

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

AGENDA

VISION STATEMENT

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

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

February 18, 2020: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Stuart Bryan with Trinity Church

C. PLEDGE OF ALLEGIANCE:

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

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

F. PRESENTATION:

1. ANNUAL REPORT BY Ignite, CDA

Presented by: Tony Berns, Executive Director

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

G. ANNOUNCEMENTS:

- 1. City Council**
- 2. Mayor – Appointment – Teresa Runge to the Arts Commission**

H. 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 February 4, 2020 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services/Public Works Committee meeting for Monday, February 24, 2020 at 12:00 noon.
5. **Resolution No. 20-009 -**
 - a. Approval and acceptance of a Grant Deed for Water Main and Appurtenances Easement with William L. Sheldon for 2619 W. Seltice Way [V-19-03];
**As Recommended by the City Engineer,
pursuant to Council Action on January 21, 2020**
 - b. Approval of the bid award and Purchase Contract for Mobile data computers, body-worn cameras, and in-car video including installation for the Police Department
As Recommended by the Police Chief
 - c. Declaration of Sole Source purchase of Iteris – Traffic Signal Detection Cameras and Associated Equipment and Siemens – Traffic Signal Controller and Associated Equipment from Western Systems for the Northwest Boulevard Project
**As Recommended by the City Engineer pursuant to
the Procurement Policy adopted via Res. 17-061**

I. OTHER BUSINESS:

1. **Resolution No. 20-010 -** Approval of an amendment to the City’s Classification and Compensation Plan for a New Classification of SCADA Electro Technician, Pay Grade 12.

**Staff Report by: Melissa Tosi, Human Resources Director
and Mike Anderson, Wastewater Superintendent**

2. **Resolution No. 20-011 -** Approval of an amendment to the City’s Personnel Rules; Rule 13, entitled “Transfer, Promotion, Demotion, Reinstatement, Layoffs, and Resignations;” Rule 14, entitled Corrective/Disciplinary Action; Rule 22, entitled “Workplace Discrimination, Harassment and Retaliation,” and creation of a new Rule, entitled “Workplace Violence Prevention and Code of Conduct.”

Staff Report by: Melissa Tosi, Human Resources Director

3. **Resolution No. 20-012 -** Approval of a Memorandum of Agreement for Idaho Disaster Dogs.

Staff Report by: Tom Greif, Deputy Fire Chief

4. **Resolution No. 20-013** - Approval of a Moratorium on the enforcement of Municipal Code 15.24.270 (c).

Staff Report by: Mike Gridley, City Attorney

5. Approval of Community Development Block Grant (CDBG) Community Grant Awards for Plan Year 2019 and providing direction to staff to negotiate contracts with the United Way of North Idaho; Lake City Center; and St. Vincent De Paul.

Staff Report by: Hilary Anderson, Community Planning Director

J. EXECUTIVE SESSION: Pursuant to Idaho Code 74-206 (i) To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

K. RECESS: Recess to February 26, 2020 at noon in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding Envision Coeur d'Alene, Comprehensive Plan Update.

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



Coeur d'Alene

CITY COUNCIL MEETING

February 18, 2020

MEMBERS OF THE CITY COUNCIL:
Steve Widmyer, Mayor
Council Members McEvers, English, Evans, Gookin, Miller, Wood

PRESENTATIONS



To: Mayor & City Council, Coeur d'Alene, Idaho

**From: Scott Hoskins, Chair, ignite cda Board of Directors
Tony Berns, ignite cda Executive Director**

Re: ignite cda 2019 Annual Report

In accordance with annual reporting provisions of the Idaho code (Title 50, Chapter 20), we are pleased to present the following report for the Coeur d'Alene Urban Renewal Agency, dba ignite cda ("Agency"), activities for the period January 1, 2019 through December 31, 2019. Included in this packet is a fiscal year-end 2019 financial statement setting forth the Agency's assets, liabilities, income and operating expenses.

2019 Overview

The following Agency Vision & Mission statements, along with the listed Agency strategic foci, drive the Agency's business model and guide the development of the Board's annual tactical goals:

Vision: to be a catalyst for positive change in the creation of an exemplary 21st Century city; a city in which economic prosperity, quality housing and employment opportunities are available to all.

Mission: to bring together resources to achieve Coeur d'Alene's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, sustainable, superior public open spaces, and quality jobs and housing for all.

ignite cda Strategic (long-term) Goal Foci

(goals are listed in no specific order of importance)

- **Education:**
 - Facilitate the future utilization of the **Higher Education Campus (HEC)** in partnership with the City, UI, NIC, LCSC, Fort Ground Neighborhood, and other community stakeholders.
 - Including possible ignite cda partnership efforts focused on the **“Four (4) Corner Area”** (defined as the area of publicly owned property adjoining the Government Way, Northwest Blvd. & Fort Grounds Drive intersection, north to the Riverstone development).
 - **Support Facilities:** work with NIC, UI, LCSC and other stakeholders to determine the need for possible HEC support facilities both on the HEC and adjacent to the HEC.
 - **Collaborative Education Facility:** **Completed in 2019.** Partnership with NIC, UI, LCSC and the State Division of Public Works.

- **Job Creation & Retention**
 - Continue partnership efforts with Jobs Plus, City of CDA, Kootenai Health, HEC partnership institutions and private employers to facilitate job creation and job retention in support of emerging industries.

- **Housing:**
 - Ignite cda will play a key support role in helping the City achieve its vision for housing in the community, by pursuing housing opportunities in all Agency Districts.
 - Work with The Housing Company and Idaho Housing & Finance Association to evaluate housing opportunities within the ignite cda districts.

- **Public Space: Create New & Enhance Existing Public Space:**
 - Partner with **HEC** stakeholders to identify and develop public space opportunities within the HEC area.
 - Ignite cda will partner with stakeholders to encourage **connectivity** of existing and new public space.
 - Ignite cda will continue efforts to secure long-term public access to the lake and river waterfronts (**e.g. Mill River (Johnson) Park**) and continue to leverage public funds to create new public parks (**e.g. Riverstone Park, Atlas Waterfront Park**).
 - **Seltice Way & Health Corridor** – partner with City and other stakeholders to identify potential opportunities.
 - Continuing Commitments:
 - Continue dialogue with pertinent stakeholders regarding railroad right-of-way property development and connectivity opportunities from the Four Corner area to Mill River.

- **Public Parking:**
 - Ignite cda will help in rationalizing overall parking needs for all Agency Districts (e.g. the Central Business District (CBD), Midtown area, HEC, Health Corridor and Kootenai County campus areas).

- **Midtown Vitalization:**
 - Ignite cda will partner with the City, Midtown property owners, Midtown businesses, Midtown residents, and Midtown stakeholders on opportunities to enhance the vitality of the Midtown area.

- **Downtown Vitalization:**
 - Ignite cda will partner with the City, Downtown property owners, the Downtown Association, Downtown residents and Downtown stakeholders on continued economic support to enhance the vitality of the Downtown.

- **Stimson Mill Site Redevelopment Initiative**
 - Ignite cda will work with the City and other stakeholders on transforming the former mill site area into a vibrant community asset including new waterfront public space and mix-use development supporting residential, commercial, retail and hospitality uses.

- **Health Corridor Urban Renewal District**
 - Ignite cda will work with the City, Kootenai Health and other stakeholders on value creating initiatives within the new Health Corridor District.

- **East Sherman Avenue Initiative**
 - Ignite cda will work with the City and other stakeholders on defining the Agency's possible role in this area of the community.

Following are the Agency's short-term tactical goals designed to help achieve the aforementioned longer-term Agency strategic goals.

Ignite cda Tactical Goals

Theme	Responsibility		(District) & Success Measures
Public Space	Staff & Board	1) 2)	Planning continues for RR r-o-w acquisitions Analyze funding opportunities for public space in all districts
Communication	Staff & Board	1) 2) 3)	Community leaders / stakeholders invited to Board meetings 1 (stretch 2) ULI-Idaho programs held in CDA annually CDA 2030: partner with other stakeholders to implement action plan
Finance	Finance Comm.	1) 2) 3)	Continue frequent review of district economic forecasting models (Lake): Finalize land use planning on remaining Agency properties Analyze opportunities in existing districts and potential district areas
Housing	Staff & Board	2)	Determine opportunities resulting from City's housing assessment update
Jobs	Staff & Board	1) 2)	Continue jobs exploration initiative with partner stakeholders (River): job creation opportunities explored along Seltice

Ignite cda Board

Leadership

Scott Hoskins, Chair

Alivia Metts, Vice Chair

Members

Alivia Metts

Dan English

Brad Jordan

Jim Chapkis

Sarah Garcia

Steve Widmyer

Mic Armon

Scott Hoskins

Brinnon Mandel

2019 Agency Update

The Board's accomplishments in 2019 have produced a strong financial position as reflected in the attached financial statements.

Following are updates to key Agency initiatives:

▪ **Health Corridor District:**

In fiscal year 2019, the Agency accepted the Health Corridor Eligibility Report authored by the Panhandle Area Council. Prior to Agency adoption, the Eligibility Report was accepted by the CDA City Council. The Agency was authorized by the CDA City Council to develop a Health Corridor Urban Renewal Plan ("HC Plan") for the proposed Health Corridor area which would include a Master Plan and Economic Feasibility Study. The Agency hired HDR Engineering, Inc. to develop the Master Plan and to perform the Economic Feasibility Study. The HDR planning documents were completed and delivered to the Agency in September 2019. The HC Plan was approved by the ignite cda board in October 2019 and was sent to the City's Planning Commission for review as to the HC Plan's conformity with the City's Comprehensive Plan. The Planning Commission issued a finding that the HC Plan did conform to the Comprehensive Plan and forwarded the HC Plan to City Council for review. On December 3, 2019 the CDA City Council approved the HC Plan and formation of the Health Corridor Urban Renewal District.

▪ **Property Divestitures**

In 2019, the Agency completed the divestitures of the following surplus properties:

- 311 Lakeside Avenue building/site.
- Prior to 2019, eight of the ten lots in the N. Park Drive subdivision were sold. In 2019, the final two lots were sold. This subdivision initiative involved the trade of the Agency's 515 W. Garden Avenue property for a portion of City owned property along N. Park Drive. The 515 W. Garden Avenue property was converted into public space as part of the Memorial Park project.
- In 2017, the Agency entered discussions with the City of CDA regarding the potential land exchange for Agency owned property located on Young Avenue (south of city hall) for City owned property located adjacent to Tilford Lane in the Riverstone area. The appraised value for the Agency's Young Avenue property was \$960,000. The property exchange discussion focused on the Agency being able to achieve an equitable net value return following the acquisition and development of

the City's Riverstone property. During 2018, the City withdrew its overture re. this potential trade initiative.

2019 Update:

- The Agency board decided to gift and transfer the Young Avenue property assets to the City for use as either public space or for the new location of the Museum of North Idaho.

▪ **Atlas Mill Site Area**

In 2017, the Agency entered discussions with the City of CDA regarding the City's acquisition of a 47+/- acre portion of the former Stimson mill site property owned by a private individual. The 47-acre property, referred to as the Atlas Mill Site Area, was located outside of the Agency's River & Lake Districts. In 2017 the City agreed to allow for the expansion of the River District's boundary to include a portion of the Atlas Mill Site Area, and also agreed to the creation of a new urban renewal district named the Atlas District which would include a portion of the Atlas Mill Site Area as well as the western section of the former Stimson mill site owned by Mr. Douglass. In 2018, the City agreed to also expand the Lake District to include the waterfront portion of the Atlas Mill Site Area. In the spring of 2018, the City purchased the 47-acre Atlas Mill Site Area. In December 2018, the City approved the boundary expansions of the Lake and River Districts, and the creation of the Atlas District.

2019 Update:

- The \$6.3 million Atlas Waterfront Project contract was awarded to T. LaRiviere Construction & Excavation. Completion of the project is expected in the summer of 2020.
- The Phase 1 Atlas Mill Site Development Request for Proposals (RFP) was issued in November 2019 with development proposals due December 20, 2019. Five (5) development proposals were received, and a proposal review team comprised of representatives from ignite cda, City of CDA, Welch-Comer Engineers and Heartland Real Estate Consulting will review/evaluate the submitted proposals.

▪ **Four Corner Master Plan**

In 2017, the Agency agreed to partner with the City of CDA for the next phase of the Four Corner Master Plan initiative: Memorial Park. The Memorial Park project includes construction of public improvements (e.g. re-aligned Memorial Field, new bathrooms, play areas, sport courts, skatepark) in the area bounded by Northwest Boulevard, River Avenue and N. Park Drive. In addition to the public improvements, a 10-lot residential subdivision was created along N. Park Drive.

2019 Update:

- Memorial Park improvements completed.
- All ten of the N. Park Drive subdivision lots were sold by the Agency.
- The Agency approved final funding in the amount of \$1,093,487 for the renovation of the Memorial Field Grandstand in partnership with the City of Coeur d'Alene and North Idaho College. Project completion is scheduled for the spring of 2020.

▪ **Higher Education Campus (HEC) Initiative**

The Agency, in partnership with the City, UI, NIC, LCSC, Fort Grounds Homeowners Association and other community stakeholders, has completed construction of the public infrastructure improvements associated with the HEC initiative. The HEC initiative included new infrastructure (i.e. new roadways, new sewer/water/fiber lines, bike/pedestrian trails) primarily located on the old DeArmond mill site area of the HEC, and two new traffic signals located on Northwest Boulevard; one located at Hubbard Avenue, and one located at River Avenue.

➤ **Collaborative Education Facility:** In 2016, the Agency originally agreed to \$2.5 million in partnership funding for this new facility on the HEC. Half of the funding commitment was budgeted for fiscal year 2017. However, commencement of the project was delayed until fiscal year 2018 with completion scheduled for April 2019. The Agency revised its funding commitment to \$2.3 million due to a favorable bidding environment. Funding partners for this initiative included the State Division of Public Works, UI, NIC, LCSC and the Agency.

2019 Update:

➤ The project was completed in the summer of 2019.

▪ **Midtown “Place Making”**

In 2009, the Agency, in partnership with the City and Midtown stakeholders, completed the 4th Street reconstruction and place making initiative, which laid the foundation for the transformation of a deteriorated section of 4th street (Lakeside Avenue to Harrison Avenue) into a safer, pedestrian friendly, vibrant corridor.

➤ In 2018, the Agency issued a new Request for Proposals (RFP) to developers for a project to be built on 0.53 acres of Agency owned property located at 813-823 N. 4th Street in the Midtown area. The Agency is looking to partner on a project that will create an active street environment, include some element of public space, and enhance the overall vitality of Midtown.

2019 Update:

➤ Two proposals were submitted per the RFP process, and the Agency awarded the project to Midtown Ventures LLC. The Agency entered into an Agreement to Negotiate Exclusively (ANE) with the Midtown Ventures LLC development team that will result in a fair reuse appraisal process and development of a Disposition and Development Agreement (DDA) that will guide the redevelopment of the Agency’s Midtown property assets. Plan is for the mix-use (retail/commercial/residential) project to begin construction in 2020.

▪ **North Idaho Centennial Trail Foundation (NICTF) Partnership**

Background: In December of 2006, the Agency loaned funds to the NICTF to acquire a 5.25-mile section of abandoned Union Pacific (UP) railroad right of way, stretching from the Riverstone development, past the Kroc Community Center, ending at Meyer Road (“Prairie Trail”). The Prairie Trail asset was the collateral for the Agency loan. Via a land trade process, the following transactions were proposed:

➤ *Bureau of Land Management (BLM) would assume ownership and long-term management responsibility for the Prairie Trail pedestrian/biking corridor.*

- *NICTF would gain ownership of the BLM-controlled Burlington Northern Santa Fe (BNSF) abandoned railroad right of way in downtown Coeur d'Alene along Northwest Boulevard.*
- *The Agency would have the right to acquire the BNSF railroad right of way property from the NICTF.*

In 2012, the Agency was notified by the BLM that the BLM was withdrawing from their commitment to trade railroad property assets with the NICTF, thus making the Agency's 2006 proposed trade agreement with NICTF unattainable. The Agency and the NICTF entered into a loan settlement agreement in December 2012 which ended the Agency's commitment to the 2006 proposed land acquisition/exchange transaction. Via the loan settlement agreement, the NICTF turned the Prairie Trail property asset over to the Agency via a quitclaim deed in an 'as is' condition to satisfy its obligations under the existing loan arrangement. The Agency then simultaneously transferred the Prairie Trail asset in an 'as is' condition to the City of CDA via a quitclaim deed.

- **2019 Update:** The BLM's BNSF asset is now part of the Four Corners Master Plan area to which the Agency in 2016 contributed \$1.6 million in partnership funding for the Mullan Road project component and an additional \$1.9 million during 2017/2018 in partnership funding for the next phase of the Four Corner Master Plan initiative: Memorial Park and the new skateboard park. In 2019, the Agency approved final funding in the amount of \$1,093,487 for the renovation of the Memorial Field Grandstand in partnership with the City of Coeur d'Alene and North Idaho College.

- **Urban Land Institute (ULI)**

The Agency continued its sponsorship of the ULI "Emerging Trends in Real Estate" program, coordinated by ULI's Idaho chapter, to continue efforts of strengthening ULI's knowledge sharing efforts in northern Idaho. ULI, known as the community development industry's "University without Walls", brings a wealth of knowledge to many community development issues.

- **Riverstone West Phase 2 Improvement Reimbursement Agreement (IRA)**

The Agency entered an \$823,058 IRA with the Riverstone West development team pertaining to the construction of public infrastructure improvements associated with the building of the John Loop and Suzanne roadways located in the Riverstone West section of the Agency's River District.

- During 2019, new building construction continued in the Riverstone West Phase 2 area.

- **The Lake Apartments Project**

In 2016, the Agency conditionally approved The Lake Apartments Improvement Reimbursement Agreement (IRA) in an amount not to exceed \$568,750 for project related public improvements. The Lake Apartments project has created 40+ new quality rental apartments on a deteriorated site across the street from the CDA Public Library. Construction of The Lake Apartments began in late 2017 and was completed in 2019.

- **2019 Update:**

- An IRA is still being evaluated by the development team.

- **The “Coeurllaborate” Project**

In 2016, the Agency conditionally approved the “Coeurllaborate” mix use project Improvement Reimbursement Agreement (IRA) in an amount not to exceed \$680,000 for project related public improvements. Components of the mix-use project include a 112 room Marriott Fairfield Inn & Suites, and commercial pads fronting Northwest Boulevard. Construction of the project was scheduled to begin in 2017. At the December 2018 board meeting, the ignite cda board decided to rescind the conditional IRA commitment to this project unless the developer pulled a building permit by December 31, 2018.

2019 Update:

➤ In 2019, the Agency rescinded the conditional “Coeurllaborate” IRA due to the developer’s failure to secure a building permit for the project.

- **Seltice Way Revitalization / Reconstruction**

In 2016, the Agency approved \$4.56 million in partnership funding for the City of CDA’s revitalization / reconstruction initiative of the portion of Seltice Way located within the Agency’s River District, beginning near the Prairie Trail underpass at Riverstone extending west to the City of Huetter. Project construction began in the spring of 2017 and was near completion in the fall of 2018.

2019 Update:

➤ Seltice Way Project was officially completed.

- **Riverstone, Riverstone West Phase 1 & Mill River Owner Participation Agreements (OPAs)**

The Agency’s OPA involving the Riverstone West Phase 1 initiative continued in 2019. The Riverstone and Mill River OPAs have been retired. These mix-use projects have reclaimed brown field sites along the Spokane River creating public space (in the form of new public parks), jobs, and live-work-recreate mix-use development amenities for the community.

- **Coeur d’Alene Downtown Association Partnership**

During 2019, the Agency continued efforts to strengthen the economic viability of the downtown core via a partnership with the Downtown Association. The Agency Board approved a fiscal year 2019 \$18,750 downtown event contract with the Downtown Association for their “Events” program (e.g. parades, Car d’Lane, Ironman, street fair).

- **Communications / Outreach**

The Agency continued its communication outreach efforts in 2019 primarily by utilizing the strength of the Agency’s website (www.ignitecda.org). Additionally, the Agency continued its communication strategy by inviting stakeholders to Agency board meetings and continued outreach efforts to the Coeur d’Alene community through presentations, videos and visits with interested target audiences.

The Agency, in partnership with the CDA Chamber of Commerce, has Teree Taylor as a part time online communication technical specialist. Ms. Taylor, who is employed by

the CDA Chamber of Commerce, provides technical website and graphic design expertise to the Agency and the Chamber.

▪ **Key Partnerships**

During 2019, the Agency Board continued efforts to strengthen partnerships with key organizations and community stakeholders including: City of Coeur d'Alene, Kootenai County, Jobs Plus, Downtown Association, CDA Chamber of Commerce, Area & Regional Developers, Kootenai Health and Educational Institutions.

▪ **Lake District Strategic Property Portfolio**

The Agency has previously purchased certain real property as identified in Exhibit A to the annual report. The Agency intends to take advantage of these strategically located properties to achieve strategic goals within the Agency's Lake District. While some of these properties have been owned for more than three years, the Agency is committed to move forward with planned redevelopment initiatives in an expeditious manner subject to market conditions and initiative timing. Since 2014, the Agency has divested properties that no longer serve a potential strategic use for the Agency.

Looking Forward to 2020 and Beyond

As shared earlier in this report, the Agency Board has established long-term strategic goals for the Agency Districts. The Agency utilizes tactical goals to help achieve the strategic goals.

Summary

The Agency Board of Commissioners believes in continuous improvement, and thus continues to refine the Agency's business model. The Agency's presence, practices and functionality continues to be recognized by community leaders as both a key economic development catalyst for the Coeur d'Alene area, as well as an organization that creates great overall public value for the citizens in the community.

Exhibit A

Year-End 2019

Lake District Strategic Property Portfolio

813-821 N. 4th Street
839 3rd / 845 4 th St. Lots
823 N. 4th Street
RR r-o-w: west of Beebe

FINANCIAL STATEMENTS

Audited

Fiscal Year 2019 Year End Balance Sheet

&

Fiscal Year 2019 Year End Income Sheet

ignite cda

GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
For the Year Ended September 30, 2019

	Lake District	River District	Total Governmental Funds
REVENUES			
Tax increment revenue	\$ 4,674,833	\$ 1,407,807	\$ 6,082,640
Rental income	21,099	-	21,099
Miscellaneous income	27	-	27
Penalties and interest on past due property taxes	28,922	10,313	39,235
Interest earnings	16,689	7,439	24,128
Total revenues	<u>4,741,570</u>	<u>1,425,559</u>	<u>6,167,129</u>
EXPENDITURES			
Current:			
Arts	94,574	28,695	123,269
Communications	1,073	1,073	2,146
Dues and subscriptions	5,400	5,400	10,800
Insurance	3,109	3,109	6,218
Miscellaneous	-	3,024	3,024
Office overhead	3,950	3,951	7,901
Partnership initiatives	43,750	-	43,750
Professional services	556,228	69,612	625,840
Project reimbursements	89,274	574,082	663,356
Property management	29,246	-	29,246
Public improvements	3,814,939	679,861	4,494,800
Travel and meetings	2,083	2,084	4,167
Wages, benefits and payroll taxes	96,323	96,324	192,647
Debt service:			
Interest	195,558	8,053	203,611
Principal payments	3,506,110	-	3,506,110
Capital outlay:			
General government	857,234	-	857,234
Total expenditures	<u>9,298,851</u>	<u>1,475,268</u>	<u>10,774,119</u>
EXCESS/(DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES	<u>(4,557,281)</u>	<u>(49,709)</u>	<u>(4,606,990)</u>
OTHER FINANCING SOURCES			
Proceeds from sale of assets	1,650,267	-	1,650,267
Proceeds from debt financing	2,206,500	57,000	2,263,500
Total other financing sources	<u>3,856,767</u>	<u>57,000</u>	<u>3,913,767</u>
NET CHANGE IN FUND BALANCES	(700,514)	7,291	(693,223)
FUND BALANCES, beginning of year	<u>5,628,219</u>	<u>3,399,182</u>	<u>9,027,401</u>
FUND BALANCES, end of year	<u>\$ 4,927,705</u>	<u>\$ 3,406,473</u>	<u>\$ 8,334,178</u>

ignite cda

**GOVERNMENTAL FUNDS
BALANCE SHEET
September 30, 2019**

	<u>Lake District</u>	<u>River District</u>	<u>Total Governmental Funds</u>
ASSETS			
Cash and cash equivalents	\$ 4,329,033	\$ 3,404,950	\$ 7,733,983
Property taxes receivable	223,082	101,455	324,537
Other receivables	-	200	200
Restricted cash - bond reserve	622,877	-	622,877
Total assets	<u>\$ 5,174,992</u>	<u>\$ 3,506,605</u>	<u>\$ 8,681,597</u>
LIABILITIES			
Accounts payable	\$ 25,346	\$ -	\$ 25,346
Accrued payroll and taxes	3,796	-	3,796
Due to other governments	354	341	695
Total liabilities	<u>29,496</u>	<u>341</u>	<u>29,837</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue- property taxes	<u>217,791</u>	<u>99,791</u>	<u>317,582</u>
Total deferred inflows of resources	<u>217,791</u>	<u>99,791</u>	<u>317,582</u>
FUND BALANCES			
Restricted	<u>4,927,705</u>	<u>3,406,473</u>	<u>8,334,178</u>
Total fund balances	<u>4,927,705</u>	<u>3,406,473</u>	<u>8,334,178</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 5,174,992</u>	<u>\$ 3,506,605</u>	<u>\$ 8,681,597</u>



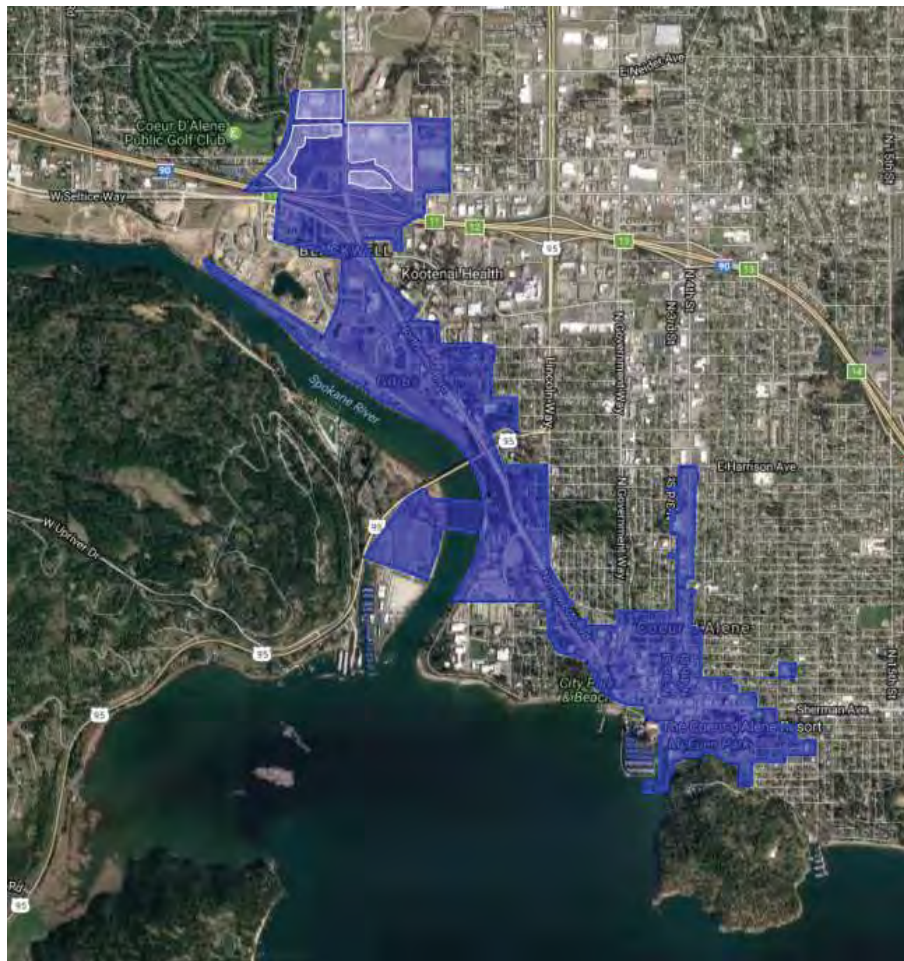
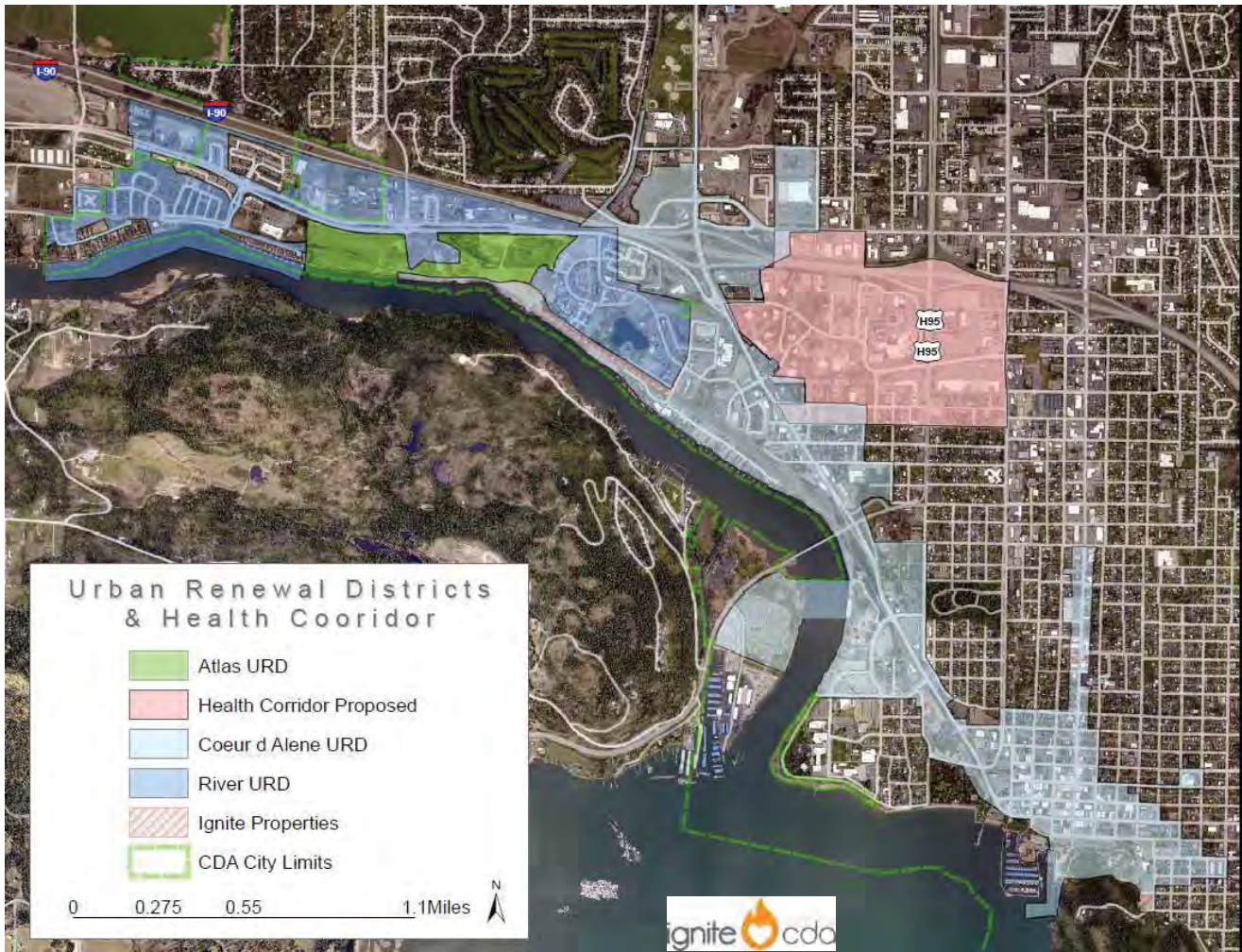
2019 ANNUAL REPORT
PRESENTATION TO
COEUR D'ALENE CITY COUNCIL

February 18, 2020

ignite cda

City of CDA's Redevelopment Agency

- ❖ Agency formed by Mayor / Council in 1997
- ❖ Lake District established in 1997 (Sunsets in 2021)
- ❖ River District established in 2003 (Sunsets in 2027)
- ❖ Atlas District established in 2018 (Sunsets in 2038)
- ❖ Health Corridor District established in 2019
(Sunsets in 2039)



Lake District:
Post De-Annexation
Sunsets in 2021



River District:
Post De-Annexation
Sunsets in 2027

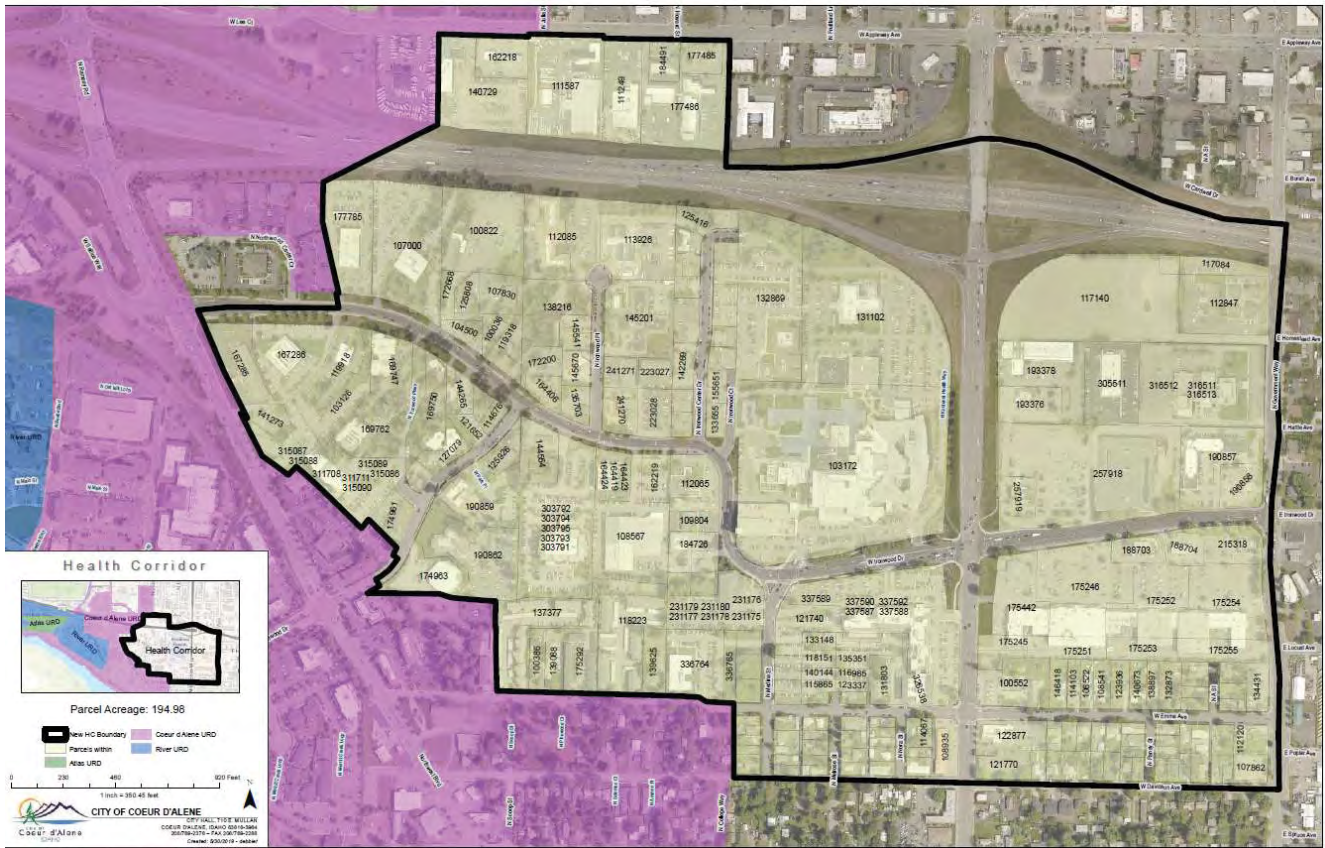


Expanded River District

Expanded Lake District

Atlas District (green area): **Sunsets in 2038**





Health Corridor District – Sunsets in 2039



ignite cda – Vision & Mission

VISION is to be a catalyst for positive change in the creation of an exemplary 21st Century city; a city in which economic prosperity, quality housing and employment opportunities are available to all.

Our MISSION is to bring together resources to achieve Coeur d'Alene's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, sustainable, superior public open spaces, and quality jobs and housing for all.



ignite cda Board of Commissioners

Scott Hoskins: Chair

Alivia Metts: Vice-Chair

Brad Jordan

Mic Armon

Steve Widmyer

Jim Chapkis

Sarah Garcia

Dan English

Brinnon Mandel

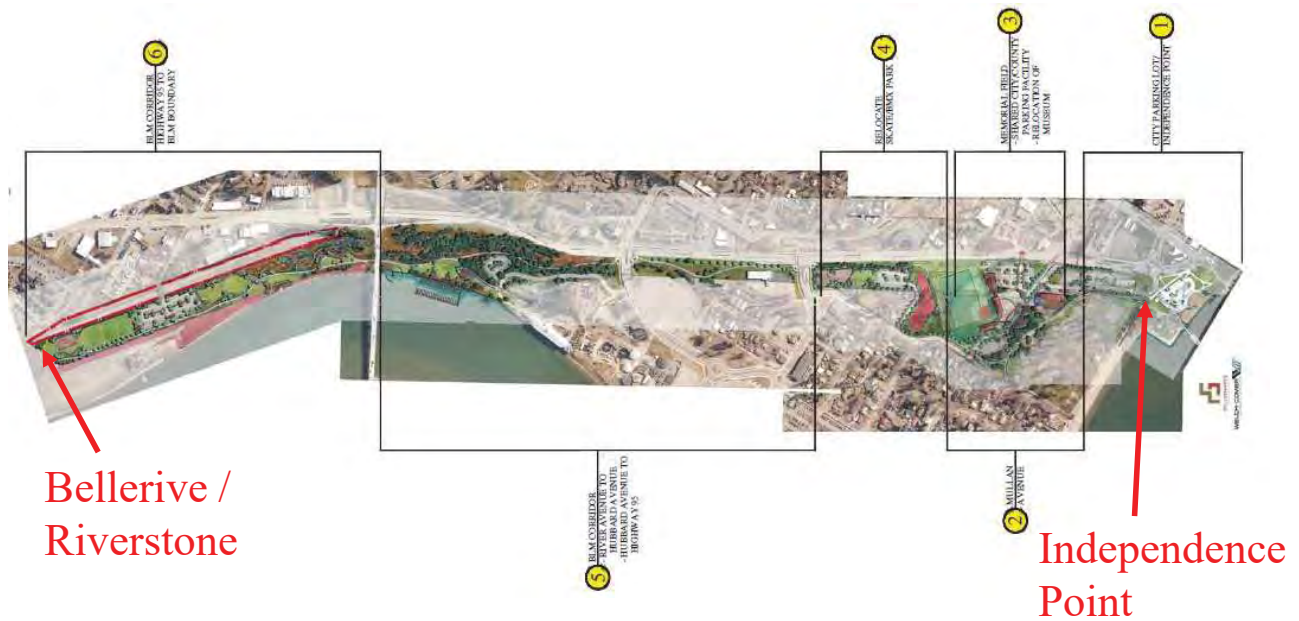


ignite cda Initiatives: Updates

- **Four Corner Master Plan**
- **Higher Education Campus Initiative**
- **Downtown Parking Facility**
- **Stimson Mill Site**
- **Health Corridor**
- **Re-Development Initiatives**
- **Seltice Way Revitalization**
- **Urban Land Institute (ULI)**
- **CDA Downtown Association**



Four Corner Master Plan



Total Planning Cost: \$118,220

ignite cda Partnership Funding Level: \$88,665 (75%)



Corner of NW Blvd & Fort Grounds Dr. – Kerr Oil Building





Corner of NW Blvd & Fort Grounds Dr. – Kerr Oil Tanks 



Johnston Building & Railroad Right-of-Way 

Ignite cda Partnership Funding: \$1.6 Million

UNDERGROUND SERVICE ALERT
 ONE-CALL NUMBER
811
 CALL TWO BUSINESS DAYS
 BEFORE YOU DIG



“Mullan Road” Element of Four Corner Master Plan



Four Corner Master Plan Area – “Memorial Park” Property Trade

Ignite cda Partnership Funding: \$1.9 Million



“Memorial Park” Area Element of Four Corner Master Plan

Partnership Funding 2019: ignite cda: \$1M; NIC Funding: \$150K



“Memorial Park” Area Element: Memorial Field Grandstand



Memorial Park - Completed

ignite  cda

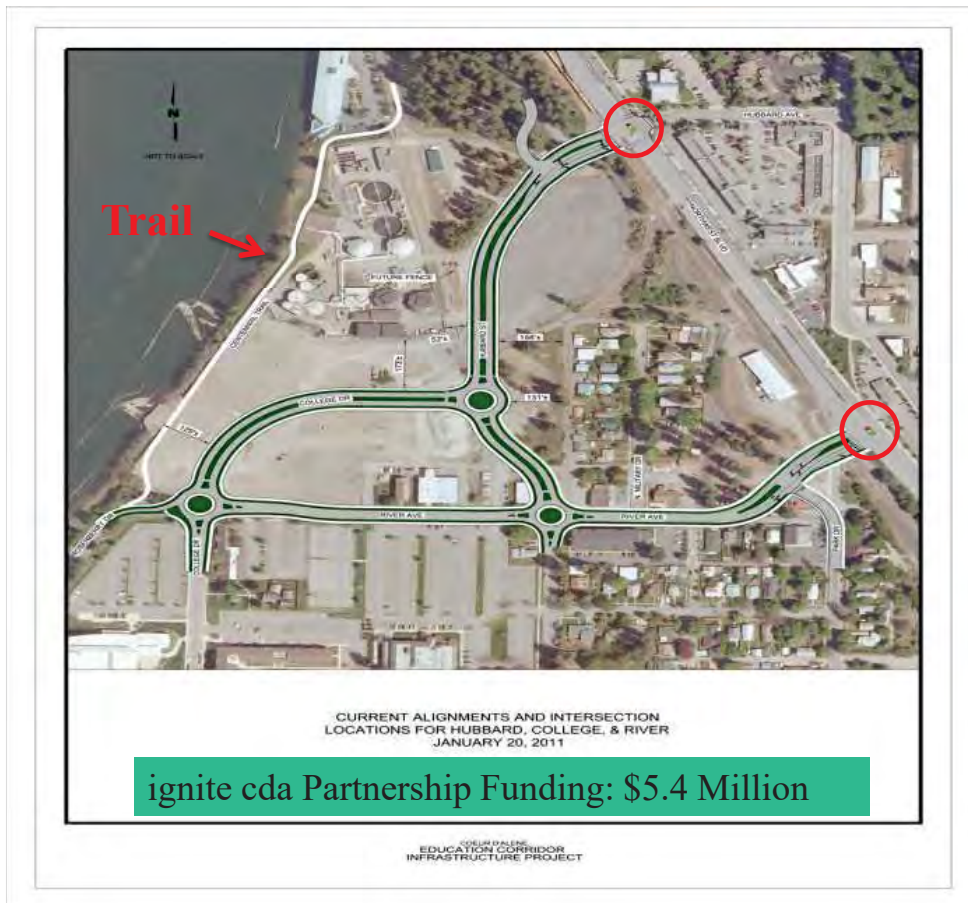
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ignite  cda



Higher Education Campus: Former DeArmond Mill Site (Blue Boundary)



Partners:

- ignite cda
- City of CDA
- NIC
- UI
- LCSC
- Fort Ground Homeowners

Higher Education Campus - Public Infrastructure Improvements (2011 & 2012)





Higher Education Campus: Round A-Bout



Higher Education Campus: Round A-Bout





Higher Education Campus – Roadway



Higher Education Campus – New River Front Trail



Project Construction Cost: \$7.5 Million
Project Partners: UI, NIC, LCSC, BSU, ISU, ignite cda, State DPW
ignite cda Partnership Funding: \$2.3 Million
Project Timeline: Bidding - February 2018; Occupancy – Summer 2019



Higher Education Campus – NICE (N. Idaho Collaborative Education) Facility



Higher Education Campus – DeArmond College and University Center





Higher Education Campus – DeArmond College and University Center



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Contractor: T. LaRiviere Equipment & Excavation
Project Cost: \$7.6M
Project Scope: 4.5 levels, 350 +/- spaces
Project Completed: November 2018

Parking Garage Conceptual



Parking Garage – 3rd & CDA





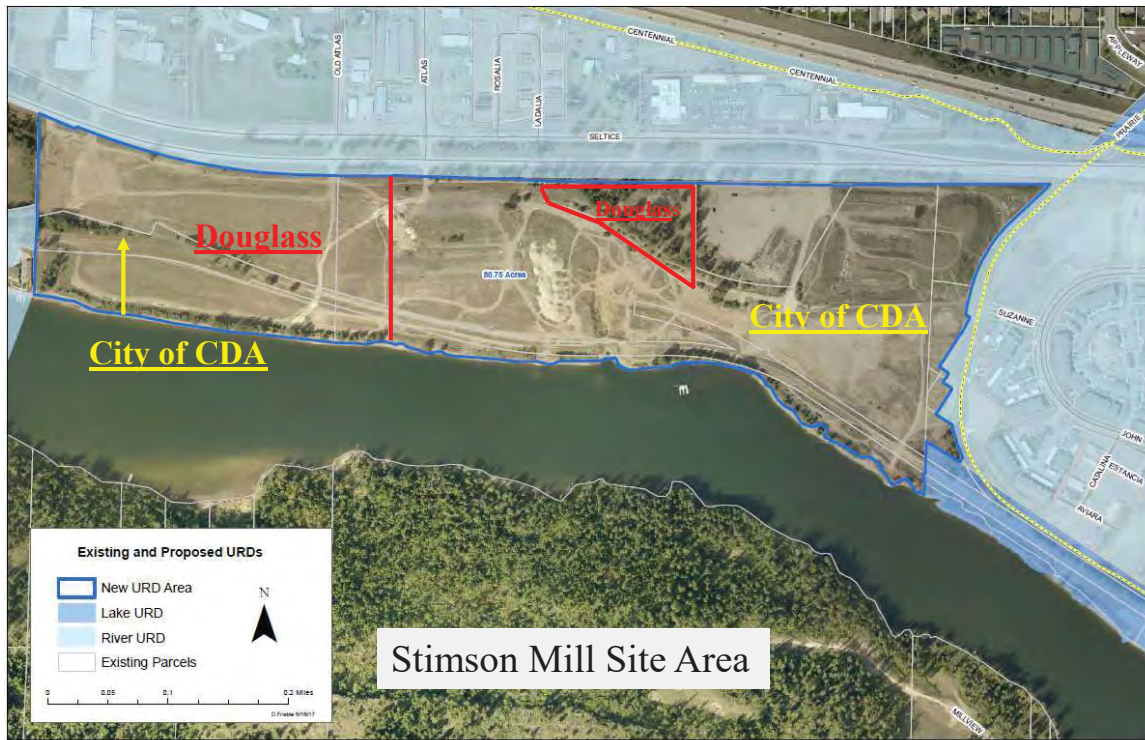
Parking Garage – 4th & CDA



ignite cda Initiatives: Updates

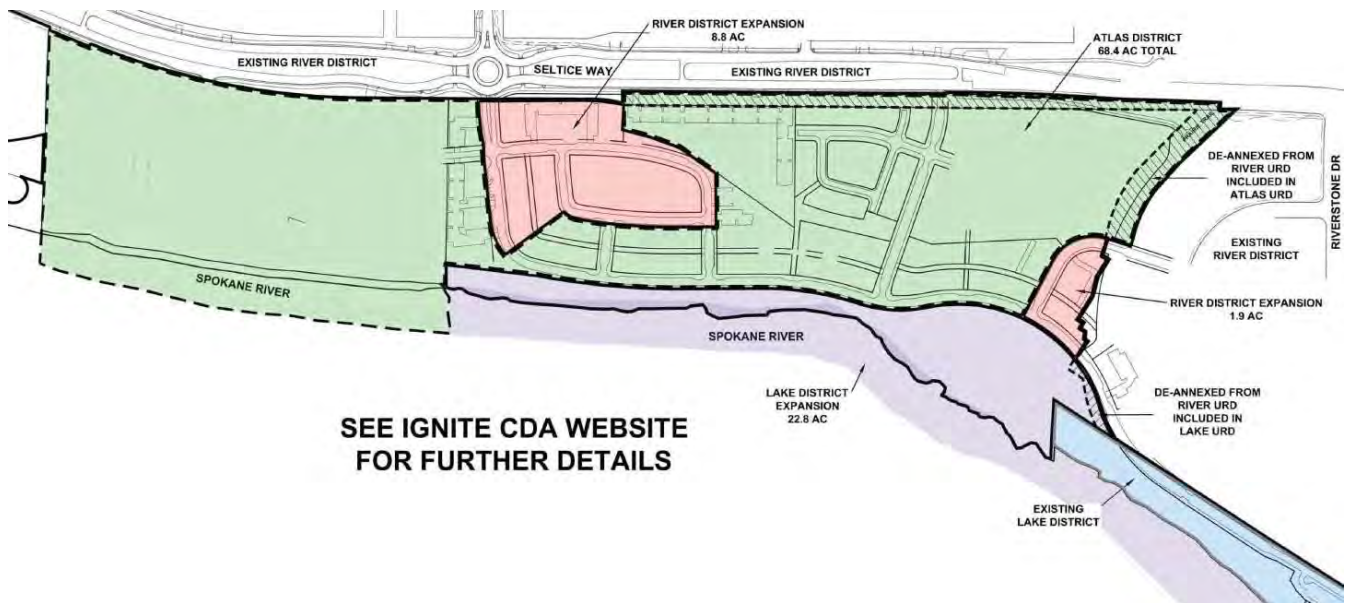
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ignite cda Consultant Team for Stimson Mill Site Planning Initiative:

- Welch Comer Engineers
- Heartland, Seattle (Real Estate Economics)
- GGLO Architects, Seattle

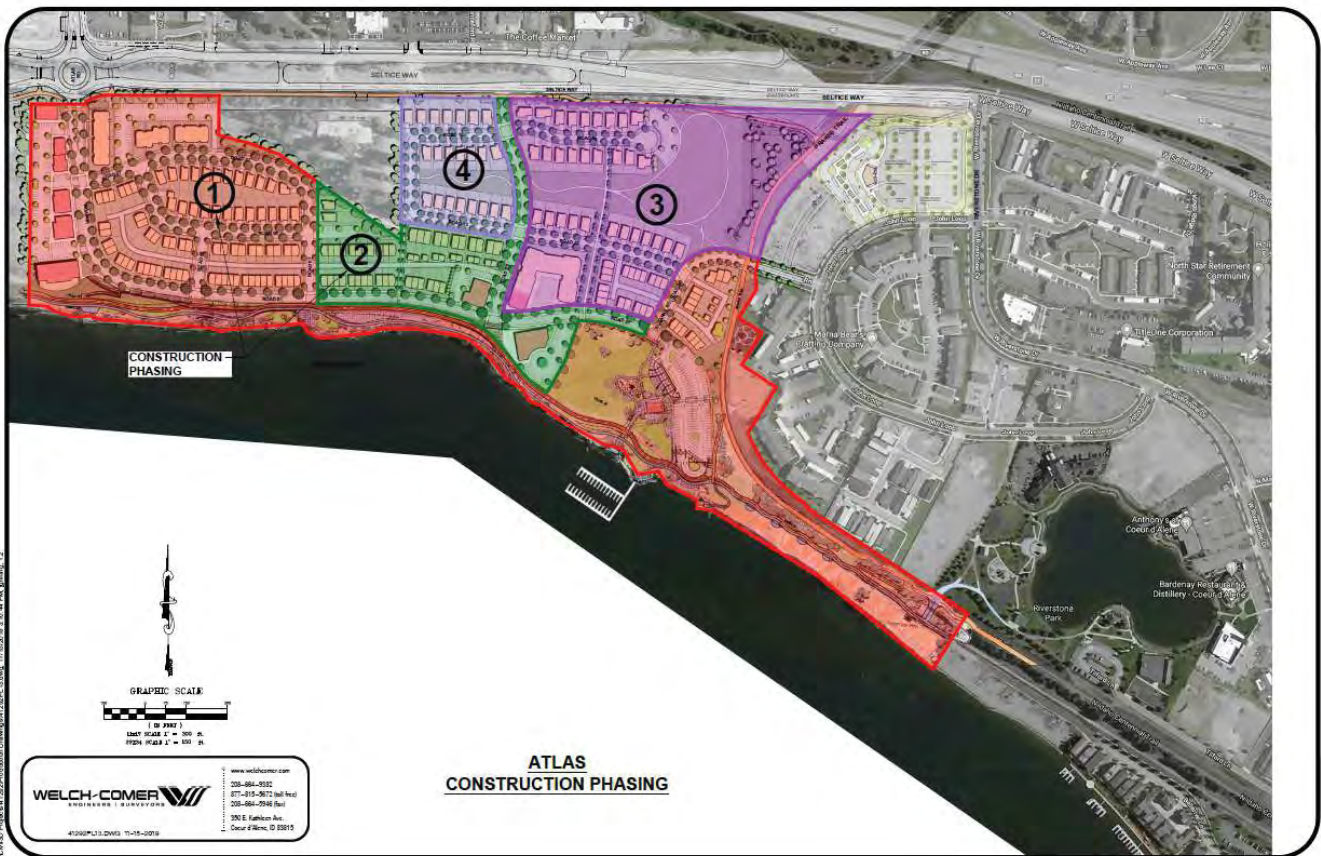


ignite cda Districts Within Stimson Mill Site





Site Plan (10/2019 Update) for City Owned Atlas Area



Phasing Development Plan for City Owned Atlas Area





Atlas Waterfront Public Space Project



Atlas Waterfront Public Space Project



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Riverstone Area - 1990



Riverstone West - March 2004



Riverstone (Original) = Red
Riverstone West = Yellow

Brown Field Redevelopment



Mill River (1950): Public/Private Partnership



Mill River (Johnson) Park

Tax Increment Financing:
Reimbursement Agreement

© 2016 Google





Midtown RFP Project Area: ignite cda Ownership Depicted in Red

Adjacent Ignite cda Surface Parking Lot Ownership Depicted in Blue



Young Avenue Property: Gift to City : Before



Young Avenue Property: Gift to City: Transition



Young Avenue Property: Gift to City: Current



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Partnership Project: Seltice Way Revitalization



Project completed fall, 2018



Partnership Project: Seltice Way Revitalization



Partnership Project: Seltice Way Revitalization



Additional Past Partnership Projects:

- **McEuen Park**
- **Kroc Center**
- **McEuen Terrace**
- **Chamber of Commerce Building**
- **Ice Plant Townhomes**
- **Parkside**
- **CDA Public Library**
- **Northwest Place**
- **Sorenson Magnet School**
- **Mill River Seniors**
- **Circuit @ Seltice**



ignite cda Initiatives: Updates

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2019 > ignite cda Strategic Priorities

Education

➤ All Districts

➤ Lake District

Higher Education Campus - Continue partnership with the City, UI, NIC, LCSC, Fort Ground Neighborhood, and other community stakeholders.

- Four Corners Master Plan
- Support Facilities



2019 > ignite cda Strategic Priorities

Housing

Play a key support role in helping the City achieve its vision for housing in the community, by pursuing opportunities in all ignite cda districts.



2019 > ignite cda Strategic Priorities

Public Space

McEuen Park / Higher Education Campus & Four Corner Area / Atlas Site / Health Corridor / Connectivity

Successes / Continuations:

- CDA Public Library
- Kroc Community Center
- Prairie Trail & Centennial Trail
- Secure long-term public access to the lake and river waterfronts (e.g. [Mill River \(Johnson\) Park, Atlas Mill Site](#))
- Continue to leverage public funds to create new public parks (e.g. [Riverstone Park, Memorial Park, Atlas Waterfront Park](#))



2019 > ignite cda Strategic Priorities

Job Retention / Job Creation

Continue partnership efforts with Jobs Plus, City of CDA, Kootenai Health, HEC partnership institutions and private employers to facilitate job creation and retention in support of emerging industries.



2019 > ignite cda Strategic Priorities

Public Parking

ignite cda will help in rationalizing overall parking needs in all districts, specifically the Central Business District (CBD), Midtown, HEC and Health Corridor.



2019 > ignite cda Strategic Priorities

Midtown

Continue efforts with the City, Midtown property owners, Midtown businesses, and other Midtown stakeholders to identify opportunities to enhance the vitality of the Midtown area.



2019 > ignite cda Strategic Priorities

Downtown

Continue partnership with the City, Downtown property owners, the Downtown Association, and Downtown stakeholders on continued economic support to enhance the vitality of the Downtown.



ignitecda.org

ANNOUNCEMENTS

Memo to Council

DATE: February 12, 2020

RE: Appointments to Boards/Commissions/Committees

The following reappointments is presented for your consideration for the February 18th Council Meeting:

TERESA RUNGE

Arts Commission

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Amy Ferguson, Arts Commission staff support

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

February 4, 2020

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 February 4, 2020 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Wayne Foil with Hayden Bible Fellowship provided the invocation.

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

Mayor Widmyer noted that Item 3, under Other Business, "Objection to amendment to the site plan of the Riverstone transit center which would allow overnight parking and storage of vehicles and buses," has been resolved and, therefore, removed from the agenda.

Councilmember Gookin stated that he is the liaison to KMPO, and was part of the committee when the Riverstone Transit Center was originally proposed. One of the questions asked was would there be bus storage on-site. The answer was no bus storage would be on-site. Fast forward to last month and bus storage was going to be on site at the Riverstone Transit Center (RTC) which surprised everyone, so KMPO had a public comment period and the City decided to add a public comment which has to come to council for a decision, and that was the Item 3 on the agenda tonight, which is a letter stating the City would prefer that buses be stored off-site. The Mayor worked with the Commissioners and Transportation authorities and was assured by County Commissioner Fillios that there will be no bus storage at the RTC site. As a result, no letter of comment is needed.

PUBLIC COMMENTS: Russ McLain, Hayden, commented that Chris Fillios was trying to reel in a nice business to our area from Portland, Oregon. One of the hiccups was the college graduation rates not being what they should be and the area not having the talent. There is a group on Facebook, "Kootenai County Young Professionals," and they showcase people weekly. He said that he thought it should be categorized within Jobs Plus to make it accessible.

Mr. McLain also addressed Christie Wood regarding a cartoon referring to human rights and said that it blows his mind that people go right to homosexuality. He commented that there is a lady at Coeur d' Alene Honda that people won't do business with because she's either Mexican or Muslim, but she's really from the Blackhawk Tribe in Lewiston and that fits into human rights too. He suggested that they could expand on that and get the word out that they are more than what they want to think and that they help lots of people have a life here.

Councilmember English commented that the tracking of the potential hires sounds good but if he was an employer of one of those existing people, he might not be wild about having them on a list to be recruited to somewhere else.

CONSENT CALENDAR:

1. Approval of Council Minutes for the January 21, 2020 Council Meeting.
2. Approval of Bills as Submitted.
3. Setting of General Services/Public Works Committee meeting for Monday, February 10, 2020 at 12:00 noon.
4. Approval of SS-19-12, Creston Estates: Final Plat
5. **Resolution No. 20-007 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AND ACCEPTING A UTILITY EASEMENT GRANTED BY THE RIVIERA WALK HOMEOWNERS' ASSOCIATION, INC.**

MOTION: Motion by Gookin, seconded by Wood to approve the Consent Calendar as presented, including Resolution No. 20-007 **Motion carried.**

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

ANNOUNCEMENTS:

Councilmember Evans said that the Arts Commission is currently reviewing and updating the Art Ordinance and it will be coming before the council soon. She wished City Attorney Mike Gridley a "Happy Birthday."

Councilmember Miller announced that a Trustee position is open on the Library Board and if anyone is interested, they can contact Amy Ferguson at the City for an application and job description.

RESOLUTION NO. 20-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AND ACCEPTING A UTILITY EASEMENT FOR WATER LINE AND AN EASEMENT AND SERVICE AGREEMENT WITH ASPEN HOMES AND DEVELOPMENT, LLC.

STAFF REPORT: Water Superintendent Terry Pickel noted that as part of the 2012 Water Department Comprehensive Plan Update to keep up with the city's growth and infrastructure replacement, the Water Department needs to update the Blackwell Booster Station which is outdated and has become costly to maintain. The transmission line running uphill from the station to Fairmont Loop is unserviceable by the City Water Department due to its location and steep grade. The booster station, as it currently stands, does not supply the required amount of fire flow to our customers. The Water Department has made multiple repairs and upgrades to this site to keep it running, including installation of a temporary pump outside of the building to keep up with demand until a leak could be located and repaired. There would be no financial effect to our customers or the City. The City would provide and install four, 3/4" inch water services to each of the four residential lots to be formed from the Aspen Homes Property in trade for a new booster station site and a 20-foot public utility easement that would better suit the needs of the Water Department in updating the Blackwell Booster Station. Currently, the City has a booster station that can't meet the required fire flow and it is becoming a financial liability. The remote location of the booster site and transmission line need to be relocated due to access, grade and lack of an easement, and will require the installation of a new booster station and transmission line in a more desirable location that can be properly accessed and maintained. The new location would provide better access for a future storage facility.

DISCUSSION: Councilmember McEvers asked if the City was responsible to provide fire suppression since it is out of the city limits. Mr. Pickel said that, yes, the City is obligated to do that when they supply water. Councilmember McEvers also asked if that area will develop in the future and, if so, would the City have to supply water? Mr. Pickel said not necessarily. Councilmember Gookin continued the discussion by questioning why the City would provide water to parcels outside the city limits when a policy is in place that they have to annex prior to receiving services. Mr. Pickel explained that it is part of the agreement and they would not force them to annex at this time. The policy does allow for services outside the city limits if they are not contiguous. One of the parcels is not and an exception is being made to allow for the new transmission line and easement.

MOTION: Motion by English, seconded by McEvers to approve **Resolution No. 20-008;** Approving and accepting a Utility Easement for Water Line and approval of an Easement and Service agreement with Aspen Homes and Development, LLC.

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

ATLAS ROAD SURFACE TRANSPORTATION BLOCK GRANT PROGRAM.

STAFF REPORT: City Engineer Chris Bosley noted that much of Atlas Road remains as a rural road and has not been updated to an urban street design pursuant to City standards. The street requires maintenance in terms of regular patching and pothole filling, particularly south of Hanley Avenue. The corridor is a critical industrial corridor. The City's desire is to reconstruct Atlas Road into a 3-lane urban section, complete with curb, gutter, and stormwater swales. KMPO is currently requesting applications for funding transportation projects. In January,

Council approved a contract with J-U-B Engineers to perform a preliminary budget evaluation. The contract will help earn the City additional points on the funding application and give them a more accurate depiction of costs and impacts, particularly right-of-way and utility. J-U-B has fast-tracked the budget estimate in order to give the City a budget-level cost for the project, enabling the City to apply for the Surface Transportation Block Grant. If awarded the grant, a 7.34% local match would be required for design, construction, and right-of-way acquisition. It is estimated that the cost would be approximately \$337,000, which represents the required 7.34% match. Mr. Bosley noted that a portion of the City's match requirement for the project would be due at the design phase, which is expected to occur in fiscal year 2024-25. The remainder would be due prior to construction, which is estimated to occur in 2027. Funding for the project is expected to be financed through impact fees and approval of the agreement will allow staff to submit the funding application. Actual construction, if awarded, would be within the next several years.

DISCUSSION: Councilmember English stated he drives Atlas a couple of times a day and it will be terrific; however, the 2027 date is a long time and he asked if the date could be changed to an earlier year. City Engineer Chris Bosley stated that there is an opportunity that KMPO and ITD can move dollars around as funding becomes available and that sometimes projects have to take a back seat. He also noted that projects are always shifting around and this plan is the longer-range plan. Mr. Gookin stated that often they look for a shovel ready plan and if the City has the plan drawn, they would be considered shovel ready. So, if a project falls through, they look for ones that are ready to go. Councilmember Wood asked Mr. Bosley how much of the \$300,000 would the City need to come up with and how long would the City be on the hook for it? Mr. Bosley stated it would need to be 20% or less of the design and right-of-way acquisition and be close to 2026, and that money can come from impact fees but they are planning for the funds to be there when needed. Councilmember McEvers asked what the picture for the project is; i.e., will it be a four-lane highway with a left turn? Mr. Bosley clarified it will be one lane in each direction and a continuous left turn lane.

MOTION: Motion by Gookin, seconded by McEvers to authorize staff to proceed with applying for an Atlas Road Surface Transportation Block Grant Program. **Motion carried.**

LEGISLATIVE PUBLIC HEARING TO SEEK PUBLIC COMMENTS FOR THE CDBG ANNUAL ACTION PLAN FOR FY 2020.

STAFF REPORT: Community Planning Director Hilary Anderson explained that the Annual CDBG Action plan acts as a way to set the budget. She noted that 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 an Annual Action Plan (AAP), including inviting the public to attend a public forum, prior to drafting the plan, to identify needs and then allowing the public four weeks to review and comment on the posted draft plan. The 2020 Annual Action Plan Forum was held on Dec. 4, 2019 in the Coeur d'Alene Library Community Room and had 15 attendees. Four weeks of public comment were held between January 7, 2020 and February 4, 2020, culminating in an opportunity for the public to comment at today's Public Hearing. The draft 2020 AAP was advertised to the public in the following ways: Coeur d'Alene Press notice, CDA TV ad, City social media, website updates, and emails to 185 community

stakeholders. The draft 2020 AAP outlines how the City intends to spend its CDBG funds and fulfill its program reporting requirements. The only public comments received on the 2020 AAP were from Jody Bieze, Kootenai County, related to mobility and public transit which was incorporated into the plan. Authorization of this item will allow staff to submit the 2020 Annual Action Plan to HUD for official review. Pending acceptance of this Plan by HUD, staff will move forward in implementing the agreed upon goals and funding suggestions. The Plan Year 2020 allocation is estimated (based on the prior year) to be \$329,815. Should there be an increase or decrease in funding by 20% a new budget will be created and be made available for public comment, and brought before Mayor and Council for final approval.

DISCUSSION: Councilmember Wood asked if there was ever any carryover of funds. Ms. Anderson stated that administrative funds can't be carried over and would need to be used each year. Administrative funds cover staff, benefits for the Community Development Specialist and doing plans if they have to hire a consultant to evaluate fair housing, as well as travel and training. The other funds can roll over but there is a timeliness test so they cannot have more money in the pot than HUD allows. When looking at grants, they want to make sure they can spend it down so they are not in violation of HUD requirements. Councilmember English asked if any ideas are concrete for affordable housing. Ms. Anderson stated that the community opportunity grants is where they could have somebody come to them and apply for funds. However, because they do not have a lot of money in the CDBG, they would have to balance that out. Mr. Gookin asked if it would cover the Lake City Center's "Meals On Wheels" program. Mr. McEvers stated that it covers a portion of it. Ms. Anderson followed up by stating there are options on how the funds are used, and some examples are housing vouchers for home repair, providing financial counseling, public infrastructure such as sidewalks, and educational training on finance management. Mayor Widmyer asked if the estimated grant amount is greater, is there an opportunity to increase the categories and would they need to come to council to amend the estimate. Ms. Anderson explained that if it were 20% more than what they are anticipating, they would come back to Council for approval. Mayor Widmyer asked if the dollar amount comes in greater than the \$329,000, could they increase amounts for the Lake City Senior Center. Ms. Anderson said that if council wants to increase the amount for the Lake City Senior Center, they can certainly increase that in the line item and would come back to council for approval.

PUBLIC COMMENTS: Mayor Widmyer opened public comments and, hearing none, public comments were closed.

MOTION: Motion by Miller, seconded by McEvers to approve the Community Development Block Grant Annual Action plan for Plan Year 2020. **Motion carried.**

MOTION: Motion by Gookin, seconded by McEvers, to enter into Executive Session pursuant to Idaho Code 74-206 (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

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

The City Council entered into Executive Session at 6:50 p.m. Those present were the Mayor, City Council, City Administrator, Deputy City Clerk, and City Attorney. Council returned to regular session at 7:25 p.m.

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

The meeting adjourned at 7:25 p.m.

ATTEST:

Steve Widmyer, Mayor

Kelley Setters,
Deputy City Clerk


JAN - 9 2020

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

CITY CLERK

FUND	BALANCE 12/31/2019	RECEIPTS	DISBURSE- MENTS	BALANCE 1/31/2020
<u>General-Designated</u>	\$1,630,577	\$34,353	\$33,017	\$1,631,913
<u>General-Undesignated</u>	3,998,390	15,189,893	4,068,162	15,120,121
<u>Special Revenue:</u>				
Library	(155,587)	950,302	143,942	650,773
CDBG	(6,306)	22,854	2,457	14,091
Cemetery	111,042	46,137	64,889	92,290
Parks Capital Improvements	1,571,589	8,327	101,856	1,478,060
Impact Fees	3,797,846	88,404	300,000	3,586,250
Annexation Fees	94,439	147		94,586
Cemetery P/C	1,394,122	3,690	2,265	1,395,547
Jewett House	33,042	1,051	901	33,192
Reforestation	26,593	41		26,634
Street Trees	209,919	4,526	1,625	212,820
Community Canopy	3,392	85	248	3,229
Public Art Fund	92,165	5,073		97,238
Public Art Fund - ignite	499,714	776		500,490
Public Art Fund - Maintenance	134,154	208	1,163	133,199
<u>Debt Service:</u>				
2015 G.O. Bonds	107,302	477,838		585,140
<u>Capital Projects:</u>				
Street Projects	1,389,009	364,105	699,862	1,053,252
Atlas Waterfront Project	-			-
<u>Enterprise:</u>				
Street Lights	131,603	49,053	59,691	120,965
Water	3,401,102	321,177	647,698	3,074,581
Water Capitalization Fees	7,367,381	43,542	1,936	7,408,987
Wastewater	9,356,753	879,630	759,783	9,476,600
Wastewater - Equip Reserve	1,117,712	27,500		1,145,212
Wastewater - Capital Reserve	1,500,000			1,500,000
WWTP Capitalization Fees	2,393,693	61,492	3,305	2,451,880
WW Property Mgmt	60,668			60,668
Sanitation	1,627,637	369,227	366,294	1,630,570
Public Parking	243,917	57,269	11,673	289,513
Drainage	1,040,581	90,229	18,835	1,111,975
Wastewater Debt Service	1,071,168	265,775	264,111	1,072,832
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	250,323	234,782	250,323	234,782
Police Retirement	906,869	14,605	14,970	906,504
Sales Tax	2,110	1,586	2,127	1,569
BID	262,027	4,377		266,404
Homeless Trust Fund	767	477	767	477
GRAND TOTAL	<u>\$45,665,713</u>	<u>\$19,618,531</u>	<u>\$7,821,900</u>	<u>\$57,462,344</u>

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



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FOUR MONTHS ENDED
 January 31, 2020

RECEIVED

JAN - 9 2020

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2020	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$254,425	\$77,719	31%
	Services/Supplies	11,400	1,151	10%
Administration	Personnel Services	209,521	70,067	33%
	Services/Supplies	7,200	783	11%
Finance	Personnel Services	679,466	216,248	32%
	Services/Supplies	518,050	236,199	46%
Municipal Services	Personnel Services	1,273,999	429,670	34%
	Services/Supplies Capital Outlay	546,375	284,583	52%
Human Resources	Personnel Services	328,696	109,922	33%
	Services/Supplies	71,823	30,760	43%
Legal	Personnel Services	1,240,704	426,464	34%
	Services/Supplies	51,153	27,061	53%
Planning	Personnel Services	675,488	208,209	31%
	Services/Supplies Capital Outlay	297,800	60,690	20%
Building Maintenance	Personnel Services	383,106	108,471	28%
	Services/Supplies	172,875	66,546	38%
	Capital Outlay	120,000	96,400	80%
Police	Personnel Services	14,216,783	4,790,919	34%
	Services/Supplies	1,617,216	409,908	25%
	Capital Outlay	140,161	14,954	11%
Fire	Personnel Services	9,911,402	3,623,998	37%
	Services/Supplies	641,095	132,264	21%
	Capital Outlay	23,000	22,224	97%
General Government	Services/Supplies	125,750	1,526,590	1214%
	Capital Outlay		302,998	
Police Grants	Personnel Services		22,743	
	Services/Supplies			
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		2,809	
	Capital Outlay			
Streets	Personnel Services	3,086,704	1,049,176	34%
	Services/Supplies	1,797,404	270,059	15%
	Capital Outlay	155,000	161,095	104%
Parks	Personnel Services	1,684,388	473,127	28%
	Services/Supplies	687,150	144,057	21%
	Capital Outlay	126,000	21,000	17%


CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FOUR MONTHS ENDED
 January 31, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2020	PERCENT EXPENDED
Recreation	Personnel Services	556,208	185,166	33%
	Services/Supplies	196,280	29,985	15%
	Capital Outlay	9,500		
Building Inspection	Personnel Services	898,321	293,680	33%
	Services/Supplies	41,256	6,847	17%
	Capital Outlay	24,233	(1,248)	-5%
Total General Fund		<u>42,779,932</u>	<u>15,933,293</u>	<u>37%</u>
Library	Personnel Services	1,353,266	448,579	33%
	Services/Supplies	252,500	84,470	33%
	Capital Outlay	180,000	46,757	26%
CDBG	Services/Supplies	597,467	42,243	7%
Cemetery	Personnel Services	190,877	54,344	28%
	Services/Supplies	105,950	25,886	24%
	Capital Outlay	72,800	41,626	57%
Impact Fees	Services/Supplies	360,000	238,052	66%
Annexation Fees	Services/Supplies	99,000	99,000	100%
Parks Capital Improvements	Capital Outlay	564,500	603,037	107%
Cemetery Perpetual Care	Services/Supplies	191,500	50,376	26%
Jewett House	Services/Supplies	28,853	2,398	8%
Reforestation	Services/Supplies	5,000		
Street Trees	Services/Supplies	104,000	3,465	3%
Community Canopy	Services/Supplies	2,000	248	12%
Public Art Fund	Services/Supplies	369,300	26,587	7%
		<u>4,477,013</u>	<u>1,767,068</u>	<u>39%</u>
Debt Service Fund		<u>878,932</u>		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FOUR MONTHS ENDED
January 31, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2020	PERCENT EXPENDED
Seltice Way	Capital Outlay		15,275	
Seltice Way Sidewalks	Capital Outlay	63,986		
Traffic Calming	Capital Outlay	8,472		
Kathleen Avenue Widening	Capital Outlay	445,000		
US 95 Upgrade	Capital Outlay	226,839	224,100	
15th Street	Capital Outlay	53,015		
Industrial Park Loop & Atlas	Capital Outlay	804,500	354,389	44%
Downtown Signal Imprvmnts	Capital Outlay	10,000	25,618	256%
Atlas Waterfront Project	Capital Outlay			
NW Blvd Traffic Signals	Capital Outlay		62,014	
		<u>1,611,812</u>	<u>681,396</u>	<u>42%</u>
Street Lights	Services/Supplies	706,000	170,264	24%
Water	Personnel Services	2,166,893	714,141	33%
	Services/Supplies	4,778,418	393,126	8%
	Capital Outlay	7,676,000	983,333	13%
Water Capitalization Fees	Services/Supplies	3,900,000		
Wastewater	Personnel Services	2,911,298	833,430	29%
	Services/Supplies	6,874,376	762,143	11%
	Capital Outlay	4,710,000	494,352	10%
	Debt Service	2,176,363	264,111	12%
WW Capitalization	Services/Supplies	1,250,000		
Sanitation	Services/Supplies	3,959,644	1,167,303	29%
Public Parking	Services/Supplies	1,351,011	510,363	38%
	Capital Outlay	24,000		
Drainage	Personnel Services	118,155	39,917	34%
	Services/Supplies	798,391	93,055	12%
	Capital Outlay	905,000	259,402	29%
Total Enterprise Funds		<u>44,305,549</u>	<u>6,684,940</u>	<u>15%</u>
Kootenai County Solid Waste		2,885,000	721,032	25%
Police Retirement		184,241	60,798	33%
Business Improvement District		176,000	40,000	23%
Homeless Trust Fund		4,800	1,635	34%
Total Fiduciary Funds		<u>3,250,041</u>	<u>823,465</u>	<u>25%</u>
TOTALS:		<u>\$97,303,279</u>	<u>\$25,890,162</u>	<u>27%</u>

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



Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

RECEIVED


JAN - 9 2020

CITY CLERK

City of Coeur d Alene
Cash and Investments
1/31/2020

Description	City's Balance
U.S. Bank	
Checking Account	1,906,268
Checking Account	36,724
Investment Account - Police Retirement	892,462
Investment Account - Cemetery Perpetual Care Fund	1,394,122
Idaho Central Credit Union	
Certificate of Deposit	264,325
Idaho State Investment Pool	
State Investment Pool Account	52,713,350
Spokane Teacher's Credit Union	
Certificate of Deposit	252,967
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	<u><u>57,462,344</u></u>

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



Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

RESOLUTION NO. 20-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE FOLLOWING CONTRACT AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE: APPROVAL AND ACCEPTANCE OF A GRANT DEED FOR WATER MAIN EASEMENT AND APPURTENANCES WITH WILLIAM L. SHELDON FOR 2619 W. SELTICE WAY [V-19-03]; APPROVAL OF BID AWARD AND PURCHASING CONTRACT WITH PCN STRATEGIES, INC., FOR MOBILE DATA COMPUTERS, BODY WORN, CAMERAS, AND IN-CAR VIDEO, INCLUDING INSTALLATION, FOR THE POLICE DEPARTMENT; AND APPROVAL FOR SOLE SOURCE PURCHASE OF TRAFFIC SIGNAL EQUIPMENT FROM WESTERN SYSTEMS FOR THE NORTHWEST BOULEVARD TRAFFIC SIGNALS NEAR I-90.

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

- A) Approval and acceptance of a Grant Deed for Water Main Easement and Appurtenances with William L. Sheldon for 2619 W. Seltice Way [V-19-03];
- B) Approval of bid award and Purchasing Contract with PCN Strategies, Inc., for mobile data computers, body worn, cameras, and in-car video including installation for the Police Department; and
- C) Approval for Sole Source Purchase of Traffic Signal Equipment from Western Systems for the Northwest Boulevard traffic signals near I-90.

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 contract and take the other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" through "C" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract and the other actions so long as the substantive provisions of the contract 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 contract and other documents as may be required on behalf of the City.

DATED this 18th day of February, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

CITY COUNCIL STAFF REPORT

DATE: February 18, 2020
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Approval of Grant Deed for Water Main and Appurtenances Easement at 2619 W. Seltice Way.**

DECISION POINT

Staff is requesting the City Council to approve the Grant Deed for Water Main and Appurtenances Easement from William L. Sheldon, Grantor, at 2619 W. Seltice Way.

FINANCIAL ANALYSIS

There will be no cost to the City for this grant of this Easement.

PERFORMANCE ANALYSIS

The Water Department has stated that they need this easement. Attached are the Grant Deed and the Easement for approval. The signed agreement will allow the vacation on Seltice to be completed.

RECOMMENDATION

Staff recommends the approval of the Grant Deed for Water Main and Appurtenances Easement from William L. Sheldon, Grantor, at 2619 W. Seltice Way.

GRANT DEED
FOR WATER MAIN AND APPURTENANCES

KNOW ALL MEN BY THESE PRESENTS that William L. Sheldon, whose address is 4826 W. Foothill Drive, Coeur d'Alene, Idaho 83814, hereinafter referred to as "**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, whose address is 710 Mullan Avenue, Coeur d' Alene, Idaho 83814, hereinafter referred to as "**GRANTEE**," receipt of which is acknowledged, does hereby grant, quitclaim, and convey unto the **GRANTEE**, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of water facilities and appurtenances, over and through the following described property in Kootenai County, to wit:

HIDDEN FALLS, TAX # 24091 [IN LTS 3, 4, BLK 1],
In Section 8, Township 50 N, Range 4 W

TO MAINTAIN AND/OR USE a water pipeline(s), together with such fixtures and appurtenances, at such locations and elevations as **GRANTEE** may now or hereafter determine in its sole discretion without any additional compensation therefore, together with the right to use this easement for access to **GRANTEE'S** right-of-way situated in adjacent lands, without any additional compensation therefore, upon, along, over and under the right-of-way described below, to wit:

See attached "Exhibit A" incorporated herein.

GRANTOR, and his heirs, successors and assigns, shall not erect or construct or permit to be erected or constructed any building, fence, structure, or improvement, or to plant any tree or trees or any other vegetation or flora excepting grass within said easement, or increase or decrease the existing ground elevations without the express written approval of the **GRANTEE** as evidenced by the signature of the City Engineer on an approved plan. **GRANTOR**, and his heirs, successors and assigns shall not dig or drill any hole or wells on any portion of the easement.

GRANTOR agrees that no other easement or easements shall be granted on, under, or over this easement without obtaining the prior written consent of **GRANTEE**.

GRANTEE may at any time increase its use of the easement, change the location of pipe or other facilities within the boundaries of the easement, or modify the size of existing facilities or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to **GRANTOR** or **GRANTOR'S** heirs, successors, or assigns, provided **GRANTEE** does not expand its use of the easement beyond the easement boundaries described above.

EXHIBIT 'A'

Water Line Easement Legal Description

A strip of land 20 feet wide across parcel of land located in the Southeast Quarter of the Southwest Quarter of Section 3, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, being 10.00 feet wide on each side of the following described centerline, more particularly described as follows:

Commencing at the southeast corner of Southwest Quarter of Section 3, Township 50 North, Range 4 West, Boise Meridian, Idaho, from which the southwest corner of the Southwest Quarter of said Section 3, bears North 89° 11' 14" West, a distance of 2650.35 feet as shown on Record of Survey recorded in Book 23, Page 452, records of Kootenai County, Idaho;

thence North 00° 05' 54" West, a distance of 25.87 feet;

thence North 00° 08' 50" East, a distance of 32.21 feet to the **Point of Beginning**;

thence North 89° 08' 07" West, a distance of 235.70 feet;

thence South 46° 59' 46" West, a distance of 13.71 feet;

thence North 89° 31' 50" West, a distance of 166.42 feet;

thence South 45° 29' 26" West, a distance of 10.00 feet;

thence South 00° 29' 26" West, a distance of 15.21 feet to the **Point of Terminus**;

lengthening and shortening the side lines of said strip so as to terminate on the southerly and easterly boundaries of Kootenai County Parcel No. C-000-003-7130

Containing 8,821 square feet or 0.20 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcels.

END OF DESCRIPTION

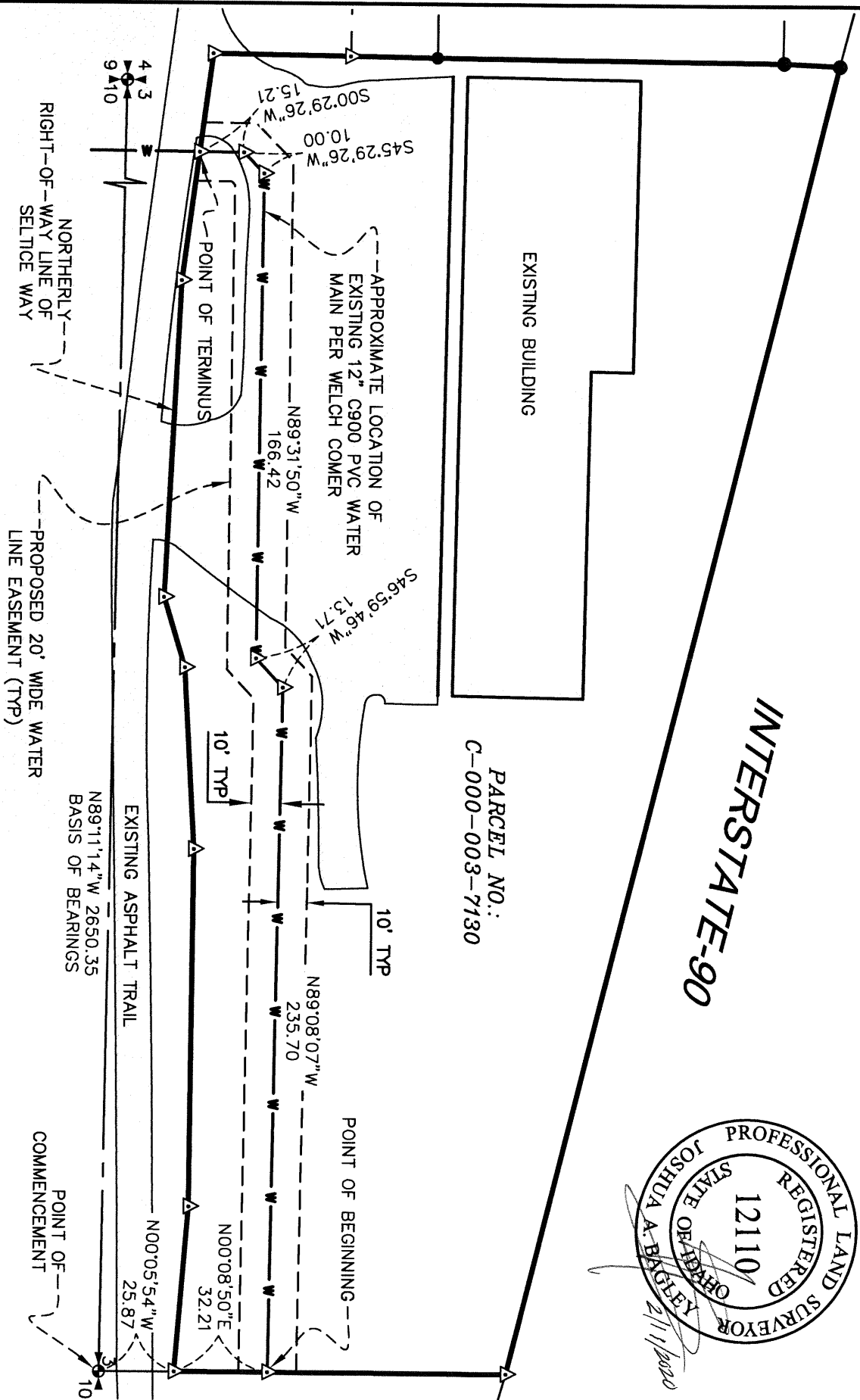
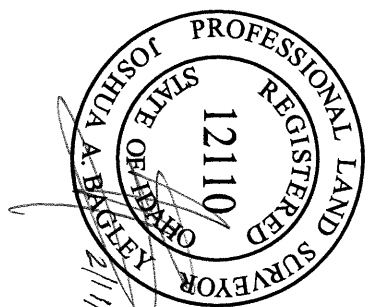
Prepared by this office:

h2 Surveying, LLC



INTERSTATE-90

EXISTING BUILDING
PARCEL NO.:
C-000-003-7130



SELTICE WAY



SHEET #
1 OF 1
PROJECT #
2019-004
DATE
2/11/2020
S. 12 / T. 25 N. / R. 44 E.
City of Spokane Valley, WA
Resolution No. 20-009

EXHIBIT
WATER LINE EASEMENT

SURVEYED h2
DESIGNED h2
DRAWN rnh
CHECKED alm

SURVEYORS • ENGINEERS
PO Box 2916
Hayden, Idaho 83835
Phone: (208) 772-6600
www.h2survey.com



**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: 2/7/2020
FROM: Lt. Bill Tilson Jr.
SUBJECT: Purchase 28 laptop computers, 18 in-car video systems, and 36 Body worn Cameras

=====

DECISION POINT: Staff requests that Council allow the Coeur d’Alene Police Department purchase Getac equipment to include 28 Getac V110 laptop computers, 18 Getac DVR / in-car camera systems, and 36 Getac BWC systems including mounting hardware, required software, and extended warranties from PCN, the lowest bidder.

HISTORY: Mobile data networking systems have been in use with the Police Department since 2004. The Department has relied on Coban all in one computer / video systems and Viewu Body Worn cameras since 2012 and 2014. However, Coban no longer manufactures / supports the model used and Viewu was purchased by another company and service is reducing. Many of the existing cameras are starting to break more frequently and are in need of replacement. In addition, some of the systems will soon be out of CJIS compliancy, which allows officers to access vital data in the field.

FINANCIAL ANALYSIS: The replacement of this equipment has been forecasted and be completed in phases due to the cost of the equipment. 10 of the laptop computers will be funded with the already approved and accepted 2019 JAG grant.

In addition, the Department was approved in the FY 19-20 budget to purchase 14 systems to retrofit existing patrol vehicles and 4 systems to equip new vehicles along with 2 body worn cameras per unit to issue to officers assigned to the new equipment.

This project was put out to bid in December with the guidance of Ms. Renata McLeod to comply with Idaho Code. Six vendors submitted bids; only 2 met the complete bid requirements which were CDW and PCN. PCN was the lowest bidder at \$196,510.53 for all the needed equipment.

PERFORMANCE ANALYSIS: The Department was diligent in looking at several vendors to ensure the expectations were met / exceeded. This included Panasonic, Axon, and Watchguard. Other companies reviewed could not meet expectations / features already in use by the Department. Others required expensive contracts to utilize their cloud-based services that were too cost-inhibitive. Some of the companies still required a different vendor for the laptop computers. Getac was the only company that was willing to integrate with our existing digital evidence retention program, known as Viper. Also, City IT has worked with the Department’s IT staff to ensure secure uploading could occur and works with the existing infrastructure with Getac. In addition, Getac was the only company that could offer a “black box” feature much like our “fail safe” program that allows the video system to record much like a surveillance camera to capture video at all times the system is on.

In addition, PCN has been used in the past for other technology purchases. They have completed the necessary contract to complete this order. They have also supplied the proper tax documentation.

DECISION POINT/RECOMMENDATION: Staff requests that the Council allow the Police Department to accept the PCN bid and purchase Getac equipment to include 28 Getac V110 laptop computers, 18 Getac DVR / in-car camera systems, and 36 Getac BWC systems including mounting hardware, required software, and extended warranties.

Purchasing Contract

MOBILE DATA COMPUTERS, BODY WORN CAMERAS AND IN-CAR VIDEO INCLUDING INSTALLATION EQUIPMENT

THIS AGREEMENT, made and entered into this 17th day of January, 2020, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner," and PCN Strategies, Inc., a corporation duly organized and existing under and by virtue of the laws of the District of Columbia, with its principal place of business at 1612 K Street NW Suite 802, Washington, District of Columbia 20006, hereinafter referred to as the "Vendor."

1. **Statement of Work:** The Vendor shall furnish labor, material and equipment for, and perform the work described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:
 - a. Bid Proposal
 - b. Minimum Specifications
 - c. Agreement
 - d. Non-Collusion Affidavit
 - e. Notice of Award
2. **Amount of Contract:** In the amount of: \$ **196,510.53**
3. **Indemnification and Risk of Loss:** Vendor shall indemnify, defend, save and hold harmless Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Vendor, its servants, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. Vendor shall bear the risk of loss until Owner takes physical possession of the goods.
4. **Independent Vendor:** In all matters pertaining to this agreement, Vendor shall be acting as an independent Vendor, and neither Vendor, nor any officer, employee or agent of Vendor will be deemed an employee of City. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.
5. **Method of Payment:** Vendor will invoice the City of Coeur d'Alene for all amounts owed under this Agreement. Owner will pay all invoices within forty five (45) days after receipt.
6. **Notices:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

OWNER

City of Coeur d'Alene
Police Department
3818 Schreiber Way
Coeur d'Alene Id. 83815

VENDOR

Name: PCN Strategies, Inc.
Address: 1612 K Street NW Suite 802
Washington, District of Columbia
20006
United States

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

7. **Attorney Fees:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.
8. **Time is of the Essence:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
9. **Force Majeure:** Any delays in or failure of performance by Vendor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Vendor, including but not limited to, acts of God or public enemies; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Vendor. In the event that any event of force majeure as herein defined occurs, Vendor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.
10. **Assignment:** It is expressly agreed and understood by the parties hereto, that Vendor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.
11. **Discrimination Prohibited:** In performing the Services required herein, Vendor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical disability.
12. **Compliance with Laws:** In performing the scope of services required hereunder, Vendor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

13. **Termination for Cause:** If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Vendor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the Vendor, and the Owner may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Owner from the Vendor is determined. This provision shall survive the termination of this Agreement and shall not relieve the Vendor of its liability to the Owner for damages, provided that the amount of such damages shall not exceed the total compensation provided for in Section 2 of this Agreement.

14. **Vendor to Pay or Secure Taxes:** The Vendor in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Vendor's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that City of Coeur d'Alene may withhold from any payment due the Vendor hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Vendor is liable.
15. **Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
16. **Non-Appropriation:** Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days' notice.
17. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
18. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Coeur d'Alene.

19. **Approval Required:** This Agreement shall not become effective or binding until approved by the City of Coeur d'Alene.
20. **Acceptance and Final Payment:** Upon receipt of notice that the material and/or equipment is ready for final acceptance and inspection, the Owner's representative will make such inspection and when he finds the work acceptable and the contract fully performed he will have the Vendor issue a final payment request.
21. **Delivery Time:** Delivery shall be on or before: **Getac Video – Approx. 3-4 weeks once PO is received. Getac V110 – Approx. 3-6 weeks once PO is received.**
22. **Guarantee:** Vendor will guarantee their product will meet or exceed the minimum specifications set forth in their proposal. If the Owner finds that the product delivered does not conform to these specifications, the Vendor will be required, at their expense, to make all corrections necessary to bring the unit into compliance.
23. **Warranty:** Vendor shall warranty all supplied products for full, new product replacement against defects in materials. Should the product be deemed defective by Owner, Vendor shall replace defective product at no cost or delay of time to Owner.

IN WITNESS WHEREOF, the City and the Vendor have executed this Agreement as of the date first above written.

**CITY OF COEUR D’ALENE
KOOTENAI COUNTY, IDAHO**

VENDOR

By: _____
Steve Widmyer, Mayor

By: PCN Strategies, Inc.
Its: *Erin Vance*

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: February 18, 2020
FROM: Chris Bosley – City Engineer
SUBJECT: Approval for Sole Source Purchase of Traffic Signal Equipment for the Northwest Boulevard traffic signals near I-90.

=====

DECISION POINT:

Staff is requesting a declaration by Council of a sole source purchase for traffic signal equipment for the six Northwest Boulevard traffic signals from Lakewood Drive to Golf Course Drive.

HISTORY:

The City is in the process of taking over control from the Idaho Transportation Department for the signal operations on Northwest Boulevard/Ramsey Rd. from Lakewood Drive to Golf Course Drive. City Council approved the Memorandum of Understanding for this transfer in October 2019. In order to take control of the corridor, the signal equipment must be replaced with the type that the City uses for the rest of the signals, City-wide. Signal detection that has failed or is near the end of its expected life must also be replaced. The City, therefore, intends to purchase the needed traffic signal equipment from Western Systems to be utilized for traffic signal upgrades. All our equipment is manufacturer-specific in order to maintain compatibility between the component parts and availability of service. Many of the component parts are configured to operate with other specific component parts, making it infeasible to accept substitutes from different manufacturers that would inevitably occur through the bidding process. With regards to the signal equipment specifically, service for the controllers, detection, and related signal logic equipment is provided by the supplier. So, it is critical that the supplier be located close to Coeur d'Alene in order to provide timely response to equipment failures. Western Systems has local service representatives, and in addition, all of the existing signal equipment is serviced by them.

FINANCIAL ANALYSIS:

The City's investment in this project of approximately \$160,000, together with a contribution of \$175,000 from ITD, is allocated for installation of the signal equipment and fiber optic cable.

PERFORMANCE ANALYSIS:

Declaration of this sole source will allow the City to control and maintain the signals without incompatibility issues.

DECISION POINT/RECOMMENDATION:

Staff recommends that Council declare that only one vendor is reasonably available and approve the sole source purchase of traffic signal equipment for the six Northwest Boulevard traffic signals from Lakewood Drive to Golf Course Drive.

OTHER BUSINESS



Date: February 10, 2020

To: General Services Committee

From: Melissa Tosi; Human Resources Director
Mike Anderson; Wastewater Superintendent

Re: Personnel Rule Amendment – Proposed New Classification

Decision Point: Should the City Council approve the following classification addition to the City's current Classification and Compensation Plan.

- New Classification/Proposed Title: SCADA Electro Technician, Pay Grade 12

History: After evaluating the needs of the Wastewater Department due to having a vacancy, it was discussed that instead of refilling the current Wastewater Operator II vacancy, the greater need for the department was to create a new classification. The SCADA Electro Technician's primary functions are the installation, maintenance, repair of electrical, electronic, and instrumentation systems. The position is responsible for the lay outs, tests, calibrates and install instruments and related devices used for controlling automatic equipment measuring flow, pressure, temperature, etc. in the wastewater treatment plant, pumping stations, and composting facility.

The Wastewater department currently has 5 budgeted positions (1 current vacancy) for the Wastewater Operator II position. Since the electrician duties are a higher priority, and will ultimately create savings by limiting the need to hire outside consultants to perform the work, the preference is to fill the vacancy with the newly proposed classification.

The new classification has been reviewed and Ameriben recommends the leveling for this classification be a pay grade 12. The proposed Personnel Rule amendment was posted a minimum of ten (10) consecutive days before this City Council meeting.

Financial Analysis: The SCADA Electro Technician position will be a new classification but the department will have wage savings this fiscal year due to the Wastewater Operator II position not being refilled for the last few months. Additionally, the financial plan will need to be updated to capture having 1 less Wastewater Operator II position due to replacing it with the SCADA Electro Technician classification.

- Annual base wage for beginning WW Operator II (pay grade 10) = \$41,329
- Annual base wage for beginning SCADA Electro Technician (pay grade 12) = \$47,299

Performance Analysis: Authorizing the above noted amendments will provide a new job classification for the duties and responsibilities needed for the Wastewater Department.

Recommendation: The City Council should approve the classification addition to the City's Classification and Compensation Plan.

RESOLUTION NO. 20-010

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE CLASSIFICATION AND COMPENSATION PLAN TO ADD A NEW CLASSIFICATION TITLED “SCADA ELECTRO TECHNICIAN,” AND ESTABLISH A PAY GRADE 12 FOR THAT POSITION.

WHEREAS, the following Classification and Compensation Plan change has been proposed by staff:

Current Title	Proposed Title	Title Change, New Classification or Classification Change	Current Pay Grade	Proposed Pay Grade
None	SCADA Electro Technician	New Classification	None	12

and

WHEREAS, said Classification and Compensation Plan amendment has been properly posted a minimum of ten (10) days prior to this Council Meeting; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d’Alene and the citizens thereof that such Classification and Compensation Plan amendment as noted above be adopted;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d’Alene that the Classification and Compensation Plan change as noted above be, and are, hereby adopted.

DATED this 18th day of February, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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



Date: February 18, 2020

To: City Council

From: Melissa Tosi; Human Resources Director

Re: Personnel Rule Amendments

Decision Point: Should the City Council approve amendments to Rule 13. Transfer, Promotion, Demotion, Reinstatement, Layoff and Resignation, Rule 14. Corrective/Disciplinary Action, Rule 22. Workplace Discrimination, Harassment and Retaliation, and a new rule for a Workplace Violence Prevention and Code of Conduct to the City Personnel Rules?

History: The proposed amendments and added rule to the City's Personnel Rules are necessary to keep the City's policies and procedures up-to-date, clear, and consistent with current law. The updates are further important to keep the Personnel Rules consistent with a general understanding of the essential operations of the City. The following amendments will accomplish all of the above:

Amending Rule 13. Transfer, Promotion, Demotion, Reinstatement, Layoff and Resignation

The Layoff and Resignation language has been moved from a different rule and added to this rule for a more logical placement. Additionally, there are minor amendments to add clarity to these types of employee transitions. There is also added language under Resignation, which clarifies that the employee's last physical day worked is their final date of separation from the City.

Amending Rule 14. Corrective/Disciplinary Action

The amendments to this rule are meant to clarify the corrective action process from start to finish and adds clarity to the progressive discipline steps taken along the way. This update will create consistency across City departments and includes HR and Legal in the investigative and disciplinary process when needed.

Rule 22. Workplace Discrimination, Harassment and Retaliation

This is a complete re-write of a policy that hasn't had an update in quite a few years. The purpose of the re-write is to provide all employees a clear understanding of the types of harassment that are unacceptable in the workplace, including workplace retaliation, the responsibilities of both employees and supervisors, and the reporting procedure and investigation process of any incident. This policy is also an area of training that ICRMP included in the risk management savings program.

New Rule. Workplace Violence Prevention

Some of this language is currently in the current discrimination policy. However, based on the importance of this topic, it is recommended that the topic be placed in the Personnel Rules as its own separate rule. The new rule states the City's commitment to preventing workplace violence and provides a definition, and a reporting and investigative process.

New Rule: Code of Conduct

The Code of Conduct is established to assist in the understanding of both expected and unacceptable conduct for all employees. The areas of discipline that currently exist in the discipline policy have been moved to this Code of Conduct rule so that all areas of conduct are in the same rule. The Code of Conduct is an area of training that ICRMP included in the risk management savings program.

The approval of one or both of the proposed new rules will necessarily require renumbering of the Personnel Rules. This will be accomplished administratively by HR upon Council's approval.

These proposed amendments to the Personnel Rules have been posted for all employees to review. Additionally, the City Administrator, and myself, met individually with each employee group to discuss the amendments. The Lake City Employees Association (LCEA), Police Association, and Fire Union are all in agreement with the proposed amendments to the Personnel Rules.

Financial Analysis: There are no hard costs associated with these amendments to the Personnel Rules.

Performance Analysis: The purpose of these amendments is to provide a consistent and clear document for the Personnel Rules with up-to-date, relevant information. Additionally, the areas of training required by ICRMP for the risk management savings program are Employee Code of Conduct, Discrimination, Harassment and Retaliation, and Employee Discipline.

Recommendation: The City Council should approve amendments to Rule 13. Transfer, Promotion, Demotion, Reinstatement, Layoff and Resignation, Rule 14. Corrective/Disciplinary Action, Rule 22. Workplace Discrimination, Harassment and Retaliation, and a new rule for a Workplace Violence Prevention and Code of Conduct to the City Personnel Rules.



1

**Transfer, Promotion, Demotion,
Layoff, Resignation, and Reinstatement**
Personnel Rule 13 Amendment

Section 5. Layoff


- Current language added into Rule 13 from current Discipline Rule
- Better placement of information

Section 6. Resignation

- Current language added into Rule 13 from current Discipline Rule
- Better placement of information
- Last day worked is employee's final date of separation

Delete repetitive suspension language

General housekeeping



2

Corrective/Disciplinary Action

Personnel Rule 14 Amendment

Purpose: Provide a structured corrective action process for all departments in response to undesirable employee behavior and performance issues. This amendment addresses the process from start to finish and adds clarity to the progressive discipline steps along the way.

Notification:

- All departments will promptly notify HR of possible misconduct of a serious nature.
- Clarity on Human Resources involvement in investigations.

Strikes:

- Deleted, not current/relevant information



3

Corrective/Disciplinary Action

Personnel Rule 14 Amendment

Authority for Disciplinary Action

- City Administrator may take disciplinary action against any employee
- Department Head make take disciplinary action within own department

Types of Corrective/Disciplinary Action

- Formal verbal reprimand
- Letter of Official Reprimand
- Suspension
- Demotion
- Disciplinary Probation
- Dismissal

Notice of Disciplinary Action: Written discipline will be reviewed by Human Resources and Legal prior to being provided to the employee.



4

Corrective/Disciplinary Action

Personnel Rule 14 Amendment

Intent to Dismiss, Pre-termination Hearing, Dismissal

- Lists who is involved in the pre-termination hearing
- Employee is allowed representation
- Disciplinary action shall be provided to employee not more than 3 days following hearing

Investigative File/Results

- Final disciplinary documentation will be maintained in the employee's official personnel file in Human Resources.



5

Workplace Discrimination, Harassment and Retaliation

Personnel Rule 22 Amendment

Purpose: The City of Coeur d'Alene is committed to maintaining a supportive and civil workplace, where employees are treated with respect and dignity and the working conditions promote equal employment opportunities and prohibit unlawful discriminatory practices.

Who is covered: This policy applies to all employees, elected officials, volunteers, and interns.

Why update the policy: Update current language and provide clearer definitions & examples for the different types of harassment and discrimination, including anti-retaliation provision.

Solid Reporting Procedure: Multiple individuals listed; optional Harassment Complaint form also available for employees.



6

Workplace Violence Prevention New Rule

Purpose: The City of Coeur d’Alene is committed to preventing workplace violence and maintaining a safe work environment.

Who is covered: This policy applies to all employees, elected officials, volunteers, and interns.

Why update the policy:

- Current All Weapons Banned information is in the current Harassment Rule
- Provides a definition of “weapon”
- Provides language specific to workplace violence
- Better placement of information



7

Code of Conduct New Rule

Expectations of Employees

We all deserve to work in an environment where we are treated with dignity and respect.

The City of Coeur d’Alene employees are expected to conduct themselves in a professional manner that is both civil and cooperative, which, in turn, contributes directly to the success of the City of Coeur d’Alene as a whole.



“Integrity is doing the right thing even when no one is watching.”
- C. S. Lewis

Why have a Code of Conduct?

Purpose: The Code of Conduct was created to assist in the understanding of expected and unacceptable conduct as it pertains to being a public employee.

- Provides employees with a simple, reasonable and direct set of expectations;
- Areas of discipline listed in the current Discipline Rule are now listed in the Code of Conduct;
- Fulfills training requirements with ICRMP.

Who is covered: This policy applies to all employees, elected officials, volunteers, and interns.



8

RESOLUTION NO. 20-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES AS FOLLOWS: AMENDING RULE 13: TRANSFER, PROMOTION, DEMOTION, LAYOFF, RESIGNATION, AND REINSTATEMENT; AMENDING RULE 14: CORRECTIVE/DISPLINARY ACTION; AMENDING RULE 22: WORKPLACE DISCRIMINATION, HARASSMENT AND RETALIATION; ADDING A NEW RULE: WORKPLACE VIOLENCE PREVENTION; AND ADDING A NEW RULE: CODE OF CONDUCT.

WHEREAS, the need to revise various Personnel Rules, as noted above, has been deemed necessary by the City Council and the Human Resources Director; and

WHEREAS, said the Personnel Rules amendments have been properly posted 10 days prior to this Council Meeting; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such rule amendments, attached hereto as Exhibit "A," be adopted;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the rule amendments attached hereto as Exhibit "A" be and is hereby adopted.

DATED this 18th day of February, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

RULE 13: TRANSFER, PROMOTION, DEMOTION, ~~SUSPENSION AND REINSTATEMENT, LAYOFF, RESIGNATION, AND REINSTATEMENT~~

SECTION 1. Transfer

No person shall be transferred to a position for which the employee does not possess the minimum qualifications. Upon notice to the Human Resources Director, an employee may be transferred by the appointing power at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same ~~pay grade~~~~maximum wage~~, involving the performance of similar duties, and requiring substantially the same basic qualifications.

If the transfer involves a change from one department to another, both Department Heads must consent to the transfer with approval from the Human Resources Director. Transfers shall not be used to ~~create~~~~result in~~ a promotion, demotion, advancement, or reduction, ~~each of~~ which may be accomplished only as provided in these Rules.

SECTION 2. Promotion

Insofar as consistent with the best interests of the competitive service, all vacancies in the competitive service may be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list is established.

If, in the opinion of the Human Resources Director and the Department Head, a vacancy in the position could be filled better by an open-competitive examination instead of promotional examination, then such arrangements for an open-competitive examination and for the preparation and certification of an open-competitive employment list shall be made.

The probation for all promotional appointments shall be six (6) months from the date the promoted employee actually commences fulfilling the duties of their new position. Promotional ~~appoints~~~~probation~~ may be extended for up to two (2) successive six (6) month periods.

SECTION 3. Promotion of Police Officers

- (a) Method of Promotion: Whenever a vacancy in the classified service exists, it may be filled by promotion from the next lower rank. Promotion shall be accomplished by means of a competitive process established by the Chief of Police or his designee, in consultation with the Human Resources Director. Should no eligible candidates apply, or should all candidates fail to pass, an original entrance examination may be held or re-examination for promotion may be ~~established~~~~conducted~~. Nothing in this section shall preclude the Human Resources Director and Department Head from filling the Police Captain positions through an open-competitive process consistent with Section 2 above.

- (b) Examination and Promotional Eligibility: To be eligible to enter an internal promotional examination process in the Police Department, a person must be employed by-in the City of Coeur d'Alene Police Department and hold a non-probationary position in the next lower rank.
- Police Sergeant: To be eligible to test and promote to Police Sergeant, an officer must have at least thirty six (36) months of law enforcement experience with at least twenty-four (24) current consecutive months as a City of Coeur d'Alene Police Officer.
 - Police Lieutenant: To be eligible to test and promote for Police Lieutenant, an employee must have worked at least twelve (12) current consecutive months as a City of Coeur d'Alene Police Sergeant.
 - Police Captain: If the Police Captain position is filled from an internal promotion, an employee must have worked at least twelve (12) current consecutive months as a City of Coeur d'Alene Police Lieutenant.

SECTION 4. Demotion

The Department Head, ~~with the~~upon consultation with~~approval of~~ the Human Resources Director, may demote an employee whose ability to perform the required duties falls below standard, ~~or for disciplinary purposes.~~

Upon request of the employee, and with the consent of the appointing power, demotion may be made to a vacant position. No employee shall be demoted to a position for which the employee does not possess the minimum qualifications. Written notice of the demotion shall be given to the employee before or within three (3) days after the effective date of the demotion, and a copy filed with the Human Resources Director and placed in the employee's personnel file.

~~SECTION 5. Suspension~~^[TM1]

~~The Department Head, upon consultation with the Human Resources Director, may suspend or relieve of duties, with or without pay, an employee from his/her position at any time for a disciplinary purpose. Suspension without pay shall not exceed thirty (30) calendar days.~~

~~SECTION 6. Reinstatement~~^[TM2]

~~With the approval of the appointing power and the Human Resources Director, a regular appointed or probationary employee who has resigned with a good record may be reinstated within two (2) years of the effective date of resignation to a vacant position in the same or comparable class. The effective date upon of reinstatement, for all purposes, shall be the employee's new anniversary date.~~

SECTION 56.

Layoff [moved from rule 14]

The Department Head, with the approval of the Personnel Officer, may lay off an employee in the competitive service because of a material change in duties or organization or shortage of work or funds. Ten (10) working days before the effective date of the layoff, the Department Head shall notify the Personnel Officer and Human Resources Director of the intended action with reasons therefore, and provide a statement certifying whether or not the service of the employee has been satisfactory. A copy of such notice shall be given to the employee affected. If certified as having given satisfactory service, the name of the employee laid off shall be placed on the appropriate re-employment list as provided by these rules.

Reduction shall be based on merit and seniority within a given classification and shall include time served on military leave of absence.

SECTION 67.

Resignation [moved from rule 14]

An employee wishing to leave the competitive service in good standing shall file with the Department Head, a written resignation stating the effective date and reasons for leaving at least two (2) weeks before leaving the service, unless such time limit is waived by ~~such official~~ the Department Head.

~~The employee's last physical day worked shall be the date of separation with the City and therefore the employee is shall not be eligible for any additional compensation past the last physical day worked. Any remaining eligible leave will be paid out to the employee in the employee's final check following their separation date per state law. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Human Resources Director.~~

~~The Human Resources Director may require the employee to report to Human Resources him for an exit interview. The exit interview information will include payouts for the employee's final check as well as additional paperwork required at the time of separation. Failure to comply with this section may be cause for denying future employment by the City.~~

SECTION 7.

Reinstatement

With the approval of the appointing power and the Human Resources Director, a regular appointed or probationary employee who has resigned with a good record may be reinstated within two (2) years of the effective date of resignation to a vacant position in the same or comparable class. The effective date of reinstatement, for all purposes, shall be the employee's new anniversary date.

RULE 14: CORRECTIVE/DISCIPLINARY ACTION
DISCIPLINARY ACTION – LAYOFF – RESIGNATION

SECTION 1. Purpose

This policy is intended to provide a structured corrective action process to respond to, improve and prevent a recurrence of undesirable employee behavior and performance issues. The City will ensure that employees are treated with respect during the corrective action process and will comply with all applicable laws. ~~Corrective-Disciplinary action may include any or all~~more of the following at the City's discretion: formal verbal ~~or written reprimand~~warning, Letter of Official Reprimand, suspension without pay, demotion, disciplinary probation, and dismissal.

Members of the Fire Union shall refer to the applicable rules and regulations outlined in their collective bargaining agreement and Civil Service Rules and may elect to utilize the Grievance Procedure ~~therein~~, or may elect to utilize the Appeals and Hearing procedure contained in the Civil Service Rules, but not both.

SECTION 2. Possible Violation of Policy

When information alleging possible misconduct of an employee of a serious nature is brought to the attention of a Department Head or supervisor, he or she shall ensure Human Resources is promptly notified prior to any potential investigation unless disclosure would compromise an ongoing criminal investigation. For the purpose of this rule, serious nature is defined as misconduct that, if substantiated, would constitute a violation significant enough to result in discipline of suspension up to and including termination. The Human Resources Director, at his/her discretion, shall be allowed to monitor, assist, observe, and/or participate in any investigation and disciplinary decision.

For allegations involving the conduct of City of Coeur d'Alene police personnel, the Coeur d'Alene Police Department's Office of Internal Affairs, or other supervisor designated by the Chief of Police, will conduct the investigation. If the alleged misconduct is regarding harassment, discrimination, or retaliation, the Human Resources Director shall participate in the investigation.

SECTION 1. ~~Disciplinary Action~~ – [moved to new rule/code of conduct]

Causes for disciplinary action against any employee may include but are not limited to the following:

- (a) ~~Fraud in securing employment or appointment;~~
- (b) ~~Incompetency, inefficiency, inattention to or dereliction of duty;~~
- (c) ~~Insubordination or willful disobedience;~~
- (d) ~~Unauthorized leave of absence;~~

- (e) ~~Conviction of a crime involving moral turpitude, or use of narcotics or any other substance or liquid to the extent that the use thereof interferes with the efficiency or mental or physical fitness of the employee or which prevents the employee from properly performing the functions or duties of any position;~~
- (f) ~~Consumption of alcoholic beverages during working hours; drunkenness;~~
- (g) ~~Misuse, abuse or appropriation for personal use of City property;~~
- (h) ~~Excessive tardiness, abuse of sick leave or excessive lost time;~~
- (i) ~~Willfully making false statements to supervisors, officials, the public, Boards or Commissions;~~
- (j) ~~Violation of City ordinances, administrative regulations or departmental rules;~~
- (k) ~~Refusal to be examined by a licensed physician (M.D.) designated by the City, or~~
- (l) ~~Discourteous treatment of the public or another employee. Employees are expected to work cooperatively and constructively with fellow workers and members of the public to provide public service of the highest quality and quantity.~~

SECTION 2. ~~Strikes~~

~~Any police officer or other employee in the competitive service who shall go on strike, whether in obedience to any instruction or order of any organization, or otherwise, or in any manner fails to observe and obey the orders of his/her superior officers, shall be deemed as no longer in the service of the City of Coeur d'Alene, and shall forfeit all rights of seniority, pension, and rank in the department of which he is a member, and shall not be entitled to compensation from the City after date of such strike, withdrawal, or open disobedience of superior officers. Any person who violates this rule shall not be restored to service in the department except through the usual channels of application and examination provided thereto by written recommendations of the chief of his department for re-employment.~~

SECTION 3. Authority for Disciplinary Action

~~The Human Resources Director City Administrator, in consultation with the Human Resources Director City Administrator, Department Head, and Legal, as appropriate, Department Head or an appointed officer may take disciplinary action against any employee. A Department Head may take disciplinary action against any employee under that individual's supervision ~~for any of the offenses set forth in this Rule. Disciplinary action in this regard may be dismissal from City employment, suspension, demotion, an official reprimand or disciplinary probation.~~ Department Heads or appointed officers may delegate to supervisors the authority to relieve an employee of assigned duties in an emergency, pending further action by the Department Head ~~or appointed officer~~.~~

SECTION 4. Disciplinary Action

Discipline is typically administered in a progressive manner so that the least amount of corrective action needed is used to correct the employee's conduct. However, the discipline issued will depend on the seriousness of the violation, which could include

termination as the first disciplinary step. All matters involving discipline will remain confidential to the extent possible. A department can specify additional internal procedures to carryout purposes of this rule as long as they are consistent with the provisions of this rule.

SECTION 5. Types of Corrective/Disciplinary Action

- (a) Formal ~~verbal reprimand or written warning~~: A verbal reprimand or written warning is to notify the employee of a deficiency and the action necessary to correct it. Formal ~~if the warning is verbal reprimands shall be documented, the supervisor may document the conversation, including the date and the basis of the discussion or coaching given to the employee. If the warning is written, the documentation shall be sent to Human Resources and be placed in the employees personnel file.~~
- (b) Letter of Official Reprimand: If the employee fails to take corrective action after receiving a verbal reprimand or written warning, or the offense is deemed serious enough, an employee may receive a Letter of Official Reprimand.
- (b) Suspension: If the employee fails to take corrective action after receiving prior discipline, or the offense is deemed serious enough, an employee Regular Appointed employees may be suspended with or without pay. This form of disciplinary action is normally utilized while charges against the employee are being formally investigated. Employees suspended without pay for 40 hours or more, shall ~~forfeit not~~ accrue vacation and sick leave time during their suspension. all rights, privileges and salary except the employee's health plan, pension plan, long term disability and life insurance. Suspension without pay shall not exceed thirty (30) calendar days and shall be served consecutively.
- (c) Demotion: If the employee fails to take corrective action after receiving prior discipline, or the offense is deemed serious enough, A Department Head may ~~reduce the salary of an employee~~ may be demoted to a lower pay grade/classification, if a position exists for cause within the range provided in the pay plan or demote the employee to a lower grade.
- ~~(d) Official Reprimand: An official reprimand made a part of the employee's personnel file and the employee's performance will be re-evaluated within sixty (60) days.~~
- ~~(de) Disciplinary Probation: If the employee fails to take corrective action after receiving prior discipline, or the offense is deemed serious enough, an employee may be placed on disciplinary probation. An employee on disciplinary probation shall continue to accrue vacation and sick leave time. An employee shall not be permitted to participate in promotional examinations or be considered for promotion while ~~in a on~~ disciplinary probationary status. Disciplinary probation shall be for a period of not less than one (1) month and no more than twelve (12) months. Employees on disciplinary probation may be terminated for failure to meet job requirements.~~
- (e) Dismissal: If the employee fails to take corrective action after receiving prior discipline, or the offense is deemed serious enough, an employee may be

terminated “for cause.” Termination “for cause” means that the employee is terminated based on information allowing the City to reasonably conclude that the employee engaged in misconduct, and/or failed to perform in a satisfactory manner, and/or violated a policy or rule. An regular appointed employee terminated by the City for cause shall receive all earned wages due and be paid for all current eligible accruals accrued vacation leave on the date of termination as required by state law.

SECTION 64. Notice of Disciplinary Action

After determining a particular alleged violation merits discipline, the Human Resources Director or a Department Head Any Department Head or appointed officer of the City as identified in Section 2 taking disciplinary action against an employee must give notice of doing so discipline in writing to the employee within three (3) days from the date of such action except when the disciplinary action taken is dismissal. The written notice of disciplinary action shall be provided to served on the employee in person and/or by certified mail with a copy to aftershall be reviewed fromby the Human Resources Director and Legal prior to delivery. Written notice of disciplinary action shall include:

- (a) A statement supporting the disciplinary action outlining, listing the dates and times for the alleged offenses, and what the employee allegedly did, and shall reference any policies, rules, laws, or previous directives that the employee allegedly violated or received. The statement shall also contain expectations for corrective action, and all attempts at counseling or other corrective, remedial measures
- ~~(b) The effective date of the action.~~
- ~~(c) A statement of the cause therefore citing any rules or regulations violated.~~
- ~~(d) A clear, concise statement of the act or omissions upon which the cause(s) is/are based.~~
- ~~(e) A copy of the Right of Appeal procedure.~~
- ~~(f) Any conditions or future actions which may be contemplated.~~

SECTION 7. Intent to Dismiss, Pre-Termination Hearing, Dismissal

When the disciplinary action to be taken is dismissal, the employee shall be provided an Intent to Dismiss letter in person or by certified mail, which includes the required statement supporting the disciplinary action, be given notice in writing either by personal service or certified mail of the offense(s) he or she is alleged to have committed and shall be afforded a

The Intent to Dismiss letter provides the employee a reasonable opportunity to respond to the proposed disciplinary action. The Intent to Dismiss letter will include a scheduled date for thereto at a pre-termination hearing, which shall be set no later than ten (10) days following delivery of the notice to the employee. The pre-termination meeting shall include the Department Head, Human Resources Director, City Administrator, and Legal representative, or their designees. The employee is allowed to have representation

present during the hearing. If the employee fails to attend the meeting, the City will base the final decision on the available evidence.

Following the pre-termination hearing, should the Department Head, ~~or appointed officer~~ find there is sufficient cause to proceed with the dismissal, or other disciplinary action, the ~~officer or~~ Human Resources Director or Department Head shall provide the written notice of such action, along with their appeal rights, not more than three (3) working days following the date of the pre-termination hearing. Such notice to include information listed in items (a) – (f) above. All supporting documentation shall be provided to Human Resources and placed in the employee's personnel file.

SECTION 8. Investigative File/Results

At the conclusion of any investigation which results in disciplinary action, the original complaint, the final disciplinary documentation, and any written response provided by the accused, shall be provided to and maintained by Human Resources. Any documented discipline issued will remain in the employee's personnel file.

[Below sections moved to Rule 13]

SECTION 6. Layoff

The Department Head, with the approval of the Personnel Officer, may lay off an employee in the competitive service because of a material change in duties or organization or shortage of work or funds. Ten (10) working days before the effective date of the layoff, the Department Head shall notify the Personnel Officer and Human Resources Director of the intended action with reasons therefore, and a statement certifying whether or not the service of the employee has been satisfactory. A copy of such notice shall be given the employee affected. If certified as having given satisfactory service, the name of the employee laid off shall be placed on the appropriate re-employment list as provided by these rules.

Reduction shall be based on merit and seniority within a given classification and shall include time served on military leave of absence.

SECTION 7. Resignation

An employee wishing to leave the competitive service in good standing shall file with the Department Head, a written resignation stating the effective date and reasons for leaving at least two (2) weeks before leaving the service, unless such time limit is waived by such official. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Human Resources Director. The Human Resources Director may require the employee to report to him for an exit interview. Failure to comply with this section may be cause for denying future employment by the City.

Complete Re-Write

RULE 22: WORKPLACE DISCRIMINATION, HARASSMENT AND RETALIATION

Section 1. Objective

The City of Coeur d'Alene is committed to maintaining a supportive and civil workplace, one in which all employees, elected officials, and volunteers are treated with respect and dignity. Each employee, elected official, and volunteer has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices. In keeping with these values, the City of Coeur d'Alene prohibits discrimination, harassment, and retaliation. The City of Coeur d'Alene will make reasonable efforts to ensure that all employees, elected officials, and volunteers are familiar with these policies and are aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Section 2. Individuals and Conduct Covered

This policy applies to all employees, elected officials, and volunteers, whether the conduct is by a fellow employee, elected official, or volunteer, or by someone not directly connected to the City of Coeur d'Alene (e.g., an outside vendor, consultant, citizen, or customer). Conduct prohibited by this policy is unacceptable in the workplace and includes all aspects of being an employee and in any work-related setting outside the workplace.

Section 3. Definitions

(a) **Participation in the workplace**: includes all aspects of being an employee, an elected official, or a volunteer at the City of Coeur d'Alene, including recruitment, hiring, job performance, performance reviews, training, development, promotion, demotion, transfer, compensation, benefits, travel and training, business-related social events, termination, and/or retirement.

(b) **Workplace Discrimination**: when a person is treated adversely with respect to their participation in the workplace. Workplace Discrimination usually involves decisions made by supervisors or department heads that affect the workplace status and benefits of the employee.

Examples of illegal adverse employment actions are: not hiring a qualified applicant due to his/her age, not promoting an employee due to his/her religious beliefs, denying an employee a raise due to his/her race, disciplining an employee more harshly than others due to his/her sex, and terminating an employee due to his/her national origin.

(c) **Workplace Harassment**: unwelcome conduct that is directed to a person that interferes with their participation in the workplace. The offensive conduct must be *severe*

or pervasive such that it creates a work environment that a reasonable person would consider intimidating, hostile or abusive. Petty slights, annoyance, and isolated incidents (unless extremely serious) will not rise to the level of illegality.

Examples of offensive conduct are: offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put downs, offensive objects or pictures.

(d) **Workplace Sexual Harassment**: is a specific type of workplace harassment and since it is particularly destructive to the work environment it is more thoroughly addressed herein. Sexual harassment occurs when a person is subject to unwelcome sexual advances, request for sexual favors, or other verbal, non-verbal, visual, or physical harassment of a sexual nature that is so severe or recurring such that it creates a hostile or offensive work environment. Sexual harassment includes sexually harassing others of the same and/or different gender, gender identity, or gender expression.

Sexual harassment is unlawful whether it involves co-workers, supervisors, department heads, elected officials, or members of the public. Examples of sexual harassment are:

- (1) Leering, whistling, making sexual gestures, or displaying derogatory and/or sexually suggestive objects, pictures, cartoons, posters, or drawings;
- (2) Sexually degrading language, derogatory comments, epithets, slurs, sexually explicit jokes, or comments;
- (3) Verbal or non-verbal unwelcome sexual advances or propositions;
- (4) Threatening or making reprisals after negative response to sexual advances;
- (5) Offering employment benefits such as raises, promotions, assignments, and job retention in exchange for sexual favors (i.e., quid pro quo, something for something);
- (6) Unwanted physical conduct such as touching, massaging, pinching, patting, or hugging; and
- (7) Physical interference with normal work or movement such as impeding or blocking movement.

(e) **Hostile Work Environment**: discrimination or harassment in the workplace in which comments or conduct unreasonably interferes with participation in the workplace. To a reasonable person, the comments or conduct must be *severe or pervasive* such that it creates an intimidating or offensive work environment. Isolated incidents, petty slights, occasional teasing or impolite behavior are generally not sufficient to create a hostile work environment.

Examples of a hostile work environment are: being subject to racial slurs, recurring derogatory comments about job performance based on gender, continuous sexual advances or propositions, receiving unwelcome sexually explicit emails from a coworker, and physical harassment like hitting, pushing, groping, and other touching.

(f) **Workplace Retaliation**: when an employee is punished or negatively treated with respect to their participation in the workplace, including initiating a complaint of discrimination or harassment, providing information or assisting in an investigation, or refusing to follow orders that would result in discrimination or harassment. Retaliation can result from employment action taken by a supervisor, department head, elected official, or other employees.

The City of Coeur d'Alene prohibits retaliation against any individual who reports discrimination or harassment in good faith or who participates in an investigation of such reports.

Examples of conduct that might be considered retaliation are: assigning the employee to less desirable tasks or shifts in the department, denying an employee a promotion or raise, socially isolating an employee, playing practical jokes on the employee, and allowing other employees to be critical of an employee for participating in a workplace investigation into alleged discrimination or harassment.

(g) **False Allegation**: when an employee files a claim or allegation of wrongdoing that he/she knows or in the exercise of reasonable care should know is untrue and/or otherwise unsupported by facts.

Section 4. Responsibilities

(a) **Employee Responsibilities**: An employee who believes he/she has been subjected to, or observed another individual be subjected to, incidents of discrimination, harassment, sexual harassment, hostile work environment, or retaliation should report the incident as soon as possible after the occurrence. Unless an employee is found to have intentionally made a false allegation, or is found to have made a false allegation when in the exercise of reasonable care he/she should have known the allegation was false, an employee who reports shall not be subject to discipline for making the report. Reporting should be made to any of the following:

- Supervisor
- Department Head
- Human Resources Director
- City Administrator

(b) **Supervisor Responsibilities**: All supervisors are expected to ensure that the work environment is free from unlawful discrimination, harassment, sexual harassment, hostile work environment, retaliation, or the development of a work environment that

may become hostile. They are responsible for the application and communication of this policy within their work areas. Supervisors should:

- Encourage employees to report any violations of this policy before the harassment becomes *severe or pervasive*.
- Ensure the Human Resources Department is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment, discrimination, or retaliation is not tolerated.
- Correct any behaviors they observe that could constitute unlawful discrimination, harassment, sexual harassment, or hostile work environment.
- Report any complaint of unlawful discrimination, harassment, sexual harassment, or hostile work environment. Reporting should be made to a supervisor, department head, Human Resources Director, or the City Administrator.

Section 5. Reporting Procedure

The City of Coeur d'Alene encourages reporting of all perceived incidents of discrimination, harassment, sexual harassment, hostile work environment, or retaliation, regardless of the party's identity or position. In addition, the City of Coeur d'Alene encourages individuals who believe they are being subjected to such conduct to promptly advise the party that his or her behavior is unwelcome and to request that it be discontinued and immediately report that behavior, ideally in writing, to the Human Resources Director, City Administrator, or Department Head. If an employee believes there is an immediate threat to the safety of themselves or others, they should contact law enforcement authorities and not engage the party.

Section 6. Investigation and Confidentiality

Whenever the City of Coeur d'Alene is made aware of a situation which may violate this policy, the City of Coeur d'Alene will conduct an immediate, thorough, and objective investigation of any discrimination, harassment, sexual harassment, hostile work environment, or retaliation claim.

The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. The City of Coeur d'Alene will maintain confidentiality throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action, and the requirements of due process.

Misconduct constituting discrimination, harassment, sexual harassment, hostile work environment, or retaliation will be dealt with appropriately. Responsive action may include discipline up to and including termination, as the City of Coeur d'Alene believes appropriate under the circumstances.

At the conclusion of the investigation process, the complainant should be informed of the results of the investigation and that appropriate action, if any, has been taken. Because disciplinary personnel matters are confidential, details of the specific discipline should not be shared with the complainant.

Retaliation against an individual for reporting harassment or discrimination, or for participating in an investigation of a claim of harassment or discrimination, is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

False and malicious complaints of discrimination, harassment, sexual harassment, hostile work environment, or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action.

NEW RULE
WORKPLACE VIOLENCE PREVENTION

Section 1. Objective

The City of Coeur d'Alene is committed to preventing workplace violence and maintaining a safe work environment. Violence in the workplace poses a threat to the safety of employees and the public. The City will not tolerate acts and behaviors that are likely to result in the workplace violence, including but not limited to, abusive language, hitting or shoving, threats of bodily harm, threats or acts of violence, brandishing of an object which may be used as a weapon, sending threatening, harassing or abusive email and faxes, using the workplace to violate protective orders, horseplay, and stalking.

Section 2. Prohibited Conduct

This policy applies to all employees, elected officials, and volunteers, whether the conduct is directed at a fellow employee or to someone not directly connected to the City of Coeur d'Alene (e.g., an outside vendor, consultant, citizen, or customer). Conduct prohibited by this policy is unacceptable in the workplace and includes all aspects of being an employee and in any work-related setting outside the workplace.

Section 3. Definition

Weapon shall mean any pistol, rifle, shotgun or other firearm of any kind whether loaded or unloaded, air rifle, air pistol, explosive, blasting caps, knife, hatchet, ax, slingshot, blackjack, metal knuckles, mace, iron buckle, baseball bat, ax handle, chains, crowbar, hammer, stick, pole, nunchucks, or other club or bludgeon, or any other instrumentality customarily used or intended for probable use as a dangerous weapon.

Section 4. All Weapons Banned

To assure compliance with the intent of Idaho Code §18-3301, 18-3302C, and 18-3303, the City of Coeur d'Alene will not allow any employee, elected official, or volunteer, other than sworn law enforcement personnel and employees properly acting within the scope of their official duties, to be in the possession of any weapon inside City buildings/facilities. Additionally, any employee with a concealed weapons permit shall not be allowed to bring a weapon into City buildings/facilities.

All employees, elected officials, and volunteers, other than sworn law enforcement personnel and those acting within the scope of their duties which require the carrying and/or transport of a weapon outside City buildings/facilities, are prohibited from carrying or transporting weapons when using City-owned vehicles. Employees who use their own vehicle for city business are not required to remove personal weapons that they carry in their vehicle, provided that they comply with all state, federal and local laws regarding said weapon.

Section 5. Reporting Procedure

All employees are responsible for minimizing workplace violence. All acts or threats of violence should be promptly reported to a supervisor, department head, Human Resources Director, or City Administrator. Employees should also report situations that they believe could lead to workplace violence, including but not limited to protective orders or other no-contact orders.

Section 6. Investigations and Enforcement

The City of Coeur d'Alene will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The City of Coeur d'Alene will maintain confidentiality throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action, and with due process.

Any employee, who is determined to be responsible for acts or threats of violence, or other conduct listed in this section, will be subject to prompt disciplinary action up to and including termination of employment.

NEW RULE
CODE OF CONDUCT

SECTION 1. Purpose

City employees, elective officials, volunteers, or interns are expected to conduct themselves in a professional manner that is both civil and cooperative. City employees are considered public employees and therefore are exposed to heightened public scrutiny in both their public and personal conduct. The Code of Conduct is established to assist in the understanding of both expected and unacceptable conduct. Outside the scope of authorized duties, City employees, elective officials, volunteers, or interns are responsible for their conduct and have the responsibility to abide by applicable laws and policies.

SECTION 2. Conduct

- (a) Expected Conduct: Each employee is expected to conduct himself/herself in a professional manner. In order to meet this standard, each employee must:
- 1) Be respectful, courteous and professional. Work cooperatively and constructively with fellow workers and members of the public.
 - 2) Be prompt and regular in attendance at work for defined work schedules or other required employer functions, and follow procedures for exceptions to the normal schedules, including the scheduling and taking of vacation and sick leave.
 - 3) Comply with dress standards established in the department for which the employee works. In the absence of any departmental dress standards, clothing will be appropriate for the functions performed and will convey an appropriate appearance to the public.
 - 4) Abide by all departmental rules and directions of a supervisor whether written or oral. No employee will be required to follow the directive of a supervisor that violates any laws.
 - 5) Maintain the confidential nature of records that are not open to the public in accordance with City policy.
 - 6) Maintain a current appropriate driver's license when work for the City requires the employee to drive a vehicle as part of his/her responsibilities. Each such employee must report any state-imposed driving restrictions to his/her immediate supervisor and notify his/her supervisor if his/her driving abilities are impaired.
 - 7) Follow all workplace safety rules whether established formally by the department or by outside agencies.
 - 8) Report all accidents that occur or are observed on the job, or that involve City property, and cooperate as requested in the investigation of any such accident.
 - 9) Avoid conflicts of interests in appointments and working relationships with other employees, contractors and potential contractors in the City and related agencies.
 - 10) Adhere to any code of ethics in of the employee's profession.

(b) Unacceptable Conduct: Though it is not possible to list all behaviors that are unacceptable in the workplace, the following are examples of behavior that would be considered a violations of the City of Coeur d'Alene's Code of Conduct and employees

are expected to refrain from behaviors that reflect adversely upon the City. Employees that who violate these standards are subject to disciplinary action up to and including dismissal.

- 1)(a) Fraud in securing employment or appointment;
- 2)(b) Incompetency, inefficiency, inattention to or dereliction of duty;
- 3)(c) Insubordination or willful disobedience;
- 4)(d) Unauthorized leave of absence;
- 5)(e) Conviction of a crime involving moral turpitude; ~~or~~
use of narcotics or any other substance or liquid to the extent that the use thereof interferes with the efficiency or mental or physical fitness of the employee or which prevents the employee from properly performing the functions or duties of any position
- 6)(f) ~~Consumption of alcoholic beverages during working hours; drunkenness;~~
Reporting to work or working under the influence of alcohol, illegal drugs or controlled substances.
- 7)(g) Misuse, abuse or appropriation for personal use of City property;
- 8)(h) Excessive tardiness, abuse of sick leave or excessive lost time;
- 9)(i) Willfully Knowingly or recklessly making a false statements to supervisors, co-workers, officials, the public, Boards or Commissions;
- 10)(j) Violation of City ordinances, administrative regulations or departmental rules;
- 11)(k) Refusal to be examined by a licensed physician (M.D.) designated by the City if required under these Rules, or
- 12)(l) Discourteous treatment of the public or another employee. Employees are \ expected to work cooperatively and constructively with fellow workers and members of the public to provide public service of the highest quality and quantity.
- 13) Initiating or participating, or encouraging others, in acts or threats of violence, bullying, malicious gossip, spreading of rumors, or any other behavior which is likely to create discord and lack of harmony, or that willfully interferes with another employee's ability to do his/her job.
- 14) Engaging in abusive conduct or language, including profanity and loud, threatening or harassing speech, toward or in the presence of fellow employees or the public.
- 15) Engaging in prolonged visiting with co-workers, children, friends or family members in a manner that interferes with work in the department in which the employee serves.
- 16) Using work time for personal business, including the selling of goods or services to the general public.
- 17) Using phones or computers in the workplace in a manner that violates policy or that disrupts workplace productivity, including time spent on social media.
- 18) Using work time to promote religious beliefs to members of the public or fellow employees.
- 19) Knowingly or recklessly making a false report or complaint regarding the behavior or conduct of others or participate in such report or complaint.
- 20) Releasing a public record, including personnel records, without the express

- authority of the public official responsible for custody of the record.
- 21) Use of any substances, lawful or unlawful, that will impair the employee's ability to competently perform his/her work or threaten the safety and well-being of other workers or the public. If the employee is prescribed a medication that impairs the employee's ability to safely do his/her job, the employee is required to inquire with a physician and provide a physician's note explaining restrictions and/or any accommodations. The employee may be required to take leave while taking the medication.
 - 22) Theft or inappropriate removal or possession of company property or the property of a fellow employee.
 - 23) Intentional destruction of company property or the property of a fellow employee.
 - 24) Unlawful possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace, while one duty, or while operating employer-owned vehicles or equipment.
 - 25) Failure to report an accident or injury or making false claims or inaccurate statements in the reporting of a job injury or accident.
 - 26) Failure to obtain and maintain licensure requirements required as a condition of employment in the position.
 - 27) Making malicious, vindictive, and/or false statements about others or participating in such a report or complaint.
 - 28) Falsifying company records or reports, including one's time records or the time records of another employee.
 - 29) Engaging in criminal conduct, as defined by law, of any kind while on or off duty.
 - 30) Sleeping during scheduled work hours, with the exception of fire line staff working a 24 hour workday.
 - 31) Harassing, discriminating, or engaging in inappropriate conduct towards another based upon that individual's protected class status as outlined in applicable laws or City policy.

These above restrictions are not intended to be all-inclusive of the proper standards of conduct or obligations that employees shall observe at all times. Other behaviors and acts of misconduct not specifically detailed here may be grounds for disciplinary action.

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: February 11th, 2020

From: Thomas Greif, Deputy Chief- Operations

Re: Agreement Renewal

DECISION POINT: Should Mayor and Council approve a renewal of our written MOU with the Idaho Disaster Dogs?

HISTORY: This is a (5) year renewal with the Idaho Disaster Dogs. The team was formed in 2005 to provide canine search capabilities to the Idaho Bureau of Homeland Security, Technical Search and Rescue Teams. Handlers and support personnel are a mix of firefighters from the City of Coeur d'Alene Fire Department and civilian members from our community who volunteer their time to provide this service. Idaho Disaster Dogs is a 501(c)3 organization supported by the generosity and donations from the North Idaho & Eastern Washington communities.

FINANCIAL ANALYSIS: We have increased the annual amount from \$4000.00 to \$5000.00 to help support the increasing costs for insurance, equipment, and veterinarian care for the dogs.

PERFORMANCE ANALYSIS: A very affordable amount for the services that are provided: a total of (6) rescue dogs/ handlers and up to (6) support members. The K9 team is trained to respond to disasters that include: collapse, floods, mudslides, and avalanche.

DECISION POINT/RECOMMENDATION: To have Mayor and Council renew our written agreement that enables the Coeur d'Alene Fire Department to continue to utilize this valuable component as part of our Idaho Technical Rescue Team.

RESOLUTION NO. 20-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH IDAHO DISASTER DOGS, INC., FOR SEARCH AND RESCUE EMERGENCY SERVICES USING IDD'S DOG TEAMS.

WHEREAS, the City of Coeur d'Alene previously entered into a Memorandum of Understanding with the Idaho Disaster Dogs, Inc., for search and rescue emergency services, which MOU expires in 2020; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to execute a new Memorandum of Understanding, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City execute a Memorandum of Understanding 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 Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to execute such Memorandum of Understanding on behalf of the City.

DATED this 18th day of February, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF COEUR D'ALENE
AND
IDAHO DISASTER DOGS**

This AGREEMENT, entered into this 18th day of February, 2020, between the City of Coeur d'Alene, a municipal corporation with its principal place of business at 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814 (hereafter called the "City") and Idaho Disaster Dogs, Inc., an Idaho Nonprofit Corporation with its principal place of business at 4949 S. Wolf Lodge Creek Road, Coeur d'Alene, Idaho, 83814 (hereafter called "IDD").

- A. WHEREAS the City maintains a fire department and has obligations for responding to emergencies within city limits and maintains mutual aid agreements, which obligates the city's fire department to respond to emergencies outside city limits; and
- B. WHEREAS the City fire department participates in the Idaho Technical Search and Rescue teams administered through the Idaho Bureau of Homeland Security, which obligates the City fire department to respond to emergent search and rescue situations; and
- C. WHEREAS the City desires to supplement its search and rescue capabilities with a canine search component; and
- D. WHEREAS, IDD maintains teams of certified search and rescue dogs and handlers; and
- E. WHEREAS the City and IDD desire to work together to enhance the City's search and rescue abilities using IDD's dog teams subject to the terms and conditions more fully described below.

NOW, THEREFORE, based on the mutual promises set forth herein, the parties agree as follows:

- 1. The City will provide IDD Five Thousand Dollars (\$5,000.00) annually to support IDD's operations.
- 2. The City will consider IDD's members as volunteers with the City fire department for Workers Compensation coverage purposes. IDD will require all new volunteers to complete and submit a City employment application to provide sufficient information to the City to complete a background check on the prospective volunteer. IDD agrees not to use any person as a volunteer on a City required deployment who has not

passed a City background check or who is otherwise disqualified by the City. IDD agrees to indemnify, defend and hold the City harmless from any injuries to their staff members who have not been approved as City volunteers for Workers Compensation purposes.

3. The City will provide IDD with Idaho Technical Rescue Team (ITRT) approved Personal Protective Equipment and uniforms appropriate for Canine Search and Rescue.
4. The City will pay for ITRT required training to integrate IDD dog teams into the City's search and rescue functions.
5. IDD will provide the City with proof of liability insurance, naming the City as an insured with a policy limit of Five Hundred Thousand Dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of person injured or the number of claimants or the policy amount required by I.C. 6-924 whichever is greater. The insurance policy must provide for 90 days advanced notice to the City prior to policy cancellation.
6. IDD will be solely responsible to purchase or otherwise provide up to six (6) certified search and rescue dogs along with the same number of certified handlers.
7. IDD will pay for and otherwise provide for the care and medical needs of IDD dogs to ensure that the dog teams can deploy immediately when needed.
8. IDD will maintain appropriate training for both dogs and handlers so that the teams meet or exceed FEMA certified levels for Search and Rescue canines.
9. IDD will maintain its non-profit status.
10. When deployed or when training, IDD staff will follow all city directives, rules and fire department policies.
11. Either party can cancel this MOU with 90 days written notice to the other party at the address listed above provided that, however, the party desiring to terminate must meet and confer with the other to try to resolve any misunderstandings that may exist and attempt to reach an agreeable resolution prior to termination.

12. This agreement shall be reviewed every five years and may be amended in writing at any time by mutual agreement of the parties. This Agreement shall be effective upon date of the final signature below and continued thereafter until terminated by either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year above set forth.

IDAHO DISASTER DOGS

By: _____

Date: _____

CITY OF COEUR D'ALENE

By: _____
Steve Widmyer, Mayor

Date: _____

ATTEST

By: _____
Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: February 18, 2020
FROM: Randy Adams, Deputy City Attorney
SUBJECT: Moratorium on Enforcement of Section of Sign Code

DECISION POINT: Should the City Council approve a moratorium on the enforcement of the section of the Sign Code regulating the permissible times for displaying political signs?

HISTORY: The City's Sign Code has not been amended since a significant U.S. Supreme Court case, *Reed v. Town of Gilbert*, was issued in 2015. However, the City Clerk, Deputy Clerk, and Deputy City Attorney have been working on a comprehensive amended Sign Code for the past several months, gathering information from other cities, the International Municipal Lawyers Association, and case law from around the country. Recently, a candidate for Kootenai County Sheriff addressed the Council and voiced his opinion that time restrictions on political signs are unconstitutional after the *Reed* case. While this opinion is not supported by any controlling authority at this time, the restrictions are being given careful consideration. Because of the unsettled nature of the constitutionality of sign codes in general and time restrictions on political signs in general, the City Attorney recommends a moratorium on enforcement of the time restrictions for this current election cycle to give staff an opportunity to thoroughly examine the issue and make a reasoned recommendation to the Council. All other parts of the Sign Code will remain in full force and effect.

FINANCIAL ANALYSIS: There will be no cost to the City.

PERFORMANCE ANALYSIS: Because of the uncertainty of the validity of time restrictions on political signs, it is in the best interests of the City to place a moratorium on the enforcement of such restrictions until staff can thoroughly examine the issue and make a recommendation to the Council concerning a comprehensive amendment of the Sign Code.

DECISION POINT/RECOMMENDATION: The Council should issue a moratorium on the enforcement of Municipal Code § 15.24.270(C), restricting the display of political signs before sixty (60) days prior to an election and after the fourth day following the election.

RESOLUTION NO. 20-013

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, INSTITUTING A MORATORIUM ON THE ENFORCEMENT OF MUNICIPAL CODE §15.24.270(C).

WHEREAS, the City is in the process of preparing amendments to its Sign Code in light of recent court cases and the changing needs of the City; and

WHEREAS, the amendments are not expected to be adopted prior to the 2020 election and campaigning has already begun for some offices to be contested at that election; and

WHEREAS, questions have been raised about the validity of the time restrictions for political signs contained in Municipal Code § 15.24.270(C) and there is no controlling authority on that issue; and

WHEREAS, the City needs additional time to determine the advisability and legality of time restrictions for political signs; and

WHEREAS, fairness and caution dictate that a moratorium be instituted on the enforcement of time restrictions for political signs; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that a moratorium on the enforcement of Municipal Code § 15.24.270(C) shall be instituted and that the City's law enforcement officers and staff shall not enforce Municipal Code § 15.24.270(C) prior to the adoption of amendments to the City's Sign Code or adoption of a new Sign Code.

DATED this 18th day of February, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

**CITY COUNCIL
MEMORANDUM**

DATE: FEBRUARY 18, 2020

FROM: HILARY ANDERSON, COMMUNITY PLANNING DIRECTOR

RE: GRANT AWARD RECOMMENDATIONS AND REQUESTED APPROVAL TO ENTER INTO CONTRACT NEGOTIATIONS FOR THE 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

DECISION POINT:

To authorize staff to enter into contract negotiations for the 2019 CBDG Community Opportunity Grants with the following organizations:

- United Way of North Idaho for the Kindergarten Boot Camp for \$44,000 (Public Service funding capped at 15%); and
- Lake City Center for ADA restroom improvements for \$39,997; and
- St. Vincent de Paul to partially cover the cost of HVAC repairs on the H.E.L.P. Center for \$95,000.

HISTORY: The City receives an annual allocation from the Housing and Urban Development Agency (HUD). With roughly half this funding, the City manages an annual Community Opportunity Grant accepting proposals for projects benefitting low to moderate income Coeur d'Alene residents and neighborhoods.

Based on the 2019 Annual Action Plan, \$196,520 was budgeted for the Community Opportunity Grants. The 2019 cycle of Community Opportunity Grants was available starting October 1, 2019. Of the total funding available, a maximum of \$44,000 could be allocated to public service type grants. The minimum grant request was specified at \$35,000 to reduce staffing time required to manage each awarded grant recipient.

On October 1, 2019, the City advertised the request for proposals. Additionally, the funding availability notice was posted to the City webpage, City Facebook, CDA TV, and shared via direct phone calls, flyers and group emails to all 185 on stakeholders list, which includes many service organizations and interested parties that specifically provided services to low to moderate income citizens. An Educational Workshop was held on October 10 at noon in the Coeur d'Alene Library. These workshops were publicly advertised and provided information on CDBG eligibility overview and technical assistance; there were in attendance a total of seven people

representing a variety of organizations. The grant cycle was open from October 1 to November 4, 2019. Six applications were received.

The Volunteer Ad Hoc Grant Review team met on January 7, 2020 to review and rate the applications. The group included the following participants: Council Member Woody McEvers, Pamela Bates (Volunteer Senior Service Coordinator), Jon Ingalls (Planning and Design Review Commission member), Alivia Metts (ignite cda board member and economic development consultant), and Nicole Kahler (CDA's 2030 Executive Director).

FINANCIAL: Funding requests for the 2019 grant cycle totaled \$446,837, while only \$196,520 was available. The proposed award to United Way of North Idaho equals \$44,000 for a public service project. The Lake City Center request for \$39,997 and St. Vincent de Paul partial funding of \$95,000 would be within the public facility category. It should be noted that St. Vincent de Paul applied for \$188,500 in grant assistance to cover the full cost of the HVAC system repairs. The Ad Hoc committee recommended funding half of the request. St. Vincent has recently applied to Avista for the additional matching funds necessary for the repair.

The public service maximum for the 2019 fund year can only be 15% of the annual allocation; therefore the community grant allocation amount was capped at \$44,000, as there is already a \$5,000 public service allocation to the Lake City Center for the Meals on Wheels program. The total amount of funds to be allocated if the grant recommendations are approved would be \$178,997. The remaining amount if the recommended projects are funded would be \$17,523. This amount could be moved into the EMRAP program, through a minor amendment. It could not be added to the Public Services category.

PERFORMANCE ANALYSIS: Authorizing these grant awards will allow United Way of North Idaho, Lake City Center, and St. Vincent de Paul to move forward with their projects. All Committee funding suggestions support projects for at-risk members of Coeur d'Alene's low-to-moderate income community and meet HUD project and activity standards. The unallocated funds in the amount of \$17,523 could be moved to the EMRAP program, prior to the end of the program year, unless another Council priority meeting CDBG eligibility and not falling under public service was identified.

DECISION POINT/RECOMMENDATION:

The Council should authorize staff to enter into contract negotiations for the 2019 CBDG Community Opportunity Grants with the following organizations:

- United Way of North Idaho for the Kindergarten Boot Camp for \$44,000; and
- Lake City Center for ADA restroom improvements for \$39,997; and
- St. Vincent de Paul to partially cover the cost of HVAC repairs on the H.E.L.P. Center for \$95,000.