



# Coeur d'Alene

## CITY COUNCIL MEETING

*September 6, 2022*

---

**MEMBERS OF THE CITY COUNCIL:**

**Jim Hammond, Mayor**

**Council Members McEvers, English, Evans, Gookin, Miller, Wood**

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

**September 6, 2022: 6:00 p.m.**

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

**B. INVOCATION:** Pastor Mark McWhorter with the Church of the Nazarene

**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. PROCLAMATIONS:**

1. Proclaiming the Month of September 2022, as Recovery Month.

**Accepted by: Derek Rice, Kootenai Recovery Center**

2. Proclaiming September 10, 2022, as Suicide Prevention Awareness Day.

**Accepted by: Don Duffy, Panhandle Health District**

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

**F. ANNOUNCEMENTS:**

1. **City Council**
2. **Mayor - Appointments:** Appointments of Tom Messina to the Parking Commission, Councilmember Woody McEvers and Bruce Hathaway to the CDA-TV Committee, and Michael G. McDowell to the Parks and Recreation Commission.

**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 16, 2022, Council Meeting.
2. Approval of General Services/Public Works Subcommittee Minutes for August 22, 2022.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee meeting for Monday, September 12, 2022, at 12:00 noon.
5. **Resolution No. 22-039 -**

- a. S-1-21 – Commons at Honeysuckle; Approval of Final Plat; Acceptance of Public Infrastructure Improvements; Maintenance/Warranty Agreement with Security; and Landscape Work Agreement with Security.

**As Recommended by the City Engineer**

- b. Acceptance of a Utility Easement for Water Line from Kristin Waddell, for Property Located at 3268 E. Barn Court, Coeur d’Alene.

**As Recommended by the Water Department Director**

- c. Approval of an Easement Renewal with the Bureau of Land Management for a Water Line to Serve Fire Hydrant.

**As Recommended by the Fire Chief**

- d. Declaration of One (1) 2005 BMW 330 Xi and One (1) 2009 Jeep Patriot in the Police Department as Surplus and Authorization to Sell at Auction.

**As Recommended by the Police Chief**

- e. Approval of a Solid Waste Billing Services Agreement with Kootenai County.
- f. Approval of the Implementation of a Lateral Hiring Process for the Fire Department for Firefighter/Paramedics.

**As Recommended by the General Services/Public Works Committee**

**H. 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.)

**(Non- Action Item)**

**I. OTHER BUSINESS:**

1. **Resolution No. 22-040** – Approval of an Agreement with Coeur d’Alene Firefighters Local No. 710, International Association of Firefighters (IAFF).

**Staff Report by: Troy Tymesen, City Administrator**

2. **A-3-22:** A proposed +/- 1.61 Acre Annexation from County Ag Suburban to City R-12 Requested by Applicant: 15<sup>th</sup> Street Investments, LLC.; Location: 3525 N. 15<sup>th</sup> Street

**Pursuant to Council Action on May 17, 2022**

- a. **Resolution No. 22-041** – Annexation Agreement with 15th Street Investments, LLC. for the Annexation of +/- 1.61 Acre Parcel Located at 3525 N. 15th Street; Zoning from County Ag Suburban to City R-12 Zoning District.
  - b. **Council Bill No. 22-1010** – Ordinance Approving the Annexation of +/- 1.61 Acre Parcel Located at 3525 N. 15th Street; Zoning from County Ag Suburban to City R-12 Zoning District.
3. **Resolution No. 22-042** – Approval of an Amendment to the Agreement with CDAIDE for CDBG-CV Funding.

**Staff Report by: Chelsea Nesbit, CDBG Specialist**

**J. PUBLIC HEARING:**

*Please sign up to testify at <https://www.cdaid.org/signinpublic/Signinformlist>*

1. (Legislative) Annual Appropriations for Fiscal Year 2022-2023.

**Staff Report by: Vonnie Jensen, Comptroller and Troy Tymesen, City Administrator**

- a. **Council Bill No. 22-1011** - Approving the Annual Appropriations for Fiscal Year 2022-2023
2. (Legislative) - Community Development Block Grant (CDBG) Year End Consolidated Annual Performance and Evaluation Report (CAPER).

**Staff Report by: Chelsea Nesbit, CDBG Community Development Specialist**

**K. EXECUTIVE SESSION:**

**L. ADJOURN:**

# PRESENTATIONS

PROCLAMATION

WHEREAS, behavioral health is an essential part of one's overall health and wellness; and treatment of mental and substance use disorders is effective, and recovery is possible; and

WHEREAS, recovery is a process and that people recover in our local area and around the nation; and overcoming mental and substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, we must encourage relatives and friends of people with substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, to help more people achieve and sustain recovery, the City of Coeur d'Alene invites all residents to participate and support in National Recovery Month.

NOW, THEREFORE, I, James Hammond, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim September, 2022, as

"NATIONAL RECOVERY MONTH"

in Coeur d'Alene. Recovery is Everyone: Every Person, Every Family, Every Community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 6th day of September, 2022.

---

James Hammond, Mayor

ATTEST:

---

Renata McLeod, City Clerk

PROCLAMATION

WHEREAS, *suicide is one of the most disruptive and tragic events a family and community can experience. There are over 45,000 reported suicide deaths per year in this nation and 30 reported suicide deaths in Kootenai County last year; and*

WHEREAS, *suicide is the 12<sup>th</sup> leading cause of deaths in the United States and the 9<sup>th</sup> leading cause of deaths among people in Idaho in 2020; and*

WHEREAS, *Idaho consistently ranks in the top 10 states with the highest suicide rates and Kootenai County's suicide rate is almost twice the national average representing not only waste of human life; but untold suffering for the families and friends of those who die in this tragic way; and*

WHEREAS, *for every completed suicide there are 25 attempts or 1.2 million annually; and*

WHEREAS, *public awareness is the key to preventing further suffering and loss of life; and the risk for human self-destruction can be reduced through awareness, education and treatment; and*

WHEREAS, *the Suicide Prevention Action Network of North Idaho (SPAN of North Idaho) is a collaboration of Idahoans from the five northern counties committed to working together to eliminate the stigma of suicide, educate the community about the warning signs of suicide, and ultimately reduce the suicide rate in our state, and*

WHEREAS, *the Suicide Prevention Action Network of North Idaho is hosting the 12<sup>th</sup> annual Break the Silence 5k walk on September 10<sup>th</sup> in Coeur d'Alene to raise awareness of suicide, suicide prevention, and most of all to remember those lost to the tragedy of suicide,*

NOW, THEREFORE, I JAMES HAMMOND, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the day of September 10<sup>th</sup>, 2022, to be

*“SUICIDE PREVENTION AWARENESS DAY”*

*and encourages all citizens to join us in this worthy observance.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this September 6<sup>th</sup>, 2022.

\_\_\_\_\_  
James Hammond, Mayor

ATTEST:

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

# ANNOUNCEMENTS



# Memo to Council

DATE: August 24, 2022

RE: Appointment to Boards/Commissions/Committees

The following appointments are presented for your consideration for the September 6, 2022, Council Meeting:

TOM MESSINA	Parking Commission (Re-Appointment)
WOODY McEVERS	CDA-TV Committee (Council Re-Appointment)
BRUCE HATHAWAY	CDA-TV Committee (Re-Appointment)

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

Sincerely,

Sherrie Badertscher  
Executive Assistant

cc: Renata McLeod, City Clerk and Liaison to the CDA-TV Committee  
Stephanie Padilla, Liaison to the Parking Commission

# Memo to Council

DATE: August 25, 2022

RE: Appointment to Boards/Commissions/Committees

The following appointment is presented for your consideration for the September 6, 2022, Council Meeting:

MICHAEL G. McDOWELL      Parks and Recreation Commission  
(Re-Appointment)

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

Sincerely,

Sherrie Badertscher  
Executive Assistant

cc:      Renata McLeod, City Clerk and Liaison to the CDA-TV Committee  
            Bill Greenwood, Liaison to the Parks and Recreation Commission

# 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 16, 2022

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 16, 2022, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

Dan English ) Members of Council Present  
Amy Evans )  
Dan Gookin )  
Woody McEvers )  
Kiki Miller )  
Christie Wood )

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

**INVOCATION:** Stuart Bryan with Trinity Church led the invocation.

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

**AMENDMENTS TO THE AGENDA:** Mayor Hammond noted he was removing the request to appoint Stephen McCrea to the Library Board from the agenda in order to allow more time for interested persons to submit applications.

**PRESENTATIONS:** Fire Department Inspector Craig Etherton said the Fire Department wished to present awards of exemplary action to Hagadone Marina staff and a Marina tenant for services above and beyond for three (3) separate incidents that occurred this summer. The individuals were being presented Exemplary Action Awards for their actions in relation to the Lightning Storm fire at Silver Beach on July 15, 2022, and for two (2) separate boat fire incidents at Silver Beach on July 5, and July 9, 2022. He explained all the awardees had participated in the Fire Department's public education fire extinguisher training classes and that their training and quick actions prevented the fires from spreading. He presented an Exemplary Action Award to Donna Frederick, Reilley Chapman, and Channing Elvidge for their quick actions during the Lightning Storm sail boat incident on July 15, 2022. Jackson Call was presented an award for his quick actions during the July 5, 2022, flash fire boat fire near the fueling station. Christian Ruehl and Shado Nelson were presented awards for their efforts during the Silver Beach boat fire on July 9, 2022. Fire Inspector Etherton thanked Lindsay Oldstead of Hagadone Marine Group for scheduling the training for their employees and mentioned the training was available to anyone in the community. Mayor Hammond thanked Inspector Etherton and the Fire Department for conducting the training, recognizing the individuals, and the awardees for their quick actions. Inspector Etherton noted

that the Fire Department offers fire extinguisher training to any group within the community and encourage citizens to contact the Fire Department to schedule a training.

**ANNOUNCEMENTS:** Councilmember Miller noted the Library will be exhibiting the traveling Idaho State Constitution until August 19, and that the Library Trustees were pleased with the new library hours which were working well and usage was up. Councilmember Gookin said he would like to receive feedback at an upcoming sub-committee regarding the Ironman contract before the renewal came back before Council for approval.

**CONSENT CALENDAR:**

1. Approval of Council Minutes for the August 2, 2022, Council Meeting.
2. Setting of the General Service/Public Works Committee Meeting for August 22, 2022.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Approval of a Cemetery Lot Repurchase: William Flook, Section RIV, Block A, lot 253, Forest Cemetery Annex (Riverview).

**As recommended by the City Clerk**

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

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

**PUBLIC COMMENTS:**

Diana Sheridan, Coeur d'Alene, stated during the August 8, 2022 Council meeting, a public commenter's microphone was turned off. She said free speech and assembly should be uninhibited, robust, and wide open.

Dan Bell, Coeur d'Alene, said the public should be allowed to speak freely and cutting off speech that may not be popular was not appropriate. He asked that Council consider the constitutional rights of citizens before taking quick action, and read a portion of the police officers oath of office.

Linda Putz, Hayden, said she felt a member of the Arts Commission should be removed based on her personal Facebook page posts and comments she made during meetings. She requested Council ask for the Commissioner Drake's resignation.

Justin O'Connell, Coeur d'Alene, said he wished to thank the Council for the proposed property tax increase in the upcoming City budget and noted many homes in Kootenai County were over assessed.

Cecil Kelly III, Coeur d'Alene, thanked the Council for opening invocations to all faith groups. He said he believed in common courtesy and rule of law.

Richard Dance, Hayden, stated he and his spouse were from the Church of Latter-Day Saints, and were in favor of the changes to the invocation policy. He said there were eight (8) congregations

within the City limits and they would submit one entry into the new lottery system in order to preserve diversity in the invocations.

Kaylee Peterson, Eagle, stated she had heard from people in the community who were afraid of others' Second Amendment rights infringing on their safety, and others' First Amendment rights infringing on their right to live free of harassment, which is why she is running for congress. She thanked the Council for upholding citizen rights.

Laura Tenneson, Coeur d'Alene, thanked Council for opening the lottery system and including all faith groups. She said she appreciated Council's work on the invocation sign-ups, and the lottery would create the most opportunities for all faith leaders to participate.

Teresa Borrenpohl, Post Falls, asked Council to take action when comments at the podium signal white supremacy and/or white nationalism. She suggested adding a searchable online database which would make public comments made at Council meetings searchable.

Alicia Abbott, Sandpoint, stated she worked for an organization called the Idaho 97% project. She noted they were seeing an increase in negative rhetoric at meetings, was in support of the updated invocation process, and encouraged the Council to make public statements after the fact.

Roger Smith, Coeur d'Alene, thanked the Council for their service. He noted there was a noise problem on 8<sup>th</sup> Street, with vehicles going in and out of the McEuen Park parking lot. He said he sent a letter to the Police Chief and had received no response. He requested a neighborhood meeting with the Police Department to discuss the issue.

Ben Cooper, Coeur d'Alene, stated he previously noted the unconstitutional arrest of the Patriot Front group, and several pastors in support of CDA Pride and Redoubt Antifa. He said Antifa was involved with the organizing of the CDA Pride event, and the FBI were involved in the surveillance of the Patriot Front group.

Russell McLain, Coeur d'Alene, stated he was a longtime resident of Coeur d'Alene and his daughter was unable to have her wedding in Coeur d'Alene because of the current atmosphere of hate in the area. He was saddened and upset by the current situation and said the community in the past had always been friendly and respectful even while disagreeing.

## **2022-2023 FINANCIAL PLAN UPDATE**

**STAFF REPORT:** Finance Department Comptroller Vonnie Jensen gave an update on the preliminary budget for the 2022-2023 fiscal year. She mentioned the City had received the new taxation and new construction numbers from Kootenai County. She said the Lake District Urban Renewal District (URD) closure equaled \$5.3 Million, with \$3.5 Million being returned to property owners. The preliminary City levy rate is .002% and would generate \$930,000 from the closure of the Lake District. She said the suggested changes to the Preliminary Budget were a decrease in estimated new growth, increase of the highway user tax, liquor tax, prior year property tax collections, and the use of Fund balance. She also suggested a decrease in the street overlay budget item. She noted the increases would not cause an increase to the City's overall property owners

due to the Lake District closure, yet residential property owners may see an increase in property taxes due to the large increases in taxable valuations of residential properties. She also noted some highlights from the budget included an increase for health insurance premiums, merit increases, COLAs, services and supplies, one-time capital funding, and eight (8) new FTE positions.

**DISCUSSION:** Councilmember Gookin stated people would see a benefit from the return of the \$3.5 Million from the closure of the URD District, and asked if sales tax had been adjusted in the budget as well, with Ms. Jensen responding sales taxes were higher this year with the number being provided by the state, so she hadn't increased the amount in the updated budget. Councilmember Gookin said he would like to add the overlay funds back into the budget in anticipation of the increased sales taxes and increase the estimate sales tax by that amount to balance. Councilmember English stated the big picture was private property owners were not given the same benefit as commercial property owners in the current tax assessment formula regulated by the state. Councilmember Wood asked about the COLA and how it could be set at 5% when negotiations with employee groups had not been completed, with City Administrator Troy Tymesen responding the City would continue to work towards the 5% and were able to make amendments up to Oct 2. Councilmember Wood stated she would like to include funding for signing bonuses as a line item in the Police Department's personnel budget.

**MOTION:** Motion by Gookin, seconded by English, to eliminate the decrease in the overlay budget restoring it to the original amount in the preliminary budget. **Motion carried.**

**MOTION:** Motion by Wood, seconded by Gookin, to include a line item for the employment expenses be included in the Police Department budget. **Motion carried,** with Councilmember McEvers voting no.

**DISCUSSION:** Councilmember McEvers asked how adding the signing bonus would affect the 5% COLA and did it stay with the position, with Councilmember Wood responding the funds were already available in the Police Department budget due to salary savings. Councilmember Evans asked for clarification that it was not adding funds to the budget but reallocating funds, with Councilmember Wood affirming. Councilmember English said a signing bonus should be spelled out clearly, salary savings only work while there were vacancies, and ongoing funding would need to be identified. Mr. Tymesen clarified \$80,000 was in the Preliminary Financial Plan (budget) to fund the hiring bonus, under the Official Representation account. Councilmember Wood stated she preferred to have the funds located on the personnel side of the Police Department's budget and recognized as a signing bonus. Councilmember Gookin asked in relation to the Lake District URD closure was the Arts Commission fully funded in the upcoming budget, with Ms. Jensen responding they would continue to receive 1.33% of the capital project expenditures for above ground construction projects completed by the City.

**MOTION:** Motion by Councilmember Gookin, seconded by Miller, to defund CDA2030. Motion later withdrawn.

**DISCUSSION:** Councilmember Miller said she was not in support of the motion to defund CDA2030 at this time, yet she was not supportive of funding them as-is, and said there were changes occurring at CDA2030 through new leadership and updated goals. Councilmember

Gookin said the work done at CDA2030 was okay, yet they could operate as a City committee, not an outside organization, and asked what the benefit was for the City. Councilmember Evans agreed it would be great to hear from CDA2030 on a regular basis, she was in support of their work, and the work they completed on the City's Comprehensive Plan. Councilmember English said he was not in support of defunding CDA2030, but changes were warranted. Councilmember Miller stated the creation of CDA2030 was based on the Bend, Oregon, 2030 organization which had gone through a transition and had evolved. She said with the restructuring of CDA2030, she would like to stay the course in order to give them an opportunity to retool. Councilmember McEvers asked if other cities supported CDA2030 financially, with Councilmember Gookin responding the biggest donors were the City's Urban Renewal Agency and the City. Councilmember Evans noted they had many sponsors in addition to the main donors.

**RESOLUTION NO. 22-037 - A RESOLUTION ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2021-2022.**

**STAFF REPORT:** Comptroller Vonnie Jensen stated the City Council annually amends the original appropriations ordinance for unanticipated expenditures. She noted the budget amendment showed increases in expenditures due to carryovers of projects, state and federal grants received, drug forfeiture funds, funding received in FY 2020-21 from the American Rescue Plan Act (ARPA), funding from ignite cda, and miscellaneous additional items. She said additional revenues of \$862,348 had been received in the General Fund to cover the increased expenses for the fiscal year, and \$776,951 was coming from the designated fund balance. She noted the majority of the designated fund balance was being amended for overlay funds carried over from the previous fiscal year, and drug forfeiture funds were used for the purchase of an armored vehicle. She requested Council approve Resolution No. 22-037, amending the Fiscal Year 2021-22 Budget to increase the budget by a total of \$3,207,899.

**RESOLUTION NO. 22-037**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING NOTICE OF THE TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2021-2022, INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND A 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 ENSUING 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, enter such proposed amended Budget at length in the journal of the proceedings, publish the proposed amended Budget, and set a public hearing; 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, 2021:

	<b>FY 2021-22 BUDGET</b>	<b>FY 2021-22 AMENDED BUDGET</b>
<b>GENERAL FUND EXPENDITURES:</b>		
Mayor and Council	\$269,845	\$269,845
Administration	223,074	223,074
Finance Department	1,298,646	1,298,646
Municipal Services	2,221,228	2,221,228
Human Resources	434,882	434,882
Legal Department	1,313,540	1,313,540
Planning Department	714,518	714,518
Building Maintenance	702,899	803,449
Police Department	18,107,761	18,248,609
Fire Department	11,547,576	12,271,026
General Government	47,180	47,180
Streets and Engineering	5,170,563	5,818,514
Parks Department	2,617,467	2,631,467
Recreation Department	755,417	755,417
Building Inspection	1,004,364	1,016,864
<b>TOTAL GENERAL FUND EXPENDITURES:</b>	<u>\$46,428,960</u>	<u>\$48,068,259</u>

	<b>FY 2021-22 BUDGET</b>	<b>FY 2021-22 AMENDED BUDGET</b>
<b>SPECIAL REVENUE FUND EXPENDITURES:</b>		
Library Fund	\$1,796,065	\$1,800,565
Community Development Block Grant	550,372	550,372
Impact Fee Fund	769,000	1,129,000
Parks Capital Improvements	465,460	617,460
Annexation Fee Fund	175,000	175,000
Cemetery Fund	414,040	414,040
Cemetery Perpetual Care Fund	166,500	166,500
Jewett House	26,353	26,353
Reforestation/Street Trees/Community Canopy	120,000	120,000
Public Art Funds	461,300	461,300
<b>TOTAL SPECIAL FUNDS:</b>	<u>\$4,944,090</u>	<u>\$5,460,590</u>
<b>ENTERPRISE FUND EXPENDITURES:</b>		
Street Lighting Fund	\$658,900	\$748,900
Water Fund	12,306,910	12,306,910
Wastewater Fund	24,913,490	25,389,490
Wastewater Property Management		26,100
Water Cap Fee Fund	2,650,000	2,650,000
WWTP Cap Fees Fund	3,840,853	3,840,853
Sanitation Fund	4,562,297	4,622,297
City Parking Fund	1,718,619	1,718,619
Drainage	2,121,738	2,121,738
<b>TOTAL ENTERPRISE EXPENDITURES:</b>	<u>\$52,772,807</u>	<u>\$53,424,907</u>
FIDUCIARY FUNDS:	\$3,276,235	\$3,276,235
CAPITAL PROJECTS FUNDS:	1,400,000	1,800,000
DEBT SERVICE FUNDS:	878,408	878,408
<b>GRAND TOTAL OF ALL EXPENDITURES:</b>	<u>\$109,700,500</u>	<u>\$112,908,399</u>

	<b>FY 2021-22 BUDGET</b>	<b>FY 2021-22 AMENDED BUDGET</b>
<b>ESTIMATED REVENUES:</b>		
Property Taxes:		
General Levy	\$21,801,829	\$21,801,829
Library Levy	1,622,045	1,622,045
Fireman's Retirement Fund Levy	250,000	250,000
2015 G.O. Bond Levy	878,408	878,408
<b>TOTAL REVENUE FROM PROPERTY TAXES:</b>	<u>\$24,552,282</u>	<u>\$24,552,282</u>

	<b>FY 2021-22 BUDGET</b>	<b>FY 2021-22 AMENDED BUDGET</b>
<b>ESTIMATED OTHER REVENUES:</b>		
Interfund Transfers	\$10,518,451	\$10,878,451
Beginning Balance	24,214,160	25,401,111
Other Revenue:		
General Fund	20,148,354	21,010,702
Library Fund	16,891	21,391
Community Development Block Grant	550,372	550,372
Parks Capital Improvement Fund	175,153	305,153
Cemetery	195,324	195,324
Annexation Fee Fund	175,000	175,000
Impact Fee Fund	567,000	567,000
Cemetery Perpetual Care Fund	10,000	10,000
Jewett House	12,353	12,353
Street Trees	80,800	80,800
Community Canopy	1,500	1,500
Public Art Funds	138,300	138,300
Street Lighting Fund	620,500	670,500
Water Fund	6,677,500	6,677,500
Wastewater Fund	12,557,800	13,033,800
Wastewater Property Management		26,100
Water Capitalization Fees	1,165,000	1,165,000
WWTP Capitalization Fees	1,515,000	1,515,000
Sanitation Fund	4,457,000	4,517,000
City Parking Fund	850,500	850,500
Drainage	1,058,000	1,058,000
Fiduciary Funds	3,017,950	3,017,950
Capital Projects Fund	551,000	603,000
<b>TOTAL REVENUE OTHER THAN PROPERTY TAXES:</b>	<u>\$89,273,908</u>	<u>\$92,481,807</u>
 <b>SUMMARY:</b>		
	<b>FY 2021-22 BUDGET</b>	<b>FY 2021-22 AMENDED BUDGET</b>
<b>PROPERTY TAXES</b>	\$24,552,282	\$24,552,282
<b>OTHER THAN PROPERTY TAXES</b>	89,273,908	92,481,807
<b>TOTAL ESTIMATED REVENUES</b>	<u>\$113,826,190</u>	<u>\$117,034,089</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, on August 24, 2022, and August 31, 2022.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 20th day of September, 2022, 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, why the proposed amended Budget should or should not be adopted.

**MOTION:** Motion by Gookin, seconded by Wood, to approve Resolution No. 22-037, Approving the Proposed Amendment to the Fiscal Year 2021-22 Budget and Scheduling a Public Hearing for September 20, 2022.

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

### **RESOLUTION NO. 22-038**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE LHTAC/LOCAL AGREEMENT WITH THE LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC) FOR THE 2022 LOCAL CHILDREN PEDESTRIAN SAFETY (CPS) PROGRAM PRAIRIE TRAIL EXTENSION PROJECT.

**STAFF REPORT:** City Trails Coordinator Monte McCully said the Local Highway Technical Assistance Council (LHTAC) announced a “no-match” grant in the amount of \$250,000 for building sidewalks, trails, and safe crossings for children to safely walk or bike to school. The Parks Department applied for the grant and was sent a notice of the award in July. He said the project would also include adding a Rectangular Rapid Flashing Beacon (RRFB) at Huetter and the trail for additional safety. He said in 2008, the Prairie Trail was constructed through a combined effort by the City, ignite cda, the KROC Center, and the Centennial Trail Foundation. At the time, the newly constructed trail covered four (4) miles from Beebe Boulevard to Huetter Road, although the first mile was later redesignated as the Centennial Trail as it was a better route than existed at the time for the Centennial Trail. He noted the trail had become increasingly popular among trail users and had some of the highest trail user counts in the City. He said the Parks Master Plan and the KMPO Non-Motorized Plan had called for extending the Prairie Trail to Hwy 41, creating links from Coeur d’Alene to Post Falls and Rathdrum. He mentioned the City limits and the trail ended at Huetter Road, but the old railroad line extended another 1.16 miles to Meyer Road. He said the section of the railroad line came to ignite cda through a series of loans and defaults on those loans, and was eventually gifted to the City due to a land swap that occurred between the railroad and the Centennial Trail Foundation. The Trail Foundation has pushed to extend the trail for several years and an anonymous donor gave \$50,000 to help with the project. He said the funds for the Prairie Trail Extension and RRFB would come from the following sources: Children Pedestrian Safety Program Grant \$250,000.00, and Centennial Trail Foundation \$50,000.00, for a total of \$300,000.00. He said the gravel base and asphalt costs were estimated at \$184,000, and earthwork and subgrade costs were estimated at \$100,000. The RRFB, crosswalk paint, signs and posts were \$10,000. He requested Council accept the 2022 Children Pedestrian Safety Program Grant for the extension of the Prairie Trail from Huetter to Meyer Road, and authorize the extension which would include adding a RRFB crossing light on Huetter Avenue.

**MOTION:** Motion by Evans, seconded by Miller, to approve **Resolution No. 22-038**, Approving the Agreement with LHTAC for the 2022 Local Children Pedestrian Safety Program, Prairie Trail Extension Project.

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

**DISCUSSION:** Councilmember McEvers asked if there were any utilities planned along the trail, with Mr. McCully responding there were no utilities along the trail and they were not planning to add any at this time. He noted there were still railroad tracks along the last 600' of the trail and they would request an easement to remove them. Councilmember Wood thanked Mr. McCully for going after the grant funds and said she was fully supportive of the resolution to accept the grant. Councilmember Gookin stated he was uncomfortable spending money outside the City and asked if there were other projects within the City the grant funds could have been used for; such as to install addition flashing beacons or crosswalks, with Mr. McCully responding they were specifically looking at trails. Mr. McCully noted the grant was available each year and in two years they could apply for the grant again and look for locations within the City to install flashing beacons, etc. Councilmember Gookin asked if the Streets Department would be completing the work, with Mr. McCully responding he had bids from private contractors yet the Streets Department could do the work if needed. Councilmember Gookin said he strongly objected to the Streets Department doing work outside City limits, and recommended hiring independent contractors. Councilmember Evans thanked Mr. McCully for his work to obtain the grant.

**APPROVAL OF AN AMENDMENT TO THE INVOCATIONS POLICY TO ALLOW ANY NON-PROFIT FAITH-BASED ORGANIZATION WITHIN KOOTENAI COUNTY TO PROVIDE THE INVOCATION BEFORE A COUNCIL MEETING.**

**STAFF REPORT:** Municipal Services Director/City Clerk Renata McLeod said she and City Attorney Randy Adams had brought forward modifications to the City's invocation policy to allow any non-profit faith-based organization within the City to give the invocation before City Council meetings. She explained that on March 22, 2022, the City sent a notice to area churches that the City was encouraging greater participation in the invocations before City Council meetings. The notice invited representatives to sign up on a "first come-first serve basis" to provide an invocation at one of the meetings, with scheduling to be effective through the remainder of the year. At its June 7, 2022, meeting, Council discussed invocations and the following motion was passed: *Motion by Gookin, seconded by Wood, to continue the custom of invocations before Council meetings by incorporating a lottery system and allowing all established churches within Kootenai County the opportunity to give an invocation.* On July 27, 2022, Councilmembers Gookin and Wood hosted a meeting to obtain input from members of the area's faith community. From that meeting, refinements to the policy were proposed. The faith community requested clarification that invocations may only be provided by an organization that is non-profit, and that individuals include the listing of the name and number of their organization's non-profit registration. Additionally, a request was made to clarify that those included in the lottery must be affiliated with a faith-based organization or church. She noted they would advertise the opportunity to register for the lottery, ensuring adequate notice was provided to all, and would establish a 30-day open registration period. She said staff recommends the use of the City's web page portal for the

registration. She said the recommendation would be the first date for invocations under the lottery system be January 3, 2023 (the first meeting of the year). She said the electronic registration would continue to have the following affirmation, pursuant to legal recommendation: Invocations may contain sectarian language---in other words, the prayer can be specific to a religion, faith, person, etc., an invocation should not seek to proselytize (convert or seek affirmation) anyone, an invocation should not disparage other faiths, an invocation should not threaten those with different beliefs with hell, damnation, or other punishment, an invocation should not be politically biased, the invocation would not be edited or approved by the City, and invocations should be solemn and respectful in tone. She mentioned the proposed timeline would be Sep 1-30 registration period, Oct 10 lottery/notifications, Jan 2023 begins.

**MOTION:** Motion by Gookin, seconded by Wood, Approving an Amendment to the Invocations Policy Allowing any Non-Profit Faith-Based Organization within the City of Coeur d’Alene to Provide the Invocation Before a Council Meeting with the deadline the start of the fiscal year and allowing the CDA Tribe to choose their date preference.

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

**DISCUSSION:** Councilmember English stated he felt the evolution of the process was good and he was supportive of the lottery system. Councilmember Gookin clarified the lottery would be only faith-based registered non-profits within the City, and an invitation would be made to the CDA tribe to perform at least one invocation each year. He said there would be one (1) entry per non-profit, and the start should be as soon as possible, and to forego invocations until the lottery system was set up. Councilmember McEvers asked if the lottery could get stacked, with Councilmember Gookin responding the organizations he had met with had affirmed they would submit one (1) entry from each church, yet each individual organization could apply. Councilmember Wood said the timeline was important to Council and the faith-based community, and should be ran to coincide with the City’s fiscal year which starts on Oct 1, 2022.

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

The meeting adjourned at 7:47 p.m.

ATTEST:

\_\_\_\_\_  
James Hammond, Mayor

\_\_\_\_\_  
Sherrie L. Badertscher  
Executive Assistant

# DRAFT

August 22, 2022

## GENERAL SERVICES/PUBLIC WORKS COMMITTEE MINUTES

12:00 p.m., Library Community Room

### COMMITTEE MEMBERS

Council Member Woody McEvers, Chairperson  
Council Member Kiki Miller  
Council Member Dan Gookin

### CITIZENS

### STAFF

Troy Tymesen, City Administrator  
Randy Adams, City Attorney  
Vonnie Jensen, Comptroller  
Thomas Greif, Fire Chief  
Hilary Anderson, Community Planning Director  
Renata McLeod, Municipal Services Director  
Sean Holm, Senior Planner

### **Item 1. Request Approval of a Solid Waste Billing Services Agreement with Kootenai County.** **(Consent Calendar)**

Comptroller Vonnie Jensen stated that since 2016, Kootenai County Solid Waste has had an agreement with the City of Coeur d'Alene (City) for solid waste billing services. Prior to the agreement, commercial customers received a bill from Kootenai County for commercial garbage yardage, and a bill from the City for commercial container rent. She said the partnership between the City and County streamlined the billing process for commercial customers. The Kootenai County Sanitation Department also provides assistance to the City with the Solid Waste Joint Powers Agreement. The agreement begins on September 1, 2022, and calls for annual payments to the City of \$14,600 per year for the next two (2) years, with a possible extension for an additional two (2) years. She noted it represented a 14% increase over the current contract. She said in fiscal year 2020-21, and the current fiscal year the City received \$12,500 from the County. In the years prior to 2020-21, the City received \$10,000 annually. Ms. Jensen requested Council approve the amendment to continue the agreement with Kootenai County for billing services for commercial solid waste accounts within the City limits of Coeur d'Alene.

**MOTION:** by Miller, seconded by Gookin, to Recommend that Council Approve the Solid Waste Billing Services Agreement with Kootenai County. **Motion Carried.**

### **Item 2. Request Approval of the Implementation of a Lateral Hiring Process for the Fire Department for Firefighter/Paramedics.** **(Consent Calendar)**

Fire Chief Thomas Greif stated when vacancies occurred within the Fire Department (Department), they utilized the current Civil Service Eligibility List (written test, interview, agility test) that was renewed every (2) years. When the Department sends current personnel through a Paramedic Program, the turnaround time was approximately two (2) years until they may use them in that capacity. He said with

# DRAFT

the recent addition of a 3<sup>rd</sup> ambulance coming to the Department in January 2023, there was an immediate need to hire licensed, certified, and experienced paramedics. He said the financial impact would be starting the new personnel at a level equivalent of a 4-year firefighter/paramedic. He said the costs of a current entry level firefighter/paramedic equaled \$116,025.00, of which wages were \$56,259.00, and a lateral firefighter/paramedic with full credit was \$142,955.00, of which wages were \$75,129.00. He mentioned the Department would conduct a lateral hiring process similar to the Police Department's that would attract experienced paramedic level candidates (without the written test), which in turn would reduce the training time of the new hires to approximately 2-4 months. The process would only be utilized when there was an immediate need and would sunset September 30, 2024. He said the lateral hire language and process had been jointly created by Human Resources, Fire Department Administration, and Local 710 leadership.

Councilmember Gookin asked why the process would be sunsetted in 2023, with Chief Greif responding it was the recommendation by the Human Resources Department and would not be a hiring practice for every vacancy. Councilmember Miller asked if the Police Department hired lateral employees in the same way, with Chief Greif responding in the affirmative, and that they had looked at the Police Department's lateral hiring model. Councilmember McEvers asked if they would include a one-time hiring bonus, with Chief Greif responding they would not, and the lateral hires would start on the pay scale equivalent of a 4<sup>th</sup> year employee.

**MOTION:** by Gookin, seconded by Miller, to recommend that Council Approve the Implementation of a Lateral Hiring Process for the Fire Department for Firefighter/Paramedics. **Motion Carried.**

**Item 3. Provide Feedback on Possible Amendments to the Short-Term Rental (STR) Ordinance**  
*(Staff will bring this item for further discussion to the next scheduled GS/PW Committee Meeting)*

Municipal Services Director Renata McLeod stated staff was seeking input on possible amendments to the Short-Term Rental (STR) Ordinance, hiring a STR compliance company to assist with permitting and code enforcement, and increasing violation fees. She said Idaho Code § 67-6539 was signed into law in 2017, with the purpose of prohibiting a city or county from enacting or enforcing an ordinance that has the express or practical effect of prohibiting STRs or vacation rentals. She noted it granted the authority for a jurisdiction to implement **“reasonable regulations as it deems necessary to safeguard the public health, safety and general welfare in order to protect the integrity of residential neighborhoods in which STRs or vacation rentals operate.”** It also classified short-term or vacation rentals as a “residential land use” for zoning purposes. She said the City adopted the existing STR Ordinance (Chapter 17.08, Article X. STRs) in 2017.

Senior Planner Sean Holm said as affirmed by the City's Business Licensing/Deputy City Clerk Kelley Setters, the analysis done by Host Compliance in August 2021 showed there were 645 unique STR units within the city limits of Coeur d'Alene. As of August 2021, there were 228 permitted STRs. He noted as of today, there were 381 permitted STRs in the City of Coeur d'Alene. Of those permit holders, 184 have a homeowner's exemption, which equates to 48% of the permits belonging to locals who live on the property where the STR was located. He mentioned the City had a 32% increase in permits in ten months, and if there was a correlation between the number of permit holders and the total number of STRs in the community (including unpermitted units), it was likely that the number of STRs had



# DRAFT

increased since that time and may be closer to 800 -1000 total STR units in Coeur d'Alene. He said there were approximately 24,000 housing units in the City, and therefore, if there were 1000 STRs within the City, it would equate to 4.5% of the housing stock.

Community Planning Director Hilary Anderson said the City Council had directed staff to bring forward options to evaluate and possibly amend the STR Ordinance. She noted reasons for amending the code included a well-documented housing crisis, a lack of available for-rent and for-sale housing units throughout Kootenai County that was severely impacting many local businesses and major employers related to retaining and recruiting employees, the strain on the residential long-term rental market by having a significant number of STRs that were not available for long-term rentals, the growing number of STRs in the community, the high number of unpermitted STR units, and complaints from residents about the high concentration of STRs in certain neighborhoods impacting their quality of life and integrity of neighborhoods. She said staff had researched similar codes for communities throughout Idaho and the U.S. to explore other possible ways to mitigate impacts on residential neighborhoods and for permitting requirements. Staff also met with several STR compliance companies (Host Compliance, GOV-OS, etc.) to learn about their services and to have a snapshot assessment of the total number of STRs operating within the city limits. She said staff had met with Councilmembers Miller and Gookin to hear their ideas about options to consider with a possible code amendment, concerns with the current ordinance and impacts of STRs on neighborhoods, and to review the STR "pick list" document of options. She said items for consideration included: duration of stay, parking, ownership, type of unit allowed, zoning, location and quantity, occupancy, ADUs, fees, enforcement, and increasing permit fees/violation fees. Possible amendments to the ordinance would be considered necessary to safeguard the public health, safety and general welfare in order to protect the integrity of neighborhoods in Coeur d'Alene, and to respond to the complaints and issues that neighborhoods have been experiencing in the years since the ordinance was adopted. She said staff was seeking input and guidance from the General Services/Public Works Subcommittees prior to scheduling a joint workshop with City Council and the Planning Commission where there was an opportunity for public comment. She said the draft ordinance incorporated the following potential amendments for discussion: limiting STRs to owner-occupied properties within residential zones (no owner-occupancy limitations in commercial zones), requiring a minimum 2-night stay, removing the 14-day exemption, clarifying what qualifies as a residential unit for STRs, and increasing the violation fees. She noted the first offense would be treated as a civil penalty and subsequent offenses were subject to a civil penalty of \$3,000. She said violators would also be subject to a misdemeanor citation which carried a fine of up to \$1,000 and/or imprisonment up to 180 days. She said staff would appreciate input on the before mentioned items, and additionally, would like direction on whether to require the following changes: requiring off-street parking in residential zones in order to issue a STR permit, limiting the number of cars allowed based on the number of off-street parking spaces, and requiring inspections by City staff with the initial permit to verify permit information and check for life-safety issues (fee to be charged for inspections). She said it would be important to hire a STR compliance company to assist with enforcement as there was not enough staffing capacity currently in the City to keep up with enforcement, checking rental sites, and enforcing violations and collections. She said if Council would like to add an inspection by City staff with the initial permit, that may require hiring an additional staff member. The employee or compliance company costs could be covered by higher permit fees.

## **DISCUSSION:**

# DRAFT

Councilmember McEvers asked what the homeowners tax exemption language pertained to, with Mr. Holm responding the owner claims the property is a primary residence and they reside there at least six (6) months a year. Councilmember McEvers asked how the current permitted STRs would be impacted, with City Attorney Adams responding the permitting period was a one-year period from March–March. The rules could be changed before renewal and he expected the new regulations to become effective March of 2023. Councilmember Miller clarified there would be no “grandfathered” clause for STRs already permitted. Councilmember Miller requested to find out how much detail the code compliance companies could provide, and that the concentrated congestion shown on the map may be misleading as there was a much higher number of STRs concentrated south of Harrison Avenue and the City may need to cap the numbers by area and not citywide. She said the STR issue was affecting housing all over the nation and there may be additional data available to review. She was in support of removing the 14-day limit, and asked if the violation money would go back into the General Fund or towards enforcement, with Mr. Adams responding it returned to the General Fund. Councilmember Gookin requested that anyone requesting a STR permit to be in code compliance, and he was a fan of owner-occupied STRs only, all off-street parking, and hiring a code compliance company to manage them. He said there were questions regarding the legality of the STR code, and how the City was allowed to regulate them. Mr. Adams stated the State code was broad and what the City viewed as general welfare could be regulated. He noted the City should articulate the reason why the regulations were needed. Councilmember Gookin asked if the 2-night minimum was enforceable, with Ms. Anderson responding the code compliance company would be the ones to regulate the minimum. Councilmember Gookin stated he had no problem with commercial operations such as an STR in a commercial zone. He asked if the code amendments would be a Public Hearing at Council, with Ms. Anderson responding the process would be to return to the next GS/PW Committee meeting, a joint workshop with the Council and Planning Commission, and Council would hear the code amendment for the ordinance adoption.

Ms. McLeod thanked the Committee for their feedback and summarized the following would be included in future discussions and ordinance amendments: approved the items brought forward, research additional compliance companies and data available, cap the STR congestion south of Harrison Avenue, bring properties into code compliance when permitting for the STR, require off-street parking, and spread the cost of a compliance company across the total number of permits issued (which would include City staff time).

The meeting adjourned at 12:43 p.m.

Respectfully submitted,  
*Sherrie L. Badertscher*  
Recording Secretary

RESOLUTION NO. 22-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: FINAL PLAT FOR THE COMMONS AT HONEYSUCKLE, INCLUDING ACCEPTANCE OF PUBLIC INFRASTRUCTURE IMPROVEMENTS, A MAINTENANCE/WARRANTY AGREEMENT WITH SECURITY, AND A LANDSCAPE WORK AGREEMENT WITH SECURITY; UTILITY EASEMENT FOR WATER LINE; RENEWAL OF AN AGREEMENT WITH BLM FOR WATER MAIN EASEMENT TO SERVE A HYDRANT AT THE BLACKWELL ISLAND RECREATION SITE; DECLARATION OF TWO POLICE VEHICLES AS SURPLUS; SOLID WASTE BILLING SERVICES AGREEMENT WITH KOOTENAI COUNTY; AND LATERAL HIRING PROCESS FOR FIREFIGHTER/PARAMEDICS FOR THE FIRE DEPARTMENT.

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

- A) Approval of Final Plat, acceptance of public infrastructure improvements, Maintenance/Warranty Agreement, and Security; and a Landscape Work Agreement and Securities for Commons at Honeysuckle [S-1-21];
- B) Utility Easement for Water Line from Kristin Waddell, for property located at 3268 E. Barn Court, Coeur d'Alene;
- C) Renewal of an agreement with the Bureau of Land Management for a water main easement to serve a fire hydrant at the Blackwell Island Recreation Site;
- D) Declaration of a 2005 BMW 330 Xi and a 2009 Jeep Patriot from the Police Department as surplus and authorizing the sale of the vehicles at auction;
- E) Solid Waste Billing Services Agreement with Kootenai County;
- F) Implementation of a Lateral Hiring Process for the Fire Department for Firefighter/Paramedics;

AND

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

NOW, THEREFORE,

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

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

DATED this 6<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
James Hammond, Mayor

ATTEST:

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

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

ROLL CALL:

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

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

## CITY COUNCIL STAFF REPORT

**DATE:** September 6, 2022  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **The Commons at Honeysuckle: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval, Landscape Work Agreement and Security Approval**

---

### DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, an eighteen (18) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.
4. Approval of the Landscape Work Agreement and Security

### HISTORY

- a. Applicant: Nick Forsberg, Managing Member  
Atlas Investment, LLC  
P.O. Box 2111  
Coeur d'Alene, ID 83816
- b. Location: Southeast corner of Margaret Avenue and Honeysuckle Drive.
- c. Previous Action:
  1. Preliminary plat approval, January 12, 2021.

### FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on September 6, 2023. The amount of the security provided is \$26,162.51. Additionally, the developer is furnishing security in the amount of \$119,250.00 which covers the outstanding cost of the uninstalled open space items that are required for this development.

### PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on September 6, 2023. Additionally, the developer has completed the necessary landscape agreement and is bonding for the outstanding landscape items (Irrigation System, Landscape Preparation, Plantings and Site Furnishings). The developer has stated that all open space landscaping installations will be complete by August 31, 2023.

### DECISION POINT RECOMMENDATION

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

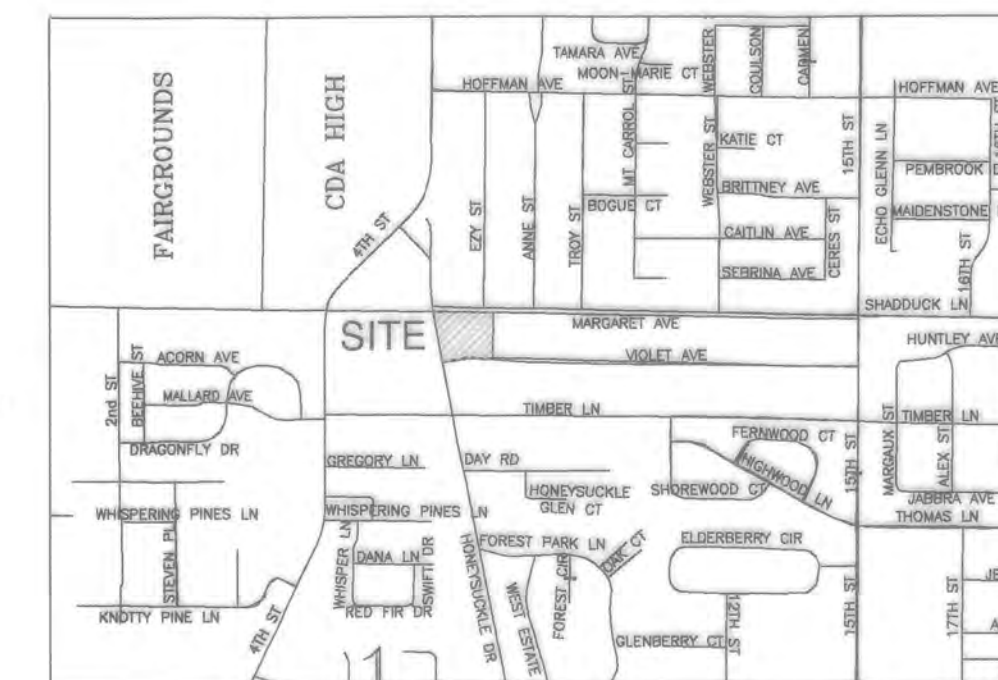
# THE COMMONS AT HONEYSUCKLE

PORTIONS OF LOTS 18 AND 19, BLOCK 1, GARDENDALE ACRE TRACTS IN THE NE 1/4 OF SEC. 1, TWP. 50 N., R. 4 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

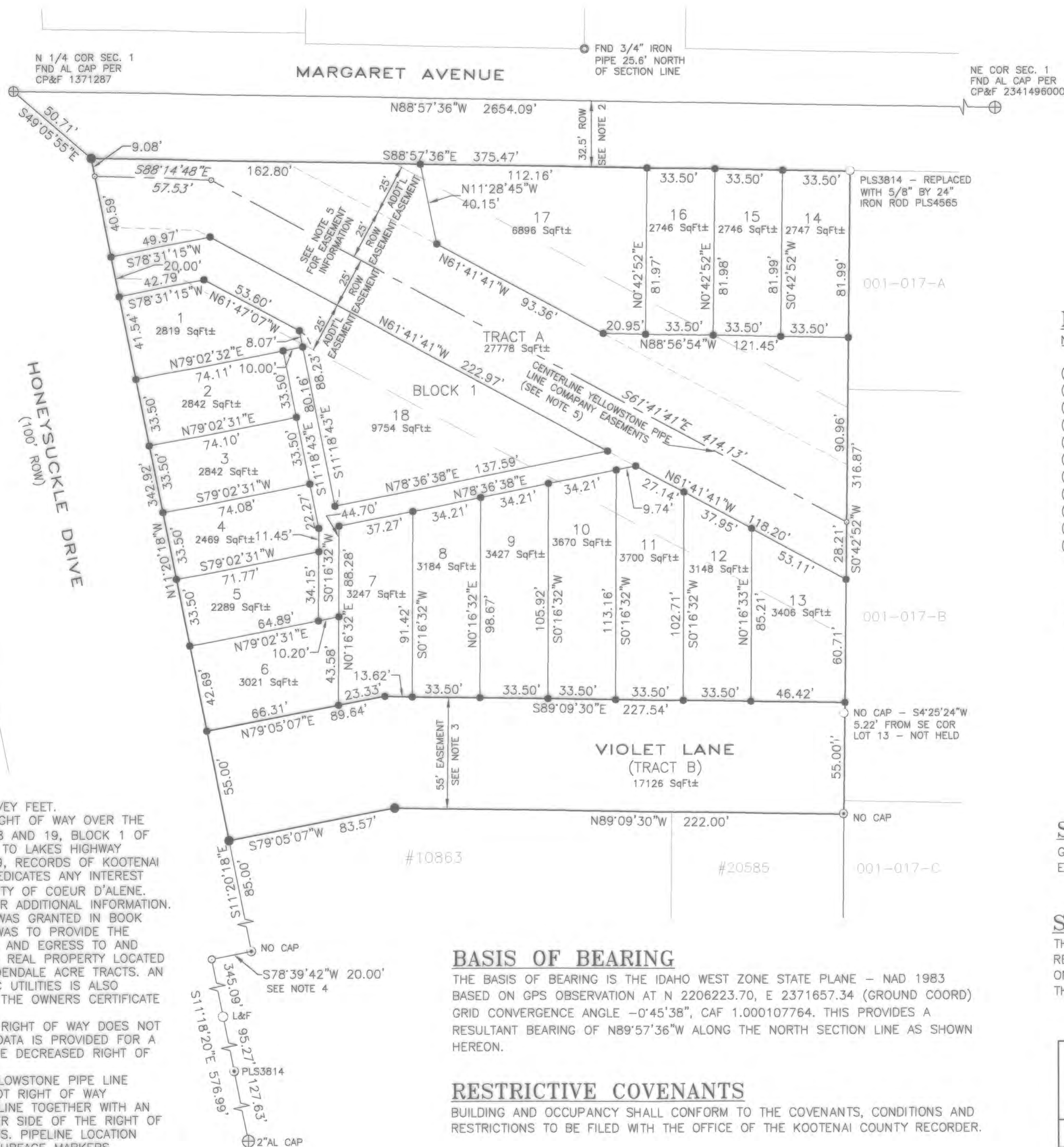
GRAPHIC SCALE



SCALE\_1"=40'



VICINITY MAP  
(NOT TO SCALE)



### SURVEY NOTES

- DIMENSIONS SHOWN ARE US SURVEY FEET.
- AN PERPETUAL EASEMENT AND RIGHT OF WAY OVER THE NORTH 32-1/2 FEET OF LOTS 18 AND 19, BLOCK 1 OF GLENDALE ACRES WAS CONVEYED TO LAKES HIGHWAY DISTRICT IN BOOK 298, PAGE 959, RECORDS OF KOOTENAI COUNTY, IDAHO. THIS PLATTING DEDICATES ANY INTEREST THE OWNER MAY HAVE TO THE CITY OF COEUR D'ALENE. SEE THE OWNERS CERTIFICATE FOR ADDITIONAL INFORMATION.
- A 55 FOOT ROADWAY EASEMENT WAS GRANTED IN BOOK 280, PAGE 295. THE EASEMENT WAS TO PROVIDE THE PUBLIC WITH PERPETUAL INGRESS AND EGRESS TO AND FROM HONEYSUCKLE AVENUE AND REAL PROPERTY LOCATED EAST OF LOT 18, BLOCK 1, GARDENDALE ACRE TRACTS. AN EASEMENT ACROSS IT FOR PUBLIC UTILITIES IS ALSO GRANTED BY THIS PLATTING. SEE THE OWNERS CERTIFICATE FOR ADDITIONAL INFORMATION.
- THE TRANSITION TO AN 80 FOOT RIGHT OF WAY DOES NOT HAPPEN AT THIS LOCATION. THE DATA IS PROVIDED FOR A TIE TO MONUMENTS FOUND IN THE DECREASED RIGHT OF WAY AREA.
- THE RIGHT OF WAY FOR THE YELLOWSTONE PIPE LINE COMPANY CONSISTS OF A 50 FOOT RIGHT OF WAY CENTERED ON THE EXISTING PIPELINE TOGETHER WITH AN ADDITIONAL 25 FEET ALONG EITHER SIDE OF THE RIGHT OF WAY FOR WORKSPACE AND ACCESS. PIPELINE LOCATION DETERMINED BY POTHOLES AND SURFACE MARKERS.

### BASIS OF BEARING

THE BASIS OF BEARING IS THE IDAHO WEST ZONE STATE PLANE - NAD 1983 BASED ON GPS OBSERVATION AT N 2206223.70, E 2371657.34 (GROUND COORD) GRID CONVERGENCE ANGLE -0°45'38", CAF 1.000107764. THIS PROVIDES A RESULTANT BEARING OF N89°57'36"W ALONG THE NORTH SECTION LINE AS SHOWN HEREON.

### RESTRICTIVE COVENANTS

BUILDING AND OCCUPANCY SHALL CONFORM TO THE COVENANTS, CONDITIONS AND RESTRICTIONS TO BE FILED WITH THE OFFICE OF THE KOOTENAI COUNTY RECORDER.

### RECORD DRAWINGS

NUMBER	TYPE	BOOK	PAGE	DATE	BY
(R1)	GARDENDALE ACRE TRCTS	BK. B	PG. 145	1907	GERRISH
(R2)	HONEYSUCKLE GLEN	BK. G	PG. 81	1993	MORRIS
(R3)	WORTHINGTON ADDITION	BK. I	PG. 36	1997	MONACO
(R4)	LUNDBECK ADDITION	BK. I	PG. 417	2002	SANERS
(R5)	RECORD OF SURVEY	BK. 1	PG. 276	1979	MECKEL
(R6)	RECORD OF SURVEY	BK. 3	PG. 117	1981	LEPARD
(R7)	RECORD OF SURVEY	BK. 7	PG. 105	1988	MONACO
(R8)	RECORD OF SURVEY	BK. 8	PG. 77	1994	MONACO
(R9)	RECORD OF SURVEY	BK. 22	PG. 144	2003	RHODES
(R10)	RECORD OF SURVEY	BK. 23	PG. 158	2005	RHODES
(R11)	UNRECORDED SURVEY	COUNTY FILES		1975	NOBIS

### LEGEND

- SET 5/8" BY 24" IRON ROD W/PLASTIC CAP MKD PLS 4565
- SET 1/2" BY 24" IRON ROD W/PLASTIC CAP MKD PLS 4565
- FD. 1/2" IRON ROD - AS NOTED
- ⊙ FD. 5/8" IRON ROD AS NOTED
- CALCULATED POINT



### SURVEY METHODS

GPS - TRIMBLE R10 W/GNSS USING RTK WITH 2 MEASUREMENTS AT EACH POSITION CONVENTIONAL-TRAVERSES WITH TOPCON GTS 235 INST.

### SURVEY NARRATIVE

THIS SURVEY IS BEING PERFORMED TO SUBDIVIDE EXISTING PARCELS OF RECORD. THE BOUNDARIES FOR THE PARCELS WERE DETERMINED BASED ON EXISTING PLATS AND SURVEYS OF RECORD AND DESCRIPTIONS FOR THE RESPECTIVE PARCELS PER THE TITLE REPORT.

<p><b>Tate Eng &amp; LS PLLC</b> 417 East Indiana Ave. Coeur d'Alene, Idaho, 83814 (208) 676-8708 e-mail: info@tate-eng.com</p>			
PROJECT #: 20.009J	DATE: Aug, 2022	SCALE: 1"= 40'	PAGE 1 OF 1
DRAWING: 20.009JPlot	CHECKED: EMW	DRAWN BY: emw	

**THE COMMONS AT HONEYSUCKLE**  
 PORTIONS OF LOTS 18 AND 19, BLOCK 1, GARDENDALE ACRE  
 TRACTS IN THE NE 1/4 OF SEC. 1, TWP. 50 N., R. 4 W., B.M.,  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 No. \_\_\_\_\_

**CERTIFICATE OF OWNERS**

KNOW ALL MEN BY THESE PRESENTS that ATLAS INVESTMENTS, LLC, an Idaho limited liability company is the owner of the real property hereinafter described and intends to include said property within this plat.

A portion of Lots 18 and 19, Block 1 of GARDENDALE ACRE TRACTS as recorded in Book B of Plats at Page 145, records of Kootenai County, Idaho, situated in the Northeast Quarter of Section 1, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, State of Idaho, described as follows:

Commencing at a found aluminum cap monumenting the Northeast Corner of said Section 1, thence along the northerly line of said Section 1 North 88°57'36" West a distance of 2654.09 feet to a found aluminum cap monumenting the North 1/4 Corner of said Section 1, thence leaving said northerly line South 49°05'55" East a distance of 50.71 to a set iron rod at the intersection of the easterly right of way of Honeysuckle Drive with the southerly line of the North 32 1/2 feet of said Lots 18 and 19 as described in Deed recorded in Book 298 of Deeds at Page 959, records of Kootenai County, Idaho, said point being the REAL POINT OF BEGINNING.

thence along said southerly line South 88°57'36" East a distance of 375.47 feet to a found iron rod replaced with a set iron rod on the easterly line of said Lot 18;  
 thence leaving said southerly line along said easterly line South 0°42'52" West a distance of 316.87 feet to a found iron rod;  
 thence leaving said easterly line along the southerly line of that tract of land described in Book 280 of Deeds at Page 295, records of Kootenai County, Idaho North 89°09'30" West a distance of 222.00 feet to a set iron rod;  
 thence continuing along said southerly line South 79°05'07" West a distance of 83.57 feet to a set iron rod on the easterly right of way of said Honeysuckle Drive;  
 thence along said easterly right of way North 11°20'18" West, a distance of 342.92 feet to the REAL POINT OF BEGINNING.

Comprising 2.505 acres, more or less.

Water and Sewer service will be provided by the City of Coeur d'Alene.

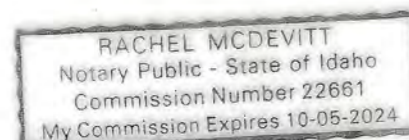
This owner hereby grants to the City of Coeur d'Alene, a municipal corporation, its successors and assigns, any interest the owner may have in the right of way for Margaret Avenue as shown hereon, previously granted to Lakes Highway District in Book 298 at Page 959, records of Kootenai County, Idaho. The owner also grants a public utilities easement to the City of Coeur d'Alene, a municipal corporation, its successors and assigns, over, under and across the right of way for Violet Avenue, as shown hereon, was previously granted to Lakes Highway District in Book 280 at Page 295, records of Kootenai County Idaho. Violet Avenue is a private street in a public easement, maintenance of the roadway is the responsibility of the adjoining owners. Tracts A and B shall be deeded to the Homeowner's Association.


  
 ATLAS INVESTMENTS, LLC.  
 By: Nick Forsberg, Managing Member

**ACKNOWLEDGMENT**

State of Idaho }  
 County of Kootenai } ss.

This record was acknowledged before me on Aug 2, 2022 by Nick Forsberg as Managing Member of Atlas Investments, LLC.

  
 RACHEL MCDEVITT  
 Notary Public - State of Idaho  
 Commission Number 22661  
 My Commission Expires 10-05-2024

  
 Notary Public  
 My Commission Expires 10-05-2024

**COUNTY SURVEYOR**

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I have examined this Plat and approved the same for filing.

\_\_\_\_\_  
 Kootenai County Surveyor



**COUNTY RECORDER**

I hereby certify that this plat was filed for record in the office of the Recorder of Kootenai County, Idaho at the request of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ m. and was duly recorded in Plat Book \_\_\_\_\_, at Pages \_\_\_\_ and \_\_\_\_ as Instrument Number \_\_\_\_\_.

By: \_\_\_\_\_ Deputy Clerk  
 Kootenai County Recorder - Jim Brannon

**SURVEYOR'S CERTIFICATE**

I, Ernest M. Warner, do hereby certify that I am a Registered Professional Land Surveyor, licensed by the State of Idaho and that this plat was prepared from an actual survey made on the ground under my supervision and accurately represents the points platted hereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

  
 ERNEST M. WARNER, P.L.S.  
  
August 2, 2022  
 REG. NO. 4565

**HEALTH DISTRICT APPROVAL**

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Coeur d'Alene and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Water and sewer lines have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Date: 8-5-22 Health District Signature: Jay Loveland

**CITY OF COEUR D'ALENE**

This plat has been examined by the Coeur d'Alene City Council and is hereby approved for filing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Clerk - City of Coeur d'Alene

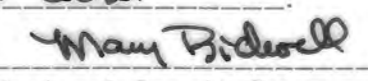
**CITY ENGINEER**

I hereby certify this 25<sup>th</sup> day of August, 2022, that I have examined this subdivision plat and approve the same for filing.

  
 PE # 10804  
 Engineer - City of Coeur d'Alene

**COUNTY TREASURER**

I hereby certify that on this 4<sup>th</sup> day of July August, 2022, the required taxes on the herein platted land have been paid through 31 December 2021.

  
 Kootenai County Treasurer, Deputy Treasurer

			
Tate Eng & LS PLLC 417 East Indiana Ave. Coeur d'Alene, Idaho, 83814 (208) 676-8708 e-mail: info@tate-eng.com			
PROJECT #: 20.009J	DATE: Aug, 2022	SCALE: N/A	PAGE 2 OF 2
DRAWING: 20.00JPlat	CHECKED: EMW	DRAWN BY: emw	

**AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK**  
**The Commons at Honeysuckle**

THIS AGREEMENT made this 6<sup>th</sup> day of September, 2022 between Atlas Investment, LLC, whose address is P.O. Box 2111, Coeur d'Alene, ID 83816, with Nick Forsberg, Managing Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of The Commons at Honeysuckle, an eighteen (18) lot, residential development in Coeur d'Alene, situated in the Northeast ¼ of Section 1, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho; and

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

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Honeysuckle Commons Construction Plans", signed and stamped by Robert M. Tate, PE, # 6896, dated July 20, 2021, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Twenty-Six Thousand one hundred sixty-two and 51/100 Dollars (\$26,162.51) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 6<sup>th</sup> day of September, 2023. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

**City of Coeur d'Alene**

\_\_\_\_\_  
Jim Hammond, Mayor

**Atlas Investment, LLC**

  
\_\_\_\_\_  
Nick Forsberg, Managing Member

**ATTEST:**

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





Tate Eng LS PLLC  
 417 E. Indiana  
 Coeur d' Alene, Idaho 83815

EXHIBIT 'A'

Estimated Maintenance / Warranty Bond						
DATE: 29-Aug-22		PROJECT NO: 20.009J				
PROJECT: The Commons at Honeysuckle						
CLIENT: Atlas Building Group, LLC						
ITEM: NO:	Description	SCHEDULE OF VALUES				
		Quantity	Unit	Unit Price	Installation	Total Cost
	<b>City of Coeur d'Alene</b>					
1	Sewer		ls			\$75,858.38
2	Water		ls			\$57,003.22
3	Asphalt Patching		ls			\$18,745.20
4	Curbs/Sidewalks		ls			\$65,854.60
5	Ashalt Paving		ls			\$44,163.70
	Sub Total					\$261,625.10
	<b>Bond Amount (.10%)</b>					<b>\$26,162.51</b>



RE: Resolution No. 22-039  
 Estimated Bond Costs M&W

**AGREEMENT TO PERFORM LANDSCAPE WORK**  
**The Commons at Honeysuckle**

THIS AGREEMENT made this 6<sup>th</sup> day of September, 2022 between Atlas Investment, LLC, whose address is P.O. Box 2111, Coeur d'Alene, ID, 83816, with Nick Forsberg, Managing Member, hereinafter referred to as the "**Developer**," and the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of "The Commons at Honeysuckle", an eighteen (18) lot, one (1) tract residential development in Coeur d'Alene, situated in the Northeast ¼ of Section 1, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to complete the following improvements: Open space landscape improvements, as required under Title 17 of the Coeur d'Alene Municipal Code, on or before the 31<sup>st</sup> day of August, 2023. Said improvements are more particularly described on the submitted estimate dated August 26, 2022 attached as Exhibit 'A', and, shown on the Open Space Plans on file in the City of Coeur d'Alene Planning Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of One Hundred and Nineteen Thousand Two Hundred Fifty and 00/100 Dollars (\$119,250.00) securing the obligation of the Developer to complete the landscape open space improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

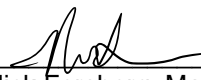
The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Developer. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be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

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

**City of Coeur d'Alene**

**Developer**

\_\_\_\_\_  
Jim Hammond, Mayor

  
\_\_\_\_\_  
Nick Forsberg, Managing Member

**ATTEST:**

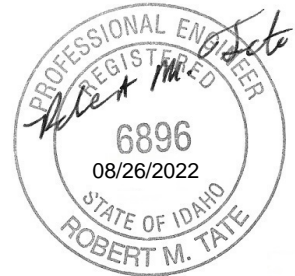
\_\_\_\_\_  
Renata McLeod, City Clerk



Tate Eng LS PLLC  
 417 E. Indiana  
 Coeur d' Alene, Idaho 83815

EXHIBIT 'A'

ESTIMATED BOND AMOUNT FOR COMPLETION						
DATE: 24-Aug-22			PROJECT NO: 20.009J			
PROJECT: The Commons at Honeysuckle						
CLIENT: Atlas Building Group, LLC						
ITEM: NO:	Description	SCHEDULE OF VALUES				
		Quantity	Unit	Unit Price	Installation	Total Cost
<b>Landscape Commons</b>						
1	Sprinkler iInstall	1	ls	\$18,000.00		\$18,000.00
2	Hydro Seed	1	ls	\$12,000.00		\$12,000.00
3	Park Benches	1	ls	\$3,500.00		\$3,500.00
4	Prep for Walking Paths	1	ls	\$3,000.00		\$3,000.00
5	Crushed Gravel for walking Pasths	1	ls	\$3,000.00		\$3,000.00
6	Fencing/Planter Boxes	1	ls	\$40,000.00		\$40,000.00
	Sub Total					\$79,500.00
	Bond Amount (150%)					<b>\$119,250.00</b>



RE: Resolution No. 22-039  
 Estimated Bond Costs\_PUDr3

## UTILITY EASEMENT FOR WATER LINE

**KNOW ALL MEN BY THESE PRESENTS**, that Kristin Waddell, with a principle place of residence at 3268 E. Barn Ct., Coeur d'Alene, Idaho, the **GRANTOR**, for and in consideration of providing one (1) one-inch (1") water service, and other good and valuable consideration, provided by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, an easement, together with the rights of ingress and egress for the improvement, operation and maintenance of the water line, ten (10) feet in total width, over and through the property situated in Kootenai County, 3268 E. Barn Ct., Coeur d'Alene, Idaho, and described in Exhibit "A" attached hereto and incorporated herein by reference.

The **GRANTOR** further agrees to keep the easement clear of all buildings, structures, and other obstructions, not to include the storage of removable items. The **GRANTOR** agrees that all underground facilities installed by or for the **GRANTEE** shall remain the property of the **GRANTEE**, removable by the **GRANTEE** at its option.

Should it be necessary for the **GRANTEE** to remove fencing, remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the underground facility, the **GRANTEE** shall repair and restore them to their original condition at the expense of the **GRANTEE**.

**TO HAVE AND TO HOLD** such easement for public purposes so long as the same shall be used, operated and maintained as such.

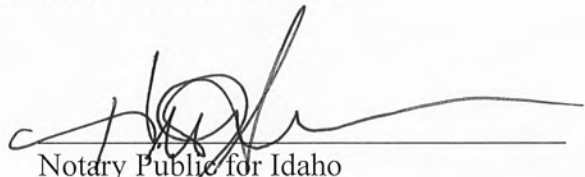
**IN WITNESS WHEREOF**, the **GRANTORS** have caused this instrument to be executed this 11 day of August, 2022.

  
Kristin Waddell, Grantor

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 11 day of August, 2022, before me, a Notary Public, personally appeared **Kristin Waddell**, known to me to be the person whose name is subscribed to the within instrument and acknowledge that she voluntarily 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 Coeur d'Alene  
My Commission Expires: 10/01/2024

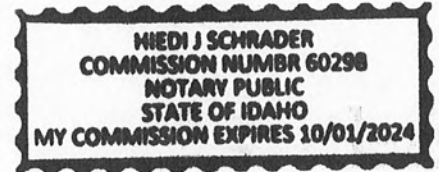


EXHIBIT A

LEGAL DESCRIPTION OF A UTILITY EASEMENT

BRYAN TO THE CITY OF COEUR D' ALENE

LOT 4, RAY'S SUBDIVISION

June 30, 2022

The West 10 feet of Lot 4 of Ray's Subdivision, according to the plat thereof recorded in Book G, Page 146 as Instrument Number 1361568, records of Kootenai County, Idaho, the westerly line of said 10-feet to be coincident with the easterly right-of-way line of Thomas Lane as it was dedicated on said plat.

SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on said abovedescribed parcel.



Digitally signed on:  
06/30/2022



Plot Date 6/20/2022 4:48 PM, Plotted By: Stephanie Nelson  
Data Created 6/20/2022 3:48 PM, COMPILE CLIENT FSD CODE: RAL ENR CITY: PLS: JLT S002: ISONAL GE IMPROVEMENT REASUREMENT SURVEY V:\02\THOMAS LANE\LOT4.DWG  
FILE: THOMAS LANE LOT4

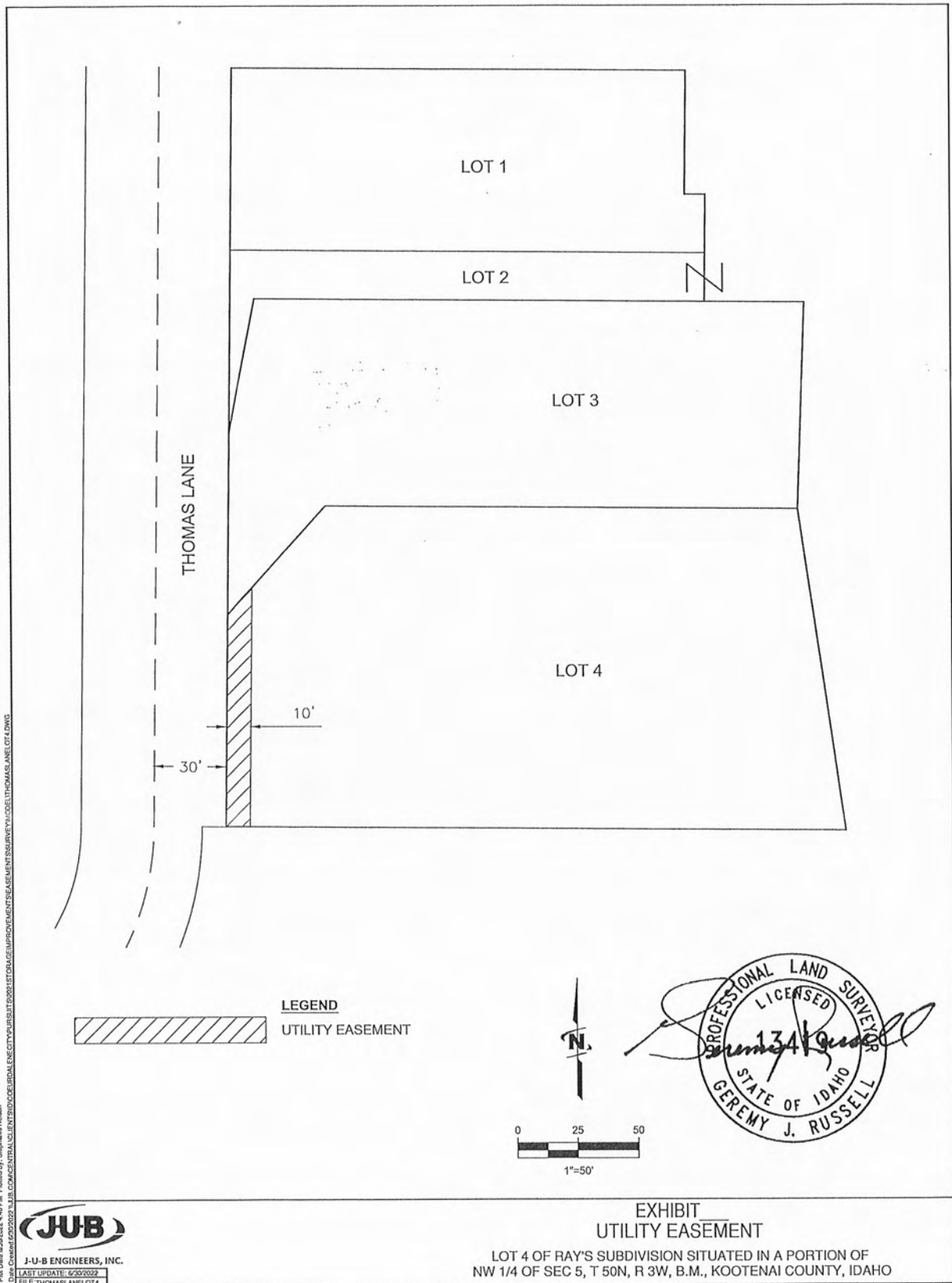


EXHIBIT  
UTILITY EASEMENT  
LOT 4 OF RAY'S SUBDIVISION SITUATED IN A PORTION OF  
NW 1/4 OF SEC 5, T 50N, R 3W, B.M., KOOTENAI COUNTY, IDAHO

**UTILITY EASEMENT FOR WATER LINE**

**KNOW ALL MEN BY THESE PRESENTS**, that Kristin Waddell, with a principle place of residence at 3268 E. Barn Ct., Coeur d'Alene, ID 83814, the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, do hereby grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, an easement, together with the rights of ingress and egress for the improvement, operation and maintenance of the water line, twenty (20) feet in total width, over and through the property situated in Kootenai County, 3268 E. Barn Ct., Coeur d'Alene, ID 83814, and described in Exhibit "A" attached hereto and incorporated herein by reference.

The **GRANTOR** further agrees to keep the easement clear of all buildings, structures, and other obstructions, not to include the storage of removable items. The **GRANTOR** agrees that all underground facilities installed by or for the **GRANTEE** shall remain the property of the **GRANTEE**, removable by the **GRANTEE** at its option.

Should it be necessary for the **GRANTEE** to remove fencing, remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the underground facility, the **GRANTEE** shall repair and restore them to their original condition at the expense of the **GRANTEE**.

**TO HAVE AND TO HOLD** such easement for public purposes so long as the same shall be used, operated and maintained as such.

**IN WITNESS WHEREOF**, the **GRANTORS** have caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Kristin Waddell, Grantor



STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, personally appeared **Kristin Waddell**, known to me to be the person whose name is subscribed to the within instrument and acknowledge that she voluntarily 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 Coeur d'Alene  
My Commission Expires:\_\_\_\_\_

**CITY COUNCIL  
STAFF REPORT**

**DATE: SEPTEMBER 1, 2022**

**FROM: BOBBY GONDER – FIRE INSPECTOR, IAAI-CFI – COEUR D’ALENE  
FIRE DEPARTMENT**

**SUBJECT: 6-INCH WATER MAIN AND FIRE HYDRANT LOCATED ON  
BLACKWELL ISLAND**

---

**DECISION POINT:**

To continue to authorize City of Coeur d’Alene Fire Department access on State property to allow Coeur d’Alene Fire Department access to the 6-inch water main and fire hydrant at the Blackwell Island Recreation site. Without this authorization from the owners, the nearest fire hydrant is located south over 1,300 feet away, across HWY-95 and on private property.

**HISTORY:**

An agreement with the Department of the Interior and BLM to allow City of Coeur d’Alene Fire Department access to this site and use of the established fire hydrant for fire protection / suppression.

**FINANCIAL ANALYSIS:**

None

**PERFORMANCE ANALYSIS:**

This part of Blackwell Island contains a boat launch, large parking lot, a picnic area and hiking and fishing along the shore bank. Without this fire hydrant for protection, mitigating an emergency (fire) will be extended due to establishing a water supply.

**DECISION POINT/RECOMMENDATION:**

Authorize Coeur d’Alene Fire Department ROW access to the water supply and fire hydrant for fire protection on Blackwell Island.

**STANDARD FORM 299**  
**APPLICATION FOR TRANSPORTATION, UTILITY SYSTEMS, TELECOMMUNICATIONS AND FACILITIES**  
**ON FEDERAL LANDS AND PROPERTY**

FORM APPROVED  
 OMB Control Number: 0596-0249  
 Expiration Date: 02/28/2023

**FOR AGENCY USE ONLY**

NOTE: Before completing and filing the application for an authorization (easement, right-of-way, lease, license or permit), the applicant should completely review this package, including instructions, and schedule a pre-application meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the pre-application meeting.

Application Number
Date Filed
3. Applicant telephone number and email:
Authorized agent telephone number and email:

1. Name and address of applicant  
*City of Coeur d'Alene*  
*710 E Mullan Ave*  
*Coeur d'Alene ID 83814*

2. Name and address of authorized agent if different from item 1

4. As applicant are you? (check one)

a.  Individual  
 b.  Corporation\*  
 c.  Partnership/Association\*  
 d.  State Government/State Agency  
 e.  Local Government  
 f.  Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (check one)

a.  New authorization  
 b.  Renewing existing authorization number  
 c.  Amend existing authorization number  
 d.  Assign existing authorization number  
 e.  Existing use for which no authorization has been received\*  
 f.  Other\*

\* If checked, provide details under item 7

6. If an individual, or partnership, are you a citizen(s) of the United States?  Yes  No

7. Project description (describe in detail): (a) Type of use or occupancy, (e.g., canal, pipeline, road, telecommunications); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of days/years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for activity/construction (Attach additional sheets, if additional space is needed.)

*ROW Authorizing a 6-inch water main to serve a fire hydrant at the Blackwell Island Recreation Site*

*T. 50 N R. 4 W*  
*Section 14, portion of Lot 4 as described by Metes & bounds*

8. Attach a map covering area and show location of project proposal.

9. State or Local government approval:  Attached  Applied for  Not Required

10. Nonrefundable application fee:  Attached  Not required  To be determined by agency

11. Does project cross international boundary or affect international waterways?  Yes  No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

*Already in place*

13a. Describe other alternative locations considered.

UNKNOWN

b. Why were these alternatives not selected?

UNKNOWN

c. Give explanation as to why it is necessary to use or occupy Federal assets (lands or buildings).

Provide Dependable water supply for Firefighting operations

Protection of Day use vehicles, water supply site for urban Wildland Urban Interface areas

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

N/A

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

See 13(c) Above for public benefits

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

offer a more complete water supply coverage to the City of COA, citizens & use area guests.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability; and, (g) historic or archaeological resources or properties.

No environmental impacts of renewal. All work complete.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plant life, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

effeted very minor with exception of Flow testing which may cause Live Sediment to Flow to the River

19. State whether any hazardous material, as defined in this paragraph, would be used, produced, transported or stored on or in a federal building or federal lands or would be used in connection with the proposed use or occupancy. "Hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include (or in the case of approval provided after this permit is issued, shall be amended to include) specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

No Haz Mat

20. Name all the Federal Department(s)/Agency(ies) where this application is being filed.

Department of the Interior  
Bureau of Land Management

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

**CITY COUNCIL  
STAFF REPORT**

**DATE:**           **SEPTEMBER 6, 2022**

**FROM:**          **STEVE MORAN, POLICE FLEET MANAGER**

**SUBJECT:**      **SURPLUS OF POLICE VEHICLES**

---

**DECISION POINT:**

The Police Department requests authorization to surplus one 2005 BMW 330 Xi and one 2009 Jeep Patriot and sell it at auction.

**HISTORY:**

The 2005 BMW was a seizure vehicle that was acquired by the Police Department in January of 2018. It was used as a CAT vehicle until present. This vehicle has proved to be unreliable for winter driving and is a smaller vehicle that doesn't house officer equipment adequately.

The 2009 Jeep Patriot was purchased by the City via Government Surplus Auction in November of 2019. This vehicle was also used by the CAT team. After nearly 40K miles of use, this vehicle is beginning to accumulate excessive repair and maintenance costs because of vehicle age.

**FINANCIAL ANALYSIS:**

There is no financial impact to the City, other than minimal costs of transportation to Post Falls for auction. The auctioneer receives a 20% commission for sales between \$500 and \$749.99, 15% commission for sales from \$750 to \$999.00 and 10% for sales over \$1000. These fees are deducted from the item auction proceeds and a check provided to the owner for the balance. Proceeds from the sale of the BMW will be returned to the asset forfeiture/ drug task force seizure account and proceeds from the sale of the Jeep will be returned to the General Fund.

**DECISION POINT:**

Staff recommends the City Council authorize the declaration of one 2005 BMW 330 Xi and one 2009 Jeep Patriot assigned to the Police Department as surplus and sold at auction.

**VEHICLE SURPLUS LIST:**

2005 BMW 330Xi - WBAEW53495PN39857 – 111,090 miles  
2009 Jeep Patriot - 1J4FF28B39D249547 – 86,900 miles

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** AUGUST 22, 2022

**FROM** VONNIE JENSEN, COMPTROLLER

**SUBJECT:** KOOTENAI COUNTY AGREEMENT FOR COMMERCIAL SOLID  
WASTE BILLING

---

**DECISION POINT:**

Should Council approve an amendment to continue the agreement with Kootenai County for billing services for commercial solid waste accounts within the City limits of Coeur d'Alene?

**HISTORY:**

Since 2016, Kootenai County Solid Waste has had an agreement with the City of Coeur d'Alene (City) for solid waste billing services. Prior to this agreement, commercial customers were receiving a bill from Kootenai County for commercial garbage yardage. Commercial customers also received a bill from the City for commercial container rent. This partnership between the City and County streamlined the billing process for commercial customers. The Kootenai County Sanitation Department also provides assistance to the City with the Solid Waste Joint Powers Agreement.

**FINANCIAL ANALYSIS:**

The agreement calls for annual payments to the City of \$14,600 per year for the next two (2) years with a possible extension for an additional two (2) years after that. This represents a 14% increase over the current contract. The City received \$12,500 from the County for this service this fiscal year and in fiscal year 2020-21. In the years prior to 2020-21 the City received \$10,000 annually.

**DECISION POINT:**

Council should approve the amendment to continue the agreement with Kootenai County for billing services for commercial solid waste accounts within the City limits of Coeur d'Alene.

## **Coeur d'Alene Solid Waste Billing Services Agreement**

This agreement is entered into this 6th day of September, 2022, for the mutual benefit of the respective parties hereto: KOOTENAI COUNTY, a political subdivision of the State of Idaho, whose mailing address is P.O. Box 9000, Coeur d'Alene, ID 83816, hereinafter referred to as County and CITY OF COEUR D'ALENE, a municipal corporation organized pursuant to the laws of the State of Idaho, whose mailing address is 710 E. Mullan Ave., Coeur d'Alene, ID 83814, hereinafter referred to as City.

### **Purpose**

This contract is for the billing services for waste disposal fees of commercial solid waste accounts within the city limits of the City. Garbage service for the City will be accomplished through a contract administered and managed by the City. County waste disposal fees for commercial businesses collected under said contract shall be billed through the City's Finance Department.

### **Definitions**

**City:** The City of Coeur d'Alene, a political subdivision of the State of Idaho, whose mailing address is 710 Mullan Avenue, Coeur d'Alene, ID 83814.

**Commercial Account or Commercial Customer:** All properties, used for other than residential purposes by the property owner, that generate garbage for disposal in the County's solid waste system.

**Commercial Waste:** All types of solid waste generated by entities including, but not limited to, stores, offices, restaurants, warehouses and other non-manufacturing activities, excluding residential and industrial waste.

**County:** Kootenai County, a political subdivision of the State of Idaho, whose mailing address is PO Box 9000, Coeur d'Alene, ID 83816.

**Residence:** A building or other suitable structure that is used as a dwelling and is inhabited by a person or persons. For solid waste fee purposes, said dwelling may be constructed to provide living space for a single family up to 4 families (fourplex) per building regardless of the number of structures per lot. Single-family through fourplex dwellings will be assessed a single residential solid waste fee for each dwelling space. Multi-family dwellings larger than a fourplex are classed as commercial property and will fall under commercial billing procedure and are not classified as a residence.

**Residential Solid Waste:** All types of waste generated from a private household or dwelling to sustain living or quality of life for a family residing at that residence. Generally, waste quantities will not exceed 96 gallons (3 garbage cans) per week.

### **Term and Termination**

**Term:** This Agreement shall commence on October 1, 2022, and end on October 1, 2026. The agreement may be extended by the parties for two (2) additional one (1) fiscal year terms by mutual agreement between the parties upon the same terms as this agreement.

This agreement is contingent upon the County receiving the necessary funding to cover the obligations of the County. In the event that such funding is not received or appropriated, the County's obligations under the Contract shall cease, and each party shall be released from further performance without any liability to the other party.

**Termination:** Unless the parties mutually agree to extend the term of this agreement, it will automatically terminate on October 1, 2026. Either party may terminate this agreement for any reason by providing 90 days' written notice to the address for each party contained herein.

## **City's Responsibility**

The City shall:

- Establish all new accounts after the effective date of this Agreement.
- Provide billing for all County waste disposal fees on a monthly basis.
- Provide customer service staff during business hours to answer questions and concerns about accounts.
- Maintain a billing system that allows the County and the contracted solid waste collector to reconcile charges for solid waste collections.
- Work with the County and Customers to resolve past due payments.
- The City may charge a late charge or fee for all delinquent accounts in accordance with the established City policies and procedures. All late fees collected by the City shall be retained by the City.
- Provide the County with a monthly list of all delinquent accounts.
- Provide the County, upon request, account information maintained by the City for any delinquent account.
- In the event that the City shuts off an account, the City will notify the County of the shutoff within 1 business day. The City will subsequently notify the County within 1 business day of the account being reactivated.
- On or before the 20<sup>th</sup> day of each month, the City will make payment to the County for funds collected on behalf of the County for the previous month.
- Provide a monthly comprehensive account status report of all accounts to the County's Solid Waste Department.
- Indemnify, defend and hold the County harmless from any and all liability, loss, damage or claims, of any description, which result from the acts of the City and its employees, officers and/or agents arising out of or in connection with this agreement.

## **County's Responsibility**

The County shall:

- Maintain a billing interface between the contracted solid waste collector and the City to assist in reconciliation of accounts and to notify customers of any billing changes.
- Coordinate delinquent accounts with the City so that solid waste disposal services are not provided to delinquent accounts until such time as they are no longer delinquent.
- In exchange for the City's provision of the contracted billing services, the County will pay to the City the sum of Fourteen Thousand Six Hundred and no/100 Dollars (\$14,600.00) per fiscal year on or before December 31<sup>st</sup> of each year.



- Provide City staff with training on the County's solid waste billing procedures and fee structures.
- Provide the City with at least 30 days' notice of all rate changes and/or adjustments.
- Provide the City with a monthly report detailing all adjustments or changes to accounts for the next month's bill. To ensure that the City has sufficient time to prepare bills, the County will provide the report to the City no later than the 5 days following the County's receipt of the information from the City's contracted solid waste collector.
- Indemnify, defend and hold the City harmless from any and all liability, loss, damage or claims, of any description, which result from the acts of the County and its employees, officers and/or agents arising out of or in connection with this agreement.

## General Provisions

**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 any claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

**Warranty and Compliance with Laws:** City warrants that all services performed under this agreement will be performed in a good, workmanlike manner and agrees to comply with all federal, state, city, and local laws, rules, and regulations.

**Venue and Choice of Law:** Should any legal claim or dispute arise between the parties, the proper place of venue shall be in the First Judicial District, Kootenai County, Idaho, and laws of Idaho shall apply.

**Attorney Fees:** Reasonable attorney fees and costs shall be awarded to the prevailing party in any suit, action, arbitration or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement.

**Assignment:** City may not subcontract or assign its rights or duties arising hereunder without the prior written consent of the County, which shall not be unreasonably withheld.

**Entire Agreement:** This is the entire agreement of the parties and it may not be enlarged, altered, modified, or amended, except upon proper execution of a written agreement signed by both parties hereto.

**Severability:** If any provision is held unenforceable, such provision is excluded without effect upon the remaining agreement.

Dated this 6th day of September, 2022.

CITY OF COEUR D'ALENE

\_\_\_\_\_  
MAYOR, James Hammond

ATTEST:

\_\_\_\_\_  
CITY CLERK, Renata McLeod

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

KOOTENAI COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
CHRIS FILLIOS, CHAIRMAN

ATTEST:  
JIM BRANNON, CLERK

\_\_\_\_\_  
DEPUTY CLERK

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** AUGUST 22, 2022

**FROM:** THOMAS GREIF, FIRE CHIEF

**SUBJECT:** LATERAL HIRING PROCESS FOR FIREFIGHTER-PARAMEDICS

---

**DECISION POINT:**

Should Council approve a Lateral Hiring Process for Firefighter-Paramedics within the Fire Department (Department)?

**HISTORY:**

Currently, when vacancies occur within the Department, we utilize a current Civil Service Eligibility List that is renewed every (2) years. When the Department sends current personnel through a Paramedic Program, the turnaround time is approximately two (2) years until we can use them in that capacity. With the recent addition of a 3<sup>rd</sup> ambulance coming to the Department in January 2023, there becomes an immediate need to hire licensed/certified and experienced paramedics.

**FINANCIAL ANALYSIS:**

The financial impact would be starting these new personnel at a level equivalent of a 4-year firefighter/paramedic.

- Current entry level FF/PM- \$116,025.00 (wages \$56,259.00)
- Lateral FF/PM with full credit- \$142,955.00 (wages \$75,129.00)

**PERFORMANCE ANALYSIS:**

To allow the Department to conduct a lateral hiring process similar to the Police Department that would attract experienced paramedic level candidates. This would in turn reduce the training time of these new hires to approximately 2-4 months.

**DECISION POINT/RECOMMENDATION:**

As your Fire Chief, I would ask that you provide us the opportunity to utilize this hiring process. This process would only be utilized when there is an immediate need and would have a sunset of October 2024. The language and process has been jointly created by Human Resources, Fire Department Administration, and Local 710 leadership.

**Lateral Firefighter/Paramedic Program**

When the Fire Chief, or designee, determines the need to hire Lateral Firefighter/Paramedic personnel, a newly hired Lateral Firefighter/Paramedic shall receive compensation for previous work experience with another public safety agency as follows:

- 1) The lateral program shall only be applied towards determining the employee's service eligible wage and vacation accrual. For the purposes of seniority, or reduction of personnel, the employee shall be considered a new hire.
- 2) The lateral program will be open to full-time Firefighter/Paramedic individuals who meet the following criteria:
  - a. Must have a minimum of 1 year of completed work experience with a local Kootenai County Advanced Life Support (ALS) agency; or
  - b. Must have a minimum of 2 years of completed work experience with a state, county, or municipal agency; and
  - c. Must have a current Idaho State Paramedic licensure, or have the ability to obtain it within 30 days of hire.
- 3) The lateral wages will be calculated based on agency as follows:
  - a. Every one year of an individual's full-time service with an ALS agency within Kootenai County shall have their service eligible wage calculated at a 1:1 ratio.
  - b. Every two years of an individual's full-time service with an ALS agency outside of Kootenai County shall equal one year of service eligible time (2:1 ratio) with the Coeur d'Alene Fire department.

All years of service will be rounded to the nearest full year. The maximum amount of Coeur d'Alene Fire Department service eligible time for determining compensation for Lateral Firefighter/Paramedics will be four years.

- 4) After determining service eligible time in section 2-3 above, the lateral shall be compensated in accordance with the L710 compensation schedule.

- 5) Once placed into the compensation schedule, Lateral Firefighter/Paramedics will proceed through the compensation schedule as any other employee until maximum wage is reached.
- 6) The lateral hire program shall only be used to fill the rank of Firefighter/Paramedic and may not be used to fill promotional positions covered by the L710 contract.
- 7) Lateral Firefighter/Paramedics will accrue vacation time consistent with the determined years of service eligible time. The maximum amount of Coeur d'Alene Fire Department service eligible time for determining lateral vacation time will be four years.
- 8) Lateral program eligibility as established from above will count toward service time for senior status pay.

OTHER BUSINESS



**CITY COUNCIL  
STAFF REPORT**

---

**DATE: SEPTEMBER 6, 2022**

**FROM: TROY TYMESEN, CITY ADMINISTRATOR**

**SUBJECT: 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 two-year contract.

**HISTORY:** The Agreement shall be applicable to the Fire Union represented classifications for a term commencing October 1, 2022, and ending September 30, 2024. 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:

- 2-year contract;
- 6% market adjustment increase in year one, and 3% market adjustment increase in year two;
- A one-time \$5,000 payment to each person represented by the Union, payable in January 2023, based on savings in the cost of self-contained breathing apparatuses to be purchased with ARPA funds
- Include EMS Officer as a recognized classification in the bargaining unit; change "Fire Inspector" to "Deputy Fire Marshal" as a recognized classification in the bargaining unit;
- Provide specific staffing requirements for ambulances;
- Clarify Shift Transfer procedures and policies;
- Provide for sick leave use for new employees in advance of accrual;
- Adjust VEBA benefit;
- Clarify lost duty time deduction in certain circumstances;
- Include Union representation in the hiring process for the Fire Chief;
- Modify vacation leave based on staffing; and modify accruals; and
- Clarify tuition reimbursement policy.

**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 two-year contract term.

RESOLUTION NO. 22-040

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 6<sup>th</sup> day of September, 2022.

---

James Hammond, Mayor

ATTEST:

---

Renata McLeod, City Clerk



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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

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

## AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, hereinafter referred to as the "CITY," and the COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the "UNION,"

### **WITNESSETH,**

**WHEREAS**, 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 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 and Checkoff
Article 5	City Security
Article 6	Union Business
Article 7	Discrimination
Article 8	Staffing
Article 9	Prevailing Rights
Article 10	Supplemental Agreement
Article 11	Rules and Regulations
Article 12	Grievance Procedure
Article 13	Personnel Reduction
Article 14	Shift Trades/Changes
Article 15	Working Out of Classification
Article 16	Sick Leave
Article 17	Vacancies and 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
Article 25	Residency
Article 26	Uniforms and Protective Equipment
Article 27	Tuition Reimbursement
Article 28	Management Rights
Article 29	Savings Clause
Article 30	Post-Employment Health Insurance/(MERP)
Article 31	Binding Arbitration
Article 32	Social Security Option
Article 33	Urban Renewal District Opener
Article 34	Military Leave
Article 35	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<sup>st</sup>) day of October 2022, and shall remain in full force and effect until the thirtieth (30<sup>th</sup>) day of September 2024. 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, Administrative Assistant, and Executive Assistant. Current Classifications within the bargaining unit are recognized to be Battalion Chief, Captain, Engineer, Firefighter, EMS Officer, and Deputy Fire Marshal. Any position created that is not previously recognized as Exempt will be represented by the UNION.

**ARTICLE 4**  
**UNION SECURITY AND CHECKOFF**

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

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

**ARTICLE 5**  
**CITY SECURITY**

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

the CITY. The UNION and the employees further agree that, during the term of this Agreement, no firefighter will recognize a picket line of any labor organization while in the performance of his/her official duties. Violation of this paragraph shall be grounds for disciplinary action.

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

## **ARTICLE 6**

### **UNION BUSINESS**

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

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

## **ARTICLE 7**

### **DISCRIMINATION**

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

**ARTICLE 8**  
**STAFFING**

SECTION 1. It is agreed that the intent of this article is to have a minimum staffing level of seventeen (17) firefighters (ranks Firefighter through Battalion Chief) on duty and available for initial response. There shall be at least one Idaho State-licensed Paramedic per ambulance.

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

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

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

Anytime a fire apparatus leaves the CITY for mutual aid or the staffing falls below three (3), the Battalion Chief or Acting Battalion Chief, Deputy 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 4<sup>th</sup> 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 by CITY and UNION as follows: 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 designee must first approve all such trades.

SECTION 2. Shift Transfers.

A. When a shift vacancy exists, employees shall have the right to request a shift transfer by submitting a letter of interest to the Fire Chief or designee.

B. Should the Fire Chief or designee determine there is a need to assign an employee to a new shift, the Fire Chief or designee will first consider transfer requests unless another work priority takes precedence.

C. Should the Fire Chief or designee determine there is a need to assign an employee to a new shift and no transfer requests have been submitted, then an employee will be selected using reverse seniority.

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

**ARTICLE 15**  
**WORKING OUT OF CLASSIFICATION**

SECTION 1. Upon completion of entry level firefighter probation, any fire department employee working out of classification must meet department qualifications to work in the higher classification to which he/she is assigned. Any fire department employee who successfully passes a promotional or qualifying examination and is currently on the eligibility

list for the positions of Engineer, Captain and Battalion Chief, for a position or rank above the rank that he/she normally holds shall be paid ten percent (10%) for each rank above their current appointment when so assigned. If no one is available to meet the requirements, the Battalion Chief or designee will call back an employee that meets department qualifications. Promotional examinations or qualifying tests for the higher position or rank will be given on a biennial basis when an existing list is exhausted or when jointly deemed necessary by the Fire Chief and the UNION.

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

## **ARTICLE 16**

### **SICK LEAVE**

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

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

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

SECTION 3. Sick leave shall be earned at twelve (12) hours per pay period for a fifty-six (56) hour a week employee, and at the rate of five (5) hours per pay period for a forty (40) hour a week employee. Unused sick leave may be accumulated to a total of not more than 1440 hours for employees who work a fifty-six (56) hour week and to a total of 720 hours for employees who work a forty (40) hour week. For the purpose of computing compensation for accrued sick leave at retirement provided for in Option Two of Section 6, sick leave shall be calculated as unlimited accrual.

SECTION 4. New Employees. In the first six (6) months of employment, new employees shall be entitled to use up to forty-eight hours of sick leave from the first day of work. Any sick leave used

in excess of that which is actually accrued will result in a deduction from sick leave accrual until there is no longer a negative sick leave balance. If an employee separates from employment having used more sick leave than accrued, the employee shall be required to repay the CITY for such excess use, which amount shall be deducted from the employee's last paycheck to the extent possible.

SECTION 5. Conservative Sick Use. To be eligible for conservative sick use, employees must be employed for the entire quarter of the fiscal year. Fifty-six (56) hour a week employees shall receive six (6) hours of vacation for each quarter of a fiscal year in which they did not use any sick leave. Forty (40) hour a week employees shall receive four (4) hours of vacation for each quarter of a fiscal year in which they did not use any sick leave.

SECTION 6. 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 7. HRA/VEBA Employee Sick Contribution. In order to address post-employment medical and dental needs, once a fifty-six (56) hour a week employee reaches five hundred (500) sick leave hours, or a forty (40) hour a week employee reaches three hundred twenty (320) sick leave hours, the fifty-six (56) hour a week employee shall contribute eight (8) hours of sick leave per month, and the forty (40) hour a week employee shall contribute four (4) hours per month, towards eligibility for the below HRA/VEBA flat monthly contribution based on the applicable rank the employee holds.

<b>Employee Rank</b>	<b>October 1, 2022</b>	<b>October 1, 2023</b>
Battalion Chief	\$305	\$314
Captain	\$281	\$289
Engineer	\$255	\$263
Firefighter	\$239	\$246
Deputy Fire Marshall	\$172	\$177
EMS Officer	\$172	\$177

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

SECTION 8. An employee eligible for temporary time-loss payments under the Worker’s Compensation Law (Idaho Code § 72-301 et seq.) shall not have lost duty time deducted from his/her sick leave until any of the following occur:

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

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

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

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

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

**ARTICLE 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 forty-eight (48) hours off with pay. Forty (40) hour employees shall be granted up to forty (40) hours off with pay. Immediate extended family is defined as spouse, child, mother, father, legal guardians, brothers, sisters, grandparents, and grandchildren of either spouse. Child is defined as the biological, adopted, foster, stepchild, legal ward or a child of an individual acting in the parent's stead. If an employee is on scheduled time off at the time bereavement occurs, bereavement leave shall be paid and the time off shall not be charged to accrued leave until bereavement leave is exhausted.

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

## **ARTICLE 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 eligible dependents on the medical plan and when premiums change, the employee shared premium adjustment will be made accordingly.

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

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

The Committee shall consist of four members. There shall be one member from each of the following four employee groups: Lake City Employee's Association, Fire Union, Police Association, and non-represented employees. The members shall be selected by their respective employee group and shall be active dues paying members where applicable. Each Committee member has one (1) vote. The Committee's goal is to work in good faith to research options which may reduce or maintain the medical premiums and/or options which may increase the

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

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

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

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

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

SECTION 6. 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, the UNION continues to consider a transition of fire department members to health insurance coverage through the Northwest Firefighters Benefits Trust. Accordingly, the CITY and the UNION will meet annually before August 1 to consider the feasibility of such transition. In determining feasibility, the parties shall consider, among other relevant factors, revenues due to closure of an urban renewal district, and any changes in the cost of the CITY's medical insurance costs. The parties agree that any request for transition will be considered and negotiated in good faith.

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

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

SECTION 8. Disability Insurance: The CITY agrees to pay one hundred percent (100%) of the premium for disability insurance, which would provide a disabled employee, after sixty (60) days of lost time or duration of accrued sick leave, whichever is greater, sixty percent



(60%) of base wage to the Social Security normal retirement age. It is understood and agreed that affected employees could receive pro-rated vacation leave benefits, if available from the employee's vacation leave account, to maintain base wage after insurance payments begin. It is not the intent of this section to provide the employee with any benefit that would result in the employee being compensated in any manner in excess of 100% of the employee's base wages. All employees continuing to receive base wages in lieu of disability insurance payments, but not actively working for sixty (60) consecutive days, will no longer accumulate vacation and sick leave.

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

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

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

## **ARTICLE 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:

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

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

## **ARTICLE 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 (XXOOOXXOOO).

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

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

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

E. The FLSA work cycle shall be a 24-day cycle. Beginning January 1<sup>st</sup>, 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 designee.

C. Constant staffing: Constant staffing pay is provided to all employees who are called back to work in a minimum staffing position as described in article 8. This is within the definition of overtime under the FLSA.

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

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

### SECTION 3. Method of Compensating for Overtime Work

A. Regular rate is defined as the employee's hourly rate which includes base rate, education, EMT (I,A,P), Firefighter (I & II), and senior status. If any other specialty pay or incentive pay categories are created, they will be included in the regular rate.

B. Constant staffing pay will be paid at one and one-half (1.5) times the employee's regular rate.

C. Overtime pay will be paid at one and one-half (1.5) times the employee's regular rate.

D. Special event pay will be paid at two and one-tenth (2.1) times the employee's regular rate (method of compensation is based on converting the 56-hour a week wage to a 40-hour a week wage).

E. An employee called to work for constant staffing at a time other than their scheduled work shift shall be credited with a minimum of three (3) hours at the constant staff wage, unless such time shall be continuous with their scheduled work day, in which case the employee shall be paid for the actual constant staffing worked to the nearest half hour, at the constant staffing wage.

F. An employee called to work for call back assignments at a time other than their scheduled work shift 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 LDL, USFS or FEMA

F. This will hold true if the employee leaves as part of an apparatus crew or as a single resource.

#### SECTION 5. Compensatory Time

A. At the request of any employee, the Fire Chief may provide that, in lieu of cash payment for overtime, he/she may be allowed compensatory time off, computed at the rate of one and one-half times each hour of overtime worked.

B. Any such time off shall be taken at a time mutually agreed upon by the employee and the Fire Chief or designee.

C. In no event shall the fifty-six (56) hour employee accumulate more than four hundred eighty (480) hours of compensatory time. Hours generated over four hundred eighty hours must be immediately paid as overtime.

D. Members of the Honor Guard 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. If minimum staffing levels increase to twenty (20) or more fifty-six (56) hour employees per shift, one additional employee will be allowed to be on scheduled vacation leave, regardless of staffing levels. Any deviation from the schedule, once prepared, must be approved by the Fire Chief or designee. Vacations shall be approved and authorized at the discretion of the Fire Chief or designee.

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

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

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

1. 1<sup>st</sup> through 10<sup>th</sup> year of service: 6 hours
2. 11<sup>th</sup> through 15<sup>th</sup> year of service: 8 hours
3. 16 or more years of service: 10 hours

## **ARTICLE 23**

### **WAGES**

SECTION 1. Effective October 1, 2022, the minimum and maximum base wage compensation schedule for each year of the Agreement is attached hereto as Appendix A.

For the first year of the two (2) year contract, the CITY will provide a market adjustment increase of six percent (6%). For the second year of the two (2) year contract, the CITY will provide a market adjustment increase of three percent (3%). In addition, the CITY shall make to each person represented by the UNION at the time of payment, a one-time payment of Five Thousand and no/100 Dollars (\$5,000.00). Said payment shall occur in January 2023 no later than January 15.

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

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

SECTION 3. 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 5. Education, License, Certification Pay. It is agreed that department employees who have earned an advanced Idaho State Emergency Medical Technician (AEMT) or Paramedic license, or degrees reasonably related to their job function from accredited colleges or have obtained certification either prior to being employed with the CITY or after date of hire, shall be paid an additional amount based upon the following schedule.

Incentive Pay	Hourly Rate	FTE Hours
Associate Degree	\$ .19	56 & 40 hour employee
Bachelor’s Degree	\$ .37	56 & 40 hour employee
Master’s Degree	\$ .47	56 & 40 hour employee
AEMT	3% of firefighter maximum	56 hour employee
AEMT	4.2% of firefighter maximum	40 hour employee
Paramedic	13% of firefighter maximum	56 hour employee
Paramedic	18.2% of firefighter maximum	40 hour employee
Firefighter I	\$ .08	56 & 40 hour employee
Firefighter II	\$ .10	56 & 40 hour employee

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

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

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

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

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

**Mandatory Requirements:**

1. Time in service with the Coeur d'Alene Fire Department
  - a. Senior Firefighter – 5 years
  - b. Senior Engineer – 6 years total, 3 in rank
  - c. Senior Captain – 8 years total, 3 in rank
  - d. Senior Deputy Fire Marshal – 8 years total, 3 in rank
  - e. Senior EMS Officer – 8 years total, 3 in rank
  - f. Senior Battalion Chief– 10 years total, 3 in rank
  - g. 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 designee for review to determine eligibility. The Fire Chief or designee shall, within 10 business days of receiving the Senior Status form, shall approve and date the form and forward the documented approval to Human Resources for wage increase implementation. The effective date shall be the 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 designee. Human Resources shall be notified if a member is no longer eligible by the Fire Chief or designee.
  
3. Employees receiving Senior Status must receive standard or above performance evaluations. Employees who receive a below standard evaluation shall lose Senior Status. The five percent (5%) increase will be discontinued and only reinstated on the date the employee's standard or above performance is re-established. Employees who receive a below standard evaluation shall be re-evaluated quarterly, however, employees shall not have their Senior Status reinstated until their next annual standard or above performance evaluation.
  
4. 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 NFPA 1582 medical physical as described in Article 19, Section 11. 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**

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

**Engineer**

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

## **Captain**

- o 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)
- o Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- o USAR Team Member
- o 18 hours of Event time or 2 call backs per year
- o Red Card Certified
- o 250 Logged Training Hours per year
- o 18 hours of qualifying community service per year
- o Completion of job-related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years
- o Any pre-approved extra duties per Fire Chief or designee; Example-Quartermaster, GIS, Pre-plan, etc.

## **Fire Inspector**

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

## **Battalion Chief**

- o 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)
- o Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- o USAR Team Member
- o 18 hours of Event time or 2 call backs per year
- o Red Card Certified
- o 250 Logged Training Hours per year
- o 18 hours of qualifying community service per year
- o Completion of job-related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years
- o Any pre-approved extra duties per Fire Chief or designee; Example-Quartermaster, GIS, Pre-plan, etc.

**Division Chief**

- o 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)
- o Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- o USAR Team Member
- o 18 hours of Event time or 2 call backs per year
- o Red Card Certified
- o 150 Logged Training Hours per year
- o 18 hours of qualifying community service per year
- o Completion of job-related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years
- o Any pre-approved extra duties per Fire Chief or designee; Example- Quartermaster, GIS, Pre-plan, etc.

**EMS Officer**

- o 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)
- o Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- o USAR Team Member
- o 18 hours of Event time or 2 call backs per year
- o Red Card Certified
- o 150 Logged Training Hours per year
- o 18 hours of qualifying community service per year
- o Completion of job-related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years
- o Any pre-approved extra duties per Fire Chief or designee; Example- Quartermaster, GIS, Pre-plan, etc.

**Qualifying community service:**

- o Mobile Santa
- o MDA Fill the Boot, MDA Lock up, MDA Summer Camp
- o Canned Food drive
- o Any other Official Local 710 volunteer/community service activities
- o Public Service Announcements
- o Fire Prevention Week
- o BMX helmet safety day
- o Participation in Reading Programs - Library, Schools, etc.
- o Career Day Presentations
- o Community Service on Boards - School, NIC, KCPFMF, etc.
- o Big Brothers/Big Sisters or Youth Mentor program
- o Kootenai County Police and Fire Memorial Foundation Activities
- o Member in Service Club - Kiwanis, Rotary, Toastmasters, etc.

- o Roadside Clean up
- o CDAFD Honor Guard Activities
- o Member of Coeur d'Alene City Committee - CitiFit, Celebrations, etc.
- o 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 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, at the highest in-state undergraduate tuition rates for public education institutions in Idaho, one hundred percent (100%) with an “A” or “B” grade and eighty percent (80%) with a “C” grade of the cost of tuition and/or registration fees for any job-related courses taken on the employee’s own volition. In order to qualify for tuition reimbursement, the course must be recommended by the Fire Chief and approved in advance by the Human Resources Director prior to the start of the course.

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

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

**ARTICLE 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**  
**DEFERRED COMPENSATION**

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

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

**ARTICLE 33**  
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 34**  
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 35**  
**SURVIVOR’S BENEFIT**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
James Hammond, Mayor

\_\_\_\_\_  
Thomas Eckert, President, Local 710

ATTEST:

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

\_\_\_\_\_  
\_\_\_\_\_, Secretary, Local 710



City of Coeur d'Alene  
Fire Compensation Schedule  
Appendix A

<i><b>Battalion Chief</b></i>	<b>Minimum</b>	<b>Maximum</b>	<b>Senior Pay</b>
FY 2022-2023	\$25.80	\$37.78	\$39.67
FY 2023-2024	\$26.57	\$38.91	\$40.86
<i><b>Captain</b></i>	<b>Minimum</b>	<b>Maximum</b>	<b>Senior Pay</b>
FY 2022-2023	\$23.49	\$34.40	\$36.11
FY 2023-2024	\$24.19	\$35.43	\$37.20
<i><b>Engineer</b></i>	<b>Minimum</b>	<b>Maximum</b>	<b>Senior Pay</b>
FY 2022-2023	\$21.40	\$31.34	\$32.90
FY 2023-2024	\$22.04	\$32.28	\$33.89
<i><b>Firefighter</b></i>	<b>Minimum</b>	<b>Maximum</b>	<b>Senior Pay</b>
FY 2022-2023	\$19.50	\$28.58	\$30.01
FY 2023-2024	\$20.09	\$29.43	\$30.91
<i><b>Deputy Fire Marshall</b></i>	<b>Minimum</b>	<b>Maximum</b>	<b>Senior Pay</b>
FY 2022-2023	\$32.65	\$47.81	\$50.19
FY 2023-2024	\$33.63	\$49.24	\$51.70
<i><b>EMS Officer</b></i>	<b>Minimum</b>	<b>Maximum</b>	<b>Senior Pay</b>
FY 2022-2023	\$32.88	\$48.16	\$50.56
FY 2023-2024	\$33.87	\$49.60	\$52.08

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

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

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

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

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

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

## 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;
- Resolution No. 18-050 Page 32 of 46

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

**CLASSIFICATION REQUIREMENTS:**

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

**Knowledge of:**

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

**Skill and Ability to:**

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

**ACCEPTABLE EXPERIENCE AND TRAINING:**

- High School Diploma or GED; and
- Maintain a valid 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. ; o Instructs fire department personnel in various specialized areas;
- Operates personal computer and associated applications software;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested.
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

**SECONDARY DUTIES AND RESPONSIBILITIES:**

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

**CLASSIFICATION REQUIREMENTS:**

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

**Knowledge of:**

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

**Skill and Ability to:**

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

**ACCEPTABLE EXPERIENCE AND TRAINING:**

- High School Diploma or GED; and
- Maintain a valid 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.

## Deputy Fire Marshal

### **CLASSIFICATION SUMMARY**

Deputy Fire Marshal assumes a number of roles for the Fire Department including inspector, investigator, safety officer, public education officer and public information officer. This position has responsibility to enforce codes, city ordinances and standards relating to fire protection for all structures within the City of Coeur d'Alene; to coordinate fire prevention guidelines for developers and architects; to provide investigation of fires and detection of fire causes and origin; to conduct public fire prevention education; and, to provide public information via all media outlets including print, social media and live news. The position develops new ordinances to enhance fire protection and participates in fire suppression and EMS response as needed. The position works under the general supervision of the Deputy Fire Chief, 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.

## EMS Officer

### CLASSIFICATION SUMMARY

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

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

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

### SECONDARY DUTIES AND RESPONSIBILITIES:

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

### CLASSIFICATION REQUIREMENTS:

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

#### **Knowledge of:**

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

**Skill and Ability to:**

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

**ACCEPTABLE EXPERIENCE AND TRAINING:**

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

**PHYSICAL DEMANDS & WORK ENVIRONMENT:**

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

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

RESOLUTION NO. 22-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT 3525 N. 15<sup>TH</sup> STREET WITH 15<sup>TH</sup> STREET INVESTMENTS, LLC., WHOSE ADDRESS IS 505 E. FRONT AVENUE, STE. 301, COEUR D'ALENE, IDAHO.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and 15<sup>th</sup> Street Investments, LLC., pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" 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 that the City enter into an annexation agreement with 15<sup>th</sup> Street Investments, LLC., 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 of Coeur d'Alene.

DATED this 6<sup>th</sup> day of September, 2022.

---

James Hammond, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

ROLL CALL:

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

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

ANNEXATION AGREEMENT  
A-3-22 B-3525 N. 15th

THIS AGREEMENT, made and dated this 6th day of Sept., 2022, 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 15<sup>th</sup> Street Investments, LLC, an Idaho Limited Liability Company, organized pursuant to the laws of the State of Idaho, with its address at 505 E. Front Avenue, Coeur d'Alene, Idaho, hereinafter referred to as the "Owner."

WITNESSETH:

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 (hereinafter referred to as "the Property") and incorporated by reference into the substantive portion of this Agreement; and

WHEREAS, the Coeur d'Alene Planning and Zoning Commission has recommended, subject to the successful completion of the annexation process, R-12 zoning for the Property. 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. The property is described as Tax # 3793, which is a parcel of land being a portion of the Northeast Quarter of Section 1, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and commonly known as 3525 N. 15<sup>th</sup> Street.

## ARTICLE II: STANDARDS

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

## ARTICLE III. UTILITIES

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

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

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

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

3.5. Street Trees: 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, to submit plans for approval and construct and install, or otherwise secure the required construction and installation in a manner acceptable to the City, of 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.



## ARTICLE V: FEES

5.1. Consideration: The Owner agrees to provide specific consideration in the amount of Fourteen Thousand, Four Hundred and Ninety Dollars (\$14,490.00) 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 (\$750.00) per residential lot in the approved R-12 zone on the approved plat. The sum provided for by this Agreement is deemed by the Parties to be a reasonable fee for City benefits and services to the Owners' Property, including but not limited to public safety and other services. The Owners will remain responsible for all other costs and fees required by City Code.

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

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

5.4. Other fees: Additionally, the Owners 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 Owners. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Eight Hundred Dollars (\$800.00).

## ARTICLE VI. MISCELLANEOUS

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

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

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

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

6.5. Recordation; Merger; Amendment: The Owner further agrees this Agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the Parties merge into this Agreement. The Parties agree that this Agreement shall only be amended by a writing signed by both Parties. The Parties agree that this Agreement shall not be amended by a change in any law. The Parties agree this Agreement is not intended to replace any other requirement of City Code.

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

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

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

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

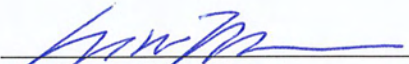
6.10. Promise of cooperation: Should circumstances change, operational difficulties arise, or misunderstandings develop, the Parties agree to meet and confer at the request of either Party to discuss the issue and proposed solutions. Further, each Party agrees not to bring a claim, initiate other legal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

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and 15<sup>th</sup> Street Investments, LLC, have caused the same to be executed the day and year first above written.

**CITY OF COEUR D'ALENE**

**15<sup>th</sup> STREET INVESTMENTS, LLC**

By: \_\_\_\_\_  
James Hammond, Mayor

By:  \_\_\_\_\_  
Cody W. Funk, Governor

**ATTEST:**

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 6th day of Sept. , 2022, before me, a Notary Public, personally appeared **James Hammond** 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.

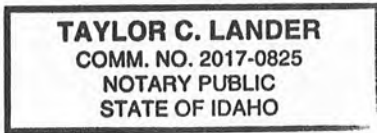
\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 26 day of 08 , 2022, before me, a Notary Public, personally appeared Cody W. Funk, 15<sup>th</sup> Street Investments, LLC, as owner 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 Spout Lake  
My Commission expires: 10/27/2023



**EXHIBIT A**

**Annexation Description**

A parcel of land being a portion of the Northeast Quarter of Section 1, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

**Commencing at** the East Quarter corner of said Section 1, being a 2 inch brass cap marked "LS 4006" per CP&F instrument number 1285911, Records of Kootenai County, from which the Center Quarter corner bears North 89°23'58" West 2630.74 feet; thence along the East line of the Northeast Quarter of said Section 1, North 00°20'31" East 436.60 feet to a point on the City of Coeur d'Alene City Limits, said point also being the **True Point of Beginning**;

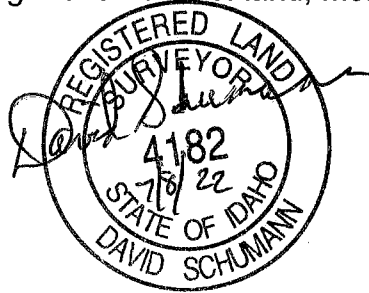
thence North 89°23'58" West 658.69 feet to a point on the East line of Block 3 of the plat of North Pines filed in Book I of Plats at Page 145, Records of Kootenai County and the City of Coeur d'Alene City Limits;

thence along the East line of Block 3 of said plat of North Pines and the City of Coeur d'Alene City Limits, North 00°12'37" East 111.70 feet;

thence leaving the East line of said Block 3 and said City of Coeur d'Alene City Limits, South 89°23'58" East 658.95 feet to the City of Coeur d'Alene City Limits;

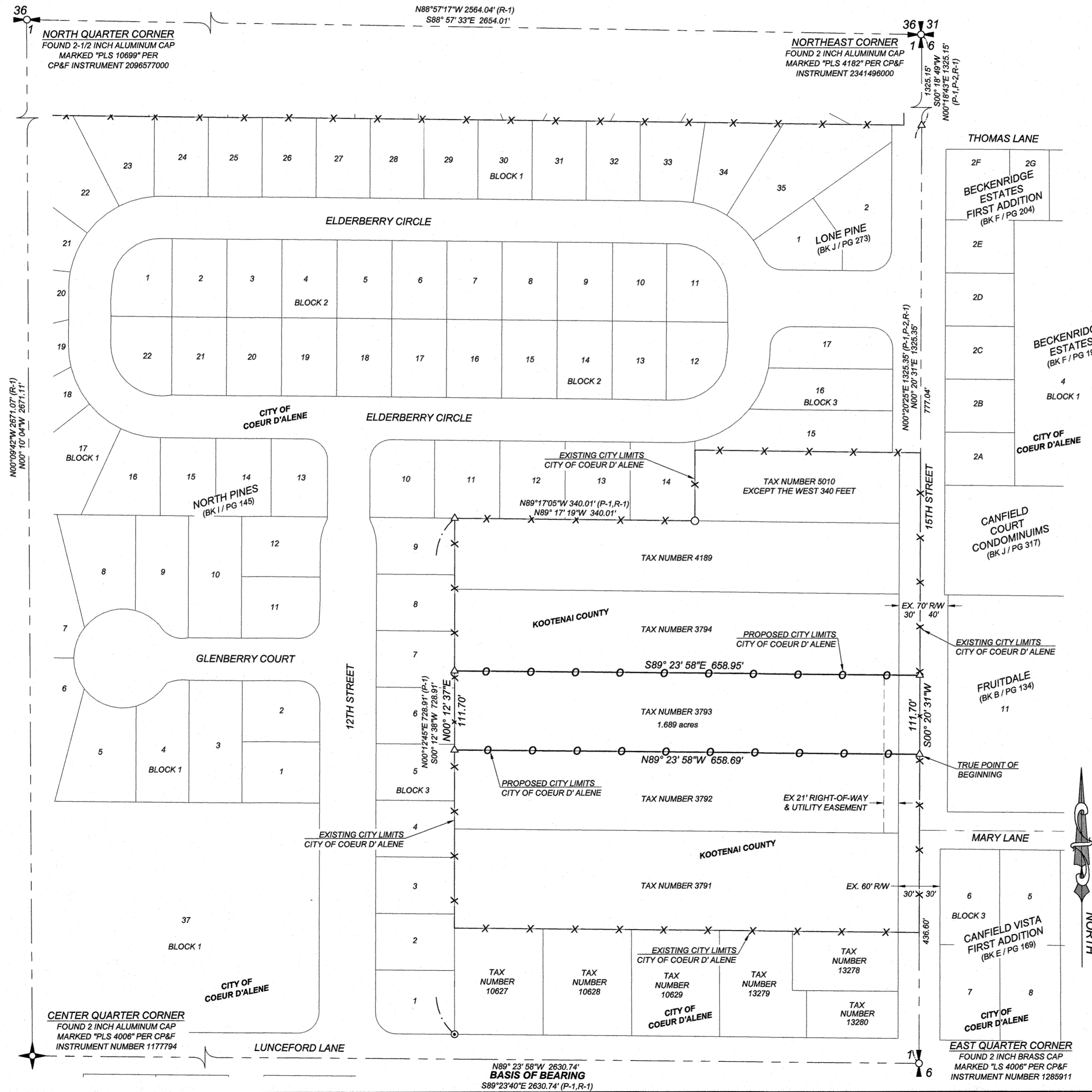
thence along said City of Coeur d'Alene City Limits, South 00°20'31" West 111.70 feet to the **True Point of Beginning**;

said parcel containing 1.689 acres of land, more or less.



# CITY OF COEUR D'ALENE ANNEXATION MAP ORDINANCE # \_\_\_\_\_

A PORTION OF THE NORTHEAST QUARTER OF SECTION 01,  
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



### BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103)-US SURVEY FEET. BEARINGS SHOWN ARE GRID BEARINGS AND DISTANCES SHOWN ARE GROUND DISTANCES. A CONVERGENCE ANGLE OF -00°45'16" AND A CAF OF 0.999901488 WAS CALCULATED AT THE EAST QUARTER CORNER OF SECTION 1.

### NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

### REFERENCE DOCUMENTS

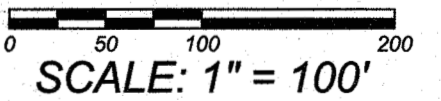
- (R-1) RECORD OF SURVEY PREPARED BY EMPIRE SURVEYING & ENGINEERING, INC., AND FILED AT BOOK 19 OF SURVEYS, PAGE 482, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF NORTH PINES PREPARED BY EMPIRE SURVEYING & ENGINEERING, INC., AND FILED AT BOOK I OF PLATS, PAGE 145, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF LONE PINE PREPARED BY KOOTENAI COUNTY SURVEYORS AND FILED AT BOOK J OF PLATS, PAGE 273, RECORDS OF KOOTENAI COUNTY, IDAHO.

### LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4194"
- ⊙ FOUND 5/8" REBAR NO CAP
- △ CALCULATED POINT, NOTHING FOUND OR SET
- PROPOSED CITY LIMITS
- X— EXISTING CITY LIMITS
- ADJACENT LOT LINE
- SECTION LINE
- - - EASEMENT LINE

### SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, AT THE REQUEST OF 15th STREET INVESTMENTS, LLC.



		CHECKED BY: DCD DRAFTED BY: WAL/SMA SCALE: 1" = 100' DATE: 09/01/2022 JOB NO: LCE 21-083
	126 E. POPLAR AVENUE COEUR D'ALENE, IDAHO 83814 PHONE: 208.676.0230	
	1	
	1	
	1	

**COEUR D'ALENE PLANNING COMMISSION  
FINDINGS AND ORDER**

**A-3-22**

**A. INTRODUCTION**

This matter having come before the Planning Commission on April 12, 2022 and there being present a person requesting approval of ITEM A-3-22 , a request for zoning prior to annexation of 3.91 acres from County Ag Suburban to City R-12.

APPLICANT: 15<sup>TH</sup> STREET INVESTMENTS, LLC / TERENCE ALLING

LOCATION: PROPERTY IS LOCATED AT 3511 & 3525 N 15<sup>TH</sup> STREET

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON The Planning Commission adopts Items B1 to B7.**

- B1. That the existing land uses are Residential and Commercial.
- B2. That the Comprehensive Plan Map designation is Compact Neighborhood and Mixed Use-Low.
- B3. That the zoning is County Ag Suburban.
- B4. That the notice of public hearing was published on March 26, 2022, 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 April 12, 2022

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

**Community & Identity**

**Goal CI 1**

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

**OBJECTIVE CI 1.1**

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

**Goal CI 3**

Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

**OBJECTIVE CI 3.1**

Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

**Environment & Recreation**

**Goal ER 1**

Preserve and enhance the beauty and health of Coeur d'Alene's natural environment.

**OBJECTIVE ER 1.4**

Reduce water consumption for landscaping throughout the city.

**Goal ER 2**

Provide diverse recreation options.

**OBJECTIVE ER 2.2**

Encourage publicly-owned and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities (both outdoor and indoor), hiking and biking pathways, open space, passive recreation, and water access for people and motorized and non-motorized watercraft.

**OBJECTIVE ER 2.3**

Encourage and maintain public access to mountains, natural areas, parks, and trails that are easily accessible by walking and biking.

**Growth & Development**

**Goal GD 1**

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



**OBJECTIVE GD 1.1**

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

**OBJECTIVE GD 1.3**

Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.

**OBJECTIVE GD 1.5**

Recognize neighborhood and district identities.

**Goal GD 2**

Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

**OBJECTIVE GD 2.1**

Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

**OBJECTIVE GD 2.2**

Ensure that City and technology services meet the needs of the community.

**Goal GD 3**

Support the development of a multimodal transportation system for all users.

**OBJECTIVE GD 3.1**

Provide accessible, safe, and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on page 15 and 16 of the staff report stating that all public facilities and utilities are available.
  
- B10. That the physical characteristics of the site do make it suitable for the request at this time because the applicant and staff report indicate no physical constraints since the lot is flat and easy to develop.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because there is no objections from the city engineer regarding traffic and that the property is surrounded by similar residential homes making R-12 a good fit.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of 15<sup>TH</sup> STREET INVESTMENTS, LLC / TERENCE ALLING for zoning prior to annexation, as described in the application should be approved.


Motion by Ingalls, seconded by Mandel, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Mandel	Voted Yes
Commissioner McCracken	Voted Yes
Chairman Messina	Voted Yes

Commissioner Ward was absent.

Motion to approve carried by a 6 to 0 vote.

  
CHAIRMAN TOM MESSINA

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 22-1010

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 1, TOWNSHIP 50, NORTH, RANGE 4 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 R-12 (Residential at 12 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 6, 2022.*

APPROVED by the Mayor this 6<sup>th</sup> day of September, 2022.

---

James Hammond, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
A-3-22 at 3525 N 15<sup>th</sup> Street

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 1, TOWNSHIP 50, NORTH, RANGE 4 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-3-22 at 3525 N 15<sup>th</sup> Street, 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 6<sup>th</sup> day of September, 2022.

---

Randall R. Adams, City Attorney

**EXHIBIT A**

**Annexation Description**

A parcel of land being a portion of the Northeast Quarter of Section 1, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

**Commencing at** the East Quarter corner of said Section 1, being a 2 inch brass cap marked "LS 4006" per CP&F instrument number 1285911, Records of Kootenai County, from which the Center Quarter corner bears North 89°23'58" West 2630.74 feet; thence along the East line of the Northeast Quarter of said Section 1, North 00°20'31" East 436.60 feet to a point on the City of Coeur d'Alene City Limits, said point also being the **True Point of Beginning**;

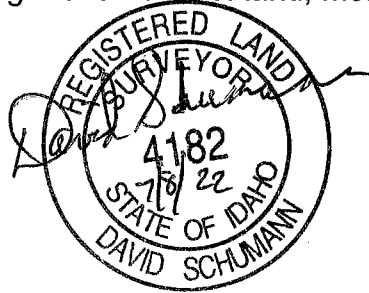
thence North 89°23'58" West 658.69 feet to a point on the East line of Block 3 of the plat of North Pines filed in Book I of Plats at Page 145, Records of Kootenai County and the City of Coeur d'Alene City Limits;

thence along the East line of Block 3 of said plat of North Pines and the City of Coeur d'Alene City Limits, North 00°12'37" East 111.70 feet;

thence leaving the East line of said Block 3 and said City of Coeur d'Alene City Limits, South 89°23'58" East 658.95 feet to the City of Coeur d'Alene City Limits;

thence along said City of Coeur d'Alene City Limits, South 00°20'31" West 111.70 feet to the **True Point of Beginning**;

said parcel containing 1.689 acres of land, more or less.



**CITY COUNCIL  
STAFF REPORT**

**DATE:**           **SEPTEMBER 6, 2022**

**FROM:**           **CHELSEA NESBIT, CDBG SPECIALIST**

**SUBJECT:**   **AMENDMENT TO CDAIDE’S CONTRACT USING CDBG-CV FUNDS**

---

**DECISION POINT:**

Should City Council authorize approval of an Addendum to CDAIDE’s CDBG-CV Contract?

**HISTORY and FINANCIAL ANALYSIS:**

\$5,326.65 currently remains in the City’s CV Utility Subsistence Fund.  
\$3,048.51 currently remains in the CV Projects fund.

Staff recommends reallocating the \$5,326.65 in the City’s Utility Subsistence fund to increase the CDAIDE CDBG-CV funding. Staff further recommends allocating the remaining \$3,048.51 in CV funds available to CDAIDE, bringing the total increase in funding to \$8,375.

CDAIDE has spent down their previous allocated amount in its entirety, and has requested an increase in funding to continue their COVID Related Support for CDA Hospitality Workers Program. CDAIDE has submitted invoices and billings totaling \$3,470.99 which they have already paid out for qualified and eligible recipients and expenditures. They have shown a need and the capacity to spend down the remaining \$4,904.17 if this request is approved. The costs incurred prior to the agreement are eligible for reimbursement based on guidance from HUD related to the use of CDBG-CV funds to respond to urgent needs from COVID-19.

**DECISION POINT:**

City Council should approve the Addendum to CDAIDE’s CDBG-CV Contract to increase their funding by \$8,375 and close out the City’s Utility Subsistence Program.



<b>CDBG-CV Project Funds Available</b>	<b>\$387,440.00</b>	
Lake City Center Meals on Wheels Expanded	\$3,685.92	
Boys and Girls Food Pantry	\$9,999.77	
Family Promise Sheltering	\$12,600.00	
Safe Passage Sheltering	\$26,145.00	
St. Vincent's Homeless Sheltering	\$1,951.80	
St. Vincent's Door Project	\$10,507.00	
United Way Child Care	\$15,000.00	
City Utility Subsistence	\$10,000.00	\$5,326.65 Remaining
CDAIDE Rental, Utility, Transportation Subsistence	\$85,000.00	
Boys & Girls Academic Support	\$50,000.00	
Lake City Center Meals on Wheels Expanded	\$19,662.00	
Love, Inc Rental, Utility, Transportation Subsistence	\$20,000.00	
Idaho Youth Ranch Case Manager	\$28,000.00	
United Way Child Care	\$52,000.00	
Lake City Center Air Scrubber	\$5,000.00	
Four Roots Food Box Program	\$34,840.00	
<b>TOTAL FUNDED PROJECTS</b>	<b>\$384,391.49</b>	
<b>REMAINING CV FUNDS</b>	<b>\$3,048.51</b>	Unallocated

**TOTAL FUNDS AVAILABLE**

**\$8,375.16**

# CDBG-CV UPDATE AND FUNDING RECOMMENDATIONS FOR COVID-19 RESPONSE



City Council Meeting – September 6, 2022

Chelsea Nesbit, CDBG Specialist

## DECISION POINT

Should City Council authorize approval of an Addendum to CDAIDE's CDBG-CV Contract?

## CDBG-CV FUNDS OVERVIEW

\$5,326.65 currently remains in the City's CV Utility Subsistence Fund.

\$3,048.51 currently remains in the CV Projects fund.

## FUNDING REQUEST:

- CDAIDE's previous allocation has been spent down and they have submitted invoices and billings totaling \$3,470.99.
- These costs are eligible for reimbursement
- They have shown a need and capacity to spend down the remaining \$4,904.17 if request is approved.

## RECOMMENDATION

Staff recommends reallocating the \$5,326.65 in the City's Utility Subsistence fund to increase the CDAIDE CDBG-CV funding.

Staff further recommends allocating the remaining \$3,048.51 in CV funds available to CDAIDE, bringing the total increase in funding to **\$8,375**.

## DECISION POINT

City Council should approve the Addendum to CDAIDE's CDBG-CV Contract to increase their funding by \$8,375 and close out the City's Utility Subsistence Program.

# QUESTIONS??



## CDBG-CV PROJECTS FUNDED

CDBG-CV Project Funds Available	\$387,440.00		
Lake City Center Meals on Wheels Expanded	\$3,685.92		
Boys and Girls Food Pantry	\$9,999.77		
Family Promise Sheltering	\$12,600.00		
Safe Passage Sheltering	\$26,145.00		
St. Vincent's Homeless Sheltering	\$1,951.80		
St. Vincent's Door Project	\$10,507.00		
United Way Child Care	\$15,000.00		
City Utility Subsistence	\$10,000.00	\$5,326.65	Remaining
CDAIDE Rental, Utility, Transportation Subsistence	\$85,000.00		
Boys & Girls Academic Support	\$50,000.00		
Lake City Center Meals on Wheels Expanded	\$19,662.00		
Love, Inc Rental, Utility, Transportation Subsistence	\$20,000.00		
Idaho Youth Ranch Case Manager	\$28,000.00		
United Way Child Care	\$52,000.00		
Lake City Center Air Scrubber	\$5,000.00		
Four Roots Food Box Program	\$34,840.00		
<b>TOTAL FUNDED PROJECTS</b>	<b>\$384,391.49</b>		
<b>REMAINING CV FUNDS</b>	<b>\$3,048.51</b>	Unallocated	
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$8,375.16</b>		

RESOLUTION NO. 22-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT 3 TO THE AGREEMENT FOR CDBG-CV GRANT FUNDS FOR CDAIDE.

WHEREAS, the CDBG Community Development Specialist for the City of Coeur d'Alene has recommended that the City approve Amendment 3, pursuant to terms and conditions set forth in the agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such amendment be authorized.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby approve Amendment 3 to the Agreement with CDAIDE pursuant to the agreement attached hereto as Exhibit "1" and by this reference incorporated herein.

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

DATED this 6<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
James Hammond, Mayor

ATTEST:

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

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

**ROLL CALL:**

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

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

**AMENDMENT 3 TO THE  
AGREEMENT FOR CDBG-CV GRANT FUNDS FOR CDAIDE**

WHEREAS, the City of Coeur d’Alene and CDAIDE, an Idaho non-profit corporation, entered into an Agreement for CDBG-CV Grant Funds concerning a Community Opportunity Grant on October 27, 2020, for the purpose of rendering public service grant award related funds received under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development (HUD) for housing and community development needs (hereinafter the “Agreement”); and

WHEREAS, the City of Coeur d’Alene desires to increase the CDBG-CV funding in the amount of \$8,375 and to extend the date of the contract expiration to December 31, 2023.

NOW, THEREFORE, the parties mutually agree to amend the Agreement as follows:

- 1. Activities Under This Agreement.** The CITY has received from the U.S. Department of Housing and Urban Development (“HUD”) a grant for CDBG COVID-19 (CDBG-CV) funds under the CARES Act. The funds will be distributed through the City’s existing Community Development Block Grant Program, identified as Grant No. B-18-MC-16-0007 (the “CDBG Grant”). From this CDBG Grant, the CITY is awarding an additional Eight Thousand Three Hundred Seventy-Five and 00/100 dollars (\$8,375) to the existing Eight-five Thousand and 00/100 dollars (\$85,000.00) to the Subrecipient for its COVID Related Support for CDA Hospitality Workers Program as a result of COVID-19. The project is more fully described in Attachment A "Scope of Work." The existing grant has been fully spent down as of

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The Subrecipient certifies that the activity/activities carried out under this Agreement will meet the National Objective to serve low-to-moderate income clientele by providing subsistence payments to hospitality workers who have been directly affected by COVID-19.

- 2. Section 2 EFFECTIVE DATE AND TIME OF PERFORMANCE.**

This Agreement shall take effect upon signing of Amendment. The costs incurred prior to the agreement are eligible for reimbursement based on guidance from HUD related to the use of CDBG-CV funds to respond to urgent needs from COVID-19. The Agreement shall end on December 31, 2023.



IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Amendment to be executed by the Mayor, and CDAIDE. has caused the same to be executed.

**CITY OF COEUR D'ALENE**

By \_\_\_\_\_  
James Hammond, Mayor

DATE: \_\_\_\_\_

ATTEST:

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

**CDAIDE**

By \_\_\_\_\_  
Jason Nye, Executive Director  
CDAIDE

DATE: \_\_\_\_\_

# PUBLIC HEARINGS

## **CITY COUNCIL STAFF REPORT**

**DATE:**        **SEPTEMBER 6, 2022**

**FROM:**       **VONNIE JENSEN, COMPTROLLER**

**SUBJECT:**   **FISCAL YEAR 2022-23 FINANCIAL PLAN**

---

### **DECISION POINT:**

To approve Council Bill No 22-1011, the Annual Appropriation for the fiscal year beginning October 1, 2022, in the amount of \$123,852,624.

### **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 new growth from property taxes, new growth from the closing of the Lake District and the allowed 3% but no forgone property taxes. This will not cause an increase in taxes over all to City residents but most homeowners will see an increase due to the large increase in taxable valuation to residential property owners in comparison to commercial property owners.

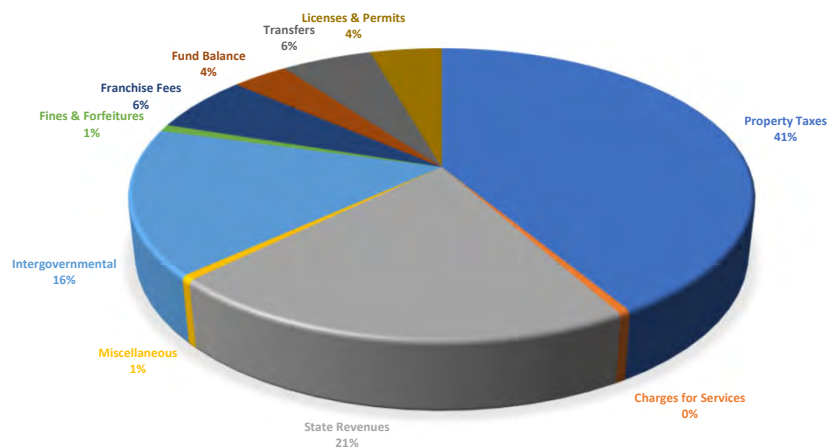
### **DECISION POINT:**

Approve Council Bill No 22-1011, the Annual Appropriation for the fiscal year beginning October 1, 2022, in the amount of \$123,852,624.

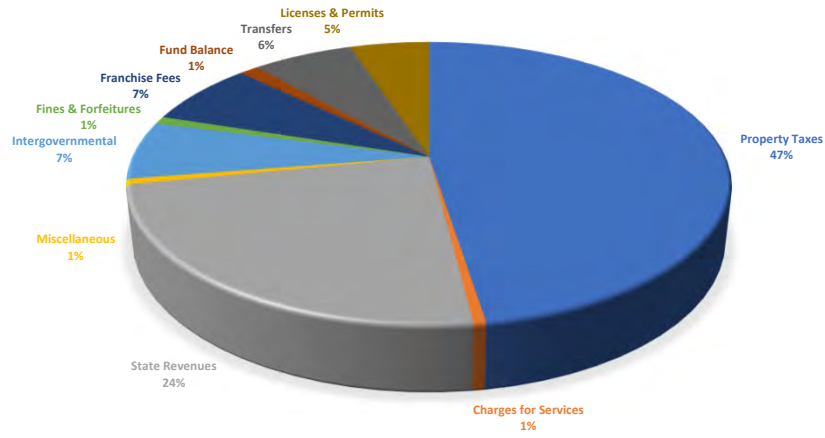
# 2022-23 Financial Plan



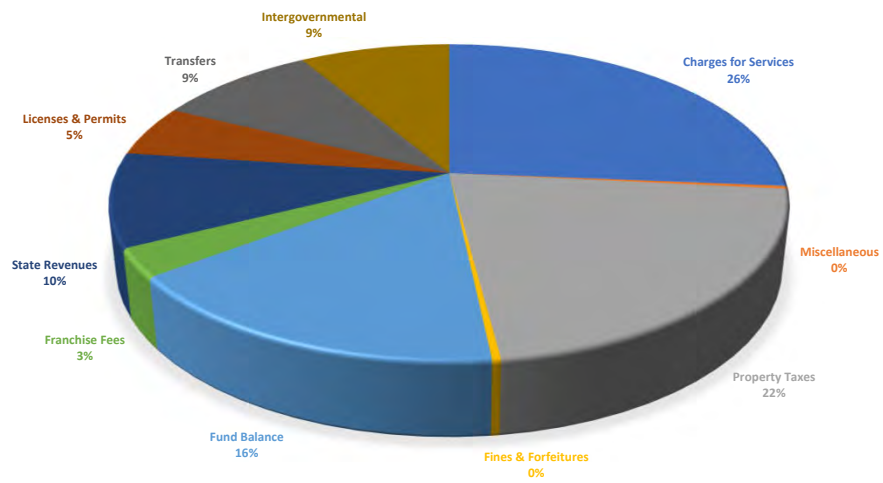
2022-23 BUDGETED REVENUES - GENERAL FUND

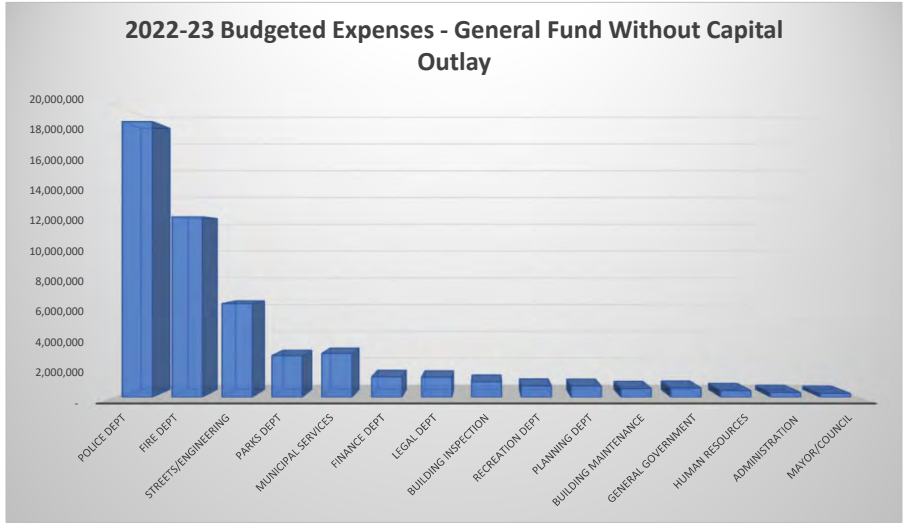
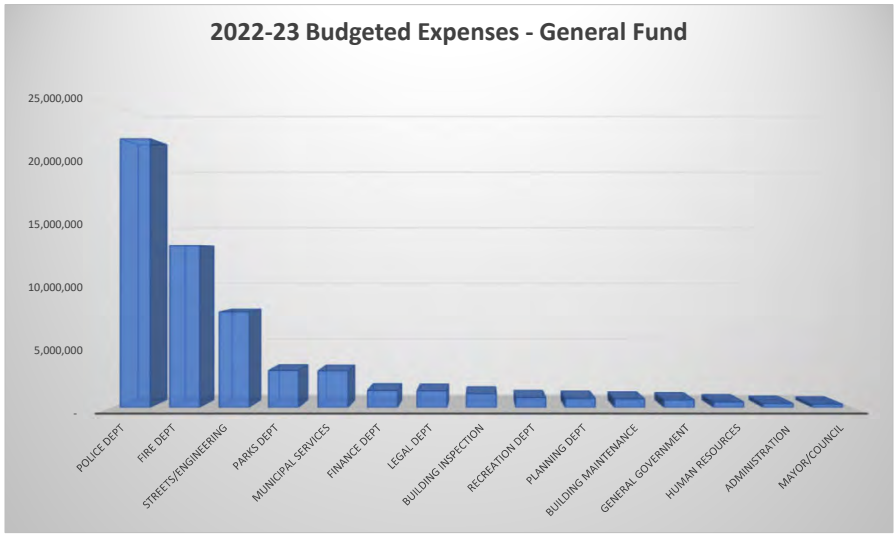


**2022-23 BUDGETED REVENUES – GENERAL FUND WITHOUT ONE TIME FUNDS  
FOR CAPITAL OUTLAY**

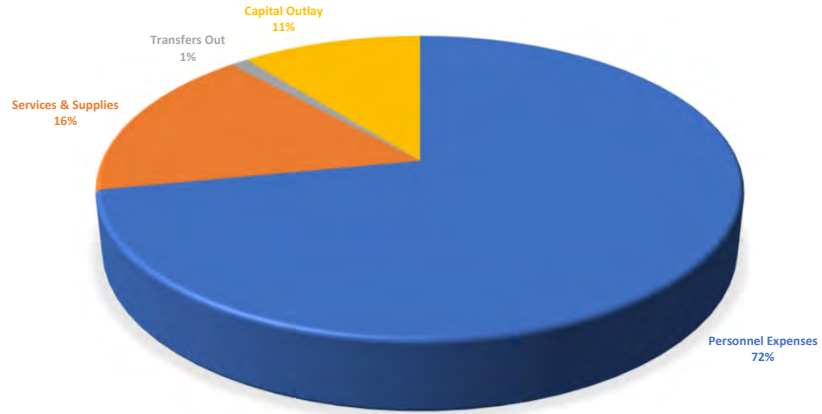


**2022-23 BUDGETED REVENUES - CITYWIDE**

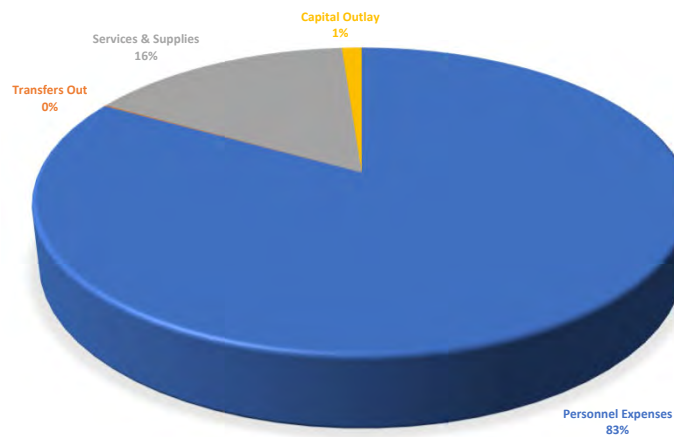




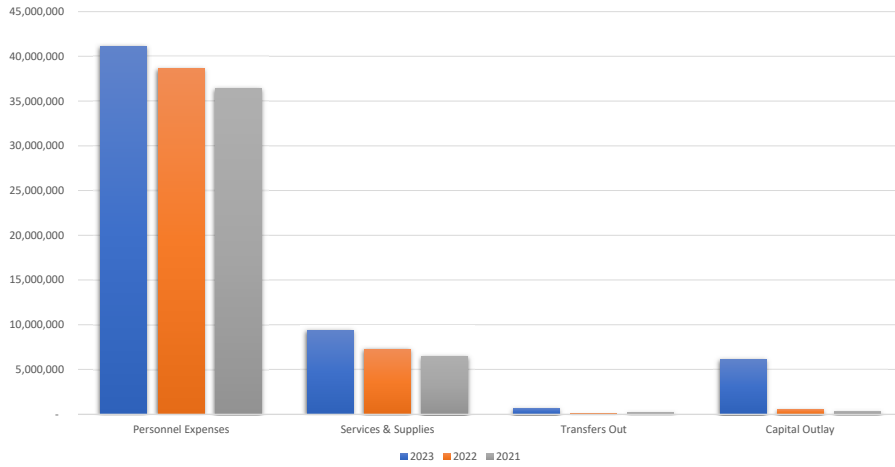
PROPOSED GENERAL FUND EXPENSES BY FUNCTION FY 2022-23



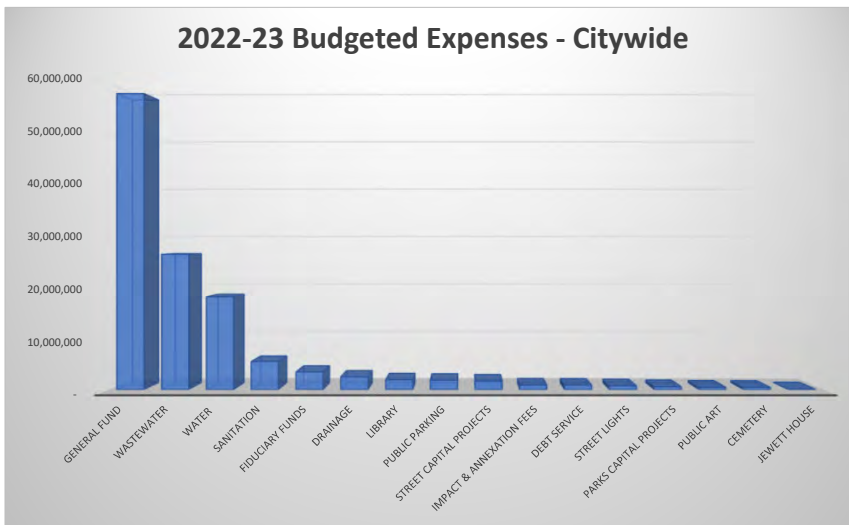
GENERAL FUND EXPENSES BY FUNCTION FY 2021-22



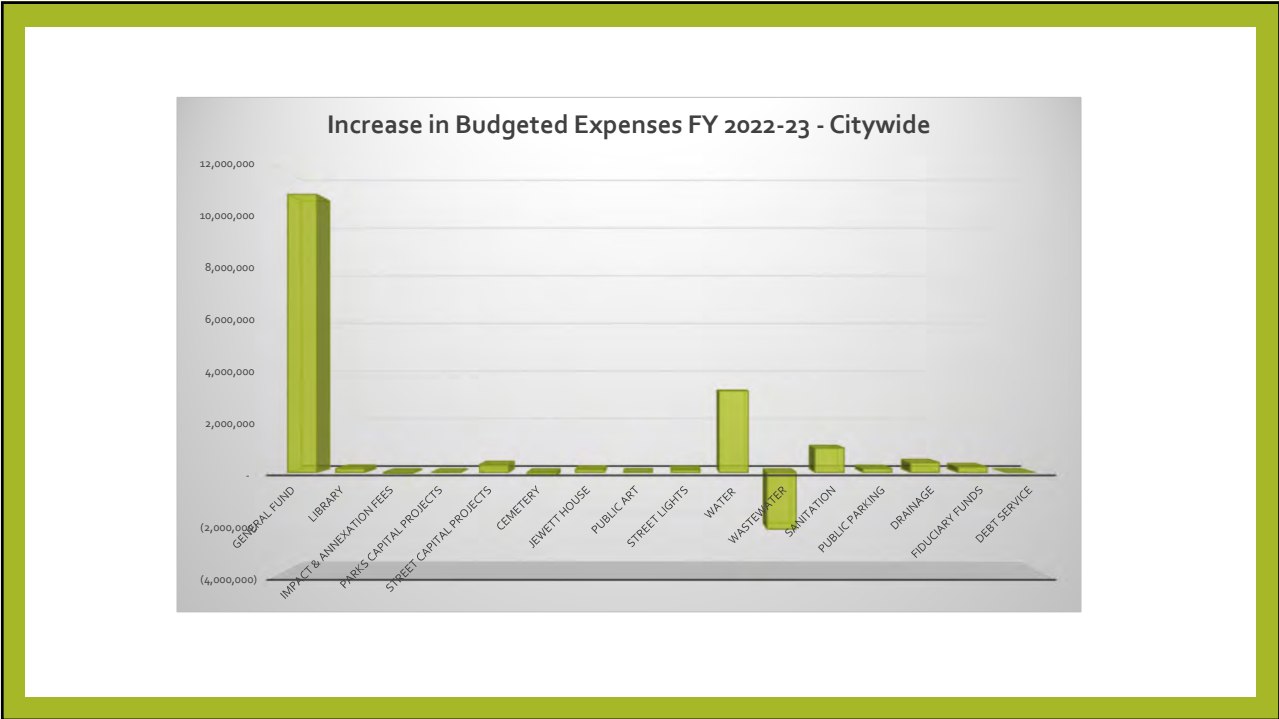
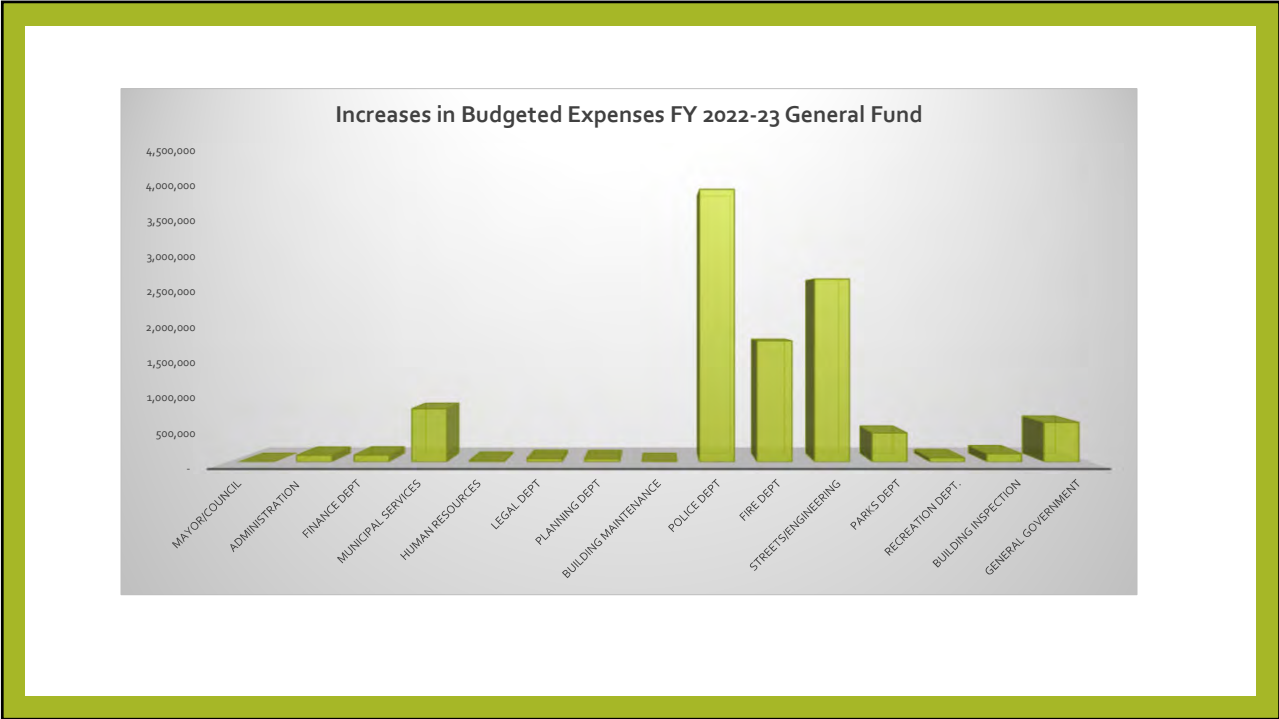
**General Fund Expenses by Function - 3 Year Comparison**



**2022-23 Budgeted Expenses - Citywide**







Questions?

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 22-1011

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022" APPROPRIATING THE SUM OF \$123,852,624 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 \$123,852,624 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, 2022.

Section 2

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

**GENERAL FUND EXPENDITURES:**

Mayor and Council	\$259,163
Administration	320,486
Finance Department	1,398,397
Municipal Services	3,000,885
Human Resources	452,421
Legal Department	1,361,438
Planning Department	759,266
Building Maintenance	694,637
Police Department	22,112,121
Fire Department	13,325,161
General Government	626,300
Streets / Engineering	7,858,838
Parks Department	3,041,376
Recreation Department	815,215
Building Inspection	1,123,236
<b>TOTAL GENERAL FUND EXPENDITURES:</b>	<u>\$57,148,940</u>

<b>SPECIAL REVENUE FUND EXPENDITURES:</b>	
Library Fund	\$1,948,445
Community Development Block Grant	780,243
Impact Fee Fund	554,446
Parks Capital Improvements	463,614
Annexation Fee Fund	355,000
Cemetery Fund	363,711
Cemetery Perpetual Care Fund	86,000
Jewett House	139,700
Reforestation/Street Trees/Community Canopy	120,000
Public Art Funds	468,500
<b>TOTAL SPECIAL FUNDS:</b>	<u>\$5,279,659</u>
<b>ENTERPRISE FUND EXPENDITURES:</b>	
Street Lighting Fund	\$760,130
Water Fund	14,326,675
Wastewater Fund	23,738,871
Water Cap Fee Fund	3,850,000
WWTP Cap Fees Fund	2,777,660
Sanitation Fund	5,520,365
City Parking Fund	1,864,965
Drainage Fund	2,504,858
<b>TOTAL ENTERPRISE EXPENDITURES:</b>	<u>\$55,343,524</u>
FIDUCIARY FUNDS:	\$3,492,454
STREET CAPITAL PROJECTS FUNDS:	1,707,964
DEBT SERVICE FUNDS:	880,083
<b>GRAND TOTAL OF ALL EXPENDITURES:</b>	<u><u>\$123,852,624</u></u>

### Section 3

That a General Levy of \$23,654,549 on all taxable property within the City of Coeur 'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2022.

### Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$2,809,349 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2022.

## 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.

*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 6, 2022.*

APPROVED by this Mayor this 6th day of September, 2022.

---

James Hammond, Mayor

ATTEST:

---

Renata McLeod, City Clerk

**CITY  
COUNCIL  
STAFF  
REPORT**

**DATE:** SEPTEMBER 6, 2022

**FROM:** CHELSEA NESBIT, CDBG COMMUNITY DEVELOPMENT SPECIALIST

**SUBJECT:** APPROVING SUBMITTAL OF THE 2021 CDBG CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) TO HUD

---

**DECISION POINT:**

The City Council should hold a public hearing and approve the submittal of the 2021 CDBG Consolidated Annual Performance Evaluation Report (CAPER) to HUD.

**HISTORY:**

**2021 CAPER**

The City of Coeur d'Alene receives an annual direct allocation of HUD Community development Block Grant (CDBG) funds. Every year the City is required to complete a Consolidated Annual Performance Evaluation Report (CAPER), allowing the public two weeks to share public comment. The CAPER provides an overview of past year project outcomes and spending priorities. The 2021 CAPER highlights accomplishments that took place April 1, 2021 to June 30, 2022, including funds from Plan Years (PY) 2020 and 2019. The 2021 Plan Year was extended to June 30, rather than its typical March 31 end date due to the change in our Plan Year start date to July 1.

**Public Comment**

The 2021 CAPER was posted to the City's website on August 13, 2022 with information on how to provide comments. The documents can be viewed online and are included as attachments.

Two weeks of public comment were held between August 13, 2022 and September 6, 2022. Today's Public Hearing was advertised to the public in the following ways: Coeur d'Alene Press notice, website updates, and emails to our community stakeholders.

No public comments have been received to date.

**PERFORMANCE ANALYSIS:**

The summary of accomplishments during PY 2021 are included as Attachment 1, 2021 CAPER Executive Summary. Authorizing this item will allow staff to submit the 2021 CAPER for official review.

**FINANCIAL ANALYSIS:**

See Attachments 3 and 4 for the financial breakdown of funds allocated and projects completed in PY 2021

**DECISION POINT/ RECOMMENDATION:**

The City Council should approve the submittal of the 2021 CAPER to HUD for official review.

**Attachments:**

- 2021 CAPER Executive Summary
- 2021 CAPER Financial
- CDBG-CV Projects

## **ATTACHMENT 1 – CAPER Executive Summary**

### **2021 Goal Successes and Highlights**

- Received \$360,490 from HUD for PY 2021
- Awarded \$223,392 in Community Opportunity Grants for PY 2021

### **Completed Activities in 2021:**

- Children’s Village Therapist position
- A non-competitive annual grant for Lake City Center’s Meals on Wheels Program for LMI Seniors totaling \$10,000.00
- Lake City Center’s purchase of AED device for the senior center
- Idaho Youth Ranch Counseling Services position
- The City’s Emergency Minor Home Repair and Accessibility Program (EMRAP) completed 18 projects using PY 21 and prior year funds.

### **2021 Community Opportunity Grants – Awarded, but not completed in PY 2021:**

- North Idaho College was awarded \$25,000.00 for a microgrant program that falls under Economic Development;
- Idaho Youth Ranch was awarded \$39,000 for facility rehabilitations including parking lot repaving, new signage, a new furnace and deck repairs.
- St. Vincent de Paul was awarded \$60,000 for a restroom rehabilitation project in their H.E.L.P. center.
- TESH was awarded \$55,319 for a restroom remodel in their main facility that serves disabled citizens of Coeur d’Alene.

Public Service Activities were funded as follows:

- United Way Childcare Scholarship in the amount of \$35,000
- CDAIDE Subsistence program in the amount of \$9,073

### **2021 EMRAP**

- 18 Emergency Minor Home Repair Program (EMRAP) rehabilitation projects completed during Plan Year 2021
  - Heating Systems
  - Roofs
  - ADA Bathroom Installations
  - Electrical/plumbing



**ATTACHMENT 2 – 2021 CAPER Financial**

<b>PY 2021 Project Funding</b>	<b>Projects</b>	<b>Project Status</b>
\$10,000.00	Lake City Center’s Meals on Wheels Grant	Completed
\$5,000	Sidewalk Improvement in LMI census tracts	Funds set aside to be used in a future PY as part of 5-year Sidewalk Improvement Plan
\$50,000	Emergency Minor Home Repairs and Accessibility Program (EMRAP)	18 Home Rehabilitation projects completed in PY 2021
\$223,392: Community Opportunity Grant	Community Opportunity Grants: 60% of Allocation (Includes Public Service Activities capped at 15% annual allocation)	3 Public Facility Grants <i>Awarded</i>  2 Public Service Grants <i>Awarded</i>  1 Economic Development Grant <i>Awarded</i>
\$72,098	Administration (Employee wages and benefits, advertising supplies and fees, brochures, training, travel; Subject to 20% cap of annual allocation budget)	Completed
<b>Total Grant: \$360,490</b>		

**Completed in PY 2021 with funds from PY 2019 funds:**

- Idaho Youth Ranch Counseling Position: \$44,000
- Children’s Village Counseling Position: \$19,391.94

**Completed in PY 2021 with funds from PY 2020:**

- Lake City Center AED purchase \$2,010
- 2020 NIC Scholarship program \$30,000
- Meals on Wheels Annual Grant \$10,000

2020 Habitat for Humanity Housing Grant drawn down, but not completed in 2021.

**ATTACHMENT 3 – CDBG-CV PROJECTS**

<b>CV-1 Funds</b>	<b>\$</b>	<b>199,675.00</b>
<b>CV-3 Funds</b>	<b>\$</b>	<b>247,124.00</b>
<b>TOTAL CV Funds</b>	<b>\$</b>	<b>446,799.00</b>
<b>General Admin- CV1</b>	<b>\$</b>	<b>9,935.00</b>
<b>General Admin - CV3</b>	<b>\$</b>	<b>49,424.00</b>
<b>TOTAL Admin</b>	<b>\$</b>	<b>59,359.00</b>
<b>Community Opportunity Funds Available</b>	<b>\$</b>	<b>387,440.00</b>
Lake City Center Meals on Wheels Expanded – COMPLETED PY20		\$3,685.92
Boys and Girls Food Pantry – COMPLETED PY20		\$10,000.00
Family Promise Sheltering – COMPLETED PY21		\$12,600.00
Safe Passage Sheltering – COMPLETED PY21		\$26,145.00
St. Vincent's Homeless Sheltering – COMPLETED PY21		\$1,951.80
St. Vincent's Door Project – COMPLETED PY21		\$10,507.00
United Way Child Care - OPEN		\$15,000.00
City Utility Subsistence - OPEN		\$10,000.00
CDAIDE Rental, Utility, Transportation Subsistence - OPEN		\$85,000.00
Boys & Girls Academic Support – COMPLETED PY20		\$50,000.00
Lake City Center Meals on Wheels Expanded - COMPLETED		\$19,662.00
Love, Inc Rental, Utility, Transportation Subsistence - OPEN		\$20,000.00
Idaho Youth Ranch Case Manager – COMPLETED PY21		\$28,000.00
United Way Child Care - OPEN		\$52,000.00
Lake City Center Air Scrubber – COMPLETED PY21		\$5,000.00
Four Roots Food Box Program – COMPLETED PY21		\$34,840.00
<b>TOTAL FUNDED PROJECTS</b>		<b>\$384,391.72</b>
<b>REMAINING CV FUNDS</b>		<b>\$3,048.28</b>

In 2020, CARES Act Funds were made available in the amount of \$446,799. During Plan Year 2021, the following CDBG-CV projects were completed:

- Lake City Center Air Scrubber purchase
- Idaho Youth Ranch Case Manager Position
- Safe Passage Emergency Sheltering
- St. Vincent de Paul Emergency Sheltering
- Family Promise Emergency Sheltering
- St. Vincent de Paul Entry Door Project
- Four Roots Food Box program

The City continues to manage the following open projects using CDBG-CV funds:

- CDAIDE Subsistence program (COMPLETED PY22)
- United Way Childcare Scholarship program
- City Utility Assistance program
- Love Inc. Subsistence program



## **CDBG Public Hearing**

### **2021 CAPER (Consolidated Annual Performance Evaluation Report)**

**City Council: September 6, 2022**

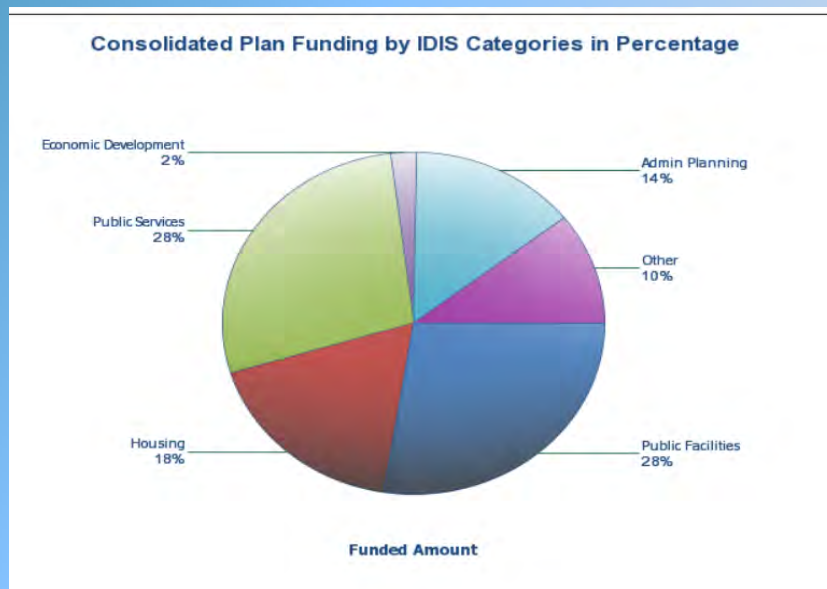


# Coeur d'Alene's CDBG History

- CDBG is a grant from the Housing and Urban Development Agency to support low-to-moderate income residents through specific allowable activities; these projects usually support LMI housing but can include public facility improvements and public service projects.
- The City first became eligible to receive funds in 2007.



## CDBG Funding Breakdown (2018-2021)



## CDBG Key Terms

- LMI = Low-to-Moderate Income
- HUD designation of a households whose total earnings are based on 30%, 50%, and 80% of the yearly area median income.
  - HUD's **2021 Median Income** determination for Coeur d'Alene was **\$65,500**
  - LMI for 2021 (based on a 4-person household):
    - Low Income is <\$53,050
    - Very Low Income is <\$33,150
    - Extremely Low Income is <\$26,500



## Selecting Activities Each Year

- Activities must meet a National Objective and be a HUD approved activity

### National Objectives:

- 1. *Benefit to low-and-moderate income (LMI) persons*
- 2. *Aid in the prevention of slum and blight*
- 3. *Meet an urgent need*

- Activities must meet Annual Action Plan and Consolidated Plan Goals
- When choosing activities to fund, the City must consider capacity of staffing, size of community and amount of allocation, and capacity of sub-recipient organizations



## Consolidated 5-Year Plan Goals

- **Goal 1:** Increase the supply of for-sale housing at prices affordable to the City's low and moderate income workers.
- **Goal 2:** Increase the supply of rental housing affordable to the City's extremely low-income renters and residents with special needs, including persons who are homeless.
- **Goal 3:** Improve the City's sidewalks to make them more accessible to persons with disabilities.
- **Goal 4:** Continue with neighborhood revitalization efforts to improve the condition of housing in low income areas.
- **Goal 5:** Expand higher-paying employment opportunities for the residents of Coeur d'Alene through economic development.
- **Goal 6:** Offer Public Service Program assistance to service organizations supporting low and moderate income residents of Coeur d'Alene.



PY 2021 Project Funding	Projects	Project Status
\$10,000.00	Lake City Center's Meals on Wheels Grant	Completed
\$5,000	Sidewalk Improvement in LMI census tracts	Funds set aside to be used in a future PY as part of 5-year Sidewalk Improvement Plan
\$50,000	Emergency Minor Home Repairs and Accessibility Program (EMRAP)	18 Home Rehabilitation projects completed in PY 2021
\$223,392	Community Opportunity Grants: 60% of Allocation (Includes Public Service Activities capped at 15% annual allocation)	3 Public Facility Grants Awarded  2 Public Service Grants Awarded  1 Economic Development Grant Awarded
\$72,098	Administration (Employee wages and benefits, advertising supplies and fees, brochures, training, travel; Subject to 20% cap of annual allocation budget)	Completed

**Total PY 2021 CDBG Allocation: \$360,490**

## PY 2021 Goals Met & Not Met

### Goals Met in PY 2021:

- **Neighborhood Revitalization**
- **Sidewalk Improvement**
- **Public Service**
- **For-Sale Affordable Housing**
- **Economic Development**

### Goals *Not* Met in PY 2021:

- **For-Rent Affordable Housing**



## 2021 Community Opportunity Grants Awarded

- North Idaho College (**\$25,000**) **Economic Development** grant for microgrant scholarship program;
- Idaho Youth Ranch (**\$39,000**) for **facility rehabilitations** including parking lot repaving, new signage, a new furnace and deck repairs.
- St. Vincent de Paul (**\$60,000**) for a **restroom rehabilitation** project in their H.E.L.P. center.
- TESH (**\$55,319**) for a **restroom remodel** in their main facility that serves disabled citizens of Coeur d'Alene.

### **Public Service Activities were funded as follows:**

- United Way Childcare Scholarship (**\$35,000**)
- CDAIDE Subsistence program (**\$9,073**)



## 2021 Successes and Highlights

- **Awarded \$223,392 in Community Opportunity Grants for PY 2021**
- **Completed 2 PY 2019 Community Opportunity Grants**
  - Idaho Youth Ranch Counseling Position: \$44,000
  - Children’s Village Counseling Position: \$19,391.94
- **Completed 3 PY 2020 Community Opportunity Grants**
  - Lake City Center AED purchase \$2,010
  - 2020 NIC Scholarship program \$30,000
  - Meals on Wheels Annual Grant \$10,000



## 2021 EMRAP Projects

**18 Emergency Minor Home Repair Program (EMRAP) projects completed during Plan Year 2021**

- Heating Systems
- Roofs
- ADA Bathroom Installations
- Electrical/plumbing





## EMRAP Spotlight



← Before  
&  
After →



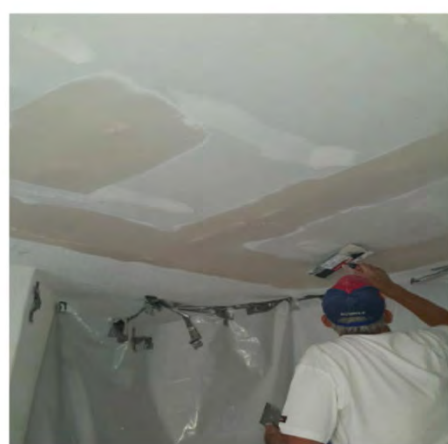
Installation of ADA Accessible tub



## EMRAP Spotlight



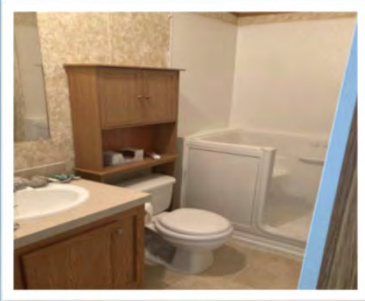
← Before  
&  
After →



Leaking Skylight Removed and Roof Repaired



## EMRAP Projects Completed



ADA Restroom Rehab



HVAC Replacement



Re-Roofing



## Lake City Center Grant \$10,000



Meals on Wheels serves over 67 Coeur d'Alene seniors monthly with their home-delivered meals program.

Serves individuals 60 years of age or older who are frail or homebound due to illness or incapacitating disability.

With the increase in funding, they expected to double that number. Final reports showed 310 seniors were served.



## CDBG COVID-19 Funds

- In 2020, CARES Act Funds were made available to the City in the amount of \$446,799.
- All CDBG-CV funds are for urgent needs and to serve low-mod income individuals.
- CDBG coronavirus response (CDBG-CV) funds are used to prevent, prepare for, and respond to coronavirus.
- Specific activities are eligible for COVID-19 relief per CARE Act and HUD.

## CDBG COVID-19 Projects Completed in PY21

- Lake City Center Air Scrubber purchase
- Idaho Youth Ranch Case Manager Position
- Safe Passage Emergency Sheltering
- St. Vincent de Paul Emergency Sheltering
- Family Promise Emergency Sheltering
- St. Vincent de Paul Entry Door Project
- Four Roots Food Box program

The City continues to manage four open projects using CDBG-CV funds:

- CDAIDE Subsistence program (COMPLETED PY22)
- United Way Childcare Scholarship program
- City Utility Assistance program
- Love Inc. Subsistence program

## St. Vincent de Paul Door Replacement Project



## Four Roots Food Box Project

580 Low and Moderate Income Households Served (2,030 Individuals)



CV-1 Funds	\$199,675.00
CV-3 Funds	\$247,124.00
<b>TOTAL CV Funds</b>	<b>\$446,799.00</b>
General Admin- CV1	\$9,935.00
General Admin - CV3	\$49,424.00
<b>TOTAL Admin</b>	<b>\$59,359.00</b>
<b>Community Opportunity Funds Available</b>	<b>\$387,440.00</b>
Lake City Center Meals on Wheels Expanded	\$3,685.92
Boys and Girls Food Pantry	\$10,000.00
Family Promise Sheltering	\$12,600.00
Safe Passage Sheltering	\$26,145.00
St. Vincent's Homeless Sheltering	\$1,951.80
St. Vincent's Door Project	\$10,507.00
United Way Child Care	\$15,000.00
City Utility Subsistence	\$10,000.00
CDAIDE Rental, Utility, Transportation Subsistence	\$85,000.00
Boys & Girls Academic Support	\$50,000.00
Lake City Center Meals on Wheels Expanded	\$19,662.00
Love, Inc Rental, Utility, Transportation Subsistence	\$20,000.00
Idaho Youth Ranch Case Manager	\$28,000.00
United Way Child Care	\$52,000.00
Lake City Center Air Scrubber	\$5,000.00
Four Roots Food Box Program	\$34,840.00
<b>TOTAL FUNDED PROJECTS</b>	<b>\$384,391.72</b>
<b>REMAINING CV FUNDS</b>	<b>\$3,048.28</b>

## Public Comments To Date

No public comments have been received to date



## Council Actions

- Take public comment on the 2021 CAPER
- Approve submittal of CAPER to HUD for official review

