

**WELCOME**  
To a Regular Meeting of the  
**Coeur d'Alene City Council**  
Held in the Library Community Room at 6:00 P.M.  
**AGENDA**

**VISION STATEMENT**

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

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

**January 20, 2026**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:**

**C. PLEDGE OF ALLEGIANCE**

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

**E. PUBLIC COMMENTS:** (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

**F. ANNOUNCEMENTS:**

1. City Council
2. Mayor – Appointment of Dan Sheckler to Council Seat #3.
  - a. Oath of Office – Dan Sheckler
  - b. Mayor – Appointment of Tonya Coppedge to the Library Board and Will Ahmer to Urban Forestry Committee as a Student Representative Alternate.

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

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

1. Approval of Council Minutes for the January 6 and 8, 2026 Council Meetings.
2. Approval of the January 12, 2026 General Services Committee Minutes.
3. Setting of the January 26, 2026 Public Works Committee Meeting.
4. Setting of public hearing for **March 3, 2026 - A-1-26** – a request for Annexation by: Aspen Homes and Development, LLC for a 1.937-acre parcel from County Ag-Suburban to City R-3 (Residential at 3 units per acre) located at 2739 E. Thomas Lane, Coeur d’Alene, ID 83815
5. Approval of Bills as Submitted.
6. Approval of Financial Report.
7. Approval of **Resolution No. 26-004**
  - a. Declaring there is only one source reasonably available and approving the purchase of Brine Salt from Crapo LTD.

**As Recommended by the General Services Committee**

- b. Ratification of the purchase of or expenditure for the following invoices for the indicated departments:
  - i. Wastewater - Chiller Replacement in the amount of \$57,920 from Divco;
  - ii. Wastewater - Fabrication of Chemical System PLC Backpanel in the amount of \$80,850 from H2E;
  - iii. Wastewater - Fabrication of Tertiary Membrane Facility PLC Backpanel in the amount of \$87,270 from H2E;
  - iv. Wastewater - Engineering Services for Chem System PLC Upgrade in the amount of \$85,650 from H2E;
  - v. Wastewater- Replacement of Admin. Bldg. HVAC DDC Control system in the amount of \$55,600 from Automated Logic;
  - vi. Wastewater - Engineering Services for TMF PC Upgrade in the amount of \$78,650 from H2E;
  - vii. Wastewater - Parts and labor to repair WW428S CAT 938M Loader in the amount of \$58,496.16 from Western States CAT;
  - viii. Streets- Grinding and Hauling in the amount of \$76,075 from Cannon Hill Industries; and
  - ix. Fire- Turnouts for new hires in the amount of \$61,722.56 from Curtis Tools for Heroes.
  - x. Wastewater- IPS PLC Upgrade and HMI integration in the amount of \$96,615 from H2E
  - xi. Municipal Services – IT Network switches in the amount of \$20,553.75 from Maplewood Business Partners
  - xii. Municipal Services – for STR Program software, in the amount of \$48,345.59 from Granicus
  - xiii. Municipal Services – Microsoft Software Updates in the amount of \$174,686.60 from Insight (through the State of Idaho NASPO)

**Pursuant to Purchasing Policy adopted by Resolution No. 17-061**

## **H. OTHER BUSINESS:**

1. **Resolution No. 26-005** - Approval of Amendment No. 1 to the Agreement between the City and the Coeur d’Alene Firefighters Local No. 710, International Association of

Firefighters, establishing a Division Chief rank and compensation, as well as the proposed re-organized structure of the Department.

**STAFF REPORT BY: Tom Greif, Fire Chief**

2. **Resolution No. 26-006** – Approval of a Professional Services Agreement with BestDayHR for a Citywide classification and compensation study.

**Staff Report by: Melissa Tosi, Human Resources Director**

3. **Resolution No. 26-007** – Approving an Agreement with JUB Engineering, Inc., for the 2025-2026 Wastewater Collection System Capital Improvement Projects in the amount of \$319,800.00.

**Staff Report by: Mike Anderson, Wastewater Director**

4. Direction to staff regarding the University of Idaho Harbor Center Lease/sale.

**Staff Report by: Troy Tymesen, City Administrator and Dr. Andrew Fields, CEO, University of Idaho**

**I. ADJOURNMENT**

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

# Coeur d'Alene

## CITY COUNCIL MEETING

*January 20, 2026*

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**MEMBERS OF THE CITY COUNCIL:**

**Daniel K. Gookin, Mayor**  
**Council Members English, Evans, Miller, Wood, Gabriel**



## ANNOUNCEMENTS

## MEMO TO COUNCIL

DATE: JANUARY 14, 2026

### RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for the January 20, 2026, Council Meeting:

TONYA COPPEDGE

LIBRARY BOARD (Appointment)

WILL AHMER

URBAN FORESTRY COMMITTEE  
(Alternate Student Representative)

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

Sincerely,

Jo Anne Mateski  
Executive Assistant

cc : Renata McLeod, City Clerk  
Elizabeth Westenburg, Library Board Liaison  
Monte McCully, Urban Forestry Committee Liaison

## 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

January 6, 2026

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 January 6, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

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

**INVOCATION:** Pastor James Collard with Pathway Church provided the invocation.

**PLEDGE OF ALLEGIANCE:** Councilmember Gookin led the pledge of allegiance.

**AMENDMENT TO THE AGENDA:** Mayor McEvers noted that the item regarding the reorganization of the Fire Department staffing and Amendment No. 1 to the Fire Union Agreement will be pulled out of the agenda and tabled for the next Council meeting.

**PUBLIC COMMENTS:**

Bridget Hill, Coeur d'Alene, requested the City review and enforce its Coeur d'Alene solid waste services contract with Republic Services as they have recently eliminated alley trash collection for certain households at Military Drive and Park Drive. She noted that the contract designates alley service as the default and that the alley meets access requirements, and that this change is a potential breach of contract. Ms. Hill stated that proper notice was not given to residents and there are safety concerns and property modifications caused by moving service to the street. She asked the City to confirm compliance, restore alley service during the review, and include affected residents in resolving the issue.

Gabe Eckert, Coeur d'Alene, expressed appreciation to Mayor McEvers for his years of leadership and support, noting his contributions to the Council and the Joint Powers Board. He thanked him for being a great friend to the Fire Union and presented him with a Local 710 shirt as a gesture of gratitude.

Jim Cooke, Coeur d'Alene, stated that the elimination of alley trash service is a breach of Republic Services' promise to maintain high service standards after acquiring Coeur d'Alene Garbage, and that the City approved a contract extension on October 15, 2024 based on those assurances. He argued that the recent change violates the contract and harms residents, who cannot choose another vendor or cancel service. Mr. Cooke emphasized that alleys were designed to keep trash cans out of sight, disputed claims of impassable conditions, and urged the City to enforce the contract and protect citizens as its customers.

Brian Rupiper, Coeur d'Alene, noted that alley trash pickup has occurred consistently without issues until recently. He stated that he drove through the alley without difficulty and urged the Council to reconsider the change and conduct further review of trash collection practices.

Kathryn Boss, Coeur d'Alene, explained that she received no notice of the trash collection change and only learned of it when her garbage was skipped. She emphasized that the neighborhood was designed around alley access, with garages and parking located there, and most homes lack front driveways. She noted that moving trash service to the street would create significant challenges for residents and asked the Council to consider these factors in its review.

Mike Gridley, Coeur d'Alene, thanked outgoing Mayor Woody McEvers for his service and wished incoming Mayor Dan Gookin good luck, acknowledging the challenges city leadership faces. He praised the Council and staff for their excellent work in making Coeur d'Alene a desirable place to live and expressed appreciation for their efforts in running the city effectively.

Bill Elliot, Coeur d'Alene, read a letter from neighbor Jonathan Burns regarding the halt of alley trash pickup. Mr. Burns stated in his letter that Republic Services admitted alley service could continue safely with minor adjustments, such as adding a second worker or purchasing a smaller truck, which would cost residents money over the contract term. While acknowledging safety goals, Mr. Burns argued the change places an unnecessary burden on residents, many of whom lack front access for trash cans. He urged the City Attorney and City Administrator to review the matter promptly and negotiate a reasonable solution.

#### **CONSENT CALENDAR:**

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 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 FINAL PLAT APPROVAL, ACCEPTANCE OF IMPROVEMENTS, MAINTENANCE/ WARRANTY AGREEMENT AND SECURITY FO THE TRAILS 7<sup>TH</sup> ADDITION.

**MOTION:** Motion by Evans, seconded by Gabriel to approve the Consent Calendar as presented, including **Resolution No. 26-001**.

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

**ANNOUNCEMENTS:** Councilmember Wood acknowledged public concerns about the recent change in alley trash collection and clarified Council was unaware of the issue until receiving resident emails. Councilmember Gookin assured the community that the matter will be reviewed with the City Administrator and City Attorney emphasizing transparency in the process. Mayor McEvers expressed confidence that the issue can be resolved and reflected on his time in office, thanking colleagues and residents for their support.

### **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.

**STAFF REPORT:** Parks and Recreation Director Bill Greenwood reported that The Buoy LLC, the Harbor House concessionaire since 2016, is entering a new year-round lease agreement following previous seasonal operations and a layout expansion approved in 2020. The Buoy will cover all costs associated with winter-operation upgrades and must meet all city building and fire code requirements before beginning winter service. The updated annual fee is \$40,000, with future adjustments tied to the CPI-U West index. Due to ongoing construction needs, the new agreement will be effective from March 1, 2026, through December 31, 2031. Buoy LLC, operated by Essex Prescott and Cory and Jared Schneider, has consistently provided excellent service in a highly visible location. Mr. Greenwood requested Council approval of a five-year lease, with an option for a five-year renewal, for year-round concession services at the McEuen Park Rotary Harbor House.

**DISCUSSION:** Councilmember Wood commented that the Harbor House proposal was previously reviewed by the Parks and Recreation Commission, where it received unanimous approval. She praised the contractor for their positive impact on the park and the community. Councilmember Miller raised concerns about lease rates, noting the lack of details on expanded square footage and questioning whether the current rate is fair compared to other waterfront businesses with higher overhead. She emphasized the need to review pricing for premium lakefront property and ensure competitive bidding for such opportunities. She also noted that the City services the restrooms and absorbs those expenses and will take on more. She asked what discussions had occurred regarding comparable lease rates. Mr. Greenwood explained that the lease went through a formal bidding process, rates have increased based on CPI, and the footprint remains unchanged; the proposal only extends the operating season, not the space. Councilmember Miller reiterated the importance of monitoring lease rates for fairness as the operation evolves into a full-time restaurant model. Councilmember Gookin asked about the Harbor House lease rate of \$40,000 and whether other vendors pay similar amounts. Mr. Greenwood confirmed that the resort pays that much and explained that vendor rates vary widely, citing examples such as river dock

vendors paying \$50,000 combined and food truck bids that often attract few bidders. He noted that the Harbor House rate was negotiated through a formal bidding process, includes CPI-based increases, and reflects an extended operating season rather than expanded space. Councilmember English inquired about food truck rates on East Sherman, and Mr. Greenwood clarified that those are on private property and outside city control.

**MOTION:** Motion by Wood, seconded by English to approve **Resolution No. 26-002**; approving a 5-year Lease Agreement with the Buoy, LLC for concession services at the Harbor House.

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

### **RESOLUTION NO. 26-003**

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

**STAFF REPORT:** Streets and Engineering Director Todd Feusier outlined the City's plan to upgrade sidewalks to meet the Americans with Disabilities Act (ADA) requirements, noting that recent paving projects require compliant ramps with features like yellow domes, proper slopes, and landing spaces. After evaluating 125 locations, the city aims to address 50 this year through a bid process, with work funded from the Overlay/Chipseal Program budget. Costs average about \$10,000 per ramp, making contractor assistance necessary. The goal is to issue bids by February for competitive pricing, and staff recommend awarding a Professional Services Agreement to HMH Engineering to manage the bidding process.

**DISCUSSION:** Mayor McEvers asked how often ADA ramp design standards change, noting that older designs once met requirements. Mr. Feusier explained that ADA requirements can change annually or every few years, and the City is behind on updates, which is why they plan to upgrade 50 ramps at once and continue monitoring changes each year.

**MOTION:** Motion by Gookin, seconded by Wood to approve **Resolution No. 26-003**; approving 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.

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

**OATHS OF OFFICE:** City Clerk Renata McLeod administered the oath of office to elected Mayor Dan Gookin and re-elected Councilmembers Amy Evans, Kiki Miller, and Kenny Gabriel.

**MAYOR AND COUNCIL COMMENTS:** Councilmember Wood expressed gratitude to Mayor McEvers, recalling meeting him years ago as a kind and generous person, and thanked him for his dedicated service to the City of Coeur d’Alene and the Council. Councilmember English stated that Mayor McEvers built an incredible legacy and acknowledged him for a job well done at the City. Councilmember Evans thanked Mayor McEvers for his mentorship and friendship throughout their time working together in Planning Commission and City and expressed that their relationship extended beyond colleagues to family. Councilmember Miller reflected on their long history, wished him well and expressed appreciation as he moved on. Councilmember Gabriel thanked him for his service to the City. Councilmember Gookin reflected on their long-standing relationship, recalling early Council meetings where Mayor McEvers was among the few who welcomed him and spoke kindly to him. He expressed appreciation for his consistent positivity and friendship. Councilmember English presented Mayor McEvers with his plaque and gavel, thanking him for his 23 years of service to the City. Mayor McEvers noted that it has been his privilege to serve the community over the years and that stepping away will be an interesting new chapter in his life.

**RECESS:** Mayor McEvers called for a recess at 6:50 p.m. The meeting reconvened at 7:05 p.m.

**ROLL CALL:** Mayor Gookin asked for the Council attendance to be noted in the minutes. Council members present being:

Kenny Gabriel                     )  
Amy Evans                         )  
Dan English                     )  
Kiki Miller                        )  
Christie Wood                    )

**ELECTION OF COUNCIL PRESIDENT:** Motion by Wood, seconded by Miller, to elect Councilmember Evans as Council President. **Motion carried.**

**ANNOUNCEMENTS:** Mayor Gookin honored Police Chief Lee White during his final Council meeting before retirement, expressing deep gratitude for his service and leadership. From the moment he stood out in the hiring process, Chief White went on to make a lasting impact, reducing crime in Coeur d’Alene by more than 70% and implementing effective policing strategies. In recognition of his contributions, Mayor Gookin presented him with the first-ever “key to the City of Coeur d’Alene.”

**COMMITTEE APPOINTMENTS:** Mayor Gookin stated that the General Services/ Public Works Committee, will now be referred to as General Services Committee as the first meeting of the month and the second meeting as Public Works Committee. General Services Committee will attend the first meeting of the month and will include Councilmember Evans as the committee Chair, with Councilmembers English and Wood. Public Works Committee, held as the second meeting of the month, will include Councilmember Miller as the committee Chair, with Councilmembers Gabriel and the person appointed to Council Seat #3. Mayor Gookin noted that if Council wants other seat assignments throughout the year to let him or staff know, and changes will be done by seniority.



Mayor Gookin noted that Committee assignments will be as follows: Councilmember Wood to the Sick Leave Bank, Panhandle Area Council, and the Parks and Recreation Commission. Councilmember Evans to the Pedestrian/Bicycle Advisory Committee. Councilmember Gabriel to the CDATV Committee and to the KCEMS joint powers board. Councilmember Miller to the Historic Preservation Commission. The new Councilmember to be appointed to Council Seat #3 shall be appointed to the Parking Commission. The Mayor will continue to represent the City on the KMPO board.

Other appointments and continued representation that are not direct appointments include: Councilmember Wood shall represent the City on the Coeur d'Alene Area Economic Development Corporation (formally Jobs Plus). Councilmember Evans shall retain her seat on the Arts Commission, ignite CDA, and represent the City on the Centennial Trails Foundation. Councilmember Gabriel shall represent the City at the Association of Idaho Cities. Councilmember English shall continue to serve on the Library Board and will represent the City at Lake City Center. Councilmember Miller shall retain her seat on ignite CDA and represent the City at the Joint Chambers and NIBCA.

**RECESS:** Motion by Wood, seconded by Gabriel, to 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. **Motion carried.**

The meeting ended at 7:13 p.m.

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Daniel K. Gookin, Mayor

ATTEST:

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Jo Anne Mateski  
Executive Assistant

MINUTES OF A CONTINUED MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D' ALENE, IDAHO,  
HELD AT CITY HALL CONFERENCE ROOM #6

January 8, 2026

The Mayor and Council of the City of Coeur d'Alene met in a continued meeting of said Council at the City Hall Conference Room #6 on January 8, 2026 at 9:00 a.m., there being present the following members:

Dan Gookin, Mayor

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

**CALL TO ORDER:** Mayor Gookin called the meeting to order.

**COUNCIL INTERVIEWS AND DISCUSSION OF CANDIDATES FOR VACANT COUNCIL SEAT#3:** Mayor Gookin stated that the purpose of the meeting is for Council to interview and discuss candidates for Council Seat #3, in accordance with the Human Resources policies. He noted that the interview process will include Councilmembers taking turns asking various questions. There are 18 interview questions, and each candidate is provided with 45 minutes each. The following questions were asked by Mayor and each Councilmember as follows: 1 Mayor Gookin; 2-4 Councilmember Evans; 5-7 Councilmember Wood; 8-10 Councilmember Gabriel; 11-13 Councilmember Miller; 14-16 Councilmember English; and 17-18 Mayor Gookin.

1. How long have you lived in CDA and why do you want to be on the City Council?
2. What is your understanding of the role of a Councilmember?
3. What unique skills or perspectives would you bring to the position of Councilmember?
4. What community/public services or activities in Coeur d'Alene have you been involved in?
5. What leadership roles have you held?
6. All of us may have areas of the city government or public issues, due to our experience or other factors, that are of particular interest to us. How would you separate that special interest from decisions that you need to make on behalf of the whole city, including all citizens, businesses, and city employees?
7. What do you believe are the top five items of concern for our citizens? How would you bring those forward to your fellow Councilmembers?
8. What is your understanding of urban renewal and what do you consider the benefits and detriments of urban renewal for the City of Coeur d'Alene and why?
9. How would you contribute to a collaborative and respectful debate and discussion with fellow Councilmembers? How do you believe you would handle speaking up in public during debates and discussions, even if you appear to be in the minority?

10. Do you have any experience that gives you a particular understanding of Idaho city governance, finance, and authority? Explain.
11. What issues do you think would raise concerns for the City regarding large developments, without mentioning any specific development, and why?
12. What ideas do you have to address the City's current budget shortfall?
13. What ideas would you bring forward to address traffic issues within the City of Coeur d'Alene?
14. If you were engaged in strategic planning, what services do you believe the Council and Mayor should be focused on for city residents in the next 5 years?
15. What is your experience with public budgets, public policy, and City, State, and Federal laws that pertain to Municipal Government?
16. Are you aware of any current conflicts of interest that may affect your service as a councilmember?
17. What is your opinion about fraternization with City staff, for example going out for drinks, parties, birthdays, and/or outside of city business?
18. Do you have any questions for us, or do you have anything else you would like to share with us?

**TONYA COPPEDGE:** Ms. Coppedge noted that she has lived in Coeur d'Alene since childhood and seeks a Council seat to apply her MBA in Healthcare Administration and continue serving the community. She views the Council's role as setting vision and policy, not operations, and higher-level decision making. She believes her healthcare background and extensive community interaction offer a unique and broad perspective. Her experience includes nearly a decade with nonprofits such as Cancer Clinic at Kootenai Health, Heritage Health, AmeriCorps service, and informal leadership through training interns as a pharmacy technician. Key interests include public health, accessibility and well-being, and addressing barriers for underserved populations. She identifies affordability, housing, transportation, infrastructure, and effective communication as top citizen concerns and emphasizes collaboration, transparency, and respectful debate. While unfamiliar with urban renewal and city finance, she is eager to learn and contribute thoughtfully. She values listening, data-driven decisions, and would advocate confidently even in the minority. Strategic priorities she noted include infrastructure and housing. Ms. Coppedge acknowledged her experience with public budgets and policies is limited, though she emphasized her ability to learn quickly, noting she completed her MBA in six months through Western Governors University's self-paced program. She stated she is unaware of any conflicts of interest but would recuse herself if any arise. Regarding fraternization with city staff, she considers it inappropriate and would avoid such interactions. Ms. Coppedge inquired what resources and steps would help a new Councilmember transition effectively, expressing interest in guidance and learning tools. She concluded by noting her familiarity with high-pressure environments and the importance of earning trust, drawing from her pharmacy experience.

**DAN SHECKLER:** Mr. Sheckler has lived in Coeur d'Alene since 2011 and has deep family roots in North Idaho, motivating his desire to help set a long-term course for community stability. He views the Council's role as nonpartisan and focused on core city functions like public safety, housing, and infrastructure, avoiding broader cultural issues. His background as an attorney provides experience in conflict resolution and understanding the real-world impact of laws. Mr. Sheckler has led Coeur d'Alene Youth Sailing since 2018, served as the Associated Students of

North Idaho College (ASNIC) President, and participated in the Open Space Committee in 2011 and Bonner County Planning and Zoning Commission, and helps some nonprofits in his legal capacity. His primary interest is land use and housing affordability, advocating for flexible density rules in new developments to support attainable housing. He identifies growth, affordability, and taxes as top citizen concerns and favors public workshops for collaborative decision-making. Mr. Sheckler stated his understanding of urban renewal is limited but sees it as a tool for funding infrastructure and expanding the tax base. He supports the concept but emphasized the need for accountability in spending public funds to avoid favoritism or misuse. On collaboration, he highlighted his legal experience in conflict resolution, stressing patience, listening, and finding common ground. He affirmed he would speak up publicly even as the lone dissenting voice, citing a past example where he opposed a resolution in a politically charged setting and defended his stance despite strong opposition. Regarding city governance, he noted limited financial expertise but significant experience with city codes, quasi-judicial processes, and legal frameworks from his law practice. On large developments, he identified traffic as the primary concern, along with impacts on schools and parks, advocating for proactive engagement with school boards and transparent workshops to address long-term planning needs. He suggested addressing the city's budget shortfall by exploring additional revenue streams such as fees and considering a local option sales tax to reduce reliance on property taxes. He noted that a sales tax could help distribute costs to visitors and alleviate pressure on homeowners, while emphasizing the need for prudent spending to maintain essential services like police and fire. On traffic issues, Mr. Sheckler admitted he had no clear solution, stressing the importance of multimodal transportation and deferring to traffic engineers and planners. For strategic planning, he prioritized maintaining strong public safety services, which he believes distinguish Coeur d'Alene from neighboring areas. He cited broad legal experience with state and federal laws, though acknowledged he is not an expert in municipal finance and would seek counsel when needed. Mr. Sheckler disclosed a potential conflict of interest due to his criminal defense practice involving cases against the city prosecutor's office, which he would resolve by substituting out or declining such cases. On fraternization with staff, he supported limited social interaction with clear professional boundaries. He closed by expressing his love for North Idaho and commitment to fair, fact-based decision-making that respects public input.

Mayor called for a recess at 10:08 a.m. The meeting reconvened at 10:13 a.m.

**TODD TONDEE:** Mr. Tondee has lived in Coeur d'Alene for six years and in the region for over 30 years. He wants to join the Council to help navigate upcoming leadership transitions, citing extensive experience in government roles, including Post Falls City Council, Kootenai County Commissioner, and Post Falls Highway District. His background also includes managing businesses, leading a real estate team, and serving on boards such as Boys & Girls Club and Green Idaho Foundation. Mr. Tondee emphasized strong leadership skills, customer service, transparency, and strategic thinking, with interests in planning and zoning and addressing growth challenges. He identified infrastructure, traffic, management employee retirements, and fire department transitions as key concerns and stressed fact-based decision-making, respectful dialogue, and openness to input when working with Councilmembers. Mr. Tondee supports urban renewal as a strategic tool when applied with clear goals, measurable taxpayer benefits, and defined end dates, citing successful experience with Post Falls projects. He favors its use for job creation over housing but is open to exceptions for affordable housing needs. He emphasized

respectful, fact-based dialogue and said he is comfortable speaking publicly even in the minority, referencing past experiences. He brings extensive knowledge from prior roles in city and county government, including tax and planning processes. On large developments, he stressed managing traffic and utility impacts while acknowledging infrastructure must follow growth, advocating for smart planning and right-of-way protection. For the budget shortfall, Mr. Tondee plans to review department spending and avoid creating future financial cliffs, noting challenges like Fire Department restructuring. On traffic, he supports expanding roads where feasible and praised roundabouts for improving flow. Strategic priorities include hiring a new City Administrator, Police Chief, and Fire Chief, and managing Fire Department reorganization. He reported no current conflicts of interest but would recuse himself if real estate work created one. Regarding fraternization, Mr. Tondee sees value in occasional informal interactions for candid feedback but warns against favoritism or perceived impropriety. He asked about the timing and process for upcoming leadership transitions and whether the Fire Department reorganization would occur before hiring a new chief. He also inquired about what qualities or contributions the Council is seeking from the new member.

**DISCUSSION:** Mayor Gookin stated that he will announce his nominee next week, with Council confirmation scheduled for the January 20 meeting. He remarked that all candidates are highly qualified. Councilmember English noted that each candidate brings unique value to the role. Councilmember Wood thanked all participants for engaging in the process, emphasizing the importance of transparency and public involvement.

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

The meeting adjourned at 10:44 a.m.

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Daniel K. Gookin, Mayor

ATTEST:

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Jo Anne Mateski  
Executive Assistant

January 12, 2026  
**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Council Member Amy Evans, Chairperson  
Council Member Christie Wood  
Council Member Dan English

**STAFF**

Troy Tymesen, City Administrator  
Tom Greif, Fire Chief  
Justin Kimberling, Assistant Director, Streets & Engineering  
Ryan Hunter, Chief Deputy City Attorney  
Melissa Tosi, Director, Human Resources  
Juanita Knight, Senior Legal Assistant

**Item 1.        Approval of a sole source purchase of Brine Salt from Crapo LTD.**  
**(Consent Resolution)**

Justin Kimberling, Assistant Director for Streets & Engineering, requested Council approval for the purchase of brine salt as a sole source expenditure. Mr. Kimberling explained that since 2008, the City has produced its own liquid deicer. Initially, production capacity was a few thousand pounds per hour; however, through changes in products and equipment, staff has steadily increased production. The facility can now produce between 6,000 and 7,000 pounds per hour.

Mr. Kimberling further explained that there is only one plant that manufactures extra-coarse brine salt, and it is located in Utah. No other manufacturers in the region produce this product, and the City has purchased brine salt from this supplier since 2008. Idaho Code § 67-2808(2)(a) allows a local governing board to declare a “sole source” procurement when there is only one reasonably available vendor for a public works project, service, or personal property.

Funding for de-ice materials and chemicals is included in the currently approved budget. The City’s brine manufacturing facility relies on extra-coarse brine salt to maximize peak production and reduce operating costs, and at this time there is only one manufacturer of this product available in the region.

Councilmember Wood asked if this is brought forward because they are out of product or this is just a continuation of the contract. Mr. Kimberling said it is just the continuation of the contract.

**MOTION: by English, seconded by Wood, to recommend that Council approve the sole source purchase of Brine Salt from Crapo LTD. Motion Carried.**

**Item 2.        Negotiations with Coeur d’Alene Firefighters Local 710 – Approval of the reorganization of Fire Department staffing and Amendment No. 1 to the Fire Union Agreement.**  
**(Agenda)**

Tom Greif, Fire Chief, requested Council approval of proposed amendments to the Coeur d’Alene Firefighters Local No. 710 IAFF Agreement to establish a Division Chief rank and compensation, along with a proposed reorganization of the Fire Department. Chief Greif explained that approximately 16 years ago, the hourly Division Chief/EMS position was reallocated to an exempt Deputy Fire Chief, resulting in the removal of the Division Chief

classification from the IAFF agreement. In September 2020, Council approved an EMS Officer classification under the IAFF agreement; however, that position is currently vacant. With the vacancy of the EMS Officer position and the upcoming retirements of two Deputy Fire Chiefs and the Fire Chief, the Department has an opportunity to reorganize to better meet future needs. The EMS Officer position would be restructured into one of three operational divisions led by Division Chiefs (EMS, Training, and Logistics). The proposed Division Chief classification would be compensated at a converted 40-hour hourly Captain wage. Through attrition, exempt Deputy Fire Chief positions would be refilled with an exempt Assistant Fire Chief and hourly Division Chiefs.

Key highlights of the amended agreement include:

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

Chief Greif also explained the financial impacts include the following annual base wages: Deputy Fire Chief (\$101,857–\$143,270), EMS Officer (\$75,462–\$116,043), proposed Division Chief (\$82,867–\$127,462), and proposed Assistant Fire Chief (\$114,025–\$160,451). The anticipated total annual budget increase is approximately \$56,103, which includes the proposed Assistant Fire Chief classification for transparency. Division Chiefs would receive negotiated availability pay, be eligible for overtime, and are expected to generate minimal additional cost. Staffing levels would be adjusted through the next budget process. The agreement was negotiated in good faith and provides an additional rank within the department. The proposed reorganization aligns more closely with fire service industry standards and is expected to improve internal recruitment by offering a future pathway back to line positions.

Councilmember English stated that the new organizational chart makes sense and asked how many employees a Division Chief would supervise. Chief Greif responded that within administration and the fire service, an average span of control is five to seven employees.

Councilmember Wood said she had expressed concerns regarding the proposed reorganization and whether it would be advantageous to both the City and the Fire Department. She stated that she had multiple discussions with Chief Greif, Deputy Chief Deruyter, and Fire Union President Gabe Eckhert. One of her primary concerns was the delineation between Administration and the Union. Councilmember Wood noted she was assured by Chief Greif that the Fire Chief and Assistant Fire Chief would handle all personnel issues and discipline, which she believes is important to maintaining the integrity of both the Fire Department and the Union.

Chief Greif reiterated that the Fire Department follows a progressive discipline policy. He explained that any disciplinary action beyond a letter of expectation is handled by Administration, in coordination with the City Attorney and Human Resources, and includes the Fire Union President.

Councilmember Wood asked about anticipated future costs and how the change would be funded immediately.

Finance Director Katie Ebner explained that ongoing costs would primarily consist of annual merit increases. She noted that employees filling the proposed positions may be at the top of their pay ranges and added that potential cost savings would be seen from replacing Deputy Fire Chief positions with lower-paid Division Chief positions.

Councilmember Evans stated that opportunity and timing are key. She thanked staff for their work on the proposal, noting the extensive discussion and effort over the past several weeks, and expressed that the reorganization presents a positive opportunity for the department and internal career growth.

**MOTION: by English, seconded by Wood, to recommend that Council approve the reorganization of Fire Department staffing and Amendment No. 1 to the Fire Union Agreement. Motion Carried.**

**Item 3.        Approval of a Professional Services Agreement with BestDay HR for a city-wide classification and compensation study.**  
**(Agenda for discussion only)**

Troy Tymesen, City Administrator, presented a proposed Professional Services Agreement between the City of Coeur d'Alene and BestDay HR, in place of Melissa Tosi, Human Resources Director, for a city-wide classification and compensation study. Mr. Tymesen explained that the City's last classification and compensation study was completed by BDPA, Inc. and approved by Council in 2017. Since that time, Human Resources has continued to update classifications, create new positions, review market data and internal equity, and utilize consultants—formerly Ameriben and currently BestDay HR—for recommendations and leveling.

Mr. Tymesen stated the City has reached a point where reviewing individual classifications is no longer sustainable, and changes in the job market over the past nine years warrant a comprehensive review. The study will evaluate pay grades 1–22 for compression or misalignment, assess the need for additional pay grades, and include a review of fire and police pay schedules and ranks, as well as police specialty pay. Upon completion, BestDay HR will provide a report with key findings and recommendations, updated Kinds & Levels charts and wage ranges, rationale for job matches and pay structures, and will present findings to City leadership and stakeholders. The anticipated project timeline is approximately three months.

Mr. Tymesen noted the proposed cost for the study is \$55,000, reflecting the scope and customization of the project. Police specialty pay comparisons are expected to be included within that cost; however, any work exceeding the scope would be billed at \$185 per hour. Human Resources has \$30,000 budgeted in the current fiscal year, with the remaining cost funded through Human Resources professional services savings and the City's fund balance from previously budgeted but unused class/comp study funds.

The proposed study has been discussed with all three collective bargaining groups. LCEA supports the study pursuant to Resolution No. 25-051 and agrees to discuss results and implementation options upon completion. The LCEA agreement is effective through September 30, 2027. Coeur d'Alene Firefighters Local No. 710 also supports participation in reviewing fire ranks, with their agreement effective through September 30, 2028. The Police Officer Association supports the study, including review of sworn officer specialty pay, and its agreement is effective through September 30, 2026.

Councilmember English stated that the City has discussed conducting a classification and compensation study for some time and expressed general support for the effort. He noted that the City operates with efficient staffing levels and does not have excess personnel to perform this type of specialized work in-house. He commented that the proposed cost is reasonable and represents money well spent to ensure due diligence.



Mr. Tymesen agreed with the observation and noted that BestDay HR has an established data repository, which will help streamline the process. He added that the proposed cost is reasonable given the scope of work for approximately 420 City employees, many of whom will not require releveling.

Councilmember Wood expressed support for conducting a classification and compensation study but raised questions regarding cost, scope, and implementation. She asked for clarification on the proposed \$55,000 cost, noting the estimated project hours and potential for additional costs if the upper range of hours is reached.

City Administrator Troy Tymesen explained that the \$55,000 represents a blended, fixed project cost based on varying consultant hourly rates, intended to avoid cost overruns. He stated that \$55,000 is the cap, and any work beyond the agreed scope would require City approval. Councilmember Evans asked whether a formal cap would be helpful, and Mr. Tymesen confirmed the cap is \$55,000.

Councilmember Wood raised concerns regarding the allocation of project hours, particularly the limited time assigned to job description review, data cleaning and normalization, and the “kinds and levels” evaluation. She requested further explanation of certain technical terms in the proposal and asked to review an example of the consultant’s prior work for better understanding.

Human Resources Director Melissa Tosi explained that the consultants anticipate completing the full scope of work within the \$55,000 cost. Any additional work outside the scope would be billed at \$185 per hour, including police specialty pay analysis if it is not completed within the existing scope. She confirmed that the Police Officer Association requested inclusion of specialty pay in the study.

Ms. Tosi also clarified that the consultant would assign its own project team and that the City would form an internal committee with representatives from employee groups and department leadership to assist with information sharing and coordination.

Councilmember Wood stated she would submit a counterproposal for Council consideration that would explore conducting the study internally at a lower cost. She emphasized the importance of including long-term financial planning as part of any implementation and reiterated her support for completing a compensation study.

Ms. Tosi noted that a previously discussed \$10,000 proposal was limited in scope and not comparable to the current city-wide study. She stated that an external consultant is recommended to ensure objectivity and that Human Resources and Finance would remain involved throughout the process.

**MOTION: by Wood, seconded by English to forward this item to the full City Council for discussion of the proposed Professional Services Agreement with BestDay HR for a city-wide classification and compensation study. Motion Carried.**

Recording of the meeting can be found at:

<https://www.youtube.com/live/WUINYpoqWA8?si=3mxnPFHecXgxjbh>

The meeting adjourned at 12:43 p.m.

Respectfully submitted,

Juanita Knight, Senior Legal Assistant

Recording Secretary

DATE: JANUARY 20, 2026  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: MARCH 3, 2026

Mayor McEvers,

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

**MARCH 3, 2026:**

ITEM NUMBER: A-1-26

REQUEST: Aspen Homes and Development, LLC is requesting annexation approval for a 1.937-acre parcel from County Ag-Suburban to City R-3 (Residential at 3 units per acre).

LOCATION: 2739 E. Thomas Lane, Coeur d'Alene, ID 83815

COMMISSION ACTION: On January 13, 2026, the Planning and Zoning Commission voted 5-0 to recommend that the City Council adopt the R-3 zoning in conjunction with annexation and approved the related 4 single-family residential lots and one tract for a private shared driveway to be known as Mountainside at Canfield Subdivision subject to approval of the annexation by City Council. Two commissioners were absent.



**City of Coeur d'Alene  
Cash and Investments  
12/31/2025**

Description	Balance
<b>U.S. Bank</b>	
Checking Account	\$ 91,277
Checking Account	94,138
Checking Account	8,270,499
Investment Account - Police Retirement	256,242
Investment Account - Cemetery Perpetual Care Fund	1,314,554
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	36,930,548
State Investment Pool Account - Bond Proceeds	15,649,472
<b>Spokane Teacher's Credit Union</b>	
Certificate of Deposit	7,903,762
<b>Numerica Credit Union</b>	
Certificate of Deposit	10,750,293
Money Market	17,111,744
<b>Cash on Hand</b>	
Treasurer's Change Fund	1,350
<b>Total</b>	<b>\$ 98,373,880</b>

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

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



**CITY OF COEUR D'ALENE**  
**Treasurer's Report of Cash and Investment Transactions**

FUND NAME	BALANCE 11/30/25	RECEIPTS	DISBURSEMENTS	BALANCE 12/31/25	12/31/2024
General-Designated	\$ 3,285,133	\$ 15,787	\$ 66,952	3,233,968	\$ 6,464,719
General-Undesignated	8,806,220	9,618,590	12,444,039	5,980,771	5,901,821
Special Revenue:					
Library	(247,640)	46,664	159,829	(360,805)	(418,293)
CDBG	(18,512)	1,000	44,801	(62,313)	(40,807)
Cemetery	(31,820)	18,600	34,018	(47,238)	105,541
Parks Capital Improvements	1,876,470	14,600	7,709	1,883,360	1,171,824
Impact Fees	9,170,565	121,925	2,847	9,289,643	6,980,101
Annexation Fees	1,040,557	3,338	-	1,043,895	12,003
American Recovery Plan	-	-	-	-	1,857,213
Cemetery P/C	1,337,481	10,697	6,810	1,341,368	1,255,647
Jewett House	159,658	1,912	1,257	160,313	110,186
Street Trees / Reforestation	163,725	2,625	9,793	156,558	182,077
Public Art Fund	45,665	2,311	5,079	42,898	71,298
Public Art Fund - ignite	440,294	1,412	-	441,706	430,018
Public Art Fund - Maintenance	187,760	602	45	188,317	182,338
Debt Service:					
2015 G.O. Bonds	161,817	26,795	-	188,612	166,955
Capital Projects:					
Street Projects	3,086,286	52,210	85,134	3,053,362	6,387,504
2025 Fire Department Bond	9,387,204	31,238	6,226	9,412,216	-
Riverstone Mill Site Project	-	-	-	-	-
Enterprise:					
Street Lights	127,011	124,926	171,731	80,207	67,104
Water	4,412,200	1,006,348	1,236,346	4,182,202	4,323,622
Water Capitalization Fees	8,174,595	76,426	-	8,251,021	6,353,304
Wastewater	24,058,684	2,476,684	1,687,616	24,847,751	20,189,488
Wastewater-Equip Reserve	-	-	-	-	-
Wastewater-Capital Reserve	6,696,000	-	-	6,696,000	6,696,000
WWTP Capitalization Fees	12,180,841	171,906	8,399	12,344,348	6,176,080
WW Property Mgmt	72,766	-	-	72,766	72,766
Sanitation	825,335	781,222	726,495	880,063	686,824
Public Parking	2,367,736	75,453	97,256	2,345,933	1,303,034
Drainage	837,769	176,524	172,262	842,031	1,146,500
Wastewater Debt Service	719,827	2,687	-	722,514	686,016
Fiduciary Funds:					
Kootenai County Solid Waste Billing	664,001	412,929	769,950	306,980	277,951
KCEMSS Impact Fees	8,634	6,010	11,740	2,904	5,940
Police Retirement	452,502	2,908	12,672	442,737	431,003
Sales Tax	5,085	3,215	5,633	2,667	1,840
BID	361,006	38,561	1,550	398,017	391,906
Homeless Trust Fund	1,104	962	1,105	961	813
City Employee - Fundraised for Events	-	8,226	80	8,146	-
GRAND TOTAL	\$ 100,815,959	\$ 15,335,293	\$ 17,777,373	98,373,879	\$ 79,630,336

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

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



CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
THREE MONTHS ENDED  
December 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	ORIGINAL BUDGET	SPENT THROUGH	PERCENT EXPENDED
Mayor/Council	Personnel Services	277,659	63,069	23%
	Services/Supplies	9,150	1,305	14%
Administration	Personnel Services	257,089	63,351	25%
	Services/Supplies	2,590	1	0%
Finance	Personnel Services	882,574	211,245	24%
	Services/Supplies	1,031,103	498,382	48%
Municipal Services	Personnel Services	1,897,474	428,265	23%
	Services/Supplies	1,176,287	222,538	19%
	Capital Outlay		-	
Human Resources	Personnel Services	406,714	101,073	25%
	Services/Supplies	141,405	30,111	21%
Legal	Personnel Services	1,371,251	294,156	21%
	Services/Supplies	76,000	18,045	24%
Planning	Personnel Services	771,180	188,849	24%
	Services/Supplies	43,200	12,963	30%
	Capital Outlay	-		
Building Maintenance	Personnel Services	647,043	94,872	15%
	Services/Supplies	261,950	67,331	26%
	Capital Outlay	20,000		0%
Police	Personnel Services	18,993,740	4,628,236	24%
	Services/Supplies	2,121,325	315,449	15%
	Capital Outlay	350,500	76,851	22%
Fire	Personnel Services	13,884,452	4,089,488	29%
	Services/Supplies	1,159,340	120,441	10%
	Capital Outlay	-	-	
General Government	Services/Supplies	70,810	886	1%
	Capital Outlay			
Police Grants	Personnel Services	567,458	139,028	25%
	Services/Supplies	-	-	
	Capital Outlay	-	-	
Streets	Personnel Services	3,771,643	882,600	23%
	Services/Supplies	3,104,350	175,102	6%
	Capital Outlay	140,000	20,150	14%

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	ORIGINAL BUDGET	SPENT THROUGH	PERCENT EXPENDED
Parks	Personnel Services	2,292,543	445,513	19%
	Services/Supplies	796,350	132,244	17%
	Capital Outlay	170,000	88,200	52%
Recreation	Personnel Services	678,589	155,463	23%
	Services/Supplies	160,250	14,878	9%
Building Inspection	Personnel Services	1,124,512	258,840	23%
	Services/Supplies	55,536	6,790	12%
	Capital Outlay	-	-	
Total General Fund		58,714,062	13,845,715	24%
Library	Personnel Services	1,699,077	362,922	21%
	Services/Supplies	231,000	68,716	30%
	Capital Outlay	210,000	26,251	13%
CDBG	Personnel Services	114,379	27,304	24%
	Services/Supplies	228,592	36,010	16%
Cemetery	Personnel Services	183,493	69,826	38%
	Services/Supplies	147,927	24,614	17%
	Capital Outlay	35,000	-	0%
Impact Fees	Services/Supplies	-	-	
Annexation Fees	Services/Supplies	580,000	-	0%
Parks Capital Improvements	Capital Outlay	781,100	58,485	7%
Cemetery Perpetual Care	Services/Supplies	19,700	16,272	83%
Jewett House	Services/Supplies	33,115	5,381	16%
Street Trees	Services/Supplies	137,000	17,843	13%
Public Art Fund	Services/Supplies	201,000	25,943	13%
		4,601,383	739,567	16%
Debt Service Fund		1,791,067	-	0%
2025 Fire Bond Expenditures		16,336,161	6,231,160	
Atlas - Kathleen to Newbrook	Capital Outlay	-		
Traffic Calming	Capital Outlay	40,000	-	0%
Public Transit Sidewalk Accessibility	Capital Outlay	-	-	
Ramsey Road Rehabilitation	Capital Outlay	-		
15th Street	Capital Outlay	2,300,000	-	0%
LHTAC Pedestrian Safety	Capital Outlay	-	-	
Atlas Waterfront Project	Capital Outlay	-	-	

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	ORIGINAL BUDGET	SPENT THROUGH	PERCENT EXPENDED
Wilbur / Ramsey Project	Capital Outlay	-	-	
Government Way	Capital Outlay	100,000	513	1%
LaCrosse Ave. Improvements	Capital Outlay	-		
		2,440,000	513	0%
Street Lights	Services/Supplies	883,820	125,157	14%
Water	Personnel Services	3,179,931	704,044	22%
	Services/Supplies	5,961,714	501,581	8%
	Capital Outlay	7,309,590	335,119	5%
Water Capitalization Fees	Services/Supplies	3,220,000	-	0%
Wastewater	Personnel Services	3,387,820	817,228	24%
	Services/Supplies	8,978,571	679,642	8%
	Capital Outlay	10,926,000	123,546	1%
	Debt Service	5,542,989	170,377	3%
WW Capitalization	Services/Supplies	5,350,000	-	0%
WW Property Management	Services/Supplies	-		
Sanitation	Services/Supplies	5,625,199	919,579	16%
Public Parking	Services/Supplies	1,759,020	96,600	5%
	Capital Outlay	75,000		0%
Drainage	Personnel Services	253,798	64,708	25%
	Services/Supplies	1,358,154	132,751	10%
	Capital Outlay	640,000	156,067	24%
Total Enterprise Funds		64,451,606	4,826,400	7%
Kootenai County Solid Waste		3,270,000	664,002	20%
KCEMSS Impact Fees		55,000	8,634	16%
Police Retirement		149,000	38,268	26%
Business Improvement District		131,200	100,000	76%
Homeless Trust Fund		6,000	1,576	26%
City Employee - Fundraised for Events		-	80	
Total Fiduciary Funds		3,611,200	812,560	23%
TOTALS:		151,945,479	26,455,914	17%

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

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

RESOLUTION NO. 26-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, FOR THE FOLLOWING: A SOLE SOURCE PURCHASE OF EXTRA COURSE KILN DRIED BRINE SALT FROM CRAPO LTD PER IDAHO CODE§ 67-2808(2)(A); AND RATIFICATION OF THE PURCHASE OF OR EXPENDITURES FOR INVOICES FROM WASTEWATER, STREETS & ENGINEERING, AND THE FIRE DEPARTMENT.

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

- A) Declaring that there is only one source reasonably available, and approving the purchase of Extra Course Kiln Dried Brine Salt from Crapo LTD pursuant to Idaho Code§ 67-2808(2)(a)(v);
- B) Ratification of the purchase of or expenditure for the following invoices for the indicated departments;
  - i. Wastewater - Chiller Replacement in the amount of \$57,920 from Divco;
  - ii. Wastewater - Fabrication of Chemical System PLC Backpanel in the amount of \$80,850 from H2E;
  - iii. Wastewater - Fabrication of Tertiary Membrane Facility PLC Backpanel in the amount of \$87,270 from H2E;
  - iv. Wastewater - Engineering Services for Chem System PLC Upgrade in the amount of \$85,650 from H2E;
  - v. Wastewater - Replacement of Admin. Bldg. HVAC DDC Control system in the amount of \$55,600 from Automated Logic ;
  - vi. Wastewater - Engineering Services for TMF PC Upgrade in the amount of \$78,650 from H2E;
  - vii. Wastewater - Parts and labor to repair WW428S CAT 938M Loader in the amount of \$58,496.16 from Western States CAT;
  - viii. Streets - Grinding and Hauling in the amount of \$76,075 from Cannon Hill Industries; and
  - ix. Fire - Turnouts for new hires in the amount of \$61,722.56 from Curtis Tools for Heroes.
  - x. Wastewater- IPS PLC Upgrade and HMI integration in the amount of \$96,615 from H2E
  - xi. Municipal Services – IT Network switches in the amount of \$20,553.75 from Maplewood Business Partners
  - xii. Municipal Services – for STR Program software, in the amount of \$48,345.59

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 to take the other actions.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements and take the other actions for the subject matters, as set forth in substantially the form attached hereto as Exhibits "A" through "B" 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 20<sup>th</sup> day of January, 2026.

---

Daniel K. Gookin, Mayor

ATTEST:

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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 SHECKLER                      Voted

COUNCIL MEMBER ENGLISH                      Voted

COUNCIL MEMBER GABRIEL                      Voted

COUNCIL MEMBER WOOD                      Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** January 12, 2026  
**FROM:** Justin Kimberling, Streets & Engineering Assistant Director  
**SUBJECT:** Sole Source Approval for the Purchase of Brine Salt

=====

**DECISION POINT:** Should Council approve the purchase of Brine Salt as a Sole Source expenditure?

**HISTORY:** The City of Coeur d'Alene Streets & Engineering Department is responsible for Winter maintenance on City streets. Proper equipment and supplies are necessary to achieve compliance with our requirements and responsibilities.  
Idaho Code § 67-2808(2)(a) allows a local governing board to declare a "sole source" procurement if there is only one reasonably available vendor for a public works project, service, or personal property.

**FINANCIAL ANALYSIS:** Funding for De-Ice Materials / Chemicals is included in the current approved budget.

**PERFORMANCE ANALYSIS:** The city of Coeur d'Alene's manufacturing facility is dependent upon extra coarse brine salt to maximize peak production and reduce operation costs, as of now there is only one manufacturer of this product in the region.

**DECISION POINT/RECOMMENDATION:** Council should declare that there is only one vendor reasonable available for this purchase, authorize staff to publish the declaration in the official newspaper of the City at least fourteen (14) calendar days prior to the award of the contract, and authorize the purchase of Brine Salt from Crapo LTD.

# Freight Quote

## Crapo LTD

130 E Industrial Park Road  
Saint Anthony, ID 83445  
Phone: (208)-624-3293  
braxton@crapotrucking.com

## Quotation for:

The City of Coeur d'Alene

Date 1/15/2025  
Quotation # 101

**Crapo**  
LTD  
ST ANTHONY, IDAHO

Salesperson	P.O. Number	Ship Date	Ship Via	F.O.B. Point	Terms
Braxton Crapo		1/13/2023	Crapo LTD	Destination	Net 30

Quantity	Description	Unit	Unit Price	Column1	Amount
1	Salt & Freight	Per Ton	\$ 145.00		\$ 145.00
				<b>Total Price Per Ton</b>	\$ 145.00

If you have any questions concerning this quotation contact Braxton  
208-624-3293 braxton@crapotrucking.com

Tax Rate	0.00%
Sales Tax	\$ -
Other	\$ -
<b>Total Cost Per Ton</b>	<b>\$ 145.00</b>

Thank you!



715 North Madelia  
Street  
Spokane, WA 99202  
Phone: 509-534-7225  
Fax: 509-534-6865  
www.divcoec.com

**City of Coeur D'Alene**

**Mike Anderson  
Waste Water Director**

**Re: Main Bldg.  
Chiller replacement**

**July 24, 2025  
Proposal # 2025-342**

### **PROPOSAL**

DIVCO shall provide all labor and material to perform the following:

**1. Site Work**

- A. Replace the chiller with many failures. Install a M# 30MPW030 as is there now. The new chiller was crossed with the model number to the new unit.
- B. Modify the water piping on the chilled water side and the condenser water side.
- C. Install a couple strainers on the condenser water side to help keep the unit clean.
- D. Commission the new chiller upon completion.
- E. Dispose of the old chiller properly.

The total price for the above work is **\$57,920.**, plus tax if applicable. Initial for approval MA

Please indicate if this is a public work project and initial accordingly. Yes MA No \_\_\_\_\_

**2. Exclusions**

- A. L&I plan review or upgrades made necessary by the review.
- B. All work to be performed during normal business hours. 8-5 Monday through Friday. Work outside of these hours will be charged shift differential or overtime.
- C. Asbestos survey or asbestos removal if found to be on site.
- D. Any other changes if required by local officials to conform to building or mechanical codes including duct smoke detectors and fire alarms.

**This proposal is good for a period of 30 days from the above date. If you wish us to proceed with this work, please review the attached terms and conditions, sign the last page, and return a copy to us via mail or FAX (509-534-6865).**

Sincerely;  
DIVCO Incorporated

---

Jeff Jewhurst  
Project Consultant



## Project Terms and Conditions

### Special Services

By accepting this proposal Purchaser agrees to be bound by the following terms and conditions unless otherwise indicated herein:

**SCOPE OF WORK** This proposal is based upon straight time labor and excludes all plastering, patching and painting unless otherwise stated in the attachment. Any request by the purchaser for overtime work shall be considered and extra. Purchaser agrees to provide DIVCO (hereinafter called Seller) with required field utilities (electricity, toilets, drinking water, project hoist and elevator service, etc.) Seller agrees at all times to keep the job site clean of debris arising out of it's own operations, and Purchaser shall in no event back charge Seller for Purchaser's cleanup costs without Seller's written consent.

**REMITTANCES** All invoices shall be due and payable in United States currency, free of exchange, collection, or any charges, upon receipt or as otherwise agreed upon and set forth in writing by Seller. The purchaser, if so requested, agrees to furnish Seller with all information necessary to make a proper credit appraisal. Refusal to supply such information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.

**PAYMENTS** Seller reserves the right to render invoices from time to time as the work progresses, which shall be due and payable as provided in the paragraph entitled "Remittances". If the Purchaser becomes overdue in any progress payment or the Purchaser's ability to pay is in doubt, Seller shall be entitled to suspend work and/or avail itself of other legal remedies. Customer will promptly pay invoices within ten (10) days of receipts. Should payment become thirty (30) days or more delinquent, DIVCO may stop all work under this agreement without notice and/or cancel this agreement, and the agreement amount shall become due and payable immediately upon demand. DIVCO will assess a late charge in the amount of 1 1/2 percent per month after thirty (30) days from the invoice date. Customer agrees to pay on demand the amount of all expenses reasonably incurred by DIVCO in efforts to collect the indebtedness in the event that this agreement is referred to an attorney. Customer agrees to pay a reasonable attorney's fee, including fees incurred in both trial and appellate courts or fees incurred without suit, and all court costs and costs of public officials. In the event legal remedy is necessary, venue shall be in Spokane County, Washington.

**INCREASED COSTS** The price specified in this proposal is based upon labor, material and equipment costs ("Base Costs") in effect on the date hereof. Seller shall be reimbursed for costs incurred in excess of Base Costs, plus reasonable overhead and profit, provided such excess costs are incurred for reasons beyond the control of Seller. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Seller, then in the case of permanent unavailability, Seller shall (a) be excused from furnishing said materials or equipment or (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and cost of a reasonable available substitute thereof.

**MATERIALS** Seller will immediately undertake to purchase the material required by the contract and will suitably insure and store the materials on the job site or at other storage facilities. Purchaser agrees to pay for said materials when delivered to the job site or other storage facilities and to pay for the cost of insurance and the cost of storage for said materials.

**WARRANTY** Seller warrants that the equipment furnished by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Seller, for a period of one (1) year from installation. For equipment installed by Seller, if Purchaser provides written notice to Seller of any such defect within thirty (30) days after the appearance or discovery of such defect, Seller shall, at its option, promptly repair or replace the defective equipment. For equipment not installed by Seller, if Purchaser returns the defective equipment to Seller within thirty (30) days after appearance or discovery of such defect, Seller shall at its option, promptly repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with, the warranty for equipment not installed by seller shall be borne by Purchaser. THESE WARRANTIES ARE IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.

**PURCHASER'S REMEDIES** The Purchaser's remedies with respect to equipment found to be defective in material or workmanship shall be limited inclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL THE SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.

**TAXES** The amount of any future sales, use, occupancy, or federal, state or local tax which the seller hereafter shall be obligated legally to pay, either on its own behalf or on behalf of the Purchase or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Purchaser.

Customer: MA DIVCO: \_\_\_\_\_



**LOSS, DAMAGE OR DELAYS** Seller shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, freezeps, strikes, lockout, differences with workmen, riot, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. IN NO EVENT SHALL SELLER BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES, but this sentence shall not relieve Seller of liability for damage to property or injury of persons resulting from accidents caused directly by the negligence of Seller in performance or failure of performance of its obligations under this agreement.

**GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

**PATENT INFRINGEMENT** Seller will hold its Purchaser and the owner harmless from infringement of any United States patent covering equipment of its manufacture. This, of necessity, is limited to the equipment per se and cannot be extended to applications of such equipment in a system, except in writing by an officer of Seller. The Purchaser and Owner shall advise Seller immediately in the event any claims of infringement are brought to their attention.

**ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Purchaser and Seller when accepted in writing by the Purchaser and when subsequently approved in writing hereon at our office in Washington, or by our written acceptance of your purchase order at our office in Washington. Such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties names herein and shall prevail over any inconsistent provision of said order. No waiver, alteration or modification of the terms and conditions on this and the face side hereof shall be binding unless in writing and signed by an authorized representative of Seller at our office in Washington.

**ATTORNEY'S FEES** Purchaser agrees that he will pay and reimburse Seller for any and all reasonable attorneys' fees which are incurred by Seller in the collection of amounts due and payable thereunder.

**INSURANCE** Insurance coverage in excess of Seller's standard limits will be furnished when requested and required. No credit will be given or premium paid by Seller for insurance afforded by others.

**CANCELLATION AND SUSPENSION** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work only upon agreement to pay Seller's adjustment charge.

**CERTIFICATION** The person whose signature appears on the face side hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement, arrangement or understanding between the bidder and any other manufacturer or seller of automatic temperature control systems and that the prices, terms or conditions thereof have not been communicated by or on behalf of the bidder to any such person and will not be communicated to any such person prior to the official opening of the said bid.

**EXECUTIVE ORDER 11246 – Affirmative Action for Minorities and Women**

During the performance of this contract, the Contractor agrees to comply with any applicable requirements of Executive Order 11246 (as amended by EO 11375, 12486, et al) and its implementing regulations at 41 CFR 60-1, 2, 3 and 4, prohibiting discrimination based on race, gender, ethnicity, national origin or religion and requiring affirmative action and EEO reporting to promote equal opportunity. The relevant sections required by 41 CFR 60-1.4 are hereby incorporated by reference

**AFFIRMATIVE ACTION FOR VIETNAM ERA & OTHER VETERANS**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

**AFFIRMATIVE ACTION FOR PERSONS WITH DISABILITIES**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Executive Order 13496 of January 30, 2009 may require our suppliers and subcontractors to post notices of employee union rights, and notify their contractors of same. 29CFR Part 471, Appendix A to Subpart A is hereby incorporate by reference.

Accepted:   
Customer Representative

Date: July 28, 2025

Proposal # 2025-342

Accepted: \_\_\_\_\_  
DIVCO Representative

Date: \_\_\_\_\_

DIVCO / DIVCO Incorporated  
715 North Madelia Street  
Spokane, WA 99202  
509-534-7225  
509-534-6865 FAX



## Engineering Task Order

Task Name	PLC Upgrade – Chemical Backup Panel	Task #	016
Client	CDA Wastewater Utility Dept	PSA/Contract	CDA MSA
Attn	Mike Anderson	H2E Contact	Troy Pefley
Email	MAnderson@cdaid.org	Date	10/7/2025

### Section 1: Scope of Work to be Performed

#### Background:

- CDA Wastewater Utility Dept is requesting supply and fabrication of a Chemical System Backpanel per drawing package 001E02404.

#### Scope of Work:

Fabrication of 1 each Telemetry Control Panel as per drawings 01E02404.

- Material to be provided by H2E as per BOM Drawing number 01E02404-01
  - BOM items 001, 031, 066, and 440 are not included in the quote (Ethernet switch and Panel PC)
- Nameplates as per Nameplate schedule.
- Backpanel crated for shipping
- Shipment to Coeur d'Alene, ID not included

### Section 2: Schedule

9 to 12 weeks delivery after contract receipt

### Section 3: Budget ☒ Fixed Fee ☐ Time and Expense

Chemical Backpanel Supply and Fabrication – **\$80,850**

Milestone Invoice – 50% (\$40,425) Payable on Material Order

Milestone Invoice – 50% (\$40,425) Payable on Panel Delivery

**Total – \$80,850**

Rate Schedule: 2025 Published Rates

### Section 4: Safety and Quality

#### Safety:

NA

#### Quality:

- H2E inspection and point to point continuity testing will be performed and documented using H2E's quality program, procedures and check out forms.
- Panel fabrication using UL listed and recognized components in a safe craftsman-like manner per UL508A & 698A.

### Section 5: Assumptions, Clarifications, and Limitations

#### Assumptions:

- The material included in this estimate is per the BOMs in the provided drawing package.
- No sales or use taxes have been included in this quote. If H2E is required to collect sales or use taxes, H2E will coordinate to develop a contract change notice.
- Milestone invoicing: 50% to be invoiced on Material Order and 50% to be invoiced on backpanel delivery.
- Any installation/termination of control panels and instruments is by others.
- The control panels proposed in this estimate shall be UL508A labeled.

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1200 N. Montana Ave., Helena, MT 59601 | (406) 513-1002



## Engineering Task Order

- All wires will be labeled using Brady "Permasleeve" Thermal Printed Heat Shrink labels.
- Payment terms are net 30-days.
- Proposal is valid for 15-days after date of issuance. Notice(s) to proceed after the 15-day limit will be subject to review for cost escalation and scheduling conflicts.

### Clarifications:

H2E warrants project services will be executed in a diligent, safe, prudent, and workmanlike manner, in accordance with fabrication, and technical practices and standards of the quality reasonably expected within the market/industry of electrical panel fabrication. H2E's sole responsibility for breach of warranty shall be the re-performance of the fabrication services supplied under this contract. Services warranty obligations shall survive for a period of (1) year following delivery.

H2E supplied materials and equipment are warranted by the standard original equipment manufacturers (OEM) warranty. The foregoing warranty is in lieu of all other warranties, express or implied, specifically including but not limited to any warranties of merchantability or fitness for any particular purpose.

### Limitations:

- H2E is not responsible for delays due to material/equipment availability.
- H2E reserves the right to cost escalation of equipment due to the unknown effects of tariff costs and equipment availability and delivery.
- The Client has the right to terminate the project, at their discretion, by giving written notice to H2E. Client agrees to compensate H2E for all services provided and material ordered to date of receipt of termination notice and reasonable termination costs.
- Should modification of the scope or schedule of the work be necessary, H2E shall give the Client verbal notification followed by written notification. No scope changes are considered valid until a change order is approved by the Client.

### Section 6: Approvals

H2E Project Manager Signature Below:

Date of Signature Below:

Troy Pefley

10/07/25

H2E Project Manager Printed Name Below:

Date of Signature Below:

Troy Pefley

### Client Processing of Engineering Task Order

Client Comments:

Client Representative Signature Below:

Date of Signature Below:

Client Representative Printed Name Below:

Date of Signature Below:

Mike Anderson

Thank you for Choosing H2E to Power your Success!





## Engineering Task Order

Task Name	PLC Upgrade – TMF Backup Panel	Task #	015
Client	CDA Wastewater Utility Dept	PSA/Contract	CDA MSA
Attn	Mike Anderson	H2E Contact	Troy Pefley
Email	MAnderson@cdaid.org	Date	10/7/2025

### Section 1: Scope of Work to be Performed

#### Background:

- CDA Wastewater Utility Dept is requesting supply and fabrication of a TMF Backpanel per drawing package 001E02404.

#### Scope of Work:

Fabrication of 1 each Telemetry Control Panel as per drawings 01E02404.

- Material to be provided by H2E as per BOM Drawing number 01E02404-01
  - BOM items 001, 031, 066, and 440 are not included in the quote (Ethernet switch and Panel PC)
- Nameplates as per Nameplate schedule.
- Backpanel crated for shipping
- Shipment to Coeur d'Alene, ID not included

### Section 2: Schedule

9 to 12 weeks delivery after contract receipt

### Section 3: Budget ☒ Fixed Fee ☐ Time and Expense

TMF Backpanel Supply and Fabrication – **\$87,270**

Milestone Invoice – 50% (\$43,635) Payable on Material Order

Milestone Invoice – 50% (\$43,635) Payable on Panel Delivery

**Total – \$87,270**

Rate Schedule: 2025 Published Rates

### Section 4: Safety and Quality

#### Safety:

NA

#### Quality:

- H2E inspection and point to point continuity testing will be performed and documented using H2E's quality program, procedures and check out forms.
- Panel fabrication using UL listed and recognized components in a safe craftsman-like manner per UL508A & 698A.

### Section 5: Assumptions, Clarifications, and Limitations

#### Assumptions:

- The material included in this estimate is per the BOMs in the provided drawing package.
- No sales or use taxes have been included in this quote. If H2E is required to collect sales or use taxes, H2E will coordinate to develop a contract change notice.
- Milestone invoicing: 50% to be invoiced on Material Order and 50% to be invoiced on backpanel delivery.
- Any installation/termination of control panels and instruments is by others.
- The control panels proposed in this estimate shall be UL508A labeled.

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1200 N. Montana Ave., Helena, MT 59601 | (406) 513-1002



## Engineering Task Order

- All wires will be labeled using Brady "Permasleeve" Thermal Printed Heat Shrink labels.
- Payment terms are net 30-days.
- Proposal is valid for 15-days after date of issuance. Notice(s) to proceed after the 15-day limit will be subject to review for cost escalation and scheduling conflicts.

### Clarifications:

H2E warrants project services will be executed in a diligent, safe, prudent, and workmanlike manner, in accordance with fabrication, and technical practices and standards of the quality reasonably expected within the market/industry of electrical panel fabrication. H2E's sole responsibility for breach of warranty shall be the re-performance of the fabrication services supplied under this contract. Services warranty obligations shall survive for a period of (1) year following delivery.

H2E supplied materials and equipment are warranted by the standard original equipment manufacturers (OEM) warranty. The foregoing warranty is in lieu of all other warranties, express or implied, specifically including but not limited to any warranties of merchantability or fitness for any particular purpose.

### Limitations:

- H2E is not responsible for delays due to material/equipment availability.
- H2E reserves the right to cost escalation of equipment due to the unknown effects of tariff costs and equipment availability and delivery.
- The Client has the right to terminate the project, at their discretion, by giving written notice to H2E. Client agrees to compensate H2E for all services provided and material ordered to date of receipt of termination notice and reasonable termination costs.
- Should modification of the scope or schedule of the work be necessary, H2E shall give the Client verbal notification followed by written notification. No scope changes are considered valid until a change order is approved by the Client.

### Section 6: Approvals

H2E Project Manager Signature Below:

Date of Signature Below:

Troy Pefley

10/07/25

H2E Project Manager Printed Name Below:

Date of Signature Below:

Troy Pefley

### Client Processing of Engineering Task Order

Client Comments:

Client Representative Signature Below:

Date of Signature Below:

Client Representative Printed Name Below:

Date of Signature Below:

Mike Anderson

Thank you for Choosing H2E to Power your Success!



## Engineering Task Order

Task Name	Chem	Task #	ETO-013
Client	CDA WRF	PSA/Contract	CDA MSA
Attn	Mike Anderson	H2E Contact	Troy Pefley
Email	MAnderson@cdaid.org	Date	7/28/2025

### Section 1: Scope of Work to be Performed

#### Background:

H2E developed a PLC Upgrade Implementation Plan which included redline as-builts of the Chemical LCP for baseline implementation of a PLC upgrade. This Engineering Task Order (ETO) is for implementing an upgrade of the Chemical PLC. The ETO includes the following tasks

- Project Coordination/Management
- Controls Engineering/Design of the Chemical LCP Back panel (drawing package development)
- Chemical PLC Program Conversion & HMI Integration
- Electrical Contractor Scope Walkdown Support
- Onsite Commissioning Support

#### Scope of Work:

The Scope of Work includes the following tasks required to implement the Chemical PLC Upgrade.

1. Control System Engineering includes the following
  - a. I/O List Development – Chemical PLC I/O separated in Critical and Non-Critical groups. The I/O list separation provides controls design inputs in identifying critical concerns to minimize operational risk during the Commissioning phase.
  - b. System Engineering – Engineering processes to determine and validate power requirements, communication and connection requirements, panel equipment specification/selection, and compliance to UL and NEC codes for use in the Design phase of the project.
  - c. Test Plan Development – The Test Plan provides at a high level all the tests and that will be performed on the system to verify that it operates as intended.
  - d. Commissioning Test Procedure Development – The Test Procedure includes the procedures that will be performed to verify the system operates as intended. The Test Procedure will include network tests, I/O tests, HMI tests, and equipment operations tests.
2. Controls Chemical Back Panel Design
  - a. Review of existing As-built redlines for space and layout boundaries of existing wiring routing, power availability, network connectivity, and panel density.
  - b. Detailed Design Data Collection – Site visit to collect and validate detailed panel data required for the design of the LCP Back Panel.
  - c. LCP Drawing Development
    - i. BOM/Layout/Nameplate Schedule Drawing
    - ii. Power Schematic and Wiring Diagrams – 120 VAC and 24VDC power distribution wiring diagrams.
    - iii. PLC I/O Drawings – Discrete and Analog wiring diagrams to illustrate the I/O interface with the PLC I/O cards.  
Note the field connections on the PLC I/O drawings will be generic representations of the field-side connections.
3. PLC Program Conversion/Modifications
  - a. Conversion of the existing PLC logic and functionality from an S7-300 PLC platform to an S7-1500 PLC platform and modify the control code as required to maintain the same functionality in the S7-1500 platform.
  - b. Remove known PLC logic (non-executing logic remaining as part of the recent SCADA upgrade project).
4. Commissioning Support
  - a. LCP Back Panel checkout at the fabricator's shop
  - b. VTSCADA modifications as needed to integrate the Chemical PLC Upgrade
  - c. System Commissioning and Startup Support (8 man-days, 8 hours per day)
    - i. Including one (1) Electrical Contractor Construction Site Walkdown for LCP installation

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1200 N. Montana Ave., Helena, MT 59601 | (406) 513-1002



## Engineering Task Order

### Section 2: Schedule

Upon contract execution, H2E will coordinate with CDA to determine a project execution time frame.

### Section 3: Budget

☐ Fixed Fee

☒ Time and Expense

The budget estimate is **\$85,650** for the scope defined herein.

Rate Schedule: 2025 Published Rates

### Section 4: Safety and Quality

#### Safety:

H2E to adhere to CDA WRF PPE or H2E requirements whichever is more stringent.

#### Quality:

Work performed under this task order falls under H2E's quality program.

### Section 5: Assumptions, Clarifications, and Limitations

#### Assumptions:

1. H2E will coordinate with the plant to schedule site visits for gathering data for detailed LCP back panel design.
2. No functionality enhancements or modifications have been included for the Chemical PLC.
  - a. Functionality change requests may be added through a change order request.
3. The deliverable documentation includes:
  - a. Chemical LCP Back Panel and PLC I/O Drawings
  - b. Chemical PLC Upgrade Test Procedure
4. PLC Program Cleanup (code removal) is limited to removing logic not executing with respect to the recent SCADA system upgrade.
5. A detailed Construction Scope of Work for an installation contractor has not been included
  - a. This scope may be added through a change order request.
6. The Fabricators shop is assumed to be local to the Spokane/CDA area, travel expenses are not included in this ETO.
7. Contractor scope of work walkdown support included for one (1) day.
8. The onsite support (construction support and commissioning) allocation included is eight (8) man-days at eight (8) hours per day.
  - a. Additional onsite support required will be invoiced at H2E 2025 Published Rates.
9. The budget in this ETO is predicated by upgrading the TMF LCP concurrently with the Chemical upgrade. Synergies have been included to reduce the effort/cost required when performing both systems at the same time.

#### Clarifications:

1. H2E plans to utilize the old LCP Back Panel to reduce the Critical I/O outage time unless the Chemical system can be shutdown for extended time periods similar to and concurrently with the TMF commissioning. Two (2) short outages may be required to implement the plan.
  - a. An initial outage to extend the control wires and commission the Critical I/O on the old LCP Back Panel.
  - b. A second outage to commission the Critical I/O on the new LCP Back Panel after the Non-Critical I/O is commissioned.
2. Invoicing will occur on a Time and Expenses basis.
3. Troy Pefley is the Project Manager and main point of contact unless otherwise designated.

#### Limitations:

1. I/O drawings are designed based on the as-built LCP drawings. Field side terminations and Junction Box details are not included as part of the I/O drawings unless the details are on the as-built LCP drawings.



## Engineering Task Order

2. LCP Back Panel Supply/Fabrication has not been included in this ETO.
  - a. This scope may be added upon request.
3. The Electrical Contractor work is not included in this ETO.

### Section 6: Approvals

H2E Project Manager Signature Below:

Date of Signature Below:

*Troy Pefley*

7/28/2025

H2E Project Manager Printed Name Below:

Date of Signature Below:

Troy Pefley

### Client Processing of Engineering Task Order

Client Comments:

Client Representative Signature Below:

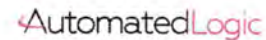
Date of Signature Below:

Client Representative Printed Name Below:

Date of Signature Below:

Thank you for Choosing H2E to Power your Success!

# BUILDING AUTOMATION SYSTEM PROPOSAL



Prepared For: City of CDA – Wastewater Treatment  
Attn: Ben Martin  
Project Info: City of CDA Wastewater Treatment  
Department – HVAC Controls  
Replacement

Date: 9/22/2025

Prepared By: Jim Dickson | *Senior Associate, Sales*  
M: (509) 217-9849  
james.dickson@carrier.com

**Terms:** This proposal is subject to the attached TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC. dated 07/23/24

## Project Description;

Automated Logic Controls Northwest (ALC) is pleased to provide this proposal to replace the existing KMC control system with a new Automated Logic WebCTRL Building Automation per the scope listed below.

We used the following information to prepare our proposal;

- A job walk
- As-built information

## Project Cost

1. Base Bid		\$49,600.00
2. Add to provide hot, chilled and condenser water supply and return temperature sensors 6 total temperature sensors	add	\$ 6,000.00
3. Total items 1 + 2		\$55,600.00

## Scope Clarifications

### Inclusions;

#### General;

- Provide a new Automated Logic Controls system
- Provide installation and wiring of the DDC control system;
  - Open wire is figured in t-bar ceilings, attics, mezzanines and areas allowed by code
- Provide web-based Automated Logic WebCTRL Graphical User Interface (GUI) software. Provide all programming, database configuration, and graphics for the GUI. Verify proper operation of system inputs, outputs, and sequences.
- Provide all necessary hardware, software, project management, engineering, programming, graphics, installation, point-to-point, startup/checkout, training, and warranty for a complete, turnkey system
- This proposal is based on the attached contract terms.



## BUILDING AUTOMATION SYSTEM PROPOSAL

- This proposal includes mobilization of (25) percent of the original contract amount. Mobilization includes preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of all offices, buildings and other facilities necessary for work, on the project, and for all other work and operations which must be performed, or cost incurred prior to beginning work on the various items on the project site.
- Provide a (1) year warranty for the ALC furnished material and BAS.
- Provide (8) hours of on-site training on your new system
- This proposal price is valid for (60) days

### (General approach)

- Replace the KMC DDC control modules with ALC DDC control modules
  - The controls points will be on a like-for-like basis. We are providing an added cost for monitoring plant water temperatures that are currently not on the KMC system.
- Replace temperature sensors (space, duct)
- Reuse existing controls including;
  - Control panels
    - HOAs
    - Indicating lights
    - Power supplies
    - Interlocks
  - Safeties
    - Freeze protection thermostats
    - Smoke detectors
  - Control devices
    - Relays
    - Current switches
    - Control valves / actuators
    - Control dampers / actuators
  - Control raceway / conduit
  - Control wire where possible

Replace the existing KMC controls located in the control panel in the Electrical Room;



Existing temperature control panel



Proposed ALC DDC control modules will replace the green KMC modules



Electrical room, central control



Mechanical room, pump control

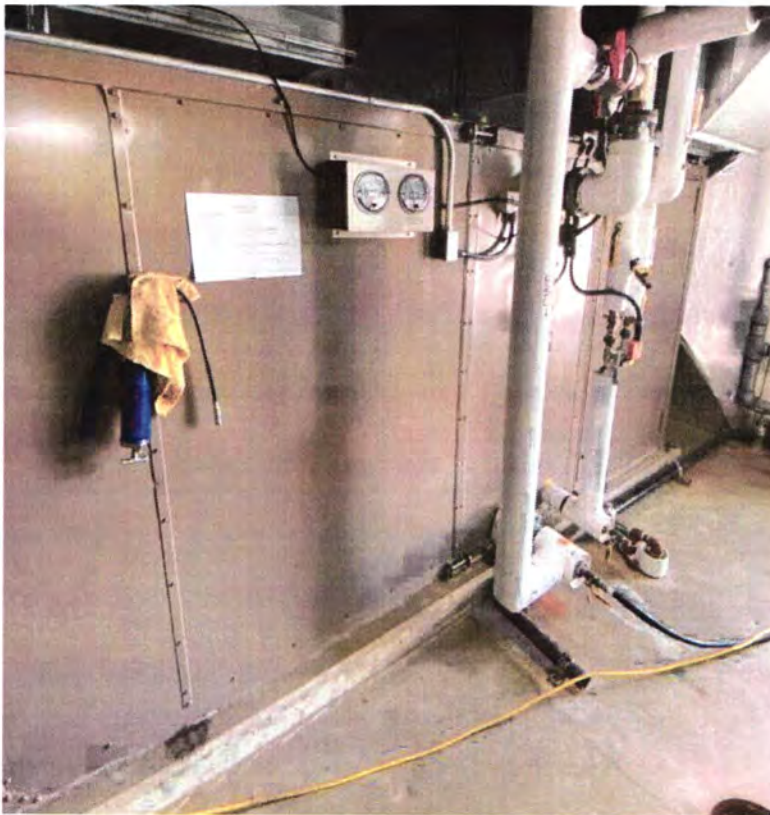
The existing control panels, HOAs, indicating lights and interlocks in the Electrical and Mechanical rooms will remain.



Controlled equipment includes;

**(Qty 1) Air handling unit (AHU-8101)**

- Replace the KMC controller with an ALC DDC controller
- Control points will be on a like-for-like replacement, including;
  - Supply fan / exhaust fan – start/stop (DO)
  - Panel auto/off status – (DI)
  - Smoke status – (DI)
  - Low temperature status – (DI)
  - Hot water valve – (AO)
  - Chilled water valve – (AO)
  - Economizer – (AO)
  - Supply air temperature – (AI)
  - Return air temperature – (AI)
  - Outside air temperature – (AI)
  - Supply air temperature – (AI)

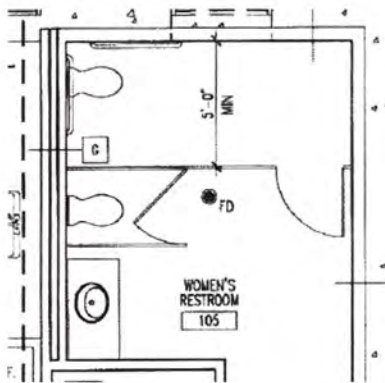


AHU-8101

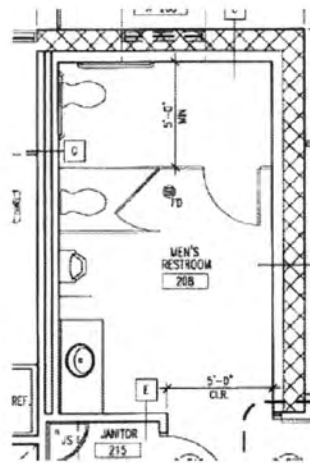
## BUILDING AUTOMATION SYSTEM PROPOSAL

### (Qty 1) Toilet exhaust fan circuit (EF-8101, EF-8102)

- Exhaust fans – start/stop (DO)
- Note, this will be a new DDC control point giving independent control of the exhaust fans. This point is currently interlocked to run with the ahf fan start/stop circuit.



EF-8101

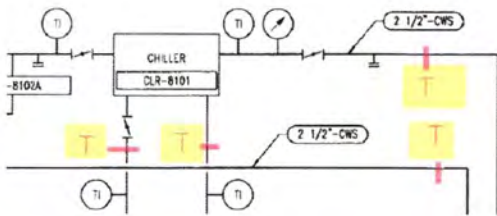


EF-8102

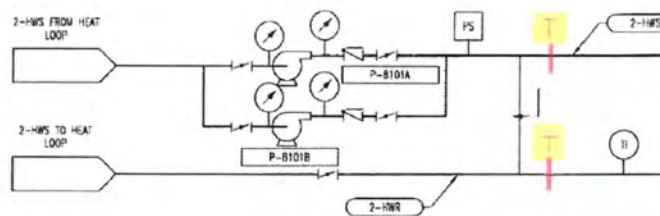
# BUILDING AUTOMATION SYSTEM PROPOSAL

## (Qty 1) Heating and Cooling plant (CH-1, P-8101a, P-8101b, P-8102a, P-8102b);

- Replace the KMC controller with an ALC DDC controller
- Control points will be on a like-for-like replacement, including;
  - Chiller integration – (BACnet MSTP)
  - Pump start/stop – (DO x 4)
  - Pump status – (DI x 2)
  - Optional added points – strap-on type pipe temperature sensors
    - Chilled water supply temperature (AI)
    - Chilled water return temperature (AI)
    - Condenser water supply temperature (AI)
    - Condenser water return temperature (AI)
    - Hot water supply temperature (AI)
    - Hot water return temperature (AI)



Condenser and Chilled water temperatures



Heating water temperatures



CH-1



P-8101a, P-8101b, P-8102a, P-8102b



# BUILDING AUTOMATION SYSTEM PROPOSAL

## (Qty 10) Reheat zones (RHC-x);

- Replace the KMC controllers with an ALC DDC controllers
- Control points will be on a like-for-like replacement, including;
  - o Space temperature – (AI x 10)
  - o Space setpoint – (AI x 10)
  - o Reheat control valve – (AO x 10)



Existing KMC space sensor



ZS Standard

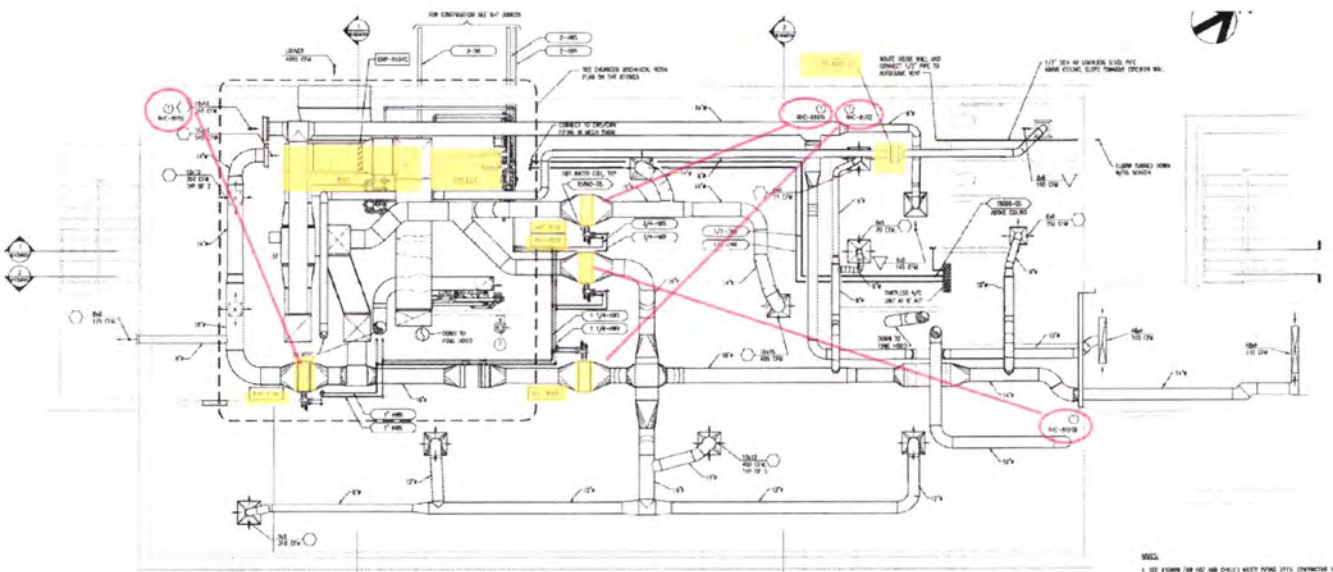


ZS Plus



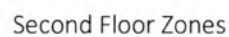
ZS Pro

ALC space sensor options, you can choose whatever type you like



First Floor Zones

AutomatedLogic



## BUILDING AUTOMATION SYSTEM PROPOSAL

### (Qty 1) Graphical User Interface (WebCTRL)

- Provide a new WebCTRL graphical user interface
- We can either provide a desktop PC, or we can install the software on your server
- Below are some sample graphics

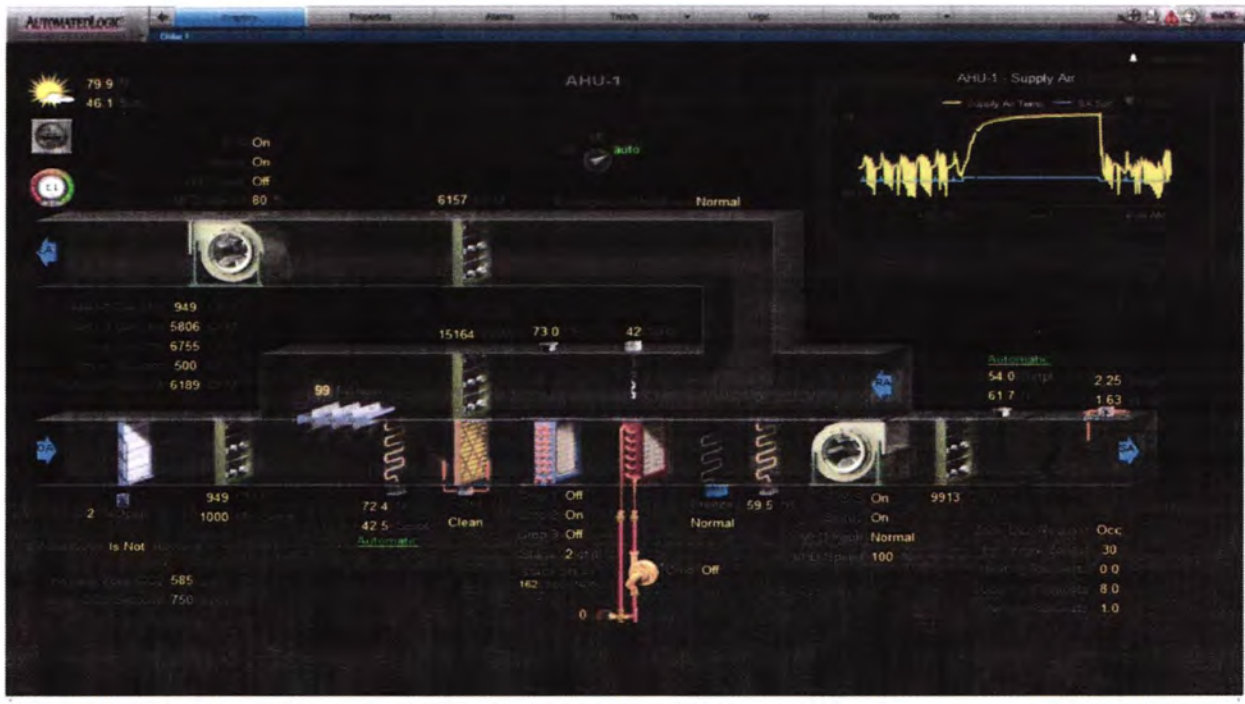


Thermographic Floor Plans

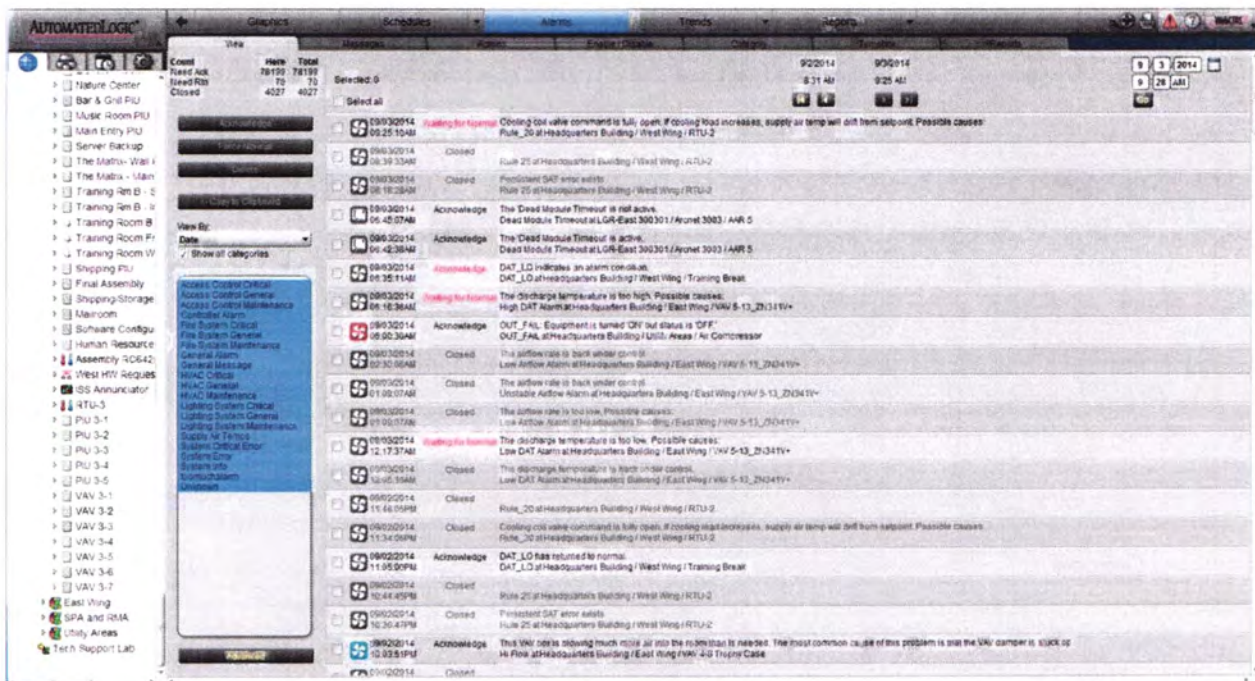


# BUILDING AUTOMATION SYSTEM PROPOSAL

AutomatedLogic

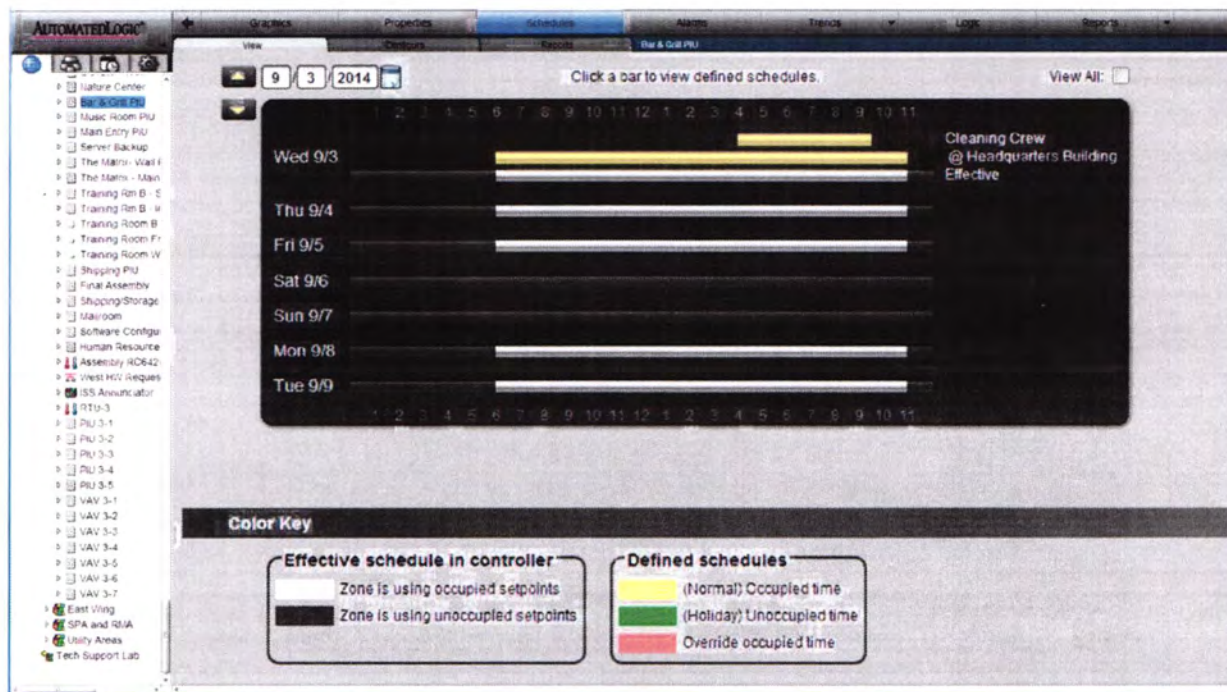


Equipment Graphics

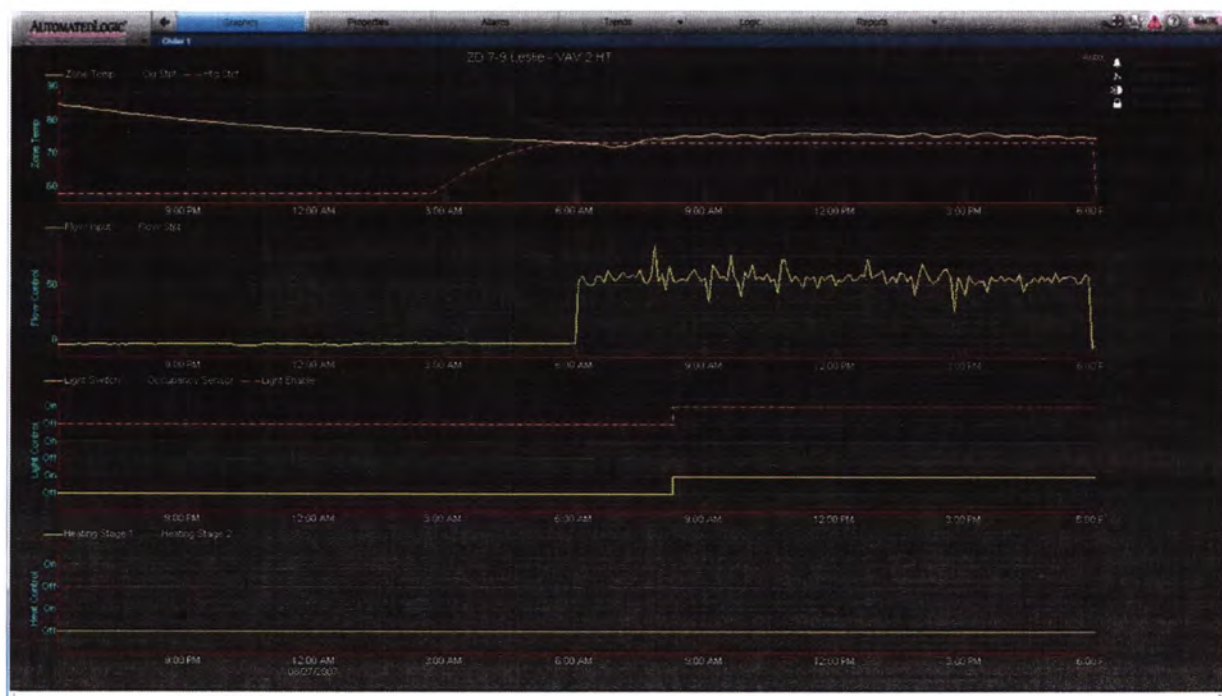


Alarming, E-mail notifications



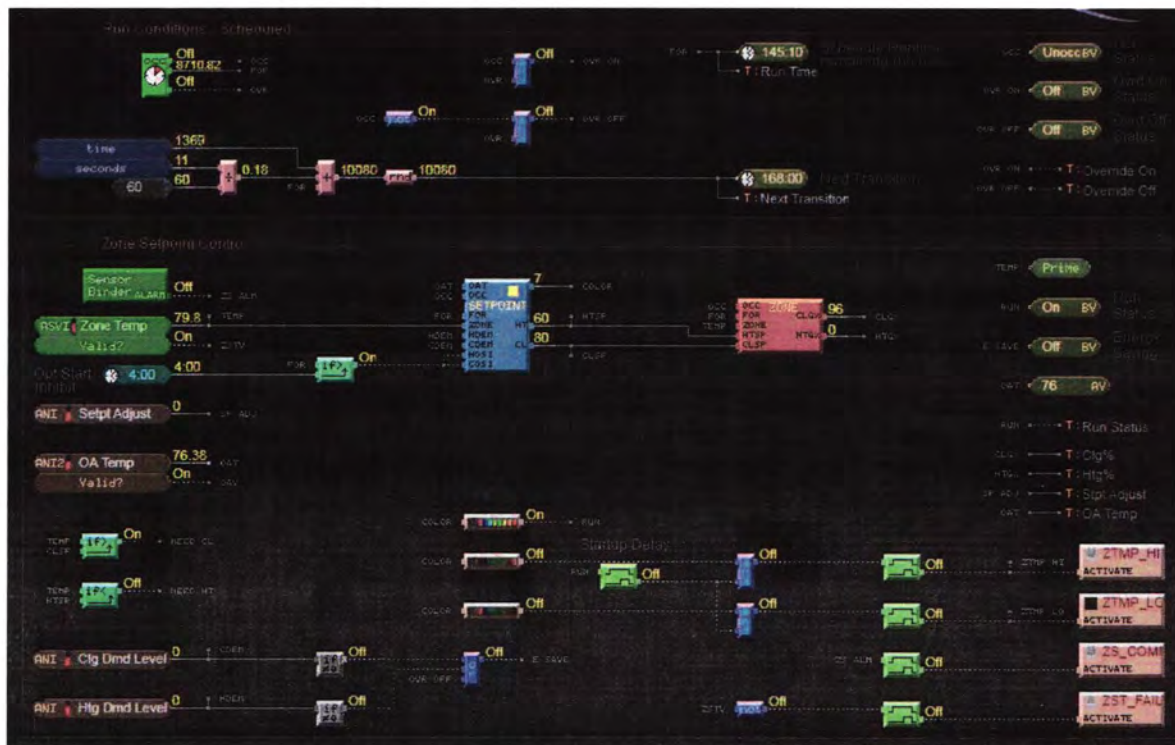


Scheduling



Trending





Live Logic

## Exclusions:

- Replacing certain control devices to be reused, including
  - Control panels, HOAs, indicating lights, interlocks, power supplies
  - Control valves / actuators
  - Control dampers / actuators
  - Relays, current sensors
  - Motor starters / disconnects
  - Safeties, freeze stats, smoke detectors
  - Raceway, conduit
  - Control wiring (where we can reuse it)
- Air or water balancing
- Pipe insulation work / repairs
- 3<sup>rd</sup> party commissioning
- Providing or starting up VFDs
- Motor starters, disconnects, contactors
- Power Wiring (120v)
- Lighting controls, occupancy sensors
- Thermometers, pressure gauges, plumbing fixtures
- Installation of control valves, dampers, thermowells, flow meters and pressure taps
- Liability for existing controls and equipment to remain
- Fire life safety systems, fire smoke dampers / actuators, duct smoke detectors, associated wiring
- Cutting, patching, painting, roofing work, hoisting charges, or access doors
- Fiscal responsibility for consequential & liquidated damages.
- Performance and/or payment bonds
- Premium time

## BUILDING AUTOMATION SYSTEM PROPOSAL



Thank you for your consideration of Automated Logic for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications.

Sincerely,

*Jim Dickson*

Jim Dickson

Senior Associate, Sales

Automated Logic Contracting Services

Mobile: 509-217-9849

james.dickson@carrier.com

[www.automatedlogic.com](http://www.automatedlogic.com)

### PROCEED AS INDICATED:

Automated Logic Contracting Services Inc.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

CUSTOMER:

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name



# BUILDING AUTOMATION SYSTEM PROPOSAL

AutomatedLogic

## TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC. Dated 01/08/25

1. **PAYMENT AND TAXES** – Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered. All past due invoices will accrue interest at the lesser of 1% (one percent) per month or the maximum amount allowable by law.

**Schedule of Values** – Schedule of Values shall follow the terms below. Automated Logic reserves the right to deviate from these terms. Mobilization payment is required before commencement of any work.

- Mobilization	25% of Contract Amount
o Procurement	
o Submittals	
o Scheduling	
o Coordination	
o Administration	
- Engineering	10% of Contract Amount
- Materials	20% of Contract Amount
- Subcontractor(s)	30% of Contract Amount
- ALC Labor	12% of Contract Amount
- Closeout/Training	3% of Contract Amount

2. **SCOPE OF WORK/EXCLUSIONS** – Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises.

Certain exclusions apply to services where Automated Logic is providing covered repair labor and material cost under this agreement. Those exclusions regarding covered repair labor and material cost services include service calls due to failures resulting from Force Majeure Events (see Section 6 below), abuse or misuse of equipment, willful damage of equipment, alterations, modifications, and/or any damages as a result of negligence by others. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.

3. **EXTRAS** – Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

4. **EMERGENCY SERVICE WORK** – If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

5. **SHIPMENT/PARTIAL SHIPMENT/RETURNS** – All product shipments shall be EXW shipping point, Automated Logic's loading dock shall be the shipping point. The Customer is responsible for all freight charges, customs clearance and risks involved in the shipment to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

6. **DELAYS** – Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

7. **WARRANTY** – Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, EXW point of sale, any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date Customer has beneficial use. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. CUSTOMER ACKNOWLEDGES THAT AUTOMATED LOGIC MAKES NO REPRESENTATION OR WARRANTY THAT THE IRON, STEEL, MANUFACTURED PRODUCTS AND/OR CONSTRUCTION MATERIALS USED BY AUTOMATED LOGIC IN CONNECTION WITH MEETING ITS OBLIGATIONS UNDER THE WARRANTY WITH RESPECT TO REPAIR OR REPLACEMENT WILL COMPLY WITH THE REQUIREMENTS OF THE INFRASTRUCTURE INVESTMENT AND JOBS ACT, THE BUY AMERICAN ACT OR ANY SIMILAR LAWS OR REGULATIONS.



# BUILDING AUTOMATION SYSTEM PROPOSAL

Customer's use of any software provided under this Agreement is licensed (if applicable) and governed by the applicable end user license agreement.

- 8. WORKING HOURS** – All services performed under this Agreement, including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.
- 9. CHANGE ORDERS/ADDITIONAL WORK** – Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.
- 10. CUSTOMER RESPONSIBILITIES** – Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain all relevant communications equipment and service, which may include, but not be limited to a telephone line with long distance direct dial and answer capability, internet access or Wi-Fi.
- 11. LIMITATION OF LIABILITY** – Under no circumstances shall Automated Logic be liable for any indirect, incidental, collateral, special, punitive, or consequential damages, including, but not limited to loss of revenue, loss of profit, recalls, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.
- 12. CUSTOMER TERMINATION FOR DEFAULT** – Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.
- 13. AUTOMATED LOGIC TERMINATION** – Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.
- 14. CLAIMS** – Any lawsuits arising from the performance or nonperformance of this Agreement, with the exception of any claims for non-payment, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Automated Logic shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.
- 15. INTERNATIONAL TRADE COMPLIANCE** – Sales and distribution of commodities, materials, hardware, software, services, and technology Customer receives from Automated Logic pursuant to this Agreement (the "Product") may constitute an export, reexport, or transfer, and such transactions must be conducted in accordance with the export control, trade, and economic sanctions laws and regulations of the government authorities with jurisdiction over such activities, including the European Union and its Member States, the United States, and the United Kingdom (collectively, "Trade Control Laws").
- (a) Customer will conduct all activities under this Agreement in compliance with Trade Control Laws.
  - (b) Customer will not sell, supply, export, reexport, or transfer Products directly or indirectly to: 1. Belarus, Cuba, Iran, North Korea, Russia, Syria, or the Crimea, Donetsk, Kherson, Luhansk, or Zaporizhzhia regions of Ukraine or any other region that becomes restricted (each a "Restricted Country"); 2. to an individual or entity that is (i) an individual or entity designated on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") Specially Designated Nationals ("SDNs") and Blocked Persons List, the U.S. Department of Commerce's Bureau of Industry and Security's Entity List, the European Union's Consolidated List of Sanctions, as well as those of applicable Member States, and the UK Consolidated List; (ii) the Government of a Restricted Country, Venezuela, or Afghanistan, (iii) a person ordinarily resident in, or an entity registered under the laws of, a Restricted Country, (iv) an entity owned or controlled by a party in (i)-(iii), or (v) a person acting on behalf of, or for the benefit of, a party in (i)-(iv) (Parties in subparagraph 2(i)-(v) collectively, a "Denied Party"); 3. for an unauthorized end-use; or 4. in violation of Trade Control Laws.
  - (c) Customer shall conduct reasonable diligence to verify its customers' or end-users' identity and location and confirm the Products' intended end-use (collectively, "End-User Diligence"). Customer's End-User Diligence must be sufficient to identify and prevent unauthorized transactions, including those involving Restricted Countries and Denied Parties. Customer shall promptly notify Automated Logic of any transactions involving Restricted Countries and Denied Parties, or other violations of Trade Control Laws with respect to Products or related services.
  - (d) Notwithstanding any other provision of this contract, Automated Logic will not provide warranty, repair, replacement, or guarantee services for Products in Restricted Countries, to Denied Parties, or otherwise in violation of Trade Control Laws. If Customer extends to its clients any warranty that is broader in scope than the limited warranty provided by Automated Logic, Customer shall be solely responsible for all costs, expenses, liabilities, obligations, and damages resulting from the extension of such warranty.
  - (e) Upon request, Customer shall promptly provide Automated Logic with information about Customer's export of Products, including, without limitation, description, volume, value, Customer and/or end-user, transaction dates, and service details.
  - (f) Customer represents and warrants that neither it nor its respective directors, officers, employees, or affiliates is a Denied Party or is located, organized, or resident in a Restricted Country.
  - (g) Automated Logic can terminate this Agreement effective immediately upon any of the following: 1. Customer becomes a Denied Party; 2. Customer violates Trade Controls or this clause with respect to any of the activities subject to this Agreement; or 3. Automated Logic reasonably determines that its Trade Control Laws compliance obligations prohibit Automated Logic's performance (each a "Trade Controls Event"). Termination under this clause shall be deemed a termination for just cause, relieving Automated Logic of any obligation to make further sales or provide further services (including warranty, repair, replacement, or guarantee services) under this Agreement, or to deliver any Products to Customer.
  - (h) Customer shall hold Automated Logic harmless against all liabilities, and, to the extent permitted by Trade Control Laws, indemnify Automated Logic for all costs, expenses, damages, and losses incurred by Automated Logic arising from a Trade Controls Event or violation of this section. In no event shall Automated Logic be liable for any special, incidental, exemplary, or consequential damages, including but not limited to, lost profits, fines, or penalties imposed on Customer by relevant governmental authorities, arising in connection with Automated Logic's performance under this Agreement, including but not limited to delays, fees,



# BUILDING AUTOMATION SYSTEM PROPOSAL

or limitations imposed in connection with Trade Control Laws.

## 16. GOVERNMENT PROCUREMENTS –

(a) **COMMERCIAL ITEMS** – The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) **WHERE AUTOMATED LOGIC IS SUBCONTRACTOR** – Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Automated Logic refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

17. **HAZARDOUS MATERIALS** – If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may immediately suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated to Automated Logic's satisfaction. The Customer is solely responsible for the identification, detection, abatement, encapsulating or removal of asbestos, goods or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria at a Customer site. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

18. **OCCUPATIONAL SAFETY AND HEALTH** – Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

19. **ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION** – This Agreement contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous or contemporaneous, oral or written, statements. Customer may transfer or assign all or a portion of this Agreement only with Automated Logic's prior written consent. However, Automated Logic may transfer or assign all or part of this Agreement upon written notice to Customer. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

20. **CUSTOMER CONSENT** – Customer grants to Automated Logic and its successors and/or assigns the right to photograph Customer's premises where the equipment and/or services were installed or performed. Customer further grants to Automated Logic and its successors and/or assigns the right to use those photographs and videos, Customer's name and nature of Customer's relationship with Automated Logic in all forms of media for Automated Logic's marketing campaigns including but not limited to press releases, case studies, project profiles, newsletters, social media and promotional brochures.

21. **FOR WORK BEING PERFORMED IN CALIFORNIA** – Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

22. **INTELLECTUAL PROPERTY** – Notwithstanding anything to the contrary stated herein, Automated Logic retains ownership of its intellectual property and no license to Automated Logic's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

23. **ANTI-DISCRIMINATION POLICY** – The Automated Logic Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: <https://www.automatedlogic.com/en/company/work-for-us/>.

24. **PRICE ADJUSTMENTS** – The prices of services performed and/or equipment purchased under this Agreement are subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Seller to Customer.

25. **DATA PRIVACY** – Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement. Automated Logic processes personal data as described in our privacy notices at <https://www.automatedlogic.com/en/legal/privacy-notice/>.

26. **STATE CONTRACTOR LICENSE NUMBERS** – A list of Automated Logic's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.automatedlogic.com/en/support/contractor-licenses>.

27. **ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY** - If Customer is involved in the cannabis industry as a manufacturer, distributor, or otherwise in the United States, the additional terms and conditions available at <https://www.automatedlogic.com/en/support/additional-terms> which are incorporated herein, shall apply.

28. **ADDITIONAL TERMS AND CONDITIONS – ABOUND** – If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at <https://abound.carrier.com/en/worldwide/saas-agreement/> which are incorporated herein, shall apply.

29. **ADDITIONAL TERMS AND CONDITIONS – WEBCTRL CLOUD** – If this Agreement includes a subscription to the WebCTRL Cloud platform, then the additional terms and conditions of the WebCTRL Master SaaS Subscription Agreement available at [https://www.SHAREDDOCS.COM/HVAC/DOCS/1000/PUBLIC/04/WBCTRL\\_MASTER\\_SAAS\\_AGREEMENT\\_DIRECT\\_09232022\\_PDF](https://www.SHAREDDOCS.COM/HVAC/DOCS/1000/PUBLIC/04/WBCTRL_MASTER_SAAS_AGREEMENT_DIRECT_09232022_PDF) which are incorporated herein, shall apply.

## 30. REMOTE MONITORING –

(a) **DATA RIGHTS** - Customer hereby grants and agrees to grant to Automated Logic a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Automated Logic's performance of services pursuant to this Agreement, (ii) the improvement of Automated Logic services, and Automated Logic's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Automated Logic agreements.

## BUILDING AUTOMATION SYSTEM PROPOSAL



Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Automated Logic's database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Automated Logic, affiliates or suppliers of Automated Logic, and/or Customer.

(b) RETURN OF DATA - Customer understands and acknowledges that Automated Logic will collect Source Data that will be stored on and/or transmitted to Automated Logic's servers and to suppliers or affiliates that are contracted by Automated Logic and used to transmit, process, extract or store such Source Data for purposes of Automated Logic's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Automated Logic's servers, Customer agrees that such data and information shall become part of Automated Logic's database and therefore subject to the license terms under section 28(a).

(c) DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Automated Logic, and (iii) avoid intentional action to disable, turn off, or remove the data collection hardware or software without Automated Logic's express written consent, which consent shall not be unreasonably withheld.

(d) DATA SAFEGUARDS - Automated Logic processes personal data as described in our privacy notice at Carrier.com. The parties will comply with applicable data privacy laws governing personal data processed in connection with this Agreement, including the California Consumer Privacy Act (CCPA) and the European General Data Protection Regulation (GDPR), and take all reasonable commercial and legal steps to protect personal data. If Customer provides Automated Logic with personal data, Customer will ensure that it has the legal right to do so, including obtaining consent and providing notice to the individuals whose personal data it provides to Automated Logic. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA and will not sell or exchange such personal data for anything of value.





## Engineering Task Order

Task Name	TMF	Task #	ETO-014
Client	CDA WRF	PSA/Contract	CDA MSA
Attn	Mike Anderson	H2E Contact	Troy Pefley
Email	MAnderson@cdaid.org	Date	7/28/2025

### Section 1: Scope of Work to be Performed

#### Background:

H2E developed a PLC Upgrade Implementation Plan which included redline as-builts (in 2023) of the TMF LCP for baseline implementation of a PLC upgrade. This Engineering Task Order (ETO) is for implementing an upgrade of the TMF PLC. The ETO includes the following tasks

- Project Coordination/Management
- Controls Engineering/Design of the LCP Back Panel (drawing package development)
- TMF PLC Program Conversion & HMI Integration
- Electrical Contractor Scope Walkdown Support
- Onsite Commissioning Support

#### Scope of Work:

The Scope of Work includes the following tasks required to implement the TMF PLC Upgrade.

1. Control System Engineering includes the following
  - a. I/O List Development – TMF PLC I/O will not be separated into Critical and Non-Critical groups with the assumption during the commissioning phase the TMF can be shutdown for periods of time.
  - b. System Engineering – Engineering processes to determine and validate power requirements, communication and connection requirements, panel equipment specification/selection, and compliance to UL and NEC codes for use in the Design phase of the project.
  - c. Test plan Development – The Test Plan provides at a high level all the tests and that will be performed on the system to verify that it operates as intended
  - d. Commissioning Test Procedure Development – The Test Procedure includes the procedures that will be performed to verify the system operates as intended. The Test Procedure will include network tests, I/O tests, HMI tests, and equipment operations tests.
2. Controls TMF LCP Back Panel Design
  - a. Review of existing As-built redlines for space and layout boundaries of existing wiring routing, power availability, network connectivity, and panel density.
  - b. Detailed Design Data Collection – Site visit to collect and validate detailed panel data required for the design of the LCP Back Panel.
  - c. LCP Drawing Development
    - i. BOM/Layout/Nameplate Schedule Drawing
    - ii. Power Schematic and Wiring Diagrams – 120 VAC and 24VDC power distribution wiring diagrams.
    - iii. PLC I/O Drawings – Discrete and Analog wiring diagrams to illustrate the I/O interface with the PLC I/O cards. Note the field connections on the PLC I/O drawings will be generic representations of the field-side connections.
3. PLC Program Conversion/Modifications
  - a. Conversion of the existing PLC logic and functionality from an S7-300 PLC platform to an S7-1500 PLC platform and modify the control code as required to maintain the same functionality in the S7-1500 platform.
  - b. Remove known PLC logic (non-executing logic remaining as part of the recent SCADA upgrade project).
4. Commissioning Support
  - a. LCP Back Panel checkout at the fabricator's shop.
  - b. VTSCADA modifications as needed to integrate the TMF PLC Upgrade.
  - c. System Commissioning and Startup Support (7 man-days, 8 hours per day).
    - i. Including one (1) Electrical Contractor Construction Site Walkdown for LCP installation.

H2E Inc. | H2Einc.com

23305 E. Knox Ave., Liberty Lake, WA 99019 | (509) 927-2424  
1200 N. Montana Ave., Helena, MT 59601 | (406) 513-1002





## Engineering Task Order

### Section 2: Schedule

Upon contract execution, H2E will coordinate with CDA to determine a project execution time frame.

### Section 3: Budget

☐ Fixed Fee

☒ Time and Expense

The budget estimate is **\$78,650** for the scope defined herein.

Rate Schedule: 2025 Published Rates

### Section 4: Safety and Quality

#### Safety:

H2E to adhere to CDA WRF PPE or H2E requirements whichever is more stringent.

#### Quality:

Work performed under this task order falls under H2E's quality program.

### Section 5: Assumptions, Clarifications, and Limitations

#### Assumptions:

1. H2E will coordinate with the plant to schedule site visits for gathering data for detailed LCP Back Panel design.
2. No functionality enhancements or modifications have been included for the Chemical PLC.
  - a. Functionality change requests may be added through a change order request.
3. The deliverable documentation includes:
  - a. Chemical LCP Back Panel and PLC I/O Drawings
  - b. Chemical PLC Upgrade Test Procedure
4. PLC Program Cleanup (code removal) is limited to removing logic not executing with respect to the recent SCADA system upgrade.
5. A detailed Construction Scope of Work for an installation contractor has not been included
  - a. This scope may be added through a change order request.
6. The Fabricators shop is assumed to be local to the Spokane/CDA area, travel expenses are not included in this ETO.
7. Contractor scope of work walkdown support included for one (1) day.
8. The onsite support (construction support and commissioning) allocation included is seven (7) man-days at eight (8) hours per day.
  - a. Additional onsite support required will be invoiced at H2E 2025 Published Rates.
9. The budget in this ETO is predicted by upgrading the Chemical Building LCP concurrently with the TMF upgrade.
  - a. Synergies have been included to reduce the effort/cost required when performing both systems at the same time.

#### Clarifications:

1. H2E plans to coordinate with the City/Plant to implement between November and February when the TMF can be shutdown for extended periods of time
2. Invoicing will occur on a Time and Expenses basis.
3. Troy Pefley is the Project Manager and main point of contact unless otherwise designated.

#### Limitations:

1. I/O drawings are designed based on the as-built LCP drawings. Field side terminations and Junction Box details are not included as part of the I/O drawings unless the details are on the as-built LCP drawings.
2. LCP Back Panel Supply/Fabrication has not been included in this ETO.
  - a. This scope may be added upon request.
3. The Electrical Contractor work is not included in this ETO.



## Engineering Task Order

### Section 6: Approvals

H2E Project Manager Signature Below:

Date of Signature Below:

*Troy Pefley*

7/28/25

H2E Project Manager Printed Name Below:

Date of Signature Below:

Troy Pefley

### Client Processing of Engineering Task Order

**Client Comments:**

Client Representative Signature Below:

Date of Signature Below:

Client Representative Printed Name Below:

Date of Signature Below:

**Thank you for Choosing H2E to Power your Success!**



Hayden  
10780 N Highway 95 Hayden, ID 83835  
208.762.6690

City Of Coeur D'Alene  
710 E Mullan Ave  
ATTN: Amanda  
Coeur D Alene, ID 83814-3958

## INVOICE

NO.: IN003450789

SERVICE CALL: SC614844

INVOICE AMOUNT: \$58,496.16

INVOICE DATE: 12/24/2025

INVOICE DUE DATE: 1/23/2026

CUSTOMER: 1055800

CUSTOMER PO:

WAREHOUSE: Hayden

ORDERED BY: Brandon Lopez

PHONE: 08-769-2235

REPAIR LOCATION:

10780 N Highway 95  
Hayden, ID 83835-9770

MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT NUMBER	LAST METER
CAT	938M	J3R07125	E0045711	5291

### INVOICE SUMMARY

LINE #	SEGMENT	DESCRIPTION	PARTS	LABOR	MISC.	TOTAL
1	004	TROUBLESHOOT - AFTERTREATMENT SYSTEM	620.51	549.00	0.00	1,169.51
2	001	REMOVE& INSTALL - LOADER FRAME	53,572.08	2,160.00	0.00	55,732.08
3	002	REMOVE/INSTALL & CALIBRATE - LINKAGE POSITION SENSOR - TILT	118.98	360.00	26.85	505.83
4	003	SUPPLY PARTS - LOADER FRAME	649.08	72.00	26.85	747.93
			PARTS	LABOR	MISC.	TOTAL
SUB-TOTALS			\$54,960.65	\$3,141.00	\$53.70	\$58,155.35
ENVIRONMENTAL RECOVERY CHARGE:						\$340.81
SALES TAX:						\$0.00
INVOICE AMOUNT:						\$58,496.16

### PLEASE REMIT PAYMENT TO:

WESTERN STATES EQUIPMENT CO.  
PO BOX 3805  
Seattle, WA 98124-3805

Terms and Conditions: You are subject to the applicable Western States Equipment Company's Terms and Conditions ("Terms and Conditions"), which are available at <https://www.westernstatescat.com/termsandconditions/>. A hard copy of the applicable Terms and Conditions is available upon written request to [legal@wsco.com](mailto:legal@wsco.com). Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this invoice and all other quotes, proposals, estimates, invoices, or documents related to your purchase, rental, or subscription of new or used equipment, attachments, goods, and/or parts, services, or technology from Western States Equipment Company. By purchasing, renting, and accepting the equipment, goods, services, or subscription from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.



# INVOICE

NO.: IN003450789

SERVICE CALL: SC614844

## TROUBLESHOOT - AFTERTREATMENT SYSTEM

### Notes:

Customer complaint: Customer requests r&i bucket link

Resultant damage: NRS valve not responding to command

Cause of failure: Sooted up NRS valve

Repair process comments: Performed and failed aftertreatment motor valves verification test. Removed NRS valve and inspected. Found valve was sooted up and needed to be replaced. Inspected EGR mixer with borescope and found some soot deposits but nothing out of the ordinary. Cleaned EGR mixer with a bore brush and vacuumed out soot dust and debris. Installed new EGR valve with new seal. Performed and passed air valves motor verification test, cleared logged codes and pulled final PSR.

### PARTS

Qty	Part Number	Description	Unit Price	Line Total
1	5789953	Valve As	620.51	620.51

### Labor

Description	Line Total
Repair	549.00

Total Segment Parts	620.51
Total Segment Labor	549.00
Total Segment Miscellaneous	0.00

Segment 004 Total 1,169.51

## REMOVE& INSTALL - LOADER FRAME

### Notes:

Customer complaint: Customer requests r&i bucket link

Resultant damage: Broken lift arm

Cause of failure: Broken loader lift arm

Repair process comments: Removed bucket, disconnected hoses and capped them. Removed loader lift arms. Inspected new parts and old parts for damage and compatibility and ordered parts as necessary. Installed new loader frame, original tilt frame, and a new lift cylinder. Reinstalled hardlines onto loader frame and torqued bolts to 41ft lbs. (Note: Threaded mounts for securing the hardlines to the loader frame were in a slightly different location on the new loader frame preventing factory securement in the middle of the lines. Hardlines are still mounted solid though.) All pins retaining bolts are torqued to spec with red loctite. Fresh grease was pumped into all joints that were disassembled. Hydraulic tank was topped off with just over three gallons of 10wt hydraulic oil.

### PARTS

Qty	Part Number	Description	Unit Price	Line Total
1	30R1623	Cyl Gp-Basic	3,942.85	3,942.85
1	30R1623C	Cyl Gp-Basic- Core C	2,431.16	2,431.16
-1	30R1623W	Cyl Gp-Basic- Worn C	2,431.16	-2,431.16
1	3478181	Arm As-Brg	49,546.23	49,546.23
4	OIL-3145168	Bulk 10W HYDO - Gal	20.75	83.00

### Labor

Description	Line Total
Repair	2,160.00

Total Segment Parts	53,572.08
Total Segment Labor	2,160.00
Total Segment Miscellaneous	0.00

Segment 001 Total 55,732.08



# INVOICE

NO.: IN003450789

SERVICE CALL: SC614844

## REMOVE/INSTALL & CALIBRATE - LINKAGE POSITION SENSOR - TILT

### Notes:

Customer complaint: Customer requests r&i bucket link

Resultant damage: N/A

Cause of failure: Bent and broken from being overextended when lift arm broke

Repair process comments: Replaced damaged tilt position sensor linkage and recalibrated tilt and lift position sensors.

### PARTS

Qty	Part Number	Description	Unit Price	Line Total
1	3560684	Bracket As	72.85	72.85
1	3601838	Link As -Sns	46.13	46.13

### Labor

	Description	Line Total
	Repair	360.00
1	Freight Charge	26.85

Total Segment Parts	118.98
Total Segment Labor	360.00
Total Segment Miscellaneous	26.85

Segment 002 Total 505.83

## SUPPLY PARTS - LOADER FRAME

### Notes:

Customer complaint: Supply loader frame parts

Resultant damage: N/A

Cause of failure: N/A

Repair process comments: Installed grease seals into loader frame. Installed "HIGH LIFT" decals and round reflectors.

### PARTS

Qty	Part Number	Description	Unit Price	Line Total
6	1590268	Shim	20.37	122.22
2	1590269	Shim	33.89	67.78
2	1743734	Film	21.71	43.42
2	3135270	Reflector	6.26	12.52
12	3S2093	Strap-Cable	0.25	3.00
6	5K9090	Seal O Ring	1.64	9.84
2	5P3193	Seal	27.09	54.18
6	6V8398	Seal O Ring	1.35	8.10
4	7K9209	Seal	16.82	67.28
8	7K9210	Seal	18.52	148.16
4	7K9212	Seal	21.73	86.92
1	8S0023	Clip	25.66	25.66

### Labor

	Description	Line Total
	Repair	72.00
1	Freight Charge	26.85



# INVOICE

NO.: IN003450789

SERVICE CALL: SC614844

Total Segment Parts	649.08
Total Segment Labor	72.00
Total Segment Miscellaneous	26.85

Segment	003	Total	747.93
---------	-----	-------	--------

Total Parts	\$54,960.65
Total Labor	\$3,141.00
Total Miscellaneous	\$53.70
Total Environmental Recovery Charge	\$340.81
Total Sales Tax	\$0.00
Invoice Amount	\$58,496.16



PERSONAL PROPERTY & SERVICES PRICE  
REASONABLENESS FORM

To: Finance Department

From: Brandon Lopez

Date: 12/24/2025

Required Action: Complete for procurements of:

- Any titled or rolling stock for not more than \$50,000;
- Property with a useful life of one year and more that cost between \$20,000 - 50,000
- All property between \$50,000 and \$100,000;

Personal property or Service Description: Parts and Labor to repair WW428S CAT 938M Loader

Purchase in financial plan? Yes ☒ No ☐ If yes, budget amount in financial plan - \$ 625,000

Acct# 031-058-4351-7210

If non-budgeted – Date Council approved: \_\_\_\_\_

Competitive Quotes Obtained:

1<sup>st</sup> vendor name and price: Western States CAT \$58,496.16

2<sup>nd</sup> vendor name and price: \_\_\_\_\_

3<sup>rd</sup> vendor name and price: \_\_\_\_\_

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: \_\_\_\_\_

The parts required to repair are only available from Western Systems CAT

Vendor Awarded: Western States CAT Date: 12/01/2025

New vendor to the City? Yes ☐ No ☒ If yes, attach a completed W-9

Department Head Signature: \_\_\_\_\_

Department: Wastewater

Date: 12/29/2025

Comptroller Approval Signature: \_\_\_\_\_





5605 E. Seltice Way  
Post Falls, ID 83854

# Invoice

Date	Invoice #
12/3/2025	44191
Due Date	12/18/2025

Bill To

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

001-018-4311-6310

*Todd Fensier 12.16.25*

Item	Quantity	Description	Rate	Amount
SALES GRINDING	53.5	Grinding Leaves 11/17/2025-12/02/2025	850.00	45,475.00
TRUCKING	148	Loads Hauled	200.00	29,600.00
MOBILIZATION	1	MOB	1,000.00	1,000.00

**Balance Due** \$76,075.00



All Invoices Due- Net 15 Days  
Credit Card Fee of 2.99% will be added to  
invoices over the amount of \$2500.00

Cannon-Hill Industries  
Phone:208-765-6794 Email:Office@cannon-hill.com





## PERSONAL PROPERTY & SERVICES PRICE REASONABLENESS FORM

To: Finance Department

From: Streets and Eng.

Date: 12/16/2025

**Required Action:** Complete for procurements of:

- Any titled or rolling stock for not more than \$50,000;
- Property with a useful life of one year and more that cost between \$20,000 - 50,000
- All property between \$50,000 and \$100,000;

Personal property or Service Description: Grinding of leaves and hauling to the county airport

Purchase in financial plan? Yes ☒ No ☐ If yes, budget amount in financial plan - \$ 95,000

If non-budgeted – Date Council approved: \_\_\_\_\_

Competitive Quotes Obtained:

1<sup>st</sup> vendor name and price: Cannon Hill Industries

2<sup>nd</sup> vendor name and price: \_\_\_\_\_

3<sup>rd</sup> vendor name and price: \_\_\_\_\_

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: Only vendor in the area that provides this type of service

Vendor Awarded: Cannon Hill Industries Date: 12/16/2025

New vendor to the City? Yes ☐ No ☒ If yes, attach a completed W-9

Department Head Signature: Todd Fessler

Department: Streets and Eng. Date: 12/16/2025

Comptroller Approval Signature: Katherine Ebner

Ph: 206-622-2875  
TF: 800-426-6633  
nwsales@lncurtis.com  
UEI#: DDLSADSWN7U7

# CURTIS

TOOLS FOR HEROES

Northwest Division  
6507 South 208th Street  
Kent, WA 98032  
www.LNCurtis.com

## Invoice

**SOLD TO:**

Coeur d'Alene City Fire Department ID  
300 East Foster Avenue  
Coeur d'Alene ID 83814-3043

**SHIP TO:**

Coeur d'Alene City Fire Department  
300 E Foster Ave  
Coeur D Alene ID 83814-3043

**REMIT PAYMENT TO:**

L.N. Curtis and sons  
P.O. Box 884921  
Los Angeles, CA 90088-4921

INVOICE NO.	SALES ORDER NO.	INVOICE DATE
INV1016017	1029231	12/04/2025
DATE DUE	SALES DATE	TOTAL
01/03/2026	09/18/2025	\$61,722.56

CUST ORDER/PO NO.	ORDERING PARTY	CUSTOMER NO.	SALESPERSON	FOB	TRACKING NUMBERS
Jeff Canfield	BC Jeff Canfield	C31525	Sean McGuffin	SP	

**NOTES & DISCLAIMERS**

**Safety Warning Notice:** Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	14	EA	G-XTREME 3.0 JACKET - GLOBE CUSTOM	As follows: CDA Fire specs: Agility Light Gold outer shell Titanium SL2 Thermal Liner Crosstech Black moisture barrier NFPA Basic Triple Trim L/Y BRINKMEIER HICKMAN NUNES ELLINGTON WILLIAMSON BOPP CORDOLA		\$2,155.00	\$30,170.00
2	14	EA	IH-GPS GLOBE CUSTOM	Pant system, as follows: CDA Fire specs: Agility Light Gold outer shell Titanium SL2 Thermal Liner Crosstech Black moisture barrier L/Y 3" triple trim around cuffs		\$2,245.00	\$31,430.00

#3002

Turnouts for new hires, Qty 14  
(2 sets ea)

Ph: 206-622-2875  
TF: 800-426-6633  
[nwsales@lncurtis.com](mailto:nwsales@lncurtis.com)  
UEI#: DDLSADSWN7U7

# CURTIS

TOOLS FOR HEROES

Northwest Division  
6507 South 208th Street  
Kent, WA 98032  
[www.LNCurtis.com](http://www.LNCurtis.com)

NET 30  
Service charge 1.5% per month added after 30 days

For assistance with invoicing or  
payments please contact Accounts  
Receivable at [AR@LNCurtis.com](mailto:AR@LNCurtis.com)

Subtotal	\$61,600.00
Tax Total	\$0.00
Transportation	\$122.56
<b>Total</b>	<b>\$61,722.56</b>
Total Payments	\$0.00
<b>Total Due</b>	<b>\$61,722.56</b>

[Pay Invoice Online](#)





Engineering Task Order

Task Name	PLC Upgrade – Influent Pump Station (IPS)	Task #	011
Client	CDA WRF	PSA/Contract	CDA MSA
Attn	Mike Anderson	H2E Contact	Troy Pefley
Email	MAnderson@cdaid.org	Date	1/17/2025

Section 1: Scope of Work to be Performed

Background:

H2E developed a PLC Upgrade Implementation Plan which included redline as-builts of the IPS LCP for baseline implementation of a PLC upgrade. This Engineering Task Order (ETO) is for implementing an upgrade of the IPS PLC. The ETO includes the following tasks

- Project Coordination/Management
- Controls Engineering/Design of the LCP Backpanel and Backup Station Enclosure (drawing package development)
- IPS PLC Program Conversion & HMI Integration
- Onsite Commissioning Support

Scope of Work:

The Scope of Work includes the following tasks required to implement the IPS PLC Upgrade.

1. Control System Engineering includes the following
  - a. I/O List Development – IPS PLC I/O separated in Critical and Non-Critical groups. The I/O list separation provides controls design inputs in identifying critical concerns and to minimize operational risk during the Commissioning phase.
  - b. System Engineering – Engineering processes to determine and validate power requirements, communication and connection requirements, panel equipment specification/selection, and compliance to UL and NEC codes for use in the Design phase of the project.
  - c. Test plan Development – The Test Plan provides at a high level all the tests and that will be performed on the system to verify that it operates as intended
  - d. Commissioning Test Procedure Development – The Test Procedure includes the procedures that will be performed to verify the system operates as intended. The Test Procedure will include network tests, I/O tests, HMI tests, and equipment operations tests.
2. Controls IPS LCP and Backup Station Enclosure Design
  - a. Review of existing Asbuilt redlines for space and layout boundaries of existing wiring routing, power availability, network connectivity, and panel density.
  - b. Detailed Design Data Collection – Site visit to collect and validate detailed panel data required for the design of the LCP Backpanel.
  - c. LCP Drawing Development
    - i. BOM/Layout/Nameplate Schedule Drawing
    - ii. Power Schematic and Wiring Diagrams – 120 VAC and 24VDC power distribution wiring diagrams.
    - iii. PLC I/O Drawings – Discrete and Analog wiring diagrams to illustrate the I/O interface with the PLC I/O cards. Note the field connections on the PLC I/O drawings will be generic representations of the field-side connections.
3. PLC Program Conversion/Modifications
  - a. Conversion of the existing PLC logic and functionality from an S7-300 PLC platform to an S7-1500 PLC platform and modify the control code as required to maintain the same functionality in the S7-1500 platform.
  - b. Remove known PLC logic (non-executing logic remaining as part of the recent SCADA upgrade project)
4. Commissioning Support
  - a. LCP Backpanel checkout at the fabricator’s shop
  - b. VTSCADA modifications as needed to integrate the IPS PLC Upgrade
  - c. Electrical Contractor Construction Site Walkdown for LCP installation (1 day)
  - d. System Commissioning and Startup Support (10 man-days, 8 hours per day)

H2E Inc. | H2Einc.com  
23305 E. Knox Ave., Liberty Lake, WA 99019 | (509) 927-2424  
1200 N. Montana Ave., Helena, MT 59601 | (406) 513-1002





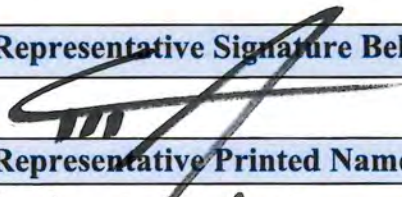
## Engineering Task Order

<b>Section 2: Schedule</b>	
Upon contract execution, H2E will coordinate with CDA to determine a project execution time frame.	
<b>Section 3: Budget</b> <input type="checkbox"/> Fixed Fee <input checked="" type="checkbox"/> Time and Expense	
The budget estimate is <b>\$88,830</b> for the scope defined herein.	
Rate Schedule:	2024 Published Rates
<b>Section 4: Safety and Quality</b>	
<b>Safety:</b>	
H2E to adhere to CDA WRF PPE or H2E requirements whichever is more stringent.	
<b>Quality:</b>	
Work performed under this task order falls under H2E's quality program.	
<b>Section 5: Assumptions, Clarifications, and Limitations</b>	
<b>Assumptions:</b>	
<div>1. H2E will coordinate with the plant to schedule site visits for gathering data for detailed LCP backpanel design.</div> <div>2. No functionality enhancements or modifications have been included for the IPS PLC.<div>a. Functionality change requests may be added thru a change order request.</div></div> <div>3. The deliverable documentation includes:<div>a. IPS LCP Backpanel and PLC I/O Drawings</div><div>b. IPS PLC Upgrade Test Procedure</div></div> <div>4. PLC Program Cleanup (code removal) is limited to removing logic not executing with respect to the recent SCADA system upgrade.</div> <div>5. A detailed Construction Scope of Work for an installation contractor has not been included<div>a. This scope may be added thru a change order request.</div></div> <div>6. The Fabricators shop is assumed to be local to the Spokane/CDA area, travel expenses are not included in this ETO.</div> <div>7. The onsite support (construction support and commissioning) allocation included is ten (10) man-days at eight (8) hours per day.<div>a. Additional onsite support required will be invoiced at H2E 2024 Published Rates.</div></div>	
<b>Clarifications:</b>	
<div>1. H2E plans to utilize the old LCP Backpanel to reduce the Critical I/O outage time. Two (2) short outages are required to implement the plan.<div>b. An initial outage to extend the control wires and commission the Critical I/O on the old LCP Backpanel.</div><div>c. A second outage to commission the Critical I/O on the new LCP Backpanel after the Non-Critical I/O is commissioned.</div></div> <div>2. Invoicing will occur on a Time and Expenses basis.</div> <div>3. Troy Pefley is the Project Manager and main point of contact unless otherwise designated.</div>	
<b>Limitations:</b>	
<div>1. I/O drawings are designed based on the as-built LCP drawings. Field side terminations and Junction Box details are not included as part of the I/O drawings unless the details are on the as-built LCP drawings.</div> <div>2. LCP Backpanel Supply/Fabrication has not been included in this ETO.<div>a. This scope may be added upon request.</div></div> <div>3. The Electrical Contractor work is not included in this ETO.</div>	





Engineering Task Order

Section 6: Approvals	
H2E Project Manager Signature Below:	Date of Signature Below:
Troy Pefley	01/17/25
H2E Project Manager Printed Name Below:	Date of Signature Below:
Troy Pefley	
Client Processing of Engineering Task Order	
Client Comments:	
Client Representative Signature Below:	Date of Signature Below:
	February 7, 2025
Client Representative Printed Name Below:	Date of Signature Below:
Michael Anderson	
Thank you for Choosing H2E to Power your Success!	





## Contract Change Request

H2E CCR Name	Additional Commissioning	Date:	12/1/2025
H2E Project Name	IPS PLC Upgrade	H2E CCR #	001
H2E Project #	25205-02	CCR Revision #	0
H2E Project Mgr.	Troy Pefley	Client Name	Mike Anderson
H2E CCR Originator	Troy Pefley	Client Contract	manderson@cdaid.org
Request Type:	H2E Request	Impact Type:	Budget

### 1. Description of Change: (What is changing, why, and by whose direction?)

- Discovery (unknown) onsite of IPS VFD limitations for new control scheme. (Note, during the engineering, H2E reached out to Siemens tech support to approve our approach)
  - Additional time troubleshooting the VFD communication, parameter setup, and operation.
  - Additional engineering for wiring interface modifications between Backup Panel and Backpanel and VFD to implement solution.
  - Program changes to implement VFD solution.
- Due to VFD delay, H2E provided temporary solution to remove existing PLC and use as interim solution to enable contractor to make progress without delay.
  - Removed and rewired PLC, setup and reconfirmed communication to VFDs and SCADA.
  - Modified program to operate in a reduced capacity, disabled alarms, and installed temporary alarms for callout.
  - Tested temporary solution before removing old panel.
- Additional rewiring, programming, and testing to provide temporary solution for sampler to operate.
  - Removed and relocated equipment from new backpanel to connect to analog signal splitter for flow.
  - Rewired and setup in new panel.
  - Developed temporary programming for flow input scaling and calculations for PLC output to sampler.
  - Testing and confirming operation.
- Additional commissioning to determine status of I/O not operating in the field.
  - Noted several I/O points are either not wired in the field or have been jumpered.
  - Discussions with CDA operations on concerns.
  - Cleaned up/removed PLC code.

### 2. Impact of Change: (Specific impacts of the requested change)

Three additional days for 2 engineers to complete commissioning

Schedule Impact: ☐ No Impact      Quality Impact: ☐ No Impact      Budget Impact: ☒ Yes      ☐ No

### 3. ECN Required? ☒ Yes      ☐ No (NOTE: ECN Required when H2E Deliverables are under Config. Mgmt.)

Associated ECN: ECN002 IPS VFD Modifications

### 4. Comments to Stakeholders About CCR

The IPS PLC system has been released for full operation from a successful commissioning.

### 5. Cost & Schedule Impact Estimates (☐ See Attached FEWS for detailed breakdown of costs).

Cost Impacts		Schedule Impacts	
Total Labor Cost of CCR:	\$7,785.00	Est. Start Date:	NA
Total Reimbursable Cost of CCR:	\$0.00	Est. Completion Date:	NA
Total Material/Sub-Cont. Cost of CCR:	\$0.00	Total Estimated Duration:	NA
<b>Total Cost Impact for this CCR:</b>	<b>\$7,785.00</b>	<b>Total Schedule Impact:</b>	<b>NA</b>

H2E Project Manager Signature Below:

Date of Signature Below:

*Troy Pefley*

*12/1/25*

H2E Project Manager Printed Name Below:

Troy Pefley

### 6. Client Processing of Contract Change Request

- A. Signing this form and checking the 'Approve As Client ACR' box constitutes acknowledgement of receipt of this Contract Change Request (CCR) and approval of this CCR per the Contract as an Authorized Client Representative of the Client.**
- B. Signing this form and checking the 'Intend to Approve' box constitutes acknowledgement of receipt of this Contract Change Request (CCR) and commitment to process an approval of this CCR per the Contract.**

H2E Inc. | H2Einc.com

23305 E. Knox Ave., Liberty Lake, WA 99019 | (509) 927-2424

1200 N. Montana Ave., Helena, MT 59601 | (406) 513-1002





## Contract Change Request

<input type="checkbox"/> A. Approve as Client ACR	<input type="checkbox"/> B. Intend to Approve	<input type="checkbox"/> Reject CCR
Client Comments:		
Client Representative Signature Below:		Date of Signature Below:
Mike Anderson		12/10/2025
Client Representative Printed Name Below:		
Mike Anderson		
Distribution Log		
Name	Method	Address
	<input type="checkbox"/> Email <input type="checkbox"/> Mail	
	<input type="checkbox"/> Email <input type="checkbox"/> Mail	
Controlled Distribution		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Thank you for Choosing H2E to Power your Success!		



**PERSONAL PROPERTY & SERVICES PRICE  
REASONABLENESS FORM**

To: Finance Department

From: Mike Anderson

Date: 2/7/2025

**Required Action:** Complete for procurements of:

- Any titled or rolling stock for not more than \$50,000;
- Property with a useful life of one year and more that cost between \$20,000 - 50,000
- All property between \$50,000 and \$100,000;

Personal property or Service Description: IPS PLC upgrade including project coordination,  
controls engineering & design, PLC program conversion & HMI integration.

Purchase in financial plan? Yes ☒ No ☐ If yes, budget amount in financial plan - \$ \$1,000,000

If non-budgeted – Date Council approved: \_\_\_\_\_

Competitive Quotes Obtained:

1<sup>st</sup> vendor name and price: H2E, \$88,830

2<sup>nd</sup> vendor name and price: n/a

3<sup>rd</sup> vendor name and price: n/a

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: This is a phase in an ongoing  
PLC upgrade throughout the Treatment Plant. Last year we upgraded the  
Pretreatment PLC. This year we plan on upgrading 3 more. Given the nature of the work, we are forced to do these one at a time.

Vendor Awarded: H2E Date: February 7, 2025

New vendor to the City? Yes ☐ No ☒ If yes, attach a completed W-9

Department Head Signature: \_\_\_\_\_

Department: Wastewater

Date: 2/7/2025

Comptroller Approval Signature: \_\_\_\_\_

Katharine Ebner

Maplewood Business Partners - DBA Genisys Corp.

1400 112th Ave SE Ste 100  
Bellevue, WA 98004  
+14256360782  
accounts@maplewoodbp.com



PO# IT-120525-1955  
GL# 001-004-4152-3106 (\$10,017.00) ✓  
GL# 031-058-4351-7416 (\$10,536.75) ✓  
WW & IT Network Switches - End of Life replacements  
Scott

## INVOICE

### BILL TO

Accounts Payable  
City of Coeur D Alene  
710 E Mullan Ave  
Coeur D Alene, ID 83814

### SHIP TO

Accounts Payable  
City of Coeur D Alene  
710 E Mullan Ave  
Kirk Johnson  
Coeur D Alene, ID 83814

INVOICE # 2121 ✓

DATE 12/08/2025 ✓

DUE DATE 01/07/2026

TERMS Net 30

SHIP DATE	SHIP VIA	TRACKING NO.	PURCHASE ORDER	SALESPERSON
12/08/2025	Ground	886786372753	IT-120525-1955	DG

QTY	PRODUCT-SERVICES	DESCRIPTION	EACH	AMOUNT
4	Product	HPE Aruba JL679A Networking CX 6100 12p REFURBISHED - New, open box 886786372753 Del 12/8/2025	650.00	2,600.00
3	Product	HPE Aruba JL818A Networking CX 4100i 24p REFURBISHED- Premium supplier.  No Redundant Power Option is available for JL818A  QTY 2 Track - 887022410798 ETA del12/18/2025 QTY 1 Track - 887279291713 ETA del 12/29/2025	2,200.00	6,600.00
1	Product	JL677A Networking CX 6100 24G Class4 PoE 4SFP+ 370W Switch  New, Unused 886854525614 del 12/15/2025 Wastewater switches below	1,150.00	1,150.00
2	Product	HPE Aruba JL818A Networking Ruggedized CX 4100i 24p REFURBISHED- Premium supplier. Qty 2 Track - 887279291713 del 12/29/2025	2,200.00	4,400.00
1	Product	HPE Aruba JL818A Networking Ruggedized CX 4100i 24p  NEW, HPE Factory Direct 495455915028 ETA 1/5/2026	4,835.00	4,835.00
1	Product	HPE Aruba JL679A Networking CX 6100 12p  NEW, HPE Factory Direct 495785018424 del 12/22/2025	782.00	782.00

Thank you for your Business!  
Your timely payment is appreciated.

SUBTOTAL	20,367.00
TAX	0.00
SHIPPING	186.75



TOTAL  
BALANCE DUE

20,553.75

**\$20,553.75**

PO# IT-120525-1955

GL# 001-004-4152-3106 (\$10,017.00)

GL# 031-058-4351-7416 (\$10,536.75)

WW & IT Network Switches - End of Life replacements  
Scott



# Invoice

Date	12/19/2025	Invoice #	220883
Terms	Net 30	Due Date	01/18/2026
P.O. Number:			

Payments via check can be directed to:  
Granicus LLC  
Dept #880806  
PO Box 29650  
Phoenix, AZ 85038-9650

Payments via ACH can be directed to:  
Bank Name: JPMorgan Chase Bank  
Account Name: Granicus, LLC  
Routing #: 102001017  
Account #: 678717375

Bill To	Sold To
Coeur d'Alene ID 710 E. Mullan Ave Coeur d'Alene ID 83814 United States	Coeur d'Alene ID 710 E. Mullan Ave Coeur d'Alene ID 83814 United States

Description	Term Start Date	Term End Date	Tax Rate	Tax Amount	Amount
24/7 Hotline	11/18/2025	11/17/2026	0.00%	\$0.00	\$9,809.25
Address Identification and Monitoring	11/18/2025	11/17/2026	0.00%	\$0.00	\$25,223.79
Compliance Outreach	11/18/2025	11/17/2026	0.00%	\$0.00	\$13,312.55

Subtotal	\$48,345.59
Tax Total	\$0.00
Total	\$48,345.59
Amount Paid	\$0.00
Amount Due	\$48,345.59 USD

001-004-4152-3104  
short term rental  
software program  
11-18-25 to 11-17-26

For any questions about your invoice, please contact us at AR@granicus.com or 1-800-314-0147

Thank you for your business



**Insight**  
PUBLIC SECTOR

Page 1 of 2

To pay online or sign up for e-invoicing, click [here](#)

**Insight**  
PUBLIC SECTOR

ACCOUNT NO	10971772
INVOICE DATE	05-JAN-2026
INVOICE NUMBER	1101349549
BALANCE DUE	174,686.60
Amount Paid	
CURRENCY	USD

Please remit electronically to:  
Insight Public Sector, Inc.  
c/o JPMorgan Chase  
Account: 816365761  
Swift code: chasus33  
Wire ABA: 021000021  
ACH ABA: 124001545

Exhibit "B" xiii.



Ship To 10971772

Page 2 of 2

City of Coeur d'Alene  
Kirk Johnson  
710 E MULLAN AVE  
COEUR D ALENE ID 83814-3958

## Invoice

Invoice No. 1101349549	Date: 05-JAN-2026	Sales Order No. 339275050	Account No. 10971772	Payment Terms Net 30 days	Due Date 04-FEB-2026	Sales Rep Name Thad Morse	Account Clerk: Michele Shull
PO No. IT-121525-1960	PO Release No:		Contract No. 60694665	State Contract No.	Ship Via Electronic Delivery/ESD		
FEIN: 36-3949000			Service Order No	Service Rep Name	Original Invoice No		

Material	Material Description	Qty	Unit Price	Extended Price
----------	----------------------	-----	------------	----------------

License Type: Cloud SAAS  
Media Type: ESD

STATE OF IDAHO NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / PADD20231701)

Sub Total	174,686.60
Ttl Freight Charge	0.00
Total Amount Due	174,686.60
Currency	USD

(T) Denotes taxable item

\* Denotes non-shippable item

THANK YOU FOR YOUR ORDER.

FOR ALL INQUIRIES PLEASE CALL 800-934-4477.

The Terms and Conditions and Return Policy and Procedures set forth on  
[www.ips.insight.com/TermsandConditions](http://www.ips.insight.com/TermsandConditions) are specifically incorporated herein unless purchase is being made pursuant to a separate  
written agreement in which case the terms of the separate written agreement shall govern.

OTHER BUSINESS

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** JANUARY 12, 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 an exempt Assistant Fire Chief and 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 |
| • <i>Proposed</i> Division Chief pay range:                       | \$ 82,867 - \$127,462 |
| • <i>Proposed</i> <sup>1</sup> Assistant Fire Chief salary range: | \$114,025 - \$160,451 |

---

<sup>1</sup> Proposed Assistant Fire Chief classification will need to be posted per Personnel Rules and brought to Council for approval

Anticipated total annual increase to the budget is approximately \$56,103. This total cost also includes the proposed Assistant Fire Chief classification that will come forward to Council for approval if this reorganization is approved. The Assistant Fire Chief is included in total cost for transparency. 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. The staffing levels will need to be amended through the next budget process.

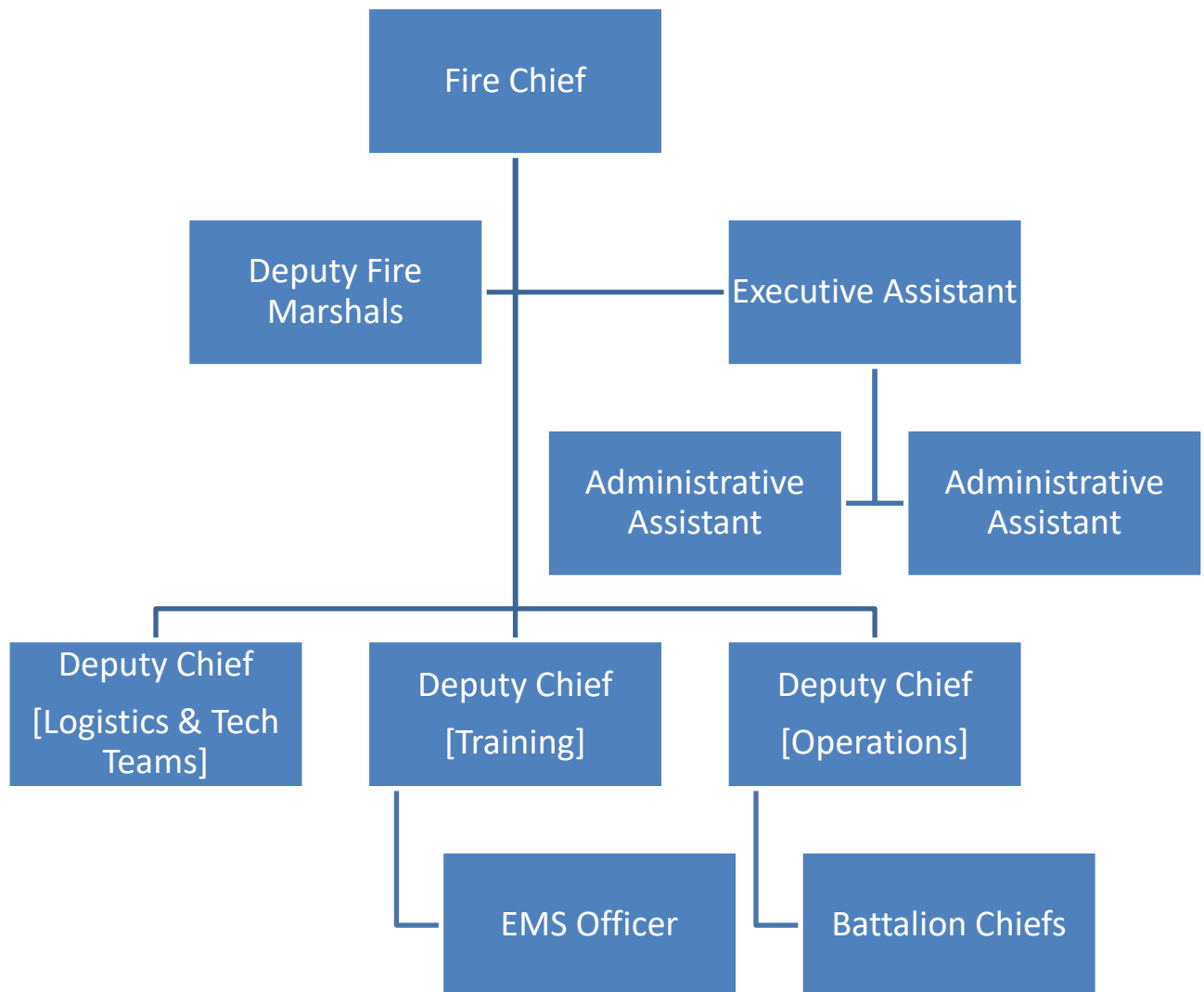
**Performance Analysis:** The proposed contract with the Fire Union was negotiated in good faith with the City, and the compensation and benefits included will provide an additional rank within the local. Due to the current EMS Officer vacancy and upcoming retirements of Deputy Fire Chiefs in January 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.”



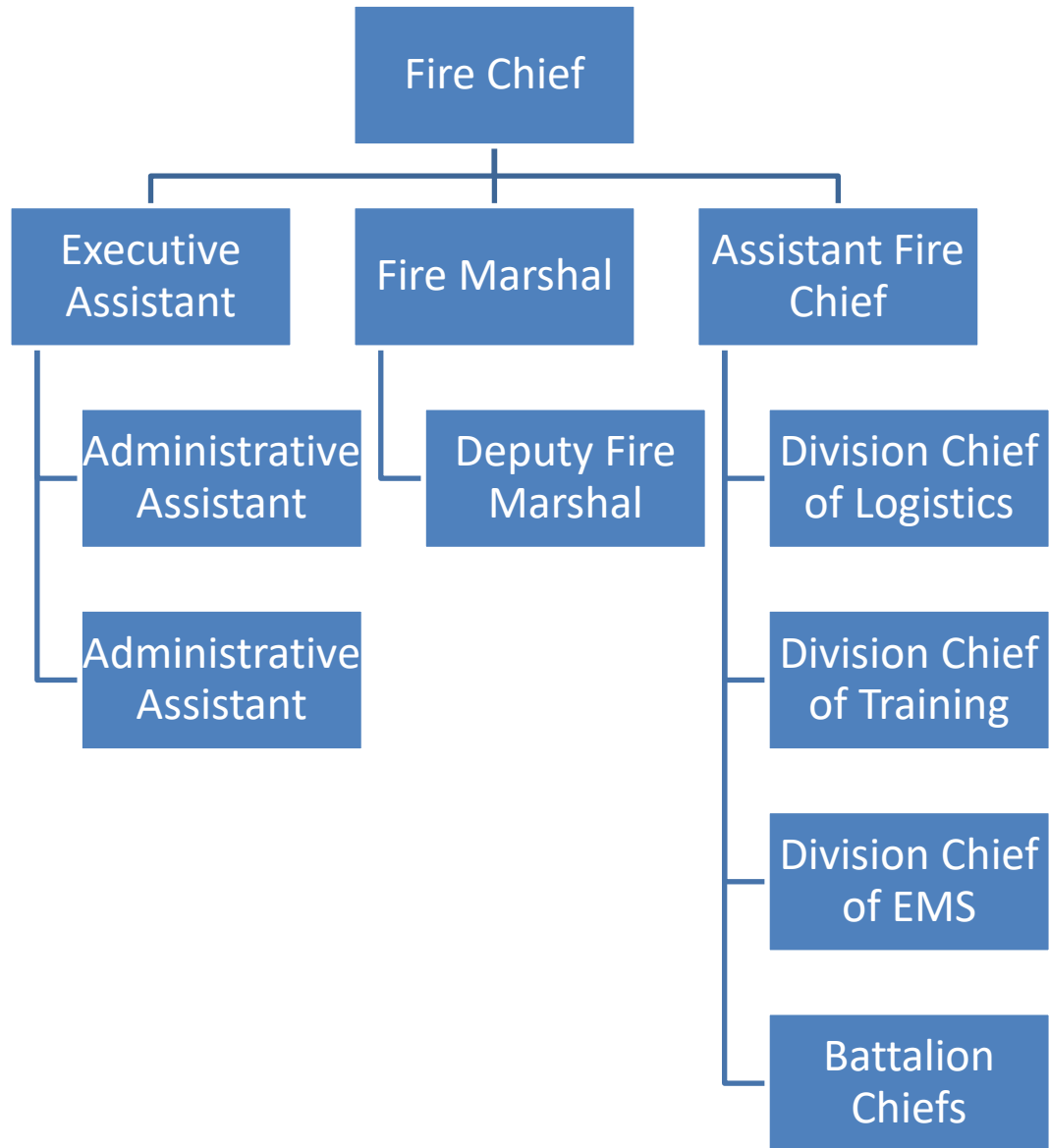


## ***CURRENT COEUR D'ALENE*** **FIRE DEPARTMENT ORG CHART**





## ***PROPOSED* COEUR D'ALENE FIRE DEPARTMENT ORG CHART**



# Fire Department Re-organization



1

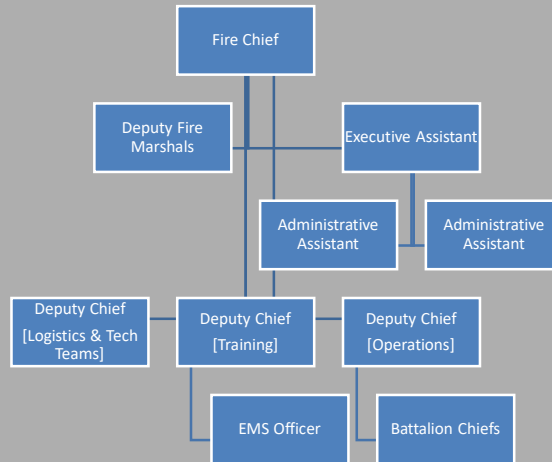
## FD Re-Organization

- Should the City Council approve the proposed amendments to the CDA Firefighter Local 710 Collective Bargaining Agreement, establishing a Division Chief rank and compensation, as well as the proposed “re-organizational structure?”



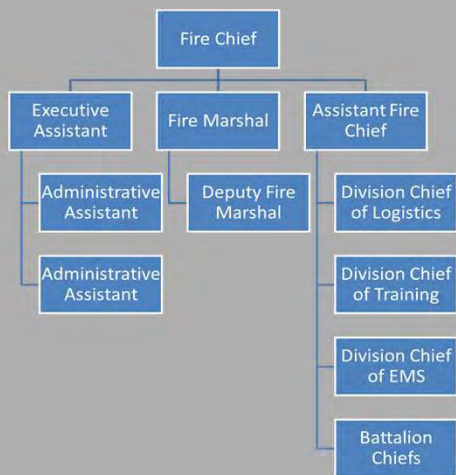
2

## Current Organizational Structure



3

## Proposed Organizational Structure



4



## FD Re-Organization

- Proposed re-organization is defined within Fire Administration ranks only
- Re-organization is not a cost savings
- “Timing and Opportunity”
- We are not asking for new personnel (FTE) to accomplish this.



5

## EMS Officer to Division Chief

- Priority was to move the current EMS Officer position (Captain rank) to a chief officer rank. This is warranted due to the level of responsibility for this position and essential job functions.
- This is a major division within our organization and approximately 75% of what we do in day-to-day operations/ calls for service



6

## FD Re-Organization

- Problem- when upgrading this position, it causes some organizational challenges when you have Deputy Chiefs (exempt) and Division Chiefs (represented) essentially doing the same thing in overseeing major divisions with the FD.
- Eventually we would encounter wage “compression” issues



7

## FD Re-Organization

- Another motivating factor to evaluate the organizational structure is the current vacancy of EMSO since July, upcoming retirements of current Deputy Chief of Operations and Deputy Chief of Training and Fire Chief.
- The addition of the Assistant Chief (Operations) will establish a clear Chain of Command and will remain an exempt/ unrepresented position.
- The 3 Division Chiefs: EMS, Training and Logistics will be represented positions with the CBU/ L-710.



8

## FD Re-Organization

- The last position change will be elevating one of the (2) Deputy Fire Marshals to a Fire Marshal rank of our Prevention Bureau.
- This division is unique and operates with much autonomy in the day-to-day operations. This elevated “supervisory” position is warranted and brings us more in line with industry standards FD models.
- The Fire Marshal would be an exempt/unrepresented position as well.



9



Current Position	Proposed Position	Current Budget - Annual Compensation	Estimated Annual Compensation	Net Annual Increase	Total Annual Increase with PERSI/FICA
EMSO	EMS Division Chief	\$127,982	\$143,370	\$15,388	\$18,716
Deputy Chief	Assistant Chief	\$152,363	\$167,599	\$15,237	\$18,532
DFM	Deputy Chief	\$112,861	\$128,362	\$15,502	\$18,855
		\$393,206	\$439,332	\$46,126	\$56,103

## Re-Organization Cost Analysis

10



## FD Re-Organization

- Timing and Opportunity are driving this proposal, mid budget year
- It provides a clear Chain of Command within our Command Structure
- Provides a possible pathway back to the line ranks for personnel
- We believe that it will encourage more personnel to consider administrative promotional opportunities from within

11

## FD Re-Organization

- The City Council should approve the proposed amendments to the Coeur d'Alene Firefighter Local 710 IAFF Collective Bargaining Agreement, establishing a Division Chief rank and compensation as well as the proposed "re-organizational structure."

- I stand for questions???



12



RESOLUTION NO. 26-005

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

WHEREAS, pursuant to Resolution No. 24-071, adopted the 3<sup>rd</sup> 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 establish a Division Chief rank, and to restructure the Fire Department so that there are three divisions 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 establish a Division Chief rank, and to restructure the Fire Department so that there are three divisions headed by a Division Chief (EMS/Training/Logistics), in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference.

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 20<sup>th</sup> 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 SHECKLER 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 6<sup>th</sup> 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.

## Table of Contents

ARTICLE 1. Purposes.....	4
ARTICLE 2. Term of Agreement.....	4
ARTICLE 3. Recognition.....	4
ARTICLE 4. Union Security and Checkoff.....	4
ARTICLE 5. City Security.....	4
ARTICLE 6. Union Business .....	5
ARTICLE 7. Discrimination.....	5
ARTICLE 8. Staffing.....	5
ARTICLE 9. Prevailing Rights.....	7
ARTICLE 10. Entire Agreement.....	7
ARTICLE 11. Rules and Regulations .....	7
ARTICLE 12. Grievance Procedure .....	7
ARTICLE 13. Personnel Reduction .....	9
ARTICLE 14. Shift Trades/Changes .....	9
ARTICLE 15. Working Out of Classification/Precepting.....	10
ARTICLE 16. Sick Leave.....	11
ARTICLE 17. Worker’s Compensation .....	14
ARTICLE 18. Vacancies and Promotions .....	14
ARTICLE 19. Bereavement Leave.....	14
ARTICLE 20. Insurance Coverage .....	15
ARTICLE 21. Holidays .....	17
ARTICLE 22. Work Schedule/Overtime.....	18
ARTICLE 23. Vacation .....	21
ARTICLE 24. Wages .....	22
<a href="#"><u>ARTICLE 25. Division Chief Availability/On-Call Pay</u></a> .....	27
ARTICLE <del>26</del> <sup>5</sup> . Job Description .....	27
ARTICLE <del>27</del> <sup>6</sup> . Residency .....	27
ARTICLE <del>28</del> <sup>7</sup> . Uniforms and Protective Equipment .....	27
ARTICLE <del>29</del> <sup>8</sup> . Tuition Reimbursement .....	28
ARTICLE <del>30</del> <sup>29</sup> . Management Rights.....	28
ARTICLE <del>31</del> <sup>10</sup> . Savings Clause.....	28
ARTICLE <del>32</del> <sup>1</sup> . Post-Employment Health Care.....	29



ARTICLE <a href="#">332</a> . Binding Arbitration .....	29
ARTICLE <a href="#">343</a> . Deferred Compensation.....	29
ARTICLE <a href="#">354</a> . Urban Renewal District Opener .....	30
ARTICLE <a href="#">365</a> . Military Leave.....	30
ARTICLE <a href="#">376</a> . Survivor’s Benefit .....	30
Appendix A.....	<del>323</del> <a href="#">231</a>
Appendix B .....	<del>343</del> <a href="#">433</a>
Appendix C .....	<del>353</del> <a href="#">534</a>

## **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 (1<sup>st</sup>) day of October 2024, and shall remain in full force and effect until the thirtieth (30<sup>th</sup>) 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 28<sup>th</sup> 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 preceptee. 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 (33⅓%) 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.

<b>Employee Rank</b>	<b>October 1, 2024</b>	<b>October 1, 2025</b>	<b>October 1, 2026</b>	<b>October 1, 2027</b>
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 31<sup>st</sup>. Captain and Battalion Chief testing process will occur in odd numbered years and will be completed no later than May 31<sup>st</sup>. 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 1<sup>st</sup> of the year in which the Committee is activated. The decision reached by majority vote will be implemented October 1<sup>st</sup>. 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 30<sup>th</sup>.

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 every 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 24<sup>th</sup> 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 1<sup>st</sup> 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 24<sup>th</sup> and December 25<sup>th</sup> the same year, the shift assigned to work on December 23<sup>rd</sup> will be reassigned to work December 24<sup>th</sup>. The shift originally scheduled to work on December 24<sup>th</sup> will be reassigned to work on December 23<sup>rd</sup>.
- E. The FLSA work cycle shall be a 14-day cycle. Beginning January 1<sup>st</sup>, 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. 1<sup>st</sup> through 5<sup>th</sup> year of service: 9 hours
2. 6<sup>th</sup> through 10<sup>th</sup> year of service: 10 hours
3. 11<sup>th</sup> through 15<sup>th</sup> year of service: 11 hours
4. 16<sup>th</sup> through 20<sup>th</sup> 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. 1<sup>st</sup> through 5<sup>th</sup> year of service: 6 hours
2. 6<sup>th</sup> through 15<sup>th</sup> 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 ( <a href="#">excludes Division Chief</a> )	18.2% of firefighter maximum	40 hour employee
<a href="#">EMS Division Chief – Paramedic</a>	<a href="#">\$5.00 per hour</a>	<a href="#">40 hour employee</a>
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 ¾") Drag charged hose 100'
  - b. Hose Bundle (50' 2 ½") Carry hose to the third story of the Training Tower
  - c. Hose Raise (50' 2 ½" 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 332. 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 343. 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

<b><i>Battalion Chief</i></b>	<b>Minimum</b>	<b>Maximum</b>	<b>Maximum with Senior Pay</b>
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
<b><i>Captain</i></b>	<b>Minimum</b>	<b>Maximum</b>	<b>Maximum with Senior Pay</b>
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
<b><i>Engineer</i></b>	<b>Minimum</b>	<b>Maximum</b>	<b>Maximum with Senior Pay</b>
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
<b><i>Firefighter</i></b>	<b>Minimum</b>	<b>Maximum</b>	<b>Maximum with Senior Pay</b>
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
<b><i>Deputy Fire Marshall</i></b>	<b>Minimum</b>	<b>Maximum</b>	<b>Maximum with Senior Pay</b>
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
<b><i>Division Chief</i></b>	<b>Minimum</b>	<b>Maximum</b>	<b>Maximum with Senior Pay</b>
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
<b><i>EMS Officer</i></b>	<b>Minimum</b>	<b>Maximum</b>	<b>Maximum with Senior Pay</b>
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, a 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, pumpers 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 and 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 oversight.

**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 25pounds. 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 oversight 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.

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:**        **JANUARY 12, 2026**

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

**SUBJECT:**   **COMPENSATION AND CLASSIFICATION PROJECT**

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**Decision Point:** Should Council approve the attached Professional Services Agreement between the City of Coeur d'Alene and BestDay HR, for a city-wide classification and compensation study?

**History:** The last classification and compensation study for the City of Coeur d'Alene was completed by BDPA, Inc. and approved by Council in 2017. Since approval, Human Resources has continued to review and update classifications, create new positions, review market data and internal equity, and has continued to use a consultant, previously Ameriben and now BestDay HR, for recommendations and leveling.

The City is at a point where reviewing individual classifications is no longer sustainable, and there have been enough changes in the job market over the last nine (9) years that it will be beneficial to review the entire plan. Additional needs with a full class/comp study is to have the consultant review our current pay grades 1-22 identifying compression or grade misalignment issues, evaluating the percentages between and possible need for additional pay grades. Also, a review of both the fire and police pay schedules and ranks will be included, with additional comparisons of police specialty compensation.

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

1. A report with key findings and recommendations.
2. Updated Kinds & Levels chart and revised wage ranges.
3. Rationale for job matches and recommended pay structures.
4. Present finding and answer questions from City leadership and stakeholders.

Once the project starts, the anticipated completion timeline is 3 months.

**Financial:** BestDay HR has structured the class/comp project to be comprehensive yet efficient, with clear deliverables aligned to each phase. The proposed cost reflects the depth of analysis, level of customization, and collaborative engagement required to meet the City's objectives. The total proposed cost for the project is \$55,000. The consultants believe they can include the police specialty pay comparison into the total cost of the project. However, any work that exceeds the projected project cost will be discussed and billed at the consultant's hourly rate of \$185 per hour. In the current 2025-2026 budget year, Human Resources has \$30,000 budgeted for the study. The remaining amount needed to complete the study will come from Human Resources professional services and savings, and the City's fund balance due to previous years budgeted dollars towards the class/comp study that have not been utilized.

**Performance Analysis:** The City will benefit from doing a city-wide study addressing changes in job descriptions, evaluating market data, analyzing wage and grade adjustments, ensuring proper leveling, and reviewing FLSA exemption status. Additionally, establishing rapport with BestDay HR to review all of our classifications and leveling will be beneficial for Human Resources as additional and ongoing consultant services. Additionally, an updated compensation plan will address external competitiveness (the wages other employers pay for similar work), which directly relates to the City of Coeur d'Alene's ability to attract and retain qualified employees. Combining an updated sound compensation system with an effective internal equity/job valuation process contributes to the overall effectiveness of an organization.

The proposed study has been discussed over the last year with all three collective bargaining groups. Per Resolution No. 25.051, LCEA agrees to support a wage study to be performed by a consultant chosen by the City, which wage study will review the compensation for classifications of positions represented by LCEA. LCEA may provide written input regarding the terms of the wage study and comparable organizations prior to final approval of the consultant contract by City Council. However, the terms of the wage study shall be determined solely by the City and the consultant. Upon completion of the wage study, the City agrees to discuss the results and options for implementation with LCEA. The current LCEA collective bargaining agreement is effective through September 30, 2027.

The Coeur d'Alene Firefighters Local No. 710 agree to participate in the study to review the fire ranks base wages. The Local No. 710 current collective bargaining agreement is effective through September 30, 2028.

The Police Officer Association also supports the study to review represented police positions with the agreement the consultants will also review sworn officer specialty pay. The POA collective bargaining agreement is effective through September 30, 2026.

**Decision Point/Recommendation:** Council should approve the attached Professional Services Agreement between the City of Coeur d'Alene and BestDay HR, for a city-wide classification and compensation study.



Submitted Wednesday, January 14, 2026  
by Councilmember Wood for Council Review

Compensation and Classification Study review:

A wage study is one of the most important issues for employees and the most questioned for accuracy and fairness. If we agree to spend \$55k I think the proposal deserves scrutiny and oversight by a committee. Council also needs an additional step by our administration of a 5-year strategic financial plan for any expectation of implementation of upward market wages. Otherwise, this expensive endeavor sits on a shelf and employee morale, and trust is eroded.

My questions are:

- 1) Cost of project for what we receive- \$185 hr. with an approximate cost of \$55K. This schedule if followed with no add on is 297 hrs. of their time. They estimate 286-362 hrs. if they were to put in 362 hrs. of time then the cost goes up to \$66,970. Need clarification on that.
- 2) The breakdown of hours and how they will be assigned is detailed on page 6 of their proposal. I see the most critical component for our existing employees is their job description review. That is only allotted 15- 20 hours. That must mean they are just going to review the information on hand from HR and will not be conducting employee interviews to find the in-depth scope of duties. For example: our city attorneys case load and scope of duties is much more expansive than an attorney in a similar city due to the political atmosphere that draws cases such as the Patriot Front. Simply looking at wages rather than actual responsibilities is not an in-depth review. Our employees will want their actual duties considered. The consultant lists the kinds and levels evaluation at 40 to 60 hours. What does that entail? What is data cleaning and normalization- they propose that will take 30 to 40 hours?
- 3) Scope of work, bullet number 4- What does Standardize Peer City Data Formats means or Develop a Crosswalk between internal and external job structures?
- 4) Bullet point 6 on page 4- first bullet point- Use a structured methodology to evaluate complexity, decision making, supervision, and impact. What methodology? This aside from reviewing job descriptions will be of most importance to our current employees.

Council needs to see an example of their work. The name of the city can be removed for the purpose of retaining work product, but I would like to see an example of everything they are agreeing to do.

- 5) Counter proposal to using a vendor- This vendor is requesting all our current compensation data for all active positions. This includes our hourly and salary rates for every employee and our job descriptions and pay scales. This same information can be utilized by a city team.

We know we need an updated study, but I am hearing that our employees are not that confident with any consultant based upon past experiences.

I think we can do justice to a project like this by using our own professionals that will ensure employee buy in. I want to propose a team format that matches the slide on “Communication”. It would include a member from each employee group, an executive team member, and the HR Director or her designee. This board of directors would be made up of 5 people with the format of majority rules in case there is a dispute over what data is necessary or relevant to this project. Disputes that cannot be resolved would be submitted to the City Administrator for final determination.

Much of the work identified in the ‘Scope of Work’ provided by the vendor can be assigned to specific individuals and be done during business hours. With the understanding of employee supervisors, each team member would devote 10 regular business hours a week for a team total of 200 hours a month, which is 1000 hours over the course of the project. However, I am proposing at least 2 hours a week for the team to meet at lunch or after work by zoom, or in person, for a stipend for each team member of \$2000. This is based on 40 additional hours at \$50 per hour. The cost would be \$10,000 (the original proposal) with additional funds of \$5000 for any necessary costs. If the costs do not meet \$5000 then any left-over funds would be put into the stipends. The total project cost is \$15,000. Our own people would do the work and be compensated for extra hours. I would much rather pay our own employees who know our needs than a vendor. We have the talent within our own organization. Communication with team members to their own employee groups would be on-going. Employees would have complete confidence in the final work product. The work would begin the first week of February 2026 (if approved by Council) and be completed by the last day of June. This is a five-month timeline with many additional regular hours into the project. This gives ample time for job description interviews, gathering of

public information such as job titles, salary information, market trends, and proper data analysis. It also coincides with the start of budget discussions.

Included in the final work product shall be a strategic 5-year financial plan on any proposal that calls for an upward market adjustment in wages.

\*Council will have final say every budget year as to what adjustments can feasibly be made.

# Compensation & Classification Study

General Services | Public Works  
January 12, 2026



1

## Decision Point

Should Council approve the Professional Services Agreement between the City of Coeur d'Alene and BestDay HR, for a city-wide classification and compensation study?



2

2

# History



## Previous Studies

- Last class/comp study approved by Council was in 2017
- Prior studies were completed in 2012 & 2002



## Previous consultants used for class/comp study and individual position review/leveling

- BDPA (2001 - 2019)
- Ameriben (2019 – 2024)
- BestDay HR (2025 - current)



## Individual review of classifications is not sustainable

- 22 pay grades on general employee pay plan
- Approximately 100 classifications
- Compression issues and leveling

3

3

# Project Overview



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4



## At Project Completion

Report	Leveling	Comparisons	Q & A	Timeframe	Implementation
A final report with key findings and recommendations	Updated Kinds & Levels chart	Rationale for job matches & recommended pay structures	Be available to present findings and answer questions	Approximate 3-month timeline	Propose implementation strategies

5

5

## Financial



### Cost of Study

- Approximately \$55,000
- Additional work outside scope of contract is standard hourly rate \$185



### Budget

- FY 2026 \$30,000
- Additional amount will come from professional services, HR savings, and fund balance



### Analysis

- The City will benefit from doing a city-wide study addressing
  - changes in job descriptions
  - evaluating market data
  - analyzing wage and grade adjustments
  - ensuring proper leveling
  - reviewing FLSA exemption status
- BestDay HR for ongoing consultant services
- Evaluate internal/external equity which directly relates to the City's ability to attract and retain qualified employees

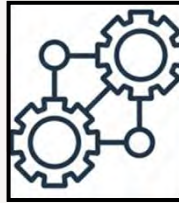
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## Communication



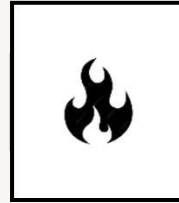
Executive Team



LCEA



Police  
Association



Fire  
Local No. 710

- ✔ The class/comp study has been discussed in ET as well as with all three employee groups
- ✔ Department Heads will be involved with providing information and sharing updates to staff
- ✔ Committee that will include a member from each employee group
  - ✔ disseminate information
  - ✔ provide feedback from departments
  - ✔ address questions

7

7

## Decision

Council should approve the Professional Services Agreement between the City of Coeur d'Alene and BestDay HR, for a city-wide classification and compensation study.



8

8



RESOLUTION NO. 26-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BESTDAYHR FOR CITYWIDE CLASSIFICATION AND COMPENSATION STUDY.

WHEREAS, the Human Resources Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with BestDayHR for a Citywide classification and compensation study 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 for a Citywide classification and compensation study with BestDayHR, 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 20<sup>th</sup> 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 EVANS Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GABRIEL Voted

was absent. Motion .



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), made this \_\_\_\_\_ ("Effective Date"), is by and between City of Coeur d'Alene Idaho and its affiliates ("Organization") and BestDayHR ("Consultant").

Now, therefore, it is agreed as follows:

- 1) Scope of Work. The Organization agrees to compensate Consultant for services rendered as follows:
  - *See details of scope of work as proposed in Attachment A*
- 2) Effective Date and Duration. The term of this Agreement shall commence upon this agreement Effective Date and conclude on or before \_\_\_\_\_ (Conclusion Date). Consultant shall commence performance only upon receipt of a signed and fully executed contract from the Organization.
- 3) Limitation on Scope of Services. Consultant is not legal counsel and will not render legal advice to the Organization regarding hiring, discipline, or termination decisions. Consultant will provide recommendations regarding certain matters, but, ultimately, the Organization renders the final decision and is solely responsible for its decisions regarding its employees. It is expressly agreed that the Organization will look to its regular legal counsel for such services as well as for advice with respect to issues that may arise related to its employees or workplace situations that may trigger legal liability. It is expressly agreed that Consultant is not a joint employer with the Organization related to its employees, independent contractors, agents, or any other entity or individual in which the Organization has a relationship.
- 4) Confidentiality. The Parties recognize that Consultant may be privy to confidential information regarding the Organization's employees, processes, applicants, or other information. Consultant and its employees/partners shall keep such information confidential and will not make any disclosure to any third parties without the advance express written permission from the Organization.
- 5) Mutual Cooperation. Consultant will perform the services called for under this Agreement and the Organization will cooperate with Consultant to the extent necessary to complete the services described in this Agreement and timely make any payments required by this Agreement.
- 6) Independent Contractor. In all matters pertaining to this Agreement, Consultant shall be acting as an independent contractor, and neither Consultant nor any officer, employee, or agent of Consultant will be deemed an employee of the Organization. The parties agree Consultant is not subject to the supervision and control of the Organization, nor is Consultant carrying out the regular business of the Organization. Each of the parties will be solely and entirely responsible for its own acts and/or the acts of its employees or agents.
- 7) Non-Competition. The Organization agrees not to perform any work, offer any services, or solicit business from any BestDayHR customer which is similar in nature to the scope of work or services provided under this Agreement, without the express written authorization from an authorized agent of BestDayHR.
- 8) A BestDayHR Customer. A customer is defined as any individual, organization, group that BestDayHR has provided either paid or unpaid services, products or software to.
- 9) Ownership and Publication of Materials. Customer is a public entity governed by the laws of the state of Idaho and the Idaho Public Records Act. All data, reports, drawings, specifications, record drawings, work-product, and other deliverables (whether in printed or electronic format) provided by or furnished by Consultant pursuant to the Agreement (the "Documents") are instruments of service.



Notwithstanding the foregoing, upon completion of the project or termination of the Services and payment of all monies due the Consultant, Consultant hereby grants to Organization an unlimited license to utilize all Documents provided to Client as part of the Services to the extent necessary for the purpose(s) upon which Services were rendered. Client may also make and retain copies of Documents for information and reference in connection with use by Client and others. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant, its officers, directors, employees, agents, or Consultants.

- 10) Compensation. The Organization agrees to pay Consultant for services rendered in accordance with Attachment A. For Services provided outside of services in Attachment A, Organization will be charged at Consultant's current standard hourly rate of \$185.
- 11) Expenses. The Organization will be responsible for any costs associated with this engagement, such as reasonable and necessary travel expenses, consumables, materials costs, incurred fees, etc. Before any expenses are incurred the Organization must approve the expenditure. As such expenses are required to fulfill Consultant's responsibilities under this Agreement, Consultant will invoice the Organization and provide receipts to support all expenditures in a form acceptable to the Organization for these reimbursable expenses. The Organization also agrees that Consultant will charge the Organization at a standard hourly rate for required travel. The travel charge shall be billed by the Consultant, acting as a single entity at the rate of \$185 per hour and not by multiple individual employees, agents, or representatives of the Consultant.
- 12) Method of Payment. Consultant will invoice the Organization monthly for services rendered during that month – payable within 30 days if invoice is submitted by the 10th of the month.
- 13) Indemnification. The Consultant agrees that the Organization may not indemnify, defend, or hold Consultant harmless from and losses and claims that may result because of the activity of the Organization or the Organization's agents and/or employees. Idaho Code §50-218 specifically limits the Organization's ability to provide such indemnification or defense. As such, The Consultant understands and agrees that any claims or loss it may experience because of any act of the Organization or its agents and/or employees may be pursued under the Idaho Tort Claims Act.
- 14) Dispute Resolution. If the Organization becomes dissatisfied with Consultant's charges or services, it will immediately bring its concern to Consultant's attention so that the parties can attempt to resolve it in good faith. The Consultant agrees that any proposed resolution may be accepted or denied at the Organization's sole discretion. In the event that the parties are unable to reach a good faith resolution, either party may terminate this agreement pursuant to section 19. The Consultant agrees to hold the Organization harmless from any loss or expense incurred after the date of such termination.
- 15) Authority. The undersigned parties warrant and represent that (a) they have the right and power to enter into this Agreement and to perform all of its obligations hereunder, and (b) this Agreement, when executed and delivered by the party, will be a legal, valid and binding obligation enforceable in accordance with its terms.
- 16) Compliance with Laws. In performing the scope of services required hereunder, both parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
- 17) Certifications.
  - a) 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 contract be owned or operated by the government of People's Republic of China.

- b) Pursuant to Idaho Code § 18-8703, the 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.
  - c) Pursuant to Idaho Code § 67-2346, the CONSULTANT certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.
  - d) Pursuant to Idaho Code § 67-2347A, the CONSULTANT certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.
- 18) Non-discrimination. Consultant and the Organization agree that no part of this Agreement shall be performed in a manner which illegally discriminates against any person on the basis of race, sex, color, national origin, religion, age, mental or physical disability, or any other protected class.
- 19) Changes. The Organization may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes which are mutually agreed upon in writing by the parties shall be incorporated in written amendments to this Agreement.
- 20) Termination. Both the Organization and Consultant have the right to terminate this Agreement for any reason by giving at least fifteen (15) days’ notice in writing to the other party. Provided, however, any withdrawal must be legally permissible. Notwithstanding termination of Consultant’s services, the Organization remains obligated to pay for all services provided and to reimburse all of the reasonable expenses paid or incurred by Consultant prior to the date of such termination.
- 21) Files and Documentation. During this engagement, Consultant will provide all relevant documentation to the Organization in Consultant’s proprietary software and provide the Organization with log-in access. Upon completion of this engagement, Consultant shall provide to the Organization documents gathered related to this engagement. Once received by the Organization, Consultant is not responsible for the maintenance of any such documentation or files and will not maintain those files.
- 22) Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
- 23) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho.
- 24) Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

In witness thereof, the Organization and Consultant have executed this Agreement as of the date first above written.

*ORGANIZATION*

*CONSULTANT*

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*Signature*

---

*Signature*

---

*Printed Name*

---

*Printed Name*

---

*Title*

---

*Title*

---

*Date*

---

*Date*

**ATTACHMENT A**  
**(attached original proposal)**



# **BD BestDay<sup>HR</sup>**

# **HUMAN RESOURCES ASSESSMENT**

COMPENSATION AND CLASSIFICATION  
STUDY PROPOSAL

CITY OF COEUR D'ALENE

**May 2025**  
Resolution No. 26-006

Exhibit "1"

*We exist to unleash every person's worth by fueling their spark so they can have their **BestDay**.*

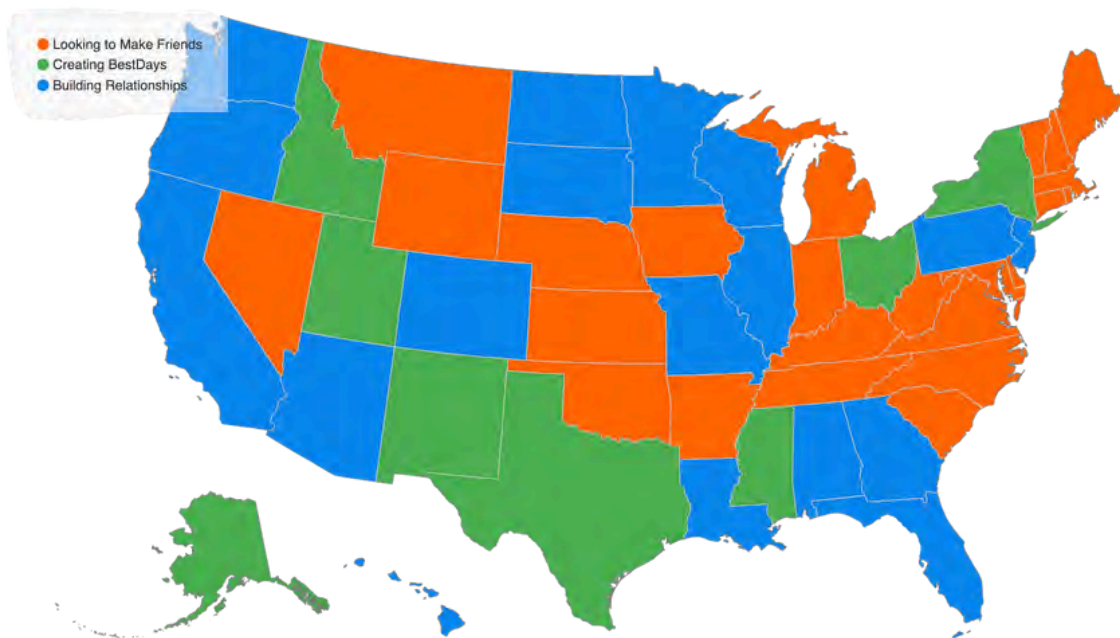
# AN INTRODUCTION



BestDayHR is a Boise-based consulting and software firm with more than a decade of experience supporting organizations across the country. We specialize in job classification, compensation benchmarking, compliance, employee relations, culture development, and leadership training.

We also offer effective and reasonably priced HR software tools that provide an employee portal, service desk, case management, electronic files, job descriptions, document workflows, personnel reviews, and more.

Our goal is to help organizations create clear, modern, and effective HR systems. We combine long experience with deep technical knowledge and practical tools to deliver results you can implement right away.





# PROJECT OVERVIEW

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The City of Coeur d'Alene is launching a comprehensive Compensation and Classification Study for internal stakeholders, including HR staff and city leadership. This project will evaluate and update the City's existing compensation framework, which was last revised in 2017. A well-structured compensation system is essential for public-sector organizations to attract, retain, and motivate high-performing employees.

This study will reinforce transparency, promote internal equity, and support alignment across departments. It also comes at a crucial time, as the City faces ongoing recruitment challenges and develops long-term workforce strategies.

## **The study will:**

- Promote internal equity through consistent evaluation and classification of all positions
- Implement a defensible Kinds & Levels framework that supports role clarity and career progression
- Benchmark compensation against peer municipalities and relevant private-sector data

By improving operational clarity and supporting strategic decision-making, this study will help the City manage job structures and compensation more effectively, identify and address pay compression, and bring greater consistency to workforce planning.



# SCOPE OF WORK

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To begin, BestDayHR will request and analyze the City's current compensation data for all active positions. This dataset—provided at the outset—will serve as the foundation for market comparisons and internal equity analysis. Work will proceed in the following phases:

## 1. Project Planning & Kickoff

- Confirm the full job list and peer comparison group (12 cities)
- Establish the project timeline, milestones, and communication plan
- Define success metrics aligned with the City's goals
- Assign project liaisons and clarify team roles
- Review union considerations and future implications

## 2. Job Data Collection

- Review job descriptions for approximately 100 roles
- Follow up on outdated or inconsistent job descriptions
- Consolidate all role data into a structured system for analysis

## 3. Public Records Request (12 Peer Cities)

- Submit consistent public records requests to the 12 peer cities
- Request job titles, descriptions, salary ranges, and related practices
- Track and follow up on responses
- Organize data for role and pay comparison

## 4. Data Cleaning & Role Matching

- Standardize peer city data formats
- Match internal roles to external equivalents based on scope and content
- Document rationale and any limitations
- Develop a crosswalk between internal and external job structures

# SCOPE OF WORK CONTINUED

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## 5. Private Sector Benchmarking

- Use reliable salary survey data for roles with private-sector competition
- Adjust for geography and cost-of-living differences
- Aim for five valid market data points per role, when possible
- Identify outliers and recommend adjustments

## 6. Kinds & Levels Job Evaluation

- Use a structured methodology to evaluate complexity, decision-making, supervision, and impact
- Align roles to the City's grade structure and suggest refinements
- Provide rationale to support consistent use going forward

## 7. Internal Equity & Pay Compression Analysis

- Analyze salary alignment within the proposed structure
- Identify compression or grade misalignment issues
- Recommend targeted salary or grade adjustments
- Present findings using clear visuals for review

## 8. FLSA Classification Review (*Optional*)

- Review FLSA exemption status for all salaried positions
- Evaluate roles against federal salary and duties tests
- Identify at-risk classifications and suggest corrections
- Provide supporting compliance documentation

## 9. Final Report & Deliverables

- Prepare a comprehensive report with key findings and recommendations
- Deliver an updated Kinds & Levels chart and revised salary ranges
- Include rationale for job matches and recommended pay structures
- Present findings and answer questions from City leadership and stakeholders

# TIMELINE

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This project will take approximately 12 to 14 weeks, depending on data availability and feedback timing. The schedule may be adjusted based on project scope or external response time.

Weeks	Milestones
1 - 2	Kickoff, job description validation, data requests, peer outreach.
3 - 6	Peer city data collection, internal role review, job alignment.
7 - 8	Finalize job matching, integrate private-sector benchmarking.
9 - 10	Kinds & Levels evaluation, internal equity and compression review.
11 - 12	Draft and revise final report, conduct optional FLSA review.
13 - 14	Finalize report, deliver presentations, close project.



# COST OF SERVICES AND FEE STRUCTURE

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The following section outlines the estimated time and cost to complete the Compensation and Classification Study. BestDayHR has structured this project to be comprehensive yet efficient, with clear deliverables aligned to each phase. The proposed fee reflects the depth of analysis, level of customization, and collaborative engagement required to meet the City's objectives.

Task	Estimated Hours	Cost Estimate
Project Planning & Kickoff	6 - 8 hours	\$1,110–\$1,480
Job Description Review	15–20 hours	\$2,775–\$3,700
Public Records Request	15–20 hours	\$2,775–\$3,700
Data Cleaning & Normalization	30 - 40 hours	\$5,550–\$7,400
Job Matching & Analysis	80 hours (capped)	\$14,800
Private Sector Data Supplementation	30 - 40 hours	\$5,550–\$7,400
Kinds & Levels Evaluation	40 - 60 hours	\$7,400–\$11,100
Internal Equity & Compression	12 - 16 hours	\$2,220–\$3,700
FLSA Review (Optional)	10 - 14 hours	\$1,850–\$3,590
Final Report & Presentation	16 - 20 hours	\$2,960–\$3,700
Meetings & Project Management	12 - 14 hours	\$2,220–\$2,590

## Total Proposal Costs

- Total Estimated Hours: 286–362
- Project Fee: \$55,000

# SCOPE MANAGEMENT & ASSUMPTIONS

## This proposal assumes:

- All current job descriptions and organizational materials will be provided at project start
- Peer city data will be accessible through public records
- Feedback will be provided in a timely manner

## Clarifications on Scope:

- This study focuses exclusively on base salary and hourly pay. It does not include benefits, bonuses, or total compensation analysis.
- Additional needs—such as new roles or expanded scope—can be accommodated. Any such work will be scoped and billed separately at \$185/hour, with mutual agreement.



"A fair and transparent compensation system is one of the strongest signals an organization can send about what—and who—it values."

- SHRM Foundation



City of Coeur d'Alene  
710 E. Mullan Ave  
Coeur d'Alene, ID 83814  
Phone: 208.769.2300

May 5, 2025

Re: Compensation and Classification Study Proposal

We are pleased to partner with the City of Coeur d'Alene to deliver a Compensation and Classification Study that is clear, useful, and easy to put into action. Our team will work closely with City staff to ensure timely delivery and alignment with your goals.

We are committed to providing thoughtful analysis, excellent service, and deliverables that reflect a collaborative spirit. Most importantly, we aim to give you tools and insights that support a strong and successful workforce for years to come.

Warmly,



**David Jeppson**, Co-Founder  
djeppson@bestdayhr.com  
208.572.7535  
www.bestdayhr.com



# Thank You



At BestDayHR, we're on a mission to unleash every person's worth by fueling their spark so they can have their ***BestDay***.

Maybe, like us, you've had those tough days at work that make you dread going in the next day. Those meetings seem to go nowhere, where you talk about numbers and plans, but everything stays the same. Or maybe you've experienced the disappointment of missed opportunities or the frustration of office politics. We've been there.

But perhaps, like us, you've also had those fantastic days at work—the ones where you're part of a passionate and driven team, the work feels meaningful, and you're fully engaged. You leave those days feeling energized and excited for what's next. We've been there, too.

We believe life is precious and want to make the most of our time here. Having worked in human resources, we've seen firsthand how work can impact our lives—for better or for worse.

We want everyone to have their best day at work. When work is fulfilling and rewarding, it has a positive ripple effect on every aspect of our lives.

When you thrive, it gives us our ***BestDay!***

# Check in with our clients...

BestDayHR is pleased to provide references that reflect our deep experience and proven success in supporting municipal organizations with tailored HR solutions. The clients listed represent a range of sectors and project scopes, offering meaningful insight into the effectiveness of our work.

Each reference is prepared to speak to their experience with BestDayHR, with specific awareness of the aspects most relevant to the City of Coeur d'Alene's needs. They can provide detailed perspectives on implementation, outcomes, and the long-term impact of our partnership

## City of Ketchum

Jade Riley - City Administrator  
208.727.5084  
jriley@ketchum.org

## Idaho National Laboratory

Pamela Stone - Internal Auditor  
208.526.3896  
pamela.stone@inl.gov

## College of Western Idaho

Ken Kline - Vice President and CFO  
208.562.3146  
kenkline@cwidi.edu

## Department of Health and Welfare

Rhonda House - Project Lead  
208.334.5874  
rhonda.house@dhw.idaho.gov

## Teton County

Dan Reyes - County Administrator  
208.354.8775  
dreyes@co.teton.id.us

## City of Driggs

Amber Pence - County Administrator  
208.354.2362  
apence@driggsidaho.org

## Utah Tech University

Hazel Sainsbury - Director of Equity Compliance  
435.652.7747  
hazel.sainsbury@utahtech.edu

**CITY COUNCIL  
STAFF REPORT**

DATE: *January 20, 2026*

FROM: *Mike Anderson, Wastewater Director*

SUBJECT: *Professional Services Agreement w/JUB Engineering for 2025/2026 Wastewater Collection System Capital Improvement Projects*

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**DECISION POINT:** Should Council approve an agreement with J-U-B Engineers, Inc., for professional engineering services for the 2025/2026 Wastewater Collection System Capital Improvement Projects at a cost of \$319,800?

**HISTORY:** Each year, the Wastewater Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City's aging sewer collection infrastructure. At the top of this year's list are upgrades to the Mill River Sewer Pump Station which were designed last year. This project will rebuild and upgrade an existing aging pump station to handle current and future flows in this basin.

In 2025, pursuant to Idaho Code § 67-2320, the Wastewater Utility solicited firms for ongoing Professional Engineering Services through the request for qualifications process. J-U-B Engineers, Inc. was selected from the list of providers. Based on qualifications and demonstrated competence, the Wastewater Utility has determined that J-U-B Engineers, Inc. is best qualified to provide these services. Therefore, it is proposed that a contract be awarded to J-U-B for the 2025/2026 Wastewater Collection System Capital Improvements Projects.

**FINANCIAL ANALYSIS:** The following table summarizes this year's Capital Improvement Projects cost broken down by tasks:

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Time and Materials (Estimated Amount Shown)	\$15,600	Concurrent with work progress
100	Trenchless Rehabilitation Project	<i>Reserved</i>	--	--
200	Open Trench Project	<i>Reserved</i>	--	--
300	Inflow and Infiltration Reduction	<i>Reserved</i>	--	--

400	Capital Improvement Projects - C.9 Mill River Lift Station CMS	Time and Materials (Estimated Amount Shown)	\$254,200	Concurrent with work progress
500	Management Reserve	Time and Materials (Estimated Amount Shown)	\$50,000	As mutually agreed to by CLIENT and J-U-B
600	GIS services	<i>Reserved</i>	--	--
700	Master Plan Updates	<i>Reserved</i>	--	--
999	Water Department Design/CMS	<i>Reserved</i>	--	--
<b>Total:</b>			<b>\$319,800</b>	

The Management Reserve is limited to additional work within or directly related to the approved scope and has historically been used for minor scope extensions or related support tasks.

The Wastewater Department has budgeted \$900,000 for FY 25/26 Collection System Capital Improvement Projects. Last year, the Department underspent its budget for these projects by \$315,000. A budget amendment may come forward for this year's projects, however, it is anticipated that the FY 24/25 surplus will cover any amounts exceeding the FY 25/26 approved budget.

**PERFORMANCE ANALYSIS:** The Mill River Lift Station project reflects a carefully phased approach to infrastructure development. When the station was first installed, building to the final anticipated capacity would have been inefficient. This planned upgrade will accommodate current and future flows as the area reaches full build-out. These improvements will enhance system reliability, address capacity constraints, and support future growth while minimizing costly disruptions or emergency repairs.

**DECISION POINT/RECOMMENDATION:** The council should approve an agreement with J-U-B Engineers, Inc., for professional engineering services for tasks associated with 2025/2026 Wastewater Collection System Capital Improvement Projects at a cost of \$319,800.00



1

# **2025-2026 Wastewater Collection System Professional Services Agreement J-U-B Engineers**

**City of Coeur d'Alene Wastewater Department  
Mike Anderson, Wastewater Director  
January 20, 2026**



2



## Decision Before Council

- Approve a professional services agreement with J-U-B Engineers, Inc.
- FY 2025/2026 Wastewater Collection System CIP
- **Total contract amount: \$319,800**
- J-U-B was selected through a 2025 RFQ as the most qualified firm for Collection System engineering services, consistent with Idaho Code § 67-2320



3

## FY 25/26 Capital Focus Mill River Lift Station: Planned Build Out

- Original lift station sized for early-phase development
  - Full build-out capacity at initial construction would have been inefficient
- A Mill River surcharge was established for new connections
  - Surcharge revenue was intended to fund a future capacity upgrade



4

# Mill River Lift Station Upgrade



5

## Contract Cost Breakdown

Category	Amount
Project Management	\$15,600
Mill River Lift Station (CMS)	\$254,200
Management Reserve	\$50,000
<b>Total</b>	<b>\$319,800</b>



6

# Fiscal Impact

- FY 25/26 Collection System CIP budget: \$900,000
- FY 24/25 underspent by \$315,000
- Any overages anticipated to be covered by 24/25 surplus
- Mill River Surcharge Funds: \$419,000



7

# Recommendation

Approve the professional services agreement with J-U-B Engineers for tasks associated with 25/26 Wastewater Collection System CIP for \$319,800



8

# Questions?



RESOLUTION NO. 26-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., FOR THE 2025 - 2026 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS IN THE AMOUNT OF \$319,800.00.

WHEREAS, the Wastewater Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with J-U-B Engineers, Inc., for the 2025 - 2026 Wastewater Collection System Capital Improvement Projects in the amount of Three Hundred Nineteen Thousand Eight Hundred and No/100 Dollars (\$319,800.00), 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 for the 2025 - 2026 Wastewater Collection System Capital Improvement Projects with J-U-B Engineers, Inc., 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 20<sup>th</sup> 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 ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER SHECKLER Voted

was absent. Motion .



**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**2025/2026 WASTEWATER COLLECTION SYSTEM**  
**CAPITAL IMPROVEMENT PROJECTS**

THIS Professional Services Agreement is made and entered into this 20<sup>th</sup> 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 J-U-B Engineers, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 2760 W. Excursion Ln, STE 400, Meridian, Idaho 83642, hereinafter referred to as the "**CONSULTANT**."

W I T N E S S E T H:

WHEREAS, in compliance with State law and the **CITY**'s policies, the **CONSULTANT** has been selected to perform professional services on the basis of qualifications and demonstrated competence; and

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

WHEREAS, the **CONSULTANT** and the **CITY** have reached this Agreement for the 2025/2026 Wastewater Collection System Capital Improvement Projects, hereinafter referred to as the "Work," according to the Project Documents on file in the office of the City Clerk of the **CITY**, which Project Documents are incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, the **CONSULTANT** shall complete the Work, furnishing all services therefor according to the Project Documents. 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 the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A."

B. The **CONSULTANT** shall perform all the necessary ancillary services respecting the tasks set forth in the Scope of Services.

### 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 employees, including the employees of subcontractors, during the term of this Contract as required by Title 72, Idaho Code. In addition to a certificate of insurance, 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 on or before December 31, 2026. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

### SECTION 5. COMPENSATION.

A. Subject to the provisions of this Agreement, the **CITY** shall pay the **CONSULTANT** a sum not to exceed, \$319,800.00 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 10<sup>th</sup> 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 acceptance by the City Council.

**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. Consultant may terminate the Agreement due to City's material breach of contract with seven (7) days written notice, unless breach is cured within the notice period. **CONSULTANT** may terminate this Agreement due to **CITY**'s material breach with seven (7) days written notice, unless the 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, Exhibit "A," to be performed under this Agreement. 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.**

A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising;

layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The **CONSULTANT** agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The **CONSULTANT** shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the **CITY** may require.

C. The **CONSULTANT** shall comply, if applicable, with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement. In addition, the **CONSULTANT** shall comply with the requirements of Chapter 9.56, Coeur d'Alene Municipal Code.

D. 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, including procurement of materials and leases of equipment. The **CONSULTANT** shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Chapter 9.56, Coeur d'Alene Municipal Code.

E. In all solicitations either by competitive bidding or negotiations made by the **CONSULTANT** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the **CONSULTANT** of the **CONSULTANT**'s obligations under this Agreement and the Regulations and Municipal Code relative to non-discrimination on the grounds of race, color, sexual orientation and/or gender identity/expression, national origin, sexual orientation, and/or gender identity/expression.

F. The **CONSULTANT** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the **CITY** or

the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **CONSULTANT** is in the exclusive possession of another who fails or refuses to furnish this information, the **CONSULTANT** shall certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

G. In the event of the **CONSULTANT**'s non-compliance with the non-discrimination provisions of this Agreement, the **CITY** shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

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

The **CONSULTANT** shall include the provisions of paragraphs (C) through (G) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **CONSULTANT** shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the **CONSULTANT** becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the **CONSULTANT** may request ITD enter into such litigation to protect the interests of the state and, in addition, the **CONSULTANT** may request the USDOT enter into such litigation to protect the interests of the United States.

SECTION 11. ANTI-ISRAEL BOYCOTT CERTIFICATION. Pursuant to Idaho Code § 67-2346, the **CONSULTANT** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

SECTION 12. FIREARMS AND FOSSIL FUELS CERTIFICATION. Pursuant to Idaho Code § 67-2347A, the **CONSULTANT** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

SECTION 13. 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 contract be owned or operated by the government of the People's Republic of China.

SECTION 14. NO PUBLIC FUNDS FOR ABORTION CERTIFICATION. Pursuant to Idaho Code § 18-8703, the **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 15. ASSIGNABILITY.

A. The **CONSULTANT** shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the **CITY** thereto. Provided, however, that claims for money due or to become due to the **CONSULTANT** from the **CITY** under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the **CITY**.

B. The **CONSULTANT** shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the **CITY**.

SECTION 16. 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 17. 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 18. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The **CITY** shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under 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 therefrom.

SECTION 19. Audits and Inspection. The **CONSULTANT** shall provide access for the **CITY** and any duly authorized representatives to any books, documents, papers, and records of the **CONSULTANT** that are directly pertinent to this specific agreement for the purpose of making



audit, examination, excerpts, and transcriptions. The **CONSULTANT** shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

SECTION 20. 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 21. Non-Waiver. The failure of the **CITY** 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** thereafter to enforce each and every protection hereof.

SECTION 22. 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 23. 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 24. 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 25. Hold Harmless.

A. The **CONSULTANT** shall save, hold harmless, indemnify, and defend the **CITY**, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the **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 25(A).

B. The **CONSULTANT** shall, hold harmless, and indemnify the **CITY**, its officers, agents, and employees from and against damages or liability to the extent arising out of the

**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 25(B).

Neither party shall be liable to the other for indirect, consequential, or incidental damages that may result from this Agreement or related projects.

**SECTION 26. Notification.** Any notice under this Agreement may be served upon the **CONSULTANT** or the **CITY** by mail at the following addresses:

City of Coeur d'Alene  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83814  
Attn.:

J-U-B Engineers, Inc.  
745 W. Hanley Ave,  
Suite 301  
Coeur d'Alene, ID 83815  
Attn:

**SECTION 27. Standard of Performance and Insurance.**

A. 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 policy holder, prior to cancellation of the policy for any reason. In addition, the **CONSULTANT** shall promptly notify the **CITY** when the policy is canceled.

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

**CITY OF COEUR D'ALENE**

**J-U-B ENGINEERS, INC.**

\_\_\_\_\_  
Daniel K. Gookin, Mayor

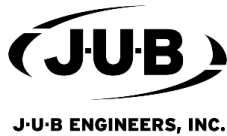
\_\_\_\_\_  
Cory R. Baune, P.E, Executive Vice President

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
Secretary



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

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** 2025/2026 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS

**CLIENT:** CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT

**J-U-B PROJECT NUMBER:** RP-25-

**CLIENT PROJECT NUMBER:** N/A

**ATTACHMENT TO:**

☒ **AGREEMENT DATED:** \_\_\_\_\_; or

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

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

**PART 1 - PROJECT UNDERSTANDING**

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

This scope of work is for engineering services for the City of Coeur d'Alene Wastewater Department's Collection System Projects resulting from the October 2025 Request for Proposals for Professional Engineering Services. The work includes engineering services for a variety of capital improvement rehabilitation and replacement projects identified in the Department's ongoing asset management program and the current Collection System Master Plan Update.

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

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

**A. Task 010: Project Management**

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
3. Regularly monitor project status, budget and schedule.
4. Attend 4 client meetings to report project status.
5. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
6. Provide a monthly invoice including budget status.
7. Provide ongoing document handling and filing.
8. Archive paper and electronic files and records.
9. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

**B. Task 100: TRENCHLESS REHABILITATION PROJECTS**

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2025, no work is anticipated for this task in FY2025/2026 and is not included in this scope of services.

If CLIENT identifies work under this task, it will be completed as an additional service.

**C. Task 200: OPEN TRENCH REPLACEMENT PROJECTS**

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2025, no work is anticipated for this task in FY2025/2026 and is not included in this scope of services.

If CLIENT identifies work under this task, it will be completed as an additional service.

**D. Task 300: INFLOW AND INFILTRATION REDUCTION**

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2025, no work is anticipated for this task in FY2025/2026 and is not included in this scope of services.

If CLIENT identifies work under this task, it will be completed as an additional service.

**E. Task 400: CAPITAL IMPROVMENT PROJECTS**

1. **Subtask 101:** C.9 Mill River Lift Station Upgrade – Bidding
  - a. For this task, J-U-B will:
    - i. Prepare a draft notice of advertisement for the project. CLIENT will advertise the project in its paper of record.
    - ii. Conduct one pre-bid meeting at CLIENT's office.
    - iii. Respond to bidders' questions during the bid phase and prepare and issue addenda as necessary to modify the drawings or specifications. Two addenda anticipated.
    - iv. Assist in bid opening, review bids as received, prepare a bid summary, review bids for responsiveness, and issue a recommendation to CLIENT regarding the responsiveness of the bids.
2. **Subtask 102:** C.9 Mill River Lift Station Upgrade – CMS
  - a. For this task, J-U-B will:
    - i. Prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by CLIENT, and assist in contract award.
    - ii. Coordinate and attend weekly construction meetings and prepare an agenda and list of construction items to be addressed.
    - iii. Perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment A.
3. Assumptions:
  - a. Construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
  - b. This scope does not include material testing and assumes that will be a requirement of the Contractor or Special Inspection firm.
  - c. CMS support through Substantial Completion: 160 calendar days
  - d. CMS support through Final Completion: 30 additional days
  - e. Pay Request – 8 total
  - f. Survey Mobilizations - 4 total
  - g. Construction management (CMS) for bi-weekly construction meetings assuming 4 months of active construction (8 total meetings)
  - h. Submittal review, 8 major submittals are anticipated.
  - i. Construction observation estimated at approximately 40 hours/week for 8-weeks of active pipeline and underground construction requiring observation.

- j. Construction observation estimated at approximately 20 hours/week for 12-weeks of above ground construction requiring observation.
  - k. Completion of Record Drawings.
  - l. Completion of O&M update.
4. Deliverables:
- a. J-U-B will provide an electronic copy of record drawings for CLIENTS records.
  - b. J-U-B will provide an electronic copy and one hard copy of updated O&M manual for CLIENTS RECORDS

#### **E Task 500: Management Reserve Fund**

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.
3. The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested and authorized by CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CLIENT. When authorized, the ENGINEER will:
  - a. Additional public meetings or outreach as requested by CLIENT.
  - b. Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
  - c. Evaluate, design, and support the CLIENT during construction activities for lateral rehabilitation or sewer main to lateral connection repair, or assist in the development of a lateral rehabilitation "pilot" program.
  - d. Prepare design criteria and calculations for a manhole rehabilitation coating system to provide structural rehabilitation.
  - e. Perform detailed manhole condition assessment, testing, and/or structural evaluation.
  - f. Prepare exhibits and descriptions for CLIENT's use in acquiring easements.
  - g. Provide additional construction administration services due to delays in construction as a result of contractor's activities, or as requested by CLIENT, which extend the construction phase beyond the timeframe assumed above.
  - h. Re-design or update the plans and specifications for bidding and construction.
  - i. Perform dye testing and related field work to identify if service laterals are active or inactive.
  - j. Review product substitution requests submitted by the Contractor.
  - k. Perform drawdown tests on existing lift station to quantify pump capacity.
  - l. Update CLIENT's geographical information system (GIS) database.
  - m. Update CLIENT's previously completed Master Plan Model to reflect conditions present through the date of the Agreement.
  - n. Procure the services of or coordinate with archaeologists to address archaeological findings within the PROJECT area.
  - o. Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils which may be encountered during construction.
  - p. Assist the CLIENT with procuring the services of a geotechnical engineer for investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during design or construction (other than as identified in the preceding tasks).
  - q. Extend the geotechnical evaluation area, conduct additional exploratory borings, provide preliminary shoring or trenching designs, and related tasks not enumerated in the preceding tasks.
  - r. Perform flow monitoring or smoke testing to supplement previously obtained data.
  - s. Assist with Point Repairs Design, Bidding, and Construction as requested by CLIENT.
  - t. Assist the CLIENT with project bidding, other than as identified in the preceding tasks.
  - u. Assist the CLIENT with bid protests and/or bid disputes.
  - v. Provide the CLIENT with construction warranty period support.



- w. Perform additional topographic survey and/or field investigation as necessary to verify utility locations.
- x. Assist the Client with void exploration and repair service for the M-interceptor. J-U-B will assist CLIENT with evaluating alternative methods to detect subsurface voids such as ground penetrating radar (GPR). CLIENT will procure services for void detection, as determined necessary by CLIENT. J-U-B will evaluate alternative soil stabilization methods and products and the suitability for repairing voids which may be detected. J-U-B will assist CLIENT with planning the implementation of soil stabilization services and will observe the activities. CLIENT will procure the services of a soil stabilization contractor, as determined appropriate by CLIENT.

**G. Task 600: GIS SERVICES**

- 1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2025, no work is anticipated for this task in FY2025/2026 and is not included in this scope of services.

If CLIENT identifies work under this task, it will be completed as an additional service.

**H. Task 700: MASTER PLAN UPDATE**

- 1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2025, no work is anticipated for this task in FY2025/2026 and is not included in this scope of services.

If CLIENT identifies work under this task, it will be completed as an additional service.

**I. Task 999: WATERLINE DESIGN/CMS CORDINATION**

- 1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2025, no work is anticipated for this task in FY2025/2026 and is not included in this scope of services.

If CLIENT identifies work under this task, it will be completed as an additional service.

**PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
  - 1. N/A
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
  - 1. N/A

**PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
  - 1. For Time and Materials fees:
    - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
    - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.

2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

**B. Period of Services**

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Time and Materials (Estimated Amount Shown)	\$15,600	Concurrent with work progress
100	Trenchless Rehabilitation Project	<i>Reserved</i>	--	--
200	Open Trench Project	<i>Reserved</i>	--	--
300	Inflow and Infiltration Reduction	<i>Reserved</i>	--	--
400	Capital Improvement Projects - C.9 Mill River Lift Station CMS	Time and Materials (Estimated Amount Shown)	\$254,200	Concurrent with work progress
500	Management Reserve	Time and Materials (Estimated Amount Shown)	\$50,000	As mutually agreed to by CLIENT and J-U-B
600	GIS services	<i>Reserved</i>	--	--
700	Master Plan Updates	<i>Reserved</i>	--	--
999	Water Department Design/CMS	<i>Reserved</i>	--	--
<b>Total:</b>			<b>\$319,800</b>	

## PART 5 - CERTIFICATIONS AND DELIVERABLES

- A. *Certification Concerning Boycott's: Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. Furthermore, J-U-B certifies that it will not, for the duration of this Agreement, engage in a boycott of goods and services from companies that engage in or support the following industries: fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy, agriculture, or firearms.*
- B. *Certification Concerning Abortion Providers: Pursuant to Idaho Code 18-87, J-U-B certifies that it is not currently an abortion provider and will not become one during the term of this Agreement.*
- C. *Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.*
- D. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- E. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, graphics, document editing, and etc. (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.
- E. For DESIGN REVIEW work specified in the Scope of Services, J-U-B is not in responsible charge of the design and our review effort is limited to the scope and fee agreed to by the CLIENT. To account for the benefits and risks associated with the DESIGN REVIEW elements of the Scope of Services, CLIENT agrees to limit J-U-B's liability for said DESIGN REVIEW services for any cause of action (in tort or contract) to \$25,000.00 or the fees associated with the DESIGN REVIEW services, whichever is less. This provision shall augment the Terms and Conditions of the Agreement between J-U-B and the CLIENT.

### Exhibit(s):

- Standard Exhibit A: Construction Phase Services

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*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Wastewater Collection

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Disposal (S04)
2. Municipal/Utility Engineering (203)

# EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE SUMMARY

## BASIS OF FEE ESTIMATE



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

J-U-B FAMILY OF COMPANIES

**Project Title, Client:** FY 2025/2026 Collection System Project, City of Coeur d'Alene

**Project Number:** RP-25-XXXXX

**Prepared By:** JPW

Task Number	Subtask Number	Task/Subtask Name	Total Compensation
<b>010</b>		<b>Project Management</b>	<b>\$15,600</b>
010	001	Admin	\$15,600
<b>100</b>		<b>Trenchless Rehabilitation Project</b>	<b>\$0</b>
100	001	Trenchless Rehabilitation Project	\$0
<b>200</b>		<b>Open Trench Project</b>	<b>\$0</b>
200	001	Open Trench Project	\$0
<b>300</b>		<b>Inflow and Infiltration Reduction</b>	<b>\$0</b>
300	001	Inflow and Infiltration Reduction	\$0
<b>400</b>		<b>Capital Improvement Projects</b>	<b>\$254,200</b>
400	101	C.9 Mill River Lift Station Upgrade - Bidding	\$15,300
400	102	C.9 Mill River Lift Station Upgrade - CMS	\$238,900
<b>500</b>		<b>Management Reserve Fund</b>	<b>\$50,000</b>
500	001	Management Reserve Fund	\$50,000
<b>600</b>		<b>GIS Services</b>	<b>\$0</b>
600	001	GIS Services	\$0
<b>700</b>		<b>Master Plan Update</b>	<b>\$0</b>
700	001	Master Plan Update	\$0
<b>999</b>		<b>Water Department Design/CMS Coordination</b>	<b>\$0</b>
999	001	Water Department Design/CMS Coordination	\$0
<b>TOTAL</b>			<b>\$319,800</b>



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

**Standard Exhibit A – Construction Phase Services**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

**CONSTRUCTION PHASE SERVICES**

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

*Construction Phase*

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | 1. <i>General Administration of the Contract Documents.</i> Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
| <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | 2. <i>Pre-Construction Conference.</i> Participate in a pre-construction conference.   |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes

☐ No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☒ Yes

☐ No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes

☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes

☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes

☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes

☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes

☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes

☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).



- ☒ Yes      10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☐ No
- 
- ☒ Yes      11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☐ No
- 
- ☒ Yes      12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☐ No
- 
- ☒ Yes      13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☐ No
- 
- ☒ Yes      14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ No
- 
- ☒ Yes      15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☐ No

*General Limitation of Responsibilities.* J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

## Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- ☒ Yes      1.    *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.  
☐ No
- ☒ Yes      2.    *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.  
☐ No
- ☒ Yes      3.    *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.  
☐ No
- ☒ Yes      4.    *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.  
☐ No
- ☒ Yes      5.    *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.  
☐ No
- ☐ Yes      6.    *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.  
☒ No
- ☒ Yes      7.    *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.  
☐ No
- ☒ Yes      8.    *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.  
☐ No
- ☒ Yes      9.    *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.  
☐ No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

## CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
  - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
  - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the Contract Documents are needed.
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
  - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
  - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

## CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

## INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



**CITY COUNCIL  
STAFF REPORT**

**DATE:** January 20, 2026  
**FROM:** Troy Tymesen  
**SUBJECT:** Harbor Center Sale

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**DECISION POINT:** Should the City enter into negotiations with the University of Idaho for the sale of Harbor Center, including both the land and the existing building, or just the sale of the building?

**HISTORY:** The City acquired Harbor Center in 1991 from Metropolitan Mortgage & Securities Co., Inc. At that time, several tenants leased space in the building and, after the purchase, continued to lease from the City for a time. In addition, some of the land surrounding the building was purchased by the Wastewater Utility Fund using rate payer fees for possible expansion of the Wastewater Treatment Plant in the future. The Wastewater Department has determined that it has no use for the building, but is opposed to selling any of the land. The Wastewater Department has just recently began work on an update to its facility plan which will determine reasonable expectations for growth and may include use of that property. The Parks Department also has concerns about the sale of the land because it has had conflicts with University over parking at this site for boat rentals and the trail that runs through the property, and the scope of the BLM Master Plan for that area.

The City's current tenant in the building is the University of Idaho, with the Coeur d'Alene Tribe as a subtenant. The initial Master Lease by which the City leased Harbor Center to the University, dated May 13, 2002, was very favorable to the University, with rent of only \$10.00 per year. The term of that initial lease was five (5) years. Paragraph 5.2 of the lease provided:

Landlord and Tenant agree to continue to negotiate in good faith to enter into an agreement, by which the Tenant may purchase the Leased Premises from the Landlord and the Landlord may convey the Leased Premises to the Tenant in approximately five years, at the expiration of this Lease. However, it is the intention of the Landlord to maintain the option of retaining ownership of that portion of the Leased Premises it deems necessary for expansion of its wastewater treatment plant, if any, after the term of this lease has expired.

An Amendment to Master Lease was effective June 1, 2007, by which the term of the lease was extended through June 30, 2010. At the same time, the provision regarding the negotiations for the sale of Harbor Center to the University was likewise extended for the duration of the new term. A Second Amendment to Master Lease was effective July 1, 2009, extending the term of the lease and the negotiation clause through June 30, 2013. Finally, a Third Amendment to Master Lease, effective July 1, 2013, extended the term through June 30, 2028. However, the negotiation clause was *not* included in this third amendment. For the first time, the rent was

changed. For the fifteen year term of the Third Amendment, the rent was a total of \$3,600.00, which comes to \$20.00 per month. This is far below the fair rental value and, over the years, the University has also been able to sublease a portion of the building for significant consideration.

The University has approached the City to request that negotiations commence for the sale of the Harbor Center building and land to the University of Idaho Coeur d'Alene. The University believes that its purchase of this property will solidify the Coeur d'Alene presence of Idaho's land-grant university. Moreover, the University believes the purchase will benefit the public by: (1) expanding educational pathways, particularly in collaboration with neighboring North Idaho College; (2) improving the ability to develop high-quality research and teaching programs that best meet the Coeur d'Alene region's workforce and innovation needs and concomitantly attract students, faculty, and staff; (3) increasing opportunities for intergovernmental and community partnerships; (4) creating a better-defined 'Vandal' space more welcoming to students and alumni; and (5) permitting increased and more strategic capital.

**FINANCIAL ANALYSIS:** The sale will bring an undetermined amount of one-time money into the City's general fund and, if land is sold with the building, the Wastewater Utility Fund. The proceeds from the sale of the land would be divided 75% to the Wastewater Utility Fund and 25% to the General Fund. The City will also no longer be required to maintain the building or the property. However, the City will be divesting itself of valuable riverfront property and the possibility of significant rental income.

**PERFORMANCE ANALYSIS:** While the building is not used by the City and no Department has indicated a need for space in the building, the land surrounding the Harbor Center building is used for parking by the public to access the Centennial Trail and some commercial docks for which the City receives annual income. The land is also an integral part of the Four Corners (BLM) Master Plan. Further, as noted, it may be needed for a potential future expansion of the Wastewater Treatment Plant which serves the entire City.

Idaho Code § 50-1403(4) provides: "When it is determined by the city council to be in the city's best interest that a transfer or conveyance be made, the city council may, by ordinance duly enacted, authorize the transfer or conveyance of any real property owned by such city to any tax supported governmental unit, with or without consideration." Thus, Council must determine if the sale of the property is in the best interests of the City and, if so, whether the sale should involve the building and all or a portion of the land. If the City retains the land, the City could enter into a lease with the University for that portion of the land needed for University operations while retaining that portion of the land needed for the benefit of the public.

**DECISION POINT/RECOMMENDATION:** Council should either direct the City to enter into negotiations with the University of Idaho for the sale of Harbor Center, including both the land and the existing building, or just the building, or, in the alternative, determine to continue to own the building and the land.





**University of Idaho**  
Coeur d'Alene

# HARBOR CENTER NEGOTIATION REQUEST

**DR. ANDREW R. FIELDS**  
CENTER EXECUTIVE OFFICER

JANUARY 20, 2026



# THE REQUEST

Authorize the Gookin administration to begin negotiations with the University of Idaho Coeur d'Alene for the sale of the Harbor Center and its underlying and certain adjacent lands.





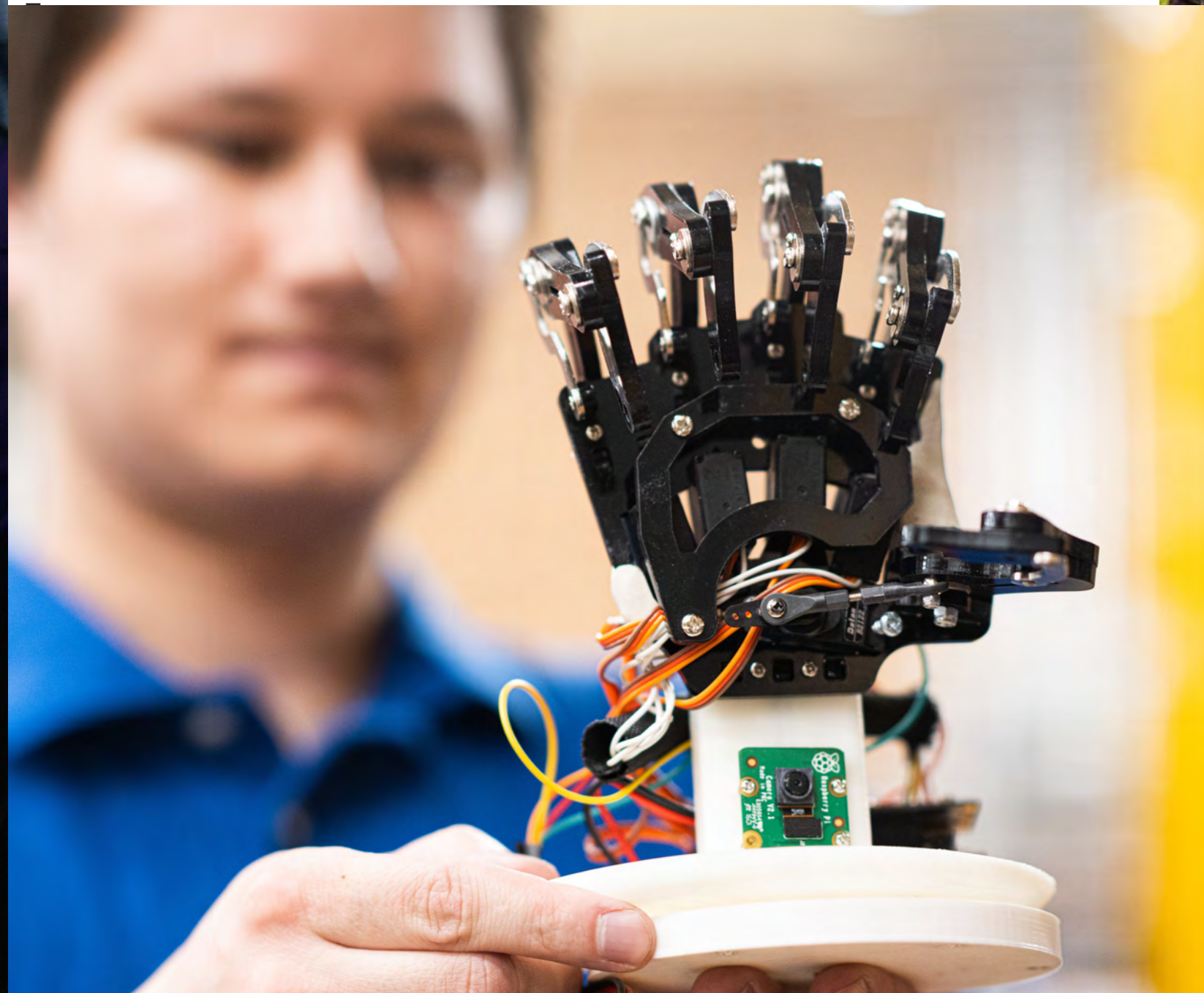
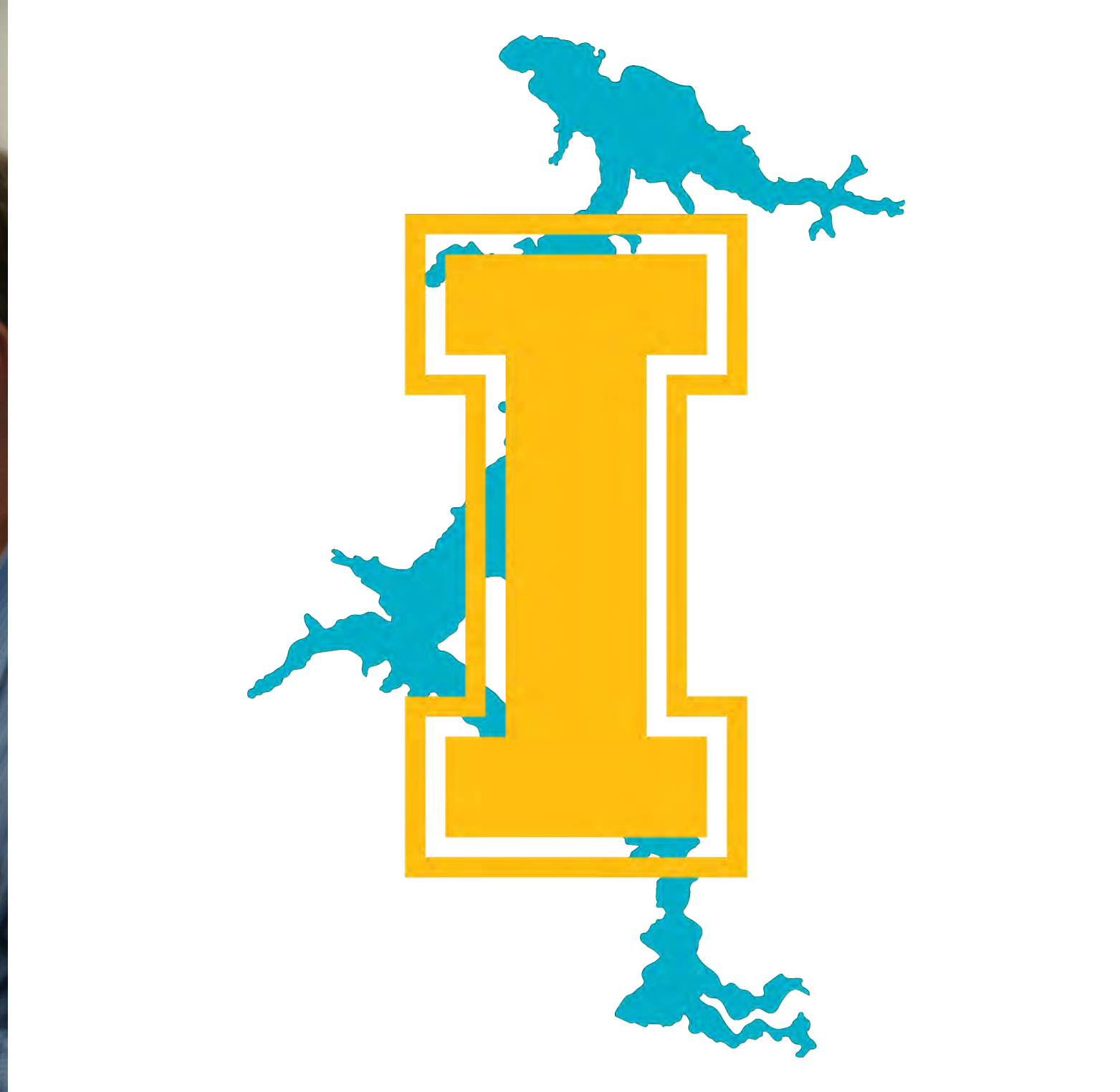


**Student research at the Harbor Center**

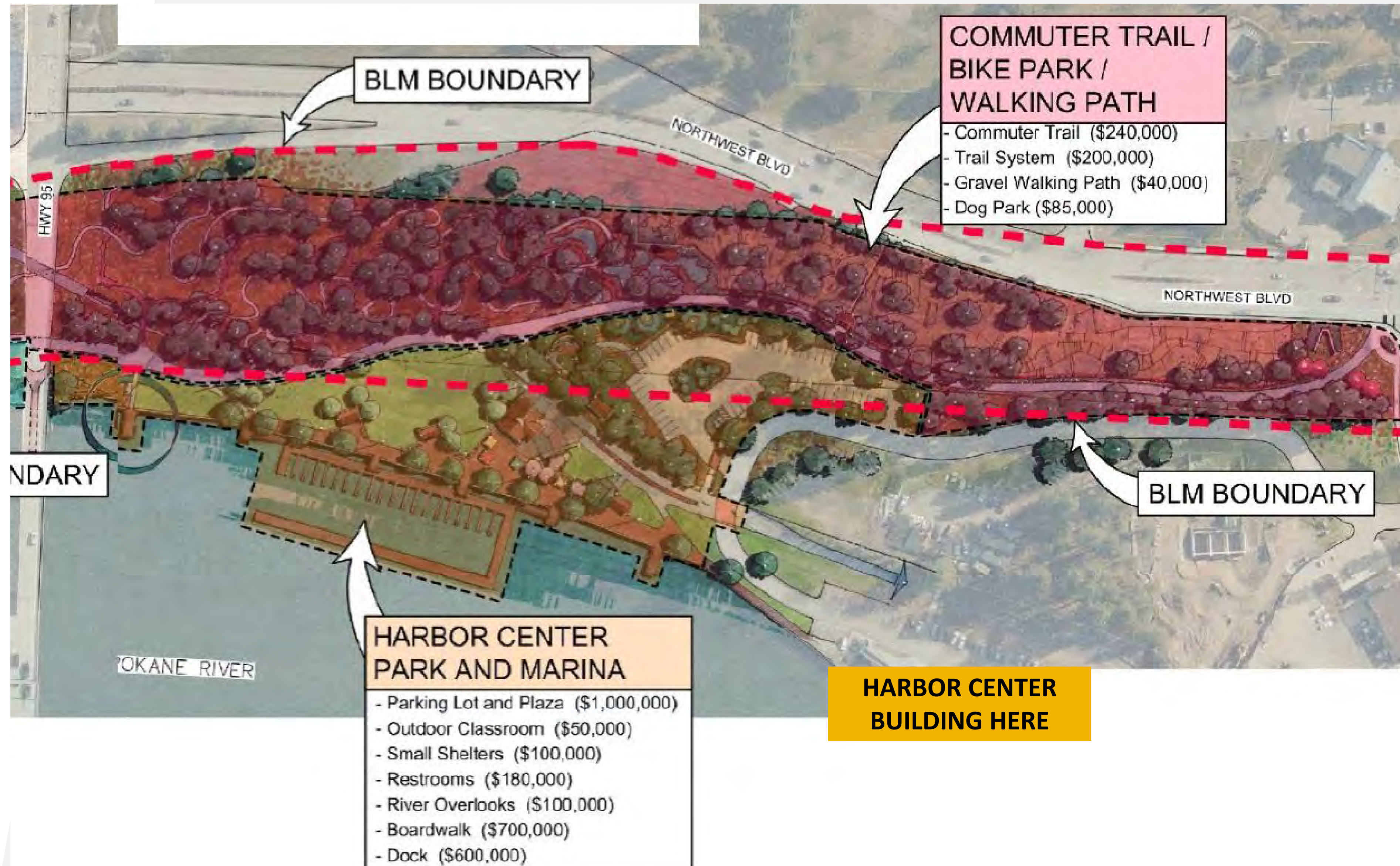


**Research boat-based education**











Coeur d'Alene City Council  
710 E Mullan Ave  
Coeur d'Alene, ID 83814

14 January 2026



**UNIVERSITY OF IDAHO  
COEUR D'ALENE**  
1031 N. Academic Way, Suite 242  
Coeur d'Alene, ID 83814  
208-667-2588  
208-664-1272 (Fax)  
cdactr@uidaho.edu  
uidaho.edu/cda

Subject: Harbor Center negotiation request

Dear Council President Evans and members of the City Council:

The University of Idaho Coeur d'Alene respectfully requests your consideration toward authorizing the Gookin administration to negotiate a sale of the Harbor Center building and land to U of I CDA.

Solidifying in Coeur d'Alene the presence of Idaho's land-grant university—the state's premier research institution, its only Carnegie R1 university (one of the top four percent in the nation)—will benefit the citizens we serve. It will:

- Open the door to expanded educational pathways, particularly in collaboration with neighboring North Idaho College;
- Improve the ability to develop high-quality research and teaching programs that best meet the Coeur d'Alene region's workforce and innovation needs and concomitantly attract students, faculty, and staff;
- Increase opportunities for intergovernmental and community partnerships;
- Allow for the creation a better-defined 'Vandal' space more welcoming to students and alumni, and;
- Permit increased and more strategic capital investment in the property, particularly from grants and the Idaho Permanent Building Fund.

Stewardship of public funds is a key driver of this request—investing Idahoans' taxpayer dollars into a State-owned facility would be a more fiscally responsible arrangement for a continued U of I presence in the Coeur d'Alene Education Corridor.

It is U of I CDA's understanding from the education and BLM corridor master plans, as well as the recent rezoning of the North Idaho College campus, that the Harbor Center and adjacent areas are intended for higher education and recreation uses into perpetuity. A sale to the university would therefore be consistent with the City's extant vision.

The University of Idaho Coeur d'Alene greatly appreciates its long-standing partnership with the City of Coeur d'Alene; it intends for this negotiation to be respectful and ultimately mutually beneficial.

Thank you for your consideration. I invite each of you to reach out if you have questions and/or if you would like to tour the Harbor Center.

Sincerely,

Dr. Andrew R. Fields  
CEO