

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

AMENDED 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 G - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

6:00 P.M.

September 19, 2017

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Chris Lauri, Anthem Friends Church

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATIONS:

1. TURKEYS AND MORE EVENT

**Presented by: Evelyn Adams (Committee Chair) and
Nicole Berns, Food Bank Manager**

2. "HERO AWARD" PRESENTATION TO HAILEY BONDS

Presented by: Bobby Gonder, Fire Inspector, Coeur d'Alene Fire Department

F. 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 September 5, 2017 Council Meeting.
2. Approval of General Services Committee and Public Works Committee Minutes of September 11, 2017
3. Approval of Bills as submitted and reviewed for accuracy by Finance Department
4. Approval of the Financial Report
5. Setting of Public Works and General Services Committee meetings for September 25, 2017 at 12:00 noon and 4:00 p.m. respectively
6. Setting of a public hearing for October 17, 2017 – O-5-17- modification to the Wireless Communications Ordinance: Municipal Code Sections 17.08.800-17.08.830

As Recommended by the Planning Department

7. Approval of Beer/Wine License for Badass Backyard Brewing, LLC, 317 E. Coeur d’Alene Ave, Suite C.

As Recommended by the City Clerk

8. Resolution No. 17-062

- a. Approval of S-3-12 - Coeur d’Alene Place 28th Addition, Final Plat, Maintenance Warranty Agreement, Acceptance of Security and Agreement to Perform Subdivision work

As recommended by the City Engineer

- b. Approval of Benefit Plan Changes and Renewals
- c. Approval of an Agreement with the Lake City Employees Association
- d. Approval of an extension to the Agreement with the Police Officers Association and Police Captains
- e. Approval of amendments to Personnel Rule XXV: Appointed Officers and Department Heads to provide for the observation of the December 24 holiday instead of the employee’s birthday; and Personnel Rule XXVI: FLSA Exempt Employees to clarify positions and holidays

As recommended by the General Services Committee

- f. Approval of Agreements and Grant Deed for Public Right-of-Way from Ironwood Professional Plaza Condominium Association, Inc. for the New Medina Street Intersection
- g. Approval of an agreement and Permanent Easement with Glacier NW Blvd-Seltice, LLC for Shared-Use Path at Seltice Way and Northwest Blvd.
- h. Rejection of bids for the Best Hill Booster Station.

As recommended by the Public Works Committee

G. 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.)

H. ANNOUNCEMENTS

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

I. PUBLIC WORKS

1. Accept the proposal of FCS Group for the 2018 Water Rate Study and authorize staff to negotiate a service contract.

Staff Report by: Terry Pickel, Water Superintendent

J. OTHER BUSINESS:

1. Council consideration for tree removal, through the public nuisance abatement process, of five dead trees within the right-of-way abutting 2772 Seltice Way.

Staff Report by: Katie Koskane, Urban Forestry Coordinator

K. PUBLIC HEARING: Amendment Ordinance for fiscal year 2016-2017 Appropriation Ordinance.

1. (Legislative) Amendment to fiscal year 2016-2017 appropriation Ordinance.
 - a. **Council Bill No. 17-1032** - Amendment to fiscal year 2016-2017 Appropriation

Staff Report by: Troy Tymesen, Finance Director

L. ADJOURNMENT

This meeting is aired live on CDA TV Cable Channel 19 (Charter Cable)



Coeur d'Alene

CITY COUNCIL MEETING

September 19, 2017

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

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

September 5, 2017

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, September 5, 2017 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan Gookin) Members of Council Present
Kiki Miller)
Dan English)
Amy Evans)
Loren Ron Edinger)
Woody McEvers)

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

INVOCATION: Pastor Mike Slothower with River of Life Friends Church provided the invocation.

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

PROCLAMATION DECLARING SEPTEMBER 2017 AS "LIBRARY CELEBRATION MONTH"- Mayor Widmyer proclaimed September, 2017 as "Library Celebration Month" as it has been 10 years since the construction and grand opening of the Library at its current location. Library Director Bette Ammon accepted the proclamation and noted that the Library will be hosting a community celebration on September 10, 2017 that will include games and entertainment throughout the day.

CONSENT CALENDAR: Motion by McEvers, second by Edinger to approve the consent calendar.

1. Approval of Council Minutes for the August 15, 2017 Council Meeting.
2. Approval of Bills as submitted and reviewed for accuracy by Finance Department
3. Setting of Public Works and General Services Committee meetings for September 11, 2017 at 12:00 noon and 4:00 p.m. respectively
4. 20' Utility Easement located within Orchard Lands 1st Addition
5. Recommended by the City Engineer
6. **Resolution No. 17-059** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING APPROVAL OF FINAL PLAT, AGREEMENT TO PERFORM SUBDIVISION WORK WITH ASPEN HOMES AND DEVELOPMENT, LLC, AND SECURITY FOR THE ALPINE POINT SUBDIVISION, S-2-17.

ROLL CALL: Evans Aye; Miller Aye; McEvers Aye; Gookin Aye English Aye; Edinger Aye.
Motion Carried.

PUBLIC COMMENTS

Chet Gaede, Coeur d'Alene, expressed excitement over the next few weeks of Council decisions regarding the Atlas Mill site acquisition. He noted that during the September 19, 2017 Council meeting the Council will be hearing the annexation request for the property and has the opportunity to establish conditions of annexation on the property that are much more binding than any Comprehensive Plan or ignite cda concept. He encouraged council to keep the little details in mind, such as conditions that will keep the shoreline in the city ownership for the public forever. Mr. Gaede encouraged the Council to go forward with the acquisition of the property and keep the shoreline in city ownership.

Sherri Robinson, Coeur d'Alene, expressed her wish for the city to purchase the Atlas Mill site and for the city to maintain ownership of the waterfront strip of land from the Railroad right-of-way to the water. She is excited to see what this "once in a lifetime opportunity" looks like for the community.

COUNCIL COMMENTS

Councilmember Evans noted that there are three Maquette's on display in the Library for the Fort Grounds roundabout art piece. The community is encouraged to vote on these pieces through September 15, 2017. On October 11, 2017, the City will host the Mayor's Arts Awards that will honor our local artists. Additionally, there will be eight new "ArtCurrents" pieces within the downtown area and five pieces in Riverstone installed the first week of October. On Saturday, September 9, at 11:00 a.m. at Fire Station 4, there will be a dedication of the "Twin Towers" art piece relocation.

Mayor Widmyer called for the approval of the appointment of Dan English to the Ignite CDA Board.

MOTION: Motion by Gookin, seconded by Edinger to approve the appointment of Dan English to the Ignite CDA Board. **Motion carried.**

RESOLUTION NO. 17-060

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO,
AUTHORIZING THE PURCHASE OF AN UPDATED SECURITY SYSTEM FROM
ACCESS UNLIMITED & SECURITY, INC., FOR THE POLICE DEPARTMENT BUILDING.

STAFF REPORT: Police Captain Childers explained that the police building security system was installed during the original building construction in 1999. The system has served the department's needs for the past 18 years; however, it is obsolete and outdated. He noted frequent system failures, both software and hardware, leaving the building unsecure and jeopardizing the

safety of personnel. The system is no longer supported, which can make repairs costly and difficult. The remodel of City Hall includes a new Brivo security system provided by Access Unlimited & Security, Inc. This system will be controlled, monitored, and maintained by the City's IT Department. Access Unlimited & Security, Inc., has agreed to provide the needed system components to the Police Department at the same price as the bid for the City Hall remodel. Therefore, this purchase would not be required to comply with the procedures set out in the state purchasing statutes, pursuant to Idaho Code §67-2803. Pursuant to the City's purchasing policy, this purchase has been reviewed and approved by the Finance and Legal Departments. The estimated purchase price for an updated and installed system is approximately \$56,000. This system was originally requested in the upcoming FY 2017/2018 budget; however, the request was not included in the final budget as the Police Department has adequate funds in the current budget to cover this expense.

MOTION: Motion by Edinger, seconded by English to approve **Resolution No. 17-060**, authorizing the purchase of an updated Police Department security system from Access Unlimited & Security, Inc.

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

**ONE-DAY ALCOHOL SALES AND CONSUMPTION ON SHERMAN AVENUE
RIGHT-OF-WAY FOR THE CITY SPONSORED "PARK(ING) IT ON SHERMAN"
EVENT.**

STAFF REPORT: Planner Sean Holm explained that the Planning Department is requesting approval by the City Council to allow the sale and consumption of alcohol within a fenced off area of the right-of-way (ROW) for one day, in conjunction with the "PARK(ing) It On Sherman" event, which will take place on Friday, September 15 from 4:00-9:00 p.m. He noted the history of the event with the difference between this year's event and the two previous years being that private properties were available in 2015 and 2016 to host the beer garden. This year's event location does not provide a large enough area on private property to hold the beer garden and since Relic will be providing the beer garden, the ideal location is outside next to their establishment in close proximity to the food trucks. This year's event will also be much smaller in size than the 2016 event, which will help confine attendees to a smaller area, and the event will be attended by the Police Department's Community Action Team. This year's event will have secure fencing along the entire event perimeter with two designated gates that will be staffed with volunteers ensuring that no alcohol leaves the event. He provided several examples of consumption allowed within the city right-of-way to include the Farmers Market, and the pub cycle, Jewett House and Live after Five. The family-friendly event will end at 9:00 p.m. Mr. Holms noted the applicable Municipal Code sections that allow the Council to provide authorization outside of an eating facility.

DISCUSSION: Councilmember McEvers asked about the status of the sponsorship fundraising. Mr. Holm noted that numerous businesses around town have contributed toward the event; for a current total of \$2,000, which will cover the expenses. Councilmember Gookin asked who the permit would be issued to. Mr. Holm clarified that the permit will increase the restaurant's

outdoor seating permit area. Councilmember Miller asked how much expansion would this give the restaurant owner. Mr. Holms noted that it would be approximately 25,000 square feet. Councilmember Miller asked if Relic would be sharing any of the profits from the sales at the event. Mr. Holm noted that they have not finalized discussions with Relic, but they may make a donation. Councilmember Miller expressed concern about the city being fair to all event and promoters and to not give preference to this one event.

MOTION: Motion by Evans, seconded by English, to issue a permit to Relic Smokehouse & Pub for the sale of alcohol in a designated portion of the Sherman Avenue right-of-way in conjunction with the City-sponsored “PARK(ing) It On Sherman” Event on September 15, 2017, subject to the stated Police Department and Planning Staff conditions.

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

INTENT TO CONVEY LAND VIA A LAND TRADE INVOLVING IGNITE CDA-OWNED PROPERTY LOCATED ON YOUNG AVENUE, SOUTH OF CITY HALL, FOR CITY-OWNED PROPERTY ADJACENT TO TILFORD LANE IN RIVERSTONE, AND TO SET A PUBLIC HEARING ON OCTOBER 3, 2017.

STAFF REPORT: Trails Coordinator Monte McCully explained the land exchange proposal would involve trading the City’s 60 foot right-of-way, located just south of Tilford Lane to ignite cda, so that ignite could combine the City’s 60 feet of right-of-way with their currently owned 60 feet of right-of-way south of Tilford Lane to create 17 developable residential parcels. This proposed trade would require the widening of Tilford Lane and relocation of the Prairie Trail to the southern edge of the ignite’s property. Included in the realignment is the possibility of improvements that could be made to the Riverstone Park parking area, as well as additional public space that could be created to the west of the Tilford Lane project that would blend with the proposed public improvements for the Atlas mill site area. In return for the trade, the City would be deeded the ignite cda-owned property located on Young Avenue south of City Hall that was appraised recently at \$960,000. Preliminary net revenue estimates (i.e., residential lot sales minus development costs) prepared by Welch-Comer for the proposed Tilford Lane trade initiative show a net revenue value of approximately \$1.0 million, making the proposed trade a fairly close net value.

MOTION: Motion by Evans, seconded by Miller, to authorize the City’s intent to convey land via a land trade involving ignite cda-owned property located on Young Avenue, south of City Hall, for City-owned property adjacent to Tilford Lane in Riverstone, and to set a public hearing on October 3, 2017.

DISCUSSION: Mayor Widmyer clarified that this would come forward as a public hearing on October 3, 2017 and reiterated that this discussion began about 8 months ago regarding the land at the base of Tubbs Hill, at which time the Council expressed a desire to keep that property in the public’s hand, which would be accomplished by this trade. Councilmember Evans asked at what point should the Council talk about trail width. Mayor Widmyer noted that the October 3 hearing would be a good time or during the design phase. Mr. McCully expressed a desire to

keep the 16' trail width with a three-foot buffer for maintenance. He noted that the standard trail width is 12 feet, but this trail is already 16 feet, so he would request that to remain the same. Councilmember Edinger noted that the Parks and Recreation Commission discussed this item at a meeting earlier today and they are in favor of the trade. Councilmember Gookin asked for clarification as to how the City originally acquired the property. Mr. McCully explained that the property was part of a trade involving the Centennial Trail Foundation, ignite cda, and the railroad wherein the City ended up with the 60' property for the trail. Councilmember Gookin asked if there were any current master plans for this area. Mr. McCully said there was nothing in regard to moving it, just changing the way it connects to Beebe Boulevard, which this trade would accomplish. Councilmember Gookin asked if the Council did not approve the trade, would the parcel at the base of Tubbs revert to the City in four years when the urban renewal district closes. City Administrator Jim Hammond confirmed that when the district closes any property they are holding would revert to the ownership of the City. Councilmember Gookin noted that he will oppose the motion in support of the Tubbs Hill and Centennial Trail Foundations as doing nothing allows those entities to retain the properties.

ROLL CALL: McEvers Aye; Gookin No; English Aye; Edinger Aye; Evans Aye; Miller Aye.
Motion carried.

INTENT TO CONVEY LAND VIA A LAND TRADE INVOLVING IGNITE CDA-OWNED PROPERTY LOCATED ON W. GARDEN AVENUE (TAX I.D. 5539), FOR CITY-OWNED PROPERTY LOCATED AT THE CORNER OF W. GARDEN AVENUE AND PARK DRIVE (A PORTION OF LOT 72, SHERMAN PARK), AND TO SET A PUBLIC HEARING ON OCTOBER 3, 2017.

Staff Report: Parks and Recreation Director Bill Greenwood explained that this land exchange proposal was presented to the Council previously during discussions regarding Memorial Park renovations and the shared parking lot projects. At that time, Council supported this exchange and recognized the advantage for the City to proceed with this land exchange. The City must now go through the formal proceedings to authorize the conveyance/exchange. He presented a map of the land exchange parcels. There is no financial cost to the city for this exchange. The City and ignite's real property that is the subject of this exchange is similar in size and value and is mutually beneficial to both parties.

MOTION: Motion by English, seconded by Evans, to authorize the City's intent to convey land via a land trade involving ignite cda-owned property located on W. Garden Avenue (Tax I.D. 5539), for City-owned property located at the corner of W. Garden Avenue and Park Drive (a portion of Lot 72, Sherman Park), and to set a public hearing on October 3, 2017.

DISCUSSION: Councilmember Gookin asked for clarification regarding the historical encumbrance on property and its restriction(s). Mr. Greenwood explained that in the early 1920s land was dedicated for tennis courts by Mr. Kerl. He noted that he has been in contact with the heirs of Mr. Kerl, who dedicated the land.

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

RESOLUTION NO. 17-061

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE CITY POLICIES FOR PROCUREMENT OF PERSONAL PROPERTY AND SERVICES, AND PROCUREMENT OF PUBLIC WORKS CONSTRUCTION.

STAFF REPORT: Finance Director Troy Tymesen noted that in 2005, the Idaho Legislature enacted Chapter 28 of Title 67, Idaho Code, entitled "Purchasing by Political Subdivisions." This Chapter governs the purchase of personal property and services and the procurement of public works construction. In 2006, by Resolution 06-037, the City Council adopted a matrix that incorporated Chapter 28, Title 67, Idaho Code, for use by City departments. The updates proposed in these policies include those passed by the Legislature in its previous session.

DISCUSSION: Councilmember McEvers asked for clarification of the different categories. Mr. Tymesen explained that the policy is broken into clear sections regarding what staff has authority to buy based on the approved annual budget. Staff will conduct due diligence by seeking quotes, but would not come back to Council to ask permission to buy a car that was already approved by Council to buy. Councilmember McEvers asked how staff would handle the purchase of an item that was not within the current year's budget. Mr. Tymesen confirmed that staff would continue to bring forward to the Council purchases that are now within the budget. Councilmember Gookin expressed concern that Council is continuing to have accountability and oversight. Mr. Tymesen felt that this policy accomplishes accountability in a positive way, as the City will get a better value as the policy did not adopt everything the state raised the purchase level to and the policy includes that more quotes be required. Councilmember Miller asked if the bids levels changed based on state level dollar amounts. Mr. Tymesen confirmed the state level bid amounts are included in the policy.

MOTION: Motion by McEvers, seconded by Evans to approve **Resolution No. 17-061**, approving of the Procurement of Public Works Construction Policy and Procurement of Personal property and services policy.

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

COUNCIL BILL NO. 17-1031

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017," APPROPRIATING THE SUM OF \$89,467,942 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d'Alene, Kootenai County, Idaho:

That the sum of \$89,467,942 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2017.

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:

Mayor and Council	\$244,736
Administration	380,413
Finance Department	1,205,224
Municipal Services	1,788,550
Human Resources	311,711
Legal Department	1,197,425
Planning Department	717,644
Building Maintenance	515,303
Police Department	13,584,525
Drug Task Force	30,710
COPS Grant	121,939
Fire Department	9,709,001
General Government	105,900
Engineering Services	341,086
Streets/Garage	4,440,952
Parks Department	2,102,365
Recreation Department	756,075
Building Inspection	876,593
TOTAL GENERAL FUND EXPENDITURES:	<u>\$38,430,152</u>

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund	\$1,618,412
Community Development Block Grant	384,049
Impact Fee Fund	745,000
Parks Capital Improvements	146,500
Annexation Fee Fund	398,240
Cemetery Fund	294,307
Cemetery Perpetual Care Fund	157,000
Jewett House	25,855
Reforestation/Street Trees/Community Canopy	107,000
Public Art Funds	443,500
TOTAL SPECIAL FUNDS:	<u>\$4,319,863</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund	\$639,720
Water Fund	10,027,434
Wastewater Fund	22,784,368
Water Cap Fee Fund	866,000
WWTP Cap Fees Fund	2,200,000
Sanitation Fund	3,500,806
City Parking Fund	354,846
Drainage Fund	1,267,818
TOTAL ENTERPRISE EXPENDITURES:	<u>\$41,640,992</u>

FIDUCIARY FUNDS:

\$2,957,754

STREET CAPITAL PROJECTS FUNDS:

1,237,000

DEBT SERVICE FUNDS:

882,181

GRAND TOTAL OF ALL EXPENDITURES:

\$89,467,942

That a General Levy of \$19,770,180 on all taxable property within the City of Coeur d'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2017.

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$2,461,938 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2017.

STAFF REPORT: Mr. Tymesen thanked the department heads and administration for assisting in a solid financial plan. He noted that highlights include a zero percent increase in property tax and the taking of no foregone taxes. The budget includes the new growth taxes of \$375,549 and is presented as a balanced budget. The City has over \$5 Million in foregone taxes and is one of the top three cities with the highest balances within Idaho. He clarified that this is not a bank account but gives the City taxing authority. The total tax levy amount is \$22,232,118 for this

year. Mr. Tymesen explained that the circuit breaker system allows a reduction for low-income residents and the city is reimbursed directly. The budget includes small changes made at the Council workshop, leaving a General Fund of \$38,430,152. He noted that the \$8.78 Million Dollars in unassigned Fund Balance equals 22.8% in cash, and clarified that the City Hall remodel and the \$1 Million in Atlas Mill site acquisition would come out of that balance. He noted that the City is still in good shape with the cash balance and has never had to borrow money to fund on-going operations at the year-end, which strengthens our position if the City does future bonds. The financial plan includes 7.27 additional full-time equivalent employees. He reviewed employee expenses including merit and cost of living increases, as well as health insurance. Councilmember Edinger congratulated Mr. Tymesen and his staff for the hard work they did in putting the balanced budget together with no tax increase. Mr. Tymesen noted that the highway user tax is up, sales tax is solid, liquor tax revenue is up, and so was the inter-fund transfer amount. There were not a lot of capital expenses included in the budget, and any significant changes from this point forward would come before the Council. The valuation for the City of Coeur d'Alene is currently \$4 Billion. He provided an example of what the property tax looks like for a home valued at \$200,000, which would be a \$58.98 savings if the valuation stayed the same. The levy rate will go down based on the City taking no property tax increase. He also noted that a median cost of a home is \$240,000, which would pay the City \$814.90 for the whole year for all services including public safety, parks, and road maintenance.

PUBLIC COMMENTS:

Susan Snedaker, Coeur d'Alene, noted that this is the 17th year she has reviewed the City's preliminary financial plan. She thanked Mr. Tymesen for answering her questions in the past. She has several specific questions for the Council and staff related to CDBG block grant amounts over the years, the line item for rents and royalty revenues, the East Sherman sub-station rent, and the summer concert series. Additionally, she questioned the Downtown Association annual allocation, and felt that the downtown needs to be better maintained. Ms. Snedaker noted that code enforcement strengthens the fabric of the City and should be funded accordingly. She looks forward to purchase of the Atlas Mill site but wondered what financial provisions have been made for future parkland maintenance. She noted that this is the last year she will be reviewing the budget and encouraged citizens to take it on in the future. She thanked the Council for not increasing property taxes.

DISCUSSION: Councilmember English noted that the CDBG funds come from a federal grant, it varies year-to-year, and that the money is intended to serve low-to-moderate-income needs within the city limits.

MOTION: Motion by Gookin, seconded by McEvers, to dispense with the rule and read **Council Bill No. 17-1032** once by title only.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt **Council Bill 17-1032**.

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

RECESS: Motion by McEvers, seconded by Miller to recess to September 13, 2017 at 1:30 p.m. to the Library Community Room, located at 702 E. Front Avenue, for a Workshop regarding the acquisition of property known as the Atlas Mill site. **Motion carried.**

The meeting adjourned at 7:32 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

GENERAL SERVICES COMMITTEE
MINUTES
September 11, 2017
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Councilmember Ron Edinger, Chairperson
Councilmember Kiki Miller
Councilmember Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Melissa Tosi, Human Resources Director
Mike Gridley, City Attorney
Troy Tymesen, Finance Director

Item 1. Benefit Plan Changes and Renewals.
(Resolution No. 17-062)

Melissa Tosi is requesting Council authorize benefit plan changes and renewal rates effective October 1, 2017. Mrs. Tosi noted in her staff report that these changes and renewals include Regence BlueShield of Idaho, Dental Blue Connect (Willamette) and United Heritage Life Insurance. The other City benefits such as Blue Cross Dental, United Heritage Long-Term Disability, Magnuson, McHugh & Company Flexible Spending Account, Gallagher Benefits HRA/VEBA Service Group and Reliant Behavioral Health have no changes. The Medical Review Committee's goal is to minimize rate increases and strategically address employee cost sharing for medical benefits. The Committee, per contract, consists of representatives from the Lake City Employee's Association, Fire Union, Police Association, Non-represented and Exempt employees. Along with our broker, the Murray Group, the committee meets regularly throughout the year to understand market trends, review alternate plans and consider changes. This has been an exceptionally good year.

The following changes are effective October 1, 2017 through September 30, 2018. The minimal costs have been anticipated in the 2017-2018 approved financial plan.

- Regence BlueShield of Idaho: After transitioning to Regence last October, it has proven to be a very good year and Regence has given the City a rate pass which results in a 0% increase. The only change to both medical plan options is adding a 3rd tier for non-preferred brand name prescriptions which will be a \$30 co-pay. Regence agreed to add this benefit for no additional cost.
- Dental Blue Connect (Willamette): There is a 1.78% increase in premiums and no benefit changes.
- United Heritage Life Insurance: There is an additional \$50,000 added Occupational Death Benefit for ALL city employees. United Heritage agreed to add this benefit for no additional cost.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 17-062 approving the benefit plan changes and renewal rates effective October 1, 2017 as presented.

Item 2. Lake City Employee Association Agreement.
(Resolution No. 17-062)

Melissa Tosi is requesting the City Council approve the proposed negotiated Lake City Employees Association (LCEA) Agreement establishing a one year contract for compensation and benefits. Mrs. Tosi said this

agreement shall be applicable to LCEA represented classifications for a term commencing October 1, 2017 and ending September 30, 2018. All prior resolutions between the City and LCEA will no longer be applicable. Many of the updates throughout the agreement are housekeeping updates as the original agreement was created in 2008. The original agreement has four amendments with two extensions resulting in five additional years.

The following are the highlights regarding the negotiated agreement:

- Holiday: Exchange Birthday Holiday for December 24th;
- Sick Leave Repurchase: Contribute payout to tax-free HRA/VEBA plan instead of receiving a taxed check;
- HRA/VEBA Contribution: Increase from \$128 monthly to \$140 monthly and eliminate the \$5 per year increases;
- Term of Agreement: 1 Year.

The only additional financial expense with the proposed agreement with LCEA will be the increase in the HRA/VEBA monthly contribution for 179 employees which would be an annual increase of approximately \$25,776.

Council Member Miller asked what the conversation was surrounding the HRA/VEBA contribution changes and has the \$5 increase been in effect since 2008. Mrs. Tosi replied that when the initial 4-year contract was negotiated the \$5 increase seemed minimal. However, we ended up with 2 extensions to the contract resulting in an almost 9 year contract. Resulting in significant increases. Therefore, should future contracts be extended, it was decided to go with a set amount instead of yearly increases. The contribution could change as part of a newly negotiated agreement.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 17-062 approving the proposed negotiated Lake City Employees Association (LCEA) agreement establishing a one year contract for compensation and benefits. Motion Carried.

**Item 3. Extensions with Police Officer Association and Police Captains.
(Resolution No. 17-062)**

Melissa Tosi is requesting the City Council approve one year extensions with the Police Officer Association and both Police Captains, Steve Childers and David A. Hagar. The extensions to the Police Officer Association Agreement and the Police Captains Memorandum of Understandings (MOU) will extend their current compensation and benefits for one year. Mrs. Tosi noted in her staff report that the Police Officer Association Agreement and Police Captain MOU's are all set to expire September 30, 2017. The City, Association and Captains have all determined that it is in their mutual best interest to formally extend the current Agreement and MOU's for one year without prejudice or penalty to either party. As a result, the Agreement and MOU's would expire September 30, 2018. The terms and conditions of the Agreement and MOU's shall remain unchanged and therefore there are no additional expenses with the extensions. The negotiated Agreement and MOU's provide competitive compensation and benefits for one additional year and will be re-evaluated with all the collective bargaining groups in 2018.

Council Member Miller asked why the Captains have a contract outside of police association contract. Mrs. Tosi said the administrative staff is salaried positions and the Police Chief and Captains are making

administration decisions that affect those employees underneath of them. That type of management would be difficult to have in an association contract, especially with the grievance process or a discipline issue. She added that the Captains don't fall under the department head rules, they are in a class of their own, therefore the City has agreed to negotiate a separate agreement with them based on being management and falling outside of the association. Most of their agreement mirrors the association. This is the same with the Fire group, they have Fire Chiefs and we have agreements with them outside of the Fire Union.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 17-062 approving the one year extensions with the Police Officer Association and both Police Captains, Steve Childers and David A. Hagar, extending their current compensation and benefits for one year. Motion Carried.

**Item 4. Personnel Rule Amendment.
(Resolution No. 17-062)**

Melissa Tosi is requesting the City Council approve the following amendments to Rule XXV and XXVI, specific to department heads and exempt employees.

Amending Rule XXV: Appointed Officers and Department Heads

- Section 3. Conditions of Employment, (e) Application of Personnel Rules, (6) Rule XI, Section 9, Holidays; No longer observe the birthday holiday but will observe December 24th.

Amending Rule XXVI: FLSA Exempt Employees

- Section 2. Definitions: Add Building Official and City Engineer/Lead Project Manager as housekeeping updates. Add Parks Superintendent and Recreation Superintendent due to their management functions within their departments.
- Section 3. Conditions of Employment, (e) Holidays; No longer observe the birthday holiday but will observe December 24th.

Mrs. Tosi noted that the employees that fall under the department head rule and exempt employee rule were polled and were in favor of no longer observing the birthday holiday and in exchange would prefer to observe December 24th. This would also create consistency among the Lake City Employees Association employees which have also updated their collective bargaining agreement to observe December 24th instead of the employees birthday. Additionally, the titles of Building Official and City Engineer/Lead Project Manager need to be added to the definition. These positions are currently exempt but their position title is not included in the current definition language. The Parks Superintendent and Recreation Superintendent have been added to the list of FLSA exempt employees due to their primary management responsibilities on matters of significance. These positions would change from hourly to salaried.

Mrs. Tosi added that these proposed amendments have been discussed with the executive team, emailed to all the exempt employees and posted for all employees to review. The Parks Superintendent and Recreation Superintendent are also supportive of their designation change to exempt.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 17-062 approving the proposed amendments to Rule XXV and XXVI, specific to department heads and exempt employees. Motion Carried.

DISCUSSION: Council Member Miller asked if the City Engineer / Lead Project Manager is the same position. Mrs. Tosi replied yes. Council Member Miller asked if December 24 allows for City Hall to be closed on that day. Mrs. Tosi replied yes. If December 24th falls on a weekend the employees will have the proceeding Friday off.

The meeting adjourned at 12:20 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Juanita Knight". The signature is written in a cursive style with a large initial "J" and "K".

Juanita Knight
General Services Committee Liaison

**PUBLIC WORKS COMMITTEE
MINUTES
September 11, 2017
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan English
Councilmember Dan Gookin

STAFF PRESENT

Jim Hammond, City Administrator
Amy Ferguson, Executive Asst.
Chris Bosley, City Engineer
Terry Pickel, Water Superintendent
Randy Adams, Deputy City Attorney
Troy Tymesen, Finance Director

Item 1 Agreements and Grant Deed for Public Right-of-Way at the New Medina Street Intersection

Consent Calendar

Chris Bosley, City Engineer, presented a request for council approval of Agreements and Grant Deed for right-of-way from Ironwood Professional Plaza Condominium Association, Inc. for the new Medina Street intersection.

Mr. Bosley stated in his staff report that as part of the Medina Street intersection construction project, additional City right-of-way is needed. Right-of-way for the east side of Medina Street has already been granted to the City by Glacier 700, LLC., Stephen F. Miller, Kootenai Hospital District, and Jon Ness. Right-of-way for the west side is now being granted to the City by Ironwood Professional Plaza Condominium Association, Inc. A right-of-entry has been granted to begin construction. This deed of right-of-way is important to formalize the realignment of Medina Street. There will be a cost of one dollar for this grant of right-of-way.

Mr. Bosley explained the difference between a right-of-way and an easement. He noted that the property owner was willing to work with the City on this because at no cost because there was a benefit to them. He further stated that the new intersection will line up for the parking garage and Medina and will also line up for Medina to come down to Emma. Medina and Ironwood will have a signal, but it hasn't come in yet. They will not allow all traffic movements until the signal is in place. Mr. Bosley said that a new signal was installed at Ironwood and 95, and Emma and 95.

MOTION: Motion by English, seconded by Gookin, to recommend Council approval of Resolution No. 17-062 approving Agreements and Grant Deed for right-of-way from Ironwood Professional Plaza Condominium Association, Inc. for the new Medina Street intersection. Motion carried.

Item 2 Agreement and Permanent Easement for Shared-Use Path at Seltice Way and Northwest Boulevard

Consent Calendar

Chris Bosley, City Engineer, presented a request for council approval of an Agreement and Permanent Easement for a shared-use path on Seltice Way at Northwest Boulevard.

Mr. Bosley stated in his staff report that, as part of the Federal Aid Seltice Way path project, scheduled for construction in early 2018, an easement is required to accommodate a portion of the proposed path on property owned by Glacier NW Blvd-Seltice, LLC. With the path project, the right turn slip lane onto southbound Northwest Boulevard is to be reconstructed to a safer configuration, which will in turn allow for a safer access point to the property owned by Glacier NW Blvd-Seltice, LLC by increasing the distance between them. This agreement and easement allows for the construction of the path and for future development opportunities at the subject property. This agreement and easement are important to the construction of the Seltice Way shared-use path. Glacier NW Blvd-Seltice, LLC will pay \$16,000 toward the reconstruction of the slip lane, as there is a mutual benefit in its construction. There is no fee for the easement.

Mr. Bosley said that they are going to bid this fall for construction in the spring. Councilmember McEvers asked if there is still the possibility of stacking up in the new slip lane that will be created. Mr. Bosley responded that it will reduce it a little bit, but it will be a safer intersection once it is completed.

Councilmember Gookin asked if the path is going to be an extension of what we already have that is going in along Seltice to where the Centennial Trail is. Mr. Bosley said that they are building a path on Seltice Way now, and some portions of the path have been built along some of the developments, and it will connect down to the Centennial Trail.

Councilmember Gookin noted that the easement allows for future development opportunities on the subject property and asked what those were. Mr. Bosley said that the developer wants the access point to be a right-in, right-out.

Councilmember Gookin asked what the city's portion of the cost for the slip lane would be. Mr. Bosley said that he is not sure of the exact cost because it is part of the grant, but there was an overage in the estimates and this helps to ease that overage quite a bit.

Councilmember Gookin asked about adding a right turn only lane to the intersection. Mr. Bosley said that ITD did not like the idea because of the stacking issue, and they have jurisdiction over the intersection and signal.

Mr. Bosley noted that he has talked to the developer about making a possible connection to the path so that people can get down to the movie theatre.

MOTION: Motion by Gookin, seconded by English to recommend Council approval of Resolution No. 17-062 approving the Agreement and Permanent Easement with Glacier NW Blvd-Seltice, LLC for a shared-use path on Seltice Way at Northwest Boulevard. Motion carried.

Item 3 Selection of 2018 Water Rate Study Consultant Agenda

Terry Pickel, Water Superintendent, presented a request for council approval to enter into negotiations with FCS Group for a service contract to perform the 2018 Water Rate Study.

Mr. Pickel stated in his staff report that it is a recommended industry practice to conduct water rate analysis on a routine basis, and staff typically plans to have a fairly comprehensive review completed every five years. The last study was completed in 2012 along with a Comprehensive Water Plan Update. The results of the 2012 study recommended user rate increases to adequately fund operations and

maintenance along with capitalization fee increases to fund future projects. Those increases were phased in over a 5 year period to lessen the impact on the consumers and developers. The last incremental increase is set for January 1, 2018. A Request for Proposals (RFP) was published in late July for the 2018 Water Rate Study. Upon the deadline, staff received one submitted from FCS Group out of Redmond, Washington. The fiscal year 2018 budget line item is \$60,000.00. Staff feels very comfortable recommending FCS Group as they performed the previous rate study and did an excellent job.

Mr. Pickle said that they try to balance anticipated costs and needs based upon the 2012 Comp Plan, and adjust rates to meet those needs. He noted that they hit 41 million gallons a day on August 34d, and their maximum capacity is 44 million gallons. They are looking at another site on Huetter to do a test well, and are also looking at some other ways to fix the shortage in the short term until they can get another well built.

Councilmember Gookin asked why the study needed to be done every five years, and why not ten years. Mr. Pickel explained that the longer you push it out, the less accurate your rate study is in the long term. The AWWA standard is 3 to 5 years. Councilmember Gookin commented that it seems like we do a rate study that says we need to raise our rates, that we phase in over 5 years, and it becomes an eternal cycle of raising rates. He wondered if there is any way to escape that. Mr. Pickel said that the cost of labor, materials for construction, maintenance, etc. goes up as does the cost of living. By phasing the rate increases over five years, they are behind the curve the whole time. He noted that they do their best to maximize efficiencies and keep their costs as low as they can.

Councilmember McEvers asked if it is reasonable to ask that the consultants look at what the government pays for its water. Mr. Pickel said that would probably be a question for the Finance Director. He noted that they try to help the Parks Department to reduce their overall consumption in irrigation using the Calsense program. Councilmember McEvers asked if they would be able to assign different rates for people who are not in the city. Mr. Pickel said that they can look at that, and also the boosted zones.

Councilmember English said that the reality is you have to pay for the water someday. A lot of it is a function of accounting and they want to identify and measure the real cost. Separate from that the city could decide to make some policies that might help some low income and seniors, but it should not be just a "feed good" mechanism, but be legitimate and thoughtful. Mr. Pickel said that they also have to be careful when they get into multiple rates about how they are impacting the Finance Department in keeping track of it all. He confirmed that the school district is their number one customer.

MOTION: Motion by English, seconded by Gookin, to place this on the agenda for further discussion at the council meeting. Motion carried.

Item 4 Best Hill Booster Station – Reject Bids. Consent Calendar

Terry Pickel, Water Superintendent, presented a request that council reject the Best Hill Booster Station bids that were received on August 15, 2017.

Mr. Pickel stated in his staff report that as part of the Northeast Water System Improvement Project, it was determined that instead of constructing a new storage facility, it would be more prudent to construct a small booster station to extract water from the Best Hill Tank as it does not function adequately. The new booster station is designed to pump up to 2000 gpm from the tank during periods of high demand to offset an intermittent shortage in production capacity. This production, in coordination with changes in the existing High Zone boundaries and alterations of the pressure reducing valve stations, should augment

current production capabilities and reduce pressure fluctuations in the northeast quadrant of the city during peak demand. Staff received two bids from contractors for proposed booster station which above the engineer's estimate for the project of \$500,000. The lowest bid is considered non-responsive and both bids were significantly over the planned fiscal year 2018 budget. Staff has not requested a budget adjustment prior to the September budget public hearing schedule and therefore recommends rejection of the bids. Staff felt it would be prudent to review construction costs and methods rather than request additional funding.

Councilmember English commented that the cost of doing business in a booming market is going up, and wondered if they back off for a year or two, if it would cool off. Mr. Pickel said that they are looking at other options such as doing the piping portion themselves, and then having the building built around it. They will also discuss the bid with the contractors to determine why the bids were so high.

MOTION: Motion by Gookin, seconded by English, that council approve Resolution 17-062 rejecting the Best Hill Booster Station bids that were received on August 15, 2017. Motion carried.

**Item 5 Declaration of Surplus Property, 601 W. Neider Avenue
For Information Only**

Terry Pickel, Water Superintendent, presented a request for council to declare property located at 601 W. Neider Avenue as surplus, set a minimum value of \$40,000, and set a public hearing regarding the City's intent to sell the property by auction, as required by State Code.

Mr. Pickel stated in his staff report that the Water Department Fund owns an .825 acre parcel that was originally the site of a proposed future well. A test well was drilled there in 2000 to determine whether they should proceed with a future well at this site. Unfortunately, soil conditions within this portion of the aquifer contain very fine sand which would require, as a minimum, a complicated sand filter and due to the fine sand, a considerably reduced yield, making a future well site here not practical. The property has sat vacant since that time. The lot does have street frontage access onto Fruitland Lane and is zoned MH-8. It has an existing water service on the Neider frontage, a sewer service on the Fruitland frontage, as well as a 6" test well. The property brings no revenue into the fund and is a maintenance liability. The estimated value is \$48,000. Staff will propose setting the starting bid to meet the costs of the sale, estimated to be \$40,000.

Mr. Pickel commented that this item is for information only and will be coming forward to a future council meeting. Councilmember Gookin confirmed that the sale proceeds would go to the Water Fund.

NO MOTION. For information only.

The meeting adjourned at 4:32 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ELEVEN MONTHS ENDED
 August 31, 2017

RECEIVED

SEP 08 2017

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2017	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$231,305	\$202,838	88%
	Services/Supplies	11,400	7,331	64%
Administration	Personnel Services	328,000	303,619	93%
	Services/Supplies	51,120	50,360	99%
Finance	Personnel Services	683,506	620,516	91%
	Services/Supplies	481,780	455,992	95%
Municipal Services	Personnel Services	1,153,286	1,057,741	92%
	Services/Supplies	507,013	462,110	91%
	Capital Outlay			
Human Resources	Personnel Services	233,632	195,890	84%
	Services/Supplies	93,025	61,978	67%
Legal	Personnel Services	1,114,688	1,009,664	91%
	Services/Supplies	92,653	76,816	83%
Planning	Personnel Services	545,298	486,503	89%
	Services/Supplies	39,350	18,542	47%
	Capital Outlay			
Building Maintenance	Personnel Services	365,580	280,575	77%
	Services/Supplies	155,606	101,529	65%
	Capital Outlay			
Police	Personnel Services	11,962,404	10,421,882	87%
	Services/Supplies	1,092,115	1,086,049	99%
	Capital Outlay	5,950	351,401	5906%
Fire	Personnel Services	8,811,284	7,942,318	90%
	Services/Supplies	546,653	532,341	97%
	Capital Outlay	320,000	3,111,955	972%
General Government	Services/Supplies	94,725	140,052	148%
	Capital Outlay		850,741	
Byrne Grant (Federal)	Services/Supplies		24,076	
	Capital Outlay		57,622	
COPS Grant	Personnel Services	190,189	142,320	75%
CdA Drug Task Force	Services/Supplies	30,710	13,098	43%
	Capital Outlay			
Streets	Personnel Services	2,321,133	2,238,229	96%
	Services/Supplies	645,980	649,335	101%
	Capital Outlay	57,000	45,342	80%

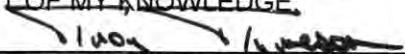
CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ELEVEN MONTHS ENDED
August 31, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2017	PERCENT EXPENDED
Engineering Services	Personnel Services	434,701	394,078	91%
	Services/Supplies	857,860	(101,167)	-12%
	Capital Outlay			
Parks	Personnel Services	1,423,537	1,358,071	95%
	Services/Supplies	536,450	404,420	75%
	Capital Outlay	44,000	39,490	90%
Recreation	Personnel Services	550,809	389,708	71%
	Services/Supplies	157,430	132,569	84%
	Capital Outlay	5,000		
Building Inspection	Personnel Services	865,887	845,481	98%
	Services/Supplies	41,206	26,803	65%
	Capital Outlay			
Total General Fund		<u>37,082,265</u>	<u>36,488,218</u>	<u>98%</u>
Library	Personnel Services	1,208,298	1,082,488	90%
	Services/Supplies	199,850	198,722	99%
	Capital Outlay	160,000	129,425	81%
CDBG	Services/Supplies	606,873	80,546	13%
Cemetery	Personnel Services	186,235	181,197	97%
	Services/Supplies	100,500	78,154	78%
	Capital Outlay	30,000	28,164	94%
Impact Fees	Services/Supplies	760,039	578,300	76%
Annexation Fees	Services/Supplies	193,000	193,000	100%
Parks Capital Improvements	Capital Outlay	146,500	151,561	103%
Cemetery Perpetual Care	Services/Supplies	157,500	130,465	83%
Jewett House	Services/Supplies	25,855	10,033	39%
Reforestation	Services/Supplies	2,000	3,392	170%
Street Trees	Services/Supplies	100,000	70,538	71%
Community Canopy	Services/Supplies	1,500	1,162	77%
Public Art Fund	Services/Supplies	231,300	78,217	34%
		<u>4,109,450</u>	<u>2,995,364</u>	<u>73%</u>
Debt Service Fund		<u>937,407</u>	<u>931,107</u>	<u>99%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ELEVEN MONTHS ENDED
August 31, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2017	PERCENT EXPENDED
Seltice Way	Capital Outlay	675,000	597,576	89%
Seltice Way Sidewalks	Capital Outlay	325,000	9,862	3%
Traffic Calming	Capital Outlay	25,000	6,744	27%
Govt Way - Hanley to Prairie	Capital Outlay	4,334,000	1,413,800	33%
Levee Certification	Capital Outlay	30,000	25,884	86%
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	20,000		
Medina Avenue	Capital Outlay	400,000	115,468	29%
Kathleen Avenue Widening	Capital Outlay	330,039		
Margaret Avenue	Capital Outlay	65,000		
Ironwood	Capital Outlay		430,983	
		6,204,039	2,600,317	42%
Street Lights	Services/Supplies	622,000	490,842	79%
Water	Personnel Services	1,951,906	1,802,379	92%
	Services/Supplies	4,376,100	1,323,166	30%
	Capital Outlay	3,225,000	823,584	26%
Water Capitalization Fees	Services/Supplies	1,950,000		
Wastewater	Personnel Services	2,609,284	2,327,839	89%
	Services/Supplies	7,205,619	2,086,574	29%
	Capital Outlay	12,496,100	5,457,433	44%
	Debt Service	2,178,063	2,177,293	100%
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,359,286	2,759,352	82%
Public Parking	Services/Supplies	253,546	137,983	54%
	Capital Outlay	121,000	131,339	109%
Drainage	Personnel Services	110,381	103,351	94%
	Services/Supplies	637,130	293,324	46%
	Capital Outlay	400,000	176,749	44%
Total Enterprise Funds		43,995,415	20,091,208	46%
Kootenai County Solid Waste		2,500,000	2,093,075	84%
Police Retirement		173,200	158,075	91%
Business Improvement District		210,000	55,000	26%
Homeless Trust Fund		5,200	4,414	85%
Total Fiduciary Funds		2,888,400	2,310,564	80%
TOTALS:		\$95,216,976	\$65,416,778	69%

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


 Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho

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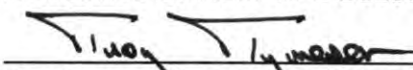
SEP 08 2017

CITY CLERK

City of Coeur d Alene
Cash and Investments
8/31/2017

Description	City's Balance
U.S. Bank	
Checking Account	4,553,768
Checking Account	30,295
Investment Account - Police Retirement	1,255,033
Investment Account - Cemetery Perpetual Care Fund	1,607,735
Wells Fargo Bank	
Federal Home Loan Bank	1,000,000
Community 1st Bank	
Certificate of Deposit	1,002,015
Certificate of Deposit	205,219
Idaho Independent Bank	
Secure Muni Investment	249,404
Idaho Central Credit Union	
Certificate of Deposit	250,025
Idaho State Investment Pool	
State Investment Pool Account	38,264,365
Spokane Teacher's Credit Union	
Certificate of Deposit	251,492
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	<u>48,671,476</u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Troy Tynesen, Finance Director, City of Coeur d'Alene, Idaho

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SEP 08 2017

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

CITY CLERK

FUND	BALANCE 7/31/2017	RECEIPTS	DISBURSE- MENTS	BALANCE 8/31/2017
<u>General-Designated</u>	\$1,156,140	\$425,956	\$538,691	\$1,043,405
<u>General-Undesignated</u>	15,077,445	3,212,340	4,460,853	13,828,932
<u>Special Revenue:</u>				
Library	478,949	20,781	178,042	321,688
CDBG	(271)	1,846	2,233	(658)
Cemetery	(5,933)	32,367	38,046	(11,612)
Parks Capital Improvements	533,861	10,492	61,841	482,512
Impact Fees	2,918,522	246,843	100,000	3,065,365
Annexation Fees	511,498	832		512,330
Insurance	-			-
Cemetery P/C	1,613,865	3,983	8,155	1,609,693
Jewett House	31,232	3,428	2,241	32,419
Reforestation	24,894	177	435	24,636
Street Trees	210,400	9,351	5,965	213,786
Community Canopy	2,710	5		2,715
CdA Arts Commission	-			-
Public Art Fund	52,724	48,095		100,819
Public Art Fund - ignite	517,099	863	600	517,362
Public Art Fund - Maintenance	90,709	153	987	89,875
<u>Debt Service:</u>				
2015 G.O. Bonds	525,909	10,553		536,462
LID Guarantee	(0)			(0)
LID 149 - 4th Street				
<u>Capital Projects:</u>				
Street Projects	(371,108)	126,707	57,489	(301,890)
<u>Enterprise:</u>				
Street Lights	(21,239)	46,641	10,115	15,287
Water	1,852,312	908,089	557,218	2,203,183
Water Capitalization Fees	5,101,946	217,693		5,319,639
Wastewater	4,399,256	2,511,956	1,782,989	5,128,223
Wastewater-Reserved	993,153	27,500		1,020,653
WWTP Capitalization Fees	6,473,468	463,771		6,937,239
WW Property Mgmt	60,668			60,668
Sanitation	949,055	370,394	295,096	1,024,353
Public Parking	136,106	62,355	4,726	193,735
Drainage	753,128	90,826	48,104	795,850
Wastewater Debt Service	1,843,818	324,856		2,168,674
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	228,041	234,992	228,041	234,992
LID Advance Payments	209			209
Police Retirement	1,282,934	14,228	24,574	1,272,588
Sales Tax	131	4,276	1,481	2,926
BID	185,949	39,065		225,014
Homeless Trust Fund	452	405	452	405
GRAND TOTAL	\$47,608,031	\$9,471,819	\$8,408,374	\$48,671,476

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho

DATE: SEPTEMBER 13, 2017
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: OCTOBER 17, 2017

Mayor Widmyer,

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 hearing upon receipt of recommendation.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
0-5-17	Applicant: City of Coeur d'Alene Request: A modification to the Wireless Communications Ordinance	Recommended approval	LEGISLATIVE

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **October 17, 2017**

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

116.00

Pro-rated opening 9/17

**City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237**

[Office Use Only] Amt Pd 116.00
Rec No 01340177
Date _____
Date to City Council: _____
Reg No. _____
License No. _____
Rv _____

Date that you would like to begin alcohol service Aug 26th 2017
Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input checked="" type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input checked="" type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	<u>Badass Backyard Brewing LLC</u>
Business Mailing Address	<u>3115 N Butler Rd</u>
City, State, Zip	<u>Spokane Valley, WA 99206</u>
Business Physical Address	<u>317 E Coeur d'Alene Ave, Suite C</u>
City, State, Zip	<u>Coeur d'Alene, ID 83814</u>
Business Contact	Business Telephone: <u>208-659-6946</u> Fax: _____ Email address: <u>badassbackyardbrewing@yahoo.com</u>
License Applicant	<u>Charlene Honcik</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Charlene Honcik, manager</u>

RESOLUTION NO. 17-062

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING: APPROVAL OF FINAL PLAT OF COEUR D'ALENE PLACE 28TH ADDITION (S-3-12) AND AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK, ACCEPTANCE OF SECURITY, AND APPROVAL OF AGREEMENT TO PERFORM SUBDIVISION WORK AND BOND; APPROVAL OF BENEFIT PLAN CHANGES AND RENEWALS; APPROVAL OF AGREEMENT WITH THE LAKE CITY EMPLOYEES ASSOCIATION; APPROVAL OF AN EXTENSION TO THE AGREEMENT WITH THE POLICE OFFICERS ASSOCIATION AND APPROVAL OF EXTENSIONS TO THE MEMORANDA OF UNDERSTANDING WITH POLICE CAPTAINS AND DAVID HAGAR; APPROVAL OF AMENDMENTS TO PERSONNEL RULE XXV: APPOINTED OFFICERS AND DEPARTMENT HEADS, TO PROVIDE FOR THE OBSERVATION OF THE CHRISTMAS EVE HOLIDAY INSTEAD OF THE EMPLOYEE'S BIRTHDAY, AND PERSONNEL RULE XXVI: FLSA EXEMPT EMPLOYEES, TO CLARIFY POSITIONS COVERED AND HOLIDAYS OBSERVED; APPROVAL OF AGREEMENTS AND GRANT DEED FOR PUBLIC RIGHT-OF-WAY FROM IRONWOOD PROFESSIONAL PLAZA CONDOMINIUM ASSOCIATION, INC., IN CONNECTION WITH THE NEW MEDINA STREET INTERSECTION; APPROVAL OF AGREEMENT FOR PERMANENT TEMPORARY EASEMENTS FOR MULTI-USE PATH AT SELTICE WAY AND NORTHWEST BLVD, AND W. SELTICE WAY APPROACH WITH GLACIER NW BLVD-SELTICE, LLC; AND REJECTION OF BIDS FOR THE BEST HILL BOOSTER STATION.

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

- A) Approval of Final Plat of Coeur d'Alene Place 28th Addition (S-3-12) and Agreement for Maintenance/Warranty of subdivision work, acceptance of security, and approval of Agreement to Perform Subdivision Work and Bond;
- B) Approval of Benefit Plan Changes and Renewals;
- C) Approval of an agreement with the Lake City Employees Association;
- D) Approval of an extension to the agreement with the Police Officers Association, and approval of extensions to the Memoranda of Understanding with the Police Captains and David Hagar;
- E) Approval of amendments to Personnel Rule XXV: Appointed Officers and Department Heads, to provide for the observation of the Christmas Eve holiday

instead of the employee's birthday; and Personnel Rule XXVI: FLSA Exempt Employees, to clarify positions covered and holidays observed;

- F) Approval of agreements and grant deed for public right-of-way from Ironwood Professional Plaza Condominium Association, Inc., in connection with the new Medina Street intersection;
- G) Approval of agreement for permanent and temporary easements for a multi-use path at Seltice Way and Northwest Blvd, and W. Seltice Way approach with Glacier NW Blvd-Seltice, LLC;
- H) Rejection of bids for the Best Hill Booster Station;

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 or 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 the agreements or other actions for the subject matter described above, as set forth in substantially the form attached hereto as Exhibits "A" through "H" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or 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 actions on behalf of the City.

DATED this 19th day of September, 2017.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: September 19, 2017
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Coeur d'Alene Place 28th Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a thirty eight (38) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai II, Inc.
1421 N. Meadowwood Lane, Suite 200
Liberty Lake, WA 99019
- b. Location: East of Atlas Rd., North of Hanley Ave., South of Sorbonne Dr. and West of a portion of Descartes Dr.
- c. Previous Action:
 1. Final plat approval, CDA Place – 16th Addition (1994-2008).
 2. Final plat approval, CDA Place 17th – 23rd Addition (2010 – 2014).
 3. Final plat approval, CDA Place 24th – 27th Addition (2015 – 2016).

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on September 19, 2018. The amount of the security provided is \$20,333.00.

PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on September 19, 2018.

DECISION POINT RECOMMENDATION

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

AGREEMENT TO PERFORM SUBDIVISION WORK
Coeur d'Alene Place 28th Addition

THIS AGREEMENT, made this 19th day of September, 2017, between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, President, hereinafter referred to as the "**Developer**," and the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Coeur d'Alene Place 28th Addition, a thirty-eight (38) lot, residential development in Coeur d'Alene, situated in the Southwest ¼ of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Buffer zone landscape and open space improvements, as required under Title 17 of the Coeur d'Alene Municipal Code, on or before the 30st day of November, 2017. Said improvements are more particularly described on the submitted estimate electronically dated August 31, 2017, attached as Exhibit "A", and, shown on the Subdivision Improvement Plans as Tracts "A" through "D" titled "Coeur d'Alene Place 28th" signed and stamped by Doug J. Desmond, PE, # 10886, dated April 24, 2017, incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of One-Hundred Five-Thousand Three-Hundred Twenty-Seven and 75/100 Dollars (\$105,327.75) securing the obligation of the Developer to complete the landscape buffer improvements and open space tracts referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Developer. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

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

City of Coeur d'Alene

Greenstone-Kootenai II, Inc.

Steve Widmyer, Mayor

Kevin Schneidmiller, President

ATTEST:

Renata McLeod, City Clerk

Project Name:		Coeur d' Alene Place 28th Addition													
Project Number:		8-128000													
Street Names				Atlas Rd. and Pascal Dr.											
			length												
			width												
45	Radius		culdesac												
			area - sq ft												
Expenses															
9-0160	Landscaping-street scape	1	Tract A	21,039		\$	1.50	31,559							
		1	Tract B	2,120		\$	1.00	2,120							
		1	Tract C	3,885		\$	1.00	3,885							
		1	Tract D	21,770		\$	1.50	32,655							
		1	Tract E			\$	0.65	0							
		1	Tract F			\$	0.65	0							
		1	Tract G			\$	0.65	0							
		1	Tract H			\$	0.65	0							
		1	Tract I			\$	0.65	0							
		1	Tract J			\$	0.65	0							
		1	Tract K			\$	0.65	0							
		1	Tract L			\$	0.65	0							
		1	Tract Islands			\$	1.50	0							
		1	Roundabout Center landscape			\$	1.50	0				70,219			
Landscape Performance Bond			150%									\$	105,327.75		

To: General Services

From: Melissa Tosi; Human Resources Director

Re: Benefit Plan Changes and Renewals

Date: September 11, 2017

Decision Point: The City Council is requested to approve the following benefit plan changes and renewal rates effective October 1, 2017. These changes and renewals include Regence BlueShield of Idaho, Dental Blue Connect (Willamette) and United Heritage Life Insurance. The other City benefits such as Blue Cross Dental, United Heritage Long-Term Disability, Magnuson, McHugh & Company Flexible Spending Account, Gallagher Benefits HRA/VEBA Service Group and Reliant Behavioral Health have no changes.

History: The Medical Review Committee's goal is to minimize rate increases and strategically address employee cost sharing for medical benefits. The Committee, per contract, consists of representatives from the Lake City Employee's Association, Fire Union, Police Association, Non-represented and Exempt employees. Along with our broker, the Murray Group, the committee meets regularly throughout the year to understand market trends, review alternate plans and consider changes. This has been an exceptionally good year.

Financial Analysis: The following changes are effective October 1, 2017 through September 30, 2018. The minimal costs have been anticipated in the 2017-2018 approved financial plan.

- **Regence BlueShield of Idaho:** After transitioning to Regence last October, it has proven to be a very good year and Regence has given the City a rate pass which results in a 0% increase. The only change to both medical plan options is adding a 3rd tier for non-preferred brand name prescriptions which will be a \$30 co-pay. Regence agreed to add this benefit for no additional cost.
- **Dental Blue Connect (Willamette):** There is a 1.78% increase in premiums and no benefit changes.
- **United Heritage Life Insurance:** There is an additional \$50,000 added Occupational Death Benefit for ALL city employees. United Heritage agreed to add this benefit for no additional cost.

Performance Analysis: Once the new plan document contracts and rates are updated, they will be forwarded to the City for signatures.

Decision Point/Recommendation: The City Council is requested to approve the above benefit plan changes and renewal rates.

To: General Services
From: Melissa Tosi; Human Resources Director
Re: Lake City Employees Association Agreement
Date: September 11, 2017

Decision Point: The City Council is requested to approve the proposed negotiated Lake City Employees Association (LCEA) Agreement establishing a one year contract for compensation and benefits.

History: This Agreement shall be applicable to LCEA represented classifications for a term commencing October 1, 2017 and ending September 30, 2018. All prior resolutions between the City and LCEA will no longer be applicable.

Many of the updates throughout the agreement are housekeeping updates as the original agreement was created in 2008. The original agreement has four amendments with two extensions resulting in five additional years.

Financial Analysis: The following are the highlights regarding the negotiated agreement:

- Holiday: Exchange Birthday Holiday for December 24th;
- Sick Leave Repurchase: Contribute payout to tax-free HRA/VEBA plan instead of receiving a taxed check;
- HRA/VEBA Contribution: Increase from \$128 monthly to \$140 monthly and eliminate the \$5 per year increases;
- Term of Agreement: 1 Year.

The only additional financial expense with the proposed agreement with LCEA will be the increase in the HRA/VEBA monthly contribution for 179 employees which would be an annual increase of approximately \$25,776.

Performance Analysis: The negotiated agreement provides necessary clarity, consistency and equity.

Recommendation: The City Council is requested to approve the proposed negotiated Lake City Employees Association (LCEA) Agreement establishing a one year contract for compensation and benefits.

A G R E E M E N T

ARTICLE I	RECOGNITION
ARTICLE II	NON-DISCRIMINATION
ARTICLE III	RULES AND REGULATIONS
ARTICLE IV	SICK LEAVE
ARTICLE V	BEREAVEMENT LEAVE
ARTICLE VI	INJURY LEAVE
ARTICLE VII	VACATION
ARTICLE VIII	HOLIDAYS
ARTICLE IX	OVERTIME
ARTICLE X	WORK PERIOD
ARTICLE XI	STANDBY DUTY & CALLBACK PAY
ARTICLE XII	EMPLOYEE TOOLS
ARTICLE XIII	INSURANCE COVERAGE (Medical & Dental)
ARTICLE XIV	LIFE & DISABILITY INSURANCE
ARTICLE XV	WAGES
ARTICLE XVI	DUES DEDUCTION
ARTICLE XVII	TUITION REIMBURSEMENT PROGRAM
ARTICLE XVIII	BINDING AGREEMENT
ARTICLE XIX	SEVERABILITY
ARTICLE XX	CLASSIFICATION REQUIRED CERTIFICATION
ARTICLE XXI	JOB DESCRIPTIONS

COLLECTIVE BARGAINING AGREEMENT

between the

CITY OF COEUR D'ALENE

and the

LAKE CITY EMPLOYEES ASSOCIATION

PREAMBLE

The Agreement on wages, benefits, and working conditions is made and entered into this 19th day of September, 2017, by and between the City of Coeur d'Alene, hereinafter known as the City, and the Lake City Employees Association, hereinafter known as the Association, representing the classifications listed in ARTICLE XV, WAGES, SECTION 1. The terms and conditions of the Agreement shall be applicable to all employees in the listed classifications for a term commencing October 1, 2017 and ending September 30, 2018; PROVIDED HOWEVER, that this Agreement shall be subject to such changes or modifications as may be mutually agreed upon by the parties hereto. It shall be the obligation of the parties to negotiate in good faith after written notice, submitted no sooner than January 15, 2018, nor later than March 15, 2018, from the bargaining agent for meetings for collective bargaining.

ARTICLE I – RECOGNITION

SECTION 1. The City recognizes that the Lake City Employees Association has collectively chosen to retain Council 2 as their sole and exclusive representative in all Association business, as the Association deems necessary. All full-time and part-time benefited employees covered by the Lake City Employee's Association contract, regardless of their dues paying status, have the right to utilize or defer representative services at their discretion.

SECTION 2. The City and the Association agree to be bound by the terms and conditions of Coeur d'Alene Municipal Code Chapter 2.62.

SECTION 3 The City agrees to grant elected officials (president, vice-president, secretary, treasurer and e-board members) of the Association a combined maximum of ninety-six (96) hours off with pay in any fiscal year to attend or represent the Association or LCEA at business functions (examples of approved hours are described in (b) Association Business Functions). Hours shall be documented on payroll time records under the appropriate payroll code.

Notice and Authorization of Association Representatives: The Association agrees to provide an updated list to the Deputy City Administrator and Human Resources of who is authorized to represent the Association in any matters outlined in this document. An “authorized representative” is one who is appointed or elected by the Association. Prior supervisor approval shall be obtained for absences in accordance with department procedures from the work place. Absences from the work place and/or work duties of 15 minutes or more for the established Association activities and

Association business functions require supervisor notification and approval. Such approval shall not be unreasonably withheld.

(a) Association Activities (authorized representatives can perform in paid status due to mutual interest to resolve issues):

The Association agrees to conduct activities outside the normal City and Department business hours when possible. The Employer agrees that during scheduled working hours, on the Employer's premises and without loss of pay, authorized representatives shall be allowed to consult with the Employer, his/her representative(s), LCEA represented employees or Council 2 representatives concerning contract questions and problem solving in an effort to resolve issues at the lowest possible level. The representatives agree to first receive the approval from their Department Head or designee and to carry out these activities at times which are the least disruptive to the work place and without disrupting the regular functions of the department. Approval is not automatic and may be withheld due to workload, project deadlines or other as determined by the supervisor.

Examples of activities are as follows:

- Process grievances;
- Participate in hearings as a direct participant, i.e. as a witness, LCEA authorized representative involved. Notification will be given to the department of those requested to attend. Witnesses are those people who are testifying or about to testify at the hearing;
- Attend Labor/Management meetings;
- Attend negotiation meetings (only main negotiators at the table that are representing the Association);
- Distribute Association literature;
- Transmit communications, authorized by the authorized representative, to LCEA represented employees, Employer or his/her representative(s).
- Miscellaneous conversations regarding employee contacts, interpretations of benefits, potential grievances or similar issues.

(b) Association Business Functions (elected officials of the Association receive a combined maximum of ninety-six (96) hours off with pay in any fiscal year to attend or represent LCEA at Council 2 functions):

To insure adequate staffing, no more than ten percent (10%) of the employees in a department will participate in an association business function at one time. If a department has less than ten (10) employees, only one individual will be allowed to attend. Exceptions to the above limitations can be made by mutual agreement.

Example of business functions are as follows:

- Council 2 Conventions;
- Council 2 Executive Board Meetings/Training;
- Other functions that management agrees are beneficial to the City.

(c) Association Business:

The Association agrees to conduct Association business at times other than normal City business hours.

Examples of association business are as follows:

- General membership meetings;
- E-Board meetings;
- Elections.

ARTICLE II – NON-DISCRIMINATION

It is agreed that neither the City nor the Association shall discriminate in any way against any city employee or applicant for city employment because of race, color, religion, gender, national origin, age, sexual orientation, gender identity, veteran status, disability or any other applicable legally protected status.

ARTICLE III – RULES AND REGULATIONS

SECTION 1. It is agreed that the City shall inform the Association of any proposed changes to the Personnel Rules and Regulations at least ten (10) working days prior to consideration of such rule changes to the City Council. The City agrees to meet with the Association prior to Council action if so requested. Representatives of the Association shall be provided the opportunity to appear before the City Council to present the Association’s views regarding proposed changes to the Personnel Rules and Regulations.

SECTION 2. It is further agreed that specific rules delineated in subsequent sections of the Agreement shall not be changed without the written consent of the Association.

ARTICLE IV – SICK LEAVE

SECTION 1. It is agreed the sick leave policy contained in the Personnel Rules which by reference is made a part hereof, applies to all employees except as follows:

A. Employees with less than 720 hours accrued sick leave shall receive four (4) hours of vacation for each fiscal year quarter in which they did not use any sick leave. To be eligible the employee must:

- Have fewer than 720 accrued hours for each month of the quarter;
- Work the entire quarter.

B. Upon reaching 720 hours of accrued sick leave, employees shall be eligible for the following compensation method of sick leave accrual.

Employees having accumulated seven hundred and twenty (720) hours of sick leave shall be paid for thirty-three and one-third percent (33 1/3%) of the excess leave forfeited on October 1 each year, and such payment shall be contributed directly into the employee's HRA VEBA plan.

Upon retirement from the City of Coeur d'Alene, employees will be paid for one-third (1/3) of their accrued sick leave balance at the date of retirement up to a maximum of two hundred forty (240) hours.

Grandfathered "Option Two": This previous option is only available to those employees who had selected Option Two prior to October 1, 2017 and are now grandfathered for this compensation method of sick leave accrual. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code, the termination of an employee due to that employee's job being abolished, or the death of the employee, he/she or their beneficiary shall be paid for 35% of the employee's total accrued sick leave hours. For the purpose of computing compensation for accrued sick leave at retirement, sick leave shall be calculated as unlimited accrual, with City providing annual statement of banked sick leave hours to employee annually.

ARTICLE V – BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee or a possibility thereof, up to forty (40) hours of paid leave of absence shall be granted as time off with pay for the purpose of attending funeral services for the deceased relative and/or being in attendance at the relative's bedside.

Immediate 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.

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. If an employee is on vacation or sick leave at the time bereavement occurs, bereavement leave shall be paid and time off shall not be charged to vacation or sick leave until bereavement leave is exhausted.

ARTICLE VI – INJURY LEAVE

It is agreed that employees who incur an injury or illness on the job who are eligible for temporary time-loss payments under the Worker's Compensation Law (Idaho Code 72-301) who are temporarily unable to perform his/her normal duties, and who are also unable to perform light-duty work or for whom light duty work is not available, shall not have lost duty time deducted from his/her sick leave account for a period not to exceed six (6) months from the date of commencement and shall remain in paid status. All temporary time-loss payments received by the employee shall be

paid to the City as long as the employee is continuing to receive full base wages. Should the employee continue to be unable to return to work after six (6) months from the date of injury, 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 the employee is released for return to work. Accrued vacation leave may be used at the employee's discretion after sick leave is exhausted. It is further agreed that any employee in this program shall not accrue vacation or sick leave during their period of injury leave.

ARTICLE VII – VACATION

SECTION 1. It is agreed the vacation leave policy contained in the Personnel Rules which by reference is made a part hereof, applies with the following additions.

SECTION 2. The maximum accumulation of vacation will not exceed two hundred eighty (280) hours. Any employee with more than two hundred eighty hours of vacation leave as of October 1 (the first day of the City's fiscal year) shall utilize the excess leave before January 15 of the following calendar year, unless otherwise approved in writing by the Department Head and by the Human Resources Director.

ARTICLE VIII – HOLIDAYS

SECTION 1. It is agreed the holiday policy contained in the Personnel Rules which is by reference made a part hereof, applies with the following additions.

SECTION 2. It is agreed that when an employee is required to work on a holiday, the eight (8) hours of holiday pay is also counted towards the employees worked hours for that workweek.

SECTION 3. It is agreed the Association will not observe the employee's birthday but will observe December 24th. If December 24th falls on a Saturday or Sunday, the preceding Friday shall be observed.

ARTICLE IX – OVERTIME

It is agreed that all overtime shall be compensated in accordance with the Personnel Rules which by reference is made a part hereof.

ARTICLE X – WORK PERIOD

A work period shall be defined as seven (7) consecutive days beginning on Friday at midnight unless an alternate work period is established by the Department Head in accordance with Fair Labor Standards Act Regulations.

A. Regular Work Schedule. All full-time employees' work schedules shall provide for a fifteen (15) minute rest period during each half shift. All full-time employees shall be scheduled to work on a regular work schedule except as provided below in the section entitled "Alternative Work Schedules." A regular work schedule shall have regular starting and quitting times and shall consist of eight (8) hours per day. For employees working on a regular work schedule, authorized work

performed in excess of eight (8) hours per day shall be paid at overtime wages or, if the employee requests, they may receive compensatory time in lieu of overtime. All overtime must be authorized in advance by the employee's supervisor.

B. Alternative Work Schedule. The Employer may establish an alternative work schedule other than a regular work schedule. Alternative work schedules shall be based upon a forty (40) hour work period and may consist of more than eight (8) hours per day. Overtime shall consist of authorized work in excess of forty (40) hours in the work period. An example of an alternative work schedule is a shift consisting of ten (10) hours per day for four (4) consecutive days in a work period.

C. If possible, a two week notice will be given when changing work schedules unless management deems it necessary due to a known absence of an employee for a minimum of twenty-eight days, or an employee attending training, or during an unforeseen business/activity, emergency or manpower shortage.

ARTICLE XI – STANDBY DUTY & CALLBACK PAY

A. Definitions.

- 1) Standby Employee: An employee designated by their Department Head or Supervisor to be available, and required, to return to duty as quickly as possible in the interest of efficient and effective municipal operations. A standby employee is not eligible for call back pay.
- 2) Callback: Irregular or occasional work performed by an employee on a day when no work is scheduled or at a time that requires the employee to return to the place of employment from an off-duty status.

B. Standby. It is agreed that a standby employee shall be compensated based on the following rates:

- 1) Weekday Standby (M-F): .125 hours each required standby hour.
Example: 16 standby hours = 2 hours standby pay, 14 standby hours = 1.75 hours of standby pay.
- 2) Weekend (Sat.-Sun.) & Holidays Standby: .167 hours each required standby hour.
Examples:
 - No scheduled work is 24 standby hours at .167 = 4 hours standby pay
 - Scheduled eight hours is 16 standby hours at .167 = 2.75 hours standby pay.
 - Scheduled three hours is 21 standby hours at .167 = 3.5 hours standby pay.

Standby pay:

- Shall be compensated at the rate of one and one-half hours regular pay or compensatory time off.
- Regularly scheduled hours are not considered standby compensable.

- Is rounded to the nearest quarter of an hour.
- When an employee is called out while on standby, compensation shall be paid pursuant to the overtime rules in the Personnel Rules.

C. Callback. An employee called back to work outside of their scheduled work shift shall be compensated in the following manner:

- Paid a minimum of three (3) hours straight time or one and one-half (1.5) times their base rate for all hours worked, whichever is greater.
- Within one hour of scheduled work shift: employee does not qualify for call back pay and will work the total number of hours normally scheduled for the day or will be paid at the overtime rate for the hours worked in excess of their normally scheduled hours pursuant to the overtime rules in the Personnel Rules.
- Employees on adjusted work schedule: eligible for overtime pursuant to the overtime rules in the Personnel Rules for work in excess of 40 hours in a work period. Actual time worked will include credit for time spent from the time employee receives the callback until they complete the assignment.

ARTICLE XII – EMPLOYEE TOOLS

Employee Responsibility/Intent: All City of Coeur d’Alene Street Department mechanics recognize at the time of employment that they are required to maintain a supply of hand tools for their related position and job duties.

Breakage and Wear: The City of Coeur d’Alene agrees to replace or repair such tools with same or like quality tools if the broken or worn parts are turned in.

Consumable Tools: The City of Coeur d’Alene will replace broken consumable tools such as, drill bits, taps and dies, easy outs, carbide burrs, etc.

Tool Inventory: It is the employee’s responsibility to supply to the City of Coeur d’Alene Finance Director a complete up-to-date inventory of all current personal tools used by the employee in the course of their duties. The City of Coeur d’Alene will require all current and future Street Department mechanics to supply a current up-to-date tool inventory list at the beginning of employment. These personal tools are stored by the employees at the Street Department shop facility. The employees will be responsible to supply the City of Coeur d’Alene a revised, up-to-date, inventory list twice yearly. The employee may, at any time, update their tool inventory list at their discretion. The employee must keep a copy of the original and any revisions. The City of Coeur d’Alene will not be responsible for the repair or replacement of any tool covered under this tool policy that has not been identified by the employee on the current supplied inventory list. To verify the employee’s inventory, the City of Coeur d’Alene, may at any time, see the need for an occasional inspection of an employee’s tool list to ensure the credibility of the inventory. An unbiased observer shall be present at the time of the inspection. If any tool is not available on request at the time of the inspection, the employee has twenty four (24) hours to show ownership and make the tool available for verification. The personal inventory must be signed and dated by the employee and any revisions that follow.

Tool Insurance: Fire and theft insurance shall be the responsibility of the City of Coeur d'Alene.

ARTICLE XIII – INSURANCE COVERAGE

SECTION 1. It is agreed that the CITY shall provide a medical insurance program for the employees and their eligible dependents during the term of this Agreement. One hundred (100%) of the employee's health insurance premium will be borne by the City for single employee plan coverage only. Employees shall pay a minimum of 5% of the total employee selected medical insurance premium when including IRS eligible dependents on the medical plan and when premiums change, the employee shared premium adjustment will be made accordingly.

Currently, the City's medical plan renewal is on October 1 of each Fiscal Year. If premium increase quotes from the insurance companies are greater than 7.5% over the previous year, the following will be implemented in an attempt to reduce the increase in premium cost:

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 increase for emergency room, doctor's visits or prescriptions are not sufficient to reduce the premium increase cost to the City to 7.5% or less, the City shall also increase the employee responsibility to 25% of the premium net increase, in addition to the 5% of the total premium the employee is already responsible for.
3. If this does not reduce the City's responsibility of the premium increase to 7.5% or less, the medical insurance review committee, hereafter referred to as "Committee," will be "activated". The Committee will review possible changes or alternate plans. The medical plan and the employee contributions amount will stay the same until completion of the Committee review and final decision.
4. Any savings in premiums greater than 2% of the previous year's premium will be reallocated through the HRA/VEBA to all regular 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 exempt 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 7.5% or less over the previous year. A decision by the Committee shall be made by September 1st of the year in which the Committee is activated. The decision reached will be implemented October 1st. If consensus is not reached or the Association 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 and the Association agrees to work in a good faith effort with the City to reach an agreement on or before September 30th.

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

SECTION 3. 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 medical and dental insurance plan until that employee becomes eligible for Medicare or Medicaid. 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 medical 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. The employee may elect to have the premiums paid from funds which the employee is entitled to receive under Grandfathered "Option Two" of Article IV, Section 1(B), until such time as their sick leave accrual funds are exhausted.

SECTION 4. Effective October 1, 2017, the City will contribute \$140.00 per month to the employee's HRA/VEBA.

SECTION 5. It is agreed that the City shall contribute one hundred percent (100%) and maintain and/or enhance the current level of benefits for the premium for dental insurance for the employee and their eligible dependents during the term of this Agreement.

SECTION 6. The City agrees to contribute One Thousand Dollars (\$1,000) annually for an individual employee deductible and Two Thousand Dollars (\$2,000) annually for an employee family deductible into the employees 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.

ARTICLE XIV – LIFE AND DISABILITY INSURANCE

SECTION 1. It is agreed that the City will provide life insurance for employees and dependents as follows:

Employee Life Insurance	\$50,000
Dependent Life Insurance	\$ 1,000
Accidental Death & Dismemberment Insurance - Employee Only	\$50,000

SECTION 2. It is agreed that the City will provide disability insurance for employees which would provide a disabled employee a minimum of sixty (60%) percent of base pay for up to the Social Security normal retirement age after sixty (60) days lost time. All accrued sick leave shall be used before insurance compensation begins. 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 wages 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. No vacation or sick leave shall accrue after sixty (60) days of absence.

ARTICLE XV – WAGES

SECTION 1. Effective October 1, 2017, the wage level established for the following classifications are represented by the Lake City Employees Association:

CLASSIFICATION & LEVEL

Building Inspector/Plans Examiner	12	Field Supervisor	12
Permit Technician	8	Lead Field Worker	11
Plumbing/Mechanical Bldg Inspector	12	Lead Traffic Tech./Electrician	11
Senior Building Inspector	14	Heavy Equipment Operator	10
Engineering Technician	11	Mechanic	11
Public Works Inspector	12	Shop Supervisor	13
Lead Utility Billing Specialist	9	Chief Operator	14
Accounting Specialist	10	Collection Operator II	10
Utility Billing Specialist	8	Collection Operator III	11
Administrative Support I/Rec.	5	Collection Superintendent	14
Administrative Support Specialist II	8	Compost Facility Lead	11
Customer Service Support Specialist	8	Compost Facility Operator	10
Administrative Assistant	10	Laboratory Analyst	11
Community Trails Coordinator	10	Laboratory/Pretreatment Supervisor	15
Custodian	4	Wastewater Maintenance Mechanic	11
Lead Maintenance Worker	10	Wastewater Field Inspector	12
Maintenance Worker	9	Wastewater Operator III	12
Sprinkler/Irrigation Specialist	10	Wastewater Operator II	10
Urban Forester Coordinator	10	Drafter	10
Planner	12	Utility Supervisor	12
Planning Technician	9	Utility Worker I	9
Ball Field Maintenance Worker	7	Utility Worker II	10
Recreation Leader	10		

NOTE: Any updates in classifications and compensation are subject to council approval.

SECTION 2. Except as provided in Article XV, Section 6, it is agreed that pay increases will occur as follows with standard or above performance evaluations: five (5%) percent increase at 1 year; five (5%) percent increase at year two; five (5%) percent increase at year three ; five (5%)

percent increase at year four; five (5%) percent increase at year five; five (5%) percent increase at year seven; five (5%) percent increase with at year nine.

The Lake City Employee Association accepts the attached wage spreadsheet schedule for Section XV for the duration of this contract. 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 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.

1 year	2 years	3 years	4 years	5 Years	6 Years	7 Years	8 Years	9 Years
5%	5%	5%	5%	5%	No	5%	No	5%
Increase	Increase	Increase	Increase	Increase	Increase	Increase	Increase	Increase

SECTION 3. Effective October 1, 2017, the City will provide a cost of living increase based upon the July “Consumer Price Index (CPI) for All Urban Consumers (CPI-U): U.S. city average” for the preceding 12-month period with a two percent (2%) minimum and a three percent (3%) maximum.

SECTION 4. All promotions will receive a ten (10%) percent increase not to exceed the classification wage maximum and shall be at least equal to the minimum rate of the appropriate wage level upon appointment. Credit for City service shall stay in effect when determining eligibility for additional five (5%) percent increases based on the service time wage increase sequence. Increases must be at least twelve (12) months apart.

SECTION 5. SHIFT DIFFERENTIAL: In addition to the established wage rates, the employer shall pay an hourly premium for the following: All hours worked on a regular scheduled shift beginning between 3:00 p.m. and 12:00 midnight shall be paid an additional twenty-five cents (\$.25) per hour. All hours worked on a regular scheduled shift beginning between 12:00 midnight and 3:59 a.m. shall be paid an additional fifty cents (\$.50) per hour.

SECTION 6. EDUCATIONAL INCENTIVE PAY: It is agreed that employees who earn or who have earned degrees from accredited colleges outside the City’s tuition reimbursement program/plan that is not a requirement of the position shall be paid the following which is in addition to base wage:

Associates Degree	.19/hour
Bachelor’s Degree	.37/hour
Master’s Degree	.47/hour

SECTION 7. LICENSE/CERTIFICATION PREMIUMS. It is agreed that employees shall be eligible for additional compensation when attaining the license and/or certification on October 1, 2017 or thereafter and maintaining the license and/or certification in accordance with the following:

As of October 1st 2017, the following conditions apply:

1. Licenses/certificates: Employee must obtain prior approval by the Department Head.
2. The licenses/certifications must be applicable to the work performed by the department and shall not be a requirement included in the employee's position classification.
3. Licenses and/or certifications set forth as a minimum requirement in a position classification are not eligible for this premium.
4. Only regular benefited, non-probationary employees are eligible.
5. The premiums are one time payouts and the amount determined by the category is paid for each certification received.
6. The employee requesting any premium will provide necessary documentation to the Department Head for review to determine eligibility. The Department Head will forward approval to Human Resources for the one-time wage premium compensation.
7. The examples are illustrative only and licenses/certifications are not limited to the list below:

Eligible licenses/certifications

Category I - \$100.00

(Requires 25 hrs or less prep time on or off work)

Permit Tech-(ICC)
Landscape Tech
Softscape Installation
Hardscape Installation
Turf Maintenance
Irrigation Installation
Flagger Certification
Commercial Drivers License –Class “B”

Category II - \$200.00

(Requires 25 to 45 hrs prep time on or off work)

Backflow Certification
Playground Safety Inspection Certification
Certified Arborist
Plumbing Inspector-(ICC)
Electrical Inspector-(ICC)
Fire Inspector I-(ICC)
Fire Inspector II-(ICC)
Residential Plans Examiner-(ICC)
Mechanical Inspector Residential-(ICC)
Building Inspector Residential-(ICC)
Road Scholar Certification Program
Pesticide Applicators License
Commercial Drivers License--Class “A”

Category III - \$250.00

(Requires 45 to 80 hrs prep time on or off work)

Class II Treatment or Lab Analyst-(license)

Class II Collection or Distribution-(license)

Accessibility Inspector-(ICC)

Building Inspector Commercial-(ICC)

Mechanical Inspector Commercial-(ICC)

Plans Examiner IBC-(ICC)

Road Master Scholar Certification Program

Category IV - \$450.00

(2 yrs of post High School Education, 4 yrs related experience, 2 yrs of supervising personnel and successfully past the required test)

Traffic Control Professional Technician

Class III Treatment of Lab Analyst-(license)

Class III Collection or Distribution-(license)

Category V – \$550.00

(4 yrs of post High School Education, 4 yrs related experience, 2 yrs of supervising personnel and successfully past the required test)

American Institute of Certified Planners (AICP) Certification

Class IV Treatment or Lab Analyst-(license)

Class IV Collection or Distribution-(license)

ARTICLE XVI – DUES DEDUCTION

The City shall remit on or before the first day of the following month at the place and address directed in writing by the Association, Association dues which are withheld from the pay of requesting employees. Requesting employees shall file a written authorization approving the deduction and remittance from their pay for said dues.

ARTICLE XVII – TUITION REIMBURSEMENT PROGRAM

The City agrees to reimburse employees one-hundred percent (100%) of the cost of tuition and/or registration fees for any courses approved in advance by the Human Resources Director, which are directly related to the employee's present position or expected promotional position, but which courses are not required by the City and are attended upon the employee's personal volition. All books, supplies and travel expenses shall be paid by the employee and the approved courses shall be taken outside of regularly scheduled working hours of the employee. Reimbursement shall be made upon satisfactory completion of the course; "satisfactory completion" shall mean a grade of "C" or better.

ARTICLE XVIII – BINDING AGREEMENT

This agreement and all exhibits hereto embody the entire agreement of the parties for the term set forth in the Preamble.

ARTICLE XIX – SEVERABILITY

If an article, or portion thereof, of this Agreement is found to be in conflict with any statute or regulation of the United States or the State of Idaho, by a court of competent jurisdiction, such articles, or portions of articles, shall be deemed null and void and of no further effect. However, such articles or portions of articles shall be severable from the remainder of this Agreement, and all other provisions hereof shall continue in full force and effect. The parties agree immediately to negotiate a substitute for invalidated Article, Section or portion thereof.

ARTICLE XX – CLASSIFICATION REQUIRED CERTIFICATION

It is agreed that when a classification required certification or certification renewal is approved for payment, the City will pay the certification provider the incurred cost one time only. Therefore, if the employee is not successful in obtaining the certification during the initial process or not successful in the renewal process, any further cost is at the employee’s expense.

ARTICLE XXI – JOB DESCRIPTIONS

All essential job duty changes that would increase/decrease responsibility level of the position or changes to the acceptable experience and training or special qualifications to any LCEA Represented classifications/job descriptions shall be presented to the LCEA Executive Board prior to implementation for their review and comments.

Nick Goodwin, President

Steve Widmyer, Mayor

ATTEST:

Jason, Hendricks, Vice President

Renata McLeod, City Clerk

ACKNOWLEDGED BY:

Gordon Smith, Council 2



To: General Services

From: Melissa Tosi; Human Resources Director

Re: Extensions with Police Officer Association and Police Captains

Date: September 11, 2017

Decision Point: The City Council is requested to approve one year extensions with the Police Officer Association and both Police Captains, Steve Childers and David A. Hagar. The extensions to the Police Officer Association Agreement and the Police Captains Memorandum of Understandings (MOU) will extend their current compensation and benefits for one year.

History: The Police Officer Association Agreement and Police Captain MOU's are all set to expire September 30, 2017. The City, Association and Captains have all determined that it is in their mutual best interest to formally extend the current Agreement and MOU's for one year without prejudice or penalty to either party. As a result, the Agreement and MOU's would expire September 30, 2018.

Financial Analysis: The terms and conditions of the Agreement and MOU's shall remain unchanged and therefore there are no additional expenses with the extensions.

Performance Analysis: The negotiated Agreement and MOU's provide competitive compensation and benefits for one additional year and will be re-evaluated with all the collective bargaining groups in 2018.

Recommendation: The City Council is requested to approve the one year extensions with the Police Officer Association and both Police Captains, Steve Childers and David A. Hagar, extending their current compensation and benefits for one year.

AGREEMENT

THIS AGREEMENT is made and dated this 19th day of September, 2017, by and 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 the Coeur d'Alene Police Officer Association, an organization duly organized and existing under the laws of the state of Idaho, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the City and the Association entered into an Agreement governing labor relations on November 6, 2012, hereinafter referred to as the "Agreement;" and

WHEREAS, the Agreement expires on September 30, 2017; and

WHEREAS, Article XXXII of the Agreement provides that "[i]f a new agreement has not been reached between the CITY and the ASSOCIATION upon expiration of this agreement, this agreement will remain in effect and unchanged until a new agreement is reached;" and

WHEREAS, the parties to the Agreement have determined that it is in their mutual best interest to formally extend the Agreement for one year without prejudice or penalty to either party.

NOW, THEREFORE,

1. Article XXXII of the Agreement is hereby amended to read as follows:

SECTION 1. This Agreement shall be effective as of the first day of October, 2012, and shall remain in full force and effect until the 30th day of September, 2018. If a new agreement has not been reached between the CITY and the ASSOCIATION upon expiration of this agreement, this agreement will remain in effect and unchanged until a new agreement is reached.

2. In all other respects, the terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Mayor and City Clerk of the city of Coeur d'Alene have executed this Agreement on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Association has caused the same to be signed by its President, attested by its Secretary, the day and year first above written.

CITY OF COEUR D'ALENE:

COEUR D'ALENE POLICE ASSOCIATION:

By _____
Steve Widmyer, Mayor

By _____
_____, President

ATTEST:

By _____
Renata McLeod, City Clerk

By _____
_____, Secretary

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING is made and dated this 19th day of September, 2017, by and 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 the Police Department Captains, hereinafter known as "Captains," with the exception of Captain David A. Hagar who is subject to a separate Memorandum of Understanding.

WITNESSETH:

WHEREAS, the City and Captains entered into a Memorandum of Understanding governing labor relations on December 16, 2014; and

WHEREAS, the Memorandum of Understanding expires on September 30, 2017; and

WHEREAS, the parties to the Memorandum of Understanding have determined that it is in their mutual best interest to formally extend the Memorandum of Understanding for one year without prejudice or penalty to either party.

NOW, THEREFORE,

1. The second sentence of the introductory paragraph of the Memorandum of Understanding is hereby amended to read as follows:

The understanding shall be applicable to Captains for a term commencing October 1, 2014, and ending September 30, 2018, except as specifically provided herein.

2. In all other respects, the terms and conditions of the Memorandum of Understanding shall remain unchanged.

IN WITNESS WHEREOF, the Mayor and City Clerk of the city of Coeur d'Alene have executed this Memorandum of Understanding on behalf of said City, the City Clerk has affixed the seal of said City hereto, and Captain Steve Childers has executed the same on behalf of Captains, the day and year first above written.

CITY OF COEUR D'ALENE:

CAPTAIN:

By _____
Steve Widmyer, Mayor

By _____
Steve Childers

ATTEST:

By _____
Renata McLeod, City Clerk

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING is made and dated this 19th day of September, 2017, by and 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 the Police Department Captain David A. Hagar, hereinafter known as "Captain."

W I T N E S S E T H:

WHEREAS, the City and Captain entered into a Memorandum of Understanding governing labor relations on February 2, 2016; and

WHEREAS, the Memorandum of Understanding expires on September 30, 2017; and

WHEREAS, the parties to the Memorandum of Understanding have determined that it is in their mutual best interest to formally extend the Memorandum of Understanding for one year without prejudice or penalty to either party.

NOW, THEREFORE,

1. The second sentence of the introductory paragraph of the Memorandum of Understanding is hereby amended to read as follows:

The understanding shall be applicable to David A. Hagar for a term commencing March 7, 2016 and ending September 30, 2018, except as specifically provided herein.

2. In all other respects, the terms and conditions of the Memorandum of Understanding shall remain unchanged.

IN WITNESS WHEREOF, the Mayor and City Clerk of the city of Coeur d'Alene have executed this Memorandum of Understanding on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Captain has caused the same to be signed, the day and year first above written.

CITY OF COEUR D'ALENE:

CAPTAIN:

By _____
Steve Widmyer, Mayor

By _____
David A. Hagar

ATTEST:

By _____
Renata McLeod, City Clerk

To: General Services
From: Melissa Tosi; Human Resources Director
Re: Personnel Rule Amendment
Date: September 11, 2017

Decision Point: The City Council is requested to approve the below amendments to Rule XXV and XXVI, specific to department heads and exempt employees.

Amending Rule XXV: Appointed Officers and Department Heads

- Section 3. Conditions of Employment, (e) Application of Personnel Rules, (6) Rule XI, Section 9, Holidays; No longer observe the birthday holiday but will observe December 24th.

Amending Rule XXVI: FLSA Exempt Employees

- Section 2. Definitions: Add Building Official and City Engineer/Lead Project Manager as housekeeping updates. Add Parks Superintendent and Recreation Superintendent due to their management functions within their departments.
- Section 3. Conditions of Employment, (e) Holidays; No longer observe the birthday holiday but will observe December 24th.

History: The employees that fall under the department head rule and exempt employee rule were polled and were in favor of no longer observing the birthday holiday and in exchange would prefer to observe December 24th. This would also create consistency among the Lake City Employees Association employees which have also updated their collective bargaining agreement to observe December 24th instead of the employees birthday.

Additionally, the titles of Building Official and City Engineer/Lead Project Manager need to be added to the definition. These positions are currently exempt but their position title is not included in the current definition language. The Parks Superintendent and Recreation Superintendent have been added to the list of FLSA exempt employees due to their primary management responsibilities on matters of significance. These positions would change from hourly to salaried.

These proposed amendments have been discussed with the executive team, emailed to all the exempt employees and posted for all employees to review. The Parks Superintendent and Recreation Superintendent are also supportive of their designation change to exempt.

Financial Analysis: There are no hard costs associated with this Personnel Rule Amendment.

Performance Analysis: By having a set holiday like December 24th, it will streamline the holiday tracking for managers and Human Resources as well as provide an observed holiday of greater significance to a majority of our employees. The purpose of these amendments is to provide an accurate and consistent policy for all employees to follow.

Recommendation: The Council is requested to approve the proposed amendments to Rule XXV and XXVI, specific to department heads and exempt employees.

RULE XXV: APPOINTED OFFICERS AND DEPARTMENT HEADS

SECTION 1. Purpose/Intent

The purpose of this rule is to establish consistent rules and policies for appointed officers and Department Heads as defined herein.

SECTION 2. Definitions

For the purposes of this section, the following terms have the following meanings:

- (a) Appointed Officers: The City Administrator, City Attorney, City Clerk and City Finance Director.
- (b) Department Heads: All appointed officers and the Building Services Director, Community Planning Director, Deputy City Administrator, Engineering Services Director, Fire Chief, Human Resources Director, Library Director, Parks and Recreation Director, Police Chief, Street Superintendent, Wastewater Superintendent and Water Superintendent.
- (c) City Administrator: The person appointed by the Mayor and approved by the City Council to fill the position of City Administrator in the adopted classification and compensation plan.
- (d) Library Director: The person appointed by the Library Board of Trustees to fill the position of Library Director in the adopted classification and compensation plan.

SECTION 3. Conditions of Employment

- (a) FLSA Exempt: Department Heads are executive exempt employees under the Fair Labor Standards and are ineligible to receive compensatory or overtime pay.
- (b) At Will: Unless specifically agreed to in writing and approved by the city council, Department Heads are at-will employees, with no right to continued employment or employment benefits. This section is not a contract of employment and is not intended to specify the duration of employment or limit the reasons for which a Department Head may be discharged. All provisions of this section will be interpreted in a manner consistent with this paragraph. In the event of any irreconcilable inconsistencies, the terms of this paragraph will prevail. Only a written contract expressly authorized by the city council can alter the at-will nature of Department Heads employment by the City, notwithstanding anything said by the Mayor or City Council. The framework for disciplinary actions and termination contained in this section guides the processes to be taken when a Department Head violates employment policies or fails to adequately perform his/her duties but are not required. Similarly, progressive steps may be implemented in order to encourage improved performance or attitude, but are not required.
- (c) Residency: At the discretion of the City Administrator, Department Heads may be required to reside within a twenty (20) minute driving response time to the city

- limits.
- (d) Duties: Department Head duties and responsibilities are outlined in the adopted job description for each position.
- (e) Application of Personnel Rules: Department Heads are subject to the following personnel rules unless otherwise modified by this section:
- (1) Rule 1, Section 11, Standards of Conduct;
 - (2) Rule XI, Section 3, Sick Leave;
 - (3) Rule XI, Section 4, Bereavement Leave;
 - (4) Rule XI, Section 5, Military Leave;
 - (5) Rule XI, Section 7, Witness and Jury Leave;
 - (6) Rule XI, Section 9, Holidays;
 - (i) Department Heads will not observe the birthday holiday but will observe December 24th.
 - (ii) If December 24th falls on a Saturday or Sunday, the preceding Friday shall be observed.
 - (7) Rule XI, Section 11, Family and Medical Leave;
 - (8) Rule XI, Section 12, Retirement Medical Benefit;
 - (9) Rule XVIII, City Property;
 - (10) Rule XIX, Authorization and Procedures for Expense Reimbursement;
 - (11) Rule XXI, Drug Policy;
 - (12) Rule XXIII, Prohibition against Harassment and Violence in the Workplace; and
 - (13) Any other rule that, by its terms, is specifically applicable to Department Heads.
- (f) In addition to the personnel rules listed above, Department Heads must follow all policies and procedures applicable to them that are approved by the city council by resolution.

SECTION 4. Initial Appointment

- (a) Appointment:
- (1) Department Heads (Excluding Appointed Officers and Library Director): Department Heads are appointed by the City Administrator in consultation with the Mayor and the Human Resources Director. The Mayor and a representative of the City Council may serve on the selection committee.
 - (2) Library Director: The Library Director is appointed by the Board of Library Trustees as provided by I.C. 33-2607 and 33-2608.
 - (3) Appointed Officers: Appointed officers are appointed by the Mayor and confirmed by the City Council as provided by I.C. 50-204 and 50-205. In selecting a candidate for appointment the Mayor will consult with the Human Resources Director.
- (b) Compensation: Department Heads will be appointed and paid a salary within the range identified in the currently adopted classification and compensation plan.
- (c) Promotional Appointments: Current city employees who are promoted to a Department Head position will receive a minimum of a 10% salary increase and must use any accrued compensatory time at a rate of at least 40 hours a year until the accrued compensatory leave balance is exhausted.

- (d) Vacation Accrual Credit for Past Work Experience: A newly hired Department Head may be given credit for vacation accrual based on past similar work experience. In order to qualify, the new Department Head must provide their previous job description and any other relevant information to the Human Resources Director who will review the information to determine if the prior position was sufficiently similar to the adopted job description for the position to warrant vacation accrual credit for the past work experience.

SECTION 5. Benefits

- (a) Vacation:
- (1) Accrual Rate: Vacation leave for Department Heads will accrue as follows:
 - (i) 1st through 3rd Year of Service: 8 hours of leave accrues for each complete month of service; accrued at a rate of four (4) hours per pay period.
 - (ii) 4th through 10th Year of Service: 12 hours of leave accrues for each complete month of service; accrued at a rate of six (6) hours per pay period.
 - (iii) 11th through 15th Year of Service: 16 hours of leave accrues for each complete month of service; accrued at a rate of eight (8) hours per pay period.
 - (iv) 16 or More Years of Service: 20 hours of leave accrues for each complete month of service; accrued at a rate of ten (10) hours per pay period.
 - (2) Existing Accrual Rate: Department Heads currently accruing leave at a higher rate will continue to accrue leave at their current rate. Future accrual increases will be based on the schedule above.
 - (3) Maximum Vacation Accrual: Department Heads may not accumulate more than 320 hours of vacation leave. Any excess vacation leave as of October 1st of each year will be forfeited unless used by January 15th of the following year unless otherwise approved by the City Administrator in writing.
 - (4) Vacation Accrual During Leave: No vacation leave will be accrued after 60 consecutive days of absence.
 - (5) Reporting Usage: Vacation usage must be reported on time records in half day increments.
- (b) Sick Leave:
- (1) Accrual Rate: Department Heads will accrue ten (10) hours for each month of service; accrued at a rate of five (5) hours per pay period.
 - (2) Reporting Usage: Sick leave usage must be reported on time records in half day increments.
 - (3) Sick Leave Bank: Department Heads are eligible to participate in the sick leave bank.
 - (4) Maximum Sick Leave Accrual: Department Heads may not accumulate more sick leave than is allowed for other employees as outlined in Rule XI, Section 3. Department Heads may select either of the two options for

compensation for excess sick leave contained in Rule XI, Section 3. Sick leave accruals paid out at retirement will be deposited into the Department Head's VEBA account.

- (c) Compensation/Performance Based Salary Increases:
 - (1) Department Heads (Excluding City Administrator and Library Director): All Department Heads are eligible for a pay increase of up to 8% twelve months after their appointment date and annually thereafter based on a performance evaluation by the City Administrator. The City Administrator will consult with the Human Resources Director in performing the evaluation. If the Department Head disagrees with the evaluation, the Department Head may request that the Mayor review the evaluation.
 - (2) City Administrator: The City Administrator is eligible for a pay increase of up to 8% twelve months after his or her appointment date and annually thereafter based on a performance evaluation by the Mayor. The Mayor will consult with the Human Resources Director in performing the evaluation.
 - (3) Library Director: The Library Director is eligible for a pay increase of up to 8% twelve months after his or her appointment date and annually thereafter based on a performance evaluation by the library board of trustees in conjunction with the City Administrator.
 - (4) Maximum Salary: Department Head salaries cannot exceed the maximum amount authorized in the currently adopted classification and compensation plan.
- (d) Cost of Living Increases: In addition to performance-based salary increases, Department Heads will receive annual cost of living increases of up to 3% based on the July "Consumer Price Index (CPI) for All Urban Consumers" based on the U.S. City average for the preceding 12-month period. Cost of living increases will be effective on October 1st.
- (e) Car Assignment: The City Administrator will authorize car assignments based upon adopted city policies for vehicle assignment and usage. The Department Head must follow all adopted city policies for vehicle usage.
- (f) Severance: The city will provide four (4) months of salary and continuation of the benefits listed in subsection (5)(g) below, to Department Heads except when the Department Head voluntarily retires or resigns or is discharged from employment during the first year of employment or as a result of a felony conviction.
- (g) Additional Benefits: Department Heads will receive the same VEBA, medical, dental and vision insurance, Social Security (F.I.C.A.), PERSI, life insurance, and long term disability insurance authorized by the council for the employees represented by LCEA.

SECTION 6. Organization and Supervision

- (a) Department Heads (Excluding Appointed Officers and Library Director): Department Heads are supervised by the City Administrator.
- (b) Library Director: For organizational purposes, the Library Director coordinates

work assignments and reports to the City Administrator. However, the Library Director serves at the pleasure of the Board of Library Trustees and is supervised and evaluated by the Board.

- (c) Appointed Officers (Excluding the City Administrator): For organizational purposes, the appointed officers (excluding the City Administrator) coordinate work assignments, report to, and receive performance evaluations from the City Administrator. However, appointed officers serve at the pleasure of the Mayor and City Council.
- (d) City Administrator: The City Administrator reports to, and is supervised by, the Mayor. The City Administrator serves at the pleasure of the Mayor and City Council.

SECTION 7. Termination of Employment

- (a) Department Heads (Excluding Appointed Officers and Library Director): Department Heads may be terminated by the City Administrator in consultation with the City Attorney and Human Resources Director. The Department Head may request that the Mayor review the decision to terminate his or her employment prior to the termination becoming final by filing a written request with the Human Resources Director within 2 business days after receiving written notice of the City Administrator's decision to terminate his or her employment. The Department Head will be allowed to address the Mayor and present information concerning his or her pending termination. The Mayor will render a decision within 2 business days.
- (b) Appointed Officers: Appointed officials will be terminated in accordance with I.C. 50-206. The Mayor and/or City Council will make the determination to terminate the appointed officer in consultation with the City Attorney and Human Resources Director. Prior to the City Council's vote to approve the Mayor's termination of an appointment officer or to initiate the termination of an appointed officer, the officer will be provided with an opportunity to address the Mayor and City council and present information concerning his or her pending termination.
- (c) Library Director: The Library Director may be terminated by the Library Board of Trustees in consultation with the City Attorney, Human Resources Director and City Administrator consistent with the Board of Trustees' adopted by-laws and I.C. 33-2606 and I.C. 33-2608.

RULE XXVI: FLSA EXEMPT EMPLOYEES

SECTION 1. Purpose/Intent

The purpose of this rule is to establish consistent rules and policies for FLSA exempt employees other than Department Heads.

SECTION 2. Definitions

For the purpose of this section, the following term has the following mean:

- (a) **FLSA Exempt:** Employees responsible for management within a city department, and under the day to day guidance of the Department Head, includes the following positions: Assistant Street Superintendent, Assistant Wastewater Superintendent, Assistant Water Superintendent, Senior Planner, Attorneys, Deputy Finance Director, Deputy Fire Chiefs, Deputy Library Director, IT Network Administrator, IT Database Application Developer, Police Captains, Project Coordinator, Assistant Project Manager, Project Managers, Building Official, City Engineer/Lead Project Manager, Parks Superintendent, Recreation Superintendent and Capital Program Manager.

SECTION 3. Conditions of Employment

- (a) **FLSA Exempt:** FLSA exempt employees are classified as exempt employees under the Fair Labor Standards Act and are ineligible to receive compensatory or overtime pay.
- (b) **Residency:** At the discretion of the city administrator, certain FLSA exempt employees may be required to reside within a twenty (20) minute driving response time to the city limits.
- (c) **Duties:** FLSA exempt employees' duties and responsibilities are outlined in the adopted job description for each position.
- (d) **Application of Personnel Rules:** FLSA exempt employees are regulated by the personnel rules except as specifically provided by this rule or as otherwise provided by a written agreement.
- (e) FLSA exempt employees follow the observed Holidays listed in Rule XI, Section 9, with the following exception:
 - (1) FLSA exempt employees will not observe the birthday holiday but will observe December 24th.
 - (2) If December 24th falls on a Saturday or Sunday, the preceding Friday shall be observed.
- (fe) In addition to the personnel rules, FLSA exempt employees must follow all policies and procedures applicable to them that are approved by the City Council by resolution.

SECTION 4. Appointment

- (a) Compensation: FLSA exempt employees will be appointed and paid a salary within the range identified in the currently adopted classification and compensation plan.
- (b) Promotional Appointments: Current city employees who are promoted to a FLSA exempt position will receive a minimum of a 10% salary increase and must use any accrued compensatory time at a rate of at least 40 hours a year until the accrued compensatory leave balance is exhausted.

SECTION 5. Benefits

- (a) Vacation:
 - (1) Accrual Rate: Vacation leave for FLSA exempt employees will accrue as follows:
 - (i) 1st through 3rd Year of Service: 8 hours of leave accrues for each complete month of service; accrued at a rate of four (4) hours per pay period.
 - (ii) 4th through 5th Year of Service: 12 hours of leave accrues for each complete month of service; accrued at a rate of six (6) hours per pay period.
 - (iii) 6th through 10th Year of Service: 16 hours of leave accrues for each complete month of service; accrued at a rate of eight (8) hours per pay period.
 - (iv) After ten (10) or more Years of Service: 20 hours of leave accrues for each complete month of service; accrued at a rate of ten (10) hours per pay period.
 - (2) Existing Accrual Rate: The employee will not lose any vacation leave accrued at the time the employee becomes an exempt employee.
 - (3) Maximum Vacation Accrual: FLSA exempt employees may not accumulate more than 320 hours of vacation leave. Any excess vacation leave as of October 1st of each year will be forfeited unless used by January 15th of the following year unless otherwise approved by the city administrator in writing.
 - (4) Vacation Accrual During Leave: No vacation leave will be accrued after 60 consecutive days of absence.
 - (5) Reporting Usage: Vacation usage must be reported on time records in half day increments.
- (b) Sick Leave:
 - (1) Accrual Rate: FLSA exempt employees will accrue ten (10) hours for each month of service; accrued at a rate of five (5) hours per pay period.
 - (2) Reporting Usage: Sick leave usage must be reported on time records in half day increments.
 - (3) Sick Leave Bank: FLSA exempt employees are eligible to participate in the sick leave bank.
 - (4) Maximum Sick Leave Accrual: FLSA exempt employees will not receive compensation for accumulated sick leave unless the FLSA exempt

employee retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code. The FLSA exempt employee must select sick leave option 1 or 2, found in Rule XI, Section 3.

- (c) Compensation/Performance Based Salary Increases:
 - (1) All FLSA exempt employees are eligible for a pay increase ranging from 5% to 8% 12 months after their appointment date and annually thereafter based on a performance evaluation from the department head.
 - (2) Maximum Salary: FLSA exempt employees' salaries cannot exceed the maximum amount authorized in the currently adopted classification and compensation plan.
- (d) Cost of Living Increases: In addition to performance based salary increases, FLSA exempt employees will receive annual cost of living increases of up to 3% based on the July "Consumer Price Index (CPI) for "All Urban Consumers" based upon the U.S. City average for the preceding 12-month period. Cost of living increases will be effective on October 1st.
- (e) Car Assignment: The city administrator will authorize car assignments based upon adopted city policies for vehicle assignment and usage. The FLSA exempt employee must follow all adopted city policies for vehicle usage.
- (g) Additional Benefits: FLSA exempt employees will receive the same VEBA, medical, dental and vision insurance, Social Security (F.I.C.A.), PERSI, life insurance, and long-term disability insurance authorized by the council for the employees represented by LCEA.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: September 6, 2017
FROM: Chris Bosley – City Engineer
SUBJECT: Agreements and Grant Deed for public right-of-way at the new Medina Street intersection.

=====

DECISION POINT:

To approve the Agreements and Grant Deed for right-of-way from Ironwood Professional Plaza Condominium Association, Inc. for the new Medina Street intersection.

HISTORY:

As part of the Medina Street intersection construction project, additional City Right-of-Way is needed. Right-of-Way for the east side of Medina Street has already been granted to the City by Glacier 700, LLC., Stephen F. Miller, Kootenai Hospital District, and Jon Ness. Right-of-Way for the west side is now being granted to the City by Ironwood Professional Plaza Condominium Association, Inc. A right-of-entry has been granted to begin construction. This deed of right-of-way is important to formalize the realignment of Median Street; therefore, staff recommends approval.

FINANCIAL ANALYSIS:

There will be a cost of one dollar for this grant of right-of-way.

DECISION POINT/RECOMMENDATION:

To approve the Agreements and Grant Deed for right-of-way from Ironwood Professional Plaza Condominium Association, Inc. for the new Medina Street intersection.

**GRANT DEED
FOR RIGHT-OF-WAY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, that Ironwood Professional Plaza Condominium Association, Inc., whose address is 850 W. Ironwood Drive, Coeur d'Alene, ID 83814, called GRANTOR, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim and convey unto the city of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, the GRANTEE, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described property in Kootenai County, to wit:


See attached Exhibit "A" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the GRANTOR do hereby dedicate their interest in said parcel of land for public use. Said grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the GRANTOR.

IN WITNESS WHEREOF, the GRANTORS have caused this instrument to be executed this 20th day of July, 2017.

Ironwood Professional Plaza Condominium Association, Inc.

By:



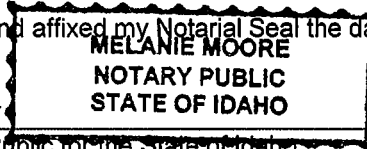
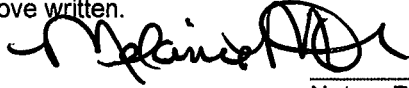
President

\\cda\files\public\projects\jub\20-16-036 medina intersection\right of way\north river grant deed.doc

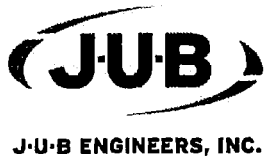
STATE OF IDAHO)
COUNTY OF KOOTENAI) SS

On this 20th day of July, 2017, before me a Notary Public, personally appeared Bret Dirks, known or identified to me to be a President of the Ironwood Professional Plaza Condominium Association, Inc., and that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and acknowledged to me that said Limited Liability Corporation executed the same.

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



Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 05/08/2023



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT A

LEGAL DESCRIPTION
of
RIGHT-OF-WAY ACQUISITION

IRONWOOD PROFESSIONAL PLAZA CONDOMINIUM ASSOCIATION, INC.
to
THE CITY OF COEUR D'ALENE

July 13, 2017

That portion of Lot 1, Block 1 of Ironwood Professional Plaza Condominium, according to the plat thereof recorded in Book I of Plats at Page 274, records of Kootenai County, Idaho, being situated in the NE1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows:

BEGINNING at the southeast corner of said Lot 1; thence North $01^{\circ}15'53''$ East along the east line of said Lot 1 a distance of 196.66 feet;

thence continuing along said east line 29.74 feet along the arc of a curve to the right, having a radius of 19.00 feet, through a central angle of $89^{\circ}40'14''$, said curve having a long chord that bears North $46^{\circ}06'00''$ East a chord distance of 26.79 feet, more or less, to the northeasterly most corner of said Lot 1;

thence North $88^{\circ}58'46''$ West along the north line of said Lot 1, a distance of 24.30 feet;

thence North $78^{\circ}46'02''$ West, a distance of 18.85 feet;

thence continuing along said north line 30.19 feet along the arc of a non-tangent curve to the right, having a radius of 235.44 feet, through a central angle of $07^{\circ}20'50''$, said curve having a long chord that bears North $75^{\circ}00'24''$ West a chord distance of 30.17 feet;

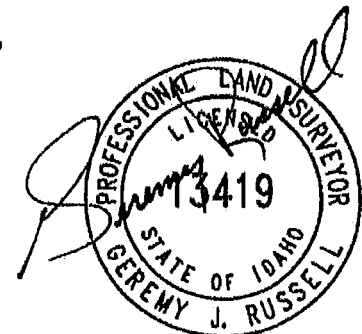
thence South $46^{\circ}42'19''$ East, a distance of 65.80 feet;

thence South $01^{\circ}15'53''$ West, a distance of 181.95 feet, more or less, to the south line of said Lot 1;

thence South $88^{\circ}59'00''$ East along said south line, a distance of 4.41 feet, more or less, to the POINT OF BEGINNING.

Containing 1,815 square feet, more or less.

SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on above-described tract.



Digitally Signed:
Jul 13, 2017

\\CDAFILES\Public\Projects\JUB\20-16-036 Medina Intersection\CAD\Survey\Legals\IPPCAI to CDA.docx

a 7825 Meadowlark Way, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com

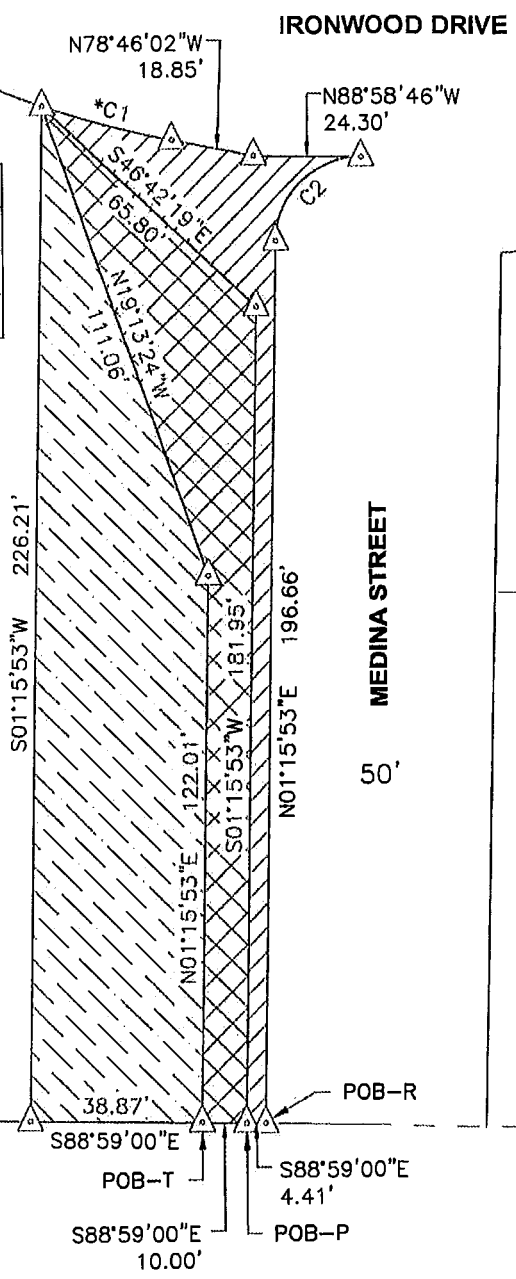
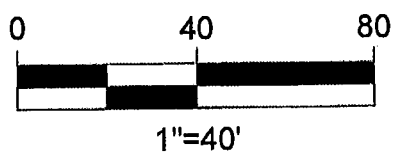
CAD FILE: 20-10-001_V-EX MEDIA

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	30.19'	235.44'	7°20'50"	N75°00'24"W	30.17
C2	29.74'	19.00'	89°40'14"	N46°06'00"E	26.79

*C1 IS NON-TANGENT



**IRONWOOD PROFESSIONAL PLAZA
CONDOMINIUM ASSOC., INC.**
LOT 1, BLOCK 1
IRONWOOD PROFESSIONAL
PLAZA CONDOMINIUM



Digitally Signed:
Jul 13, 2017



EXHIBIT A
IRONWOOD PROFESSIONAL PLAZA CONDOMINIUM ASSOC., INC., TO
THE CITY OF COEUR D'ALENE
A PORTION OF THE NE 1/4 OF SEC. 11, T 50N, R 4W, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

AGREEMENT: MEDINA ROADWAY PROJECT

THIS AGREEMENT is made this 20th day of July, 2017, by and between the City of Coeur d'Alene, a municipal corporation organized and existing under the laws of the state of Idaho, with its principal place of business at 710 Mullan Avenue, Coeur d'Alene, Kootenai County, Idaho, hereinafter referred to as the "City," and Ironwood Professional Plaza Condominium Association, Inc., an Idaho nonprofit corporation, with its principal place of business at 850 W. Ironwood Drive, Ste. 104, Coeur d'Alene, Kootenai County, Idaho, hereinafter referred to as "Ironwood Professional Plaza."

WITNESSETH:

WHEREAS, the City, together with the Kootenai Hospital District and Glacier 700, LLC, is involved in a project for the construction of roadway improvements on W. Ironwood Drive and N. Medina Street, in Coeur d'Alene, Kootenai County, Idaho, hereinafter referred to as the "Project;" and

WHEREAS, the City and Ironwood Professional Plaza intend to enter into an Agreement for the Grant of Permanent and Temporary Easements related to the Project; and

WHEREAS, Ironwood Professional Plaza intends to provide the City a Grant Deed for Right-of-Way Purposes to extend N. Medina Street in conjunction with the Project; and

WHEREAS, Ironwood Professional Plaza intends to provide Avista Corporation a Right-of-Way Easement in conjunction with the Project; and

WHEREAS, Ironwood Professional Plaza intends to grant the City, J-U-B Engineers, Inc., and project contractors the right of entry to parcel number C-5000-000-001-0, in Kootenai County, Idaho, for Project purposes; and

WHEREAS, Ironwood Professional Plaza is seeking certain assurances regarding the Project and its effect on Ironwood Professional Plaza's business operations.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree as follows:

Section 1. Material Condition: The parties acknowledge and agree that execution of this Agreement is a material condition to Ironwood Professional Plaza's execution and delivery of the Agreement for the Grant of Permanent and Temporary Easements, the Grant Deed for Right-of-Way Purposes, the Right-of-Way Easement to Avista Corporation, and the Right of Entry.

Section 2. Access to Property: The City covenants and agrees that Ironwood Professional Plaza's access to and from its business premises located at 850 W. Ironwood Dr., Coeur d'Alene, Idaho, and the access of its members, tenants, vendors, patients, and customers, will not be

unreasonably impaired or impeded during normal office hours during the period of construction, as provided by the approved plans for the Project.

Section 3. Landscaping: All landscaping existing at the time this Agreement is executed located on the property known as 850 W. Ironwood Dr., Coeur d'Alene, Idaho, which is damaged, destroyed, or removed as a result of the Project shall be repaired or replaced at no cost to Ironwood Professional Plaza or its members, in a time and manner as provided in the approved plans for the Project.

Section 4. Parking Spaces: The City agrees to, and Ironwood Professional Plaza acknowledges and accepts, a net zero loss of parking spaces at 850 W. Ironwood Dr., Coeur d'Alene, Idaho, based on the number of parking existing at the time this Agreement is executed. This Agreement does not guaranty that any particular parking space will remain unaffected.

Section 5. Project Plans: The City represents and agrees that the Project, as constructed, shall comport with and be consistent with the improvements shown on the plans, including any duly approved modifications or alterations to the plans necessitated by conditions or circumstances arising after the commencement of the Project.

Section 6. Attachments: Attached hereto are copies of those portions of the plans that pertain to 850 W. Ironwood Dr., Coeur d'Alene, Idaho, and access thereto.

Section 7. Litigation: Should any litigation be commenced by a party hereto concerning this Agreement, the prevailing party shall be entitled to, in addition to any other relief as may be granted, court costs and reasonable attorney fees as determined by a Court of competent jurisdiction.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this agreement on behalf of said City, the City Clerk has affixed the seal of said City hereto, and Ironwood Professional Plaza has caused the same to be signed by its president, the day and year first above written.

CITY OF COEUR D'ALENE

IRONWOOD PROFESSIONAL PLAZA
CONDOMINIUM ASSOCIATION, INC.

Steve Widmyer, Mayor

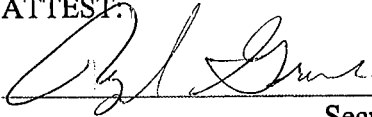


President

ATTEST:

ATTEST:

Renata McLeod, City Clerk


_____, Secretary

AGREEMENT FOR
GRANT OF PERMANENT AND TEMPORARY EASEMENTS

THIS AGREEMENT made this 20th day of July, 2017 between Ironwood Professional Plaza Condominium Association, Inc., whose address is 850 W. Ironwood Drive, Coeur d'Alene, Idaho 83814, herein called GRANTOR, and the City of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, herein called the GRANTEE.

WHEREAS, the GRANTOR herein hereby gives, grants and quitclaims to the GRANTEE, a Permanent Easement for improvements, operations, and maintenance of utilities over, under, upon, and across the property described and shown in the attached Exhibit A, and for right-of-way purposes.

WHEREAS, the GRANTOR herein delivers to the GRANTEE, a Temporary Construction Easement, described and shown in the attached Exhibit "A", for construction and construction staging purposes.

NOW THEREFORE, the parties agree as follows:

1. Grantor shall grant the Grantee, or its agents or assigns, a nonexclusive temporary easement, over, under, along, across and through the Property described and shown in Exhibit "A", for the purpose of roadway widening, access removal and construction of a new access, utility construction, and improvements as shown on the final construction plans.
2. Grantor shall grant the Grantee a Permanent Easement, over, under, along, across and through the Property described and shown in Exhibit "A", for right-of-way purposes which shall continue so long as it is used for right-of-way purposes.
3. Grantee, its employees, agents or assigns, shall hold the Grantor harmless from and against any injury, expense, damage, liability or claim incurred by the Grantor arising directly or indirectly from easement rights granted by the Grantor solely as they relate to the roadway utility construction.
4. Grantee shall require its agents, contractors, and utilities, if any, to carry worker's compensation insurance as required by applicable law, and, reasonable comprehensive liability coverage for injury to, or death of a person or persons, and for damage to property arising out of any use of the temporary easement area.

5. Grantee shall construct and/or maintain operable approaches, gates, fences, sidewalks, mailboxes, or other appurtenances in order to limit the interference to the Grantor's use of the property during the term of construction.
6. Grantor shall not erect or construct any building or other improvement that would interfere with the Grantee's easement rights or impede the progress of the construction, without written consent of the Grantee.
7. Said Temporary Construction Easement shall terminate upon the completion of the construction and the acceptance of the improvements by the City.
8. This contract shall not be binding unless and until it is executed by both parties.
9. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration of the grant of said Permanent Easement and Temporary Construction Easement, and shall relieve the Grantee of all future claims or obligations on that account or on account of the location, grade, and construction of the proposed roadway and utilities.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year first above written.

CITY OF COEUR D'ALENE

By:

Steve Widmyer, Mayor

IRONWOOD PROFESSIONAL PLAZA CONDOMINIUM
ASSOCIATION, INC.

By:



President

ATTEST:

Renata McLeod, City Clerk

Attached:

Exhibit A – Easement Map

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this ____ day of July 2017, before me the undersigned, a Notary Public, in and for the State of Idaho, duly commissioned and sworn, personally appeared Steve Widmyer, known or identified to me to be a representative, of the City of Coeur d'Alene and acknowledged to me that they executed the foregoing instrument in their official capacity on behalf of the City of Coeur d'Alene.


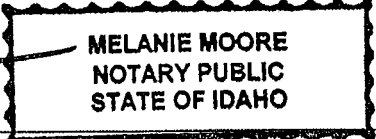
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at: _____
My Commission expires: _____

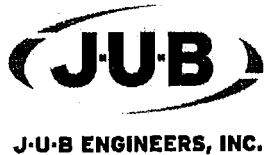
STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this 20th day of July, 2017, before me a Notary Public, personally appeared Bret Dirks, known or identified to me to be President of the Ironwood Professional Plaza Condominium Association, Inc., and that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Limited Liability Corporation executed the same.

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

Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 05/08/2023



J-U-B COMPANIES



THE
LANDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT A

LEGAL DESCRIPTION
of
PERMANENT EASEMENT
and
TEMPORARY CONSTRUCTION EASEMENT

IRONWOOD PROFESSIONAL PLAZA CONDOMINIUM ASSOCIATION, INC.
to
THE CITY OF COEUR D'ALENE

July 13, 2017

That portion of Lot 1, Block 1 of Ironwood Professional Plaza Condominium, according to the plat thereof recorded in Book I of Plats at Page 274, records of Kootenai County, Idaho, being situated in the NE1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows:

COMMENCING at the southeast corner of said Lot 1; thence North 88°59'00" West along the south line of said Lot 1 a distance of 4.41 feet to the POINT OF BEGINNING;

thence North 01°15'53" East, a distance of 181.95 feet;

thence North 46°42'19" West, a distance of 65.80 feet to a point on the north line of said Lot 1;

thence South 19°13'24" East, a distance of 111.06 feet;

thence South 01°15'53" West, a distance of 122.01 feet, more or less, to the south line of said Lot 1;

thence South 88°59'00" East along said south line, a distance of 10.00 feet, more or less, to the POINT OF BEGINNING.

Containing 3,206 square feet, more or less.

TOGETHER WITH a temporary construction easement lying adjacent to the above-described permanent easement, more particularly described as follows:

COMMENCING at the southeast corner of said Lot 1; thence North 88°59'00" West along the south line of said Lot 1, a distance of 14.41 feet to the POINT OF BEGINNING;

thence North 01°15'53" East, a distance of 122.01 feet;

thence North 19°13'24" West, a distance of 111.06 feet;

thence South 01°15'53" West, a distance of 226.21 feet, more or less, to the south line of said Lot 1;

\\CDAFILES\Public\Projects\JUB\20-16-036 Medina Intersection\CAD\Survey\Legals\IPPCAI to CDA-PE.docx

a 7825 Meadowlark Way, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com

thence South 88° 59' 00" East along said south line, a distance of 38.87 feet, more or less, to the POINT OF BEGINNING.

SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on above-described tract.



Digitally Signed:
Jul 13, 2017



09/04 (JUB-16-036)

IRONWOOD DRIVE

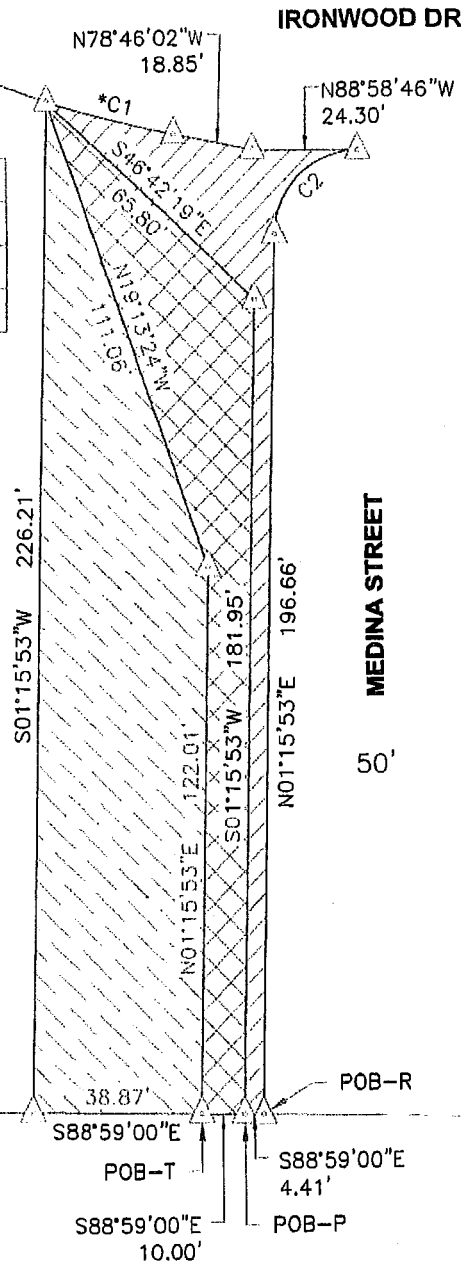
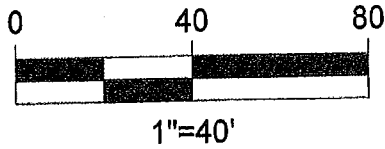
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	30.19'	235.44'	7°20'50"	N75°00'24"W	30.17
C2	29.74'	19.00'	89°40'14"	N46°06'00"E	26.79

*C1 IS NON-TANGENT



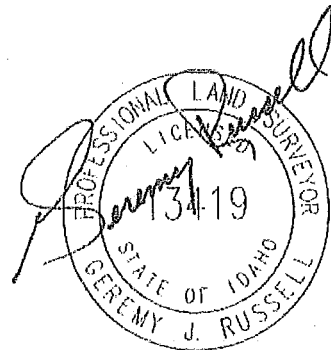
IRONWOOD PROFESSIONAL PLAZA
CONDOMINIUM ASSOC., INC.

LOT 1, BLOCK 1
IRONWOOD PROFESSIONAL
PLAZA CONDOMINIUM



- LEGEND**
- RIGHT-OF-WAY ACQUISITION (1,815 S.F.±)
 - PERMANENT EASEMENT (3,206 S.F.±)
 - TEMPORARY CONSTRUCTION EASEMENT

- POB-R POINT OF BEGINNING FOR RIGHT-OF-WAY
- POB-P POINT OF BEGINNING FOR PERMANENT EASEMENT
- POB-T POINT OF BEGINNING FOR TEMPORARY CONSTRUCTION EASEMENT



Digitally Signed:
Jul 13, 2017



J-U-B ENGINEERS, INC.

EXHIBIT
IRONWOOD PROFESSIONAL PLAZA CONDOMINIUM ASSOC., INC., TO
THE CITY OF COEUR D'ALENE

A PORTION OF THE NE 1/4 OF SEC. 11, T 50N, R 4W, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

CAD FILE: 20-16-036_V-EX-MEDINA

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: September 5, 2017
FROM: Chris Bosley – City Engineer
SUBJECT: Agreement and Permanent Easement for Shared-Use Path at Seltice Way and Northwest Boulevard.

=====

DECISION POINT:

To approve the Agreement and Permanent Easement for a shared-use path on Seltice Way at Northwest Boulevard.

HISTORY:

As part of the Federal Aid Seltice Way path project, scheduled for construction in early 2018, an easement is required to accommodate a portion of the proposed path on property owned by Glacier NW Blvd-Seltice, LLC. With the path project, the right turn slip lane onto southbound Northwest Boulevard is to be reconstructed to a safer configuration, which will in turn allow for a safer access point to the property owned by Glacier NW Blvd-Seltice, LLC by increasing the distance between them. This agreement and easement allows for the construction of the path and for future development opportunities at the subject property. This agreement and easement are important to the construction of the Seltice Way shared-use path; therefore, staff recommends approval.

FINANCIAL ANALYSIS:

Glacier NW Blvd-Seltice, LLC will pay \$16,000 toward the reconstruction of the slip lane, as there is a mutual benefit in its construction. There is no fee for the easement.

DECISION POINT/RECOMMENDATION:

To approve the Agreement and Permanent Easement for a shared-use path on Seltice Way at Northwest Boulevard.

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation organized under and existing pursuant to the laws of the State of Idaho, hereinafter referred to as the "CITY," and GLACIER NW BLVD-SELTICE, LLC, an Idaho limited liability company, hereinafter referred to as "GLACIER."

WHEREAS, the CITY possesses certain rights-of-way along W. Seltice Way near its intersection with Northwest Boulevard in the City of Coeur d'Alene, Kootenai County, Idaho; and

WHEREAS, GLACIER owns property south and west of W. Seltice Way near its intersection with Northwest Boulevard, with a legal description as follows:

Glacier Northwest-Seltice, Lt 3 Ex Tax #23221 Blk 1, Lake District URD 1997, 1150N04W

and

WHEREAS, the CITY'S multi-use trail encroaches upon a portion of GLACIER'S property; and

WHEREAS, the CITY requires, temporarily, an easement for support of the multi-use trail on a portion of GLACIER'S property; and

WHEREAS, GLACIER has requested a right-in/right-out approach to its property from the CITY'S right-of-way on W. Seltice Way; and

WHEREAS, GLACIER has requested the vacation of a small portion of City right-of-way.

THEREFORE, for good and sufficient consideration in the form of mutual promises, covenants, and conditions, the parties agree as follows:

1. GLACIER shall grant to the CITY a permanent and perpetual easement for a portion of the CITY'S multi-use path, with a legal description as shown on Exhibit "A" hereto, and as shown on the engineer's drawing attached hereto as Exhibit "B."
2. GLACIER shall grant to the CITY a temporary easement for support of the multi-use path, as shown on the engineer's drawing attached hereto as Exhibit "B." Said easement shall continue until the multi-use path is otherwise supported by the development of GLACIER'S property.

3. The CITY shall allow GLACIER to construct and utilize a right-in/right-out approach to its property off W. Seltice Way, at the location of the existing approach on Northwest Boulevard, as shown on Exhibit "C," attached hereto.

4. The CITY shall vacate the right-of-way shown on Exhibit "D" hereto, with a legal description as shown in Exhibit "E" hereto, and grant the vacated right-of-way to GLACIER.

5. The City and GLACIER shall each pay fifty percent (50%) of the cost for the relocation of the W. Seltice Way slip lane, which relocation will benefit both GLACIER and the CITY. GLACIER's share of the relocation cost shall not exceed Sixteen Thousand Dollars (\$16,000.00).

6. The CITY does hereby agree to save, hold harmless, and indemnify GLACIER from any and all liability, loss, or damage that may arise from the use, maintenance, or operation of the multi-use path which is subject to the easements described herein.

7. GLACIER does hereby agree to save, hold harmless, and indemnify the CITY from any and all liability, loss, or damage that may arise from the construction, use, maintenance, or operation of the right-in/right-out approach which is described herein.

8. The CITY shall be responsible for all costs of construction and maintenance of the multi-use path which is subject to the easements described herein.

9. GLACIER shall be responsible for all costs of construction and maintenance of the right-in/right-out approach which is described herein. GLACIER further agrees to construct the approach in a manner approved by the City of Coeur d'Alene Engineer.

10. If, for any reason, the CITY fails or is unable to vacate the portion of right-of-way described in section 4 hereof, the CITY shall incur no liability for damages or otherwise to GLACIER for such failure or inability, but shall grant an easement to GLACIER to utilize the same portion of right-of-way for purposes of its parking lot, which easement shall continue for so long as it is used for the purposes stated herein. Nothing herein shall impair the CITY's right of eminent domain as provided by law. GLACIER shall have the right and obligation to maintain the easement, at its sole expense, and to indemnify and hold harmless the CITY for any injuries or damages arising out of its use, operation, and maintenance of the easement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the day and year first above written.

CITY OF COEUR D'ALENE, GRANTOR

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2017, before me, a Notary Public, personally appeared **Stever Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

GLACIER NW BLVD-SELTICE , LLC

By _____

Its _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2017, before me, a Notary Public, personally appeared _____, known to me to be the _____ of Glacier NW Blvd-Seltice, LLC, and the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that such corporation executed the same.

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

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

EXHIBIT A

PERMANENT EASEMENT
LEGAL DESCRIPTION

That portion of the Northwest quarter of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, located within Lot 3, Block 1 of Glacier Northwest-Seltice as recorded in Book K of Plats, Pages 207 and 207A, as Instrument Number 2192534000, records of Kootenai County, Idaho, described as follows;

COMMENING at the most easterly corner of said Lot 3, Thence along the northeasterly line of said lot 3 along a 1196.28 foot radius curve to the left through an arc length of 40.72 feet, a central angle of $01^{\circ}57'01''$, a chord bearing of North $56^{\circ}15'41''$ West and a chord distance of 40.72 feet to the **TRUE POINT OF BEGINNING**:

Thence along a 285.00 foot non-tangent curve to the right through an arc length of 81.92 feet, a central angle of $16^{\circ}28'10''$, a chord bearing of North $59^{\circ}11'24''$ West and a chord distance of 81.64 feet to northeasterly line of said Lot 3 and the beginning of a non-tangent curve to the right having a radius of 1196.28 feet;

Thence southeasterly along said northeasterly line and along said curve through an arc length of 81.66 feet, a central angle of $03^{\circ}54'39''$, a chord bearing of South $59^{\circ}11'24''$ East and a chord distance of 81.64 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 198 square feet or 0.005 acres, more or less.

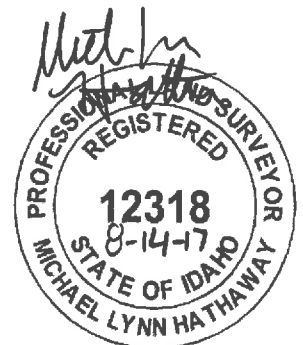
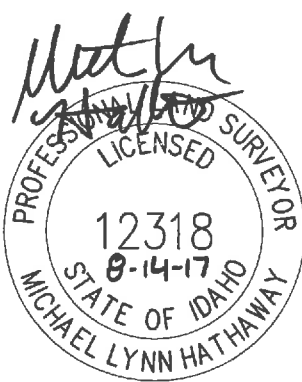
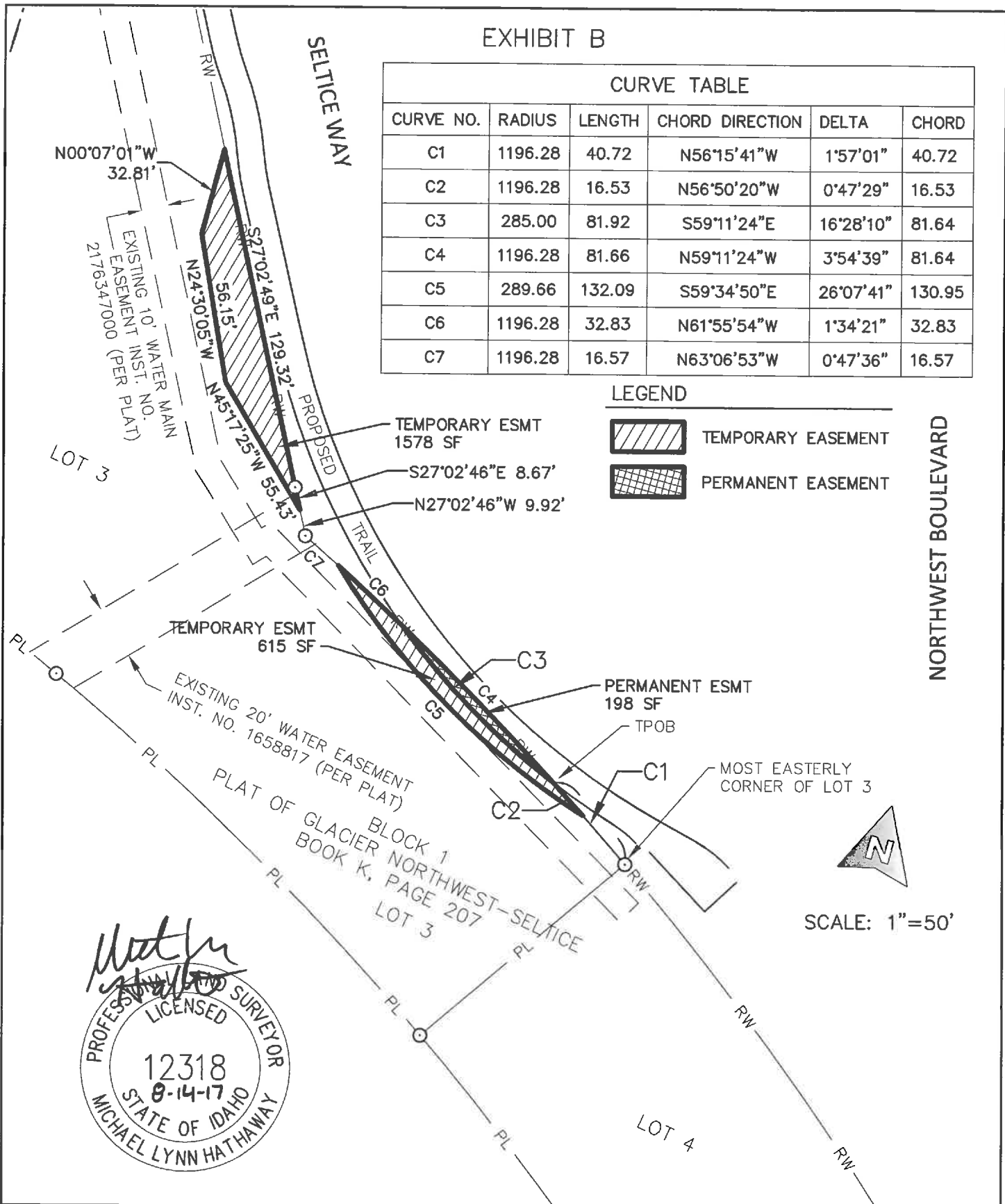


EXHIBIT B

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	CHORD DIRECTION	DELTA	CHORD
C1	1196.28	40.72	N56°15'41"W	1°57'01"	40.72
C2	1196.28	16.53	N56°50'20"W	0°47'29"	16.53
C3	285.00	81.92	S59°11'24"E	16°28'10"	81.64
C4	1196.28	81.66	N59°11'24"W	3°54'39"	81.64
C5	289.66	132.09	S59°34'50"E	26°07'41"	130.95
C6	1196.28	32.83	N61°55'54"W	1°34'21"	32.83
C7	1196.28	16.57	N63°06'53"W	0°47'36"	16.57

LEGEND

-  TEMPORARY EASEMENT
-  PERMANENT EASEMENT



WELCH-COMER
ENGINEERS | SURVEYORS

www.welchcomer.com 208-664-9382
350 E. Kathleen Ave. (toll free) 877-815-5672
Coeur d'Alene, ID 83815 (fax) 208-664-5946

EXHIBIT B – PROPOSED TRAIL EASEMENTS
LOTS 3, BLOCK 1
GLACIER NORTHWEST–SELTRICE
SEC 11, T50N, R4W, BM, KOOTENAY CO, ID

PROJECT NO.: 41239
DESIGNED BY: MLH
DRAWN BY: JNM
DWG NAME: 41239EX01.DWG
DATE: MARCH 17, 2017
SHEET NO: **1 OF 1**

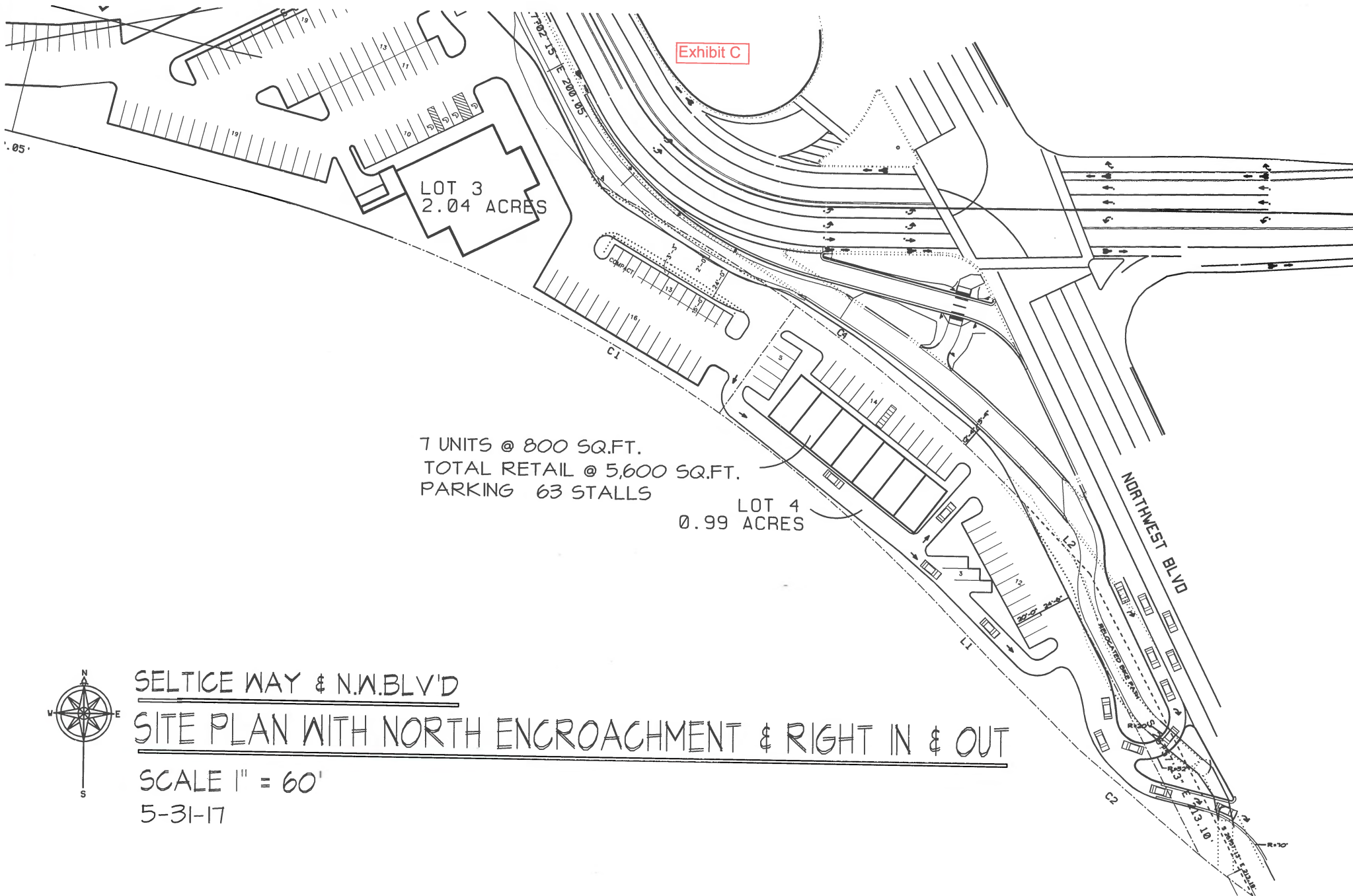
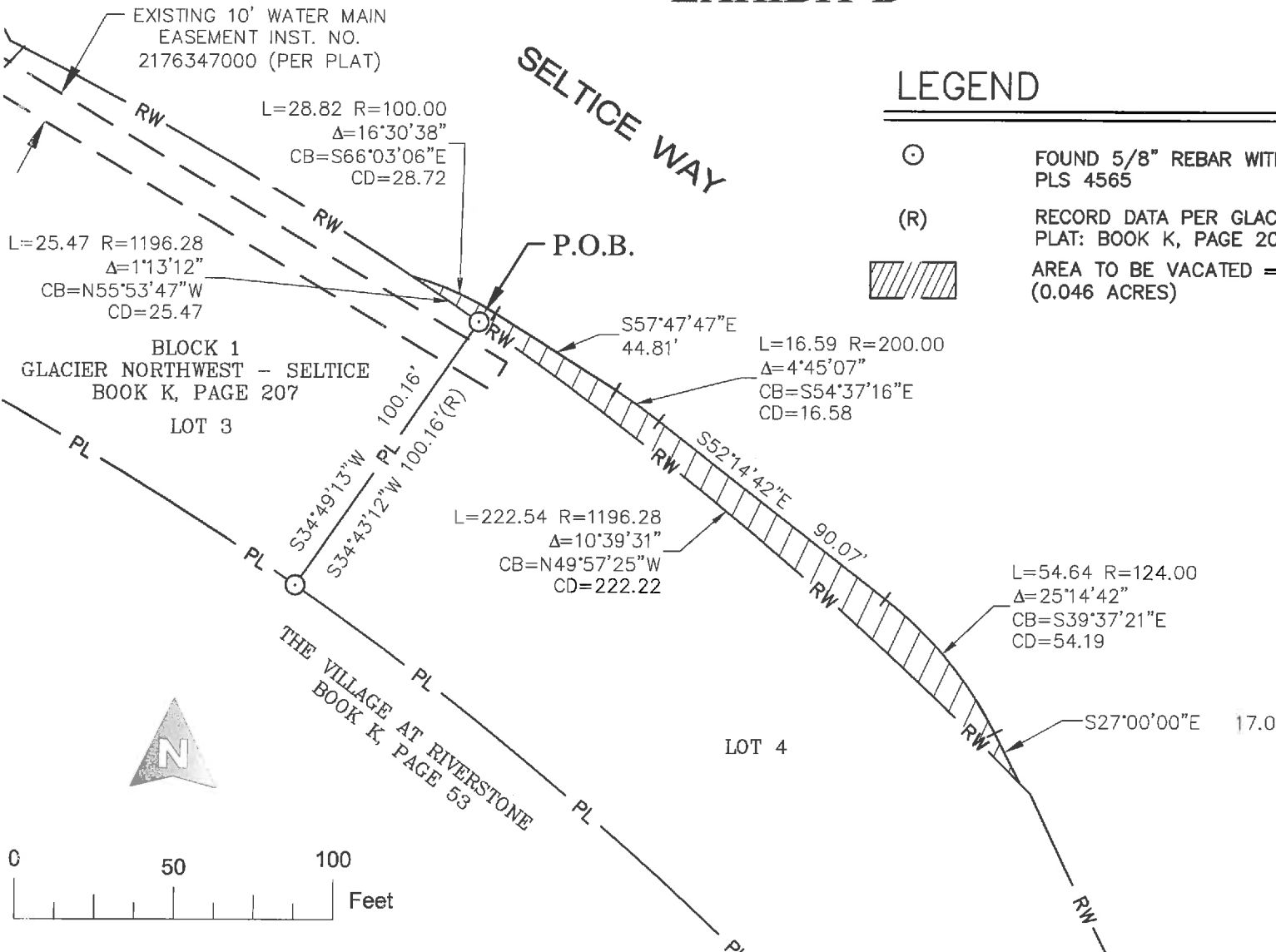


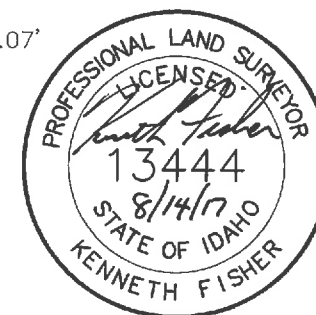
EXHIBIT D



LEGEND

- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED PLS 4565
- RECORD DATA PER GLACIER NORTHWEST-SELTRICE PLAT: BOOK K, PAGE 207
- AREA TO BE VACATED = 1986 SQ. FT. (0.046 ACRES)

NORTHWEST BLVD.



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FOR SELTRICE WAY VACATION
NW 1/4 SEC.11, T. 50 N., R. 4 W., B.M.
CITY OF COEUR D'ALENE, KOOTENAI CO., ID

PROJECT NO.: 41298.00.0
DESIGNED BY: KAF
DRAWN BY: KAF
DWG NAME: 41298EX01.DWG
DATE: 8/14/2017
SHEET NO: 1

**LEGAL DESCRIPTION
EXHIBIT E
PROPERTY VACATION**

All that real property located in the City of Coeur d'Alene, Kootenai County, Idaho, in the Northwest Quarter of Section 11, Township 50 North, Range 4 West, Boise Meridian, as shown on Exhibit D, and made a part hereof, described as follows:

Beginning at a 5/8-inch rebar with plastic cap marked PLS 4565 at the corner common to Lots 3 and 4 of Block 1, Glacier Northwest-Seltice, that lies on the right-of-way line of Seltice Way, as shown on that plat recorded with the Kootenai County Recorder's Office in Book K at Page 207; a 5/8-inch rebar with plastic cap marked PLS 4565 at the corner common to said Lots 3 and 4 on the boundary with The Village At Riverstone, as shown on that plat recorded with the Kootenai County Recorder's Office in Book K at Page 53, bears South 34°49'13" West, 100.16 feet (the record bearing per said plat is South 34°43'12" West);

1. Thence northwesterly along the northeasterly line of said Lot 3 along the arc of a 1196.28-foot radius curve to the left, through a central angle of 01°13'12", an arc length of 25.47 feet, a chord bearing of North 55°53'47" West and a chord distance of 25.47 feet;
2. Thence leaving said northeasterly lot line and southeasterly along the arc of a 100.00-foot radius curve to the right, through a central angle of 16°30'38", an arc length of 28.82 feet, a chord bearing of South 66°03'06" East and chord distance of 28.72 feet;
3. Thence South 57°47'47" East a distance of 44.81 feet to the beginning of a non-tangent 200.00-foot radius curve to the right;
4. Thence along said curve through a central angle of 04°45'07", an arc length of 16.59 feet, a chord bearing of South 54°37'16" East and chord distance of 16.58 feet;
5. Thence South 52°14'42" East a distance of 90.07 feet to the beginning of a 124.00-foot radius curve to the right;
6. Thence along said curve through a central angle of 25°14'42", an arc length of 54.64 feet, a chord bearing of South 39°37'21" East and a chord distance of 54.19 feet;
7. Thence South 27°00'00" East a distance of 17.07 feet to the northeasterly line of said Lot 4;
8. Thence northwesterly along said northeasterly lot line along the arc of a 1196.28-foot radius curve to the left, through a central angle of 10°39'31", an arc length of 222.54 feet, a chord bearing of North 49°57'25" West and a chord distance of 222.22 feet to the **POINT OF BEGINNING**.

Contains 1,986 square feet, or 0.046 acres, more or less.

Bearings shown hereon are grid bearings based on the Idaho State Plane Coordinate System, West Zone, NAD83 (2011).



**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: September 11, 2017
FROM: Terry Pickel, Water Superintendent
SUBJECT: Best Hill Booster Station, reject bids.

DECISION POINT: Staff is requesting Council reject the Best Hill Booster Station bids that were received on August 15th, 2017.

HISTORY: As part of the Northeast Water System Improvement Project, it was determined that instead of constructing a new storage facility, it would be more prudent to construct a small booster station to extract water from the Best Hill Tank as it does not function adequately. The new booster station is designed to pump up to 2000 gpm from the tank during periods of high demand to offset an intermittent shortage in production capacity. This production, in coordination with changes in the existing High Zone boundaries and alterations of the pressure reducing valve stations, should augment current production capabilities and reduce pressure fluctuations in the northeast quadrant of the city during peak demand.

FINANCIAL ANALYSIS: Staff received two bids from contractors for the proposed Best Hill Booster Station. The lowest bid received was from Award Construction in the amount of \$727,500.00 and the second bid received was from S and L Underground in the amount of \$794,237.00. The engineer's estimate for the project was \$500,000.00 and consequently the budget for FY 2018 was set at \$568,000.00. Award Construction did not have their Public Works Contractor's License at the time of bid submission. Per Idaho Code, their bid is therefore rendered non-responsive. Staff has not requested a budget adjustment prior to the September budget public hearing schedule and therefore recommends rejection of the bids.

PERFORMANCE ANALYSIS: The Best Hill Tank has never functioned properly since it was constructed. It is too close to the wells in relation to the Tubbs Hill Tanks and consequently does not function hydraulically. The proposed project would entail some piping changes at the base of the Best Hill Tank, within the fenced area. The existing mechanical altitude valve would be replaced with a new electronically controlled valve and a new 75 Hp pump that would extract water from the tank and pump it into the system. A small cmu building would be constructed to house the pump and control valve. No secondary pump or backup power is required in this case. The bids appeared greatly inflated. Staff felt it would be prudent to review construction costs and methods rather than request additional funding.

DECISION POINT/RECOMMENDATION: Staff requests that City Council reject the bids for the Best Hill Booster Station project as the lowest bid is considered non-responsive and both bids are significantly over the planned fiscal year 2018 budget.



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

August 23, 2017

Mr. Terry Pickel
City of Coeur d'Alene
Water Department
3820 Ramsey Road
Coeur d'Alene, ID 83815

RE: 2017 BEST HILL BOOSTER PUMP STATION – BID REVIEW AND AWARD RECOMMENDATION

Dear Terry:

On August 15, 2017, the City of Coeur d'Alene received two bids for the 2017 Best Hill Booster Pump Station project. The low bid was submitted by Award Construction, Inc. with a total Base Bid price of \$727,500. However, the bid was unresponsive as the company does not have an Idaho Public Works License. A summary of the bids is included below and the evaluation of each bid is **enclosed**.

BIDDER	BASE BID
Award Construction, Inc. (Unresponsive)	\$727,500.00
S & L Underground	\$794,237.00

We have reviewed the bids to determine general compliance with the administrative requirements for bidding (i.e. whether each bid received was responsive) based on the following:

- Bid received on time in a properly sealed envelope
- Addenda properly acknowledged
- Bid Proposal completed in general conformance with the Instructions to Bidders
- Bid Security included
- Bidder's Idaho Contractor License number included
- Bid signed
- Statutory Naming of Subcontractors Form completed (Plumbing, Electrical, HVAC)
- Employment of Specialty or Subordinate Contractors form completed

Our review did not include independent verification of the Bidder's business legal status, the signatory's authority to sign, suspension or debarment status, or other possible reasons for considering the bids unresponsive. We recommend that you work with your legal counsel to review the Bids and conduct any further review that is warranted in order to determine the final award status. J-U-B verified the status of the Idaho Public Works license for each Bidder. Irregularities are indicated on the **enclosed** bid summary.

If you would like to discuss our review or have additional questions, please do not hesitate to contact me at (208) 762-8787.

Sincerely,

J-U-B ENGINEERS, Inc.



Michelle Johnson, P.E.
Project Engineer

Enclosures

MJ/sl

CITY OF COEUR D'ALENE (WATER DEPARTMENT) - 2017 Best Hill Booster Pump Station Project
 BID OPENING - CITY OF COEUR D'ALENE, CITY HALL - 2:00 P.M. - AUGUST 15, 2017

Engineer's Opinion of Probable Cost: \$514,931

BID ABSTRACT

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	Award Construction Inc.		S&L Underground, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BIDDER NAME: ADDRESS:				Award Construction Inc. 980 Willeys Lake Road Ferndale, WA 98248		S&L Underground, Inc. P. O. Box 1952 Bonners Ferry, ID 83805	
SCHEDULE A: GARDEN AVENUE AND MILITARY DRIVE							
1	Best Hill Booster Pump Station, altitude valve removal, and associated work	1	LS	\$710,000.00	\$710,000.00	\$789,862.00	\$789,862.00
2	Rock Removal	125	CY	\$140.00	\$17,500.00	\$35.00	\$4,375.00
BASE BID TOTAL					\$727,500.00		\$794,237.00
Completed Bid Form				Yes*		Yes*	
Addenda Acknowledged							
Addendum No. 1				Yes		Yes	
Addendum No. 2				Yes		Yes	
General Contractor Public Works License Number				Not currently licensed		PWC-C-14825-U-1-2-3	
Affidavit of Payment or Securement of All Taxes				Yes		Yes	
Non-Collusion Affidavit				Yes		Yes	
Bid Security				Yes*		Yes*	
Naming of Subcontractors							
Electrical				Thorco Inc. PWC-C-10130-U-1-4		B&M Plumbing PWC-C-029925-D-4	
HVAC				Self (Not currently licensed)		Self PWC-C-14825-U-1-2-3	
Plumbing				Self (Not currently licensed)		Empire Electric PWC-C-12539-B-4	
Highlighted Cell Indicates Bid Irregularities							

* = Bids were reviewed from a scanned copy. Unable to verify corporate seals

ANNOUNCEMENTS

PUBLIC WORKS COMMITTEE

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: September 11, 2017
FROM: Terry Pickel, Water Superintendent
SUBJECT: Selection of 2018 Water Rate Study Consultant

=====

DECISION POINT: Staff is requesting City Council approval to enter into negotiations with FCS Group for a service contract to perform the 2018 Water Rate Study.

HISTORY: As it is a recommended industry practice to conduct water rate analysis on a routine basis, staff typically plans to have a fairly comprehensive review completed every five years. The last study was completed in 2012 along with a Comprehensive Water Plan Update. The results of the 2012 study recommended user rate increases to adequately fund operations and maintenance along with capitalization fee increases to fund future projects. Those increases were phased in over a 5 year period to lessen the impact on the consumers and developers. The last incremental increase is set for January 1st, 2018.

FINANCIAL ANALYSIS: A Request For Proposals (RFP) was published in late July for the 2018 Water Rate Study. Staff fielded several calls and questions from various consultants from Alaska to North Carolina. Nine firms requested information. The submittal deadline was set for August 18th. Upon the deadline, staff received one submittal from FCS Group out of Redmond, Washington. The fiscal year 2018 budget line item is \$60,000.00.

PERFORMANCE ANALYSIS: While it is unfortunate that only one proposal was received, staff feels very comfortable recommending FCS Group as the selected consultant. FCS Group performed the previous rate study and did an excellent job. The consultant did a very thorough review of revenue sources, the projects related to growth as well as planned infrastructure replacement to develop a reasonable rate and capitalization fees. Since this consultant already has a working knowledge of the system and staff, there will be very little time consumed in getting to know our needs and already has a basic concept of growth related projects. This will be advantageous as we have a relatively tight timeline to get the project completed.

DECISION POINT/RECOMMENDATION: Staff requests that City Council recommends FCS Group as the selected consultant for the 2018 Water Rate Study and authorize staff to enter into negotiations with the consultant for a service contract to be brought back for City Council approval.

OTHER BUSINESS

**URBAN FORESTRY
STAFF REPORT**

DATE: September 19, 2017
FROM: Katie Kosanke, Urban Forestry Coordinator
SUBJECT: Public Nuisance Abatement abutting 2772 Seltice Way

DECISION POINT:

Should the City Council direct staff to proceed with work to abate a public nuisance within the public right-of-way abutting 2772 Seltice Way and charge the abutting property owner?

HISTORY:

Five dead trees were observed within the Seltice Way right-of-way abutting 2772 Seltice Way. The trees have been dead for some time, are in a deteriorating condition, and could start dropping limbs or fall over. Therefore, they constitute a high risk to the public that uses the roadway and sidewalks. Municipal Code § 8.08.020 assigns the responsibility for the removal of public trees to the abutting property owner: Atlas Mill Development Corp, 1402 E Magnesium Rd, Spokane, WA 99217. The owner of the property was first contacted on August 1st (date certified mail signed for) about removing the trees and was given 30 days to get the work done. The property owner did not think he should be responsible for the trees since the trees have been dead for longer than the parcel has been annexed into the city limits and, therefore, in his opinion, are not subject to the city ordinance. The city Legal Department confirmed that he is responsible for the work, regardless of the timing of the decline of the trees. Since the trees were not removed within 30 days, a notice to abate the nuisance was mailed to the owner and also posted on the trees, as outlined in ordinance 12.36.500 – 530. The trees have still not been removed and the ordinance specifies City Council may direct removal of the public nuisance and the cost of the work shall be levied against the abutting property.

FINANCIAL ANALYSIS:

Tree removal is the responsibility of the abutting property owner as outlined in a city ordinance. An estimate has been received from a city-licensed tree service for approximately \$4,000. Staff also consulted the Seltice Way project contractor. Although this location and work is outside of the Seltice Way project area, the contractor may be able to assist with the tree removal during other nearby demo work which may be a lower cost.

PERFORMANCE ANALYSIS:

These five dead trees pose a high risk of failure and are located in close proximity to a public street, they must be removed.

DECISION POINT/RECOMMENDATION:

Should the City Council direct staff to proceed with work specified with abating a public nuisance abutting 2772 Seltice Way? And should Council direct that the cost thereof be levied against the abutting property?



2772
Seltice Way





PUBLIC HEARINGS



FINANCE DEPARTMENT

710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814
(208)769-2225 – FAX (208)769-2284
www.cdaid.org

STAFF REPORT

Date: September 19, 2017

From: Troy Tymesen, Finance Director

Subject: Amendment to the 2016-2017 Fiscal Year Appropriations (Budget)

Decision Point:

To approve Ordinance No. 3589 to amend the Fiscal Year 2016-17 Budget by a total of \$5,824,550.

History:

The City Council annually amends the original appropriations ordinance for unanticipated expenditures.

Financial Analysis:

Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts an amendment or amendments to the appropriation's ordinance.

Performance Analysis:

The budget amendment shows increases in expenditures due to carryovers of projects, capital purchases from the GO Bond Sale, State and Federal grants received and the remodel to City Hall. Additional revenues of \$1,386,667 are projected to be received in the General Fund to cover the increased expenses for the fiscal year, \$2,189,245 is coming from the GO Bond funds, and \$1,714,513 is projected to come from General Fund fund balance.

Decision Point:

To approve Ordinance No. 3589 to amend the Fiscal Year 2016-17 Budget by a total of \$5,824,550.

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CITY OF COEUR D'ALENE
FISCAL YEAR 2016-17 BUDGET AMENDMENT
General Fund Revenue Projections

	FY 16-17 BUDGETED	FY 16-17 PROJECTED	Projected Increase
<u>TAXES</u>			
CURRENT YEAR	19,443,490	19,443,490	0
<u>FEES & LICENSES</u>			
CABLE TV	360,000	389,000	29,000
NATURAL GAS	776,000	1,301,490	525,490
ELECTRICITY	2,170,000	2,190,000	20,000
BUSINESS LICENSES	97,000	97,000	0
BUILDING INSPECTION	1,320,000	1,320,000	0
MECHANICAL INSPECTION	90,000	90,000	0
STORMWATER REVIEW	21,000	26,000	5,000
PLUMBING INSPECTION	150,000	176,000	26,000
ENCROACHMENT PERMITS	25,000	25,000	0
ELECTRICAL PERMITS	40,000	51,000	11,000
BUSINESS PERMITS	39,000	39,000	0
BURN PERMITS	500	500	0
SIGN PERMITS	25,000	20,000	(5,000)
ANNEX/ZONING FEES	15,000	25,000	10,000
FIRE DEPT PERMITS	73,000	56,000	(17,000)
TOTAL FEES AND LICENSES	5,201,500	5,805,990	604,490
<u>INTERGOVERNMENTAL</u>			
LIQUOR	1,125,000	1,155,000	30,000
HIGHWAY USER	2,096,103	2,275,000	178,897
REVENUE SHARE	2,367,627	2,407,000	39,373
SALES TAX	969,117	989,000	19,883
HIGHWAY DIST	575,000	605,000	30,000
KOOTENAI CNTY EMSS	1,556,000	1,581,000	25,000
FEDERAL GRANT	190,189	287,710	97,521
STATE GRANT		90,930	90,930
SCHOOL RESOURCE OFFICER	428,161	428,161	0
COST OF PROSECUTION (THRU C	500	500	0
OTHER INCOME (THRU CNTY)	30,000	30,000	0
TOTAL INTERGOVERNMENTAL	9,337,697	9,849,301	511,604
<u>SERVICES</u>			
BID SPECS	900	900	0
FEES FOR DOCUMENT PREP	1,400	1,400	0
POLICE	17,000	17,000	0
FIRE	9,500	9,500	0
BILLING SERVICES	11,000	11,000	0
PARKING PERMITS	2,000	2,000	0
RECREATION	215,000	235,000	20,000
PRINTING AND PHOTOCOPYING	500	500	0
MAP/CODE BOOKS	150	150	0
TOTAL SERVICES	257,450	277,450	20,000

CITY OF COEUR D'ALENE
FISCAL YEAR 2016-17 BUDGET AMENDMENT

	<u>FY 16-17 BUDGETED</u>	<u>FY 16-17 PROJECTED</u>	<u>Projected Increase</u>
<u>FINES/FORFEITS</u>			
DISTRICT COURT	235,000	235,000	0
PEN/ INTEREST ON PROP TAXES	130,000	130,000	0
PARKING	40,000	40,000	0
RESTITUTION	200	200	0
DRUG TASK FORCE			0
LATE FEE ON UTILITY BILLS	40,000	40,000	0
ANIMAL CITATION FINES	13,000	13,000	0
ORDINANCE VIOLATIONS			0
NSF CHECK FEES	1,400	1,400	0
TOTAL FINES AND FORFEITS	<u>459,600</u>	<u>459,600</u>	<u>0</u>
<u>INTEREST EARNINGS</u>			
INTEREST EARNINGS	<u>15,000</u>	<u>51,000</u>	<u>36,000</u>
<u>MISCELLANEOUS</u>			
SURPLUS SALE	30,000	30,000	0
RENTS & ROYALTIES	20,050	20,050	0
CDA TV DONATIONS	10,000	0	(10,000)
OTHER	16,300	76,000	59,700
TOTAL MISCELLANEOUS	<u>76,350</u>	<u>126,050</u>	<u>49,700</u>
<u>TRANSFERS</u>			
INTERFUND TRANSFER	1,401,831	1,401,831	0
TRANSFERS IN	702,150	867,023	164,873
			0
TOTAL TRANSFERS	<u>2,103,981</u>	<u>2,268,854</u>	<u>164,873</u>
DESIGNATED FUND BALANCE	30,710	3,934,468	3,903,758
FUND BALANCE	156,488	156,488	0
TOTAL FUND BALANCE	<u>187,198</u>	<u>4,090,956</u>	<u>3,903,758</u>
TOTALS	<u>37,082,266</u>	<u>42,372,691</u>	<u>5,290,425</u>

CITY OF COEUR D'ALENE
FISCAL YEAR 2016-17 BUDGET AMENDMENT

SUMMARY	FY 16-17 BUDGETED	FY 16-17 PROJECTED	Projected Increase
Property Taxes	\$ 19,443,490	\$ 19,443,490	0
Fees and Licenses	5,201,500	5,805,990	604,490
Intergovernmental Services	9,337,697	9,849,301	511,604
Fines and Forfeits	257,450	277,450	20,000
Interest	459,600	459,600	0
Miscellaneous	15,000	51,000	36,000
Interfund Transfer	76,350	126,050	49,700
Beginning Balance	2,103,981	2,268,854	164,873
	187,198	4,090,956	3,903,758
TOTAL GENERAL FUND	\$ 37,082,266	\$ 42,372,691	\$ 5,290,425

General Fund - Added Expenses

	Cost
Finance Dept - Utility Billing Specialist Position	10,000
Municipal Services - OpenGov contract	15,125
Police Dept - Grants - Overtime from the State	14,100
Police Dept - 2016 Mobile Data Forensics Cellphone Grant	41,075
Police Dept - 2015 DJ-BX-0429 Byrne Grant	2,560
Police Dept - 2016 DJ-BX-0378 Byrne Grant	46,808
Police Dept - 2016 SHSP Grant - ALPR Equipment	6,185
Police Dept - Phlebotomy and Drug Recognition Expert Grant	1,900
Police Dept - Enforcement Underage Drinking Grant ODP214SPFLE7 SPF	7,300
Police Dept - Increase to Travel & Training per Contract re: Tuition Reimb from previous year	13,245
Police Dept - Bulletproof Vest Grant	9,638
Police Dept - Minor Equipment - New PD Storage Building	25,000
Police Dept - Patrol Vehicles - 2015-16 Personnel Savings	374,148
Fire Dept - Fire Station #4	696,000
Fire Dept - GO Bond	2,189,245
Fire Dept - BHS Grant - Air Packs	20,350
General Government - City Hall Remodel	1,600,000
Street Dept - Snow Removal	63,500
Street Dept - R/M Traffic Signal lights	35,000
Street Dept - Building upgrade needed for positions moved from City Hall	16,400
Engineering - Consulting Fees	7,500
Engineering - Overlay Carryover from FY 14-15	95,346
	\$ 5,290,425

CITY OF COEUR D'ALENE
FISCAL YEAR 2016-17 BUDGET AMENDMENT

<u>Other Funds - Added Expenses</u>	<u>Cost</u>
Impact Fees - Police IT Office Space - built in desks	90,000
Impact Fees - Parks Capital Improvements - Memorial Park	70,600
Impact Fees - Parks Capital Improvements - Cherry Hill Tennis Courts	40,000
Capital Projects - Ironwood / US 95 Intersection	850,000
Capital Projects - Government Way Project	(850,000)
Capital Projects - Fastlane Project	330,000
Capital Projects - Kathleen Rewidening	(330,000)
Cemetery Fund - Repair of the Grand Army Republic Statue at Forest Cemetery	3,225
Parking Fund - Parking Ticket Collection Letters	4,800
Parking Fund - City / County Shared Parking Lot	207,500
Parks Capital Improvements Fund - Memorial Park	78,000
Parks Capital Improvements Fund - Cherry Hill Tennis Courts	40,000
	<u>\$ 534,125</u>

ORDINANCE NO. 3589
COUNCIL BILL NO. 17-1032

AN ORDINANCE AMENDING ORDINANCE 3546, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 APPROPRIATING THE SUM OF ~~\$95,216,976~~ \$101,041,526, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$5,824,550; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene, Kootenai County, Idaho:

Section 1

That Section 1 of Ordinance 3546, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$95,216,976~~ \$101,041,526, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2016.

Section 2

That Section 2 of Ordinance 3546; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:

Mayor and Council	\$242,705	
Administration	379,120	
Finance Department	1,165,287	\$1,175,287
Municipal Services	1,660,299	1,675,424
Human Resources	326,657	
Legal Department	1,207,341	
Planning Department	584,648	
Building Maintenance	521,186	
Police Department	13,060,469	13,511,985
Drug Task Force	30,710	

Byrne Grants		90,443
COPS Grant	190,189	
Fire Department	9,677,937	12,583,532
General Government	94,725	1,694,725
Engineering Services	1,292,561	1,395,407
Streets/Garage	3,024,113	3,139,013
Parks Department	2,003,987	
Recreation Department	713,239	
Building Inspection	907,093	
TOTAL GENERAL FUND EXPENDITURES:	<u>\$37,082,266</u>	<u>\$42,372,691</u>
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$1,568,148	
Community Development Block Grant	606,873	
Impact Fee Fund	760,039	\$960,639
Parks Capital Improvements	146,500	264,500
Annexaation Fees Fund	193,000	
Cemetery Fund	316,735	319,960
Cemetery Perpetual Care Fund	157,500	
Jewett House	25,855	
Reforestation/Street Trees/Community Canopy	103,500	
Public Art Funds	231,300	
TOTAL SPECIAL FUNDS:	<u>\$4,109,450</u>	<u>\$4,431,275</u>
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$622,000	
Water Fund	9,553,006	
Wastewater Fund	24,489,066	
Water Cap Fee Fund	1,950,000	
WWTP Cap Fees Fund	2,500,000	
Sanitation Fund	3,359,286	
City Parking Fund	374,546	\$586,846
Drainage Fund	1,147,510	
TOTAL ENTERPRISE EXPENDITURES:	<u>\$43,995,414</u>	<u>\$44,207,714</u>
FIDUCIARY FUNDS:	\$2,888,400	
STREET CAPITAL PROJECTS FUNDS:	6,204,039	
DEBT SERVICE FUNDS:	937,407	
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$95,216,976</u>	<u>\$101,041,526</u>

Section 3

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

APPROVED by this Mayor this 19th day of September, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D' ALENE ORDINANCE NO. 3589

ANNUAL APPROPRIATION AMENDMENT FOR FISCAL YEAR 2016 - 2017

AN ORDINANCE AMENDING ORDINANCE 3546, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 APPROPRIATING THE SUM OF ~~\$95,216,976~~ \$101,041,526, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$5,824,550; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. 3589 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

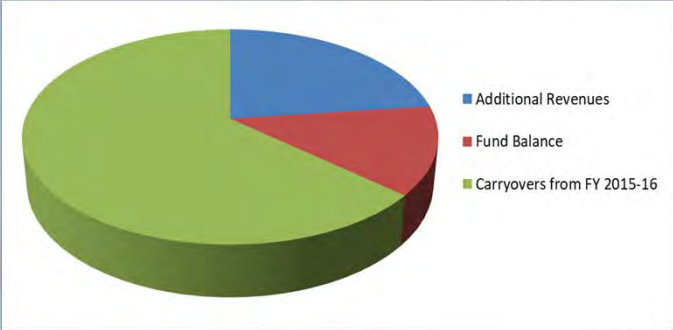
I, Randy Adams, am a Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3589, Annual Appropriation Amendment for Fiscal Year 2016 - 2017, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 19th day of September, 2017.

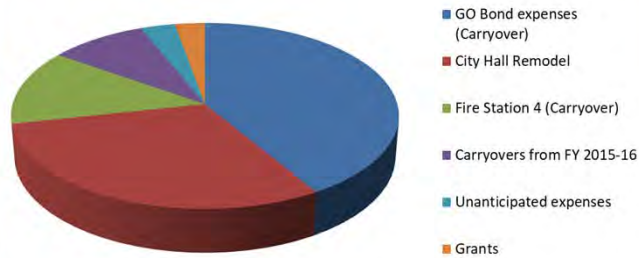
Randy Adams, Chief Civil Deputy City Attorney

2016-2017 Budget Amendment Presentation

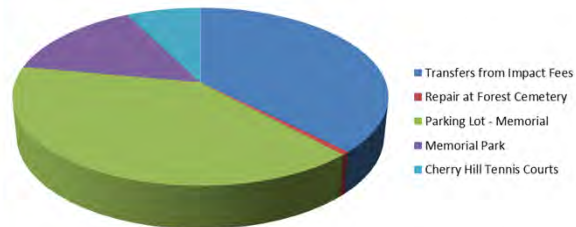
Additional Revenues General Fund



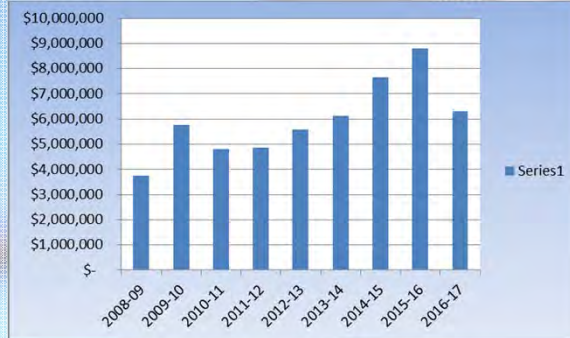
Additional Expenses General Fund



Additional Expenses Other Funds



Undesignated Fund Balance – General Fund



Percentage of Undesignated Fund Balance to Budgeted Expenditures – General Fund



