

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

AGENDA
VISION STATEMENT

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

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item F - 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 4, 2018

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor David Bond, Compel Community 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. PRESENTATION: Fire Department Recognition to Armstrong Park and Fernan Hill Area neighbors for earning national recognition for wildfire preparedness

Presented by: Bobby Gonder, Fire Inspector

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

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

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

1. Approval of Council Minutes for the August 21, 2018 Council Meeting.

2. Approval of Minutes for the August 27, 2018 General Services Committee Meeting
3. Approval of Bills as Submitted.
4. Setting of General Services and Public Works Committees meetings for September 10, 2018 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of Sale and Consumption of Alcohol within a Designated Area of the Right-of-Way of the 1600 Block of Sherman Avenue in Conjunction with PARK(ing) It On Sherman Event
6. Approval of a Temporary Banner across Sherman Avenue Right-of-Way for PARK(ing) It on Sherman Event
7. **Resolution No. 18-047** -
 - a. Approval of Purchase of Four (4) Vehicles for Police Department
 - b. Approval of Relocation of Central Bark Dog Park
 - c. Approval of Finance and Customer Service Counter Rebuild using personnel savings

As Recommended by the General Services Committee

H. ANNOUNCEMENTS

1. **City Council**
2. **Mayor** - Appointment of Fay Sweney to the Library Board

I. GENERAL SERVICES

1. Presentation: Memorial Grandstands Final Cost Estimates

Presented by: Steve Roth and Jon Mueller, Architect's West

2. **Resolution No. 18-048** - Approval of Allocation of Funds from Parks Capital Improvement Fund to Assist with Remodeling Cost of Memorial Field Grandstands

Staff Report by: Bill Greenwood, Parks and Recreation Director

J. OTHER BUSINESS

1. Annexation of A-1-18 - 1.22 acre annexation from Agricultural Suburban to R-17 zoning district for 2400 N. 15th Street; Applicant: Aspen Homes and Development, LLC .

Pursuant to Council Action August 21, 2018

- a. **Resolution No. 18-049** - Approval of an Annexation Agreement with Aspen Homes and Development, LLC.
- b. **Council Bill No. 18-1021** - Approval of Annexation Ordinance for 1.22 acres located at 2400 N. 15th Street; zoning from Agricultural Suburban to R-17 zoning district

2. **Resolution No. 18-050** - Approval of a Labor Agreement with Fire Fighter Union Local #710

Staff Report by: Troy Tymesen, City Administrator

3. **Resolution No. 18-051** - Approval of an Agreement with H2A Architects, PA for design and construction consultant services for the Water Administration and Maintenance Facility

Staff Report by: Terry Pickel, Water Superintendent

K. PUBLIC HEARINGS

1. (Legislative) (Legislative) Fiscal year 2018- 2019 Annual Appropriations Hearing

Staff Report by: Vonnie Jensen, Comptroller

- a. **Council Bill No. 18-1022** - Approving Fiscal year 2018- 2019 Annual Appropriations.

K. ADJOURNMENT

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



Coeur d'Alene

CITY COUNCIL MEETING

September 4, 2018

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

August 21, 2018

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, August 21, 2018 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

Amy Evans) Member of Council Absent

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

INVOCATION: Pastor Craig Sumey with the First Presbyterian Church provided the invocation.

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

UPDATE REGARDING THE WASTEWATER TREATMENT PLANT

CONSTRUCTION: Wastewater Superintendent Mike Anderson provided an update regarding the Wastewater Treatment Plant Construction, known as Phase 5c. He reminded Council that the 2014 discharge permit necessitated these upgrades. Additionally, the tertiary treatment came online in June 2018. He noted that the primary and secondary clarifiers are in place, but are not in service yet. The next step is to install the necessary piping, pumping, and electrical connections to the clarifiers. Mr. Anderson noted that the City used an IDEQ revolving loan fund for funding up to \$20,500,000 with current costs at approximately \$19.1 Million. Councilmember McEvers asked about the plant capacity into the future. Mr. Anderson confirmed that the new construction will have a capacity of 6 million gallons a day and they are currently running 3-4 million gallons a day. He also explained that clarifiers are stages of treatment and their job is to settle things in the primary clarifier before it moves into the rest of the plant process. The secondary clarifier includes biological treatment, leaving zero solids through the tertiary treatment process. Councilmember English noted that he is glad there is excess capacity, and wondered if it calculated to take the City to its build out population. Mr. Anderson explained that capacity is measured through gallons and the amount of solids with population served is low due to a low amount of industrial use and he does not foresee a need to increase capacity. Councilmember Miller noted that since the requirements came through the discharge permit, is the current data indicating that the City has been inspected and is below

required limits. Mr. Anderson noted that the City has not been inspected yet but the data presented in the graph confirms that the City is meeting the requirements for 2022 and 2024 in advance of those deadlines. Councilmember Miller asked for clarification regarding the change orders coming forward. Mr. Anderson noted that they only have estimates at this time and would be coming forward with specifics in the near future. Councilmember Edinger asked when the project will be complete. Mr. Anderson said that it should be done by the spring of next year.

PUBLIC COMMENTS:

Mary Smith, of Coeur d'Alene, noted that she recently sent a letter to the Mayor and Council regarding changing the building codes in regard to height and protection of views. She wondered why the codes have not been changed since 2005, as she is concerned that Coeur d'Alene will look like Miami and Chicago shorelines with high rises obstructing views. She expressed concern about the Fire Department having to deal with high-rise buildings. She believes that high rises should be in industrial areas, the outer limits of town, or in the college area.

COUNCILMEMBER ANNOUNCEMENTS:

Councilmember Miller noted that there is currently an opportunity for the public to review and vote on their favorite art proposal for the Seltice Way roundabouts as they are on display at City Hall until August 31, then at the Library until September 10. Additionally, there are openings on the Arts Commission and applications can be found at www.cdaid.org/volunteer. Councilmember Miller noted that she attended the recent ignite CDA Board meeting to review the draft Performing Arts Feasibility Study and said that it is available on the CDA2030 webpage at <http://www.cda2030.org/get-involved/> and they will be accepting public comments for the next four weeks.

Councilmember Gookin noted that he and Mayor Widmyer attended the 100th birthday of citizen Earl Hyde who is a World War II veteran. Additionally, he noted that CDA Garbage will be placing notices on the blue recycle bins noting items that cannot be recycled and/or noting that a citizen has placed something that has contaminated the bin contents. More information can be found at www.cdaid.org/recycle.

CONSENT CALENDAR: Motion by McEvers, seconded by Miller, to approve the consent calendar.

1. Approval of Council Minutes for the August 7, 2018 Council Meeting.
2. Approval of Minutes for the August 13, 2018 General Services Committee Meeting
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services and Public Works Committees meetings for August 28, 2018 at 12:00 noon and 4:00 p.m. respectively.
6. Setting a public hearing for September 18, 2018 - ZC-3-18, 925 W. Emma, Zone change from R-12 to C-17L request by: Melrose Properties, LLC.
7. **Resolution No. 18-044** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED

CONTRACTS AND AGREEMENTS, AND OTHER ACTION OF THE CITY OF COEUR D'ALENE, INCLUDING: A CONTRACT WITH TYREE RIGGS FOR A BIKE RACK/PUBLIC ART AT THE CDA PUBLIC LIBRARY; A RETIREMENT MEDICAL BENEFIT AGREEMENT WITH JAMES WASHKO; AN APPLICATION BY AND, IF AWARDED, AN AGREEMENT (TEEGA) FOR THE POLICE DEPARTMENT FOR A FY 2018 TRAFFIC ENFORCEMENT EQUIPMENT GRANT; AND AN AGREEMENT WITH THE KOOTENAI COUNTY SHERIFF'S OFFICE (KCSO) FOR ENCRYPTED CHANNEL COMMUNICATIONS DURING EMERGENCIES.

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

RESOLUTION NO. 18-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A NOTICE OF TIME AND PLACE FOR PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2017-2018, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES FOR THE CITY FOR THE REFERENCED FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2017:

	FY 2017-18 BUDGET	FY 2017-18 AMENDED BUDGET
GENERAL FUND EXPENDITURES:		
Mayor and Council	\$ 244,736	\$ 244,736
Administration	380,413	380,413
Finance Department	1,205,225	1,205,225
Municipal Services	1,788,550	1,788,550
Human Resources	311,711	311,711
Legal Department	1,197,425	1,197,425
Planning Department	717,644	717,644
Building Maintenance	515,303	515,303
Police Department	13,584,524	13,637,557
Drug Task Force	30,710	30,710
Byrne Grant - Police Dept		19,952
COPS Grant - Police Dept	121,939	121,939
Fire Department	9,709,001	10,167,391
General Government	105,900	9,184,098
Engineering Services	341,086	341,086
Streets/Garage	4,440,952	4,536,100
Parks Department	2,102,365	2,107,405
Recreation Department	756,075	800,075
Building Inspection	876,593	876,593
TOTAL GENERAL FUND EXPENDITURES:	<u>\$ 38,430,152</u>	<u>\$ 48,183,913</u>

	FY 2017-18 BUDGET	FY 2017-18 AMENDED BUDGET
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$ 1,618,412	\$ 1,657,659
Community Development Block Grant	384,049	384,049
Impact Fee Fund	745,000	788,900
Parks Capital Improvements	146,500	2,309,400
Annexation Fee Fund	398,240	398,240
Cemetery Fund	294,307	294,307
Cemetery Perpetual Care Fund	157,000	157,000
Jewett House	25,855	25,855
Reforestation/Street Trees/Community Canopy	107,000	107,000
Arts Commission		
Public Art Funds	443,500	443,500
TOTAL SPECIAL FUNDS:	<u>\$ 4,319,863</u>	<u>\$6,565,910</u>
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$ 639,720	\$ 675,620
Water Fund	10,027,434	10,027,434
Wastewater Fund	22,784,368	22,784,368
Water Cap Fee Fund	866,000	866,000
WWTP Cap Fees Fund	2,200,000	2,200,000
Sanitation Fund	3,500,806	3,658,738
City Parking Fund	354,846	1,171,846
Drainage	1,267,818	1,291,918
TOTAL ENTERPRISE EXPENDITURES:	<u>\$ 41,640,992</u>	<u>\$42,675,924</u>
FIDUCIARY FUNDS:	\$ 2,957,754	\$ 2,957,754
STREET CAPITAL PROJECTS FUNDS:	1,237,000	1,428,593
DEBT SERVICE FUNDS:	882,181	882,181
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$ 89,467,942</u>	<u>\$102,694,275</u>

	FY 2017-18 BUDGET	FY 2017-18 AMENDED BUDGET
ESTIMATED REVENUES:		
Property Taxes:		
General Levy	\$ 19,520,180	\$ 19,520,180
Library Levy	1,582,257	1,582,257
Policeman's Retirement Fund Levy		
Comprehensive Liability Plan Levy		
Fireman's Retirement Fund Levy	250,000	250,000
2006 and 2008 G.O. Bond Levy	879,681	879,681
TOTAL REVENUE FROM PROPERTY TAXES:	<u>\$ 22,232,118</u>	<u>\$ 22,232,118</u>

	FY 2017-18 BUDGET	FY 2017-18 AMENDED BUDGET
ESTIMATED OTHER REVENUES:		
Interfund Transfers	\$ 6,593,989	\$ 6,817,889
Beginning Balance	18,366,763	20,360,173
Other Revenue:		
General Fund	16,167,273	16,813,343
Library Fund	36,155	52,615
Community Development Block Grant	384,049	384,049
Parks Capital Improvement Fund	134,500	2,016,500
Insurance/Risk Management		
Cemetery	178,127	178,127
Annexation Fee Fund		
Impact Fee Fund	785,000	785,000
Cemetery Perpetual Care Fund	30,000	30,000
Jewett House	11,000	11,000
Reforestation	3,000	3,000
Street Trees	84,250	84,250
Community Canopy	2,000	2,000
Arts Commission		
Public Art Funds	100,000	100,000
Street Lighting Fund	529,000	534,900
Water Fund	6,582,120	6,582,120
Wastewater Fund	18,204,730	18,204,730
Water Capitalization Fees	866,000	866,000
WWTP Capitalization Fees	1,010,000	1,010,000
Sanitation Fund	4,545,200	4,545,200
City Parking Fund	355,546	922,546
Drainage	1,029,482	1,029,482
Fiduciary Funds	2,740,550	2,932,143
Capital Projects Fund	260,000	260,000
Debt Service Fund		
TOTAL REVENUE OTHER THAN PROPERTY TAXES:	<u>\$ 78,998,734</u>	<u>\$ 84,525,067</u>
SUMMARY:		
PROPERTY TAXES	\$ 22,232,118	\$ 22,232,118
OTHER THAN PROPERTY TAXES	<u>78,998,734</u>	<u>84,525,067</u>
TOTAL ESTIMATED REVENUES	<u><u>\$101,230,852</u></u>	<u><u>\$ 106,757,185</u></u>

BE IT FURTHER RESOLVED that a Public Hearing on the Budget be held on the 18th day of September, 2018, at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any they have, why the proposed amended Budget should or should not be adopted.

STAFF REPORT: City Comptroller Vonnie Jensen explained that a budget amendment is necessary for the purpose of reflecting actual revenues and expenses incurred during the fiscal year. She noted that the amount of the amendment this year is \$13,226,000 with additional revenues to the General Fund including designated funds transfers in the Wastewater Cap Fee fund. Additional expenditures include police grants, G.O. Bond, Fire Station No. 4, and City Hall remodel carryovers, Mill site purchase, Fire Department retirement payouts, and a Street Lighting Fund transfer. Expenses to other funds include Library grants, Street Lighting Fund for LEDs, Hubbard Avenue trail realignment, parking garage equipment, Memorial Field Park, and Centennial Trail seal coating. Ms. Jensen noted the ten-year trend in the unassigned General Fund balance, noting that the mill site expenses would deplete the fund balance, so she recommends the creation of a separate Capital Projects fund for the Atlas Mill site project.

DISCUSSION: Mayor Widmyer asked for clarification regarding the Memorial Park expenses and how they are divided between the County and ignite CDA. Ms. Jensen noted that ignite will be paying for the park and restrooms, and that the parking lot is paid for by the County. There is a small amount coming from the Parks Capital Fund. Councilmember Miller asked if the grandstand re-build is reflected in amendment. Ms. Jensen noted it would likely be included in next year's budget amendment.

MOTION: Motion by McEvers, seconded by English to approve **Resolution No. 18-045** - Proposed amendment to Fiscal Year 2017-2018 budget and scheduling a public hearing for September 18, 2018.

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

RESOLUTION NO. 18-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT WITH THE COEUR D'ALENE POLICE ASSOCIATION.

STAFF REPORT: City Administrator Troy Tymesen noted that this is the first agreement of three City bargaining groups to be brought forward for approval. The agreement includes a three-year term and highlights include a significant change in the medical care coverage, which includes an increase from 5 percent to 10 percent of the employee payments toward the premium costs for dependents. Additional contract items include reimbursement for travel through per diem, an increase in pay for the power shift and graveyard shift, and an increase in investigative assignment pay. The overarching theme for the contract negotiations was recognition of the challenge of hiring police. The Agreement includes that sworn officer maximum pay range can

be reached in five years versus nine. He thanked Mayor Widmyer for attending the bargaining meetings.

DISCUSSION: Councilmember Miller asked if the previous contracts were three-year terms. Mr. Tymesen noted that the intent is to stagger the three bargaining unit agreements so not all come due at the same time. Mayor Widmyer thanked Ms. Tosi, Mr. Tymesen, Captain Hagar and the President of the Police Association, Johann Schmitz, for their time and energy spent on negotiations. Councilmember Gookin said he was happy to support the Police Department and proud of the work they are doing, and hopes these changes help with recruitment and retention.

MOTION: Motion by Edinger, seconded by Miller to approve **Resolution No. 18-046**, approving a labor contract with the Police Association.

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

LEGISLATIVE PUBLIC HEARING REGARDING A-1-18 - A PROPOSED 1.22 ACRE ANNEXATION FROM AGRICULTURAL SUBURBAN TO R-17 ZONING DISTRICT FOR 2400 N. 15TH STREET; APPLICANT: ASPEN HOMES AND DEVELOPMENT, LLC.

STAFF REPORT: Associate Planner Tami Stroud, stated that item A-1-18 is a request for the annexation of a proposed 1.22 acre parcel from County Agricultural Suburban to R-17 zoning district for property located at 2400 N. 15th Street. She noted that there are four findings required for this annexation as follows: that the request is or is not in conformance with the Comprehensive Plan; that public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site do or do not make it an acceptable request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood. Ms. Stroud presented the surrounding zoning and land uses and applicable Comprehensive Plan objectives and provided staff input regarding the finding categories.

DISCUSSION: Councilmember McEvers asked if the east side of the property was within the flood zone. Ms. Stroud confirmed that a small section was within the flood zone and flood zone issues would need to be addressed at the time of development. Councilmember Gookin asked if notification letters were sent out. Ms. Stroud confirmed that notices were sent out, including one to the School District, and no comments were received.

APPLICANT: Robert Tate, of Coeur d'Alene, noted that the proposed project is a 1.228 acre parcel and is an infill lot and they recognize there is a flood plane in the back corner. This parcel is part of the Comprehensive Plan designated Northeast Prairie Stable Established area and is noted to be an eclectic mix of zoning uses and believes they could be a good neighbor within the district.

DISCUSSION: Councilmember Miller asked for clarification regarding access the parcels within the County would have to 16th Street. Mr. Tate noted that 16th Street behind those houses is a private road and not a part of this annexation request.

PUBLIC COMMENT: Mayor Widmyer opened public comment and with no further testimony heard, public comment was closed.

MOTION: Motion by Gookin, seconded by McEvers to approve A-1-18 - A proposed 1.22 acre annexation from Agricultural Suburban to R-17 zoning district for 2400 N. 15th Street; Applicant: Aspen Homes and Development, LLC and to direct staff to negotiate an annexation agreement, and to develop the necessary Findings and Order.

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

(LEGISLATIVE) V-18-05, VACATION OF A PORTION OF ALLEY RIGHT-OF-WAY ADJOINING THE EASTERLY BOUNDARY OF LOT 1 AND THE N ½ OF LOT 2, BLOCK A, SANDERS ADDITION TO THE CITY OF COEUR D'ALENE.

STAFF REPORT: Engineering Project Manager Dennis Grant noted that the requested right-of-way was dedicated to the City of Coeur d'Alene in the Sanders Addition Plat in 1890. The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 486 Square Feet to the County tax roll. The purpose of this request is to provide space for a garage and setback area for the property owner by vacating 6', leaving 16.37' for the alley. All utilities are existing and in place, and there is no foreseeable use for this additional right-of-way. Therefore, the vacation of this portion of right-of-way adjoining this parcel would not affect the City and would be a benefit to the property owner.

DISCUSSION: Councilmember McEvers noted that the alley was 22' originally and questioned if the City would still have room for an alley. Mr. Grant explained that this is a unique circumstance, as in the past the City vacated the entire alley, and in this request the City owns the right-of-way and the owner is requesting only 6' rather than then the entire alleyway. Due to the platting in that alley, this solution would potentially work for the rest of the properties along the alleyway, while still leaving room for the alley. Councilmember Miller asked if there is going to be an easement for utilities. Mr. Grant noted that the sewer main is shallow so in this circumstance the existing right-of way will work without additional easements.

PUBLIC COMMENT: Mayor Widmyer opened public comments.

Joe Morris, Coeur d'Alene, noted that he is the property owner and was in pursuit of a permit to build a garage and became aware of some unique conditions between the two plats from early on in the development of the City (early 1900's). Due to the easements and the Sanders Addition, it was obvious that the alleyway encroachment should be cleaned up legally, through this vacation request. He noted that several lots along the alleyway are in a similar circumstance. The alley will appear larger due to the setback of the garage in comparison to where it is currently located. He believes this can be the model for the rest of the alley.

COUNCIL BILL NO. 18-1020

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF ALLEY RIGHT-OF-WAY, RECORDED IN BOOK J, PAGE 43F, RECORDS OF KOOTENAI COUNTY, IDAHO, GENERALLY DESCRIBED AS A SIX FOOT (6') STRIP ADJOINING THE EASTERLY BOUNDARY OF LOT 1 AND THE NORTH ½ OF LOT 2, BLOCK A, SANDERS ADDITION IN THE CITY OF COEUR D'ALENE LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Gookin, seconded by McEvers, to dispense with the rule and read **Council Bill No. 18-1020** once by title only.

DISCUSSION: Councilmember Miller thanked Mr. Morris for his hard work and detail in getting this cleaned up.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt **Council Bill 18-1020**.
DISCUSSION:

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

QUASI-JUDICIAL PUBLIC HEARING FOR THE APPEAL OF THE PLANNING COMMISSION APPROVAL OF SP-8-18 – A SPECIAL USE PERMIT FOR R-34 DENSITY AT 623 E. WALLACE AVENUE.

STAFF REPORT: Senior Planner Sean Holm explained that Kate Kuhlman-Wood, M.D. submitted an appeal request of the Planning Commission's 5 to 1 decision made on July 10, 2018 in favor of approval of SP-8-18. He explained that the property in question is located at the northwest corner of E. Wallace Avenue and 7th Street, known as 623 E. Wallace Avenue. He noted that the applicant is Anneliese Miller, representing Miller Stauffer Properties, who had requested approval of a special use permit to R-34 (34 residential units per gross acre) that will allow increased density and height (63') in an R-17 residential zoning district. Mr. Holm noted that the findings required for tonight's hearing include: that this proposal (is) (is not) in conformance with the Comprehensive Plan; that the design and planning of the site (is) (is not) compatible with the location, setting, and existing uses on adjacent properties; and that the location, design, and size of the proposal are such that the development (will) (will not) be adequately served by existing streets, public facilities, and services. Due to the R-34 density there are additional considerations that should be included in the findings. He presented area

land use maps, comprehensive plan objectives, and seven recommended conditions, including a height limitation of 45'. Mr. Holm clarified that the building structure is an 8,000 square foot building previously used as a Social Security office and Frontier Communications. The proposed development is a 30' tall structure with a basement as a two-story with mixed uses, including ground floor residential uses with walk out porches. He noted that Frontier Communications maintains utilities in the basement of the building that must remain there until replaced elsewhere in the community. He reviewed the currently allowed zoning uses that R-17 would allow on that site, to include 9 residential units with a maximum height of 45' as compared with an R-34 zone that would allow 17 units with the condition of a 45' height limit. Mr. Holm noted that the R-34 section of the code speaks to allowances, as it is intended as a high density residential district and that the property must meet the following: be in close proximity to an arterial (7th Street qualifies as a major collector and Lakeside Avenue as the nearest arterial); close proximity to shopping schools and parks (downtown shopping, Lakes Middle School and Sorenson Elementary, and Phippeny Park and City Park are in near proximity).

DISCUSSION: Councilmember McEvers asked for clarification regarding infill. Mr. Holm explained that there are three specific districts that include infill opportunities, and this development is not included in one of those zones. He further clarified that while the property is not within infill district regulations, it would meet the definition of an infill project. Councilmember McEvers asked for clarification regarding the prohibition of access onto 7th Street. Mr. Holm noted that no new curb cuts would be allowed; however, the alley would stay open. Councilmember Edinger said that he felt that this area is within an older historical area and the picture of the development shows a more modern building that seems out of place. Mr. Holm noted that there is an opportunity to condition the project to go before the Design Review Commission that might help determine the look of the building that is eventually built. Councilmember Edinger also noted that the height of the building seems out of place and agrees the code should be reviewed for more stringent height standards. Mr. Holm said that Council could direct staff to review the code and that it is a long process. The Comprehensive Plan is geared toward height within the downtown core. Councilmember McEvers noted that he did not believe that 7th Street is the same major collector as 3rd and 4th Streets. Councilmember Gookin asked what uses would be allowed at this location if the decision is reversed. Mr. Holm reiterated that the use is legally non-conforming, so similar existing uses would be allowed, such as service activities, civic uses, professional administrative office building use; however, it would not allow retail sales, etc. Councilmember Miller asked if there could be any restrictions regarding hours of operation. Mr. Holm noted that there are no zoning codes that control hours of operation and within an R-17 zone, by right, they could build the 9 residential units at a maximum of 45' tall. Councilmember English noted that, in the past, college classes were held there and that civic use could occur again.

PUBLIC COMMENTS: Mayor Widmyer opened public comment and the Clerk swore in all who testified.

APPELLANT: Ms. Kuhlman-Wood noted that she is requesting a full reversal of the Planning Commission decision. She noted that there are three main topics she would like the council to consider, including that this request does not meet the city code, the property does not transition to a Commercial or Industrial zone, and that it is not close to shopping and served by an arterial.

She believes this project does not make a smooth transition between R-17 and R-8 as there is a difference between density, intensity, and scale. She presented a map of three recently approved R-34 special use permits within the city limits, noting that they are within a transition zone between commercial and R-17 and a major arterial. The area surrounding the currently proposed project demonstrated largely R-8 zoning and the old school site is a neighborhood commercial use, not solely commercial. Therefore, she believes the special use permit should be denied. She noted that the code also requires that the R-34 zone be near shopping, which this is not as compared to previously approved R-34 zones, nor is it near transportation, or an arterial. The site intensity includes 17 living units that would be occupying two residential lots. She believes the Comprehensive Plan Home Environment Goal is also not met; specifically, this development does not meet the intent of Objectives 3.01, 3.05, 3.16, 3.18, 4.01, 4.06. She noted that the scale of the development relative to the schoolhouse and the church building did not include all structures within the area nor did the intensity of use get considered by the Planning Commission. She believes the R-34 density would derogate the neighborhood. Ms. Kuhlman-Wood provided a petition of 155 signatures from the neighbors in opposition of the special use permit. She reviewed the finding requirements demonstrating that the request is not in compliance. She noted that the Planning Commission took under consideration the architect's personal attributes, stating that they had trust in the architect from previous projects and she felt that was inappropriate.

DISCUSSION: Councilmember McEvers asked why there is no trust with the City Streets, Water and Sewer departments. Ms. Kuhlman-Wood noted that there is no recent analysis of data, so it makes the neighborhood skeptical, as well as the fact that no physical traffic study has been done, and they consistently experience water runoff during storms. The sewer in the area has trees infiltrating the lines and she believes that new development would increase the aging sewer lines. Councilmember Miller asked how the intensity of use affects the storm water runoff if the building envelope and parking lot stay the same. Ms. Kuhlman-Wood noted that the intensity issue is one of the concerns with neighbors but the higher concern is the traffic. Mayor Widmyer asked if Ms. Kuhlman-Wood lived there when the Social Security office was open at that location. Ms. Kuhlman-Wood confirmed she had and that the traffic was very minimal. Councilmember English noted that it sounds like part of the concern is that the development is not compatible with the neighborhood uses, yet in close proximity there is an existing two-story apartment building approximately the same size of the church, which seems similar to the proposed building. Ms. Kuhlman-Wood said that she believes a 9 unit complex across from church is in line with R-17 zoning. Councilmember Edinger complemented Ms. Kuhlman-Wood on her presentation.

PUBLIC TESTIMONY:

Lisa Benschett, of Coeur d'Alene, noted that she is on the Garden District Board of Directors and that it started in 2003. At that time, there were about 300 homes and now it is a bit bigger. She noted that the Garden District neighborhood citizens have been involved in many community projects. They originally began their district to preserve the neighborhood and support development that has a positive effect on the neighborhood, to insure the architectural neighborhood context, increase safety, and be an advocate for the neighborhood. They are against the zone change and strongly urge the Council to support R-17.

Tom Pehlke, of Coeur d'Alene, expressed that the zone change is for a property, not an applicant, so the applicant should not be taken under consideration in the request. He noted that the mockup of the building is inaccurate based on the footprint, information provided and size of the property.

Adrian Weholt, of Coeur d'Alene, noted that the applicant admitted it could be profitable without a zone change, so the zone change would just be devaluing the neighborhood for more profit. He noted that he has lived in the neighborhood for 10-years and his daughter is almost school age. He felt that with 17 more families living in the neighborhood it would make it harder for his daughter to get into Sorensen. He also felt that with the mix of commercial and residential uses it would split the traffic flow. With the entire development being residential, it would bring people in and out at the same time.

Iain Smith, of Coeur d'Alene, expressed concern with the neighborhood already being overburdened with traffic, and many neighbors cannot park in front of their houses. He felt that this proposal does not provide any benefit to the residents but only to the developer. Mr. Smith noted that he believes this development would erode the fabric of the neighborhood and, as a bunch of renters, they will bring in additional roommates and more cars. The precedent that is being set will change future development within the district.

Walter Burns, of Coeur d'Alene, spoke in opposition to the special use permit. He has been a design professional for over 30 years and has seen the decline of historic neighborhood through special permits and precedents are set for apartment complexes. He attended the Planning Commission meeting and it seemed like the presentation of the developer was vague regarding the development. The building that is there not is not reflective of the neighborhood. Nine units would be acceptable and make the building look like and enhance the quality of the neighborhood.

Kevin Cavanagh, of Coeur d'Alene, is in opposition of the special use permit. He explained that he is new to the neighborhood but the character and the charm of the area drove him to the area. He noted that he is a retired firefighter and has responded to calls in buildings that have communication equipment in the basement and he does not believe that should be a mixed use with residential. Mr. Cavanagh believes it is out of character for the neighborhood and two stories do not match up to 45' in height allowance.

Wendy Wilson, of Coeur d'Alene, noted that although many neighbors are new, she is a seventh generation family and is thrilled with progress made in Coeur d'Alene. She has appreciated the 10-20 years of development guidance the City has given. She is asking for intervention of the balance of growth and progress with the history of the area. She expressed concern about the protection of the historic character of the neighbor and feels that all the community is coming to their neighborhood due to local events and as such, she thinks they should have special consideration.

Tricia Dye, of Coeur d'Alene, believes that this neighborhood is a very special area and is noted as the historical heart of Coeur d'Alene. The Comprehensive Plan was written to protect the area

and help them thrive. She noted that 7th Street is a residential area and should not be held equal to 3rd and 4th Streets. She felt that this development could be similar to the Innovation Den with residential units above and would provide income from both. The small town neighborhood is what drew her to the area. She also noted that the Comprehensive Plan lay out for infill areas does not match up with this proposal.

Sharon Kearns, of Coeur d'Alene, noted that she lives across the street from the proposed project. She requested free permit parking for the four homes across the street, as they only have space on 7th Street to park. She has lived across the street for 8-10 years and knows parking will be an issue as it has been in the past. She would like to park in front of her own house and fears for the safety of bikes, skateboards, and walkers on 7th Street. Ms. Kearns noted that sewer concerns were raised but not addressed by the Planning Commission. She noted that she has to have her pipes scoped annually and another neighbor had to install a backflow preventer.

Richard Price, of Coeur d'Alene, noted his opposition to the Special Use Permit density.

Wayne Sweney, of Coeur d'Alene, noted that he originally was neutral to the request but has since done further research and is now in opposition. He urged Council to consider the information relative to Ordinance 17.05.330 regarding the R-34 zone; specifically, that the property be in proximity to an arterial and the staff report noted that an arterial is Lakeside Avenue. He felt that the people from the neighborhood drive north for shopping, not south. He also noted that the R-34 zone should transition between commercial and industrial and that is not met with this proposal. He urged Council to find balance and he would request the Council require approval of the Design Commission to find a compatible design for the neighborhood.

APPLICANT: Dick Stauffer, of Coeur d'Alene, said that he was speaking on behalf of the applicant and noted that this building has been there since 1963 and it is there to stay. He noted that they are interested in making a return on investment but they have a legitimate request. He felt that the construction of residential only units would be more favorable than mixed use. However, it has been mentioned the neighborhood would be preferential to a mixed use and ironically, the building would look the same. Additionally, size, bulk, traffic, weight on sewer and water would be no different. He has reviewed the area uses and confirmed that the 45' height condition was amenable. He noted that 7th Street is a collector, not an arterial, and that they are open to discussion regarding the roadway access points to the lot. The building is a 7,400 square foot building with 51 existing parking stalls on site. He believes they have been a good neighbor, maintain the lawn, have an irrigation system and have heavy shrubbery to buffer around the parking lot. He reviewed the concept of the development of a residential only project. The intention was to soften the historic commercial use. They can improve infrastructure without burdening the City. There is an enhancement to the tax base by a factor of two for this type of development. He reviewed the area uses and their density within the R-8 zones reflecting the lots with deeper density and non-owner occupied residences. He reiterated that through the initial application it was their intent to soften the commercial use. The staff report confirms there is no burden to utility services.

APPELLANT REBUTTAL: Ms. Kuhlman-Wood noted that one could get lost in a lot of small details and personal anecdotes. However, a few items support her position of appeal, specifically

that the R-34 zone is meant to be a transition of R-17 to Commercial zoning and this is an R-8 neighborhood. The arterial does not meet the code and should give cause to reverse the Planning Commission decision.

DISCUSSION: Councilmember McEvers acknowledged the neighborhood for their work in coming together on this item. He noted that approximately 40 years ago the neighborhood was a different character than it is today. The Comprehensive Plan was not intended to be a specific law, rather to provide items to consider. Councilmember McEvers noted that he believes the City's sewer lines are clear as the private property laterals are where the trees invade and need to be maintained regularly. He agreed that the street bothers him and the R-34 used in the past; however, the City tries to help people try new things and there a lot of people looking for apartments. He said that he appreciates the testimony given and they have swayed his opinion, but he hopes Mr. Stauffer does the nine units and makes it look appropriate for the neighborhood. Councilmember Gookin said that zoning is there to preserve neighborhoods and reminded Council that this is a zone request, not a project, and the zone stays with the land. Councilmember Gookin asked if the R-34 zone was maintained and the height restriction conditions remained, would there be a process to extend the height further than 45'. Mr. Holm explained that in the recent past they could request additional height to access rooftops, but with the recent code change that was removed, there is no option to go over the height condition. Councilmember English asked for clarity regarding the definition of arterials and proximity. Mr. Holm noted that the roadway definitions would need to come from the City Engineer; however, the term "abutting" means shares a property line, and proximately does not mean on the line, just close. His personal definition is that if it is within walking distance than it is within proximity.

DISCUSSION: Councilmember Miller noted that she used to live on Garden Avenue in a multiple unit complex. She loved the neighborhood and thought that the commercial building was an albatross to the neighborhood and does not fit in and felt that this project would move it into something more compatible. Councilmember Miller said she wants to support the neighborhood and is disappointed as the project was judged on suspicion and speculation, so she encouraged the developer to try again and/or tweak the project proposal. Councilmember Edinger noted that he lives in the area near Person Field and believes his neighborhood is beginning to change too and that he would also oppose it in his neighborhood.

Mayor Widmyer closed public testimony.

MOTION: Motion by Edinger, seconded by Gookin to reverse the Planning Commission's approval of SP-8-18 – a Special Use Permit for R-34 density at 623 E. Wallace Avenue, on the appeal of Kate Kuhlman-Wood, M.D. **Motion carried.**

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

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

The meeting adjourned at 9:26 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

GENERAL SERVICES COMMITTEE
MINUTES
August 27, 2018
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Councilmember Ron Edinger, Chairperson
Councilmember Dan Gookin
Councilmember Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Lee White, Police Chief
Bill Greenwood, Parks & Recreation Director
Vonnie Jensen, Comptroller
Hilary Anderson, Planning Director
Tim Martin, Street & Engineering Director
Troy Tymesen, City Administrator
Renata McLeod, Municipal Services Director

***THE FOLLOWING ITEMS ARE ACTION ITEMS:

Item 1. Approval of purchase of four (4) vehicles for Police Department.
(Consent Resolution)

Lee White, Police Chief, presented a request for Council authorization to purchase four vehicles. He explained in his staff report that several vehicles in their fleet have very high mileage and are in varying states of disrepair and mechanical failure. In fact, 19 of the Department's vehicles have over 100,000 miles. However, the Department is only asking to replace the most problematic vehicles. The four vehicles that are replaced will be used for the new Victim Advocate position, two will be used by detectives, and one will replace a vehicle currently used by the patrol division. The Department will try to repurpose equipment from the old vehicles into the new vehicles; however, some equipment may need to be purchased as well. Since these are not marked patrol vehicles, the equipment needed should be minimal. The total cost for these vehicles will not exceed \$139,000. The department has budget capacity in this fiscal year to fund this purchase because of savings from unfilled positions.

MOTION: by Gookin, seconded by Evans, to recommend that Council authorize the purchase of four (4) vehicles for the Police Department, for a total cost not to exceed \$139,000. Motion Carried.

Item 2. Approval of relocation of Central Bark dog park.
(Consent Calendar)

Bill Greenwood, Park & Recreation Director, presented a request for Council to approve the relocation of Central Bark Dog Park to the east side of Northshire Park near the tennis/pickleball courts. Mr. Greenwood explained in his staff report that "Central Bark" was built in 2010 and was the City of Coeur d Alene's first off leash Dog Park. Our partners in this new park were with the Kootenai County Dog Park Association and School District 271. The School District allowed us to build the dog park on their property next to Northshire Park and the KCDPA provide funding. In 2014 the School District sold the property to Grace Bible Church who has allowed the dog park to stay on the property with the understanding that the dog park may have to be relocated once a decision has been made on how the property would be developed. The church has decided to

move forward with some development plan on their property, so we are seeking approval to relocate Central Bark inside Northshire Park. All of the work to relocate the park would be done by staff except the gated entrance. We would install a path if needed, move the benches and have the double entry gate entrance built by a fencing contractor. Three of the five existing horseshoe pitches would be relocated to the west side of the courts. We have budgeted \$10,000 for FY 18-19 to accomplish all of the relocation.

Councilmember Gookin asked what will happen with the horseshoe court. Mr. Greenwood said 3 of the 6 horseshoe pits will be replaced and relocated to the west side of the tennis/pickleball courts.

MOTION: by Evans, seconded by Gookin, to recommend that Council approve relocation of the Central Bark Dog Park to the east side of Northshire Park near the tennis/pickleball courts. Motion Carried.

Item 3. Approval of allocation of funds from Parks Capital Improvement Fund to assist with remodeling cost of Memorial Field Grandstands.

(Agenda)

Bill Greenwood, Parks & Recreation Director, presented a request for Council to approve funding allocation from the Parks Capital Improvement Fund to assist with the remodeling cost of the Memorial Field Grandstands. Mr. Greenwood explained in his staff report that the current Grandstand was completed in 1947. Over the last 70 plus years, countless ballgames have been played at the field and it is now recognized as an iconic feature in our community. It hosted the Scottish Tattoo from 1957 to the late 70s. In 1991, the movie "Talent for the Game" was filmed at the field. The CDA Recreation Department uses the field for our spring and fall league, and it is the Home field for NIC lady's' softball team.

Ignite has committed the funding for the base bid of \$1,195,737. This amount includes a contribution of \$150,000 from North Idaho College. Within the project, there were identified add alternates that are recommended items which would give the structure better longevity. The total cost for those items is \$273,763. Ignite has agreed to partner with the City to fund 50% of these costs and, therefore, the City's portion from Parks Capital Improvement Fund would be \$136,881.50. The add alternatives include public restrooms, an improved concessions area, locker rooms, storage, and a plaza seating area. Structural upgrades will insure that this historic structure will be here for future generations to enjoy

MOTION: by Evans, seconded by Gookin, to recommend that Council approve the allocation of \$136,881.50 from the Parks Capital Improvement Fund to assist with the remodeling costs of the Memorial Field Grandstands. Motion Carried.

Item 4. Approval of Finance and Customer Service counter rebuild.
(Consent Resolution)

Vonnie Jensen, Comptroller, presented a request for Council to approve the rebuilding of the Finance Department and Municipal Service's customer service counters. Mrs. Jensen explained in her staff report that the Finance Department would like to fix a few issues with the front counter in the customer service area. The main issue is that the surface area is very limited. This makes it difficult to have enough space to work due to monitors, keyboards, etc. taking up most of the surface area. The other major issue is the space between the front counter and the storage cabinets behind the counter. There is a lot of movement in and out of this area,

which causes the employees working at the counter to have to move themselves and their chairs frequently. The Municipal Services area has the same issue in regards to traffic behind the counter and limited space. The other issue with the Municipal Services area is the placement of the computer screen which blocks the employees view of customers coming in and out. This is also an issue for the first customer service window of the Finance Department. The rebuild would allow screens to be placed in a more optimal place. Lastly, this rebuild would fix some ergonomic issues by allowing the screens to be placed 12-15 inches from the employees to improve their viewing angle and lower stress on their eyes, neck, shoulders and back. Most major remodels will require subsequent adjustments. This is the optimal time to fix a few problems while there are savings available. The cost of these upgrades is \$14,392 for the Finance Department counter and \$13,349 for the Municipal Services counter, for a total \$27,741. The Finance Department is anticipating a savings in Fiscal Year 2017-18 of over \$100,000 due to the elimination of the Finance Director position. This savings would be used to pay the one-time expense of rebuilding these work areas.

MOTION: by Evans, seconded by Gookin, to recommend that Council approve the rebuild of the Finance and Customer Service Counters. Motion Carried.

Item 5. Approval of sale and consumption of alcohol within a designated area of the right-of-way of the 1600 block of Sherman Avenue in conjunction with PARK(ing) It On Sherman event.
(Consent Calendar)

Hilary Anderson, Planning Director, presented a request for Council approval to allow the sale and consumption of alcohol within a designated area of the right-of-way, for one day, in conjunction with the PARK(ing) It On Sherman event, which takes place on Friday, September 21st from 4:00 – 9:00 p.m. on the 1600 block of Sherman Avenue. Mrs. Anderson explained in her staff report that on September 21, 2018, the 1600 block of Sherman Avenue will host a free community block party and parking spaces will be temporarily turned into public spaces as part of global PARK(ing) day. This 4th annual event is part of the visioning and master planning effort to revitalize East Sherman. This year’s event will showcase a tactical urbanism pilot project called “Activating East Sherman” demonstrating how a revitalized corridor could look and function. Other event highlights include: live music, food trucks, a beer garden, bike rodeo, interactive booths, and other entertainment. The event will be attended by the Police Department’s Community Action Team and will have fencing along the event perimeter with two designated gates that will be staffed with volunteers ensuring that no alcohol leaves the event. The family-friendly event will end at 9:00 p.m.

Mrs. Anderson said the request for alcohol sales and consumption within the Sherman Avenue right-of-way was approved last year by the City Council in September 2017 for the 3rd annual event. Last year’s event was a major success and feedback from community members was very supportive for having the ability to walk around the event with alcohol and there were no issues, even with over 1,200 attendees.

MOTION: by Evans, seconded by Gookin, to recommend that Council approve the sale and consumption of alcohol within a designated area of the right-of-way of the 1600 block of Sherman Avenue in conjunction with the PARK(ing) It On Sherman Event. Motion Carried.

Item 6. Approval of a temporary banner across Sherman Avenue right-of-way for PARK(ing) It On Sherman event.
(Consent Calendar)

Hilary Anderson, Planning Director, presented a request for Council approval to allow a temporary banner to hang across the Sherman Avenue right-of-way (ROW) on the 1600 block to advertise the one-day PARK(ing) It On Sherman event, which will take place on Friday, September 21 from 4:00-9:00 p.m.

In previous years, large banners have been made with all of the event details and sponsors. These details change every year, and remaking banners or having stickers made to update the banners is a costly and seemingly unnecessary cost. The banners have been hung from business signs or hung on building walls, which requires businesses to accommodate the large banner size and potentially cover up their own business signage. The cost of the banners has been covered by sponsorships, but it has been determined that the cost of replacing banners is unnecessary if a banner with basic event details could be produced and reused by saying the "Third Friday in September from 4-9pm" since such details are not subject to change, and sponsors could be thanked in different ways. Additionally, last year one of the large banners was stolen from the building at Sherman/20th, which further supports the need to find a different and more effective way to hang banners advertising the event. Staff in conjunction with the event planning committee have determined that the preferred and more cost effective option would be to create a banner that could be used every year and hung across the Sherman Avenue right-of-way, similar to the one that Post Falls hangs for the Post Falls Festival every year. The banners would be 30' wide by 4' feet tall, which is just slightly taller than the Post Falls' banner. The two banners would be hung back-to-back (to provide information for vehicles traveling both east and west bound) between poles on either side of the street within the right-of-way. Ben Ward of ITD has been contacted and is not concerned with having a banner across the street if it was hung at least 22 feet high. Shenango's has offered to produce and sponsor two 30'x4' banners. As such, there would be no financial impact to the City.

MOTION: by Evans, seconded by Gookin, to recommend that Council approve the installation of a temporary banner across Sherman Avenue Right-of-Way for PARK(ing) It on Sherman Event. Motion Carried.

The meeting adjourned at 12:20 p.m.

Respectfully submitted,



Juanita Knight
General Services Committee Liaison

**CITY COUNCIL
Staff Report**

To: City Council, General Services Committee
From: Hilary Anderson, Community Planning Director
Date: August 27, 2018
Re: One day alcohol sales and consumption on Sherman Avenue right-of-way for the city sponsored PARK(ing) It On Sherman event

Decision Point:

The Planning Department is requesting approval by the City Council to allow the sale and consumption of alcohol within a designated 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 21 from 4:00-9:00 p.m. on the 1600 block of Sherman Avenue.

History:

September 18-19, 2015 (1st Annual):

The 1600 block of Sherman Avenue was temporarily transformed into a “Makers District” for this free community block party. This event was part of the visioning and master planning effort to revitalize the city’s eastern gateway. The Makers District theme, a pocket park with bocce ball, shade trees, more landscaping, and on-street bike lanes were all top responses from the 2015 East Sherman survey and town hall meetings which were integrated into the event. The celebration included: Live music, food trucks, a beer garden, lawn games, interactive art projects for all ages, entertainment by the Sorensen Elementary School jugglers, CDA SK8 PRK Team Demo, breakdancing by Tangled Roots, and more.

September 16-17, 2016 (2nd Annual):

The 1200 block of Sherman Avenue hosted the 2nd annual block party event. The location of the event changed to provide more exposure to the revitalization efforts along Sherman Avenue. Similar in overall scope and goal, there were unique activities that set this event apart from the first. These improvements included new benches with planter boxes and a mural on the Sherman Avenue Idaho State Liquor Store facility that was painted during the event and is prominently displayed to this day. Also, a crowdfunding opportunity raised donations for a new Rectangular Rapid Flash Beacon signalized crosswalk sign to be installed at 13th Street and Sherman, helping initiate a grassroots effort to invoke positive changes on Sherman.

September 16-17, 2017 (3rd Annual):

The 1900 block of Sherman Avenue was the location of the event in 2017. Last year the event was very well attended with approximately 1200 people who came to the designated block to participate in the revitalization event. This was by far the best turnout for any one day of this gathering. There was a change to host the event for one day rather than two, as has been done in the past. This was done for several reasons: To accommodate volunteers’ schedules (volunteer fatigue), less coordination needed for overnight security, and to reduce the window needed to restrict access for vehicles. This had the effect of concentrating attendance, which helped to give the event an increased feeling of vibrancy, and allowed for better interaction amongst attendees. Allowing the consumption of beer in the whole of the event space helped reduce the logistical restrictions for stage location in conjunction with beer garden location, and provided for a better

atmosphere without have to “corral people” into a beer garden within a portion of the event space. Staff received very positive feedback from everyone that attended.

Below is a short recap of the 2017 event activities and entertainment:

- Fishing Derby for kids (Learn to cast)
- Pet parade/contest & pet photo booth
- Music provided w/ stage
- Food Trucks/Restaurant
- Beer Garden with ability to take alcohol throughout the event space
- Bike Rodeo
- Informational Booths for attendees

Current Event:

On September 21, 2018, the 1600 block of Sherman Avenue will host a free community block party and parking spaces will be temporarily turned into public spaces as part of global park(ing) day. This 4th annual event is part of the visioning and master planning effort to revitalize East Sherman.

This year’s event will showcase a tactical urbanism pilot project called “Activating East Sherman” demonstrating how a revitalized corridor could look and function. Other event highlights include: live music, food trucks, a beer garden, bike rodeo, interactive booths, and other entertainment.

The event will be attended by the Police Department’s Community Action Team and will have fencing along the event perimeter with two designated gates that will be staffed with volunteers ensuring that no alcohol leaves the event. The family-friendly event will end at 9:00 p.m.

Methodology for the Request:

The request for alcohol sales and consumption within the Sherman Avenue right-of-way was approved last year by the City Council in September 2017 for the 3rd annual event. Last year’s event was a major success and feedback from community members was very supportive for having the ability to walk around the event with alcohol and there were no issues, even with over 1,200 attendees.

Approval by City Council was based on the following code(s):

5.08.040: LICENSE; CONDITIONS; PLACE OF BUSINESS:

The license fee shall permit the sale of such beer in but one premises as defined in Idaho Code section 23-1001(h); such premises to be designated in the license issued. (Ord. 3241 §1, 2005; Ord. 2125 §2, 1988; prior code §5-9-4(1))

TITLE 23 (Idaho State Code)
ALCOHOLIC BEVERAGES
CHAPTER 10
BEER

23-1001. Definitions. As used in this chapter:

(h) The word "premises" means the building and contiguous property owned, or leased or *used under government permit* by a licensee as part of the business establishment in the business of sale of beer at retail,

which property is improved to include decks, docks, boardwalks, lawns, gardens, golf courses, ski resorts, courtyards, patios, poolside areas or similar improved appurtenances in which the sale of beer at retail is authorized under the provisions of law.

5.08.160: BEER, WINE OR LIQUOR PROHIBITIONS WITHIN THE CITY; EXCEPTIONS:

A. No person shall consume any beer, wine or other alcoholic beverage or possess an open container of or containing any beer, wine or other alcoholic beverage on any public property, including public streets and alleys, within the city, or at any other place in the city, including any motor vehicle moving or stationary, with the following exceptions:

6. On a public sidewalk and/or other public right of way when such sidewalk or right of way is contiguous to a permitted outdoor eating facility, but only after issuance of and pursuant to the terms of a permit authorized by the city council. Criteria that must be met for a permit to issue shall be set forth by resolution of the city council.

Past Requests of a Similar Nature:

Over the recent past (+/- 10 years) there have been requests for alcohol sales and/or consumption on public property. The following list details the nature of approvals:

- Farmer's Market: Allows beer/wine tasting in ROW in small quantities (1.5 oz) but is not fenced in the summer months.
- Live after 5: Allows sales/consumption of alcohol in McEuen Park, in a secured fenced area, for sanctioned music events in the summer months.
- Cycle Pub (dba Socially Geared): Allows consumption of alcohol, purchased elsewhere, on the cycle pub for consumption in the ROW.
- Other exceptions include: Riverstone, City Park, and the Jewett House by permit.

Financial Impact:

Each year city staff and community volunteers identify an area along Sherman to hold this event. A valiant attempt is made to gain sponsorships, borrow equipment, tents, volunteer time, and other donated items. This portion of the financial impact falls under the umbrella of the Special Event permit which has been filed with Municipal Services.

The Street Department will provide signage for traffic control and the Fire Department will inspect the event's fencing, food vendors, tents and fire lanes for safety. The Police Department's Community Action Team will be attending the event to interact with residents of the adjacent neighborhoods and East Sherman businesses.

Local business access will remain for area businesses that do not want to participate.

Quality of Life:

Part of the appeal of the PARK(ing) It On Sherman event is to block off areas that are normally dedicated to vehicular traffic to allow for temporary pedestrian use and a community celebration, support local businesses, and to showcase the redevelopment opportunities of East Sherman. This year the area will be a portion of the 1600 block of Sherman Avenue near Moon Time and The Dealer Alternative. In doing this, vehicle traffic is temporarily re-routed around the event. Access to non-participating businesses will still be provided and a 20 foot fire lane will be provided to accommodate emergency access through the entire block party event.

Staff has been working with local stakeholders for several years to revitalize the east Sherman gateway. This event was designed to create interest in the area and to gather and disseminate information about the efforts. It is a great way to celebrate and encourage community members, local businesses, the school district, and other stakeholders to participate.

Police Recommendations:

Planning staff worked directly with the Police Department to gather their input and support for this event. Captain David Hagar's suggestions from 2017 are list below:

- "Of age" (Min. 21 years old) volunteers would be acceptable for security
- Readily identifiable (t-shirts/vests) to both the attendees or any 1st responders
- Look for people who are intoxicated and should not be served
- Willing to address concerns that they witness
- Prevent alcohol from leaving the venue
- Recommends at least four volunteers/security for the event

Proposed Conditions:

1. All alcohol consumed in the ROW shall be in non-glass containers.
2. No hard liquor sales or consumption in the ROW.

Captain Hagar provided the following statement of support for this same request in 2017:

From: HAGAR, DAVID
Sent: Friday, August 25, 2017 12:08 PM
To: MCLEOD, RENATA
Cc: HOLM, SEAN
Subject: Parking It on Sherman

Renata,

I have been conversing with Sean Holm about the Parking It on Sherman event and the police department supports their plan for the event and will support their request for the staff report going to council.

Dave

Planning staff and other event volunteers/organizers will ensure that the Police Department's suggestions and conditions are met for the event, in addition to other special event permit requirements.

Decision Point:

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 on September 21, 2018 from 4-9pm.

**CITY COUNCIL
Staff Report**

To: City Council, General Services Committee
From: Hilary Anderson, Community Planning Director
Date: August 27, 2018
Re: Temporary Banners across Sherman Avenue right-of-way for
PARK(ing) It On Sherman event

Decision Point:

The Planning Department is requesting approval by the City Council to allow a temporary banner to hang across the Sherman Avenue right-of-way (ROW) on the 1600 block to advertise the one-day PARK(ing) It On Sherman event, which will take place on Friday, September 21 from 4:00-9:00 p.m.

History:

This year will be the 4th annual PARK(ing) It On Sherman event where the 1600 block of Sherman Avenue will host a free community block party and parking spaces will be temporarily turned into public spaces as part of global park(ing) day. This event is part of the visioning and master planning effort to revitalize East Sherman.

In previous years, large banners have been made with all of the event details and sponsors. These details change every year, and remaking banners or having stickers made to update the banners is a costly and seemingly unnecessary cost. The banners have been hung from business signs or hung on building walls, which requires businesses to accommodate the large banner size and potentially cover up their own business signage. The cost of the banners has been covered by sponsorships, but it has been determined that the cost of replacing banners is unnecessary if a banner with basic event details could be produced and reused by saying the “Third Friday in September from 4-9pm” since such details are not subject to change, and sponsors could be thanked in different ways. Additionally, last year one of the large banners was stolen from the building at Sherman/20th, which further supports the need to find a different and more effective way to hang banners advertising the event.

Request:

Staff in conjunction with the event planning committee have determined that the preferred and more cost effective option would be to create a banner that could be used every year and hung across the Sherman Avenue right-of-way, similar to the one that Post Falls hangs for the Post Falls Festival every year. The banners would be 30’ wide by 4’ feet tall, which is just slightly taller than the Post Falls’ banner. The two banners would be hung back-to-back (to provide information for vehicles traveling both east and west bound) between poles on either side of the street within the right-of-way.

Ben Ward of ITD has been contacted upon the suggestion of Streets & Engineering Director, Tim Martin. Mr. Ward was not concerned with having a banner across the street if it was hung at least 22 feet high, which is consistent with their guidance for power and communications lines, in order to avoid any potential conflicts with the oversize vehicles using this route. They had no objections to the request. Staff is supportive of ITD’s guidance and the banners would be hung at least 22 feet high.

This year's event will showcase a tactical urbanism pilot project called "Activating East Sherman" demonstrating how a revitalized corridor could look and function, which will take place on the same block as the event. Providing a banner across the street near the 16th Street intersection will draw attention to the pilot project as well as help advertise the scheduled event.

Financial Impact:

Shenango's has offered to produce and sponsor two 30'x4' banners. As such, there would be no financial impact to the City.

Decision Point:

The Planning Department is requesting approval by the City Council to allow a temporary banner to be hung across the Sherman Avenue right-of-way for a few weeks advertising the free community PARK(ing) It On Sherman event to take place on September 21, 2018 from 4-9pm and draw attention to the Pilot Project on the 1600 block of East Sherman.

RESOLUTION NO. 18-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING ACTIONS OF THE CITY OF COEUR D'ALENE: THE PURCHASE OF FOUR (4) VEHICLES FOR THE POLICE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$139,000; THE RELOCATION OF CENTRAL BARK DOG PARK AT A COST NOT TO EXCEED \$10,000; AND THE REBUILD OF THE FINANCE AND CUSTOMER SERVICE COUNTER FOR A COST OF \$27,741 USING PERSONNEL SAVINGS.

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

- A) The purchase of four (4) vehicles for the Police Department for an amount not to exceed \$139,000;
- B) The relocation of Central Bark Dog Park for an amount not to exceed \$10,000;
- C) The rebuild of the Finance and Customer Service counter for a cost of \$27,741 using personnel savings;

AND

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve said actions;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve the actions for the subject matter listed, as set forth in substantially the forms attached hereto as Exhibits "A" through "C" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said actions, so long as the substantive provisions of the actions remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to approve said documents as may be required on behalf of the City.

DATED this 4th day of September, 2018.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted _____
COUNCIL MEMBER EVANS	Voted _____
COUNCIL MEMBER MILLER	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER GOOKIN	Voted _____
COUNCIL MEMBER EDINGER	Voted _____

_____ was absent. Motion _____.

CITY COUNCIL
STAFF REPORT

DATE: September 4, 2018
FROM: Lee White, Chief of Police
SUBJECT: Purchase of vehicles

Decision Point:

Authorization to purchase four (4) vehicles.

History:

Several vehicles in our fleet have very high mileage and are in varying states of disrepair and mechanical failure. The following vehicles need to be replaced with more reliable vehicles:

1. 2003 Chevy Impala, 123,263 miles
2. 2004 Chevy Impala, 121,212 miles
3. 2006 Chevy Impala, 127,392 miles
4. 2009 Ford Crown Victoria, 115,008 miles

In addition to these vehicles, the Police Department has other vehicles with various mechanical issues. In fact, 19 of the Department's vehicles have over 100,000 miles. However, the Department is only asking to replace the most problematic vehicles. These vehicles will be used for the new Victim Advocate position, two will be used by detectives, and one will replace a vehicle currently used by the patrol division.

The Department will try to repurpose equipment from the old vehicles into the new vehicles; however, some equipment may need to be purchased as well. Since these are not marked patrol vehicles, the equipment needed should be minimal.

Financial Analysis:

Current quotes have the price of these vehicles at approximately \$33,000 - \$38,000 each, but we will continue to try to find the best price. The total cost for these vehicles will not exceed \$139,000. Due to fact that different types of vehicle makes/ models are needed, the Department will negotiate the best price for each individual vehicle rather than use a competitive bid for the group of vehicles, following City purchasing guidelines.

The department has budget capacity in this fiscal year to fund this purchase because of savings from unfilled positions.

Decision Point:

The Police Department requests authorization to purchase four (4) vehicles.

GENERAL SERVICES STAFF REPORT

Date: August 27, 2018
From: Bill Greenwood Parks & Recreation Director
SUBJECT: Relocation of Central Bark Dog Park (*Council Action Required*)

DECISION POINT:

General Services recommends to City Council the relocation of Central Bark Dog Park to the east side of Northshire Park near the tennis/pickleball courts.

HISTORY:

“Central Bark” was built in 2010 and was the City of Coeur d Alene’s first off leash Dog Park. Our partners in this new park were with the Kootenai County Dog Park Association and School District 271. The School District allowed us to build the dog park on their property next to Northshire Park and the KCDPA provide funding. In 2014 the School District the sold the property to Grace Bible Church who has allowed the dog park to stay on the property with the understanding that the dog park may have to be relocated once a decision has been made on how the property would be developed. The church has decided to move forward with some development plan on their property, so we are seeking approval to relocate Central Bark inside Northshire Park. (*See site map*)

FINANCIAL ANALYSIS:

All of the work to relocate the park would be done by staff except the gated entrance. We would install a path if needed, move the benches and have the double entry gate entrance built by a fencing contractor. Three of the five existing horseshoe pitches would be relocated to the west side of the courts. We have budgeted \$10,000 to accomplish all of the relocation.

PERFORMANCE ANALYSIS:

The relocation of Central Bark inside Northshire keeps the dog park within a close proximity to its current location. The site has irrigated turf, mature trees and fencing already in place and is a good fit for an underused area of the park. We have budgeted \$10,000 for the fiscal year 18/19 for this work.

DECISION POINT / RECOMMENDATION:

General Services recommends that City Council approve the relocation of Central Bark Dog Park to the east side of Northshire Park near the tennis/pickleball courts.





FINANCE DEPARTMENT

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

GENERAL SERVICES COMMITTEE **Finance Department Staff Report**

Date: August 27, 2018
From Vonnie Jensen, Comptroller
Subject: Finance and Customer Service Counter Rebuild

Decision Point: To approve the rebuilding of the Finance Department and Municipal Service's customer service counters.

History: The Finance Department would like to fix a few issues with the front counter in the customer service area. The main issue is that the surface area is very limited. This makes it difficult to have enough space to work due to monitors, keyboards, etc. taking up most of the surface area. The other major issue is the space between the front counter and the storage cabinets behind the counter. There is a lot of movement in and out of this area, which causes the employees working at the counter to have to move themselves and their chairs frequently. The Municipal Services area has the same issue in regards to traffic behind the counter and limited space. The other issue with the Municipal Services area is the placement of the computer screen which blocks the employees view of customers coming in and out. This is also an issue for the first customer service window of the Finance Department. The rebuild would allow screens to be placed in a more optimal place. Lastly, this rebuild would fix some ergonomic issues by allowing the screens to be placed 12-15 inches from the employees to improve their viewing angle and lower stress on their eyes, neck, shoulders and back. Most major remodels will require subsequent adjustments. This is the optimal time to fix a few problems while there are savings available.

Financial analysis: The cost of these upgrades is \$14,392 for the Finance Department counter and \$13,349 for the Municipal Services counter, for a total \$27,741. The Finance Department is anticipating a savings in Fiscal Year 2017-18 of over \$100,000 due to the elimination of the Finance Director position. This savings would be used to pay the one-time expense of rebuilding these work areas.

Decision Point: To approve the rebuilding of the Finance Department and Municipal Service's customer service counters.



600 W. LANCASTER RD. • P.O. BOX 2495 • HAYDEN, ID 83835
PHONE: 208.772.3219 • FAX: 208.772.9352 • WWW.SELECTEUROSYSTEMS.COM

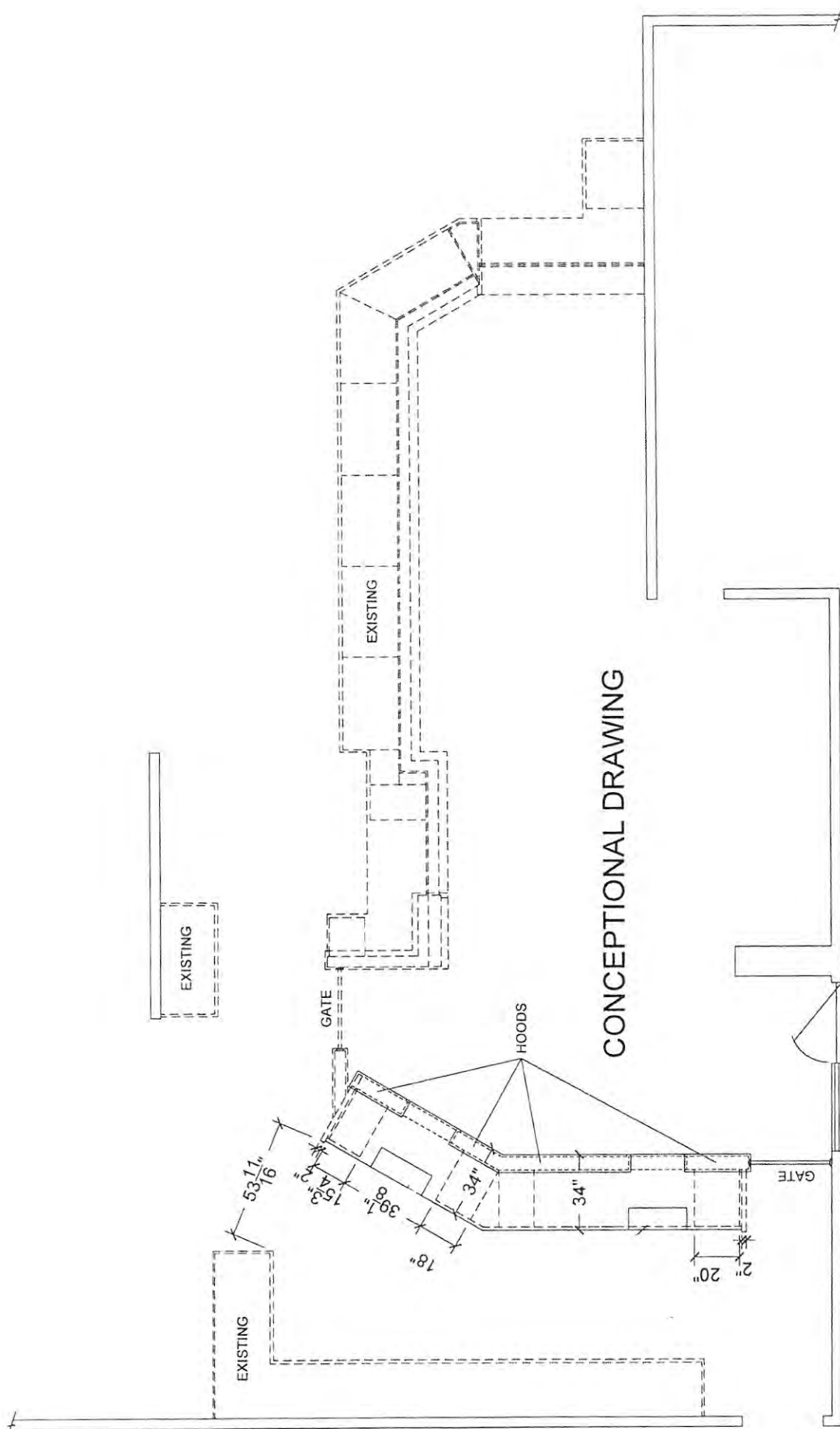
August 20, 2018

To: Coeur d'Alene City Hall
Attn: Howard Gould
From: John DeLeonard
Re: Coeur d'Alene City Hall Finance Area Casework Bid

Bid Includes:

- * Demo & dispose existing casework (reuse base cabs 15 3/4", 18", 20", and 30 3/4" wide)
- * Modify existing pony wall
- * Supply, deliver & install new casework
- * Supply, deliver & install 1 qty. plastic laminate gate

\$14,392.00



Select Euro Systems
600 W. Lancaster Rd. - Hayden, ID 83835
www.selecteurosystems.com
Phone: 208.772.3219 Fax: 208.772.9352

5658 CDA CITY HALL
CUSTOMER SERVICE 005 & FINANCE 006

Floorplan

Current Date: 7-30-18

Scale: 3/16"=1'



600 W. LANCASTER RD. • P.O. BOX 2495 • HAYDEN, ID 83835
PHONE: 208.772.3219 • FAX: 208.772.9352 • WWW.SELECTEUROSYSTEMS.COM

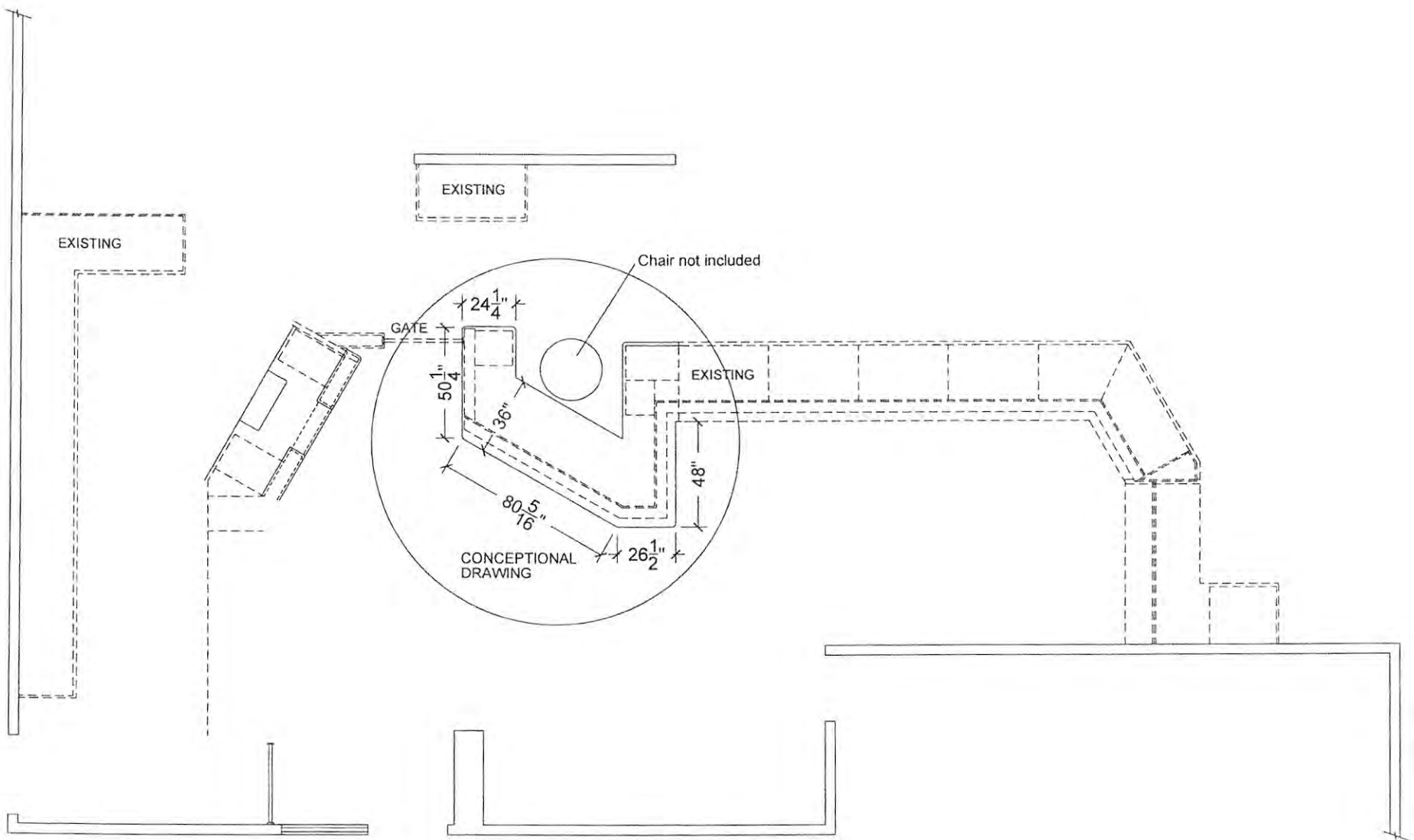
August 20, 2018

To: Coeur d'Alene City Hall
Attn: Howard Gould
From: John DeLeonard
Re: Coeur d'Alene City Hall Customer Service Area Casework Bid

Bid Includes:

- * Demo & dispose existing casework.
- * Modify existing pony wall.
- * Supply, deliver & install new casework w/ 3 qty.
32" high base cabinets, new plastic laminate angled
pony walls, and plastic laminate countertops.

\$13,349.00



Select Euro Systems
 600 W. Lancaster Rd. - Hayden, ID 83835
 www.selecteurosystems.com
 Phone: 208.772.3219 Fax: 208.772.9352

5658 CDA CITY HALL
CUSTOMER SERVICE 005

Floorplan

Current Date: 7-30-18

Scale: 3/16"=1'

ANNOUNCEMENTS

Memo to Council

DATE: August 28, 2018

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the September 4th Council Meeting:

FAY SWENEY

Library Board

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Bette Ammon, Library Board Liaison

GENERAL SERVICES COMMITTEE

Memorial Field Grandstands

Project Update 8-29-2018



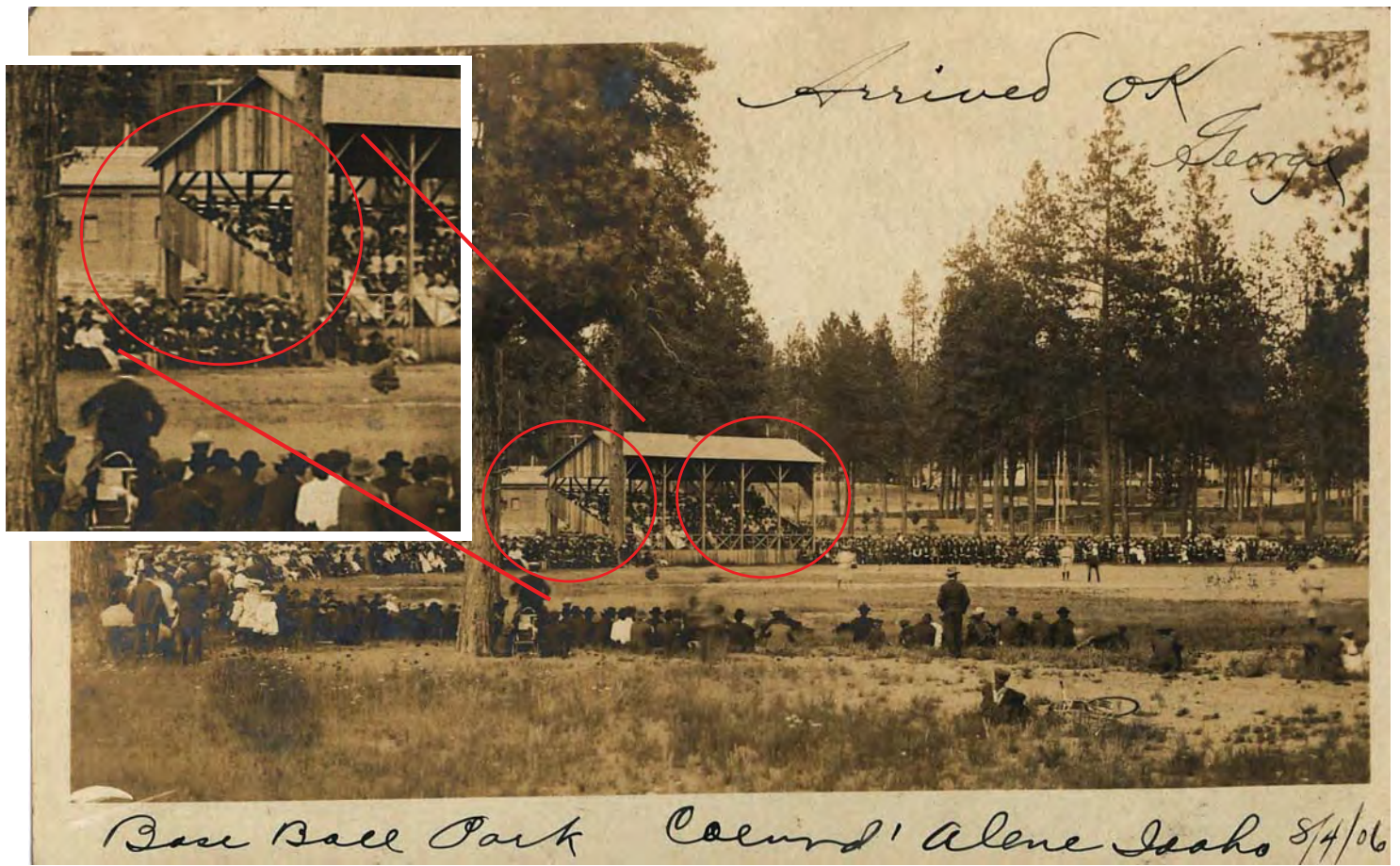
Contents

- Design Process Status
- Design
- Budget
- Schedule

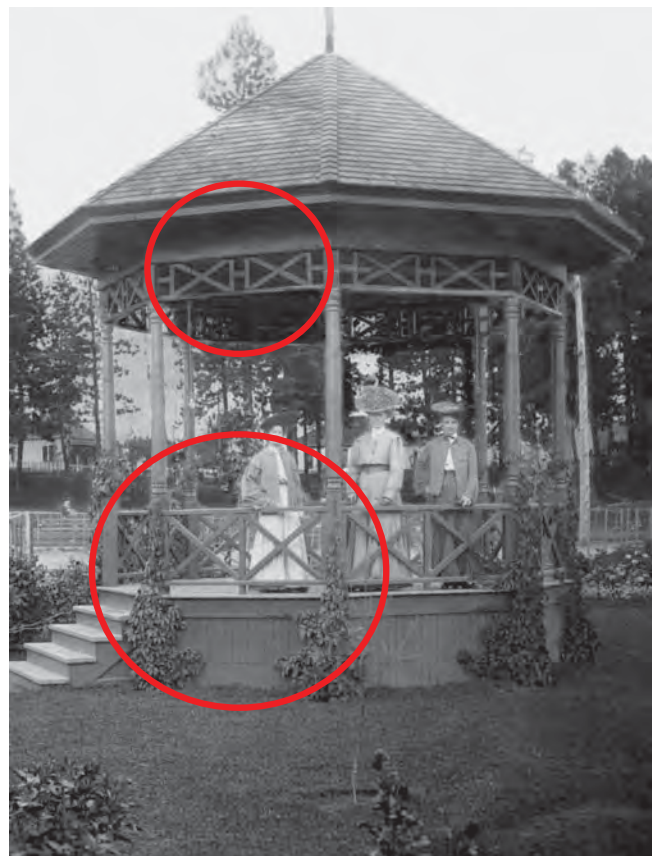
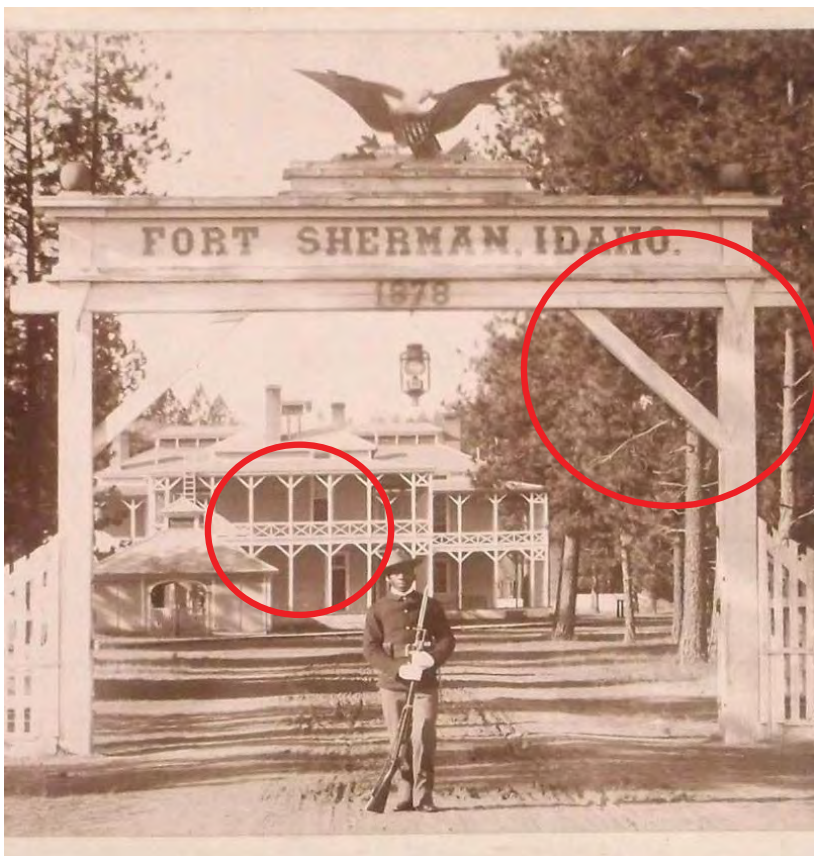
Design Process Status

- ~~Measuring and Modelling Existing Building – DONE!~~
- ~~Program Clarification – DONE!~~
- ~~Meet with City Building Official – DONE!~~
- ~~Structural Engineering Assessment and Report – DONE!~~
- ~~Meet with NIC to verify needs – DONE!~~
- ~~Present Concept Design to Parks Department – DONE!~~
- ~~Present to Ignite Board, City Council, for approval – DONE!~~
- ~~Complete Bid Documents – DONE!~~
- Advertise for Bid – August 31 and September 14
- Receive Bids – September 28, 3:00pm
- Award Contract and Begin Construction





Randy & Sherry Nash Collection

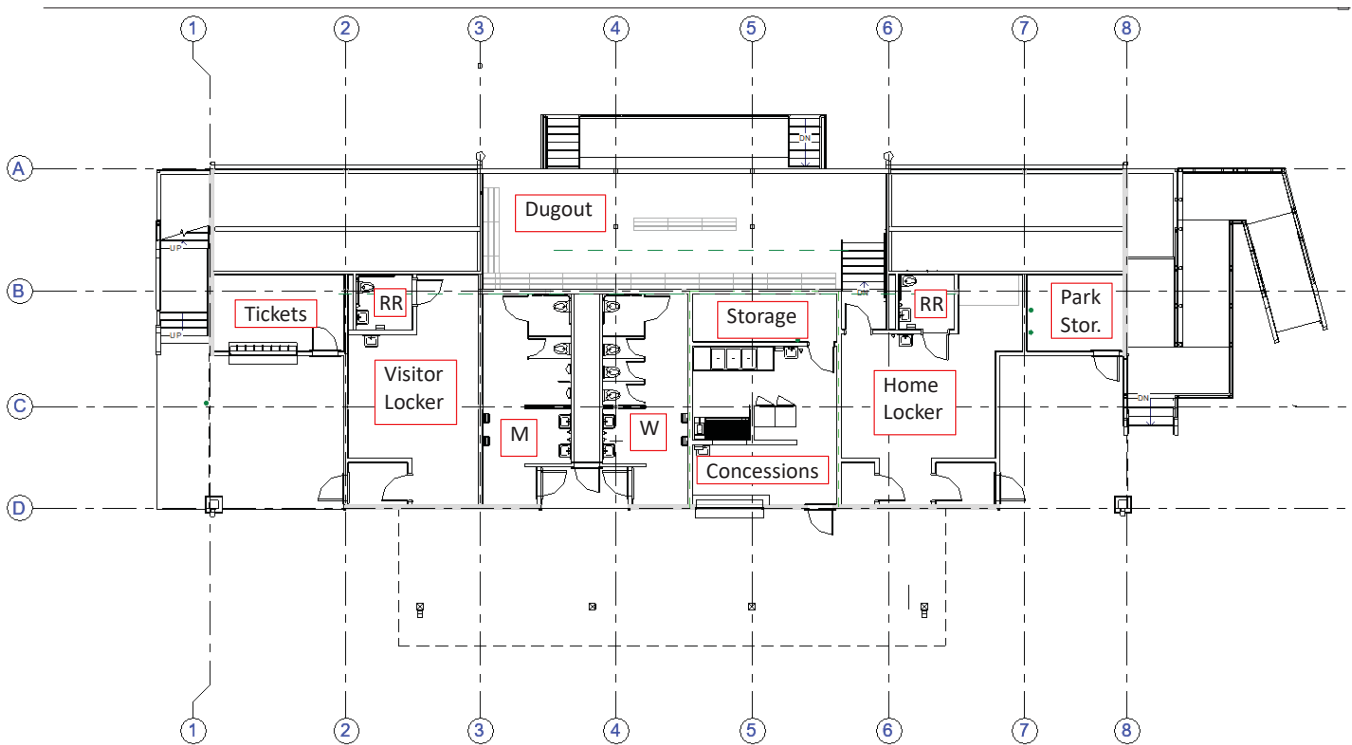


Timberlake Collection

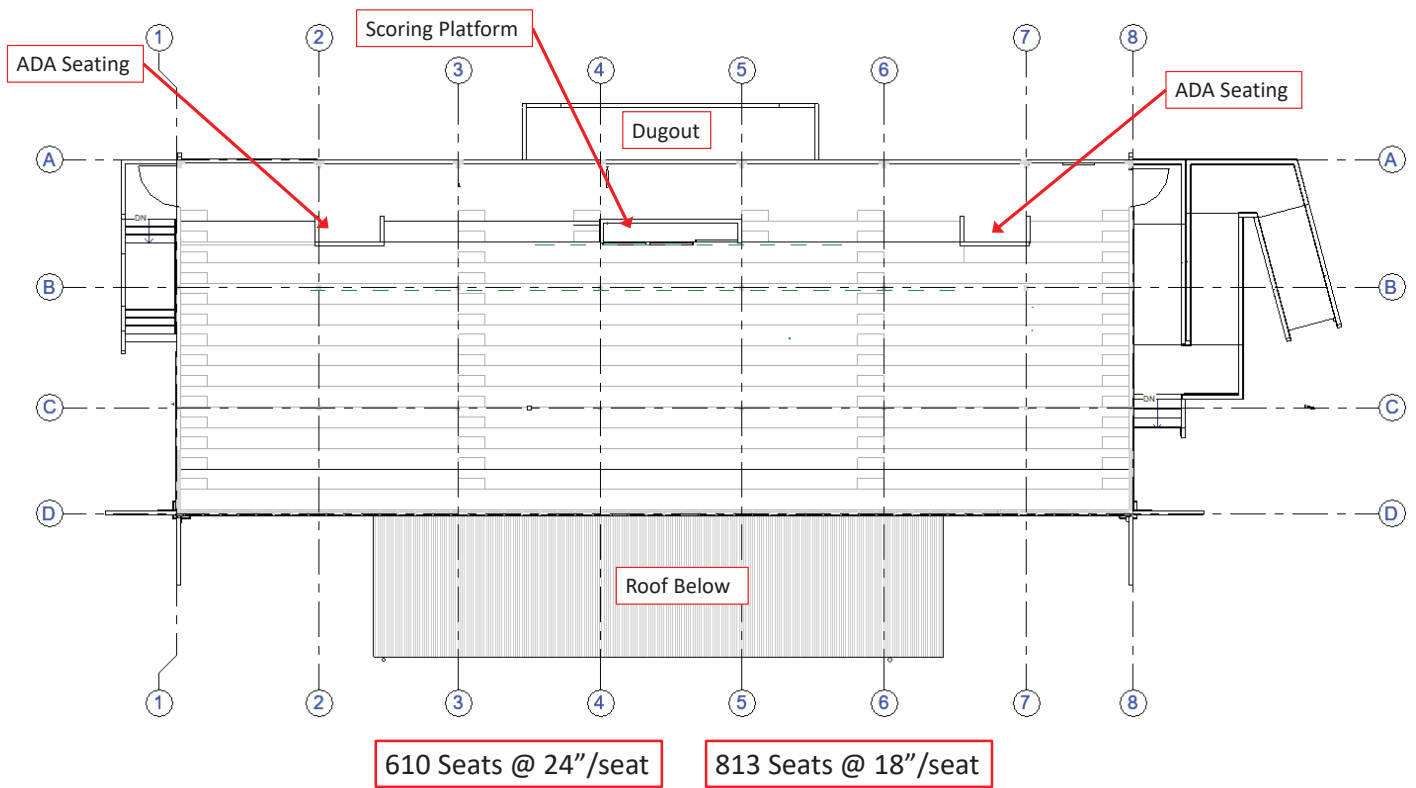


SITE PLAN

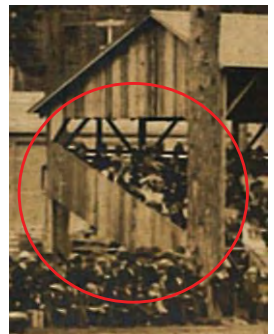
Floor Plan



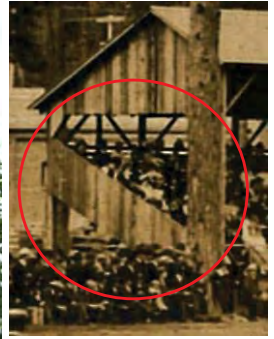
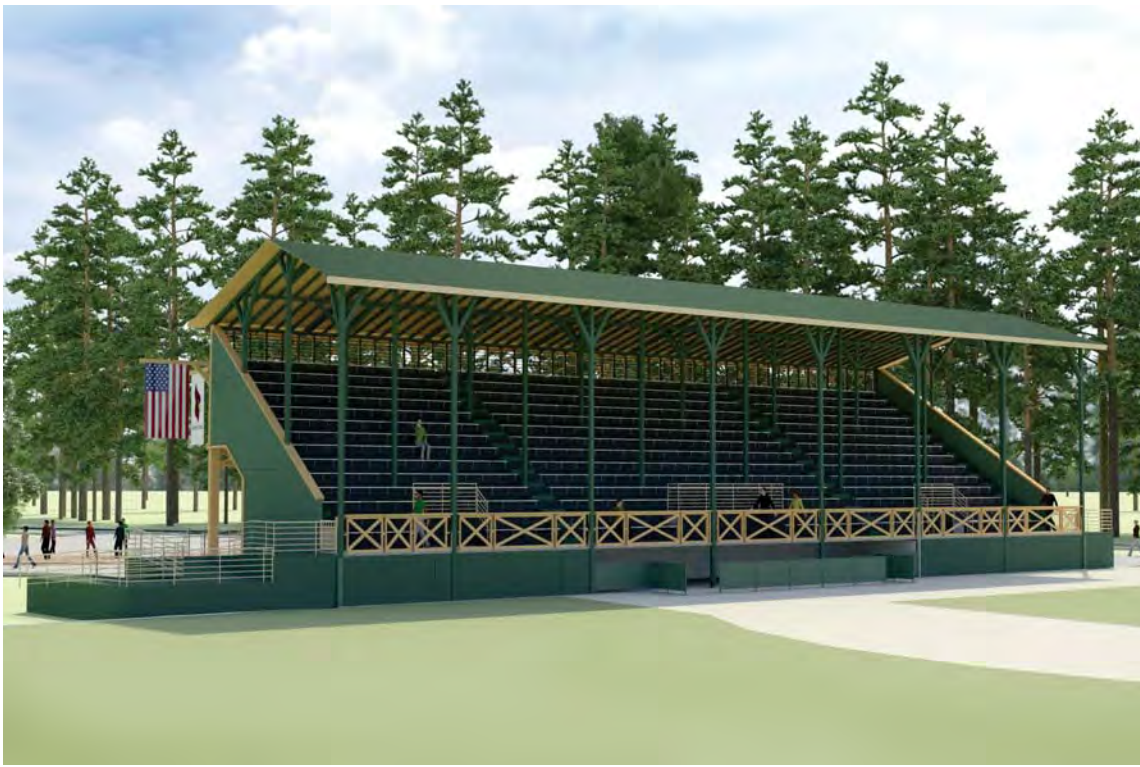
Seating Plan



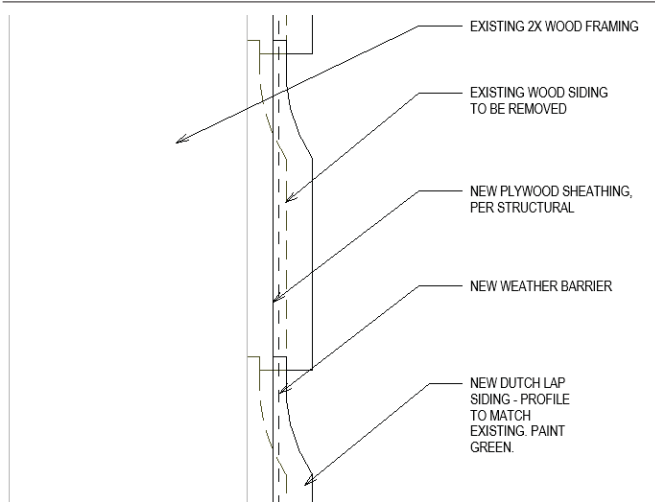
View From Park



View From Field

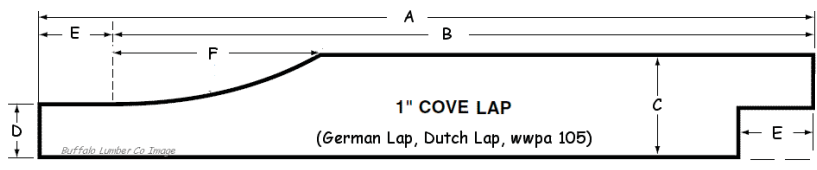


Siding Detail



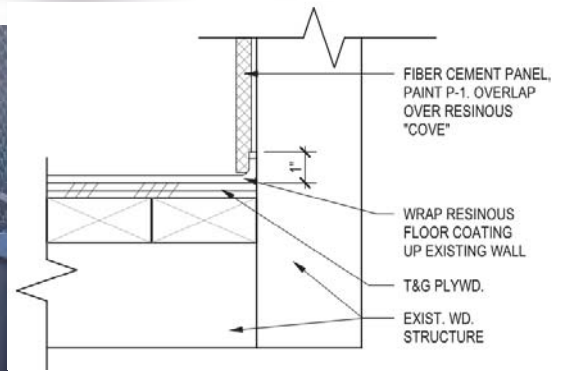
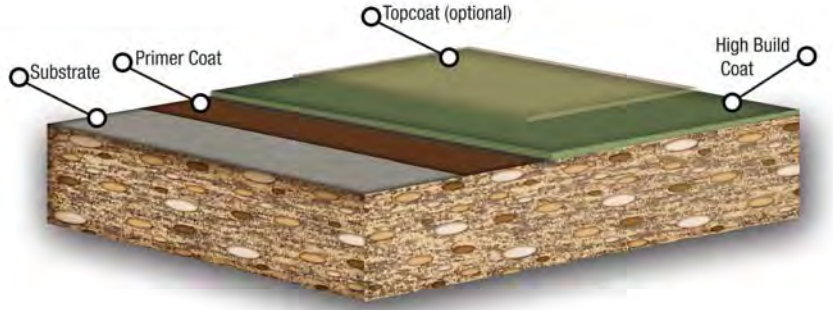
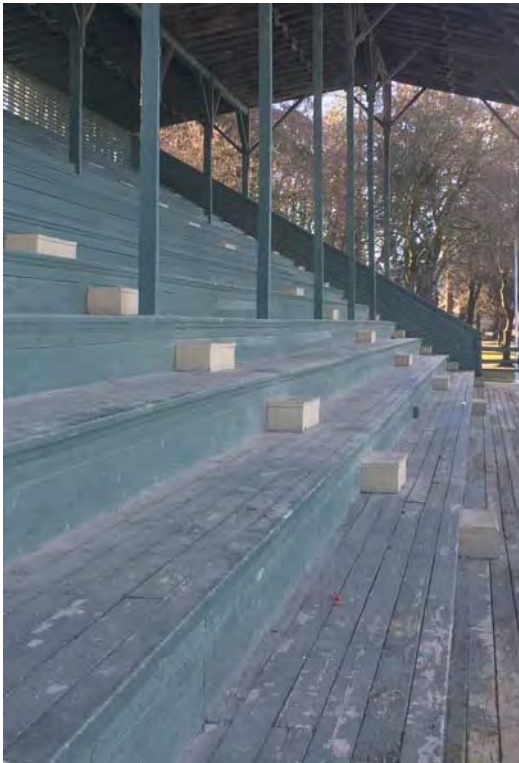
2 TYPICAL SIDING DETAIL

SCALE: 6" = 1'-0"



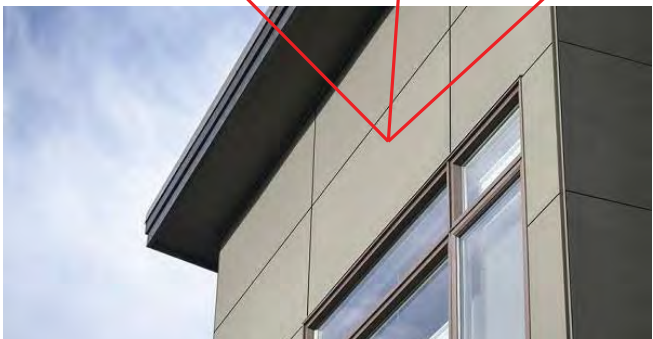
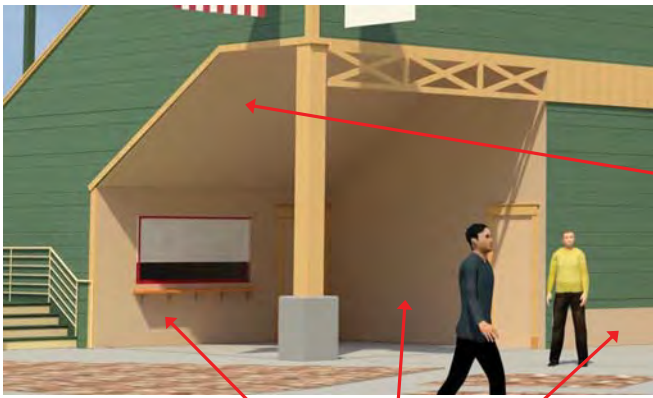
Dutch Lap, Cove Lap, German Lap, WWPA-105

Bleacher Surface Finish



Poured Flooring

Exterior Finish Materials



Fiber-Cement Panels

Re-Claimed Roof Decking Soffit

General Base Bid Scope

- **Base Bid:**

- All Required Structural Upgrades and Repairs
- Replace all existing siding with new Dutch-lap
- Rooms within existing building
- New Shed Roof
- New 'Memorial Field' signage
- Safety Netting
- Re-built guardrail at field walkway
- New north ramp access and south stair access
- Dugout
- Accessible Seating
- Re-paint Existing bleacher treads and risers

Optional Alternate Bid Items

- **Alternates:**

1. All optional structural upgrades and repairs
2. New bleacher steps
3. Relocate field lights from poles to roof
4. Gutters, downspouts, and storm drainage system
5. Plywood subfloor and surfacing on bleacher treads and risers
6. Scoring Platform
7. Stainless Steel Toilets and Lavatories
8. Upgrade to Cedar Siding

Cost Estimate

Base Bid	
Base Bid (Incl. Sales Tax)	\$1,025,972
Fees, Design, Contingencies, Soft Costs, Etc.	\$169,765
Base Bid Project Total	\$1,195,737

Alternates	
1. Optional Structural Upgrades	\$99,446
2. New Bleacher steps	\$12,488
3. Relocate field lights to roof	\$12,218
4. Gutters & D.S., SD system	\$14,328
5. Plywd subfloor and floor finish	\$24,862
6. Scoring Platform	\$5,180
7. Stainless Steel Toilets and Lavs	\$17,046
8. Cedar siding Upgrade	\$21,754
Alternate Bids (Incl. Sales Tax)	\$207,322
Fees, Design, Contingencies, Soft Costs, Etc.	\$66,441
Alternates Project Total	\$273,763

Base + Alts. Project Cost Total	\$1,469,499
--	--------------------

Schedule

Activity Name	2018						2019							
	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
Design														
Bidding														
Construction														
	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	

Thank You!



GENERAL SERVICES STAFF REPORT

Date: August 20, 2018
From: Bill Greenwood Parks & Recreation Director
SUBJECT: Memorial Grandstands (*Council Action Required*)

DECISION POINT:

General Services recommends to City Council that funding from the Parks Capital Improvement Fund be allocated to assist with the remodeling cost of the Memorial Field Grandstands.

HISTORY:

The current Grandstand was completed in 1947. Over the last 70 plus years, countless ballgames have been played at the field and it is now recognized as an iconic feature in our community. It hosted the Scottish Tattoo from 1957 to the late 70s. In 1991, the movie "Talent for the Game" was filmed at the field. The CDA Recreation Department uses the field for our spring and fall league, and it is the Home field for NIC lady's' softball team.

FINANCIAL ANALYSIS:

Ignite has committed the funding for the base bid of \$1,195,737. This amount includes a contribution of \$150,000 from North Idaho College. Within the project, there were identified add alternates that are recommended items which would give the structure better longevity. The total cost for those items is \$273,763. Ignite has agreed to partner with the city to fund 50% of these costs and, therefore, the City's portion from Parks Capital Improvement Fund would be \$136,881.50

PERFORMANCE ANALYSIS:

The add alternatives include public restrooms, an improved concessions area, locker rooms, storage, and a plaza seating area. Structural upgrades will insure that this historic structure will be here for future generations to enjoy

DECISION POINT / RECOMMENDATION:

General Services recommends to City Council that funding, in the amount of \$136,881.50, from the Parks Capital Improvement Fund be allocated to assist with the remodeling costs of the Memorial Field Grandstands.

RESOLUTION NO. 18-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ALLOCATION OF FUNDS FROM THE PARKS CAPITAL IMPROVEMENT FUND TO ASSIST WITH THE REMODELING COSTS ASSOCIATED WITH THE MEMORIAL FIELD GRANDSTANDS.

WHEREAS, the General Services committee of the City of Coeur d'Alene has recommended that the Mayor and Council authorize the expenditure of \$136,881.50 from the Parks Capital Improvement Fund for the City's portion of the cost of the Alternates to the Memorial Grandstand Remodel Project, as set forth in the cost estimate from Architects West, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to make such expenditure;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that an expenditure of \$136,881.50 from the Parks Capital Improvement Fund is authorized for the City's portion of the cost of the Alternates to the Memorial Grandstands Remodel Project, as set forth in the cost estimate from Architects West, attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to enter into or modify any agreement necessary to obligate the City's payment, to the extent the substantive provisions of this authorization remain intact.

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

DATED this 4th day of September, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

Memorial Grandstands

50% Cost Estimate

6-18-2018

Memorial Grandstands - CDA Idaho

Cost Estimate Summary

8/14/2018

Base Bid	
Base Bid (Incl. Sales Tax)	\$1,025,972
Fees, Design, Contingencies, Soft Costs, Etc.	\$169,765
Base Bid Project Total	\$1,195,737

Alternates	
1. Optional Structural Upgrades	\$99,446
2. New Bleacher steps	\$12,488
3. Relocate field lights to roof	\$12,218
4. Gutters & D.S., SD system	\$14,328
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6. Scoring Platform	\$5,180
7. Stainless Steel Toilets and Lavs	\$17,046
8. Cedar siding Upgrade	\$21,754
Alternate Bids (Incl. Sales Tax)	\$207,322
Fees, Design, Contingencies, Soft Costs, Etc.	\$66,441
Alternates Project Total	\$273,763

Base + Alts. Project Cost Total	\$1,469,499
--	--------------------

Building Area

Seating Plan Area	4,320	
Under-Seating Area	3,956	
Total	8,276	GSF
Base Bid	\$1,025,972	
Cost per SF (Base Bid Only)	\$124	
Base Bid + Alternates	\$1,233,293	
Cost per SF (Base Bid + Alternates)	\$149	

Memorial Grandstands
50% Cost Estimate
6-18-2018

General Category	Type Description	Quantity		Unit Price	Original Estimate
DIVISION 1 - GENERAL REQUIREMENTS					
25% of Divisions 2 thru 16		.25		716,836.00	179,209.00
Total Division 1					179,209.00
DIVISION 2 - SITEWORK					
Selective Demolition		4,320	sf	4.00	17,280.00
Paving, Earthwork		1,000	sf	4.00	4,000.00
Fences and Gates		2	ea	500.00	1,000.00
Total Division 2					22,280.00
DIVISION 3 - CONCRETE					
Floor Slab, 4" unreinforced		4,320	sf	5.00	21,600.00
Column Bases		8	ea	500.00	4,000.00
Ramp and Stair Foundations		8	cy	450.00	3,600.00
Foundation Repair		4,320	sf	3.00	12,960.00
Total Division 3					42,160.00
DIVISION 4 - MASONRY					
Unit Masonry			sf		
Total Division 4					
DIVISION 5 - METALS					
Miscellaneous metal fabrications		1	ls	1,500.00	1,500.00
Pipe and Tube Railings		1	ls	3,000.00	3,000.00
Total Division 5					4,500.00
DIVISION 6 - WOOD AND PLASTIC					
Misc. Rough Carpentry:		1	ls	2,500.00	2,500.00
Dutch Lap Siding (Base Bid - Fir or Spruce)		2,700	sf	8.00	21,600.00
Structural Improvements (Base Bid Items Only)		4,320	sf	40.00	172,800.00
Exterior Wood and FC Trim		4,320	sf	5.00	21,600.00
Wood interior wall framing		3,488	sf	2.00	6,976.00
Re-Claimed Wood Ceiling & Wall Finish		1,000	sf	8.00	8,000.00
Ceiling / Interior Roof Framing		1,879	sf	2.00	3,758.00
Yard Arms		4	ea	250.00	1,000.00
Flags (OF/OI)			ea		
Misc. Int. architectural woodwork		4,320	sf	1.50	6,480.00
Total Division 6					244,714.00
DIVISION 7 - THERMAL & MOISTURE PROTECTION					
Sealants and caulking		1	ls	1,000.00	1,000.00
EPDM Roofing		3,000	ls	4.00	12,000.00
Total Division 7					1,000.00
DIVISION 8 - DOORS AND WINDOWS					
New Door and Frame		12	ea	2,500.00	30,000.00
Counter Shutters		2	ea	4,375.00	8,750.00
Total Division 8					30,000.00

Memorial Grandstands
50% Cost Estimate
6-18-2018

General Category	Type Description	Quantity		Unit Price	Original Estimate
DIVISION 9 - FINISHES					
GWB Ceiling		1,879	sf	8.00	15,032.00
Wall Gyp. Bd. Install and Finish		3,000	sf	5.00	15,000.00
Concrete Sealer		4,320	sf	2.00	8,640.00
Rubber Base		436	sf	2.00	872.00
Interior Wall Finishes - Paint		3,000	sf	2.00	6,000.00
Interior Wall Finishes - FRP		500	sf	1.00	500.00
Interior Wall Finishes - Stainless Steel Wall Panel		100	sf	10.00	1,000.00
Bleacher Re-Paint, and walkway surfacing		4,320	sf	7.00	30,240.00
Paint Ceiling		1,978	sf	3.00	5,934.00
Painting - Exterior		4,320	sf	3.00	12,960.00
Painting - miscellaneous		4,320	sf	1.00	4,320.00
Total Division 9					100,498.00
DIVISION 10 - SPECIALTIES					
Memorial Field' Sign		1	ea	5,000.00	5,000.00
Netting and Installation		2,160	sf	10.00	21,600.00
ADA restroom signs		2	ea	150.00	300.00
Total Division 10					26,900.00
DIVISION 11 - EQUIPMENT					
			ea		
Total Division 11					
DIVISION 12 - FURNISHINGS					
Dug-Out Benches (OF/OI)			lf		
Total Division 12					
DIVISION 13 - SPECIAL CONSTRUCTION					
			ls		
Total Division 13					
DIVISION 15 - MECHANICAL					
HVAC		8,276	sf	3.84	31,800.00
Plumbing		8,276	sf	8.26	68,372.00
Fire Supression System		4,000	sf	3.00	12,000.00
Total Division 15					112,172.00
DIVISION 16 - ELECTRICAL					
Permitting and Mobilization		8,276	sf	0.60	5,000.00
Demolition		8,276	sf	0.36	3,000.00
Power Distribution		8,276	sf	3.20	26,487.00
Lighting		8,276	sf	8.45	69,972.00
Special Systems		8,276	sf	1.65	13,635.00
Conduit and Wire		3,956	sf	3.67	14,518.00
Total Division 16					132,612.00
Subtotal Divisions 1-16					896,045.00
Design Contingency @					
Area Adjustment Factor 1					896,045.00
Bonds & Insurance @ 1.50%					13,440.68
Contractor's OH&P @ 10.00%					89,604.50
Subtotal					999,090.18
Sales Tax on Materials only @ 6.00%					26,881.35
GRAND TOTAL					1,025,971.53

Memorial Grandstands
 50% Cost Estimate
 6-18-2018

General Category	Type Description	Quantity		Unit Price	Original Estimate
Alternate #1 - Optional Structural Upgrades and Repairs					
Optional Structural Upgrades		4,320	sf	20.00	86,400.00
Total Division 16					86,400.00
Subtotal Divisions 1-16					86,400.00
Design Contingency @					
Area Adjustment Factor 1					86,400.00
Bonds & Insurance @ 1.50%					1,296.00
Contractor's OH&P @ 10.00%					8,640.00
Subtotal					96,336.00
Sales Tax on Materials only @ 6.00%					3,110.40
GRAND TOTAL - Alternate #1					99,446.40

Alternate #2 - New Bleacher Steps					
New Bleacher Steps, Incl. removal of old steps		62	ea	250.00	15,500.00
Delete sand and repaint existing steps		62	ea	-75.00	-4,650.00
Total Division 16					10,850.00
Subtotal Divisions 1-16					10,850.00
Design Contingency @					
Area Adjustment Factor 1					10,850.00
Bonds & Insurance @ 1.50%					162.75
Contractor's OH&P @ 10.00%					1,085.00
Subtotal					12,097.75
Sales Tax on Materials only @ 6.00%					390.60
GRAND TOTAL - Alternate #4					12,488.35

Alternate #3 - Relocate Field Lights from Poles to Roof					
Relocate Field Lights		1	ls	7,500.00	7,500.00
Re-Aim and Re-Lamp		1	ls	5,615.00	5,615.00
Delete sand and re-painr of existing light poles and wing walls		1	ls	-2,500.00	-2,500.00
Total Division 16					10,615.00
Subtotal Divisions 1-16					10,615.00
Design Contingency @					
Area Adjustment Factor 1					10,615.00
Bonds & Insurance @ 1.50%					159.23
Contractor's OH&P @ 10.00%					1,061.50
Subtotal					11,835.73
Sales Tax on Materials only @ 6.00%					382.14
GRAND TOTAL - Alternate #5					12,217.87

Alternate #4 - Gutters, Downspouts and Storm Drainage System					
Gutters, DS, and SD System		272	lf	6.00	1,632.00
Downspouts		136	lf	6.00	816.00
Storm Drainage System		1	ls	10,000.00	10,000.00
Total Division 16					12,448.00
Subtotal Divisions 1-16					12,448.00
Design Contingency @					
Area Adjustment Factor 1					12,448.00
Bonds & Insurance @ 1.50%					186.72
Contractor's OH&P @ 10.00%					1,244.80
Subtotal					13,879.52
Sales Tax on Materials only @ 6.00%					448.13
GRAND TOTAL - Alternate #6					14,327.65

Memorial Grandstands
 50% Cost Estimate
 6-18-2018

General Category	Type Description	Quantity		Unit Price	Original Estimate
Alternate #5 - Plywood and surfacing on Bleacher Seats					
Plywood on Seats		4,320	sf	2.00	8,640.00
Surfacing		4,320	sf	7.00	30,240.00
Delete sand and re-paint bleacher seats		4,320	sf	-4.00	-17,280.00
Total Division 16					21,600.00
Subtotal Divisions 1-16					21,600.00
Design Contingency @					
Area Adjustment Factor 1					21,600.00
Bonds & Insurance @ 1.50%					324.00
Contractor's OH&P @ 10.00%					2,160.00
Subtotal					24,084.00
Sales Tax on Materials only @ 6.00%					777.60
GRAND TOTAL - Alternate #8					24,861.60

Alternate #6 - Scoring Platform					
Scoring Platform		1	ls	4,500.00	4,500.00
Total Division 16					4,500.00
Subtotal Divisions 1-16					4,500.00
Design Contingency @					
Area Adjustment Factor 1					4,500.00
Bonds & Insurance @ 1.50%					67.50
Contractor's OH&P @ 10.00%					450.00
Subtotal					5,017.50
Sales Tax on Materials only @ 6.00%					162.00
GRAND TOTAL - Alternate #10					5,179.50

Alternate #7 - Stainless Steel Toilets and Urinals in Public Restrooms					
Stainless Steel Toilets		6	ls	3,913.00	23,478.00
Stainless Steel Urinals		2		4,543.00	9,086.00
Credit for Porcelain Toilets		6	ls	-2,313.00	-13,878.00
Credit for Porcelain Urinals		2	ls	-1,938.00	-3,876.00
Total Division 16					14,810.00
Subtotal Divisions 1-16					14,810.00
Design Contingency @					
Area Adjustment Factor 1					14,810.00
Bonds & Insurance @ 1.50%					222.15
Contractor's OH&P @ 10.00%					1,481.00
Subtotal					16,513.15
Sales Tax on Materials only @ 6.00%					533.16
GRAND TOTAL - Alternate #10					17,046.31

Alternate #8 - Cedar siding and exterior trim					
Cedar lap siding, and cedar exterior trim		2,700	sf	15.00	40,500.00
Credit for Fir / Spruce Base Bid Siding		2,700	sf	-8.00	-21,600.00
Total Division 16					18,900.00
Subtotal Divisions 1-16					18,900.00
Design Contingency @					
Area Adjustment Factor 1					18,900.00
Bonds & Insurance @ 1.50%					283.50
Contractor's OH&P @ 10.00%					1,890.00
Subtotal					21,073.50
Sales Tax on Materials only @ 6.00%					680.40
GRAND TOTAL - Alternate #10					21,753.90

OTHER BUSINESS

RESOLUTION NO. 18-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT WITH ASPEN HOMES AND DEVELOPMENT, LLC, CONCERNING A PARCEL OF LAND NEAR THE INTERSECTION OF 15TH STREET AND BEST AVENUE, KNOWN AS 2400 N. 15TH STREET.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Aspen Homes and Development, LLC, pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council that the City enter into an annexation agreement with Aspen Homes and Development, LLC, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 4th day of September, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

ANNEXATION AGREEMENT

2400 N. 15TH Street

A-1-18

THIS AGREEMENT, made and dated this 4th day of September, 2018, by and between the City of Coeur d’Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the “City,” and *Aspen Homes and Development LLC*, an Idaho Limited Liability Company, organized pursuant to the laws of the State of Idaho, with its address at *1831 N. Lakewood Drive, Ste A*, Coeur d’Alene, ID 83814 hereinafter referred to as the “Owner,”

W I T N E S S E T H:

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

WHEREAS, the Coeur d’Alene Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, zoning prior to annexation from County Ag-Suburban to City R-17. A copy of the approved Findings and Order are attached hereto as Exhibit “B” and are incorporated by reference into the substantive portion of this agreement; and

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

NOW, THEREFORE,

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

ARTICLE I: LEGAL DESCRIPTION

1.1. Legal description: The Property to be annexed is a portion of that particular tract of land described in the Warranty Deed recorded as instrument Number 1153095 (records of Kootenai County, Idaho) situated in the Northwest ¼ of Section 7, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

ARTICLE II: STANDARDS

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

ARTICLE III. UTILITIES

3.1. Water and sewer: The Owner agrees to use the City's water and sanitary sewer systems for this development. The Owner will extend, at its own cost, the water and sanitary sewer systems to each lot within the approved subdivision and further agrees to fully comply with all City policies for its water and wastewater systems.

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

3.3. Garbage collection: The Owner agrees that upon the expiration of any existing term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

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

3.5. Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

ARTICLE IV: PUBLIC IMPROVEMENTS

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

4.2. Compliance with conditions of approval: The conditions of approval for any subdivision of the Property are expressly incorporated into this Agreement as binding provisions of this Agreement. As such, the Owner specifically agrees to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement.

ARTICLE V: FEES

5.1. Consideration: The Owner agrees to provide specific consideration, in the amount of Fifteen Thousand Dollars and no/100 (\$15,000.00), to the City at the times specified in Section 5.3 below. This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty Dollars and no/100 (\$750.00) per potential residential lot in the approved zone, R-17 (17 units per acre), and considering that the parcel is 1.22 acres in size. The sum provided for by this Agreement is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code.

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

5.3. Payment of annexation fees: On or before the issuance of any building or development permit, or the commencement of any work on the Property, the Owner will pay the required annexation fee in full. The Owner expressly agrees that the City may withhold permits until such time as the required fee is paid.

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

5.5. The Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such Agreement. The Parties further agree that such fee shall be in the amount of Eight Hundred Dollars and no/100 (\$800.00).

ARTICLE VI. MISCELLANEOUS

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

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

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

6.4. Merger: All prior representations, warranties, covenants, conditions, and agreements of the parties, oral or in writing, are merged in this Agreement.

6.5. Recordation: The Owner further agrees this Agreement shall be recorded at the Kootenai County Recorder's Office by the City at the Owner's sole expense.

6.6. Amendment: The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in any law. The parties agree this Agreement is not intended to replace any other requirement of City code.

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

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

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

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

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

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

CITY OF COEUR D'ALENE

**ASPEN HOMES AND
DEVELOPMENT, LLC** an Idaho limited
liability company

By: _____
Steve Widmyer, Mayor

By: _____
Todd R. Stam, Manager

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 4th day of September, 2018, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of September, 2018, before me, a Notary Public, personally appeared **Todd R. Stam**, as manager of **Aspen Homes and Development LLC** on behalf of said limited liability company, and acknowledged to me that such corporation executed the same.

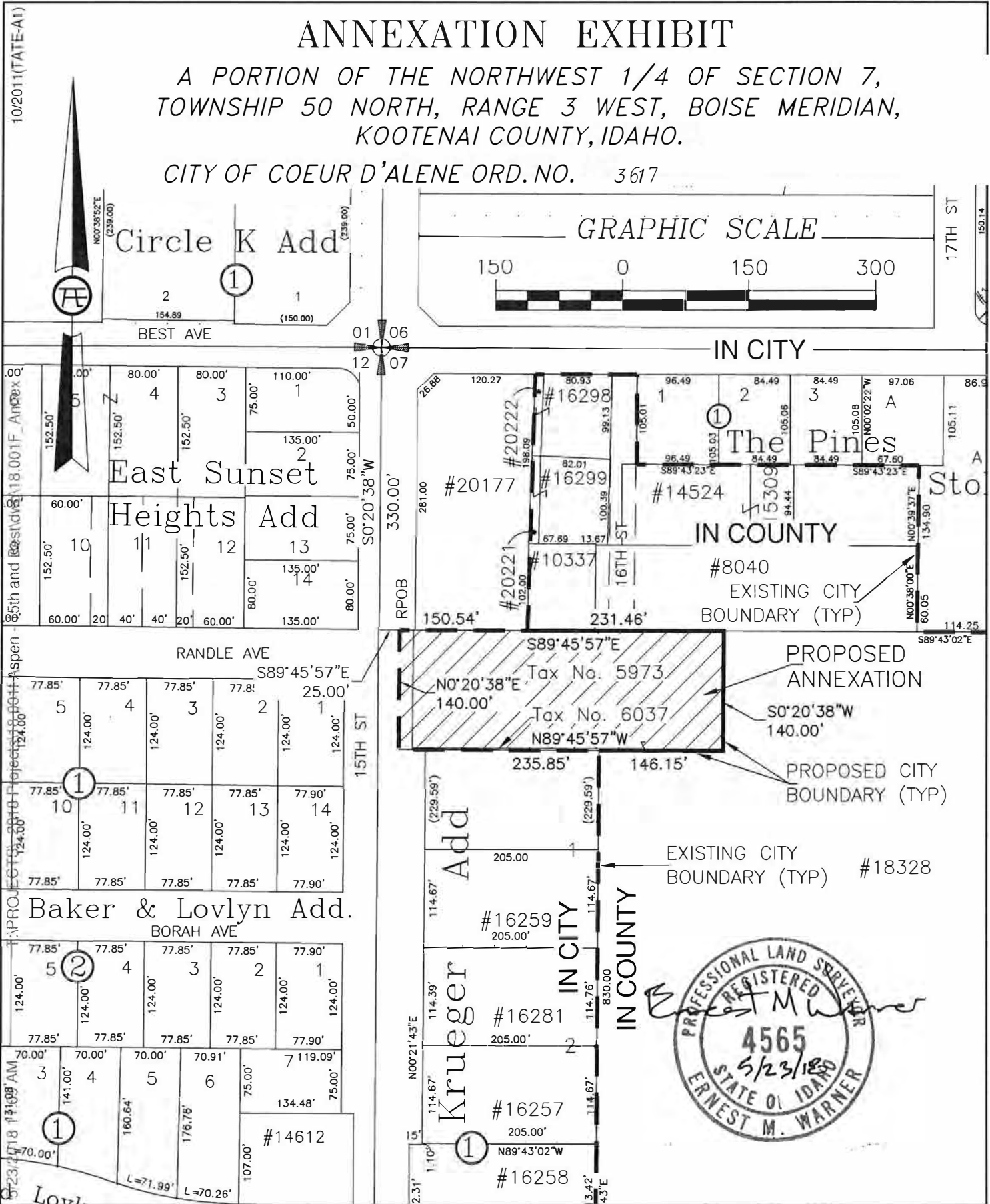
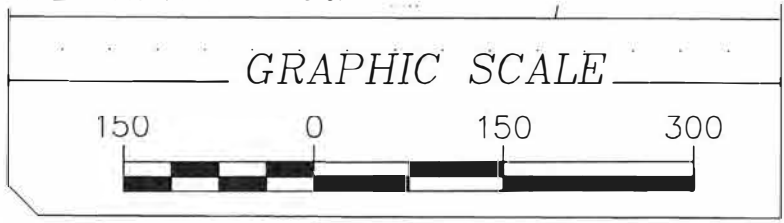
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

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

ANNEXATION EXHIBIT

A PORTION OF THE NORTHWEST 1/4 OF SECTION 7,
TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO.

CITY OF COEUR D'ALENE ORD. NO. 3617



ANNEXATION EXHIBIT - ASPEN		
PORTION OF NW 1/4, SEC 7, T50N, R3W, BM		
PROJECT NO. : 18.001F	DRAWN BY: ERN	SCALE: 1" = 150'
	CHECKED BY: EMW	DATE: 5/22/18
SHEET NO. : 1	DRAWING: 18.001F ANNEX	



Tate Engineering, Inc.
1625 North 4th Street, Ste. 204
Coeur d'Alene, Idaho, 83814
(208) 676-8708 e-mail: info@tate-eng.com

Client: Aspen
Project: 15th Street Annexation
Date: May 22, 2018

A portion of that particular tract of land described in Warranty Deed recorded as Instrument Number 1153095 (records of Kootenai County, Idaho) situated in the Northwest 1/4 of Section 7, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Commencing at the Northwest Corner of said Section 7, thence along the westerly line of said Section 7 South 0°20'38" West a distance of 330.00 feet to the Northwest Corner of said tract (Inst. No. 1153095), thence leaving said westerly line along the northerly boundary of said tract South 89°45'57" East a distance of 25.00 feet to an angle point on the City of Coeur d'Alene boundary, said point being the REAL POINT OF BEGINNING.

thence continuing along said northerly boundary and said city boundary South 89°45'57" East a distance of 150.54 feet to an angle point of said city boundary;
thence leaving said city boundary and continuing along the boundary of said tract the following courses;
South 89°45'57" East a distance of 231.46 feet;
thence South 0°20'38" West a distance of 140.00 feet;
thence North 89°45'57" West a distance of 146.15 feet to an angle point of said city boundary;
thence continuing along said boundary (Inst. No. 1153095) and said city boundary North 89°45'57" West a distance of 235.85 feet;
thence leaving said boundary (Inst. No. 1153095) along said city boundary North 0°20'38" East a distance of 140.00 feet to the REAL POINT OF BEGINNING.



EXHIBIT A

10/2011(TATE-A1)

ZONING EXHIBIT

A PORTION OF THE NORTHWEST 1/4 OF SECTION 7,
TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO.

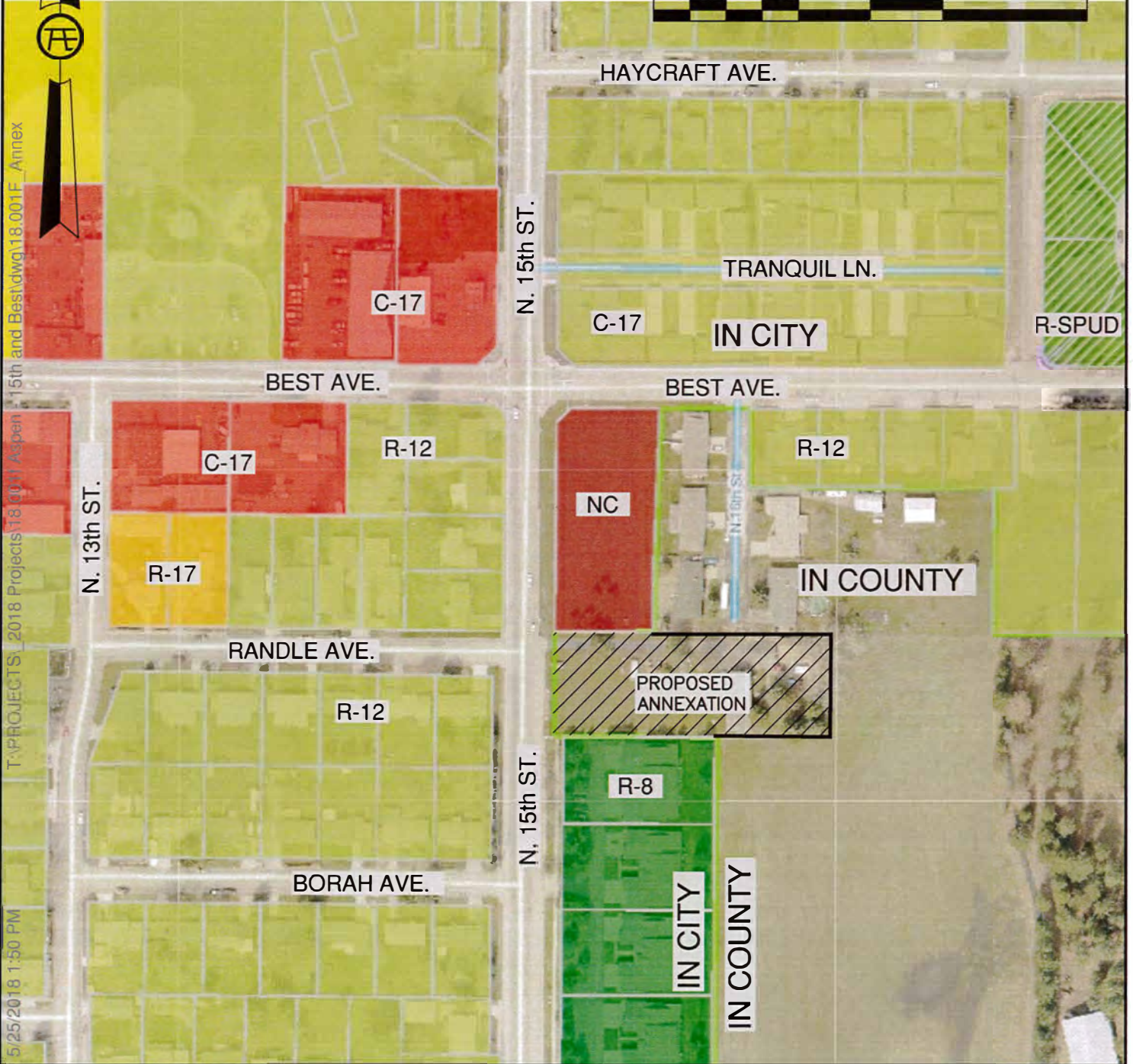
CITY OF COEUR D'ALENE ORD. NO. 3617

GRAPHIC SCALE



T:\PROJECTS_2018 Projects\18.001F Aspen\15th and Best\dwg\18.001F_Annex

5/25/2018 1:50 PM



ZONING EXHIBIT - ASPEN PORTION OF NW 1/4, SEC 7, T50N, R3W, BM		
PROJECT NO. : 18.001F	DRAWN BY: DALE	SCALE: 1" = 200'
	CHECKED BY: EMW	DATE: 5/25/18
SHEET NO.: 1	DRAWING: 18.001F ANNEX	



Tate Engineering, Inc.
1625 North 4th Street, Ste. 204
Coeur d'Alene, Idaho, 83814
(208) 676-8708 e-mail: info@tate-eng.com

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on August 21, 2018 and there being present a person requesting approval of ITEM A-1-18, a request for zoning prior to annexation from County Ag-Suburban to City R-17.

APPLICANT: ASPEN HOMES AND DEVELOPMENT, LLC

LOCATION: +/- 1.22 ACRE PARCEL NEAR THE INTERSECTION OF 15th STREET & BEST AVENUE

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON
(The City Council may adopt Items B1 to B7.)**

- B1. That the existing land uses are A Planned Unit Development (PUD), residential single-family, multi-family, civic, commercial, and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established – NE Prairie.
- B3. That the zoning is County Agricultural Suburban.
- B4. That the notice of public hearing was published on August 3, 2018, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on August 21, 2018.

- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
- **Objective 1.12 - Community Design:**
Support the enhancement of existing urbanized areas and discourage sprawl.
 - **Objective 1.14 - Efficiency:**
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
 - **Objective 3.01 - Managed Growth:**
Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population
 - **Objective 4.02 - City Services:**
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).
- B9. That public facilities and utilities is available and adequate for the proposed use.
- B10. That the physical characteristics of the site do make it suitable for the request at this time.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses. This is based on the information in the staff report.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of ASPEN HOMES AND DEVELOPMENT, LLC for zoning prior to annexation as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

None.

Motion by Gookin, seconded by McEvers, to adopt the foregoing Findings and Order

ROLL CALL:

Council Member Gookin	Voted Yes
Council Member Edinger	Voted Yes
Council Member McEvers	Voted Yes
Council Member English	Voted Yes
Council Member Miller	Voted Yes

Council Member Evans was absent.

Motion to approved carried by a 5 to 0 vote.



MAYOR STEVE WIDMYER

ORDINANCE NO. _____
COUNCIL BILL NO. 18-1021

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 7, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed;

NOW, THEREFORE,

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as City R-17 (Residential at 17 units per acre).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and he is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on September 4, 2018.

APPROVED by the Mayor this 4th day of September, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-1-18 2400 N. 15TH ST.

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 7, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; 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. _____ 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, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-1-18 2400 N. 15th St., and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

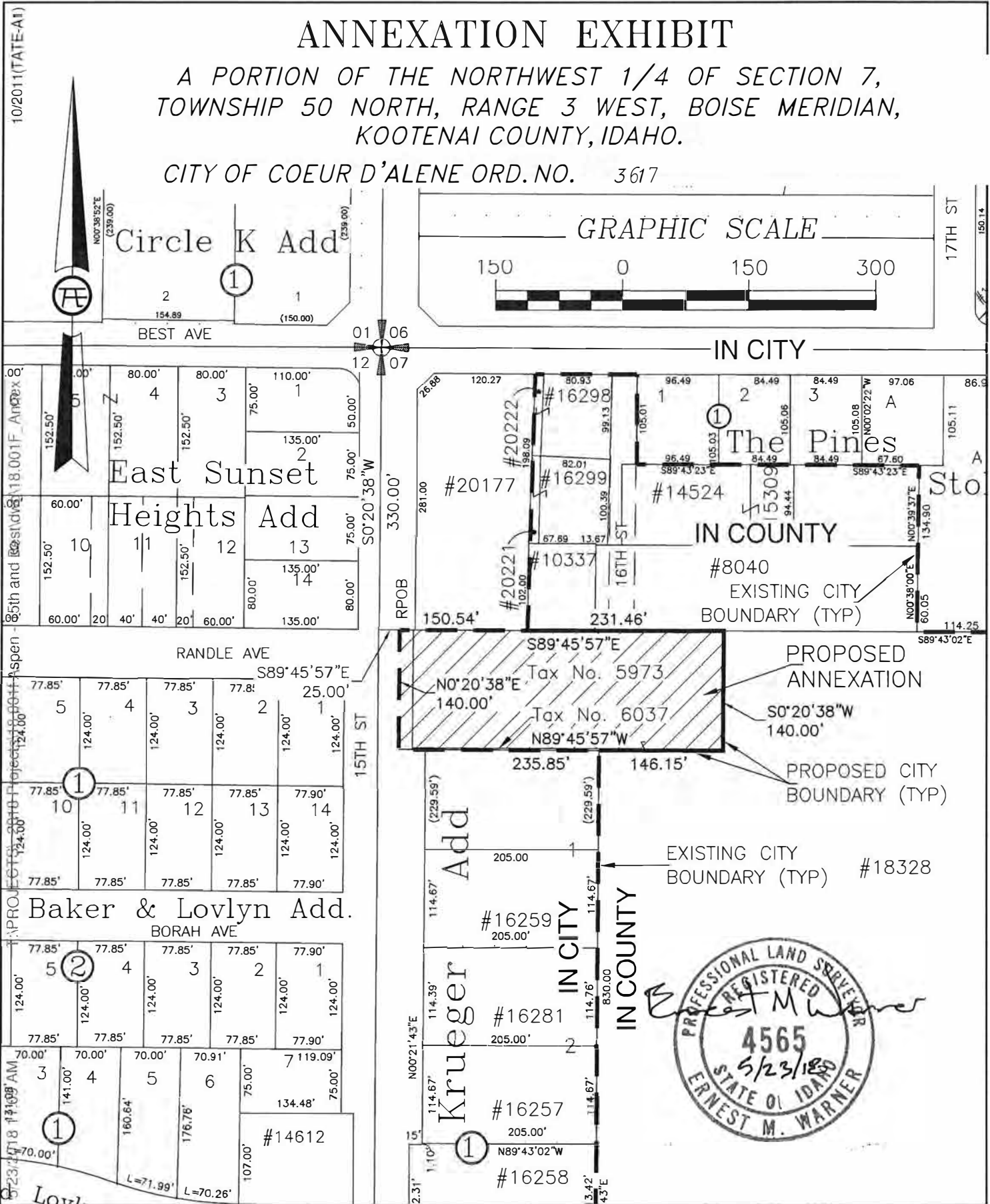
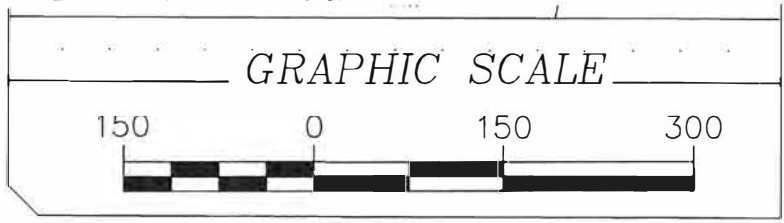
DATED this 4th day of September, 2018.

Randall R. Adams, Chief Deputy City Attorney

ANNEXATION EXHIBIT

A PORTION OF THE NORTHWEST 1/4 OF SECTION 7,
TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO.

CITY OF COEUR D'ALENE ORD. NO. 3617



ANNEXATION EXHIBIT - ASPEN PORTION OF NW 1/4, SEC 7, T50N, R3W, BM		
PROJECT NO. : 18.001F	DRAWN BY: ERN	SCALE: 1" = 150'
	CHECKED BY: EMW	DATE: 5/22/18
SHEET NO. : 1	DRAWING: 18.001F ANNEX	



Tate Engineering, Inc.
1625 North 4th Street, Ste. 204
Coeur d'Alene, Idaho, 83814
(208) 676-8708 e-mail: info@tate-eng.com

Client: Aspen
Project: 15th Street Annexation
Date: May 22, 2018

A portion of that particular tract of land described in Warranty Deed recorded as Instrument Number 1153095 (records of Kootenai County, Idaho) situated in the Northwest 1/4 of Section 7, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Commencing at the Northwest Corner of said Section 7, thence along the westerly line of said Section 7 South 0°20'38" West a distance of 330.00 feet to the Northwest Corner of said tract (Inst. No. 1153095), thence leaving said westerly line along the northerly boundary of said tract South 89°45'57" East a distance of 25.00 feet to an angle point on the City of Coeur d'Alene boundary, said point being the REAL POINT OF BEGINNING.

thence continuing along said northerly boundary and said city boundary South 89°45'57" East a distance of 150.54 feet to an angle point of said city boundary;
thence leaving said city boundary and continuing along the boundary of said tract the following courses;
South 89°45'57" East a distance of 231.46 feet;
thence South 0°20'38" West a distance of 140.00 feet;
thence North 89°45'57" West a distance of 146.15 feet to an angle point of said city boundary;
thence continuing along said boundary (Inst. No. 1153095) and said city boundary North 89°45'57" West a distance of 235.85 feet;
thence leaving said boundary (Inst. No. 1153095) along said city boundary North 0°20'38" East a distance of 140.00 feet to the REAL POINT OF BEGINNING.



EXHIBIT A

10/2011(TATE-A1)

ZONING EXHIBIT

A PORTION OF THE NORTHWEST 1/4 OF SECTION 7,
TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO.

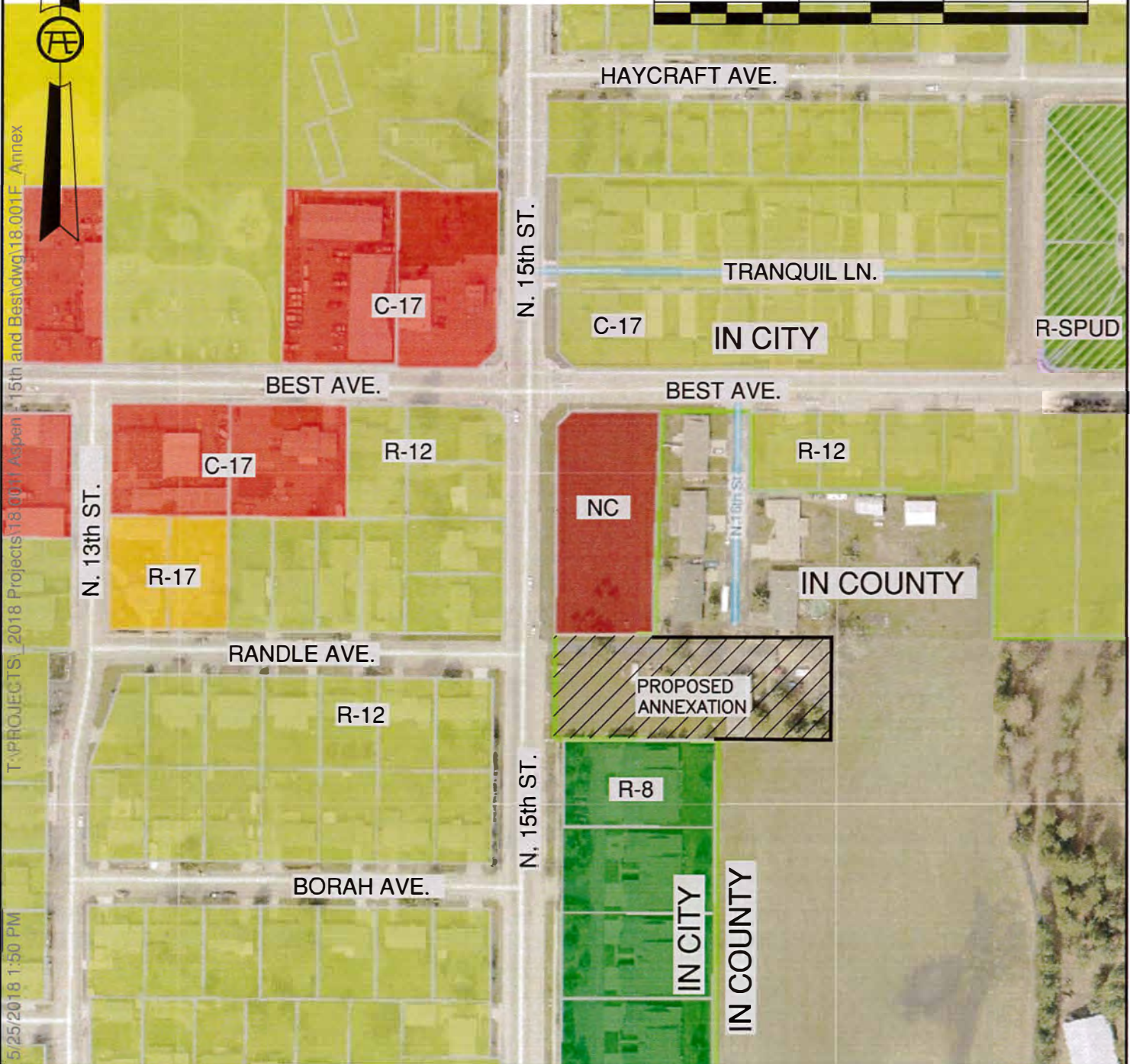
CITY OF COEUR D'ALENE ORD. NO. 3617

GRAPHIC SCALE



T:\PROJECTS_2018 Projects\18.001F Aspen_15th and Best\dwg\18.001F_Annex

5/25/2018 1:50 PM



ZONING EXHIBIT - ASPEN PORTION OF NW 1/4, SEC 7, T50N, R3W, BM		
PROJECT NO. : 18.001F	DRAWN BY: DALE	SCALE: 1" = 200'
	CHECKED BY: EMW	DATE: 5/25/18
SHEET NO.: 1	DRAWING: 18.001F ANNEX	



Tate Engineering, Inc.
1625 North 4th Street, Ste. 204
Coeur d'Alene, Idaho, 83814
(208) 676-8708 e-mail: info@tate-eng.com

Date: August 30, 2018
To: Mayor Widmyer and the City Council
From: Troy Tymesen; City Administrator
Re: Coeur d'Alene Firefighters Local No. 710, International Association of Firefighters Agreement (IAFF)

Decision Point: Should City Council approve the proposed negotiated Coeur d'Alene Firefighters Local No. 710, IAFF Agreement, establishing compensation and benefits over a four year contract?

History: The Agreement shall be applicable to the Fire Union represented classifications for a term commencing October 1, 2018, and ending September 30, 2022. All prior resolutions and agreements between the City and the Fire Union will no longer be applicable unless specifically provided herein.

Financial: The following are the significant highlights regarding the negotiated contract:

- 4 year contract;
- 2.5% fixed annual cost of living adjustment for each year of the 4 year contract;
- 1% increase to maximum of each rank for each year of the 4 year contract;
- Reducing the amount of years it takes to reach the maximum of the pay scale from 9½ years to 5 years;
- The medical premium cost for employees with dependent coverage will increase from 5% to 10%;
- Updating HRA/VEBA contribution to a flat rate based on rank;
- Military Leave benefit added.

Performance Analysis: The proposed contract with the Fire Union was negotiated in good faith with the City, and the compensation and benefits included will provide a competitive package for those represented by the Association as well as for the City.

Decision Point/Recommendation: City Council should approve the proposed negotiated Coeur d'Alene Firefighters Local No. 710, IAFF Agreement, establishing compensation and benefits for a four year contract term.

RESOLUTION NO. 18-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS.

WHEREAS, the City Administrator and Human Resources Director have recommended that the City of Coeur d'Alene enter into a Collective Bargaining Agreement with the Coeur d'Alene Firefighters Local No. 710, International Association of Firefighters, pursuant to terms and conditions set forth the agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Collective Bargaining Agreement with the Coeur d'Alene Firefighters Local No. 710, International Association of Firefighters in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 4th day of September, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of September, 2018, by and between the CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, hereinafter referred to as the "CITY," and the COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the "UNION,"

W I T N E S S E T H,

WHEREAS, I.C. § 44-1802 authorizes firefighters in any city to bargain collectively with their respective city and to be represented by a bargaining agent in such collective bargaining process as to wages, rates of pay, working conditions, and all other terms and conditions of employment, and,

WHEREAS, the City of Coeur d'Alene and the UNION have collectively bargained since 1980 and copies of previous agreements are available at the office of the City Clerk, and,

WHEREAS, the majority of the firefighters of the CITY have selected the UNION as their sole and exclusive bargaining agent for all employees of the fire department of the CITY, and,

WHEREAS, the representatives of the UNION timely presented to the CITY written notice for a meeting for collective bargaining purposes, pursuant to the provisions of said I.C. § 44-1802, and,

WHEREAS, the CITY and representatives of the UNION have met and conferred in good faith to resolve and mutually agree upon wages, rates of pay, working conditions, and all other terms and conditions of employment and, as a result thereof, the CITY and the UNION desire to enter into a collective labor agreement for the term as specified in Article II.

NOW, THEREFORE, the parties hereby mutually agree as follows:

CONTENTS

Article 1	Purposes
Article 2	Term of Agreement
Article 3	Recognition
Article 4	Union Security & Checkoff
Article 5	City Security
Article 6	Union Business
Article 7	Discrimination
Article 8	Minimum Staffing
Article 9	Prevailing Rights
Article 10	Supplemental Agreement
Article 11	Rules & Regulations
Article 12	Grievance Procedure
Article 13	Personnel Reduction
Article 14	Shift Changes
Article 15	Working out of Classification
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Article 17	Vacancies & Promotions
Article 18	Bereavement Leave
Article 19	Insurance Coverage
Article 20	Holidays
Article 21	Work Schedule/Overtime
Article 22	Vacation
Article 23	Wages
Article 24	Job Description
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Article 27	Tuition Reimbursement
Article 28	Management Rights
Article 29	Savings Clause
Article 30	Post Employment Health Insurance/(MERP)
Article 31	Binding Arbitration
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Article 33	FRF Excess Contributions
Article 34	Urban Renewal District Opener
Article 35	Military leave
Article 36	Survivor's Benefit
Appendix A	Fire Compensation Schedule
Appendix B	Fire Service Time Increases
Appendix C	Fire Job Descriptions

**ARTICLE 1
PURPOSES**

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

**ARTICLE 2
TERM OF AGREEMENT**

This Agreement shall be effective as of the first (1) day of October 2018, and shall remain in full force and effect until the thirtieth (30) day of September 2022. If a new agreement has not been reached between the CITY and the UNION upon expiration of this Agreement, this Agreement will remain in effect and unchanged until a new agreement is reached.

**ARTICLE 3
RECOGNITION**

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

**ARTICLE 4
UNION SECURITY AND CHECKOFF**

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

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

**ARTICLE 5
CITY SECURITY**

SECTION 1. The UNION and the employees agree that during the term of this Agreement, they will not cause, encourage, participate in, or support any slow-down, strike, or picketing against the CITY or other interruption of or interference with the normal functions of the CITY. The UNION and the employees further agree that, during the term of this Agreement,

no firefighter will recognize a picket line of any labor organization while in the performance of his/her official duties. Violation of this paragraph shall be grounds for disciplinary action.

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

ARTICLE 6 UNION BUSINESS

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

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

ARTICLE 7 DISCRIMINATION

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

ARTICLE 8 MINIMUM STAFFING

SECTION 1. It is agreed that the intent of this article is to have a minimum staffing level of seventeen (17) firefighters (ranks Firefighter through Battalion Chief) on duty and available

for initial response, of which two will be Idaho State certified paramedics.

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

It is the intent that two ambulances should be staffed with a minimum of two firefighters each.

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

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

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

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

1. School/classes
2. Conferences/Seminars
3. Meetings/Miscellaneous functions, approved by the Fire Chief or Deputy Fire Chief in the Chief's absence.

In order to ensure a quick response to emergency incidents within the CITY, the above functions shall be approved only if they fall within the following boundaries:

- N- North to Wyoming Avenue
- S- South to the North Base of Mica Grade.
- E- East to the National Forest line/Southeast to the Mullan Trail I-90 Exit.
- W- West to Highway 41.

Note: In addition to the above set boundaries, the use of Dalton City Hall, located at 4th Street and Hanley Avenue, shall be available for an entire duty crew to attend the previously mentioned functions.

Prior to attending a function on-duty that falls outside the city limits, those personnel wishing to attend said function shall obtain the approval of their Battalion Chief or Acting Battalion Chief, Deputy Chief, or Fire Chief. No more than one station, regardless of the staffing levels, will be allowed to attend functions on any given day. The shift Battalion Chief, Deputy

Chief, or Fire Chief, however, may allow that number to increase if they feel confident their area of responsibility is sufficiently covered. The Battalion Chief shall have the ability to cancel or recall on-duty personnel from attending a function if it is felt that attendance at said function will greatly delay the response back to the city limits as the result of weather conditions, an increase in emergency activity, or other circumstances.

ARTICLE 9 PREVAILING RIGHTS

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

ARTICLE 10 SUPPLEMENTAL AGREEMENT

The terms and provisions herein contained shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous agreements or understanding, whether written, oral or implied.

ARTICLE 11 RULES AND REGULATIONS

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

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

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

ARTICLE 12 GRIEVANCE PROCEDURE

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

SECTION 2. The UNION may form a grievance committee that shall, from time to time, acquaint itself with grievances submitted to it by any firefighter governed by this Agreement. Such committee may, in the event it deems a grievance meritorious, refer the grievance to the

Fire Chief, in accordance with the procedure provided in Section 3, for the purpose of correcting, rectifying and adjusting the grievance. In addition, the committee may submit grievances in all cases regarding the interpretation and application of this Agreement.

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

Step 1. The employee and/or the grievance committee shall discuss the grievance with the Deputy Fire Chief within forty-five (45) calendar days from the occurrence thereof or the employee's knowledge thereof. The Deputy Fire Chief shall respond to the grievance no later than fifteen (15) business days after the grievance was brought to his attention.

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

A. The Fire Chief shall render a decision within five (5) business days after hearing the grievance as presented, but if the Fire Chief has not rendered a decision within said five (5) business days, the grievance will be deemed as a matter of law to have been rejected.

B. The committee may appeal the Fire Chief's decision to the city council within five (5) business days, which must render a decision to be determined on an administrative basis within three (3) weeks after written notice of appeal has been filed with the council. The council may also take further testimony or make further inquiry as it deems proper. The decision of the Council shall be served on the appellant by mailing a copy to Local No. 710, at P.O. Box 2064, Coeur d'Alene, certified mail return receipt requested, or by personal service on an officer of Local No. 710.

C. The Council and Committee may agree to mediation prior to arbitration. If the parties agree to mediation, time limits shall be stayed until at least one party advises the other that mediation has not been successful.

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

A. The appeal of the council's decision must be filed with the city clerk within five (5) business days from the date of the council's decision.

B. At the time of filing its notice of appeal, the committee shall, in writing, appoint and name an arbitrator who shall not be a member of the UNION. The CITY, by written notice, within five (5) business days after receipt of such notice by the committee, shall appoint a second arbitrator who shall not be an elected official or employee of the CITY. When the two (2) arbitrators have been so appointed as hereinabove provided, they shall select a third arbitrator within five (5) business days who shall be chairman of the arbitration board. Said notice of such appointment shall be signed by both arbitrators and mailed to each party herein within five (5) business days after such appointment. If a third arbitrator cannot be agreed upon, written notice of such shall be submitted to the commissioner of labor of the state of Idaho who shall thereupon select the third arbitrator and written notice of such appointment by said commissioner shall be mailed to each party hereto within five (5) business days after such appointment.

C. Upon the appointment of three (3) arbitrators, as hereinabove provided, such arbitrators shall hold an arbitration hearing at the time and place selected by them, but such hearing must be held within three (3) weeks from the date of the selection of the third arbitrator, and the notification thereof. At the hearing, the laws of evidence of the state of Idaho shall apply and the hearing shall be conducted pursuant to the provisions of Title 7, Chapter 9 of the Idaho Code, and the terms and conditions of this Agreement.

Step 4. The award of the majority of the arbitrators shall be binding upon the parties hereto and the award may be entered upon the records of any court having jurisdiction, except that each party shall retain the right to appeal as provided in the provisions of Title 7, Chapter 9, Idaho Code. Costs of arbitration shall be borne equally by CITY and UNION; that is, each shall be responsible to pay (a) for the services of the arbitrator selected by it, (b) one-half of the cost for the services of the third arbitrator, and (c) one-half of the costs of each arbitration proceeding.

ARTICLE 13

PERSONNEL REDUCTION

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

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

ARTICLE 14
SHIFT TRADES/CHANGES

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

SECTION 2. Whenever a permanent shift change occurs, the Fire Chief or Deputy Chief must attempt to provide two weeks notice to the affected firefighter. Furthermore, affected firefighters shall retain any approved vacation time. Vacation time is defined as the time you are relieved from your scheduled shift through your approved vacation time and up to the time you report for work on your next scheduled shift.

ARTICLE 15
WORKING OUT OF CLASSIFICATION

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

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

ARTICLE 16
SICK LEAVE

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

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

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

SECTION 3. Sick leave shall be earned at twelve (12) hours per pay period for fifty-six (56) hour a week employee, and at the rate of five (5) hours per pay period for forty (40) hour a week employee. Unused sick leave may be accumulated to a total of not more than 1440 hours for employees who work a fifty-six (56) hour week and to a total of 720 hours for employees who work a forty (40) hour week. For the purpose of computing compensation for accrued sick leave at retirement provided for in Option Two of Section 4, sick leave shall be calculated as unlimited accrual.

SECTION 4. Each employee shall select one of the following options for compensation of sick leave accrual:

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

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

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

All employees receiving regular wages in lieu of temporary disability payments will no longer accumulate vacation and sick leave following sixty (60) days of disability.

Section 5. In order to address post employment medical and dental needs, once a fifty six (56) hour a week employee reaches five hundred (500) sick leave hours, the employee shall contribute eight (8) hours of sick leave per month towards eligibility for the below HRA/VEBA flat monthly contribution based on the applicable rank the employee holds.

- Battalion Chief: \$288
- Captain: \$265
- Engineer: \$241
- Firefighter: \$225

Once a forty (40) hour a week employee reaches three hundred twenty (320) sick leave hours, the employee shall contribute four (4) hours of sick leave per month towards eligibility for the below HRA/VEBA flat monthly contribution.

- Fire Inspector: \$162

SECTION 6. An employee eligible for temporary time-loss payments under the Worker's Compensation Law (Idaho Code § 72-301 et seq.) shall not have lost duty time deducted from his/her sick leave until any of the following occur:

1. The employee is released for return to duty by a physician approved by the State of Idaho Industrial Commission; or
2. The employee receives a partial or total permanent disability rating; or
3. The employee retires from the City of Coeur d'Alene pursuant to Idaho Code; or
4. The employee remains unable to return to duty after six (6) months from the date of injury, or one year in the case of an injury sustained under emergency conditions (going to, coming from, or at the actual scene) or while participating in simulated emergency scene training exercises.

Any time-loss payments received by the employee as a result of worker's compensation shall be paid to the CITY as long as the employee is continuing to receive full wage. Should the employee continue to be unable to return to work after six (6) months (or one (1) year, whichever applies from (4) above) from the date of 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 until one of conditions 1, 2, or 3 above occurs. The CITY shall continue to provide medical, dental and vision insurance coverage for the employee and eligible dependents during the first two years of an employee's disability retirement. All employees receiving base wages in lieu of worker's compensation payments will no longer accumulate vacation and sick leave following sixty (60) days of disability.

SECTION 7. Employees who do not use sick leave during an entire fiscal quarter will

receive an additional six (6) hours of vacation leave per quarter, to be used as described in Article 22.

ARTICLE 17
VACANCIES AND PROMOTIONS

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

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

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

SECTION 4. Promotional testing will be given on a biennial basis. The Engineer testing process will occur in even numbered years and will be completed no later than May 31st. Captain and Battalion Chief testing process will occur in odd numbered years and will be completed no later than May 31st. Inspector testing will occur on an as needed basis.

ARTICLE 18
BEREAVEMENT LEAVE

SECTION 1: In the event of the death in the extended family of an employee and/or being in attendance at the relative's bedside, the fifty-six (56) hour employee shall be granted up to seventy-two (72) hours off with pay. Forty (40) hour employees shall be granted up to forty (40) hours off with pay. Immediate extended family is defined as spouse, child, mother, father, legal guardians, brothers, sisters, grandparents, and grandchildren of either spouse. Child is defined as the biological, adopted, foster, stepchild, legal ward or a child of an individual acting in the parent's stead. If an employee is on scheduled time off at the time bereavement occurs, bereavement leave shall be paid and the time off shall not be charged to accrued leave until bereavement leave is exhausted.

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

ARTICLE 19
INSURANCE COVERAGE

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

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

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

The Committee shall consist of four members. There shall be one member from each of the following four employee groups: Lake City Employee's Association, Fire Union, Police Association, and non-represented employees. The members shall be selected by their respective employee group and shall be active dues paying members where applicable. Each Committee member has one (1) vote. The Committee's goal is to work in good faith to research options which may reduce or maintain the medical premiums and/or options which may increase the employee's contribution toward the total family premium such that the total family premium cost increase to the CITY is 5% or less over the previous year. A decision by the Committee shall be made by September 1st of the year in which the Committee is activated. The decision reached by majority vote will be implemented October 1st. If consensus is not reached or the UNION does not agree with the majority, this Agreement will reopen immediately for negotiations relative to compensation including wages, Health Reimbursement Arrangement HRA/VEBA, Medical Insurance, and other

insurance benefits. The UNION and the CITY agree to bargain in good faith to reach an agreement on or before September 30th.

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

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

SECTION 4. The CITY agrees to contribute One Thousand Dollars (\$1,000) 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.

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

SECTION 6. Northwest Firefighters Benefits Trust (NWFFT): At present, the parties have agreed that members of the fire department shall remain participants in the CITY's health insurance program. However, it is the UNION's desire and intention to transition fire department members to health insurance coverage through the Northwest Fire Fighters Benefits Trust. Accordingly, the CITY and the UNION will meet annually before August 1 to consider the feasibility of such transaction. In determining feasibility, the parties shall consider, among other relevant factors, any changes to the CITY's contribution to the FRF, revenues due to closure of an urban renewal district, and any changes in the cost of the CITY's medical insurance costs. The parties agree that any request for transition will be considered and negotiated in good faith.

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

- Employee Life Insurance \$50,000
- Dependent Life Insurance \$ 1,000
- Accidental Death, Employee only \$50,000

SECTION 8. Disability Insurance: The CITY agrees to pay one hundred percent (100%) of the premium for disability insurance, which would provide a disabled employee, after sixty (60) days of lost time or duration of accrued sick leave, whichever is greater, sixty percent (60%) of base wage to the Social Security normal retirement age. It is understood and agreed that affected employees could receive pro-rated vacation leave benefits, if available from the employee's vacation leave account, to maintain base wage after insurance payments begin. It is not the intent of this section to provide the employee with any benefit that would result in the employee being compensated in any manner in excess of 100% of the employee's base wages. All employees continuing to receive base wages in lieu of disability insurance payments, but not

actively working for sixty (60) consecutive days, will no longer accumulate vacation and sick leave.

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

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

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

ARTICLE 20 HOLIDAYS

SECTION 1. All fifty-six (56) hour employees covered by this Agreement shall be entitled to eleven (11) holidays, for a total of two hundred sixty-four (264) hours. Forty (40) hour employees would receive a total of eighty-eight (88) hours. Eligible holidays are as follows: January 1, Idaho Human Rights Day (or Martin Luther King Jr. Day), the third Monday in February, last Monday in May, July 4th, first Monday in September, November 11th, Thanksgiving Day, day following Thanksgiving, December 24th and Christmas. For forty (40) hour employees, if December 24th falls on a Saturday or Sunday, the preceding Friday shall be observed. Also, the mayor may proclaim other holidays. Pay for each holiday shall be the individual's base wage at the time of the holiday. It shall be paid on or before December 1st of each year for the entire preceding calendar year. Forty (40) hour week employees shall normally not work on a holiday and shall not receive extra holiday compensation. If required to work on a holiday, such employees shall be paid in accordance with Article 21.

ARTICLE 21 WORK SCHEDULE / OVERTIME

SECTION 1. Work Schedule

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

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

B. A shift for line staff will consist of a 24-hour work period. A set will consist of two consecutive 24-hour work periods.

C. No member shall work more than 72 consecutive hours without the Fire Chief's or their designee's approval. Likewise, no member shall be required to work more than 72 consecutive hours, unless there is a mutually agreed upon (between FD Administration and UNION) fire department emergency.

D. In the event that a shift is scheduled to work both December 24th and December 25th the same year, the shift assigned to work on December 23rd will be reassigned to work December 24th. The shift originally scheduled to work on December 24th will be reassigned to work on December 23rd.

E. The FLSA work cycle shall be a 24-day cycle. Beginning January 1st, 2011.

SECTION 2. Overtime

A. Overtime shall consist of authorized work in excess of the number of hours in any scheduled work period or in excess of the maximum number of hours permitted by U.S. Department of Labor Regulations for a twenty-four (24) day work period. Scheduled Vacation Leave and Sick Leave taken shall be considered as hours worked for purposes of determining eligibility for overtime pay required by Department of Labor Regulations implementing the Fair Labor Standards Act. Overtime of less than fifteen (15) minutes in any workday shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest half hour.

B. All overtime shall be authorized by the Fire Chief or their designee.

C. Constant staffing: Constant staffing pay is provided to all employees who are called back to work in a minimum staffing position as described in article VIII. This is within the definition of overtime under the FLSA.

D. Overtime: Overtime pay is provided to all employees who are required to perform extra duties that are not minimum staffing. This is within the definition of overtime under the FLSA.

E. Special events: Special event pay is provided to all employees who are required to work assignments at special events. This is within the definition of overtime under the

FLSA.

SECTION 3. Method of Compensating for Overtime Work

- A. Regular rate is defined as the employee's hourly rate which includes base rate, education, EMT (I,A,P), Firefighter (I & II), and senior status. If any other specialty pay or incentive pay categories are created, they will be included in the regular rate.
- B. Constant staffing pay will be paid at one and one-half (1.5) times the employee's regular rate.
- C. Overtime pay will be paid at one and one-half (1.5) times the employee's regular rate.
- D. Special event pay will be paid at two and one-tenth (2.1) times the employee's regular rate (method of compensation is based on converting the 56-hour a week wage to a 40-hour a week wage).
- E. An employee called to work for constant staffing at a time other than their scheduled work shift shall be credited with a minimum of three (3) hours at the constant staff wage, unless such time shall be continuous with their scheduled work day, in which case the employee shall be paid for the actual constant staffing worked to the nearest half hour, at the constant staffing wage.
- F. An employee called to work for call back assignments at a time other than their scheduled work shift shall be credited with a minimum of three (3) hours at the overtime wage, unless such time shall be continuous with their scheduled work day, in which case they shall be paid for the actual overtime worked to the nearest half hour, at the overtime wage. All other extra duty assignments will be paid at overtime wages to the nearest half hour as previously described in Section 2.
- G. For the purpose of computing overtime, an employee absent on authorized jury leave with pay shall be considered to have worked their scheduled work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

SECTION 4. Wildland Project Fires / FEMA activations

- A. The CITY will pay any Fire Department Employee who leaves the CITY under the auspices of the Idaho Department of Lands (IDL), the United States Forest Service (USFS) or FEMA as part of a Wildland firefighting crew under the following guidelines:
- B. The employee will be paid from the time they leave a City of Coeur d'Alene Fire Station until they return to a City of Coeur d'Alene Fire Station (portal to portal).

- C. They will be paid straight time for their normally scheduled shifts and twenty-four (24) hours of overtime pay on their days off.
- D. The employee will be paid by the CITY and retain all benefits and insurance.
- E. The CITY will be reimbursed, through contract, by IDL, USFS or FEMA.
- F. This will hold true if the employee leaves as part of an apparatus crew or as a single resource.

SECTION 5. Compensatory Time

- A. At the request of any employee, the Fire Chief may provide that, in lieu of cash payment for overtime, he/she may be allowed compensatory time off, computed at the rate of one and one-half times each hour of overtime worked.
- B. Any such time off shall be taken at a time mutually agreed upon by the employee and the Fire Chief or their designee.
- C. In no event shall the fifty-six (56) hour employee accumulate more than four hundred eighty (480) hours of compensatory time. Hours generated over four hundred eighty hours must be immediately paid as overtime.
- D. Members of the Honor Guard and department band will be given three (3) hours of compensatory time per month when they are an active participant of the team. This time can be used at the employee's discretion, but will also allow them to use this instead of getting trades when staffing levels allow.
- E. All regular employees who terminate employment, whether voluntarily or involuntarily, shall be paid, at their regular rate in a lump sum, all accrued compensatory time earned prior to the effective date of termination. In the event of the death of the employee, the employee's designee shall be paid all accrued compensatory time.

SECTION 6. Assignment of Overtime

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

**ARTICLE 22
VACATION**

SECTION 1. All employees in the competitive service shall be entitled to vacation leave with pay. Eligible employees, who work less than full-time, but more than one thousand forty (1040) hours during a fiscal year, shall accrue vacation on a pro-rated basis. For purposes of computing vacation leave, a working day for forty (40) hour employees shall be considered eight (8) hours and for fifty-six (56) hour employees, a shift shall be twenty-four (24) hours. Employees may take vacation leave in the amount of days accumulated at the time of such leave;

provided that for good cause shown and upon prior approval from the Human Resource Director, an employee may advance vacation in the amount not to exceed five (5) additional days/shifts. Forty (40) hour a week employees may accumulate three hundred twenty (320) vacation leave hours and fifty-six (56) hour a week employees may accumulate three hundred sixty (360) hours.

SECTION 2. Insofar as is practical, employees will be scheduled for periods of annual leave based upon their preference and in order of length of tenure with the fire department. Two (2) employees will be allowed to be on scheduled vacation leave, regardless of staffing levels, at any one time. Any deviation from the schedule, once prepared, must be approved by the Fire Chief or their designee. Vacations shall be approved and authorized at the discretion of the Fire Chief or their designee.

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

SECTION 4. Accumulation of vacation time shall be computed monthly. A forty (40) hour employee who has accumulated vacation time in excess of three hundred twenty (320) hours or three hundred sixty (360) hours for fifty-six (56) hour employees, as of the first day of the CITY's fiscal year, shall forfeit such excess accumulation at that time, unless otherwise specifically approved by the city administrator. Vacation leave shall be earned in accordance with the following schedule and shall be credited in arrears.

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

1. 1st through 3rd year of service: 6 hours
2. 4th through 10th year of service: 9 hours
3. 11th through 15th year of service: 11 hours
4. 16 or more years of service: 12 hours

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

1. 1st through 3rd year of service: 4 hours
2. 4th through 10th year of service: 6 hours
3. 11th through 15th year of service: 8 hours
4. 16 or more years of service: 10 hours

ARTICLE 23

WAGES

SECTION 1. Effective October 1, 2018, the minimum and maximum base wage compensation schedule for each year of the Agreement is attached hereto as Appendix A.

For each year of the four (4) year contract, the CITY will provide a market adjustment increase of 2.5% with an additional 1% to the maximum of each rank. Effective October 1, 2018, the employees receiving an equity adjustment/service time increase due to shortening the pay range from 9 ½ years to 5 years, will not receive the additional 1% to the new maximum until October 1, 2019.

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

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

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

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

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

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

SECTION 6. It is agreed that department employees who have earned Idaho State Emergency Medical Technician (EMT) Intermediate (I)/Advanced (A) or Paramedic, or degrees reasonably related to their job function from accredited colleges or have obtained certification either prior to being employed with the CITY or after date of hire, shall be paid an additional amount based upon the following schedule.

- Associate degree: \$.19/hour
- Or Bachelor's degree: \$.37/hour
- Or Master's degree: \$.47/hour

- c. Senior Captain – 8 years total, 3 in rank
 - d. Senior Fire Inspector – 8 years total, 3 in rank
 - e. Senior Battalion Chief– 10 years total, 3 in rank
 - f. Senior Division Chief – 12 years total, 3 in rank
2. The member requesting Senior Status will provide necessary documentation on the Senior Status form to the Fire Chief or his/her designee for review to determine eligibility. The Fire Chief or his/her designee shall, within 10 business days of receiving the Senior Status form, shall approve and date the form and forward the documented approval to Human Resources for wage increase implementation. The effective date shall be the first day of the pay period once submitted by the Fire Chief, or designee. The Peer Fitness Trainers shall record and provide the Physical Fitness test results to the Fire Chief or his/her designee. Human Resources shall be notified if a member is no longer eligible by the Fire Chief or his/her designee.
 3. Employees receiving Senior Status must receive standard or above performance evaluations. Employees who receive a below standard evaluation shall lose Senior Status. The five percent (5%) increase will be discontinued and only reinstated on the date the employee's standard or above performance is re-established. Employees who receive a below standard evaluation shall be re-evaluated quarterly, however, employees shall not have their Senior Status reinstated until their next annual standard or above performance evaluation.
 4. Employees must pass the adopted Physical Fitness Standard in the initial year of eligibility. From the onset of Senior Status, the member must pass the Physical Fitness Standard three (3) out of every five (5) years. There must be a minimum of 12 months between passed tests. The Physical Fitness Standard shall be offered quarterly and may be taken multiple times in a single year. The Physical Fitness Standard shall be administered by the Coeur d'Alene Fire Department Peer Fitness Trainers and will be Combat Challenge in nature and consisting of the following:
 - a. Hose Drag (100' 1 ¾") Drag charged hose 100'
 - b. Hose Bundle (50' 2 ½") Carry hose to the third story of the Training Tower
 - c. Hose Raise (50' 2 ½" Donut roll) Raise hose with rope to the third floor
 - d. Forcible Entry prop – Use plastic sledge hammer to move sled 36"
 - e. Dummy Drag – Drag Adult Dummy 100'

Full personal protective equipment will be worn throughout the test.

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

5. Employees must complete a yearly medical physical as described in Article 19, Section 10. All results are confidential and shall be retained by the employee.

Elected Requirements: Employees must complete and maintain 4 out of 9 of the following requirements for their rank to receive Senior Status.

Firefighter

- Firefighter I – must meet or exceed NFPA standards
*(employees that have Firefighter I are only required to have 2 of the following requirements)
- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- USAR Team Member
- 18 hours of Event time or 2 call backs per year
- Red Card Certified
- 250 Logged Training Hours per year
- 18 hours of qualifying community service per year
- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years
- Any pre-approved extra duties per Fire Chief or their designee; Example-Quartermaster, GIS, Pre-plan-etc

Engineer

- Firefighter II – must meet or exceed NFPA standards
*(employees that have Firefighter II are only required to have 2 of the following requirements)
- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- USAR Team Member
- 18 hours of Event time or 2 call backs per year
- Red Card Certified
- 250 Logged Training Hours per year
- 18 hours of qualifying community service per year
- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years
- Any pre-approved extra duties per Fire Chief or their designee; Example-Quartermaster, GIS, Pre-plan-etc

Captain

- Fire Officer I - must meet or exceed NFPA standards
*(employees that have Fire Officer I are only required to have 2 of the following requirements)
- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- USAR Team Member
- 18 hours of Event time or 2 call backs per year
- Red Card Certified
- 250 Logged Training Hours per year
- 18 hours of qualifying community service per year

- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years
- Any pre-approved extra duties per Fire Chief or their designee; Example-Quartermaster, GIS, Pre-plan-etc

Fire Inspector

- Fire Inspector I – must meet or exceed NFPA standards
- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- USAR Team Member
- 18 hours of Event time or 2 call backs per year
- Red Card Certified
- 150 Logged Training Hours per year
- Certified Plan Reviewer
- 18 hours of qualifying community service per year
- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years

Battalion Chief

- Fire Officer II – must meet or exceed NFPA standards
*(employees that have Fire Officer II are only required to have 2 of the following requirements)
- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- USAR Team Member
- 18 hours of Event time or 2 call backs per year
- Red Card Certified
- 250 Logged Training Hours per year
- 18 hours of qualifying community service per year
- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years
- Any pre-approved extra duties per Fire Chief or their designee; Example-Quartermaster, GIS, Pre-plan-etc

Division Chief

- Fire Officer III – must meet or exceed NFPA standards
*(employees that have Fire Officer III are only required to have 2 of the following requirements)
- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- USAR Team Member
- 18 hours of Event time or 2 call backs per year
- Red Card Certified
- 150 Logged Training hours per year
- 18 hours of qualifying community service per year
- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years

- Any pre-approved extra duties per Fire Chief or their designee; Example-Quartermaster, GIS, Pre-plan-etc

Qualifying community service:

- Mobile Santa
- MDA Fill the Boot, MDA Lock up, MDA Summer Camp
- Canned Food drive
- Any other Official Local 710 volunteer/community service activities
- Public Service Announcements
- Fire Prevention Week
- BMX helmet safety day
- Participation in Reading Programs – Library, Schools, etc.
- Career Day Presentations
- Community Service on Boards – School, NIC, KCPFMF, etc.
- Big Brothers/Big Sisters or Youth Mentor program
- Kootenai County Police and Fire Memorial Foundation Activities
- Member in Service Club – Kiwanis, Rotary, Toastmasters, etc.
- Roadside Clean up
- CDAFD Honor Guard Activities
- Member of Coeur d’Alene City Committee – CitiFit, Celebrations, etc.
- Any other Volunteer Activities Approved by the Fire Chief

If an employee is placed on disciplinary probation, the senior level pay will be removed on the disciplinary probation effective date and only reinstated once an average or above performance evaluation is established at the end of disciplinary probation. Eligibility for reinstatement is determined by the department and submitted to Human Resources for wage increase implementation using the first day of the beginning of the next pay period following the Chief’s, or his/her designee’s, approval date.

ARTICLE 24
JOB DESCRIPTION

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

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

ARTICLE 25
RESIDENCY

There will be no residency requirement for any employee.

ARTICLE 26
UNIFORMS AND PROTECTIVE EQUIPMENT

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

ARTICLE 27
TUITION REIMBURSEMENT

The CITY agrees to reimburse employees one hundred percent (100%) with an "A" or "B" grade and fifty percent (50%) with a "C" grade of the cost of tuition and/or registration fees for any job-related courses taken on the employee's own volition. In order to qualify for tuition reimbursement, the course must be recommended by the Fire Chief and approved by the Human Resources Director before the course is taken.

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

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

ARTICLE 28
MANAGEMENT RIGHTS

The rights of the CITY include, but are not limited to, the right to manage the affairs of the CITY and to direct its working forces, the right to set standards of service, the right to hire and determine the procedures and standards of selection for employment and promotion, the right to discipline or discharge for just cause, the right to lay-off for lack of work or funds, the right to

make rules and regulations governing conduct, the right to subcontract work (when it is not feasible or economical for the CITY employees to perform such work), together with the right to determine the methods, processes and manner of performing work, except to the extent that these rights have been specifically abrogated by the terms of this Agreement. The CITY, in exercising these functions, will not discriminate against any employee because of his or her membership in the UNION.

ARTICLE 29
SAVINGS CLAUSE

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

ARTICLE 30
POST EMPLOYMENT HEALTH INSURANCE/MERP

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

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

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

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

ARTICLE 31
BINDING ARBITRATION

The CITY and the UNION agree that after submitting an issue to a fact-finding commission pursuant to Idaho Code § 44-1805 in regard to wages, rates of pay, working

conditions, and all other terms and conditions of employment, the written recommendation of the fact-finding commission shall be binding.

ARTICLE 32
SOCIAL SECURITY OPTION

The CITY agrees to contribute 6.2% of the employee's compensation into their PERSI Choice plan with a required minimum employee match of 1%. This applies to any compensation that would have otherwise been taxable social security wages.

If the Social Security tax is abolished, the CITY shall match the employee's percentage of wages, up to the maximum of the CITY's previous portion of the Social Security tax into the above allowable plans.

ARTICLE 33
FRF EXCESS CONTRIBUTIONS

In the event the CITY is informed by PERSI of the reduction or cessation during the term of this AGREEMENT of the CITY'S financial obligations under Idaho Code § 59-1394, the CITY shall promptly provide the UNION with a copy of such notice or correspondence and, upon request by the UNION, the parties shall meet and confer in good faith concerning the disposition of those previously budgeted funds which will not be expended for that purpose during the term of this AGREEMENT.

ARTICLE 34
URBAN RENEWAL DISTRICT OPENER

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

ARTICLE 35
MILITARY LEAVE

Employees who serve in the National Guard or other Reserve component of the Armed Forces of the United States may request they be paid the difference between the employee's base wages and the compensation they receive while participating in required field training under the following conditions:

1. The field training must be required by the Reserve or Guard component that the employee is a member of and the employee must provide a copy of their official Orders to the fire department and Human Resources as far in advance as possible. Official Orders shall be kept in the employee's official personnel file.

2. An Employee must have completed at least 12 months continuous employment with the CITY prior to being eligible for such leave.
3. An Employee will not be eligible for compensation if the training is on off-duty days or is voluntary.
4. The paid benefit is limited to a total of 224 hours (pro-rated if less than full-time) of straight time compensation per calendar year subject to review and approval from the Fire Chief and the Human Resources Director. The paid benefit will not affect vacation or sick leave.
5. The employee must provide Human Resources records of the compensation received from the required military training within 2 weeks of the completion of the training.
6. The City will pay the employee the difference between what the employee was paid for the required training and what the employee would have earned from normal straight-time pay for base wages, for a period not to exceed 224 hours.
7. The paid benefit does not apply to travel time, it is only applied to the employee's contractual days of obligation per military Orders.

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

ARTICLE 36
SURVIVOR BENEFIT

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

DATED this 4th day of September, 2018.

Steve Widmyer, Mayor

Eric Paul, President, Local 710

ATTEST:

Renata McLeod, City Clerk

Josh Sutherland, Secretary, Local 710

City of Coeur d'Alene
Fire Compensation Schedule
Appendix A

<i>Battalion Chief</i>	Minimum	Maximum	Senior Pay
FY 2018-2019	\$22.60	\$32.12	\$33.72
FY 2019-2020	\$23.17	\$33.25	\$34.91
FY 2020-2021	\$23.75	\$34.42	\$36.14
FY 2021-2022	\$24.34	\$35.64	\$37.42
<i>Captain</i>	Minimum	Maximum	Senior Pay
FY 2018-2019	\$20.58	\$29.25	\$30.71
FY 2019-2020	\$21.09	\$30.28	\$31.79
FY 2020-2021	\$21.62	\$31.35	\$32.91
FY 2021-2022	\$22.16	\$32.45	\$34.07
<i>Engineer</i>	Minimum	Maximum	Senior Pay
FY 2018-2019	\$18.75	\$26.65	\$27.98
FY 2019-2020	\$19.22	\$27.59	\$28.97
FY 2020-2021	\$19.70	\$28.56	\$29.99
FY 2021-2022	\$20.19	\$29.57	\$31.04
<i>Firefighter</i>	Minimum	Maximum	Senior Pay
FY 2018-2019	\$17.09	\$24.30	\$25.51
FY 2019-2020	\$17.52	\$25.15	\$26.41
FY 2020-2021	\$17.96	\$26.04	\$27.34
FY 2021-2022	\$18.40	\$26.96	\$28.31
<i>Fire Inspector (40 hour)</i>	Minimum	Maximum	Senior Pay
FY 2018-2019	\$28.60	\$40.65	\$42.68
FY 2019-2020	\$29.32	\$42.08	\$44.18
FY 2020-2021	\$30.05	\$43.56	\$45.74
FY 2021-2022	\$30.80	\$45.10	\$47.35

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

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

FY 2018-2019

- Year 1: 8% Increase
- Year 2: 8% Increase
- Year 3: 8% Increase
- Year 4: 6% Increase
- Year 5: 6.5% Increase or to maximum

FY 2019-2020

- Year 1: 8% Increase
- Year 2: 8% Increase
- Year 3: 8% Increase
- Year 4: 6% Increase
- Year 5: 7.5% Increase or to maximum

FY 2020-2021

- Year 1: 8% Increase
- Year 2: 8% Increase
- Year 3: 8% Increase
- Year 4: 6% Increase
- Year 5: 8.5% Increase or to maximum

FY 2021-2022

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

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

City of Coeur d'Alene
Fire Job Descriptions
Appendix C

Fire Battalion Chief

CLASSIFICATION SUMMARY

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

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

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

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

SECONDARY DUTIES AND RESPONSIBILITIES:

- May perform the duties of other Chief Officers as needed;

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

CLASSIFICATION REQUIREMENTS:

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

Knowledge of:

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

Skill and Ability to:

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

ACCEPTABLE EXPERIENCE AND TRAINING:

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

PHYSICAL DEMANDS & WORK ENVIRONMENT:

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

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

Fire Captain

CLASSIFICATION SUMMARY

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

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

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

SECONDARY DUTIES AND RESPONSIBILITIES:

- Performs the duties of Firefighter and Fire Engineer as needed;
- May perform the duties of Battalion Chief as needed;
- Responds to calls on off-duty hours as needed;
- Performs other duties as assigned.

CLASSIFICATION REQUIREMENTS:

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

Knowledge of:

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

Skill and Ability to:

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

ACCEPTABLE EXPERIENCE AND TRAINING:

- High School Diploma or GED; and
- Maintain a valid Idaho Driver's License; and
- EMT license; and
- Obtain and maintain a State Fire Inspector's License, current CPR Card, Fire Captain Certification, and a Wildland Certification; and

- At least seventy-two (72) consecutive months for the City of Coeur d'Alene Fire Department with at least one (1) year as a Fire Engineer; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

PHYSICAL DEMANDS & WORK ENVIRONMENT:

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

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

Fire Engineer

CLASSIFICATION SUMMARY

The Fire Engineer is responsible for the safe and efficient transport of personnel and equipment to and from emergency scenes and for the efficient delivery of water through hoses for the purposes of firefighting. The Fire Engineer drives and operates fire vehicles, provides first response emergency medical care to sick and injured persons, maintains apparatus and equipment in a state of readiness for emergency response and performs all the duties and responsibilities of a Firefighter to protect the public in emergency situations and respond to fires, accidents, medical emergencies, chemical spills, flooding, water rescue and other incidents where risks are posed to life and property. This job entails specialized work in operating and maintaining a variety of automotive and other firefighting equipment, including pumpers, ladder truck, fireboat and self-contained breathing apparatus in response to fire alarms and other emergency scenes. The position includes promoting fire safety, inspecting and enforcing safety standards, working with police and ambulance service personnel, undertaking physical and academic training, and maintaining vehicles, equipment, hydrants, water supplies and general living/working quarters. The position works under the direct supervision of a Fire Captain, but some leeway is granted for the exercise of independent judgment and initiative. The job requires basic education with a high school diploma or GED, a valid Idaho Driver's License, an EMT Certification, American Heart Association CPR card, a Wildland Red card, a State Fire Inspector License and at least twenty-four (24) current consecutive months working for the City of Coeur d'Alene Fire Department. Work is conducted on an assigned shift and Fire Engineers are subject to call-out in emergency situations. The principal duties of this class are performed in a work environment that includes indoor/outdoor exposure, hazardous conditions and atmosphere, physically strenuous activity, operation of heavy equipment and potential personal danger.

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

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

SECONDARY DUTIES AND RESPONSIBILITIES:

- Provides medical transports as needed;

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

CLASSIFICATION REQUIREMENTS:

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

Knowledge of:

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

Skill and Ability to:

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

ACCEPTABLE EXPERIENCE AND TRAINING:

- High School Diploma or GED; and
- Maintain a valid Idaho Driver's License; and
- Certification as an EMT; and
- Obtain and maintain a State Fire Inspector's License, American Heart Association Health Care Provider CPR Card and a Wildland Red Card; and
- At least twenty-four (24) current consecutive months for the City of Coeur d'Alene Fire Department; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

PHYSICAL DEMANDS & WORK ENVIRONMENT:

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

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

Firefighter

CLASSIFICATION SUMMARY

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

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

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

SECONDARY DUTIES AND RESPONSIBILITIES:

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

CLASSIFICATION REQUIREMENTS:

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

Knowledge of:

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

Skill and Ability to:

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

ACCEPTABLE EXPERIENCE AND TRAINING:

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

PHYSICAL DEMANDS & WORK ENVIRONMENT:

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

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

which permit the employee to hear alarms, discern verbal instructions and communicate effectively in person, by telephone. While performing the duties of this classification, the employee works in an indoor and outdoor setting, in emergency situations, which may involve a high degree of noise and exposure to hazardous conditions.

Fire Inspector/Safety Officer

CLASSIFICATION SUMMARY

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

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

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

SECONDARY DUTIES AND RESPONSIBILITIES:

- Performs other duties as assigned.

CLASSIFICATION REQUIREMENTS:

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

Knowledge of:

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

Skill and Ability to:

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

ACCEPTABLE EXPERIENCE AND TRAINING:

- High School Diploma or GED, preferably supplemented with a college degree or extensive studies in firefighting, fire inspection, fire investigations and/or fire prevention; and
- Maintain a valid Idaho Driver's License; and
- Certification as an Idaho Fire Inspector (within six months of employment); and
- Certification for Idaho EMT-B and/or National Registry EMT-B Certification (within one year of employment); and
- Hazardous Material Awareness level certification; and
- Five (5) years experience in firefighting, fire prevention, fire investigations and fire inspection; and

- Obtain and maintain a State Fire Inspector's License, American Heart Association Health Care Provider CPR Card; and
- Obtain an IAAI-CFI Certification within a reasonable time through experience, education and training; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

PHYSICAL DEMANDS & WORK ENVIRONMENT:

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

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

CITY COUNCIL STAFF REPORT

DATE: September 4, 2018
FROM: Terry Pickel, Water Superintendent
SUBJECT: Water Admin. / Maint. Facility Design and Construction Consultant Services – Approval of H2A Architects, PA.

DECISION POINT: Should Council approve H2A Architects, PA, as the consultant for the design, construction bidding, and engineering services for a new Water Administration and Maintenance Facility?

HISTORY: Space at the existing Ramsey Complex has become a premium with 4 departments currently occupying the site. As the City continually grows, these departments need to expand to meet the ever increasing impacts of this growth. Conversations of relocating Jenny Stokes Field to help with space management will not provide the needed ground due to limitations of the gas line easements under the existing park. Therefore, the Water Department is proposing to construct a new administration and maintenance facility on City-owned property located at Howard St. and Neider Ave. A portion of the property is currently used by Wastewater for the Compost Facility. There is sufficient space between Howard St. and the Compost Facility to construct a 25,000 square foot building with adequate yard facilities so that Water can move the majority of our operations to the Howard Complex. Preliminary draft site plans and building designs have been circulated to pertinent departments to generate all necessary requirements for a final design and construction permitting. Staff is proposing the construction of a clear span steel structure that is very utilitarian in nature and can be easily expanded in the future if the need arises.

FINANCIAL ANALYSIS: Staff solicited proposals from architectural and engineering firms for the final design and related construction bidding services for the new structure. Funding for the proposed project is included in the current fiscal year budget as well as the next fiscal year budget. The 2018 FY line item was originally budgeted at \$1.5 million for construction. This estimate was arrived at over 2 years ago in brief research of building costs. The latest detailed research indicated that with rapidly rising steel prices, labor shortages, and the booming economy, construction prices have risen to an anticipated \$2.2 to \$2.5 million as of this year, and will continue to rise. With Council approval of a consultant services agreement, negotiated at \$157,212.00, or approximately 7% of anticipated construction cost, staff will work with the consultant to prepare final design for permitting and construction bidding this winter. Staff is working to get frontage and utility improvements as well as a portion of the design services completed from this fiscal year budget to prepare for building construction in the next fiscal year budget. Funding will be primarily from rates with a potential for some debt service obligation to ensure adequate reserves for utility operations.

PERFORMANCE ANALYSIS: A small committee, (Terry Pickel, Kyle Marine, Rob Stark, Glen Poelstra and Dion Holton), reviewed four submitted proposals. The proposals received were from H2A Architects, Design West Architects, Architects West, and Longwell Trapp Architects. Staff utilized a preapproved scoring system to evaluate the submittals with H2A Architects receiving the

highest overall score. Staff met with the consultant to discuss a scope of work in detail so that the consultant could provide a quote for design and construction purposes. A consultant services agreement has been prepared for Council approval.

DECISION POINT/RECOMMENDATION: Council should approve H2A Architects, PA, as the consultant for design and construction bidding services and should approval the Consultant Services Agreement for design and construction of a new Water Administration and Maintenance Facility.

NOTICE OF AWARD

DATE 8-28-18
TO:H2A Architects, PA

ADDRESS: 420 Indiana suites 100

CONTRACT FOR: design and engineering services for Water Department Maintenance and Administration Facility

You are notified that your proposal dated (August) (16th), 2018, is accepted for the above listed services and you have been awarded a contract for the services of schematic design, design development, construction documents and bidding/construction administration

The Contract Price of your contract is: **\$157,212**

This Notice of Award obligates you to immediately return the acknowledgement of receipt of Notice of Award and, within ten (10) business days, execute and return the Agreement, furnish any required Bonds, complete and return the Public Works Contract Report if required, and provide evidence of insurance. Within ten (10) business days of the OWNER receiving said items, OWNER will return to CONTRACTOR one fully signed photographic copy of the Agreement with the Contract Documents attached.

CITY OF COEUR D'ALENE
(OWNER)

ACCEPTANCE OF AWARD

(CONTRACTOR)

BY: _____
(AUTHORIZED SIGNATURE)

(AUTHORIZED SIGNATURE)

Asst. Superintendent
(TITLE)

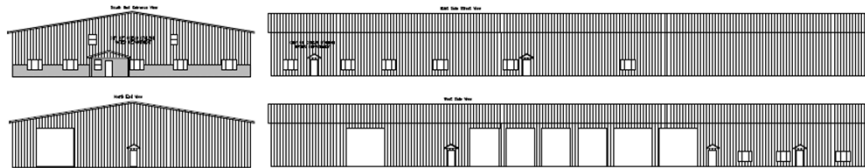
(TITLE)

(DATE)

Water Admin/Maint Facility



Water Admin/Maint Facility



Water Admin/Maint Facility



Water Admin/Maint Facility



RESOLUTION NO. 18-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH H2A ARCHITECTS, P.A., AS THE CONSULTANT FOR THE DESIGN, CONSTRUCTION BIDDING, AND ENGINEERING SERVICES FOR A NEW WATER ADMINISTRATION AND MAINTENANCE FACILITY.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with H2A Architects, P.A., pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement with H2A Architects, P.A., in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 4th day of September, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

H2A ARCHITECTS, P.A.

for

WATER ADMINISTRATION AND MAINTENANCE FACILITY

THIS Agreement is made and entered into this 4th day of September, 2018, 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 H2A ARCHITECTS, P.A., an Idaho corporation, with its principal place of business at 420 Indiana Ave, Ste. 100, Coeur d'Alene Idaho, 83814, hereinafter referred to as the "Consultant."

WITNESSETH:

Section 1. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 2. Scope of Services.

A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A."

B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 3. Personnel.

A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The Consultant agrees to maintain Worker's Compensation coverage on all employees, including employees of subconsultants, during the term of this Agreement as required by Idaho Code §§ 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due

under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 4. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor of the City and shall be completed within Three hundred Sixty Five (365) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 5. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant an amount not to exceed One Hundred Fifty-seven Thousand Two Hundred Twelve Dollars and NO/100 (\$157,212.00).

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 6. Method and Time of Payment. The City will pay to the Consultant an amount not to exceed the amount set forth in Section 5 which shall constitute the full and complete compensation for the Consultant's professional services. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work billed by the 10th of that month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 7. Termination of Agreement for Cause. If, through any cause within the Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing the Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard or electronic copies of documents, data, studies, surveys, and reports or other material prepared by the Consultant under this Agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred, or the amount set out in Section 5, whichever is less.

Section 8. Termination for Convenience of the City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and

specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 7 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination, or the amount set out in Section 5, whichever is less.

Section 9. Modifications. The City may, from time to time, require modifications in the general scope of services initial basic services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 10. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

Section 11. Interest of Members of the City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. Assignability.

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

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

Section 13. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it.

Section 14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 15. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data electronic files, or other materials prepared under this Agreement. The Consultant shall provide copies of such work product to the City upon request.

The City may make and retain copies of documents for information and reference in connection with use on the Project by the City. Such documents are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and the Consultant's sub-consultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and the Consultant's sub-consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom.

Section 16. Audits and Inspection. The Consultant shall provide access for the City and any duly authorized representatives of the City to any books, documents, papers, and records of the Consultant that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 17. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho, in and for the County of Kootenai. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 18. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of, this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 19. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 20. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement, but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 21. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 22. City Held Harmless.

A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the Consultant's performance of this Agreement and not arising from the Consultant's professional services. To this end, the Consultant shall maintain general liability insurance in at least the amounts set forth in Section 24(A).

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the Consultant's negligent performance of this Agreement, including but not limited to the Consultant's professional services. To this end, the Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 24(B).

Section 23. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 24. Special Conditions. Standard of Performance and Insurance.

A. The Consultant shall maintain general liability insurance naming the City, its employees, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code § 6-924.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. The Consultant shall obtain Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00) to cover the Consultant and any of the Consultant's employees should they be found to have been negligent in the performance of professional services from which the City sustains damage. The Consultant shall maintain coverage, and furnish proof thereof, for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project for all owned and non-owned vehicles used in this project.

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. All insurance shall provide cancellation notice that assures at least thirty (30) days' notice prior to cancellation of the policy for any reason. In the event of cancellation of any insurance required by this Agreement, the Consultant shall promptly notify the City.

Section 25. Non – Discrimination.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest, agrees as follows:

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

B. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the

selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

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

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

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

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

CITY OF COEUR D'ALENE

H2A ARCHITECTS, P.A.

Steve Widmyer, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Name/Title



420 INDIANA
SUITE 100
COEUR D'ALENE
IDAHO 83814
(208) 667-3430
FAX 667-4693

ARCHITECTURE
■
INTERIORS
■
PLANNING

August 16, 2017

The City of Coeur d'Alene Water Department

ATT: **Kyle Marine**

RE: **Water Department Maintenance and Administration Facility**

Dear Kyle:

Thank you for the opportunity to be considered for the above-referenced project. I have adjusted our fee to reflect reduced structural engineering due to the pre-engineered building and a somewhat simpler scope of design work.

Our proposed fee is based upon the schematic drawings attached and our current understanding of the project scope with the following limitations;

- Approximate construction cost is \$2,200,000.
- The building will be a pre-engineered metal building with the supplier responsible for structural design of the building and confirmation of the design of the foundation system.
- The project is publicly bid based upon Public Works requirements.
- Proposed time frame is to complete the bidding documents by the end of 2018.
- Project is currently funded through design and construction documents.
- The city will be responsible for design and construction of perimeter street improvements.
- The scope of site work is the new parking area and perimeter of the building extending just to the north of the proposed building and does not include the entire site.

Inclusions:

- Complete construction documents including specifications and public works bidding and contract requirements.
- Bidding and permitting processes
- Construction administration including site visits/meetings approximately every two weeks, submittal reviews, pay application approvals, change order processing, and engineering reviews.
- Final construction punch list and close out procedures.
- Structural design of the foundation system, (alternate for possible administration area second floor).
- Mechanical/Plumbing and Electrical Engineering.
- Landscape architecture, grading and storm water management plans.
- Fire protection engineering.
- Site utilities.

Exclusions:

- Perimeter street improvements.
- Design of public road extensions and/or expansions.
- It is assumed utilities are adjacent to the site or on site and no utility extensions are required.
- Any required CUP/Zoning processes or public hearings.
- Topographic survey and soils investigation.
- Cost for printing of bid documents.
- Permitting and jurisdictional fees.
- Advertising fees.
- Furnishings selection and design.

Our total proposed fee is as follows:

Schematic Design, Design Development, and Construction Documents: \$117,481.

Bidding and Construction Administration: \$39,730.

The total proposed fee is \$157,212 equates to approximately 7% of the estimated construction cost.

The additional fee for the floor structure and footings for a 2 story office area is \$5,000.

If you have any questions or require additional information, please do not hesitate to call. We look forward to working together.

Sincerely,

H2A ARCHITECTS, PA

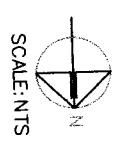
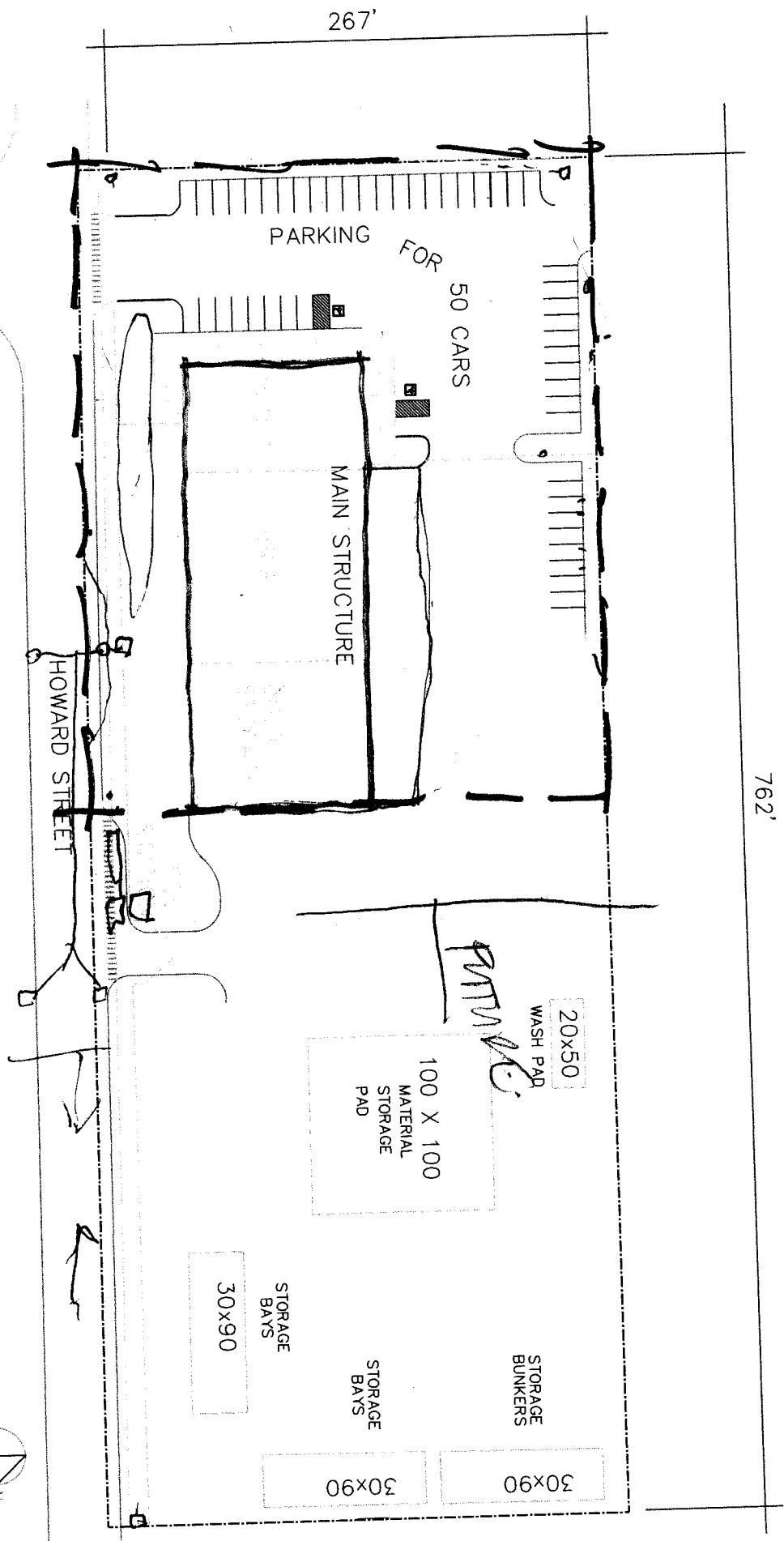
A handwritten signature in black ink, appearing to read 'R. Colburn', written over a light gray horizontal line.

Richard J. Colburn, AIA

Attachments: Concept Plan, Elevation and Site

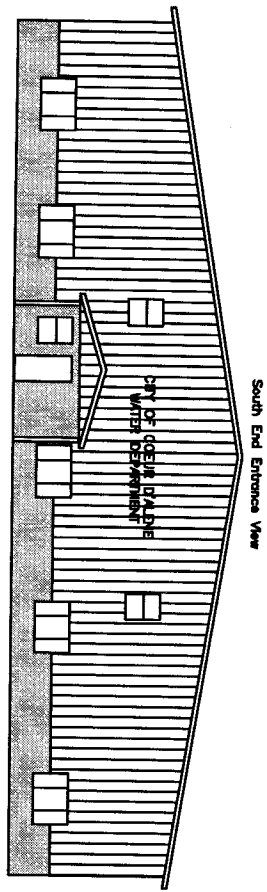
267'

762'

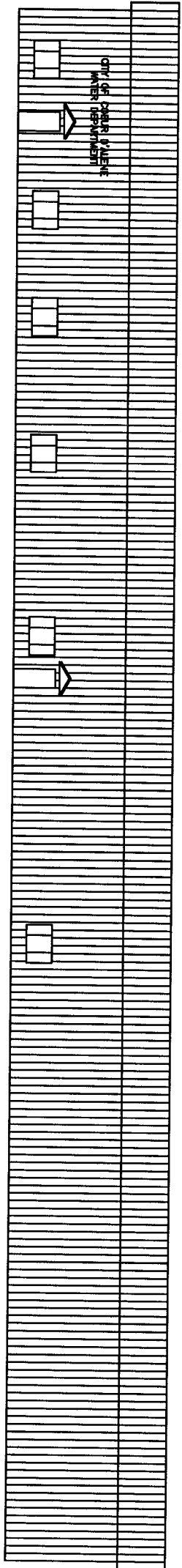


Map

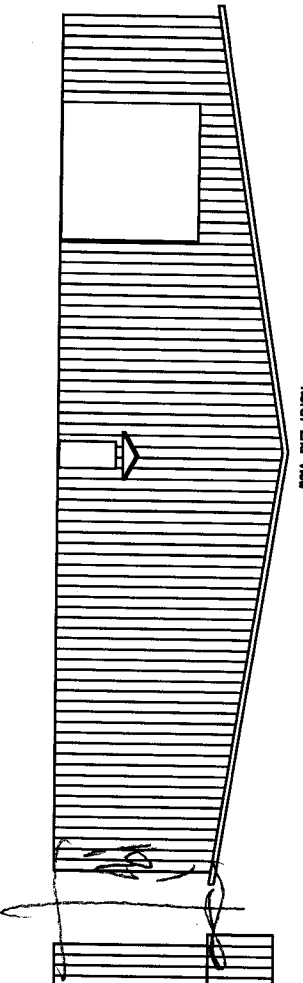




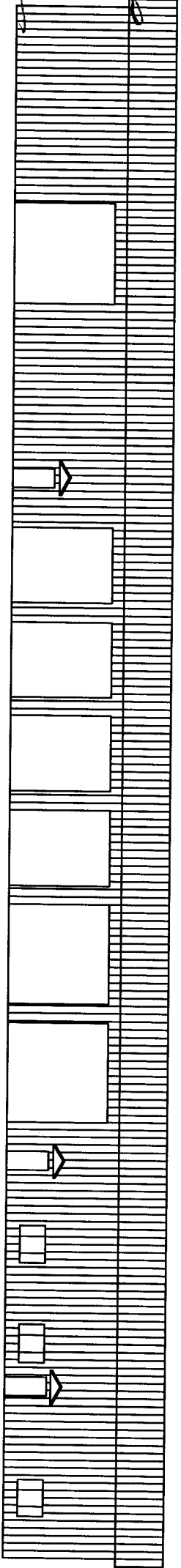
South End Entrance View



East Side Street View



North End View



West Side View

PUBLIC HEARINGS



Finance Department Staff Report

Date: September 4, 2018
From Vonnie Jensen, Comptroller
Subject: Fiscal Year 2018-19 Financial Plan

Decision Point: To approve Ordinance No. 3618, the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2018.

History: Idaho code requires that the City Council approve an appropriations ordinance each year. The purpose of the ordinance is to establish a ceiling for expenditures and disclose the potential property tax revenue necessary to balance the budget. The financial plan or budget is the guide and detailed report for establishing these numbers.

Financial Analysis: The financial plan is an estimate of revenues and expenditures for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget document as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenue includes a 2.25% increase in property tax revenue, new growth from property taxes but no foregone property taxes..

Decision Point: To approve Ordinance No. 3618, the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2018.

Revenues**Expenditures****Preliminary Financial Plan Totals****\$106,189,078****\$91,149,742**

Increase in Beginng Balance

48,157

Water Department - Interest

18,000

Municipal Services - Copier Supplies

9,000

Police Department - Communications

33,950

Water Department - ArcGIS Server

5,000

Water Department - VFD Drives

16,000

Water Department - SCADA System Upgrades

25,000

Wastewater Department - Loader Leases

75,000

Resolution Totals\$106,255,235\$91,313,692

0.75% Reduction in Property Taxes

(160,143)

Fire Department personnel savings due to retirement

(125,431)

Increase in health reimbursement account

67,680

5.17% increase in health insurance decreased to 3.17%

(94,437)

Ordinance Totals\$106,095,092\$91,161,504

**CITY OF COEUR D'ALENE
FINANCIAL PLAN, FISCAL YEAR 2018-2019
ALL CITY FUNDS**

GENERAL FUND	REVENUES					EXPENDITURES					ENDING BALANCE
	BEGINNING BALANCE	PROPERTY TAXES	TRANSFER IN	OTHER INCOME	TOTAL REVENUES	WAGES/BENEFITS	SERVICES/SUPPLIES	CAPITAL OUTLAY	TRANS. OUT	TOTAL EXPENDS	
Mayor/Council Administration						\$253,438	\$11,400			\$264,838	
Finance Department						299,969	20,200			320,169	
Municipal Services						683,971	498,800			1,182,771	
Human Resources						1,236,651	644,479			1,881,130	
Legal Department						312,985	74,125			387,110	
Planning Dept						1,178,684	53,253			1,231,937	
Building Maintenance						594,382	133,600	-		727,982	
Police Department						378,357	157,475	17,000		552,832	
Police Grants						13,247,773	1,349,691	-		14,597,464	
KCJA Task Force				\$100,000	\$100,000	115,292	-			115,292	
Fire Department							40,000	60,000		100,000	
Streets/Engineering						9,439,387	607,909	-		10,047,296	
Parks Department						3,056,393	1,494,650	811,500		5,362,543	
Recreation Dept.						1,553,223	583,350	165,000		2,301,573	
Building Inspection						550,643	191,780	20,000		762,423	
General Government						886,775	39,410	33,935		960,120	
TOTALS	\$607,819	\$20,636,497	\$2,702,980	\$16,835,034	\$40,782,330	\$33,787,923	\$5,900,922	\$1,107,435	\$86,050	\$40,882,330	(\$0)
SPECIAL FUNDS:											
Library Fund		\$1,689,288		\$35,100	\$1,724,388	\$1,322,388	\$222,000	\$180,000		\$1,724,388	0
CDBG				408,854	408,854		408,854			408,854	
Impact Fees	\$2,700,000			870,000	3,570,000		5,000		\$516,500	521,500	\$3,048,500
Parks Capital Imp.	400,000		\$60,000	164,000	624,000		81,500	50,000	-	131,500	492,500
Annexation Fees	286,000			1,000	287,000				286,000	286,000	1,000
Cemetery Fund	5,547		200,000	187,000	392,547	202,455	73,100	85,000	286,000	389,955	2,592
Cemetery Perpetual Care	1,425,000		49,400	20,000	1,494,400		7,000		200,000	207,000	1,287,400
Jewett House	15,000			16,000	31,000		30,955			30,955	45
Reforestation	23,000			3,000	26,000		8,000			8,000	18,000
Street Trees	150,000			84,250	234,250		100,000			100,000	134,250
Community Canopy	-			2,000	2,000		2,000			2,000	
Public Art Fund	445,000			104,000	549,000		48,500	300,000		348,500	200,500
TOTALS	\$5,449,547	\$1,689,288	\$309,400	\$1,895,204	\$9,343,439	\$1,524,843	\$986,909	\$615,000	\$1,031,900	\$4,158,652	\$5,184,787
ENTERPRISE:											
Street Lighting Fund	\$26,000		\$66,050	\$558,152	\$650,202		\$650,050			\$650,050	\$152
Water Fund	2,605,715		1,700,000	7,889,400	12,195,115	\$2,073,534	4,003,300	\$5,543,500	\$577,000	12,197,334	(2,219)
Wastewater Fund	4,500,000		1,000,000	14,930,251	20,430,251	2,793,403	7,996,163	8,224,700	745,394	19,759,659	670,592
Water Cap Fees	700,000			1,000,000	1,700,000				1,700,000	1,700,000	
WWTP Cap. Fees	6,000,000			1,360,000	7,360,000				1,000,000	1,000,000	6,360,000
Sanitation Fund	1,500,000			4,211,000	5,711,000		3,304,135		849,948	4,154,083	1,556,917
Public Parking Fund	-			496,566	496,566		140,800		149,080	289,880	206,686
Drainage Utility Fund	767,670			1,032,088	1,799,758	115,166	608,900	920,000	155,558	1,799,624	134
TOTALS	\$16,099,385		\$2,766,050	\$31,477,457	\$50,342,892	\$4,982,102	\$16,703,348	\$14,688,200	\$5,176,980	\$41,550,630	\$8,792,262
FIDUCIARY FUNDS	\$1,190,000			\$2,728,500	\$3,918,500		\$2,961,960			\$2,961,960	\$956,540
CAPITAL FUNDS	\$72,000		\$516,500	\$142,500	\$731,000			\$731,000		\$731,000	
DEBT SERVICE FUNDS		\$876,931			\$876,931		\$876,931			\$876,931	
GRAND TOTAL	\$23,418,751	\$23,202,716	\$6,294,930	\$53,178,695	\$106,095,092	\$40,294,868	\$27,430,070	\$17,141,635	\$6,294,930	\$91,161,503	\$14,933,589

A stack of gold coins is shown against a blue background. The coins are stacked vertically, with the top coin slightly offset. The background is a gradient of blue, and the coins are in sharp focus.

Fiscal Year 2018-2019 Financial Plan

A stack of gold coins is shown against a blue background. The coins are stacked vertically, with the top coin slightly offset. The background is a gradient of blue, and the coins are in sharp focus.

Significant Changes to Revenue - General Fund

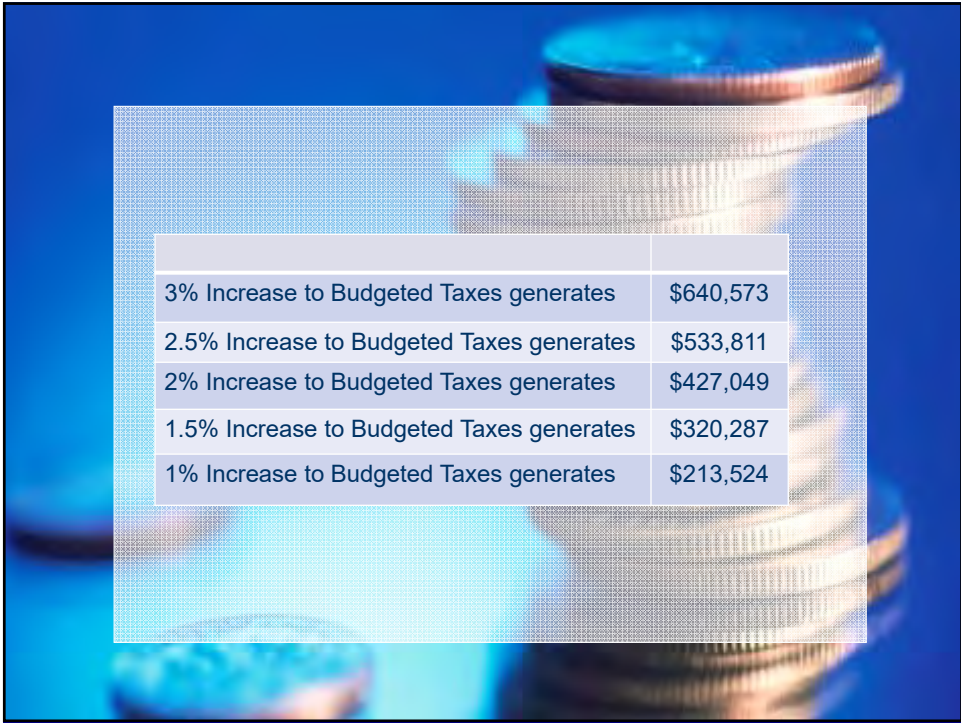
New Growth	+\$492,918
2.25% Increase to Tax Budget	+\$480,430
Highway User Tax, Sales Tax & Liquor Tax	+\$396,334
Transfers In from Enterprise Funds	+\$353,231
Fund Balance	+\$607,819

New Construction Impact

Tax Year	Tax Dollars
2018	\$492,918
2017	\$375,549
2016	\$325,934
2015	\$827,349
2014	\$669,966
2013	\$632,795
2012	\$246,874
2016 Deannexation	\$538,311

Tax Levy

FY 2017-18 Non-exempt tax budget	\$21,352,437
2.25% Increase	\$480,430
New Construction Roll	\$492,918
2015 GO Bond Levy	\$876,931
Total amount to Levy	\$23,202,716



3% Increase to Budgeted Taxes generates	\$640,573
2.5% Increase to Budgeted Taxes generates	\$533,811
2% Increase to Budgeted Taxes generates	\$427,049
1.5% Increase to Budgeted Taxes generates	\$320,287
1% Increase to Budgeted Taxes generates	\$213,524



History

Tax Year	Amount Taken of 3% Allowed
2019 Proposed	\$480,430 2.25%
2018	\$-0-
2017	\$490,552 2.5%
2016	\$-0-
2015	\$-0-
2014	\$-0-
2013	\$329,432 2%
2012	\$-0-
2011	\$236,748 1.5%

Statewide Foregone

City	Foregone	2017 Market Value
Idaho Falls	\$6,311,570	\$3,309,246,661
CdA	\$5,026,426	\$3,962,371,725
Nampa	\$4,345,237	\$4,638,828,368
Caldwell	\$2,811,353	\$1,770,309,621
Lewiston	\$2,444,286	\$2,011,938,881
Post Falls	\$2,239,452	\$1,990,878,568
Twin Falls	\$2,186,284	\$2,683,754,266
Meridian	\$2,066,268	\$8,272,756,755
Pocatello	\$1,840,882	\$2,512,851,428
Boise	\$16,416	\$20,680,217,868

September 30, 2017
Unassigned Fund Balance
\$8,328,872

20% of FY 18/19 Plan

Fiscal Year	Unassigned Fund Balance	Total Amended Budgeted Expenditures	% of Budgeted Expenditures to Fund Balance
2017	\$8,328,872	\$42,372,691	19.66%
2016	\$8,788,602	\$42,263,213	20.79%
2015	\$7,663,870	\$35,598,449	21.53%
2014	\$6,142,590	\$33,788,435	18.18%
2013	\$5,589,570	\$33,806,473	16.53%
2012	\$4,852,673	\$30,743,887	15.78%
2011	\$4,815,782	\$31,794,275	15.15%
2010	\$5,777,938	\$29,821,141	19.38%
2009	\$3,767,834	\$29,502,688	12.77%
2008	\$3,441,122	\$29,617,882	11.62%

Capital from Fund Balance

Fund Balance Budgeted	\$607,819
Increase in Citywide Automation	\$42,000
Software Licensing	\$95,000
Building Maint – Scissor Lift & Trailer	\$17,000
Police Department - Radios	\$158,000
Street Department – Asphalt Roller	\$35,000
Street Department - Scanner	\$6,500
Street – Hot Asphalt & Patching Machine	\$30,000
Parks – Shop Remodel	\$25,000
Parks - Chipper & Bucket Truck	\$110,000
Parks and Recreation - Pickup Trucks	\$50,000

City-Wide Personnel Changes

Deputy City Administrator to Project Coordinator		(\$56,000)
Finance Director to Accountant		(\$77,000)
HR PT to Full-time HR Generalist	+0.37FTE	\$44,000
Police Officer – Partially Grant Funded	+1 FTE	\$21,000
Victims Advocate – Partially Grant Funded	+1 FTE	\$18,000
Police Ambassador Program	+1.1 FTE	\$45,000
PT Admin Support to FT Admin Assistant	+0.25 FTE	\$15,000
Streets Mechanic to Street Maintenance Worker		(\$15,000)

City-Wide Personnel Changes

Streets PT to 2 Street Maintenance Workers	-0.3 FTE	\$111,000
Parks Maintenance Worker	+1 FTE	\$66,000
Building Permit Coordinator	+1 FTE	\$70,000
Library PT to FT Reference Clerk	+0.5 FTE	\$39,000
Decrease in Recreation Part-time	-2.32 FTE	(\$39,519)
Total Increase to Personnel	3.6 FTE	\$241,481

Expenses

Current plan	\$89,467,942
New Plan	\$91,161,503
	\$1,693,561

COLA	\$658,839
Merit Increases	\$495,450
Increase in Capital Outlay	\$709,195

General Fund	Capital Outlay
Scissor Lift & Trailer – Bldg Maint	\$17,000
Patrol Vehicles – Drug Task Force	\$60,000
Used Equipment - Streets	\$125,000
Scanner - Streets	\$6,500
Single Axle Dump Truck - Streets	\$160,000 chip seal program
Chip Spreader – Streets	\$135,000 chip seal program
Distributors - Streets	\$90,000 chip seal program
Grader - Streets	\$80,000 chip seal program
Dump Truck - Streets	\$150,000 chip seal program
Hot Asphalt & Patching Machine	\$30,000
Asphalt Roller - Streets	\$35,000

General Fund	Capital Outlay - Continued
Shop Remodel - Parks	\$25,000
Chipper - Parks	\$30,000
Bucket Truck - Parks	\$80,000
Pickup - Parks	\$30,000
Pickup - Recreation	\$20,000
Vehicle – Building Inspection	\$24,194
Computers – Laptop (3) - Bldg	\$9,741
Total	\$1,107,435

Taxable City Valuation

2018 CdA - Estimated	\$4,487,283,826
Kootenai County Estimated	\$17,238,762,821
2017 Coeur d'Alene	\$3,972,167,331
Kootenai County	\$15,340,157,680
2016 Coeur d'Alene	\$3,637,218,547
Kootenai County	\$14,026,088,304

City Levy Rate

2017	\$5.51/\$1,000
2016	\$5.90/\$1,000

Assessed Value	\$255,000
Homeowner's Exemption	\$100,000
Net Value	\$155,000

2017: $\$155.00 \times \$5.51 = \$854.05$
 $\$71.17/\text{Month}$

2018: $\$155.00 \times \$5.17 = \$801.35$
 $\$66.78/\text{Month}$

Assessed Value - 2017	\$225,000
Assessed Value - 2018	\$233,220
3.7% increase in valuation	
Homeowner's Exemption	\$100,000
Net Value	\$133,220

2017: $\$125.00 \times \$5.51 = \$688.75$
 $\$57.40/\text{Month}$

2018: $\$133.22 \times \$5.17 = \$688.75$
 $\$57.40/\text{Month}$

Assessed Value - 2017	\$225,000
Assessed Value – 2018	\$255,000
13% increase in valuation	
Homeowner's Exemption	\$100,000
Net Value	\$155,000

2017: $\$125.00 \times \$5.51 = \$688.75$
 \$57.40/Month

2018: $\$155.00 \times \$5.17 = \$801.35$
 \$66.78/Month

Changes from Preliminary Budget to Ordinance 3618

Municipal Services – Copier Supplies	+\$9,000
Police Department - Communications	+33,950
Water Department – ArcGIS Server	+\$5,000
Water Department – VFD Drives	+\$16,000
Water – SCADA System Upgrades	+\$25,000
Wastewater Dept - Loaders lease	+\$75,000
Total Increase	+\$163,950

Changes from Preliminary Budget to Ordinance

	Revenues	Expenditures
Preliminary Financial Plan Totals	\$106,189,078	\$91,149,742
Increase in Beginning Balance	48,157	
Water Department - Interest	18,000	
Reductn Property Tax Increase 0.75% *	(160,143)	
MS – Copier Supplies		9,000
Police Department - Communications		33,950
Water – Server, VFD Drives, SCADA		46,000
Wastewater – Loader Leases		75,000
Personnel Savings – Fire Dept *		(125,431)
Increase in HRA – VEBA – LCEA *		67,680
5.17% increase in health insurance decreased to 3.17% *		(94,437)
Ordinance Totals	\$106,095,092	\$91,161,504

Questions?

ORDINANCE NO. ____
COUNCIL BILL NO. 18-1022

AN ORDINANCE ENTITLED “THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018”; APPROPRIATING THE SUM OF \$91,161,503 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:

Section 1

That the sum of \$91,161,503 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, 2018.

Section 2

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

GENERAL FUND EXPENDITURES:

Mayor and Council	\$264,838
Administration	320,169
Finance Department	1,182,771
Municipal Services	1,881,130
Human Resources	387,110
Legal Department	1,231,937
Planning Department	727,982
Building Maintenance	552,832
Police Department	14,597,464
Drug Task Force	100,000
Police Department Grants	115,292
Fire Department	10,047,296
General Government	86,850
Streets / Engineering	5,362,543
Parks Department	2,301,573
Recreation Department	762,423
Building Inspection	960,120
TOTAL GENERAL FUND EXPENDITURES:	<u>\$40,882,330</u>

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund	\$1,724,388
Community Development Block Grant	408,854
Impact Fee Fund	521,500
Parks Capital Improvements	131,500
Annexation Fee Fund	286,000
Cemetery Fund	389,955
Cemetery Perpetual Care Fund	207,000
Jewett House	30,955
Reforestation/Street Trees/Community Canopy	110,000
Public Art Funds	348,500
TOTAL SPECIAL FUNDS:	<u>\$4,158,652</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund	\$650,050
Water Fund	12,197,334
Wastewater Fund	19,759,659
Water Cap Fee Fund	1,700,000
WWTP Cap Fees Fund	1,000,000
Sanitation Fund	4,154,083
City Parking Fund	289,880
Drainage Fund	1,799,624
TOTAL ENTERPRISE EXPENDITURES:	<u>\$41,550,630</u>

FIDUCIARY FUNDS:	\$2,961,960
STREET CAPITAL PROJECTS FUNDS:	731,000
DEBT SERVICE FUNDS:	876,931
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$91,161,503</u>

Section 3

That a General Levy of \$20,636,497 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, 2018.

Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$2,566,219 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2018.

Section 5

The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt there from.

Section 6

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 4th day of September, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk