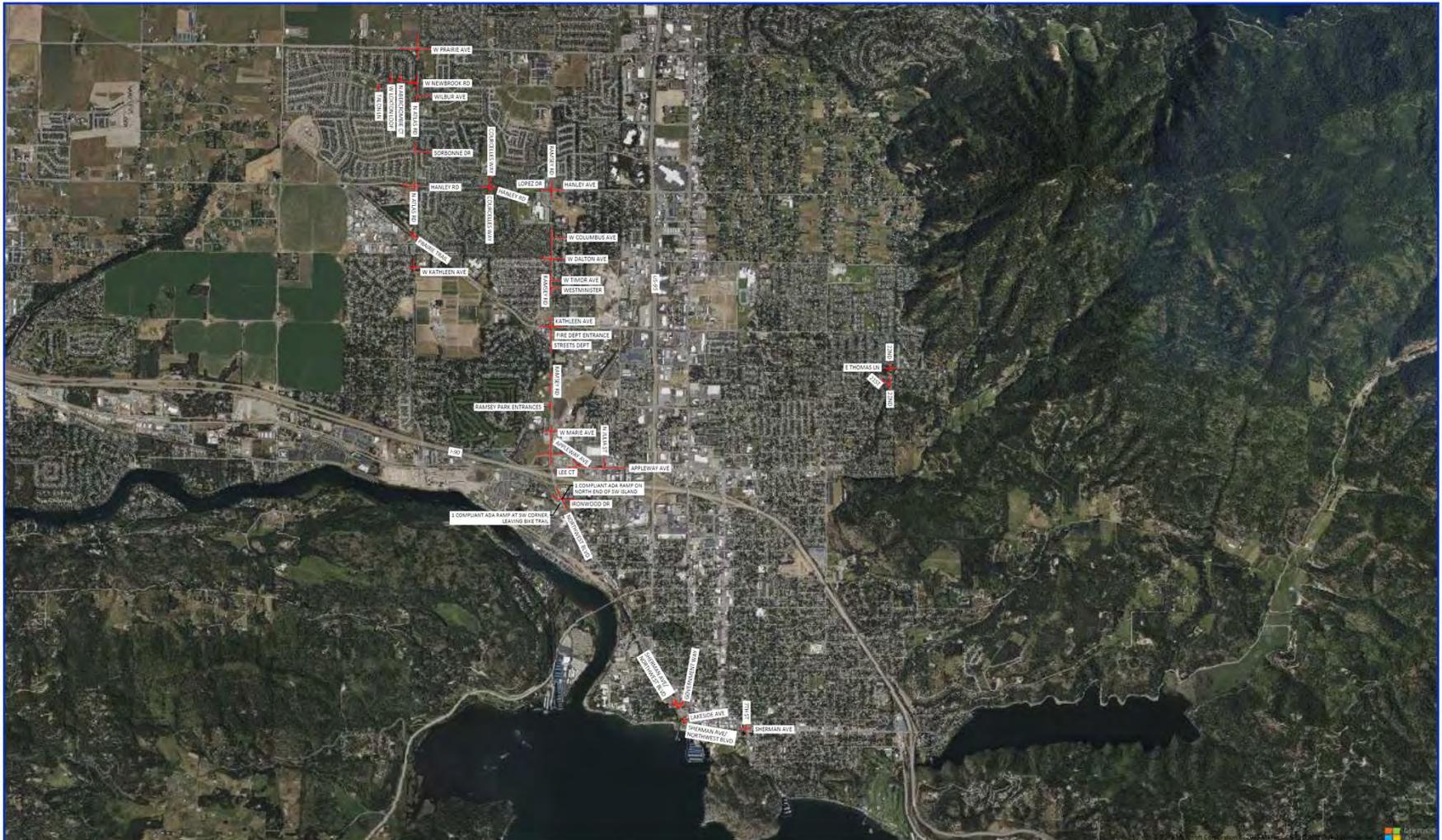


Figure 2: Lip height and warning surface violation





HMH
engineering

3882 N. Schreiber Way, Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

LEGEND

ADA RAMPS

CITY OF COEUR D'ALENE ADA RAMP INSPECTION LOCATIONS

VICINITY MAP - NOT TO SCALE
JULY 2025



PRELIMINARY - NOT FOR CONSTRUCTION

2024 Overlay & Chipseal Projects

Staff recommends the awarding the professional services agreement for Coeur d'Alene Pedestrian Ramp Bidding to HMH Engineering

RESOLUTION NO. 26-003

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HMH ENGINEERING FOR THE DEVELOPMENT OF A BID PACKAGE FOR CONSTRUCTION OF PEDESTRIAN RAMPS TO MEET ADA REQUIREMENTS IN RECENT OVERLAY PROJECTS, IN AN AMOUNT NOT TO EXCEED \$38,020.00.

WHEREAS, the Streets and Engineering Director for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with HMH Engineering for the development of a bid package for construction of pedestrian ramps to meet ADA requirements in recent overlay projects, in an amount not to exceed Thirty-Eight Thousand Twenty and no/100's dollars (\$38,020.00), pursuant to terms and conditions set forth in said Professional Services 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 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 with HMH Engineering for the development of a bid package for construction of pedestrian ramps to meet ADA requirements in recent overlay projects, in an amount not to exceed Thirty-Eight Thousand Twenty and no/100's dollars (\$38,020.00), 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 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 6th day of January, 2026.

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 MILLER Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

was absent. Motion .

**PROFESSIONAL SERVICES AGREEMENT
For
COEUR D'ALENE PEDESTRIAN RAMP BIDDING**

THIS Professional Services Agreement is made and entered into this 6th day of January, 2026, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and HMH Engineers, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 3882 N. Schreiber Way, Suite 104, Coeur d'Alene, Idaho, hereinafter referred to as the "**CONSULTANT**."

W I T N E S S E T H:

WHEREAS, the **CITY** is required to bring pedestrian ramps into ADA compliance where streets are rehabilitated with an asphalt overlay and desires to retain the **CONSULTANT**, on the basis of qualifications and demonstrated competence, to develop a bid package for replacement of those ramps for ADA compliance; and

WHEREAS, it is deemed to be in the best interests of the **CITY** to retain the **CONSULTANT**; and

WHEREAS, the **CITY** intends to include necessary pedestrian ramp improvements in this year's projects; and

WHEREAS, the **CONSULTANT** and the **CITY** have reached this Agreement for Professional Services, according to the Scope of Services, Exhibit A hereto.

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, the **CONSULTANT** shall complete the Project, furnishing all services therefore according to Attachment 1. All services performed shall be of the high quality typically provided by members of the **CONSULTANT**'s profession.

SECTION 1. EMPLOYMENT OF CONSULTANT. The **CITY** agrees to engage the **CONSULTANT** and the **CONSULTANT** agrees to perform the services as described in Section 2 hereof.

SECTION 2. SCOPE OF SERVICES.

- A. The **CONSULTANT** shall perform the services described in Attachment 1.
- B. The **CONSULTANT** shall perform all the necessary ancillary services respecting the tasks set forth in Attachment 1.

C. The **CONSULTANT** shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement or any amendment to this Agreement.

D. The **CITY** will provide to the **CONSULTANT** all documents and full information as may be needed for the Project, including all items described in Attachment 1 which are within the **CITY**'s possession and control.

SECTION 3. PERSONNEL.

A. The **CONSULTANT** represents that it has or will secure at its own expense all personnel required to perform its services under this 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 **CONSULTANT** or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

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

SECTION 4. TIME OF PERFORMANCE. The services of the **CONSULTANT** shall commence upon execution of this Agreement by the **CITY** and shall be completed within sixty (60) days. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the **CITY** or for delays or other causes beyond the **CONSULTANT**'s control.

SECTION 5. COMPENSATION.

A. Subject to the provisions of this Agreement, the **CITY** shall pay the **CONSULTANT** a sum not to exceed Thirty-eight Thousand Twenty and no/100 Dollars (\$38,020.00), unless authorized in writing by the **CITY**.

B. Except as otherwise provided in this Agreement, the **CITY** shall not provide any additional compensation, payment, use of facilities, services, or other thing of value to the **CONSULTANT** in connection with performance of its duties under this Agreement. The parties understand and agree that administrative overhead and other indirect or direct costs the **CONSULTANT** may incur in the performance of its obligations under this Agreement

have already been included in computation of the **CONSULTANT**'s fee and may not be charged to the **CITY**.

SECTION 6. METHOD AND TIME OF PAYMENT. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month and certified by the **CONSULTANT**. Final payment shall be made thirty (30) days after completion of all work and delivery of final report.

SECTION 7. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause within the **CONSULTANT**'s reasonable control, the **CONSULTANT** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the **CONSULTANT** shall violate any of the covenants, agreements, or stipulations of this Agreement, the **CITY** shall provide the **CONSULTANT** a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the **CONSULTANT** fails to cure the deficiency, the **CITY** shall have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. Such written notice shall be provided to the **CONSULTANT** 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 **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property, and the **CONSULTANT** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

The **CONSULTANT** 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 8. TERMINATION FOR CONVENIENCE. The **CITY** may terminate this Agreement at any time by giving thirty (30) days' written notice to the **CONSULTANT** 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 **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property. The **CONSULTANT** 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 9. MODIFICATIONS. The **CITY** may, from time to time, require modifications to the Scope of Services described in Attachment 1. The type and extent of such services cannot be determined at this time. However, the **CONSULTANT** agrees to do such work as ordered in writing by the **CITY**, and the **CITY** agrees to compensate the **CONSULTANT** for such work accomplished by written amendment to this Agreement.

SECTION 10. NON-DISCRIMINATION. The **CONSULTANT**, with regard to the work 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 sub-consultants. The **CONSULTANT** shall not participate either directly or indirectly in the discrimination prohibited by Chapter 9.56, Coeur d'Alene Municipal Code.

The **CONSULTANT** shall include the provisions of this paragraph in every subcontract entered into for this Project. The **CONSULTANT** shall take such action with respect to any sub-consultant as the **CITY** may direct as a means of enforcing such provisions including sanctions for non-compliance.

SECTION 11. CHINESE OWNERSHIP CERTIFICATION. Pursuant to Idaho Code § 67-2359, the **CONSULTANT** 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 12. NO PUBLIC FUNDS FOR ABORTION ACT. Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

SECTION 13. ASSIGNABILITY. Neither party shall assign its duties or otherwise subcontract work or services under this Agreement without the prior written approval of the other party.

SECTION 14. INTEREST OF CONSULTANT. The **CONSULTANT** 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 this Agreement. The **CONSULTANT** further covenants that, in the performance of this Agreement, no person having any such interest shall be employed on the Work.

SECTION 15. FINDINGS CONFIDENTIAL. Any reports, information, data, etc., given to, or prepared or assembled by, the **CONSULTANT** under this Agreement which the **CITY** requests to be kept confidential shall not be made available to any individual or organization by the **CONSULTANT** without the prior written approval of the **CITY**.

SECTION 16. PUBLICATION, REPRODUCTION AND USE OF MATERIALS.

A. No material produced, in whole or in part, under this Agreement shall be subject to copyright by the **CONSULTANT** in the United States or in any other country.

B. 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 this Agreement. The **CONSULTANT** shall provide copies of such work products 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 the

Project or on any other project. Any such reuse or modification without written verification or adaptation by the **CONSULTANT**, as appropriate for the specific purpose intended, will be at the **CITY**'s sole risk and without liability or legal exposure to the **CONSULTANT** and the **CONSULTANT**'s sub-consultants. To the extent allowed by law, the **CITY** shall indemnify and hold harmless the **CONSULTANT** and **CONSULTANT**'s sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the reuse or modification without the **CONSULTANT**'s written verification or adaption of the Documents as appropriate for the specific purpose intended.

SECTION 17. JURISDICTION; CHOICE OF LAW. Any civil action arising from this 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 18. NON-WAIVER. The failure of the **CITY** or the **CONSULTANT** at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the **CITY** or the **CONSULTANT** thereafter to enforce each and every protection hereof.

SECTION 19. PERMITS, LAWS AND TAXES. The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement, including all necessary licenses and certifications for its employees. All actions taken by the **CONSULTANT** under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this Agreement.

SECTION 20. RELATIONSHIP OF THE PARTIES. The **CONSULTANT** shall perform its obligations hereunder as an independent contractor of the **CITY**. The **CITY** may administer this Agreement and monitor the **CONSULTANT**'s compliance with this Agreement, but shall not supervise or otherwise direct the **CONSULTANT** except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 21. INTEGRATION. This 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 this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

SECTION 22. HOLD HARMLESS.

A. The **CONSULTANT** shall save, hold harmless, indemnify, and defend the **CITY**, and 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 **CONSULTANT**'s

performance of this Agreement and not arising from the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain general liability insurance in at least the amount set forth in Section 24.

B. The **CONSULTANT** shall save, hold harmless, and indemnify the **CITY**, and its officers, agents, and employees, from and against damages or liability arising out of the **CONSULTANT**'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 **CONSULTANT**'s negligent performance of this Agreement, including but not limited to the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 24.

C. The **CITY** shall save, hold harmless, indemnify, and defend the **CONSULTANT**, and 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 **CITY**'s performance of this Agreement. To this end, the **CITY** shall maintain general liability insurance with at least the limits required by Idaho Code § 6-924.

SECTION 23. NOTIFICATION. Any notice under this Agreement may be served upon the **CONSULTANT** 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.: City Clerk

CONSULTANT:

Justin Shaw, PE
3882 N. Schreiber Way, Suite 104
Coeur d'Alene, ID 83815

In the event any changes are made to the authorized representatives or other information listed above, the **CITY** and the **CONSULTANT** agree to furnish each other timely, written notice of such changes.

SECTION 24. STANDARD OF PERFORMANCE AND INSURANCE.

A. The Services under this Agreement will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **THE CONSULTANT MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

B. The **CONSULTANT** shall maintain general liability insurance naming the **CITY**, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 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 performance of professional services, the **CONSULTANT** will use that degree of care and skill ordinarily exercised under similar circumstances by members of the **CONSULTANT**'s profession. Should the **CONSULTANT** or any of the **CONSULTANT**'s employees be found to have been negligent in the performance of professional services from which the **CITY** sustains damage, the **CONSULTANT** has obtained Errors and Omission Insurance with limits of at least five hundred thousand dollars (\$500,000.00). The **CONSULTANT** shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The **CONSULTANT** shall obtain and maintain auto liability insurance with limits in the amount of at least \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the **CONSULTANT** 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 the **CITY** prior to cancellation of the policy for any reason. In addition, the **CONSULTANT** shall promptly notify the **CITY** when the policy is canceled.

SECTION 25. SURVIVAL. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

SECTION 26. SEVERABILITY. In the event any provision of this Agreement, or a portion thereof, is held invalid or unenforceable by a court of competent jurisdiction, it is the intent of the parties that the remaining provisions, to the fullest extent possible, shall remain valid and enforceable.

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

CITY OF COEUR D'ALENE

ATTEST:

Woody McEvers, Mayor

Renata McLeod, City Clerk

HMH ENGINEERS, INC.

ATTEST:

(Printed Name)
(Title)

Secretary

EXHIBIT A

10/26/2025

DETAILED SCOPE OF WORK

CITY OF COEUR D'ALENE

PEDESTRIAN RAMP REPLACEMENT

Project Description

The City of Coeur d'Alene is improving ADA access at deficient curb ramps. HMH will develop a plan set to remove and reconstruct deficient ramps including ramps, curb, gutter, and sidewalk.

Project Description

For items or tasks left out or specifically not included in this scope, these services may be added as additional services at the City's request if they become necessary.

1. Geotechnical consulting is not included in this scope.
2. Environmental elements are not included in this scope.
3. Topographic and boundary surveys are not included in this scope.
4. Utility locates are not included in this scope.
5. This project will be developed using City of Coeur d'Alene and ISPWC Standards and details on 11" x 17" plan sheets.

Scope of Services

The scope is organized by the following tasks:

Task 1 Project Administration

Task 2 Design Plans

Task 3 Bidding/Coordination Meetings

Task 4 Construction Administration

Task 1 Project Administration

This will consist of the management of the project and involve administrative tasks that are required of the Consultant during the course of project development, including setting up and maintaining project accounting procedures, billing coordination, monitoring project budget, and general project coordination. Invoices will be submitted monthly via email in PDF format.

Task 2 Design Plans

HMH will develop a plan set including title, legend, key map, plan sheets, traffic control, and City of Coeur d'Alene/ISPWC/Idaho Transportation Department standard drawings. Special provisions will be developed for pedestrian ramp construction.

EXHIBIT A

Plan sheets will consist of two to four ramps per sheet. The ramps will be designed in plan view only without elevations. Sidewalk replacement will be estimated to ensure ADA compliance. Curb Ramp details from ISPWC and ITD will be included in the plan set.

Task 3 Bidding/Coordination Meetings

HMH will provide bidding support as necessary to the City of Coeur d'Alene. HMH assumes several agencies will be interested in the project. This scope provides time for HMH to attend two meetings.

Task 4 Construction Administration

HMH will administer construction of the new ramps. Each ramp will be inspected using ITD 0288 Curb Ramp Inspection.

PRESENTATIONS

ANNOUNCEMENTS

NEW BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: JANUARY 6, 2026

**FROM: TOM GREIF; FIRE CHIEF
MELISSA TOSI; HUMAN RESOURCES DIRECTOR**

**SUBJECT: COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS AGREEMENT (IAFF) AMENDMENT**

Decision Point: Should City Council approve the proposed amendments to the Coeur d'Alene Firefighters Local No. 710 IAFF Agreement, establishing a Division Chief rank and compensation, as well as the proposed "re-organizational structure"?

History: Approximately sixteen (16) years ago, we reallocated our hourly Division Chief/Emergency Medical Services position to an exempt Deputy Fire Chief. As a result, the Division Chief classification was ultimately removed from the Coeur d'Alene Firefighters Local No. 710 Agreement. However, in September 2020, post-COVID, Council approved a new EMS Officer classification within the financial plan, which classification is represented under the IAFF agreement. With the EMS Officer position currently vacant, and the upcoming retirements of two Deputy Fire Chiefs, as well as our Fire Chief, this allows the Department to reorganize based on the future needs of both the Fire Department and the City.

The current EMS Officer position is being restructured and is proposed to become one of the three divisional operations headed by a Division Chief (EMS/Training/Logistics). This Division Chief classification will be leveled at a converted 40-hour hourly Captain wage. Through attrition, we will refill the exempt Deputy Fire Chief classification with hourly Division Chiefs.

The following are the significant highlights regarding the amended agreement:

- Adding Division Chief classification and wage range;
- Adding Division Chief availability/on-call pay;
- Adding \$5.00 per hour paramedic stipend specific to the EMS Division Chief classification;
- Adding monthly HRA VEBA benefit for Division Chief classification.

Financial: Below are the annual base wages for the affected classifications.

- Deputy Fire Chief salary range: \$101,857 - \$143,270
- EMS Officer wage range: \$75,462 - \$116,043
- *Proposed* Division Chief pay range: \$82,867 - \$127,462

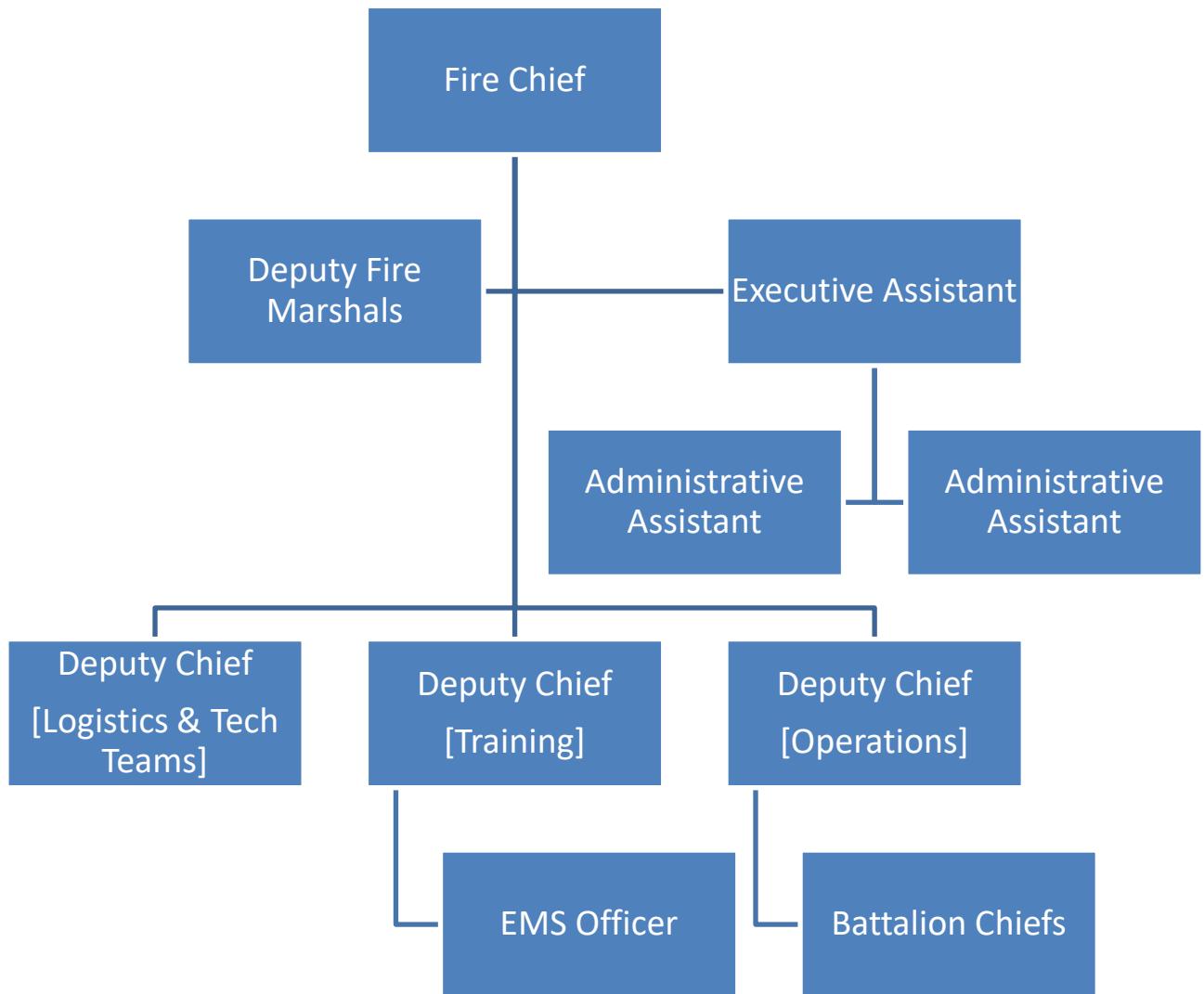
The Deputy Fire Chiefs currently receive administrative on-call compensation. The negotiated Division Chief availability pay will be more appropriate for an hourly position. The Division Chief classification will be eligible for overtime. Cost is anticipated to be minimal. There are cost savings in the current fiscal year due to the EMS Officer position being vacant since last Summer to help absorb costs. The staffing levels will need to be amended through the next budget process.

Performance Analysis: The proposed contract with the Fire Union was negotiated in good faith with the City, and the compensation and benefits included will provide an additional rank within the local. Due to the current EMS Officer vacancy and upcoming retirements of Deputy Fire Chiefs in January 2026 and June 2026, as well as Fire Chief in April 2026, the timing has created an opportunity to reorganize for the benefit of the department and the City. Current Deputy Fire Chiefs will stay in their classification and will be refilled as Division Chiefs through attrition. A Fire Department re-organization would be more in-line with fire service industry standards in comparison to other fire departments. We feel that a re-organization would also directly result in an increased interest by internal personnel during the recruitment process as it would provide a possible “pathway” back to line positions for personnel into the future.

Decision Point/Recommendation: City Council should approve the proposed amendments to the Coeur d'Alene Firefighters Local No. 710 IAFF Agreement, establishing a Division Chief rank and compensation as well as the proposed “re-organizational structure.”

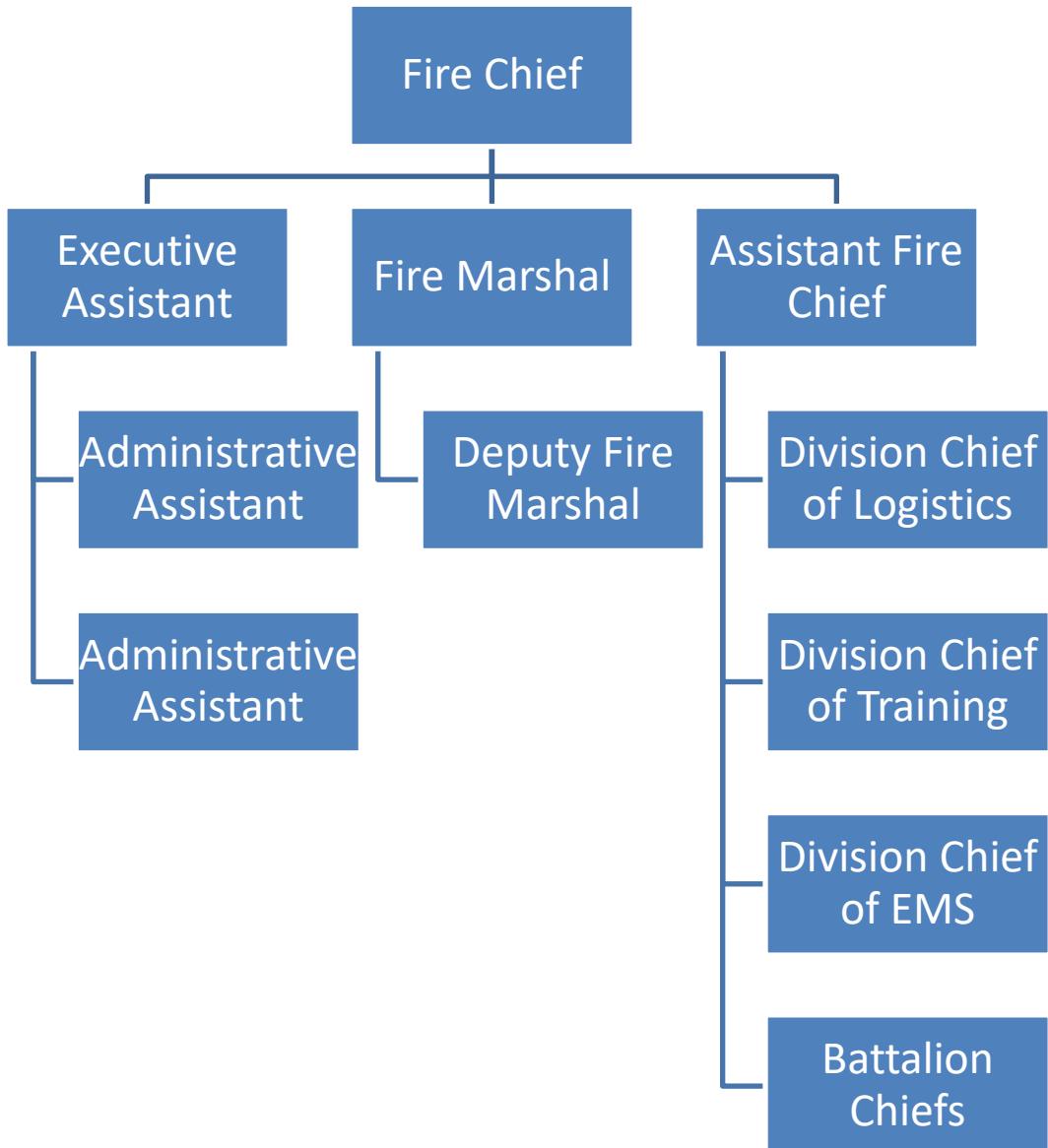


CURRENT COEUR D'ALENE FIRE DEPARTMENT ORG CHART





PROPOSED COEUR D'ALENE FIRE DEPARTMENT ORG CHART



RESOLUTION NO. 26-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH THE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) ESTABLISHING A DIVISION CHIEF RANK AND COMPENSATION, AS WELL PROVIDING FOR THE PROPOSED RE-ORGANIZATION STRUCTURE.

WHEREAS, pursuant to Resolution No. 24-071, adopted the 3rd day of September, 2024, the City of Coeur d'Alene approved a four-year Collective Bargaining Agreement with the Coeur d'Alene Firefighters Local No. 710, International Association of Firefighters (IAFF), effective October 1, 2024, through September 30, 2028; and

WHEREAS, the Human Resources Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve Amendment No. 1 to the Collective Bargaining Agreement with the Firefighters Local No. 710, International Association of Firefighters (IAFF), to restructure the Fire Department so that the EMS Officer becomes one of the three divisional operations headed by a Division Chief (EMS/Training/Logistics), pursuant to terms and conditions set forth in the Amendment, 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 approve such amendment.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve Amendment No. 1 to the Collective Bargaining Agreement with the Firefighters Local No. 710, International Association of Firefighters (IAFF) to restructure the Fire Department so that the EMS Officer becomes one of the three divisional operations headed by a Division Chief (EMS/Training/Logistics), 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 6th day of January, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER ENGLISH Voted

was absent. Motion .

AGREEMENT
AMENDMENT NO. 1

THIS AMENDMENT TO AGREEMENT is made and entered into this 6th day of January, 2026, by and between the CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, hereinafter referred to as the "CITY," and the COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the "UNION,"

WITNESSETH,

WHEREAS, the City and the Union entered into a labor agreement on September 3, 2024, adopted by the City Council pursuant to Resolution No. 26-004; and

WHEREAS, the Parties desire to amend the Agreement.

NOW, THEREFORE, effective January 7, 2026, the parties hereby mutually agree that the Agreement is amended as provided herein.

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ARTICLE 1. Purposes

It is the purpose of this Agreement to achieve and maintain harmonious relations between the CITY and the UNION, to provide for equitable and peaceful adjustment of differences that may arise and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 2. Term of Agreement

This Agreement shall be effective as of the first (1st) day of October 2024, and shall remain in full force and effect until the thirtieth (30th) day of September 2028. If a new agreement has not been reached between the CITY and the UNION upon expiration of this Agreement, this Agreement will remain in effect and unchanged until a new agreement is reached.

ARTICLE 3. Recognition

The CITY recognizes the UNION as the exclusive bargaining agent for all of the employees of the fire department, except the Fire Chief, Deputy Assistant Fire Chiefs, Fire Marshal, Administrative Assistant, and Executive Assistant. Current Classifications within the bargaining unit are recognized to be Division Chief, Battalion Chief, Captain, Engineer, Firefighter, EMS Officer, and Deputy Fire Marshal. Any position created that is not previously recognized as Exempt will be represented by the UNION.

ARTICLE 4. Union Security and Checkoff

SECTION 1. The CITY shall remit, by electronic funds transfer, to the UNION Treasurer, union dues and assessments within the seven (7) business days following a payday. Such dues and assessments or service charges are withheld from the pay of each employee. Each employee shall file a written authorization approving the deduction, and remittance, from his/her pay for said dues and assessments or service charges.

SECTION 2. The UNION shall indemnify, defend and save the CITY harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by the CITY for the purpose of complying with the sections of this article.

ARTICLE 5. City Security

SECTION 1. The UNION and the employees agree that during the term of this Agreement, they will not cause, encourage, participate in, or support any slow-down, strike, or picketing against the CITY or other interruption of or interference with the normal functions of the CITY. The UNION and the employees further agree that, during the term of this Agreement, no firefighter will recognize a picket line of any labor organization while in the performance of his/her official duties. Violation of this paragraph shall be grounds for disciplinary action.

SECTION 2. No employee will engage in outside employment that will adversely affect the performance of his/her duties or be a conflict of interest or a discredit to the City of Coeur d'Alene, in accordance with the Personnel Rules and Regulations in effect as of the date of this Agreement.

ARTICLE 6. Union Business

SECTION 1. Firefighters elected or appointed to local and state UNION offices shall be granted time off as specified herein, with pay, to perform their UNION functions. Reasonable notice shall be given when requesting time off to perform UNION functions; such notice shall be at least five (5) calendar days whenever possible. The CITY agrees to provide paid replacements for up to twelve (12) shifts each fiscal year for UNION functions when necessary to maintain staffing levels. After the CITY has provided twelve (12) shifts (or a total of two hundred eight-eight (288) hours) of paid replacements to maintain minimum staffing levels, additional time off shall be granted utilizing the shift exchange procedure provided by Article 14 of this Agreement. Reasonable notice shall be given when requesting time off to perform UNION functions. If authorized by the Chief, or Deputy Assistant Chief in the Chief's absence, additional UNION time may be given if it can be shown to be in the best interest of the department, the UNION and the CITY.

SECTION 2. In addition, for the purpose of handling situations that may arise through any and all grievance procedures involving meetings with the CITY and/or fire department that coincide with regular work days, the union member or members involved in representing the grievant(s) may receive twenty-four (24) hours of paid replacement per fiscal year. The union member(s) representing the grievant can only ask for this time when representing a member during grievance meetings or procedures with the CITY and or any meetings in which representation is asked for. Unused hours in this article shall not rollover to the next fiscal year.

ARTICLE 7. Discrimination

The CITY and the UNION agree not to discriminate against any employee for his/her activity in behalf of, or membership or non-membership in the UNION. The CITY and the UNION agree that there shall be no discrimination against any employee because of race, color, religion, gender, age, disability, sexual orientation, veteran status, national origin, or any other applicable legally protected status.

ARTICLE 8. Staffing

SECTION 1. It is agreed that the intent of this article is to have a minimum staffing level of seventeen (17) firefighters (ranks Firefighter through Battalion Chief) on duty and available for initial response. There shall be at least one Idaho State-licensed Paramedic per ambulance. For the purposes of this Agreement, a Firefighter is defined as a full-time employee of the Fire Department of the City of Coeur d'Alene, who the Fire Chief or his/her designee recognizes to be competent to efficiently and safely perform the duties of a Firefighter. In no case shall an employee be considered for minimum staffing level purposes until that employee has served at

least (4) months continuous service from the date of hire and has completed the City of Coeur d'Alene Fire Department Academy.

Starting at 0800 on Tuesday November 28th 2023 to 0800 on Saturday (4 consecutive 24hr shifts) minimum staffing shall be nineteen (19) firefighters (ranks Firefighter through Battalion Chief). The following week starting at 0800 on Monday to 0800 on Friday minimum staffing shall be nineteen (19) firefighters (ranks Firefighters through Battalion Chief). This will continue to alternate every week for the duration of the Agreement. The intent is to prevent personnel from having to switch assignments mid-shift.

SECTION 2. It is the intent that all stations will be staffed with a minimum of one fire apparatus. It is the intent that all fire apparatus should be staffed with a minimum of three firefighters, consisting of one Captain or acting Captain, one engineer or acting engineer, and one firefighter.

It is the intent that all ambulances should be staffed with a minimum of two firefighters each, one of whom shall be an Idaho State licensed Paramedic.

It is the intent that a Battalion Chief vehicle will be staffed with a minimum of one Battalion Chief or Acting Battalion Chief.

Anytime a fire apparatus leaves the CITY for mutual aid or the staffing falls below three (3), the Battalion Chief or Acting Battalion Chief, Deputy Assistant Chiefs, or Fire Chief will authorize off-duty personnel to be called back for extra duty.

The purpose of this article is to provide sufficient on-duty staffing to provide for safe and efficient fire suppression operations. Nothing in this article or Agreement shall limit the CITY's right to layoff for lack of funds.

SECTION 3. The purpose of this Section is to allow on-duty personnel the opportunity to attend the following functions outside the CITY limits:

1. School/classes
2. Conferences/Seminars

Prior to attending a function on-duty that falls outside the city limits, those personnel wishing to attend said function shall obtain the approval of their Battalion Chief or Acting Battalion Chief, Deputy Assistant Chief, or Fire Chief. No more than one station, regardless of the staffing levels, will be allowed to attend functions on any given day. The shift Battalion Chief, Deputy Assistant Chief, or Fire Chief, however, may allow that number to increase if they feel confident their area of responsibility is sufficiently covered. The Battalion Chief shall have the ability to cancel or recall on-duty personnel from attending a function if it is felt that attendance at said function will greatly delay the response back to the city limits as the result of weather conditions, an increase in emergency activity, or other circumstances.

ARTICLE 9. Prevailing Rights

All rights and privileges held by the employees at the present time which are not included in this Agreement shall remain in force and unchanged and unaffected in any manner.

ARTICLE 10. Entire Agreement

The terms and provisions herein contained shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous agreements or understanding, whether written, oral or implied. This Agreement may be amended only in a writing signed by both parties.

ARTICLE 11. Rules and Regulations

SECTION 1. All employees of the bargaining unit shall comply with all Coeur d'Alene City Fire Department Rules and Regulations, which by reference are incorporated herein and made a part hereof, including those relating to conduct and work performance; such rules shall not be applied in a discriminatory manner by either party. It is further recognized that the department rules and regulations shall be subject to the grievance procedure.

SECTION 2. Any changes in or updating of rules and regulations which affect employee rights or terms and conditions of employment shall be accomplished through mutual consent during the term of this Agreement.

SECTION 3. If mutual consent cannot be reached on a change in or updating of a rule or regulation, either party may initiate the grievance procedure at the council level.

ARTICLE 12. Grievance Procedure

SECTION 1. Grievances or disputes that may arise, including the interpretation of this Agreement, or as a result of the adoption of rules and regulations provided in Article 11, shall be settled in the following manner.

SECTION 2. The UNION may form a grievance committee that shall, from time to time, acquaint itself with grievances submitted to it by any firefighter governed by this Agreement. Such committee may, in the event it deems a grievance meritorious, refer the grievance to the Fire Chief, in accordance with the procedure provided in Section 3, for the purpose of correcting, rectifying and adjusting the grievance. In addition, the committee may submit grievances in all cases regarding the interpretation and application of this Agreement.

SECTION 3. The procedure for adjudicating grievances is as follows:

Step 1. The employee and/or the grievance committee shall discuss the grievance with the Deputy Assistant Fire Chief within forty-five (45) calendar days from the

occurrence thereof or the employee's knowledge thereof. The Deputy Assistant Fire Chief shall respond to the grievance no later than fifteen (15) business days after the grievance was brought to his attention.

Step 2. If the grievance remains unresolved, it must be stated in writing and presented to the Fire Chief no later than five (5) business days after the Deputy Assistant Fire Chief response, and the Fire Chief shall set a time and place for hearing the grievance presented by the representatives of the grievance committee, with or without the presence of the complaining employee, within five (5) business days after such grievance has been referred to the Fire Chief; but, in the event the Fire Chief is out of the city or away from duty at the time the grievance is referred to his/her office, then the Fire Chief shall, within five (5) business days following return to the city and/or assuming work duty, establish a time and place for hearing the grievance, with or without the presence of the complaining employee, as presented by the representatives of the grievance committee.

- A. The Fire Chief shall render a decision within five (5) business days after hearing the grievance as presented, but if the Fire Chief has not rendered a decision within said five (5) business days, the grievance will be deemed as a matter of law to have been rejected.
- B. The committee may appeal the Fire Chief's decision to the city council within five (5) business days, which must render a decision to be determined on an administrative basis within three (3) weeks after written notice of appeal has been filed with the council. The council may also take further testimony or make further inquiry as it deems proper. The decision of the Council shall be served on the appellant by mailing a copy to Local No. 710, at P.O. Box 2064, Coeur d'Alene, certified mail return receipt requested, or by personal service on an officer of Local No. 710.
- C. The Council and Committee may agree to mediation prior to arbitration. If the parties agree to mediation, time limits shall be stayed until at least one party advises the other that mediation has not been successful.

Step 3. The committee may appeal the council's decision to an arbitrator whose functions and procedure for appointment are as follows:

- A. The appeal of the council's decision must be filed with the city clerk within five (5) business days from the date of the council's decision.
- B. At the time of filing its notice of appeal, an arbitrator may be selected by mutual agreement of the CITY and the UNION. The arbitrator shall not be a member of the bargaining unit or an elected official or employee of CITY.

- C. If the parties cannot agree on an arbitrator, the parties shall, within twenty (20) working days of the filing of the notice of arbitration, send a joint written request to the American Arbitration Association for a list of five (5) arbitrators from which the parties shall select an arbitrator to hear and determine the grievance. The method of selection shall be by alternate striking of names on the list until only one (1) name remains. The one (1) remaining shall be the selected arbitrator. The party who strikes the first name shall be determined by the flip of a coin. Each party may, only once, strike the entire list and request a new list from the American Arbitration Association. Written notice of the appointment of the selected arbitrator shall be signed by both parties and mailed to said arbitrator within five (5) working days after selection.
- D. Upon the appointment of the selected arbitrator, as hereinabove provided, said arbitrator shall hold an arbitration hearing at the time and place selected by the arbitrator, but such hearing must be held within three (3) weeks from the date of the selection of the arbitrator, and the notification thereof. At the hearing, the laws of evidence of the state of Idaho shall apply and the hearing shall be conducted pursuant to the provisions of Title 7, Chapter 9 of the Idaho Code, and the terms and conditions of this Agreement. The arbitration may be continued by the arbitrator at the request of a party and upon a showing of good cause.

Step 4. The award of the arbitrator shall be binding upon the parties hereto and the award may be entered upon the records of any court having jurisdiction, except that each party shall retain the right to appeal as provided in the provisions of Title 7, Chapter 9, Idaho Code. Costs of arbitration, including the arbitrator's fee, shall be borne equally by the CITY and the UNION.

ARTICLE 13. Personnel Reduction

SECTION 1. In the case of personnel reduction, the employee with the most recent hire date with the Coeur d'Alene Fire Department shall be laid off first. All subsequent personnel reduction must be handled in the aforementioned manner.

SECTION 2. No new employees shall be hired until the laid-off employee has been given the opportunity to return to work. If the laid-off employee fails to respond to a registered letter within seven (7) business days, the CITY may assume the employee does not wish to return.

ARTICLE 14. Shift Trades/Changes

SECTION 1. Employees shall have the right to trade shifts when such trades do not interfere with the best interests of the CITY and the fire department. The Fire Chief or designee must first approve all such trades.

SECTION 2. Shift Transfers.

- A. When a shift vacancy exists, employees shall have the right to request a shift transfer by submitting a letter of interest to the Fire Chief or designee.
- B. Should the Fire Chief or designee determine there is a need to assign an employee to a new shift, the Fire Chief or designee will first consider transfer requests unless another work priority takes precedence.
- C. Should the Fire Chief or designee determine there is a need to assign an employee to a new shift and no transfer requests have been submitted, then an employee will be selected using reverse seniority.

SECTION 3. Whenever a permanent shift change occurs, the Fire Chief or Deputy Assistant Fire Chief must attempt to provide two weeks' notice to the affected firefighter. Furthermore, affected firefighters shall retain any approved vacation time. Vacation time is defined as the time you are relieved from your scheduled shift through your approved vacation time and up to the time you report for work on your next scheduled shift.

ARTICLE 15. Working Out of Classification/Precepting

SECTION 1. Upon completion of entry level firefighter probation, any fire department employee working out of classification must meet department qualifications to work in the higher classification to which he/she is assigned. Any fire department employee who successfully passes a promotional or qualifying examination and is currently on the eligibility list for the positions of Engineer, Captain and Battalion Chief, for a position or rank above the rank that he/she normally holds shall be paid ten percent (10%) for each rank above their current appointment when so assigned. If no one is available to meet the requirements, the Battalion Chief or designee will call back an employee that meets department qualifications. Promotional examinations or qualifying tests for the higher position or rank will be given on a biennial basis when an existing list is exhausted or when jointly deemed necessary by the Fire Chief and the UNION.

SECTION 2. Temporary assignment will be made based upon the recommendation of the Fire Chief.

SECTION 3. A currently certified Paramedic that is an assigned Preceptor by the EMS Officer shall be eligible for a Preceptor stipend of \$2.35 per hour while actively training a Paramedic preceptor. A Preceptor shall be qualified by education, training, and/or experience as determined by the EMS Officer.

ARTICLE 16. Sick Leave

SECTION 1. Sick leave with pay shall be granted to all probationary and regular employees within the competitive service, except those who work less than 1040 hours per year. Sick leave shall not be considered as a right that an employee may use at his/her discretion but shall be allowed only in case of necessity and actual personal sickness or disability. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor prior to, or within four (4) hours after, the time set for reporting to work or as may be specified by the head of the department. In those situations which have rendered the employee incapable of reporting as specified above, the employee shall report at the earliest possible time. When the absence is for more than three (3) shifts, the employee may be required to file a physician's certificate with the Human Resource Director and department head stating the date the employee is released fit for duty and any restrictions/limitations if released for light duty.

SECTION 2. Sick leave will also be granted in the event of an illness to a member of an employee's immediate family that requires the employee's presence to care for said family member. Immediate family is defined as spouse, child, brother, sister, mother, and father. A child is defined as the biological, adopted, foster, step child, or a child of an individual acting in the parent's stead who is under the age of eighteen unless an eligible dependent.

Three days/shifts are allowed without physician's guidance. To continue to use sick leave beyond three days/shifts, a physician's documentation is required stating the employee needs to care for the family member and the inclusive dates.

SECTION 3. Sick leave accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third wage disbursement. Sick leave shall be earned at twelve (12) hours per pay period for a fifty-six (56) hour a week employee, and at the rate of five (5) hours per pay period for a forty (40) hour a week employee. Unused sick leave may be accumulated to a total of not more than 1440 hours for employees who work a fifty-six (56) hour week and to a total of 720 hours for employees who work a forty (40) hour week. For the purpose of computing compensation for accrued sick leave at retirement provided for in Option Two of Section 6, sick leave shall be calculated as unlimited accrual.

SECTION 4. New Employees. In the first six (6) months of employment, new employees shall be entitled to use up to forty-eight hours of sick leave from the first day of work. Any sick leave used in excess of that which is actually accrued will result in a deduction from sick leave accrual until there is no longer a negative sick leave balance. If an employee separates from employment having used more sick leave than accrued, the employee shall be required to repay the CITY for such excess use, which amount shall be deducted from the employee's last paycheck to the extent possible.

SECTION 5. Parental Leave. In the first month following the birth or adoption of an employee's new child, the CITY agrees to allow employees to utilize 4 consecutive shifts of

paid sick leave. Additional use of sick leave will require physician's documentation. Parental leave shall only be taken in a single, continuous block of time, incremental leave is not permitted. FMLA eligibility is determined separately but parental leave will run concurrently with FMLA. Parental leave shall be requested in writing to Human Resources at least 30 days prior to the child's anticipated due/adoption date, absent unforeseeable circumstances.

SECTION 6. Conservative Sick Use. To be eligible for conservative sick use, employees must be employed and actively accruing sick leave for the entire quarter of the fiscal year. Fifty-six (56) hour a week employees shall receive six (6) hours of vacation for each quarter of a fiscal year in which they did not use any sick leave. Forty (40) hour a week employees shall receive four (4) hours of vacation for each quarter of a fiscal year in which they did not use any sick leave.

SECTION 7. Each employee shall select one of the following options for compensation of sick leave accrual:

Option One: Employees having accumulated more than one thousand four hundred forty (1440) hours of sick leave on the first day of the City's fiscal year, shall receive one (1) additional hour of vacation leave for every three (3) hours of sick leave forfeited the first pay period of the fiscal year. Employees receiving additional vacation credits in this manner may elect to be compensated at their hourly wage for up to seventy-two (72) hours of such additional vacation credits. Employees who have not accumulated one thousand four hundred forty (1440) hours of sick leave, or seven hundred twenty (720) hours for 40-hour employees, at the beginning of the City's fiscal year shall receive four (4) hours of vacation for each quarter of a fiscal year in which they did not use any sick leave. An employee who retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code shall be compensated for thirty-three and one third percent (33 $\frac{1}{3}$ %) of his/her accumulated sick leave at the time of retirement.

Option Two: Employees selecting this option shall not receive any yearly pay back for accrued sick leave. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code or the death of the employee, he/she or their beneficiary shall be compensated for forty-one percent (41%) of the employee's accrued sick leave hours.

Once an employee has selected one of the above options upon reaching eligibility, that selection may not be changed.

All employees receiving regular wages in lieu of temporary disability payments will no longer accumulate vacation and sick leave, and will no longer receive additional FLSA pay otherwise required under CFR § 553.201 Section 7(k), following sixty (60) days of disability.

SECTION 8. HRA/VEBA Employee Sick Contribution. In order to address post-employment medical and dental needs, once a fifty-six (56) hour a week employee reaches five hundred

(500) sick leave hours, or a forty (40) hour a week employee reaches three hundred twenty (320) sick leave hours, the fifty-six (56) hour a week employee shall contribute eight (8) hours of sick leave per month, and the forty (40) hour a week employee shall contribute four (4) hours per month, towards eligibility for the below HRA/VEBA flat monthly contribution based on the applicable rank the employee holds.

Employee Rank	October 1, 2024	October 1, 2025	October 1, 2026	October 1, 2027
Battalion Chief	\$325	\$336	\$348	\$360
Captain	\$299	\$309	\$320	\$331
Engineer	\$272	\$282	\$292	\$302
Firefighter	\$255	\$264	\$273	\$283
Deputy Fire Marshall	\$183	\$189	\$196	\$203
EMS Officer	\$183	\$189	\$196	\$203
<u>Division Chief</u>		<u>\$235</u>	<u>\$243</u>	<u>\$252</u>

If a fifty-six (56) hour a week employee is converted to a forty (40) hour a week employee due to a temporary Worker's Compensation injury or approved light-duty assignment, the employee shall contribute four (4) hours of sick leave per month towards eligibility for the HRA/VEBA monthly contribution. The HRA/VEBA monthly contribution will be four (4) hours multiplied by the employee's converted gross hourly wage. The employee must have a minimum of three hundred twenty (320) hours of accrued sick leave hours to be eligible.

ARTICLE 17. Worker's Compensation

An employee eligible for temporary time-loss payments under the Worker's Compensation Law (Idaho Code § 72-301 et seq.) shall not have lost duty time deducted from his/her sick leave until any of the following occur:

1. The employee is released for return to duty by a physician approved by the State of Idaho Industrial Commission; or
2. The employee receives a partial or total permanent disability rating; or
3. The employee retires from the City of Coeur d'Alene pursuant to Idaho Code; or
4. a. The employee remains unable to return to duty after one (1) year from the date of claim in the case of a bodily or physical injury or illness; or
b. The employee remains unable to return to duty after six (6) months from the date of claim for post-traumatic stress as defined in Idaho Code § 72-451.

Any time-loss payments received by the employee as a result of worker's compensation shall be paid to the CITY as long as the employee is continuing to receive full wage. Should the employee continue to be unable to return to work after six (6) months (or one (1) year, whichever applies from (4) above) from the date of claim, the CITY shall begin to charge the employee's sick leave account the difference between his/her base wage and the amount of time loss payments received by the CITY; such payments shall be credited to the employee's

sick leave account until the sick leave is exhausted or until one of conditions 1, 2, or 3 above occurs. The CITY shall continue to provide medical, dental and vision insurance coverage for the employee and eligible dependents during the first two years of an employee's disability retirement. All employees receiving base wages in lieu of worker's compensation payments will no longer accumulate vacation and sick leave following sixty (60) days of disability.

ARTICLE 18. Vacancies and Promotions

SECTION 1. When a vacancy occurs in any position represented by the UNION, it shall be filled upon official vacancy of the position. Filling of all vacancies shall be in accordance with rules and regulations set forth by civil service. The Fire Chief may request an examination based on civil service guidelines.

SECTION 2. Appointment to fill vacancies in rank or position may be made before but not later than sixty (60) days following civil service examination or from the established list.

SECTION 3. Employees covered under this Agreement transferring from a forty (40) hour per week schedule back to a fifty-six (56) hour per week schedule may be allowed to return to his/her previous rank upon an available opening and approval of the Fire Chief. The forty (40) hour per week employee may also test for any promotional eligibility lists in which they are qualified. Employees who did not start as a Firefighter must meet all qualifications of a Firefighter and pass the physical agility test to accept a fifty-six (56) hour per week assignment.

SECTION 4. Promotional testing will be given on a biennial basis. The Engineer testing process will occur in even numbered years and will be completed no later than May 31st. Captain and Battalion Chief testing process will occur in odd numbered years and will be completed no later than May 31st. Deputy Fire Marshal and [EMS Officer](#)[Division Chief](#) testing will occur on an as needed basis.

SECTION 5. Representation from the UNION will be included in the hiring process for the Fire Chief classification. The UNION representative shall be selected by the UNION President. The UNION representative shall be entitled to actively participate in the recruitment process determined by the CITY. The UNION recognizes that the City Administrator is vested with the sole authority to hire a Fire Chief.

ARTICLE 19. Bereavement Leave

SECTION 1. In the event of the death in the extended family of an employee and/or being in attendance at the relative's bedside, the fifty-six (56) hour employee shall be granted up to forty-eight (48) hours off with pay. Forty (40) hour employees shall be granted up to forty (40) hours off with pay. Immediate extended family is defined as spouse, child, mother, father, legal guardians, brothers, sisters, grandparents, and grandchildren of either spouse. Child is defined as the biological, adopted, foster, stepchild, legal ward or a child of an individual acting in the parent's stead. If an employee is on scheduled time off at the time bereavement occurs,

bereavement leave shall be paid and the time off shall not be charged to accrued leave until bereavement leave is exhausted.

SECTION 2. Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave. An extension of such leave or time taken off for the illness of an immediate family member that does not result in death shall be charged to sick leave, vacation, and/or comp time as the employee requests in accordance with applicable policies.

ARTICLE 20. Insurance Coverage

SECTION 1. The CITY agrees to provide a medical insurance program for the employee and eligible dependents. One hundred (100%) percent of the employee's medical insurance premium will be borne by the CITY for single employee plan coverage only. Employees shall pay a minimum of 10% of the total employee selected medical insurance premium when including eligible dependents on the medical plan and when premiums change, the employee shared premium adjustment will be made accordingly.

If dependent premium increase quotes from the insurance companies are 5% or less over the previous year, the CITY will cover the increase in premium in its entirety. If dependent premium increase quotes from the insurance companies are greater than 5% over the previous year, the CITY will cover the initial 5% and the employee will be responsible for up to the next 2%. If the premium increase is above 7%, the following will be implemented in an attempt to reduce the increase in premium cost in the following order:

1. The CITY is authorized to increase the medical plan co-pays at a rate not to exceed \$5.00 per visit each fiscal year.
2. If the co-pay increases for emergency room, doctor's visits or prescriptions are not sufficient to reduce the premium increase cost to the CITY to 5% or less, the employee shall also pay 25% of the premium net increase.
3. If this does not reduce the CITY's responsibility of the premium increase to 5% or less, the medical insurance review committee, hereafter referred to as "Committee," will be "activated" to review possible changes or alternate plans. The medical plan and the employee contribution amount will stay the same until completion of the Committee review.
4. Any savings in premiums greater than 2% of the previous year's premium will be reallocated through the Health Reimbursement Arrangement (HRA/VEBA) to all benefited full-time employees.

The Committee shall consist of four members. There shall be one member from each of the following four employee groups: Lake City Employee's Association, Fire Union, Police Association, and non-represented employees. The members shall be selected by their respective employee group and shall be active dues paying members where applicable. Each

Committee member has one (1) vote. The Committee's goal is to work in good faith to research options which may reduce or maintain the medical premiums and/or options which may increase the employee's contribution toward the total family premium such that the total family premium cost increase to the CITY is 5% or less over the previous year. A decision by the Committee shall be made by September 1st of the year in which the Committee is activated. The decision reached by majority vote will be implemented October 1st. If consensus is not reached or the UNION does not agree with the majority, this Agreement will reopen immediately for negotiations relative to compensation including wages, Health Reimbursement Arrangement HRA/VEBA, Medical Insurance, and other insurance benefits. The UNION and the CITY agree to bargain in good faith to reach an agreement on or before September 30th.

SECTION 2. If the employee elects to opt out of the CITY's medical insurance plan, the employee's premium on the selected medical insurance plan that the CITY would have paid for single coverage will be placed in the employee's HRA/VEBA. Proof of other medical insurance, not provided by the CITY, must be provided by the employee.

SECTION 3. Vision Insurance: The CITY agrees to pay one hundred percent (100%) of the premium costs for family vision coverage.

SECTION 4. The CITY agrees to contribute One Thousand Dollars (\$1,000.00) annually for an individual employee deductible and Two Thousand Dollars (\$2,000.00) annually for an employee family deductible into the employee's HRA/VEBA plan. The contribution will be deposited into the employee's HRA/VEBA plan on a monthly basis with the applicable deductible contribution divided by the applicable months of eligible coverage.

SECTION 5. The CITY will contribute \$75.00 per month to the employee's HRA/VEBA plan.

SECTION 6. IAFF Health and Wellness Trust (IAFF HWT): At present, the parties have agreed that members of the fire department shall remain participants in the CITY's health insurance program. However, the UNION continues to consider a transition of fire department members to health insurance coverage through the IAFF Health and Wellness Trust. Accordingly, the CITY and the UNION will meet annually before August 1 to consider the feasibility of such transition. In determining feasibility, the parties shall consider, among other relevant factors, revenues due to closure of an urban renewal district, and any changes in the cost of the CITY's medical insurance costs. The parties agree that any request for transition will be considered and negotiated in good faith.

SECTION 7. Life Insurance: The CITY agrees to provide life insurance for employees and dependents as follows:

- Employee Life Insurance \$50,000.00
- Dependent Life Insurance \$1,000.00
- Accidental Death, Employee only \$50,000.00

SECTION 8. Disability Insurance: The CITY agrees to pay one hundred percent (100%) of the premium for disability insurance, which would provide a disabled employee, after sixty (60) days of lost time or duration of accrued sick leave, whichever is greater, sixty percent (60%) of base wage to the Social Security normal retirement age. It is understood and agreed that affected employees could receive pro-rated vacation leave benefits, if available from the employee's vacation leave account, to maintain base wage after insurance payments begin. It is not the intent of this section to provide the employee with any benefit that would result in the employee being compensated in any manner in excess of 100% of the employee's base wages. All employees continuing to receive base wages in lieu of disability insurance payments, but not actively working for sixty (60) consecutive days, will no longer accumulate vacation and sick leave.

SECTION 9. Dental Insurance: The CITY agrees to pay one hundred percent (100%) of the premium costs for family dental coverage.

SECTION 10: An employee who retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code may elect to remain on the CITY's group medical, dental and vision insurance plans. Such election must be made as prescribed by Federal law at the time of the employee's retirement. Employees who so elect shall be responsible for paying the applicable premium on or before the first day of each month in order to continue receiving this benefit. Any employee who elects to terminate his/her insurance coverage or who fails to make timely premium payment shall not be allowed to re-enroll. No new dependents may be added to the employee's coverage following retirement.

SECTION 11. The CITY agrees ever year to provide a voluntary NFPA 1582 medical physical to employees. All results are confidential and retained by the employee.

ARTICLE 21. Holidays

SECTION 1. All fifty-six (56) hour employees covered by this Agreement shall be entitled to eleven (11) holidays, for a total of two hundred sixty-four (264) hours. Forty (40) hour employees would receive a total of eighty-eight (88) hours. Eligible holidays are as follows:

New Year's Day
Martin Luther King Jr. Day (Idaho Human Rights Day)
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day following Thanksgiving
Christmas Eve
Christmas Day

For forty (40) hour employees, if December 24th falls on a Saturday or Sunday, the preceding Friday shall be observed. Also, the Mayor may proclaim other holidays. For fifty-six (56) hour employees, pay for each holiday shall be the individual's base wage at the time of the holiday. It shall be paid on or before December 1st of each year for the entire preceding calendar year. Forty (40) hour week employees shall normally not work on a holiday and shall not receive extra holiday compensation. If required to work on a holiday, such employees shall be paid in accordance with Article 21.

ARTICLE 22. Work Schedule/Overtime

SECTION 1. Work Schedule

- A.** Designated work period and workday: The agreed upon work period for line staff is an average of fifty-six (56) hours a week, including meal periods. The agreed upon work period for administrative staff is forty (40) hours a week, excluding meal periods, Monday through Friday.

The work schedule for fifty-six (56) hour employees is a 48/96, twenty-four (24) hours on, twenty-four (24) hours on, ninety-six (96) hours off. The 48/96 shift schedule is a three-platoon system in which each employee will work two consecutive twenty-four hour shifts for a total of forty-eight hours (48) and have ninety-six (96) consecutive hours off duty (XXOOOOXXOOOO).

- B.** A shift for line staff will consist of a 24-hour work period. A set will consist of two consecutive 24-hour work periods.
- C.** No member shall work more than 72 consecutive hours without the Fire Chief's or designee's approval. Likewise, no member shall be required to work more than 72 consecutive hours, unless there is a mutually agreed upon (between FD Administration and UNION) fire department emergency.
- D.** In the event that a shift is scheduled to work both December 24th and December 25th the same year, the shift assigned to work on December 23rd will be reassigned to work December 24th. The shift originally scheduled to work on December 24th will be reassigned to work on December 23rd.
- E.** The FLSA work cycle shall be a 14-day cycle. Beginning January 1st, 2023.

SECTION 2. Overtime

- A.** Overtime shall consist of authorized work in excess of the number of hours in any scheduled work period or in excess of the maximum number of hours permitted by U.S. Department of Labor Regulations for a twenty-four (24) day work period. Scheduled Vacation Leave and Sick Leave taken shall be considered as hours worked for purposes of determining eligibility for overtime

pay required by Department of Labor Regulations implementing the Fair Labor Standards Act. Overtime of less than fifteen (15) minutes in any workday shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest half hour.

- B. All overtime shall be authorized by the Fire Chief or designee.
- C. Constant staffing: Constant staffing pay is provided to all employees who are called back to work in a minimum staffing position as described in article 8. This is within the definition of overtime under the FLSA.
- D. Overtime: Overtime pay is provided to all employees who are required to perform extra duties that are not minimum staffing. This is within the definition of overtime under the FLSA.
- E. Special events: Special event pay is provided to all employees who are required to work assignments at special events. This is within the definition of overtime under the FLSA.

SECTION 3. Method of Compensating for Overtime Work

- A. Regular rate is defined as the employee's hourly rate which includes base rate, education, EMT (I, A, P), Firefighter (I & II), and Senior Status. If any other specialty pay or incentive pay categories are created, they will be included in the regular rate.
- B. Constant staffing pay will be paid at one and one-half (1.5) times the employee's regular rate.
- C. Overtime pay will be paid at one and one-half (1.5) times the employee's regular rate.
- D. Special event pay will be paid at two and one-tenth (2.1) times the employee's regular rate (method of compensation is based on converting the 56-hour a week wage to a 40-hour a week wage).
- E. An employee called to work for constant staffing at a time other than their scheduled work shift shall be credited with a minimum of three (3) hours at the constant staff wage, unless such time shall be continuous with their scheduled work day, in which case the employee shall be paid for the actual constant staffing worked to the nearest half hour, at the constant staffing wage.
- F. An employee called to work for call back assignments at a time other than their

scheduled work shift be credited with a minimum of three (3) hours at the overtime wage, unless such time shall be continuous with their scheduled work day, in which case they shall be paid for the actual overtime worked to the nearest half hour, at the overtime wage. All other extra duty assignments will be paid at overtime wages to the nearest half hour as previously described in Section 2.

- G. For the purpose of computing overtime, an employee absent on authorized jury leave with pay shall be considered to have worked their scheduled work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

SECTION 4. Wildland Project Fires/FEMA activations

- A. The CITY will pay any Fire Department Employee who leaves the CITY under the auspices of the Idaho Department of Lands (IDL), the United States Forest Service (USFS) or FEMA as part of a Wildland firefighting crew under the following guidelines:
- B. The employee will be paid from the time they leave a City of Coeur d'Alene Fire Station until they return to a City of Coeur d'Alene Fire Station (portal to portal).
- C. They will be paid straight time for their normally scheduled shifts and twenty-four (24) hours of overtime pay on their days off.
- D. The employee will be paid by the CITY and retain all benefits and insurance.
- E. The CITY will be reimbursed, through contract, by IDL, USFS or FEMA
- F. This will hold true if the employee leaves as part of an apparatus crew or as a single resource.

SECTION 5. Compensatory Time

- A. At the request of any employee, the Fire Chief may provide that, in lieu of cash payment for overtime, he/she may be allowed compensatory time off, computed at the rate of one and one-half times each hour of overtime worked.
- B. Any such time off shall be taken at a time mutually agreed upon by the employee and the Fire Chief or designee.
- C. In no event shall the fifty-six (56) hour employee accumulate more than four hundred eighty (480) hours of compensatory time. Hours generated over four hundred eighty hours must be immediately paid as overtime.

- D. Members of the Honor Guard, department band, and department Peer support team, shall be given three (3) hours of compensatory time per month when they are an active participant of the team. The lead member of each team shall provide a roster of active members to the Fire Chief and Human Resources Director biannually, by October 1 and April 1, to confirm members eligible for compensatory time. Membership in the Honor Guard shall be limited to twenty (20), membership in the Department band shall be limited to six (6), and membership in the department Peer support team shall be limited to ten (10). A member of the department Peer Support Team must hold a current certification in peer support. If any member is no longer active on a team for any reason, the Fire Chief and Human Resources Director shall be notified by the lead member immediately. A member may use this time at the employee's discretion, but may use this time in lieu of shift trades when staffing levels allow.
- E. All regular employees who terminate employment, whether voluntarily or involuntarily, shall be paid, at their regular rate in a lump sum, all accrued compensatory time earned prior to the effective date of termination. In the event of the death of the employee, the employee's designee shall be paid all accrued compensatory time.

SECTION 6. Assignment of Overtime

- A. Overtime work shall be distributed as equally as practical among employees.

ARTICLE 23. Vacation

SECTION 1. All employees in the competitive service shall be entitled to vacation leave with pay. Eligible employees, who work less than full-time, but more than one thousand forty (1040) hours during a fiscal year, shall accrue vacation on a pro-rated basis. For purposes of computing vacation leave, a working day for forty (40) hour employees shall be considered eight (8) hours and for fifty-six (56) hour employees, a shift shall be twenty-four (24) hours. Employees may take vacation leave in the amount of days accumulated at the time of such leave; provided that for good cause shown and upon prior approval from the Human Resource Director, an employee may advance vacation in the amount not to exceed five (5) additional days/shifts. Forty (40) hour a week employees may accumulate three hundred twenty (320) vacation leave hours and fifty-six (56) hour a week employees may accumulate three hundred sixty (360) hours.

SECTION 2. Insofar as is practical, employees will be scheduled for periods of annual leave based upon their preference and in order of length of tenure with the fire department. Two (2) employees will be allowed to be on scheduled vacation leave, regardless of staffing levels, at any one time. If minimum staffing levels increase to twenty (20) or more fifty-six (56) hour employees per shift, one additional employee will be allowed to be on scheduled vacation leave, regardless of staffing levels. Any deviation from the schedule, once prepared, must be

approved by the Fire Chief or designee. Vacations shall be approved and authorized at the discretion of the Fire Chief or designee.

SECTION 3. All regular employees who terminate employment, whether voluntarily or involuntarily, shall be paid, at their regular rate, in a lump sum, all accrued vacation leave earned prior to the effective date of termination. In the event of the death of the employee, the employee's designee shall be paid all accrued vacation time.

SECTION 4. Vacation accruals will be earned over twenty-four (24) pay periods rather than twenty-six pay periods. This means in the two months in which employees receive three wage disbursements, employees will not receive accruals on the third wage disbursement. Accumulation of vacation time shall be computed monthly. A forty (40) hour employee who has accumulated vacation time in excess of three hundred twenty (320) hours or three hundred sixty (360) hours for fifty-six (56) hour employees, as of the first day of the CITY's fiscal year, shall forfeit such excess accumulation at that time, unless otherwise specifically approved by the city administrator. Vacation leave shall be earned in accordance with the following schedule and shall be credited in arrears.

Employees working a fifty-six (56) hour designated work period will accrue the following vacation hours:

1. 1st through 5th year of service: 9 hours
2. 6th through 10th year of service: 10 hours
3. 11th through 15th year of service: 11 hours
4. 16th through 20th year of service: 12 hours
5. More than 20 years of service: 14 hours

Employees working a forty (40) hour designated work period will accrue the following vacation hours:

1. 1st through 5th year of service: 6 hours
2. 6th through 15th year of service: 8 hours
3. 16 or more years of service: 10 hours

ARTICLE 24. Wages

SECTION 1. At the beginning of the pay period that includes October 1, the minimum and maximum base wage compensation schedule for each year of the Agreement is attached hereto as Appendix A. The City will provide a wage adjustment increase according to the following schedule:

Fiscal Year 24/25:	3.5%
Fiscal Year 25/26:	3.5%
Fiscal Year 26/27:	3.5%
Fiscal Year 27/28:	3.5%

It is further understood and agreed that wages have been established based, in part, upon U.S. Department of Labor Regulations establishing maximum allowable work hours during varying work periods. The CITY and the UNION agree to meet and adjust wages should any substantive change to these regulations concerning the maximum allowable work hours be promulgated by the U.S. Department of Labor.

SECTION 2. The CITY agrees to provide a payroll deduction for the collection of the food allowance payable per Article 4, Union Security and Checkoff.

SECTION 3. When promoted, all fire department promotions will receive a ten percent (10%) promotional increase based on their current base wage and are eligible for a five (5%) percent increase or to the maximum wage of the classification, after twelve months with a standard or above evaluation. Thereafter, the effective date of the promotion becomes the new anniversary evaluation date and the employee will be eligible for service time increases as outlined in Section 4 until compensation equals service time.

SECTION 4. Service Time: Service time increases will occur with a standard or above performance evaluation and are outlined in Appendix B.

Employees who do not reach the maximum of the wage range after receiving all eligible service time increases shall continue to be reviewed annually and receive up to a five (5%) percent increase until maximum wage of the classification is reached as long as the overall performance evaluation is rated as standard or above.

If a service time increase is not approved at the time the employee is eligible, the employee's service time dates will be adjusted accordingly once employee is approved for the increase. Service time increases must be at least 12 months apart.

SECTION 5. Education, License, Certification Pay. It is agreed that department employees who have earned an advanced Idaho State Emergency Medical Technician (AEMT) or Paramedic license, or degrees reasonably related to their job function from accredited colleges or have obtained certification either prior to being employed with the CITY or after date of hire, shall be paid an additional amount based upon the following schedule.

Incentive Pay	Hourly Rate	FTE Hours
Associate Degree	\$.19	56 & 40 hour employee
Bachelor's Degree	\$.37	56 & 40 hour employee
Master's Degree	\$.47	56 & 40 hour employee
AEMT	3% of firefighter maximum	56 hour employee
AEMT	4.2% of firefighter maximum	40 hour employee
Paramedic	13% of firefighter maximum	56 hour employee
Paramedic (excludes Division Chief)	18.2% of firefighter maximum	40 hour employee
<u>EMS Division Chief – Paramedic</u>	<u>\$5.00 per hour</u>	<u>40 hour employee</u>
Firefighter I	\$.08	56 & 40 hour employee
Firefighter II	\$.10	56 & 40 hour employee

Paramedic School Reimbursement. \$300.00/month (paid to personnel assigned to paramedic course by the department and after successful completion and certification, this is a one-time lump sum not to exceed \$4,200.00 per student.) This sum shall be awarded upon successfully passing the National Registry of Emergency Medical Technicians Paramedic test.

If an employee voluntarily separates from the CITY's employment within four years of receipt of the paramedic certification reimbursement stated above, he/she agrees to reimburse the CITY as follows:

- 100% reimbursement within year 1
- 75% reimbursement within year 2
- 50% reimbursement within year 3
- 25% reimbursement within year 4

Firefighter Certification Pay. Employees are not eligible for firefighter certification pay if the employee is otherwise eligible for an educational incentive or once eligible for Senior Status pay.

SECTION 6. Senior Status: All employees who meet the following requirements shall be awarded Senior Status. Employees achieving Senior Status shall receive a five percent (5%) increase in base wage.

Mandatory Requirements:

1. Must have five (5) completed years of service time with the Coeur d'Alene Fire Department.
2. The member requesting Senior Status will provide necessary documentation on the Senior Status form to the Fire Chief or designee for review to determine eligibility. The Fire Chief or designee shall, within 10 business days of receiving the Senior Status form, shall approve and date the form and forward the documented approval to Human Resources for wage increase implementation. The effective date shall be the beginning of the following pay period once submitted by the Fire Chief or designee. The Peer Fitness Trainers shall record and provide the Physical Fitness test results to the Fire Chief or designee. Human Resources shall be notified if a member is no longer eligible by the Fire Chief or designee.
3. Employees receiving Senior Status must receive standard or above performance evaluations. Employees who receive a below standard evaluation shall lose Senior Status. The five percent (5%) increase will be discontinued and only reinstated on the date the employee's standard or above performance is re-established. Employees who receive a below standard evaluation shall be re-

evaluated quarterly, however, employees shall not have their Senior Status reinstated until their next annual standard or above performance evaluation.

4. If an employee is placed on disciplinary probation, the senior level pay will be removed on the disciplinary probation effective date and only reinstated once an average or above performance evaluation is established at the end of disciplinary probation. Eligibility for reinstatement is determined by the department and submitted to Human Resources for wage increase implementation using the first day of the beginning of the next pay period following the Chief's or designee's approval date.
5. Employees must pass the adopted Physical Fitness Standard in the initial year of eligibility. From the onset of Senior Status, the member must pass the Physical Fitness Standard three (3) out of every five (5) years. There must be a minimum of 12 months between passed tests. The Physical Fitness Standard shall be offered quarterly and may be taken multiple times in a single year. The Physical Fitness Standard shall be administered by the Coeur d'Alene Fire Department Peer Fitness Trainers and will be Combat Challenge in nature and consisting of the following:
 - a. Hose Drag (100' 1 3/4") Drag charged hose 100'
 - b. Hose Bundle (50' 2 1/2") Carry hose to the third story of the Training Tower
 - c. Hose Raise (50' 2 1/2" Donut roll) Raise hose with rope to the third floor
 - d. Forcible Entry prop - Use plastic sledge hammer to move sled 36"
 - e. Dummy Drag - Drag Adult Dummy 100'

Full personal protective equipment will be worn throughout the test.

The events must be completed consecutively and all events must be completed in no more than five (5) minutes and thirty (30) seconds.

6. Employees must complete a yearly NFPA 1582 medical physical as described in Article 19, Section 11. All results are confidential and shall be retained by the employee.
7. If an employee wishes to be reinstated in a vacancy in the same rank from which employee was separated, employee must successfully complete and pass both 5 & 6 above, the adopted Physical Fitness Standard and the NFPA 1582 medical physical.

Elective Requirements: Employees must complete and maintain 3 of the following requirements to receive Senior Status.

- o Active member of a special team: Idaho Technical Rescue Team (ITRT), Wildland, Canine, SWAT Medic
- o 2 Call Backs per year
- o 250 logged training hours per year
- o Completion of job-related National Fire Academy class, on campus in Emmetsburg Maryland, in the past 2 years
- o Mobile Santa
- o MDA Fill the Boot, MDA Lock up, MDA Summer Camp
- o Canned Food drive
- o Any other Official Local 710 volunteer/community service activities
- o Public Service Announcements
- o Fire Prevention Week
- o BMX helmet safety day
- o Participation in Reading Programs - Library, Schools, etc.
- o Career Day Presentations
- o Community Service on Boards - School, NIC, Fire District Commissioner, Red and Blue Foundation, etc.
- o Big Brothers/Big Sisters or Youth Mentor program
- o Red and Blue Foundation Activities
- o Member in Service Club - Kiwanis, Rotary, Toastmasters, etc.
- o Roadside Clean up
- o CDAFD Honor Guard Activities
- o CDAFD Pipes and Drums
- o Stair Climb
- o Cadet program lead
- o EMT/ Paramedic class instructor
- o FF1/FF2 class instructor
- o Youth sports coach
- o Blood donation
- o Wine Women and Shoes
- o GALLERI test
- o Mental Health wellness exam
- o Peer fitness trainer
- o Peer Support member
- o Annual Peer Fitness exam
- o Filling 18 hours of event time
- o Salvation Army bell ringing
- o Scouting Leader
- o Member of Coeur d'Alene City Committee - CitiFit, Celebrations, etc.
- o Any other Volunteer Activities Approved by the Fire Chief or designees, for example Quartermaster, GIS, Pre-Plan, etc.
- o Other activities may be approved by the Fire Chief after consultation with the City Administrator on a case-by-case basis.

ARTICLE 25. Division Chief Availability/On-Call Pay

The Division Chief's shall be available and "on-call" on a rotational basis. The Chiefs agree to be reachable and capable of responding within 30 minutes and shall be available after regular work hours from Monday at 5 p.m. until the following Monday at 8 a.m. The Fire Chief will assign the on-call schedule and will be assigned as equally and practical among Division Chief's.

It is agreed the Division Chief's designated as being "on-call" shall be compensated at \$4.25 per hour for each "on call" hour that falls outside of regular working hours Monday through Friday.

When a member is on-call and is "activated" to respond to a call-out, overtime or comp-time shall be paid at one-and-one-half (1-½) times the hourly rate. It is also agreed that when an employee is required to report to work on a regularly scheduled day off, a minimum of three (3) hours of pay at overtime or comp-time rates shall be paid. However, if an employee is called out within three hours of their regular start time, only the time worked up to the start time will be paid at an overtime or comp-time rate. Callout availability/ on-call pay will not be paid for the hours that an employee is "activated" and performing work activities.

ARTICLE 265. Job Description

SECTION 1. It is the purpose of this Article to keep the duties of firefighters covered under the terms of this Agreement in accordance with duties recognized as those of professional firefighters. It is agreed that the job descriptions for positions covered by this Agreement, and attached as Appendix C, shall be recognized as the official job duties for those positions. Any change in job description shall be mutually agreed upon.

SECTION 2. No employee covered by the terms and conditions of this Agreement shall be required to function as a commissioned peace officer or carry firearms without their consent.

ARTICLE 276. Residency

There will be no residency requirement for any employee.

ARTICLE 287. Uniforms and Protective Equipment

The CITY shall provide, at no expense to the UNION or the employee, any and all uniforms, protective equipment or other equipment or clothing required by the CITY. It is further agreed that all replacement of said uniforms and protective equipment shall be made on an as-needed basis. The employees shall be liable for replacement of any and all equipment and uniforms which are damaged due to negligence and/or improper care. It is the intent of the UNION and the CITY that the quality of said uniform and protective equipment will be such as to provide reasonable and adequate safety protection.

ARTICLE 298. Tuition Reimbursement

The CITY agrees to reimburse employees, at the highest in-state undergraduate tuition rates for public education institutions in Idaho, one hundred percent (100%) with an "A" or "B" grade and eighty percent (80%) with a "C" grade of the cost of tuition and/or registration fees for any job-related courses taken on the employee's own volition. In order to qualify for tuition reimbursement, the course must be recommended by the Fire Chief and approved in advance by the Human Resources Director prior to the start of the course.

The CITY agrees to reimburse employees one hundred percent (100%) of the cost of tuition and/or registration fees for any approved job-related course, which is required of the employee, upon satisfactory completion of the said course. The Human Resources Department shall dedicate \$5,000 annually for the potential reimbursement of Fire Department employees for this program. In the event the entire \$5,000 is not used by the end of the fiscal year, the remaining balance will be transferred to the Fire Department's training budget as an addition to, not in lieu of, the department's training budget and shall be used for training during the following fiscal year.

If an employee voluntarily separates from the CITY'S employment within two years of receipt of tuition reimbursement, he/she agrees to reimburse the CITY in full for the total amount of tuition reimbursement paid by the CITY to the employee.

ARTICLE 3029. Management Rights

The rights of the CITY include, but are not limited to, the right to manage the affairs of the CITY and to direct its working forces, the right to set standards of service, the right to hire and determine the procedures and standards of selection for employment and promotion, the right to discipline or discharge for just cause, the right to lay-off for lack of work or funds, the right to make rules and regulations governing conduct, the right to subcontract work (when it is not feasible or economical for the CITY employees to perform such work), together with the right to determine the methods, processes and manner of performing work, except to the extent that these rights have been specifically abrogated by the terms of this Agreement. The CITY, in exercising these functions, will not discriminate against any employee because of his or her membership in the UNION.

ARTICLE 310. Savings Clause

If any provisions of this Agreement, or the application of any provision, should be rendered or declared invalid by any court action or by reason of existing or subsequently-enacted legislation, the remaining part or portions of this Agreement shall remain in full force and effect.

ARTICLE 321. Post-Employment Health Care

SECTION 1. To help offset the rising costs of health care and to aid retirees in obtaining health insurance, the CITY agrees to research alternate post-employment health insurance plans that will be made available at the employee's sole expense to any employee who retires from the City of Coeur d'Alene pursuant to Idaho Code.

SECTION 2. The CITY agrees to allow members of the UNION to participate in the International Association of Firefighters Medical Expense Reimbursement Plan (IAFF MERP). One-hundred percent (100%) of the monthly contributions on a pre-tax basis shall be borne by the employee in the amount established by the plan, per month. The CITY shall transmit, mail or forward the monthly contributions on or about the sixth of every month, but no later than the fifteenth, for that month's contributions.

The CITY will cooperate with the trust in allowing a payroll audit to ascertain if the proper amounts of contributions have been made.

The UNION and the employees agree to hold the CITY harmless and indemnify the CITY from any and all liability, claims, demands, lawsuits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the administration of the trust fund. The UNION and employees shall be one-hundred percent (100%) liable for any and all liabilities that arise out of the trust fund. The UNION and employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the trust fund.

ARTICLE 322. Binding Arbitration

The CITY and the UNION agree that after submitting an issue to a fact-finding commission pursuant to Idaho Code § 44-1805 in regard to wages, rates of pay, working conditions, and all other terms and conditions of employment, the written recommendation of the fact-finding commission shall be binding.

ARTICLE 323. Deferred Compensation

Acknowledging that a referendum was held resulting in the loss of Social Security coverage for the UNION, the CITY agrees, in lieu of paying Social Security employer contributions, to contribute 6.2% of the employee's compensation into their PERSI Choice plan with a required minimum employee match of 1%. This applies to any compensation that would have otherwise been taxable social security wages.

If the Social Security tax obligation is at any time changed for general employees, the CITY's contribution to the UNION employees shall also be changed to the then-current Social Security employer rate.

ARTICLE 354. Urban Renewal District Opener

When any Urban Renewal District is closed, the CITY agrees to negotiate with the UNION on Article 23 and, upon request by the UNION, the parties shall meet and confer in good faith concerning the disposition of the additional tax revenue.

ARTICLE 365. Military Leave

Employees who serve in the National Guard or other Reserve component of the Armed Forces of the United States to fulfill military obligations may request military leave while participating in required military duties and field training under the following conditions:

1. The field training must be required by the Reserve or Guard component that the employee is a member of and the employee must provide a copy of their official Orders or military obligations to the Fire Department and Human Resources as far in advance as possible. Official Orders shall be kept in the employee's official personnel file.
2. An Employee must have completed at least twelve (12) months continuous employment with the CITY prior to being eligible for such leave.
3. An Employee will not be eligible for compensation if the training is on off-duty days or is voluntary.
4. The paid benefit is limited to a total of one hundred (100) hours for forty (40) hour employees and two hundred forty (240) hours for fifty-six (56) hour employees (pro-rated if less than full-time) of straight time for base wages per calendar year subject to review and approval from the Fire Chief and the Human Resources Director. The paid benefit will not affect vacation or sick leave and hours will not count towards FLSA pay as hours worked.
5. The paid benefit applies only to the employee's contractual days of obligation per military Orders and does not apply to travel time unless approved in advance by the Fire Chief or designee.

The CITY adheres to all guidelines as stated in the provisions of Idaho Code §§ 46-216 and 46-224, and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 376. Survivor's Benefit

In the event an employee dies during the course and scope of their employment, a Survivor's Benefit in the amount of six (6) months of regular wages shall be payable to the employee's named survivor. Further, to be eligible for this benefit, each employee shall submit the provided survivor's designation form to the Human Resource Office within thirty (30) days of hire.

DATED this _____ day of _____, 2026.

Daniel K. Gookin, Mayor

Thomas Eckert, President, Local 710

ATTEST:

Renata McLeod, City Clerk

Max McCormick, Secretary, Local 710

City of Coeur d'Alene
Fire Compensation Schedule
Appendix A

<i>Battalion Chief</i>	Minimum	Maximum	Maximum with Senior Pay
FY 2024-2025	\$27.50	\$40.27	\$42.29
FY 2025-2026	\$28.46	\$41.68	\$43.77
FY 2026-2027	\$29.46	\$43.14	\$45.30
FY 2027-2028	\$30.49	\$44.65	\$46.89
<i>Captain</i>	Minimum	Maximum	Maximum with Senior Pay
FY 2024-2025	\$25.04	\$36.67	\$38.50
FY 2025-2026	\$25.91	\$37.95	\$39.85
FY 2026-2027	\$26.82	\$39.28	\$41.24
FY 2027-2028	\$27.76	\$40.66	\$42.69
<i>Engineer</i>	Minimum	Maximum	Maximum with Senior Pay
FY 2024-2025	\$22.81	\$33.41	\$35.08
FY 2025-2026	\$23.61	\$34.58	\$36.30
FY 2026-2027	\$24.44	\$35.79	\$37.57
FY 2027-2028	\$25.29	\$37.04	\$38.89
<i>Firefighter</i>	Minimum	Maximum	Maximum with Senior Pay
FY 2024-2025	\$20.79	\$30.46	\$31.99
FY 2025-2026	\$21.52	\$31.53	\$33.11
FY 2026-2027	\$22.27	\$32.63	\$34.27
FY 2027-2028	\$23.05	\$33.77	\$35.47
<i>Deputy Fire Marshall</i>	Minimum	Maximum	Maximum with Senior Pay
FY 2024-2025	\$34.81	\$50.96	\$53.51
FY 2025-2026	\$36.03	\$52.75	\$55.38
FY 2026-2027	\$37.29	\$54.59	\$57.32
FY 2027-2028	\$38.59	\$56.50	\$59.33
<i>Division Chief</i>	Minimum	Maximum	Maximum with Senior Pay
FY 2025-2026	\$39.84	\$58.35	\$61.28
FY 2026-2027	\$41.23	\$60.39	\$63.42
FY 2027-2028	\$42.67	\$62.50	\$65.64
<i>EMS Officer</i>	Minimum	Maximum	Maximum with Senior Pay
FY 2024-2025	\$35.06	\$51.34	\$53.90
FY 2025-2026	\$36.28	\$53.13	\$55.79
FY 2026-2027	\$37.55	\$54.99	\$57.74
FY 2027-2028	\$38.87	\$56.92	\$59.76

Battalion Chief, Captain, Engineer, and Firefighter classifications are 56-hour a week positions (based on 2912 hours per year).

Deputy Fire Marshall and [EMS Officer Division Chief](#) classifications are 40-hour a week positions (based on 2080 hours per year).

Once promoted, eligible for 5% increase annually on new anniversary date until employee reaches maximum.

City of Coeur d'Alene
Fire Service Time Increase
Appendix B

- Year 1: 8% Increase
- Year 2: 8% Increase
- Year 3: 8% Increase
- Year 4: 6% Increase
- Year 5: 9.5% Increase or to maximum

Employees are eligible for service time increases with an average or above performance evaluation. Employee wages cannot exceed the maximum hourly amount listed in the fire compensation schedule.

City of Coeur d'Alene
Fire Job Descriptions
Appendix C

Fire Battalion Chief

CLASSIFICATION SUMMARY

The Fire Battalion Chief manages all duty staff on an assigned shift at all stations with responsibility to protect the public in emergency situations and respond to fires, accidents, medical emergencies, chemical spills, flooding, water rescue and other incidents where risks are posed to life and property. The Battalion Chief is responsible for the management of emergencies, supervision of Fire Captains and continued communications between Fire Department administration and firefighters. The Battalion Chief responds to and commands emergency incidents, provides administrative oversight, plans and assigns shift activities, creates a daily roster and coordinates training and other activities between stations.

The position works under the direct supervision of a Assistant Fire Deputy Chief and/or Chief, with considerable leeway granted for the exercise of independent judgment and initiative. The position may also perform the duties of other Chief Officers in their absence. The job requires basic education with a high school diploma or GED, a valid Driver's License, an EMT license, a Wildland certificate, a and at least eighty-four (84) current consecutive months for the city of Coeur d'Alene Fire Department and at least twelve (12) consecutive months as a Fire Captain with the City of Coeur d'Alene Fire Department or the equivalency of twelve (12) months (122 full shifts) working in the capacity of a Fire Captain with the City's Fire Department. The principal duties of this class are performed in a work environment that includes indoor/outdoor exposure, hazardous conditions and atmosphere, physically strenuous activity, operation of heavy equipment and potential personal danger.

ESSENTIAL DUTIES AND RESPONSIBILITIES (illustrative only and may vary by assignment)

- Functions as the incident commander at emergency scenes, providing firefighter accountability and safety;
- Supervises and evaluates the work of Fire Captains;
- Plans and assigns shift activities, including daily roster, mail and time records for payroll;
- Oversees the maintenance of apparatus and station operations;
- Prepares and supervises the completion and accuracy of incident reports;
- Meets with officers and administration to coordinate activities and plan the needs of the department;
- Coordinates training and other events for an assigned shift;
- Manages the building and grounds budget and project planning;
- Conducts fire prevention inspections and educates the general public in fire prevention;
- Conducts walk-through inspections of new building construction;
- Evaluates the work of subordinates and writes performance appraisals;
- Maintains an effective work environment with subordinates through verbal and written communications, training, continuous employee counseling and disciplinary action as necessary;
- Prepares and manages the maintenance of records and reports;
- Responds to fire scenes, natural disasters, vehicle accidents and various medical emergencies;
- Works as part of a team or individually to combat fires, rescue victims and/or render support;
- Instructs fire department personnel in various specialized areas;
- Operates personal computer and associated applications software;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested.
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

SECONDARY DUTIES AND RESPONSIBILITIES:

- May perform the duties of other Chief Officers as needed;
- Resolution No. 18-050 Page 32 of 46
- Responds to calls on off-duty hours as needed;
- Performs other duties as assigned.

CLASSIFICATION REQUIREMENTS:

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:

- Management, leadership and supervisory methods and techniques;
- Departmental policies, rules, regulations and standard operating procedures;
- Fire behavior and building construction;
- The geography of the City of Coeur d'Alene including the streets system, hydrant locations, layout and location of public utilities and potentially hazardous materials or substances;
- Current strategies for all types of fire such as wildland, commercial, residential, airport, flammable and combustible, liquids, vehicle, etc.;
- Specialized fire fighting vehicles and equipment;
- Training practices and procedures;
- Effective teaching and communication techniques for large and small groups;
- Uniform Fire Code for inspection purposes;
- Advanced fire suppression techniques, fire prevention methods, safe apparatus operations, pump operations, and equipment and apparatus operation and maintenance;
- Emergency Medical Technician (EMT) techniques and related medical equipment;
- Basic mathematical and science skills;
- Emergency response records systems, communications equipment and use, fire computer applications and incident reporting procedures;
- Comprehensive use of the English language for report writing and training sessions.

Skill and Ability to:

- Manage and command emergency scenes and firefighting personnel;
- Evaluate the work of subordinates and provide meaningful feedback;
- Quickly make determinations as to the best course of action for fighting fires or responding to other related emergency situations;
- Work under extremely stressful situations, day and night, which result from a fire and other emergencies, including the responsibility for remaining calm and carrying out all duties with the recognition of the threat to life and property;
- Operate emergency apparatus and EMS equipment;
- Work within a command structure requiring strict adherence to the following of orders;
- Work in a team environment under extremely stressful situations;
- Prepare and present accurate and reliable reports containing findings and recommendations;
- Teach and train subordinates and peers in various aspects of firefighting, emergency medical techniques and rescue skills;
- Quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Read, comprehend, and follow simple oral and written instructions; and to understand and apply available guidelines to varied operational requirements;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks;
- Operate a personal computer using program applications appropriate to assigned duties;
- Communicate effectively both orally and in writing, with the public and other employees and supervisors.

- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

ACCEPTABLE EXPERIENCE AND TRAINING:

- High School Diploma or GED; and
- Maintain a valid Driver's License; and
- EMT license; and
- Maintain a Wildland certificate, and a Haz-Mat Awareness Level Certificate;
- At least eighty-four (84) current consecutive months with the City of Coeur d'Alene Fire Department, with at least one (1) year as a Fire Captain or the equivalency of twelve (12) months (122 full shifts) working in the capacity of a Fire Captain with the City's Fire Department; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

PHYSICAL DEMANDS & WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this classification, the employee is frequently required to perform strenuous physical activity; to stand, walk, sit, run, use hands to keyboard or type, handle materials, operate heavy equipment or manipulate tools used in performing the essential functions of the classification, and to reach with hands and arms. The employee must frequently lift and/or move up to 50 pounds. Specific vision abilities required by this classification include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus to effectively operate at a fire or related emergency scene. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to hear alarms, discern verbal instructions and communicate effectively in person, by telephone. While performing the duties of this classification, the employee works in an indoor and outdoor setting, in an IDLH (Immediately Dangerous Life Hazards) atmosphere, which may involve a high degree of noise and exposure to hazardous conditions.

Fire Captain

CLASSIFICATION SUMMARY

The Fire Captain supervises personnel and participates in the work of a Fire Company for one shift at one fire station with responsibility to protect the public in emergency situations and respond to fires, accidents, medical emergencies, chemical spills, flooding, water rescue and other incidents where risks are posed to life and property. The Fire Captain is responsible for the management of emergencies, personnel, fire station, apparatus and equipment and related activities and training functions on an assigned shift. This job entails administrative oversight, supervision and leadership to Fire Department personnel. The position works under the direct supervision of a Fire Battalion Chief, with considerable leeway granted for the exercise of independent judgment and initiative. The job requires basic education with a high school diploma or GED, a valid Driver's License, current Fire Department certification as a Fire Engineer with at least one (1) year experience as a Fire Engineer, an EMT license, current CPR card, a Wildland certification, a Fire Captain certification, and at least seventy-two (72) current consecutive months working for the City of Coeur d'Alene Fire Department. Work is conducted on an assigned shift. The principal duties of this class are performed in a work environment that includes indoor/outdoor exposure, hazardous conditions and atmosphere, physically strenuous activity, operation of heavy equipment and potential personal danger.

ESSENTIAL DUTIES AND RESPONSIBILITIES (Illustrative only and may vary by assignment)

- Manages an assigned shift at one fire station with responsibility to respond to emergency incidents, evaluate results obtained by subordinate officers, assume command and direct fire suppression, EMS and rescue activities;
- Manages the care and cleaning of quarters, buildings, grounds, apparatus and equipment and reports on their condition;
- Maintains an effective work environment with subordinates through verbal and written communications, training, continuous employee counseling and disciplinary action as necessary;
- Prepares and manages the maintenance of records and reports;
- Supervises and evaluates the work of subordinates and writes performance appraisals;
- Coordinates departmental support, administrative and managerial activities as required and directed;
- Performs inspections to ensure building, equipment and fire code compliance with standard operating procedures;
- Responds to fire scenes, natural disasters, vehicle accidents and various medical emergencies;
- Responds to calls for emergency medical services and renders first aid'
- Assists with area familiarization by updating maps and run books;
- Performs various public information or education tasks;
- Works as part of a team or individually to combat fires, rescue victims and/or render support;
- Uses mathematical formulas for computing hydraulics, fire containment and extinguishment practices and procedures;
- Performs general maintenance to station grounds such as cleaning, shoveling snow, painting, cutting grass and related duties;
- Instructs fire department personnel in various specialized areas;
- Operates personal computer and associated applications software;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested.
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

SECONDARY DUTIES AND RESPONSIBILITIES:

- . Performs the duties of Firefighter and Fire Engineer as needed;
- . May perform the duties of Battalion Chief as needed;

- Responds to calls on off-duty hours as needed;
- Performs other duties as assigned.

CLASSIFICATION REQUIREMENTS:

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:

- Management and supervisory methods and techniques;
- The operation and capabilities of the various types of apparatus and equipment used by the department and surrounding agencies;
- Training practices and procedures;
- First response Emergency Medical Technician (EMT) techniques, EMS protocols, Fire Department Standard Operating Procedures and related medical equipment;
- Effective teaching and communication techniques for large and small groups;
- Uniform Fire Code for inspection purposes;
- Advanced fire suppression techniques, fire prevention methods, safe apparatus operations, pump operations, and equipment and apparatus operation and maintenance;
- Emergency response records systems, communications equipment and use, fire computer applications and incident reporting procedures;
- Comprehensive use of the English language for report writing and training sessions.

Skill and Ability to:

- Supervise, lead and direct a fire department shift;
- Manage and command an emergency scene;
- Teach and train subordinates in various aspects of firefighting;
- Evaluate the work of subordinates and provide meaningful feedback;
- Pass the State Firefighter agility examination;
- Quickly make determinations as to the best course of action for fighting fires or responding to other related emergency situations;
- Work under extremely stressful situations, day and night, which result from a fire and other emergencies, including the responsibility for remaining calm and carrying out all duties with the recognition of the threat to life and property;
- Work within a command structure requiring strict adherence to the following of orders;
- Work in a team environment under extremely stressful situations;
- Prepare and present accurate and reliable reports containing findings and recommendations;
- Teach and train subordinates and peers in various aspects of firefighting, emergency medical techniques and rescue skills;
- Quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Learn and correctly apply routine division and department policies and procedures;
- Read, comprehend, and follow simple oral and written instructions; and to understand and apply available guidelines to varied operational requirements;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks;
- Operate a personal computer using program applications appropriate to assigned duties;
- Communicate effectively both orally and in writing, with the public and other employees and supervisors.
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

ACCEPTABLE EXPERIENCE AND TRAINING:

- High School Diploma or GED; and

- Maintain a valid Driver's License; and
- EMT license; and
- Obtain and maintain a, current CPR Card, Fire Captain Certification, and a Wildland Certification; and
- At least seventy-two (72) consecutive months for the City of Coeur d'Alene Fire Department with at least one (1) year as a Fire Engineer; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

PHYSICAL DEMANDS & WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this classification, the employee is frequently required to perform strenuous physical activity; to stand, walk, sit, run, use hands to keyboard or type, handle materials, operate heavy equipment or manipulate tools used in performing the essential functions of the classification, and to reach with hands and arms. The employee must frequently lift and/or move up to 50 pounds. Specific vision abilities required by this classification include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus to effectively operate at a fire or related emergency scene. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to hear alarms, discern verbal instructions and communicate effectively in person, by telephone. While performing the duties of this classification, the employee works in an indoor and outdoor setting, in an IDLH (immediately Dangerous Life Hazards) atmosphere, which may involve a high degree of noise and exposure to hazardous conditions.

Fire Engineer

CLASSIFICATION SUMMARY

The Fire Engineer is responsible for the safe and efficient transport of personnel and equipment to and from emergency scenes and for the efficient delivery of water through hoses for the purposes of firefighting. The Fire Engineer drives and operates fire vehicles, provides first response emergency medical care to sick and injured persons, maintains apparatus and equipment in a state of readiness for emergency response and performs all the duties and responsibilities of a Firefighter to protect the public in emergency situations and respond to fires, accidents, medical emergencies, chemical spills, flooding, water rescue and other incidents where risks are posed to life and property. This job entails specialized work in operating and maintaining a variety of automotive and other firefighting equipment, including pumpers, ladder truck, fireboat and self-contained breathing apparatus in response to fire alarms and other emergency scenes. The position includes promoting fire safety, inspecting and enforcing safety standards, working with police and ambulance service personnel, undertaking physical and academic training, and maintaining vehicles, equipment, hydrants, water supplies and general living/working quarters. The position works under the direct supervision of a Fire Captain, but some leeway is granted for the exercise of independent judgment and initiative. The job requires basic education with a high school diploma or GED, a valid Driver's License, an EMT Certification, American Heart Association CPR card and at least thirty-six (36) current consecutive months working for the City of Coeur d'Alene Fire Department. Work is conducted on an assigned shift and Fire Engineers are subject to call-out in emergency situations. The principal duties of this class are performed in a work environment that includes indoor/outdoor exposure, hazardous conditions and atmosphere, physically strenuous activity, operation of heavy equipment and potential personal danger.

ESSENTIAL DUTIES AND RESPONSIBILITIES (illustrative only and may vary by assignment)

- Operates and drives fire-pumping and aerial ladder apparatus as well as the Fireboat and all related equipment;
- Regulates water pressure through hose lines, providing safe and efficient hose streams for firefighting;
- Inspects motorized apparatus for proper operation and general condition;
- Responds to calls for emergency medical services and renders first aid;
- Conducts pre-plan investigations, assembles information and prepares pre-plan reports;
- Assists with area familiarization by updating maps and run books;
- Performs various public information or education tasks;
- Responds to fire scenes, natural disasters, vehicle accidents and various medical emergencies;
- Works as part of a team or individually to combat fires, rescue victims and/or render support;
- Uses mathematical formulas for computing hydraulics, fire containment and extinguishment practices and procedures;
- Cleans, refuels and performs basic and routine inspections on vehicles including cleaning and waxing;
- Performs general maintenance to station grounds such as cleaning, shoveling snow, painting, cutting grass and related duties;
- Prepares and writes reports;
- Performs assigned duties by ranking officers, such as preparing grant proposals, working with juvenile fire setters, maintaining hydrants, etc. ; o Instructs fire department personnel in various specialized areas;
- Operates personal computer and associated applications software;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested.
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

SECONDARY DUTIES AND RESPONSIBILITIES:

- Provides medical transports as needed;
- Responds to calls on off-duty hours as needed;

- Performs other duties as assigned.

CLASSIFICATION REQUIREMENTS:

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:

- The safe and effective operation of aerial ladders, pumper and other fire equipment, vehicles and fireboat;
- The operation and capabilities of the various types of apparatus and equipment used by the department and surrounding agencies;
- First response Emergency Medical Technician (EMT) techniques, EMS protocols, Fire Department Standard Operating Procedures and related medical equipment;
- Training practices and procedures;
- Effective teaching and communication techniques for large and small groups;
- Hydraulics, for the purpose of equipment and apparatus maintenance and readiness;
- Municipal mapping including the streets system, hydrant locations, the layout and location of public utilities and potentially hazardous materials or substances;
- State and local traffic laws governing the operation of emergency vehicles;
- Specialized fire fighting vehicles, boats and related equipment;
- Advanced fire suppression techniques, fire prevention methods, safe apparatus operations, pump operations, and equipment and apparatus operation and maintenance;
- Basic mathematical and science skills to learn and apply firefighting techniques;
- Uniform fire code for inspection purposes;
- Emergency response records systems, communications equipment and use, fire computer applications and incident reporting procedures;
- Comprehensive use of the English language for report writing and training sessions.

Skill and Ability to:

- Safely drive, operate and maintain the full range of fire apparatus and equipment used by the Department;
- Make determinations as to the best response route to emergency situations;
- Work under extremely stressful situations, day and night, which result from a fire and other emergencies, including the responsibility for remaining calm and carrying out all duties with the recognition of the threat to life and property;
- Work within a command structure requiring strict adherence to the following of orders;
- Work in a team environment under extremely stressful situations;
- Prepare and present accurate and reliable reports containing findings and recommendations;
- Teach and train subordinates and peers in various aspects of firefighting, emergency medical techniques and rescue skills;
- Quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Learn and correctly apply routine division and department policies and procedures;
- Read, comprehend, and follow simple oral and written instructions; and to understand and apply available guidelines to varied operational requirements;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks;
- Operate a personal computer using program applications appropriate to assigned duties;
- Communicate effectively both orally and in writing, with the public and other employees and supervisors.
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

ACCEPTABLE EXPERIENCE AND TRAINING:

- High School Diploma or GED; and

- Maintain a valid Driver's License; and
- Certification as an EMT; and
- Obtain and maintain an American Heart Association Health Care Provider CPR Card and a Wildland Red Card; and
- At least thirty-six (36) current consecutive months for the City of Coeur d'Alene Fire Department; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

PHYSICAL DEMANDS & WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this classification, the employee is frequently required to perform strenuous physical activity; to stand, walk, sit, run, use hands to keyboard or type, handle materials, operate heavy equipment or manipulate tools used in performing the essential functions of the classification, and to reach with hands and arms. The employee must frequently lift and/or move up to 50 pounds. Specific vision abilities required by this classification include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus to effectively operate at a fire or related emergency scene. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to hear alarms, discern verbal instructions and communicate effectively in person, by telephone. While performing the duties of this classification, the employee works in an indoor and outdoor setting, in an IDLH (Immediately Dangerous Life Hazards) atmosphere, which may involve a high degree of noise and exposure to hazardous conditions.

Firefighter

CLASSIFICATION SUMMARY

Firefighters protect the public in emergency situations; they respond to fires, accidents, medical emergencies, chemical spills, flooding, water rescue and other incidents where risks are posed to life and property. This job entails using sophisticated firefighting and rescue equipment, promoting fire safety, inspecting and enforcing safety standards, working with police and other emergency services, undertaking physical and academic training, and maintaining vehicles, equipment, hydrants, water supplies and general living/working quarters. Firefighters may also receive training for and assume specialty roles in high-rise training, ice rescue, lifeguard, confined space, fireboat operation, wildland apparatus, search and rescue and/or water rescue team or other areas. The position works under the direct supervision of a Fire Captain, but some leeway is granted for the exercise of independent judgment and initiative. The job requires basic education with a high school diploma or GED, a valid Driver's License, and EMT Certification within six (6) months of hire. Work is conducted on assigned shifts and firefighters are subject to call-out in emergency situations. The principal duties of this class are performed in a work environment that includes indoor/outdoor exposure, hazardous conditions and atmosphere, physically strenuous activity, operations of heavy equipment and potential personal danger.

ESSENTIAL DUTIES AND RESPONSIBILITIES (illustrative only and may vary by assignment)

- Participates in training and develops skills and techniques in firefighting, hazardous materials response, emergency medical and lifesaving activities;
- Responds to fire scenes, natural disasters, vehicle accidents and various medical emergencies;
- Works as part of a team or individually to combat fires, rescue victims and/or render support;
- Inspects and tests emergency medical, fire suppression and related tools and equipment to ensure serviceability and compliance;
- Uses mathematical formulas for computing hydraulics, fire containment and extinguishment practices and procedures;
- Cleans, refuels and performs basic and routine inspections on vehicles including cleaning and waxing;
- Performs general maintenance to station grounds such as cleaning, shoveling snow, painting, cutting grass and related duties;
- Performs various public information or education tasks;
- Prepares and writes reports;
- Performs assigned duties by ranking officers, such as preparing grant proposals, working with juvenile fire setters, maintaining hydrants, etc.;
- Instructs fire department personnel in various specialized areas;
- May receive training for or be assigned to a specialty area such as high-rise rescue, water rescue, wildland apparatus, confined space or other area based on the requirements of the organization;
- Operates personal computer and associated applications software;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested.
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

SECONDARY DUTIES AND RESPONSIBILITIES:

- May perform inspection of assigned occupancies;
- Assume the duties of Fire Engineer upon request as needed;
- Performs other duties as assigned.

CLASSIFICATION REQUIREMENTS:

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:

- Basic mathematical and science skills to learn and apply firefighting techniques;
- Comprehensive use of the English language for report writing and training sessions.

Skill and Ability to:

- Learn about specialized fire fighting vehicles and equipment, strategies for various types of fire containment such as wild-land, commercial, residential, etc., and emergency response procedures and methods;
- Study and learn Emergency Medical Technician skills and techniques sufficient enough to pass an EMT certification test within the first six months of employment;
- Quickly learn the geography of the City of Coeur d'Alene, including the streets system, hydrant locations, the layout and location of public utilities and potentially hazardous materials or substances;
- Make determinations as to the best course of action for fighting fires or responding to other related emergency situations;
- Work under extremely stressful situations, day and night, which result from a fire and other emergencies, including the responsibility for remaining calm and carrying out all duties with the recognition of the threat to life and property;
- Successfully meet the Idaho Department of Labor and Industrial Services Minimum Medical and Health Standards for Firefighters and pass entry exams;
- Work within a command structure requiring strict adherence to the following of orders;
- Work in a team environment under extremely stressful situations;
- Quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Learn and correctly apply routine division and department policies and procedures;
- Read, comprehend, and follow simple oral and written instructions; and to understand and apply available guidelines to varied operational requirements;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks;
- Operate a personal computer using program applications appropriate to assigned duties;
- Assume responsibilities of Fire Engineer upon request;
- Communicate effectively both orally and in writing, with the public and other employees and supervisors.
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

ACCEPTABLE EXPERIENCE AND TRAINING:

- High School Diploma or GED; and
- Must be at least 19 years of age at the time of application; and
- Maintain a valid Driver's License; and
- Certification as an EMT or ability to obtain certification within six months of hire; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

PHYSICAL DEMANDS & WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this classification, the employee is frequently required to perform strenuous physical activity; to stand, walk, sit, run, use hands to keyboard or type, handle materials, operate heavy equipment or manipulate tools used in performing the essential functions of the classification, and to reach with hands and arms. The employee must frequently lift and/or move up to 50 pounds. Specific vision abilities required by this

classification include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus to effectively operate at a fire or related emergency scene. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to hear alarms, discern verbal instructions and communicate effectively in person, by telephone. While performing the duties of this classification, the employee works in an indoor and outdoor setting, in emergency situations, which may involve a high degree of noise and exposure to hazardous conditions.

Deputy Fire Marshal

CLASSIFICATION SUMMARY

Deputy Fire Marshal assumes a number of roles for the Fire Department including inspector, investigator, safety officer, public education officer and public information officer. This position has responsibility to enforce codes, city ordinances and standards relating to fire protection for all structures within the City of Coeur d'Alene; to coordinate fire prevention guidelines for developers and architects; to provide investigation of fires and detection of fire causes and origin; to conduct public fire prevention education; and, to provide public information via all media outlets including print, social media and live news. The position develops new ordinances to enhance fire protection and participates in fire suppression and EMS response as needed. The position works under the general supervision of the [Deputy Fire Chief/Fire Marshal](#), with some leeway granted for the exercise of independent judgment and initiative. The job requires basic education with a high school diploma or GED, with a college degree or extensive studies in firefighting, fire inspection, fire investigations and/or fire prevention, plus five (5) years of experience in firefighting, fire prevention, fire investigations and fire inspection. The job also requires certification as an Idaho EMT-B or National Registry EMT-B Certification attained within the first year of employment, a Hazardous Material Awareness Level and a Valid Driver's License. The principal duties of this class are performed in a work environment that includes indoor/outdoor exposure, hazardous conditions and atmosphere, physically strenuous activity, and potential personal danger.

ESSENTIAL DUTIES AND RESPONSIBILITIES (illustrative only and may vary by assignment)

- Reviews building plans, fire protection systems, and subdivision plans for code compliance;
- Conducts project reviews of proposed plans for code requirements, occupancy classifications, fire flow requirements, etc.;
- Conducts, coordinates and assists fire crews with fire inspection concerns;
- Conducts safety inspections; promotes safety, education, inspection and planning;
- Investigates fire origin and cause; Gathers evidence, conducts interviews and interrogation of suspects and witnesses; works with private investigators, local law enforcement and the court system as needed;
- Reviews hazardous materials, administrative and site development plans for code compliance;
- Provides fire code compliance support to other city departments;
- Prepares and maintains activity records and special reports;
- Assists with public relations and public education programs to promote fire safety in the city;
- Compiles and maintains written records of reviews;
- Conducts final inspections and testing of new construction, remodels, tenant improvements, etc.;
- Responds to fire and emergency calls within the city and on mutual-aid calls;
- Serves as the Safety Officer for fires and emergency calls;
- Coordinates and conducts fire investigations;
- Coordinates and conducts public fire prevention education to promote fire safety in the City;
- Conducts first aide and fire safety classes;
- Works with families and children involved with fire;
- Facilitates the Juvenile Fire Setter Program;
- Serves as Public Information Officer for the department; posts information on Facebook or other social media sites;
- Participates on a variety of committees;
- Issues burn permits and performs site inspections;
- Conducts fireworks license inspections for sales applicants and pyrotechnic displays;
- Coordinates and conducts training for Coeur d'Alene Fire Department and other emergency services personnel;
- Assists with the developing of pre-fire plans.
- Operates personal computer and associated applications software;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;

- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested.
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

SECONDARY DUTIES AND RESPONSIBILITIES:

- Performs other duties as assigned.

CLASSIFICATION REQUIREMENTS:

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:

- Fire, building and city codes;
- Fire hazards and prevention requirements, inspection procedures, firefighting methods and techniques;
- Uniform fire code for inspection purposes;
- Hazardous materials storage, use, handling and plan review;
- The principles and practices of fire cause and fire origin investigations;
- Arson investigations, investigative case preparation and court testimony;
- Public education practices and procedures;
- Effective teaching and communication techniques for large and small groups;
- Fire suppression techniques, fire prevention methods, safe apparatus operations;
- Comprehensive use of the English language for report writing and training sessions.

Skill and Ability to:

- Use appropriate safety tools, personal protective equipment and apparatus for fire suppression and for fire investigations;
- Work in a team environment under extremely stressful situations;
- Prepare and present accurate and reliable reports containing finds and recommendations;
- Work under extremely stressful situations, day and night, which result from a fire and other emergencies, including the responsibility for remaining calm and carrying out all duties with the recognition of the threat to life and property;
- Work within a command structure requiring strict adherence to the following of orders;
- Teach and train subordinates and peers in various aspects of fire prevention, fire responder, fire origin and protection of the Area of Origin and fire safety;
- Organize and analyze evidence to causes of fire;
- Quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Learn and correctly apply routine division and department policies and procedures;
- Read, comprehend, and follow simple oral and written instructions; and to understand and apply available guidelines to varied operational requirements;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks;
- Operate a personal computer using program applications appropriate to assigned duties;
- Communicate effectively both orally and in writing, with the public and other employees and supervisors.
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

ACCEPTABLE EXPERIENCE AND TRAINING:

- High School Diploma or GED, preferably supplemented with a college degree or extensive studies in firefighting, fire inspection, fire investigations and/or fire prevention; and
- Maintain a valid Driver's License; and

- Certification for Idaho EMT-B and/or National Registry EMT-B Certification (within one year of employment); and
- Hazardous Material Awareness level certification; and
- Five (5) years' experience in firefighting, fire prevention, fire investigations and fire inspection; and
- Obtain and maintain an American Heart Association Health Care Provider CPR Card; and
- Obtain an IAAI-CFI Certification within a reasonable time through experience, education and training; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

PHYSICAL DEMANDS & WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this classification, the employee is frequently required to perform strenuous physical activity; to stand, walk, sit, run, use hands to keyboard or type, handle materials, operate heavy equipment or manipulate tools used in performing the essential functions of the classification, and to reach with hands and arms. The employee must frequently lift and/or move up to 50 pounds. Specific vision abilities required by this classification include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus to effectively operate at a fire or related emergency scene. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to hear alarms, discern verbal instructions and communicate effectively in person, by telephone. While performing the duties of this classification, the employee works in an indoor and outdoor setting, in an IDLH (Immediately Dangerous Life Hazards) atmosphere, which may involve a high degree of noise and exposure to hazardous conditions.

Division Chief

CLASSIFICATION SUMMARY

A Fire Division Chief has responsibility for divisional operations and staff in Emergency Medical Services, Training and Logistics. The Division Chief exercises overall management to accomplish the short and long-range goals of the assigned division including developing, implementing and evaluating various programs, policies and procedures and managing general operations of the division. The Division Chief directs and supervises the assigned division, represents the Fire Department at various meetings, participates as an active member of the department's management team and works closely with the Fire Chief and Assistant Fire Chief to support the Department's mission, vision, goals and objectives. Divisional responsibilities may include:

Emergency Medical Services: Ensures compliance with state and local protocols, documentation and billing requirements; leads EMS related training; licensure of personnel; purchasing of equipment and disposable supplies; liaison to the County's Medical Director; represents the City on various EMS related committees; and EMS budget oversite.

Training: Development, planning and tracking of Fire Department training to meet or exceed NFPA Standards for the following disciplines: Fire Suppression, Rescue Operations, Hazardous Materials, EMS, Technical Rescue and Public Education.

Logistics: Directs and manages facilities, equipment and systems including fire stations, storage facility, engineer building, apparatus, staff vehicles, fire boat and ATVs, communications systems and department technology needs, uniforms and personal protective equipment, supplies, grant management, purchasing, warranties and maintenance and special teams.

The position works under the general direction of the Fire Chief or Assistant Fire Chief with considerable leeway granted for the exercise of independent judgment and initiative. The job requires basic education with a high school diploma or GED, preferably supplemented with a college degree, valid driver's license, current Fire Department Captain certification, and at least sixty (60) current consecutive months working for the City of Coeur d'Alene Fire Department. The principal duties of this class are performed in an office and field work environment that may include indoor/outdoor exposure, hazardous conditions and atmosphere and potential personal danger.

ESSENTIAL DUTIES AND RESPONSIBILITIES (illustrative only and may vary by assignment)

- Directs, manages and coordinates the activities of a major division of the fire department;
- Manages work of all personnel (fire fighting and civilian) assigned to the applicable division;
- Supports, implements and communicates department mission statement, goals, values, standards and philosophies to employees;
- Participates in department strategic planning activities;
- Establishes division goals, objectives and priorities and develops, recommends and implements policies and procedures;
- Monitors internal operations and procedures to ensure compliance with rules, regulations and policies;
- Evaluates effectiveness of division policies and procedures and makes recommendations for improvement;
- Supervises personnel including delegating work, managing work load, monitoring and evaluating performance and recommending personnel actions;
- Assists in preparation and administration of the department budget;
- Coordinates division activities with other divisions, city departments and/or interested parties;
- Stays abreast of trends and developments affecting fire service management and reviews and makes recommendations for staffing, equipment and budgetary needs;
- Communicates and ensures that division employees understand, support and comply with City and department policies and procedures;

- Prepares summary and/or statistical reports of division activities and project results;
- Represents the department at various meetings;
- Responds to serious field situations as needed;
- Advises subordinates on current problems, instructions, policies or other matters of importance affecting daily operations;
- Operates personal computer and associated applications software;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested.
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

SECONDARY DUTIES AND RESPONSIBILITIES:

- Participate in classroom and field training activities;
- Responds to calls on off-duty hours as needed;
- May serve as Duty Chief while on a rotating status outside of normal working hours;
- Assumes the position of safety officer as situation dictates;
- Performs other duties as assigned.

CLASSIFICATION REQUIREMENTS:

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:

- Effective management and supervisory practices and principles;
- Theories and practices of programs of the assigned division;
- Local adopted fire codes and ordinances;
- Common fire and chemical hazards and related safety precautions;
- Current fire fighting tactics and strategies;
- Public sector budget administration;
- Public relations and conflict management techniques;
- Organized labor contract requirements;
- Emergency operations command procedures;
- The geography of the City of Coeur d'Alene including the streets system, hydrant locations, layout and location of public utilities and potentially hazardous materials or substances;
- Effective teaching and communication techniques for large and small groups;
- Uniform Fire Code for inspection purposes;
- Emergency response records systems, communications equipment and use, fire computer applications and incident reporting procedures;
- Comprehensive use of the English language for report writing and training sessions.

Skill and Ability to:

- Demonstrate effective leadership capability;
- Plan, implement and oversee the programs of a major division of the Fire Department;
- Read, interpret and apply rules, regulations, policies and procedures;
- Establish and implement long and short-term goals in support of the City's and Department's vision, mission, goals and objectives;
- Coordinate work with other divisions and departments;

- Plan, assign and direct the work of others;
- Effectively handle controversial situations;
- Analyze administrative or operational problems and develop viable solutions;
- Research and analyze information;
- Compile, develop and organize statistical and technical data and information into clear and concise written reports and verbal presentations;
- Communicate ideas and recommendations effectively orally and in writing;
- Develop and maintain effective working relationships with a wide variety of organizations, officials and individuals in potentially controversial situations involving public safety;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks;
- Operate a personal computer using program applications appropriate to assigned duties;
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

ACCEPTABLE EXPERIENCE AND TRAINING:

- High School Diploma or GED, preferably supplemented with college level education and/or degree; and
- At least sixty (60) current consecutive months working for the City of Coeur d'Alene Fire Department and current Fire Captain certification; and
- Maintain a valid Driver's License; and
- Certification in specific areas may be required depending on divisional assignment; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

PHYSICAL DEMANDS & WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this classification, the employee is frequently required to perform strenuous physical activity; to stand, walk, sit, run, use hands to keyboard or type, handle materials, operate heavy equipment or manipulate tools used in performing the essential functions of the classification, and to reach with hands and arms. The employee must frequently lift and/or move up to 25 pounds. Specific vision abilities required by this classification include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus to effectively operate at a fire or related emergency scene. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to hear alarms, discern verbal instructions and communicate effectively in person, by telephone. While performing the duties of this classification, the employee works in an indoor and outdoor setting, in an IDLH (Immediately Dangerous Life Hazards) atmosphere, which may involve a high degree of noise and exposure to hazardous conditions.

EMS Officer

CLASSIFICATION SUMMARY

The Emergency Medical Services Officer provides clinical oversight to the Fire Department's licensed EMS providers. This includes compliance with state & local protocols, compliance with documentation & billing requirements, licensure of personnel, purchasing of equipment & disposable supplies, liaison to the county Medical Director, and EMS budget oversight. The position works under the general direction of the Deputy Fire Chief with considerable leeway granted for the exercise of independent judgment and initiative. The job requires basic education with a high school diploma or GED, preferably supplemented with a college degree, and extensive experience in fire department operations and management including at least seventy two (72) consecutive months of firefighting experience, Idaho Paramedic licensure required, and a valid Driver's license. The principal duties of this class are performed in an office and field work environment that may include indoor/outdoor exposure, hazardous conditions and atmosphere and potential personal danger.

ESSENTIAL DUTIES AND RESPONSIBILITIES (Illustrative only and may vary by assignment)

- Clinical oversight to department EMS services: licensures, patient care, documentation, training, equipment/supplies inventory & quality assurance;
- Infectious Control Program: implementation and oversite of the citywide Med Plan that includes education/training, vaccinations, exposures and PPE inventory;
- Serves as a liaison to county and state EMS officials and representing the department on committees and EOC functions;
- Evaluates new department EMTs and Paramedics and coordinates external interns;
- Responds to citizen complaints related to EMS services and provides customer service outreach;
- Supports, implements and communicates department mission statement, goals, values, standards and philosophies to employees;
- Participates in department strategic planning activities;
- Monitors internal operations and procedures to ensure compliance with rules, regulations and policies;
- Stays abreast of trends and developments affecting fire service management and reviews and makes recommendations for staffing, equipment and budgetary needs;
- Prepares summary and/or statistical reports of division activities and project results;
- Operates personal computer and associated applications software;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested;
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

SECONDARY DUTIES AND RESPONSIBILITIES:

- Participate in classroom and field training activities;
- Responds to calls on off duty hours as needed;
- Performs other duties as assigned.

CLASSIFICATION REQUIREMENTS:

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:

- Theories and practices of programs of the assigned division;
- Common fire and chemical hazards and related safety precautions;
- Current firefighting tactics and strategies;
- Public sector budget administration;
- Public relations and conflict management techniques;

- Emergency operations command procedures;
- The geography of the City of Coeur d'Alene including the streets system, hydrant locations, layout and location of public utilities and potentially hazardous materials or substances;
- Effective teaching and communication techniques for large and small groups;
- Emergency response records systems, communications equipment and use, fire computer applications and incident reporting procedures;
- Comprehensive use of the English language for report writing and training sessions.

Skill and Ability to:

- Demonstrate effective leadership capability;
- Assist in the planning & implementation of programs of a major division of the Fire Department;
- Read, interpret and apply rules, regulations, policies and procedures;
- Establish and implement long and short term goals in support of the City's and Department's vision, mission, goals and objectives;
- Coordinate work with other divisions and departments;
- Effectively handle controversial situations;
- Analyze administrative or operational problems and develop viable solutions;
- Research and analyze information;
- Compile, develop and organize statistical and technical data and information into clear and concise written reports and verbal presentations;
- Communicate ideas and recommendations effectively orally and in writing;
- Develop and maintain effective working relationships with a wide variety of organizations, officials and individuals in potentially controversial situations involving public safety;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks;
- Operate a personal computer using program applications appropriate to assigned duties;
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

ACCEPTABLE EXPERIENCE AND TRAINING:

- High School Diploma or GED, preferably supplemented with college level education and/or degree; and
- Extensive experience in fire service including at least seventy two (72) consecutive months of firefighting/EMS experience; and
- Idaho Paramedic licensure required; and
- Maintain a valid Driver's License; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

PHYSICAL DEMANDS & WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of a job, on a case by case basis.

While performing the duties of this classification, the employee is frequently required to perform strenuous physical activity; to stand, walk, sit, run, use hands to keyboard or type, handle materials, or manipulate tools used in performing the essential functions of the classification, and to reach with hands and arms. The employee must frequently lift and/or move up to 50 pounds. Specific vision abilities required by this classification include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus to effectively operate at a fire or related emergency scene. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to hear alarms, discern verbal instructions and communicate effectively in person, by telephone. While performing the duties of this classification, the employee works in an indoor and

outdoor setting, in an IDLH (Immediately Dangerous Life Hazards) atmosphere, which may involve a high degree of noise and exposure to hazardous conditions.