

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.

6:00 P.M.

October 2, 2018

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Mike Slothower, River of Life Friends

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.)

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

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

1. Approval of Council Minutes for the September 18, 2018 Council Meeting.
2. Approval of Minutes for the September 24, 2018 General Services and Public Works Committee Meetings
3. Approval of Bills as Submitted.
4. Setting of General Services and Public Works Committees meetings for October 8, 2018 at 12:00 noon and 4:00 p.m. respectively.

5. Setting of a public hearing for October 16, 2018 for the approval of parking fees for the parking facility located on Coeur d'Alene Avenue.
6. **Resolution No. 18-054** -
 - a. Approval of an Agreement Anderson Bros., CPA's, P.A., for Fiscal Years 2017-2018 and 2018-2019 Audit Services
 - b. Declaration of Surplus of Police Department Expired and Outdated Equipment
As Recommended by the General Services Committee
 - c. Approval of Change Order #1, to the Agreement with Power City Electric, Inc., in the amount of \$34,250 for Collection System Telemetry Upgrades
 - d. Approval of an Agreement with the Idaho Transportation Department for US-95 Improvements near Lacrosse Ave.
 - e. Approval of an Agreement with the Idaho Transportation Department for City stormwater infrastructure near the intersection of US-95 and Northwest Boulevard
As Recommended by the Public Works Committee

G. ANNOUNCEMENTS

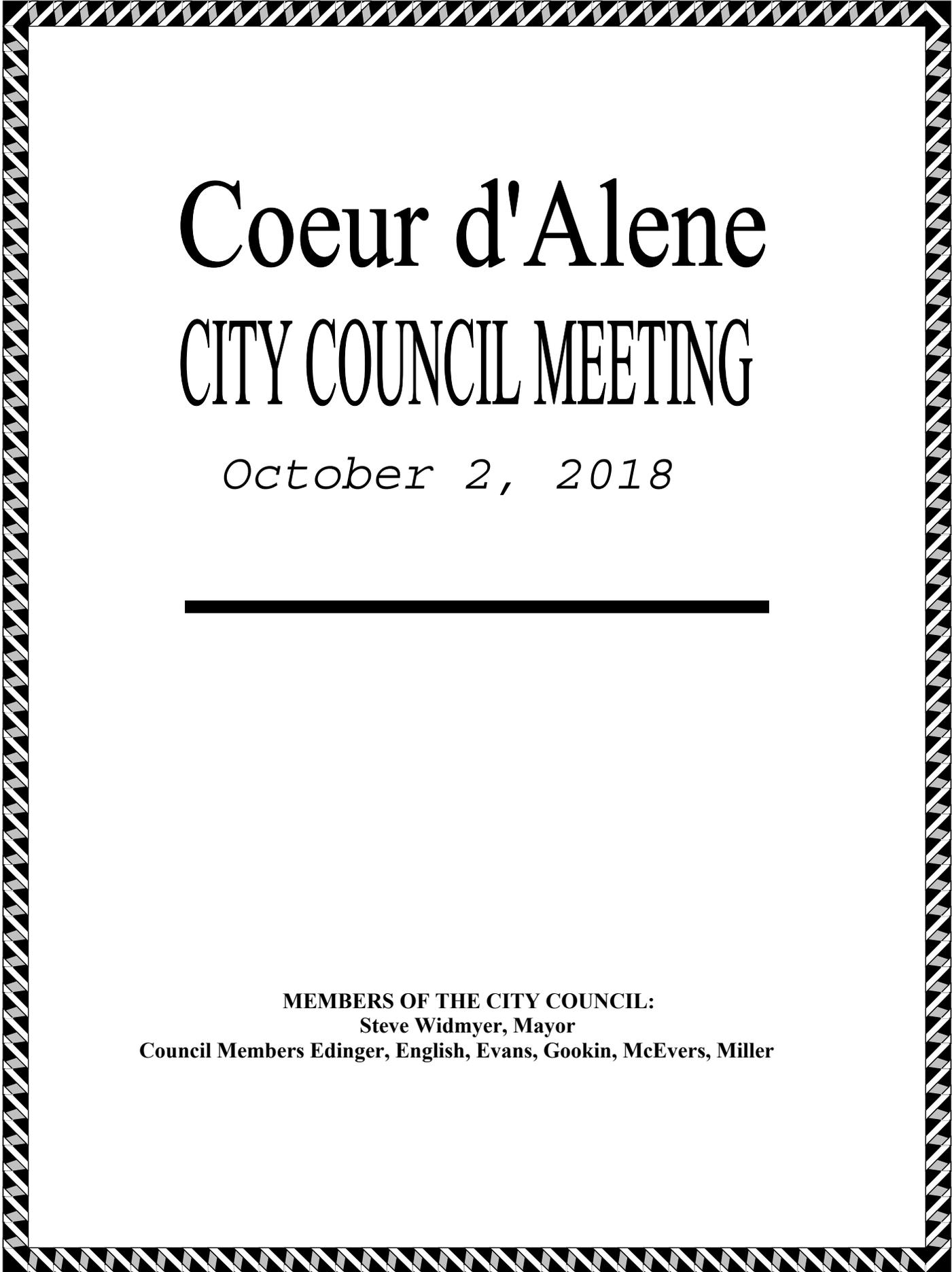
1. **City Council**
2. **Mayor** - Appointment of Kathleen Saylor and John Boraas to the Jewett House Advisory Board, and Scott Cranston to the Parks & Recreation Commission

H. OTHER BUSINESS

1. **Resolution No. 18-055** - Approval of a Memorandum of Understanding with Police Captains.

Staff Report by: Troy Tymesen, City Administrator

I. ADJOURNMENT



Coeur d'Alene

CITY COUNCIL MEETING

October 2, 2018

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM

September 18, 2018

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room, September 18, 2018 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan English) Members of Council Present
Woody McEvers)
Dan Gookin)
Kiki Miller)
Loren Ron Edinger)
Amy Evans) Arrived at 6:15 p.m.

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

INVOCATION: Pastor Chris Lauri with Anthem Friends Church provided the invocation.

PLEDGE OF ALLEGIANCE: Councilmember McEvers led the Pledge of Allegiance.

FIRE DEPARTMENT LIFE SAVING AWARD: Deputy Fire Chief Tom Greif presented the Life Saving Awards for response to a cardiac arrest during the swim portion of Race the River Triathlon on July 22, 2018. He explained that David Wyatt was participating in the race when he experienced a cardiac arrest. Deputy Fire Chief Greif noted that the actions of all involved saved Mr. Wyatt's life. Civilians Tony Koch, Rick Anderson, Isaac Mann, Ivanka Curran, Curt Dupuis, Dwight McCain, Nancy Corege, Kim Murdoch, and Amy Hofer responded to the incident and gave immediate lifesaving aid, and were presented with a Life Saving Award. During transport to the hospital, Mr. Wyatt regained consciousness on the way to the hospital. He noted that many of the fire staff responded to the event and thanked them for their professionalism.

PUBLIC COMMENTS:

David Lyons, Coeur d'Alene, stated that he is concerned with midtown parking. He noted that the infill overlay district encourages business development while protecting the surrounding neighborhood. The parking problems are from Reid Avenue to Boise Avenue, as those are old areas that do not require off-street parking. While some of the core area businesses such as Capones provide off street parking, the rest do not which causes customer and employees to use public parking. He noted that there are two ignite owned lots on 3rd and 4th Street south of Harrison Avenue that have 57 spaces; however, the parking demand is 120 or more spaces. This means there is a shortage of 40-50 that falls on the side streets. Mr. Lyon said that more public

off street parking is needed in the Reid Avenue to Boise Avenue areas, and suggested that a larger free public parking lot be created on 4th Street where the existing lot and bare land is located, with the 3rd street lot becoming something else.

Susan Snedaker, Coeur d'Alene, noted that she has lived on 5th Street for approximately 30-years and was a Planning Commissioner for 11 years, and knows that parking has always been an issue. She noted that the Comprehensive Plan includes a statement that says the transition from commercial to residential should be done with care and start at midblock. She suggested that the Council walk the area to see exactly what is going on in that neighborhood. She noted that the Fort Ground neighborhood seems to be special and there should be a solution similar for downtown and midtown. She concurred with Mr. Lyons that the green space should be turned into parking, which would give the neighbors a break.

Gina Bodtker, Coeur d'Alene, requested the Council give staff direction to not hold the rezoning hearing for the Rivers Edge project scheduled to be held on October 9 as that would be before the traffic study is complete. She believes that the traffic study data should be available before hearings are held wherein the density is determined. Ms. Bodtker hopes the traffic study points out that lower density would be better, and that a forward thinking plan include a freeway access point between Northwest Boulevard and the Hwy 41 off-ramps. Mayor Widmyer noted that staff is working on moving the hearing to after the traffic study is done.

Roger Smith, Coeur d'Alene, noted that he was pleased to hear that the traffic study will be done before the hearing is held. He read his comment letter noting that traffic congestion is a concern throughout Coeur d'Alene. He felt it was important to note that the Rivers Edge development is asking for a rezone of the property to an R-34 density and that the Planning Commission will need to consider all the traffic impacts to determine the density. He noted that he would like the item tabled until after the traffic study is complete and reviewed. Additionally, he requested a moratorium on any hearings for any development until the traffic study is complete and requested Council take action to set this item on their next meeting agenda.

Nathan Baker, Coeur d'Alene, noted that within a couple of weeks they will be hosting a grand opening for the Skateboard Park, on October 6, from 10:00 a.m. to dusk. The user community is grateful for the park and he noted that the end product will be amazing.

COUNCILMEMBER ANNOUNCEMENTS:

Councilmember Gookin asked for clarification from the City Attorney regarding Council's authority to stop a scheduled hearing of the Planning Commission. City Attorney Mike Gridley noted that the City can continue a hearing from October to November. Additionally, staff is trying to reach the applicant to see if they would be amenable to pulling the hearing request.

Councilmember Edinger mentioned that over the last couple weeks he had received a lot of phone calls regarding traffic and the high-rises being built in Coeur d'Alene and would like the Planning Commission look at some of these projects. He thinks that a lot more people will move here and we should start looking at the traffic. Mayor Widmyer noted that the area had a lot of road construction projects this year, which compounded traffic issues in addition to the growth at

Kootenai Health. He believes this traffic study will provide some great information. Councilmember Gookin noted that the Kootenai Metropolitan Planning Organization (KMPO) does the traffic master planning for Kootenai County and he believes that one of the reasons traffic is getting bad is that the most recent planning effort was done in 1980. The new growth estimate for the county is 150,000 rather than 100,000 estimated in 1980.

Mayor Widmyer asked for confirmation of the appointment of Derek Kahler and Beverly Moss to the Arts Commission.

MOTION: Motion by Edinger, seconded by Evans, to appoint Derek Kahler and Beverly Moss to the Arts Commission. **Motion carried.**

CONSENT CALENDAR: **Motion** by McEvers, seconded by Gookin, to approve the Consent Calendar.

1. Approval of Council Minutes for the September 4, 2018 Council Meeting.
2. Approval of Minutes for the September 10, 2018 General Services Committee Meeting
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services and Public Works Committees meetings for September 24, 2018 at 12:00 noon and 4:00 p.m. respectively.
6. Approval of the repurchase of Cemetery Lot 307, Block F, Section RIV. Om the Forest Cemetery Annex, from Denise Berg (decendent of Donna Bozarth).
7. Setting a public hearing for October 16, 2018 for A-2-17m: Zoning Prior to Annexation of +/- 48 acres from County Industrial to City C-17 (Commercial at 17 units/acre) and +/- 46 acres of Spokane River to NW (Navigable Water) located at 3074 W. Seltice Way; Applicant: City of Coeur d'Alene
8. Setting a public hearing for November 6, 2018 for (Legislative) A-3-18: A proposed 7.18 acre Annexation from County Agricultural to City R-8, located at: 2008, 1950 & 1914 Prairie Avenue Applicant: Coeur d'Alene School District 271
9. **Resolution No. 18-052** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED AGREEMENT AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING: AMENDMENTS TO PERSONNEL RULES XI, XXV, AND XXVI; BENEFIT PLAN CHANGES AND RENEWAL RATES; WATER DEPARTMENT CONSTRUCTION STANDARDS; THE PROCESS FOR SELLING OR DONATING AS SURPLUS PROPERTY MAQUETTES OF PUBLIC ART PROPOSALS; AND A LETTER AGREEMENT WITH KOOTENAI COUNTY FOR PUBLIC TRANSPORTATION.

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

RESOLUTION NO. 18-053

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE LAKE CITY EMPLOYEES ASSOCIATION.

STAFF REPORT: City Administrator Troy Tymesen noted that the agreement has been passed by the LCEA membership and is for a five-year term ending September 30, 2023, which allows for all contracts to be due at a different time. Significant highlights regarding the negotiated contract include a 2.5% fixed annual cost of living adjustment for each year; overtime will be paid after a 40 hour work week instead of an 8 hour work day; medical premium cost for employees with dependent coverage will increase from 5% to 10%; amendments to current wage increase schedule for the last four years to reach maximum; increase HRA/VEBA contribution from \$140 to \$165 per month; increase License/Certification Premiums by \$50 in each category; and a budget increase of \$1,000 each year for tuition reimbursement. He noted that all three groups have agreed to the medical plan changes, so all employees are now on the same plan.

DISCUSSION: The Mayor thanked Troy, Vonnie and Melissa for their time and effort in negotiating these contracts.

MOTION: Motion by Gookin, seconded by Edinger to approve **Resolution No. 18-053**, approving a Labor Agreement with the Lake City Employees Association.

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

(LEGISLATIVE HEARING) FISCAL YEAR 2017-2018 ANNUAL APPROPRIATIONS AMENDMENT

STAFF REPORT: City Comptroller Vonnie Jensen noted that she is presenting an amendment to the Fiscal Year 2017-2018 budget in the amount of \$13,574,995. The budget amendment shows increases in expenditures due to carryovers of projects, state grants received, purchase of the Atlas Mill Site, and Memorial Park expenditures. Additional General Fund revenues of \$692,431 are included to cover the increased expenses that include additional revenues from building, plumbing and fire permits, gas tax, sales tax and grants in the Police and Fire Departments. Additionally there is \$1,087,680 from designated Fund Balance from projects being carried over from last year. She noted that there are also expenses that are not within the General Fund to include Library computer grants, street lighting, Atlas Mill site purchase, Memorial Park, parking, Sanitation Fund, and Parks Capital Fund for the Skateboard Park and Centennial Trail grant.

DISCUSSION: Councilmember McEvers clarified that this amendment is the end of this fiscal year. Ms. Jensen confirmed that this is cleaning up revenues and expenditures from this fiscal year.

PUBLIC COMMENT: Mayor Widmyer opened public comments. Hearing no comments, he closed public testimony.

MOTION: Motion by McEvers, seconded by Evans, to dispense with the rule and read **Council Bill No. 18-1023** once by title only.

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

COUNCIL BILL NO. 18-1023

AN ORDINANCE AMENDING ORDINANCE 3588, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 APPROPRIATING THE SUM OF ~~\$89,467,942~~ \$103,039,937, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$13,571,995; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That Section 1 of Ordinance 3588, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$89,467,942~~ \$103,039,937, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2017.

Section 2

That Section 2 of Ordinance 3588; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

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

GENERAL FUND EXPENDITURES:

Mayor and Council	\$244,736	
Administration	380,413	
Finance Department	1,205,224	
Municipal Services	1,788,550	
Human Resources	311,711	
Legal Department	1,197,425	
Planning Department	717,644	
Building Maintenance	515,303	
Police Department	13,584,525	13,637,558
Drug Task Force	30,710	

Byrne Grants		19,952
COPS Grant	121,939	
Fire Department	9,709,001	10,172,641
General Government	105,900	1,399,098
Engineering Services	341,086	392,334
Streets/Garage	4,440,952	
Parks Department	2,102,365	2,107,405
Recreation Department	756,075	800,075
Building Inspection	876,593	
TOTAL GENERAL FUND EXPENDITURES:	<u>\$38,430,152</u>	<u>\$40,360,263</u>
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$1,618,412	\$1,657,659
Community Development Block Grant	384,049	
Impact Fee Fund	745,000	\$788,900
Parks Capital Improvements	146,500	2,309,400
Annexation Fees Fund	398,240	
Cemetery Fund	294,307	
Cemetery Perpetual Care Fund	157,000	
Jewett House	25,855	
Reforestation/Street Trees/Community Canopy	107,000	
Public Art Funds	443,500	
TOTAL SPECIAL FUNDS:	<u>\$4,319,863</u>	<u>\$6,565,910</u>
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$639,720	675,620
Water Fund	10,027,434	
Wastewater Fund	22,784,368	
Water Cap Fee Fund	866,000	
WWTP Cap Fees Fund	2,200,000	
Sanitation Fund	3,500,806	\$ 3,658,738
City Parking Fund	354,846	1,171,846
Drainage Fund	1,267,818	1,291,918
TOTAL ENTERPRISE EXPENDITURES:	<u>\$41,640,992</u>	<u>\$42,675,924</u>
FIDUCIARY FUNDS:	\$2,957,754	
CAPITAL PROJECTS FUNDS:	1,237,000	\$9,597,905
DEBT SERVICE FUNDS:	882,181	
GRAND TOTAL OF ALL EXPENDITURES:	<u><u>\$89,467,942</u></u>	<u><u>\$103,039,937</u></u>

MOTION: Motion by McEvers, seconded by Evans, to adopt **Council Bill 18-1023**.

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

(QUASI-JUDICIAL HEARING) ZC-3-18, 925 W. EMMA, ZONE CHANGE FROM R-12 TO C-17L REQUEST BY: MELROSE PROPERTIES, LLC

STAFF REPORT: : Associate Planner Mike Behary, presented the staff report, including a review of surrounding land use and zoning, Comprehensive Plan policies for consideration, physical characteristics, and neighborhood character. He noted that subject property is approximately .67 acres and is currently occupied by a duplex that is located toward the front of the parcel. The rear portion of the subject property is vacant. The property to the east is occupied by North Idaho's Veteran's Administration (VA) Medical Clinic. The applicant has indicated that they are in communication and negotiations with the VA about the expansion of the VA's Medical Clinic parking lot from the adjacent parcel onto the subject site. He noted that the following findings will need to be determined: that this proposal (is) (is not) in conformance with the Comprehensive Plan; that public facilities and utilities (are) (are not) available and adequate for the proposed use; that the physical characteristics of the site (do) (do not) make it suitable for the request at this time; that the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses. Mr. Behary commented that the Planning Commission unanimously voted to approve the zone change.

DISCUSSION: Councilmember Gookin noted that the topography map in the staff report makes the site seem steep. Mr. Behary noted the garage is built below grade, and that the site is flat.

PUBLIC COMMENT: Mayor Widmyer opened public comments.

APPLICANT: Ryan Nipp, Coeur d'Alene, noted that he is a partner at Parkwood Business Properties and that they own the property located at 925 Emma Avenue that is being requested to be rezoned. It sits within the health corridor and the C17L zone is a logical fit due to fast growth in the surrounding corridor. He noted examples of the Kootenai Health expansion over the past few years, including the birth center, north entrance, main lobby, and the emergency room expansion. Mr. Nipp noted that in 2013 the clinic visits were 138,000 compared to 245,000 visits in 2017. He noted that the VA Clinic next to the Emma property includes a pharmacy, physical therapy and it will soon have an eye clinic. The timing for this request is driven by the VA clinic's need to expand their parking lot, and that they would like to use the north end of Emma parcel to accommodate the expansion. They are currently in discussions, and if the parcel is not used as a parking lot, then a medical use facility would go in at that location. One Comprehensive Plan goal is to promote economic growth, and health care is specifically highlighted and promoted as it provides livable wages, year round stable jobs, and economic health to region. He noted that Kootenai Health is the largest employer in five northern counties and it is predicted that in 2019 it will double the number of employees from 2010.

DISCUSSION: Councilmember Edinger asked how traffic will be impacted with all the growth. Mr. Nipp noted that they have done many recent transportation improvements and are seeing positive results. He noted that they will need to continue the study of traffic to ensure the corridor is suited for growth. Councilmember McEvers noted that Emma Avenue looks narrow at that location, and asked if this development will widen the road in that area. Mr. Nipp noted that they have worked with the VA facility to observe traffic patterns and ingress and egress to improve that

area and will ensure access is appropriate. Councilmember Miller asked if the VA building is owned by Parkwood. Mr. Nipp confirmed it was owned by Parkwood, and that any development in the area would be a medical use and connected to the parking lot.

Mayor Widmyer closed public comment.

MOTION: Motion by McEvers, seconded by Evans to approve ZC-3-18, a proposed zone change at 925 W. Emma, from R-12 to C-17L requested by Melrose Properties, LLC and to make the necessary Findings and Order.

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

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

The meeting adjourned at 6:55 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

**GENERAL SERVICES COMMITTEE
MINUTES
September 24, 2018
12:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Ron Edinger
Councilmember Dan Gookin
Councilmember Amy Evans

STAFF PRESENT

Troy Tymesen, City Administrator
Amy Ferguson, Executive Asst.
Vonnie Jensen, Comptroller
Steve Moran, Fleet Mgr./Equip. Specialist

**Item 1 Approval of Annual Agreement for Audit Services
Consent Calendar**

Vonnie Jensen, Comptroller, presented a request for Council approval of a two-year engagement agreement with the Anderson Bros., CPA's, P.A., accounting firm to conduct the 2017-2018 and 2018-2019 Fiscal Year audits at a cost of \$34,145 per year.

Ms. Jensen explained in her staff report that the City conducts an annual audit to comply with Idaho State Statutes and the National Recognized Municipal Securities Information Repositories (NRMSIRs). She noted that it is a 3% increase from what the City paid for the Fiscal Year 2016-2017 audit, but there will be no increase for 2018-2019. Anderson Bros. completed the 2016-2017 audit for the City. The personnel that will be conducting this audit have over 44 years of combined governmental accounting and auditing experience, and are offering their services at a very reasonable cost.

Councilmember Gookin noted that the auditors keep the audit results for 5 years, and asked how long the City keeps them. Ms. Jensen confirmed that the City keeps the audit results forever.

MOTION: Motion by Gookin, seconded by Evans, that Council approve the two-year engagement agreement with the Anderson Bros, CPA's, P.A. accounting firm to conduct the 2017-2018 and 2018-2019 Fiscal Year audits at the cost of \$34,145 per year. Motion carried.

**Item 2 Declaration of Surplus of Police Department Expired and Outdated Equipment
Consent Calendar**

Steve Moran, Fleet Manager & Equipment Specialist, presented a request for council declaration of certain Police Department expired and outdated equipment as "surplus" and directing the disposal of the items.

Mr. Moran explained in his staff report that much of the service equipment used by the Police Department has expiration dates or becomes outdated with advances in technology, or simply is of no use to the Police Department because of age or current fit. The following items are requested to be declared as surplus:

- 18 expired Body Armor vests. Body armor has a 5 year expiration date. These 18 vests have passed their 5 year lifespan.
- 39 Streamlight halogen flashlights. Many of these lights are inoperable and in need of repair. The department has transitioned to brighter, longer-lasting LED flashlights. 20 additional

halogen lights, deemed to be in the best condition, have been retained to issue to Explorers and Volunteers.

- 18 Streamlight flashlight belt mounted, metal ring flashlight holders. Because of the metal ring, these holders rattle against the flashlight causing light housing wear and excessive noise while the officer is walking. The department has switched to all leather holders.
- 18 full length, yellow rain slickers with the word, "POLICE" screen printed on the back. These jackets have been updated with a current version of black rain jacket that does not interfere with the officer's access to their belt-mounted duty gear.
- 4 Inoperable Patrol bicycles. These bicycles have fallen into disrepair over many years of service. They have been replaced with 16 newer bicycles and are no longer required by the Department to fill a need for the Bicycle Patrol Division.

Mr. Moran further noted in his staff report that all of the items have exceeded their service life for the department had have been replaced with current equipment. Police body armor and rain jackets will be destroyed and disposed of. Flashlights, holders and bicycles will be sold at auction and proceeds returned to the General Fund.

Councilmember Gookin asked if the bikes could be donated to Bike CDA so that they can be recycled and given to kids who need them. Mr. Moran said that they could.

MOTION: Motion by Evans, seconded by Gookin, that Council approve the requested items surplus and authorize disposition as requested, including the donation of the bikes. Motion carried.

The meeting adjourned at 12:05 p.m.

Respectfully submitted,

Amy C. Ferguson
Executive Assistant

**PUBLIC WORKS COMMITTEE
MINUTES
September 24, 2018
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan English
Councilmember Kiki Miller

STAFF PRESENT

Jim Remitz, Capital Prog. Mgr.
Amy Ferguson, Executive Asst.
Chris Bosley, City Engineer
Tim Martin, Streets & Eng. Director
Randy Adams, Deputy City Atty
Troy Tymesen, City Administrator

**Item 1 Approval of Change Order #1, Collection System Telemetry Upgrades
Consent Calendar**

Jim Remitz, Capital Program Manager, presented a request for council approval of Change Order No. 1 to the Agreement between the City of Coeur d'Alene and Power City Electric, Inc., dated April 24, 2018, for construction of the Collections system Telemetry Upgrades.

Mr. Remitz explained in his staff report after a competitive bid process, Power City Electric, Inc. was selected for this project and entered into an agreement to perform the improvements specified on April 24, 2018. After the award of the project, the need for the installation of alternate programmable logic controllers (PLC) and corresponding power sources at each lift station was identified. Additionally, the need for a new, relocated, UL listed master telemetry unit (MTU) at the Wastewater Treatment Plant was identified. These items comprise the additional cost of \$34,250 for Change Order No. 1. Funds for the proposed change order are available in the current FY 2017-18 Wastewater Operating Fund.

Mr. Remitz reviewed the Collection System Telemetry Upgrades project, and noted that they found that the PLC controllers specified in the project are obsolete. The electrical engineer recommends replacing them with an upgraded PLC. Mr. Remitz noted that the original project cost was \$134,405. Councilmember Miller wondered if the engineer overlooked the need for a PLC when the specifications were sent out. Mr. Remitz said that no, the issue was discovered by the contractor after the contract went out. They found that the PLC that was specified in the contract documents was not going to be produced after December, 2018, and the engineer thought it would be best to install something more current rather than an obsolete PLC.

Councilmember McEvers asked how long Wastewater had been using this system. Mr. Remitz responded probably 20 year years. Councilmember McEvers asked what the department did before they had the current system. Mr. Remitz said that they manually checked the lift stations each day.

Councilmember McEvers asked why the pumps need to talk to each other. Mr. Remitz said that they tell the operators when the pumps don't start through the SCADA program which monitors and provides some controls for the pumps.

Councilmember McEvers asked if there are "fail safes" in these newer systems that would prevent failures such as recently happened in the Water Department due to lightening strikes. Mr. Remitz said

that he did not know, but would not imagine that there is any kind of “fail safe” that would make the pump run again in an event such as that.

MOTION: Motion by English, seconded by Miller, that Council approve Change Order No. 1 to the April 24, 2018, Agreement between the City of Coeur d’Alene and Power City Electric, Inc., in the amount of \$34,250. Motion carried.

Item 2 Approval of Construction Agreement with ITD for Stormwater Construction on US-95
Consent Calendar

Chris Bosley, City Engineer, presented a request for Council approval of a construction agreement with the Idaho Transportation Department for City stormwater infrastructure near the intersection of US-95 and Northwest Boulevard.

Mr. Bosley explained in his staff report that, as part of the US-95 reconstruction project at Walnut Avenue, the City would like to install stormwater infrastructure beneath US-95 for future stormwater treatment opportunities. The City is considering the construction of a stormwater swale west of US-95 near Northwest Boulevard. The existing stormwater pipes are on the east side of US-95. This project would construct a pipe under US-95 from the east to the west side to allow for future swale construction. The cost for construction would be paid for by the Stormwater Utility.

Mr. Bosley said that the goal is to put a pipe across US-95 and dead end it into the grassy area where they envision the construction of a swale in the future. Before they construct the swale, they need to do some modeling regarding capacity and flow. But, because the project is moving forward, they need to get the pipe in the ground first. Then, when ITD is done with their project, they can look at what kind of swale system they can install in that area.

Mr. Bosley explained that ITD has a separate stormwater system they are putting in. The pipe that is requested by the City comes from the neighborhood south of the cemetery to the east of 95 on Government Way. If there is enough swale area there and conditions are right, they can take that outfall offline, or reduce the amount.

Councilmember English asked if the pipe would be under US-95. Mr. Bosley confirmed that it would be and they would have to go in at night and install the pipe, and then cover it back up.

Councilmember Miller asked if this is something that could be done in conjunction with ITD when they do their work. Mr. Bosley said that ITD wants them to be out of the way, rather than combine it with their project.

MOTION: Motion by English, seconded by Miller , that Council approve the construction agreement with the Idaho Transportation Department for City stormwater infrastructure near the intersection of US-95 and Northwest Boulevard. Motion carried.

**Item 3 Approval of Maintenance Agreement with ITD for US-95 Improvements Near
Lacrosse Avenue
Consent Calendar**

Chris Bosley, City Engineer, presented a request for Council approval of a maintenance agreement with the Idaho Transportation Department for US-95 Improvements near Lacrosse Avenue.

Mr. Bosley explained in his staff report that as part of the US-95 reconstruction project, ITD will be reconstructing sidewalk and landscaping. Typically, per their policy, ITD does not maintain these items after construction. This agreement transfers maintenance responsibilities to the City for these items as well as items constructed on our streets. The Coeur d'Alene Parks Department has been involved in discussions with ITD and agrees to mow the dryland grass that is to be planted with this project at Walnut Avenue. Maintenance of the sidewalks will ultimately be the responsibility of the adjacent homeowners per the City Code. There is no increase to the financial requirement by the City for this agreement. The Parks Department has been maintaining the triangular landscaped island under a previous agreement. This agreement will be a reduction in maintenance.

Mr. Bosley said that the landscape triangle will be going away with seeded curb extensions added. He noted that they used to have a maintenance agreement to take care of the landscaping in the triangle, and will now be responsible for maintaining the curb extensions. They are going with a "dry lane" grass seed, which is easier to maintain. The maintenance agreement includes maintenance of the curb extensions, as well as side streets and sidewalks.

Councilmember Miller asked would what happen to the monument rock in the center of the triangle. Mr. Bosley said that there are two monuments – one is a Rotary monument and one is a memorial for John Goedde's daughter. Discussions have taken place with the Parks Department to find new homes for the memorials, and Mr. Bosley said that he believes they have both found new homes but won't be going in to the curb extension areas.

Councilmember McEvers asked Mr. Bosley to be sure and get what Mr. Greenwood wants in regard to grass for the curb extensions. WM – dry land grass – make sure you are getting what Bill wants in regard to grass.

Mr. Bosley commented that part of the ITD Fastlane project will include reconstruction of the bike trail that goes along US-95, and then giving it to the City to maintain.

MOTION: Motion by Miller, seconded by English, that Council approve the maintenance agreement with the Idaho Transportation Department for US-95 Improvements near Lacrosse Ave. Motion carried.

The meeting adjourned at 4:19 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

RESOLUTION NO. 18-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE FOLLOWING AGREEMENTS AND OTHER ACTION OF THE CITY OF COEUR D'ALENE: AN AGREEMENT WITH ANDERSON BROS., CPA'S, FOR AUDIT SERVICES; A REQUEST TO DECLARE AS SURPLUS, AND AUTHORIZE DISPOSITION OF, VARIOUS EXPIRED AND OUTDATED POLICE DEPARTMENT EQUIPMENT; CHANGE ORDER NO. 1 FOR THE COLLECTION SYSTEM TELEMTRY UPGRADE PROJECT; A COOPERATIVE AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR MAINTENANCE OF THAT PORTION OF US-95 WITHIN THE CITY LIMITS; AND AN AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR CONSTRUCTION OF US-95 IMPROVEMENTS NEAR LACROSSE AVENUE.

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

- A) Approval of an agreement with Anderson Bros., CPA's, P.A., for fiscal years 2017-2018 and 2018-2019 audit services;
- B) Declaration as surplus, and authorization for disposition of, various expired and outdated equipment for the Police Department;
- C) Approval of Change Order No. 1 to the agreement with Power City Electric, Inc., for Collection System Telemetry upgrades, adopted April 17, 2018, per Resolution No. 18-023, for an increase of \$34,250 in the contract amount;
- D) Approval of a Cooperative Agreement for Maintenance with the Idaho Transportation Department for that portion of US-95 within the City limits; and
- E) Approval of a Construction Agreement with the Idaho Transpiration Department for US-95 Improvements near Lacrosse Avenue;

AND

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

NOW, THEREFORE,

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

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

DATED this 2nd day of October, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.



FINANCE DEPARTMENT

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

Date: September 23, 2018

From: Vonnie Jensen, Comptroller
Subject: Annual agreement for the City audit

Decision Point: Should the City enter into a two-year engagement agreement with the Anderson Bros., CPA's, P.A., accounting firm to conduct the 2017-2018 and 2018-2019 Fiscal Year audits at a cost of \$34,145 per year?

History: The City conducts an annual audit to comply with Idaho State Statutes and the National Recognized Municipal Securities Information Repositories (NRMSIRs).

Financial Analysis: This is a \$995 (3%) increase from what the City paid for the Fiscal Year 2016-17 audit. There will be no increase for 2018-2019. The cost for the Fiscal Year 2017-2018 audit is included in the current budget, and the cost for the Fiscal Year 2018-2019 audit is in the financial plan in the amount of \$35,000 for the Finance Department under GL #001-003-4151-4202.

Performance Analysis: Anderson Bros. completed the 2016-17 audit for the City at a cost of \$33,150. The personnel that will be conducting this audit have over 44 years of combined governmental accounting and auditing experience, and are offering their services at a very reasonable cost.

Decision Point: Council should enter into a two-year engagement agreement with the Anderson Bros., CPA's, P.A., accounting firm to conduct the 2017-2018 and 2018-2019 Fiscal Year audits at the cost of \$34,145 per year.

Anderson

BROS. CPA's, P.A.

1810 E Schneidmiller Ave. Ste. 310
Post Falls, Idaho 83854
208-777-1099 (phone) 208-773-5108 (fax)

AUDIT ENGAGEMENT LETTER

August 20, 2018

City of Coeur d'Alene
Honorable Mayor, City Council, and Management
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Dear Honorable Mayor, Council and Management:

We are pleased to confirm our understanding of the services we are to provide the City of Coeur d'Alene for the years ended September 30, 2018 and 2019. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Coeur d'Alene as of and for the years ended September 30, 2018 and 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Coeur d'Alene's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Coeur d'Alene's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of City's Share of Net Pension Liability - Base Plan
- 3) Schedule of City's Pension Contributions – Base Plan
- 4) Schedule of City's Share of Net Pension Liability - FRF Plan
- 5) Schedule of City's Pension Contributions – FRF Plan
- 6) Police Retirement Trust Fund – Schedule of Employer Contributions
- 7) Police Retirement Trust Fund – Schedule of Funding Progress
- 8) Police Retirement Trust Fund – Schedule of Changes in Net Pension Liability and Related Ratios
- 9) Police Retirement Trust Fund – Schedule of City's Share of Net Pension Liability and Schedule of City's Contributions
- 10) Schedule of Funding Progress for Post-Employment Benefit Plans
- 11) Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies City of Coeur d'Alene's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards
- 2) Combining and Individual Fund Statements

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Honorable Mayor and Council of City of Coeur d'Alene. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S.

generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Coeur d'Alene's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Coeur d'Alene's major programs. The purpose of these procedures will be to express an opinion on City of Coeur d'Alene's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the following:

- 1) GASB 34 and 68 adjustments, as needed, based on information provided by PERSI and by you.
- 2) Long-term debt and capital asset adjustments and disclosures, as needed, based on information and schedules provided by you.
- 3) Disclosures and or adjustments required for your police retirement trust fund and your post-employment benefit plans, based on information provided by you and the actuaries.
- 4) Schedule of expenditures of federal awards, and related notes of the City of Coeur d'Alene in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the items noted above. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up

and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on September 30, 2018.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and related notes, and any other nonaudit service we provide, and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide, prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to

others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Coeur d'Alene; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Anderson Bros. CPA's, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Federal or State officials or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson Bros. CPA's, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

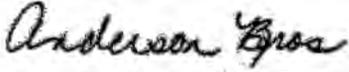
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by Federal or State officials. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audits in October of 2018 and 2019 and to issue our report no later than March 15, 2019 and 2020. Toni Hackwith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$34,145 for each year. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Coeur d'Alene and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Anderson Bros. CPA's, P.A.
RESPONSE:

This letter correctly sets forth the understanding of the City of Coeur d'Alene:

Management signature: _____
Vonnie Jensen, Comptroller

Governance signature: _____
Steve Widmyer, Mayor

Attest: _____
Renata McLeod, City Clerk

GENERAL SERVICES STAFF REPORT

DATE: September 24, 2018
FROM: Steve Moran, Fleet Manager & Equipment Specialist
SUBJECT: Surplus of expired and outdated equipment

Decision Point: Should the City Council declare certain Police Department expired and outdated equipment “surplus” and direct the disposal of these items?

History: Much of the service equipment used by the Police Department has expiration dates or becomes outdated with advances in technology or simply is of no use to the Police Department because of age or current fit.

Listed below are items with quantities and a brief reason for its identification as surplus.

18 Expired Body Armor Vests: Body armor has a 5-year expiration date. These 18 vests have passed their 5-year lifespan.

39 Streamlight halogen flashlights: Many of these lights are inoperable and in need of repair. The department has transitioned to brighter, longer lasting LED flashlights. 20 additional halogen lights, deemed to be in the best condition, have been retained to issue to Explorers and Volunteers.

18 Streamlight flashlight belt mounted, metal ring flashlight holders. Because of the metal ring, these holders rattle against the flashlight causing light housing wear and excessive noise while the officer is walking. The department has switched to all leather holders.

18 Full length, yellow rain slickers with the word “POLICE” screen printed on the back. These jackets have been updated with a current version of black rain jacket that does not interfere with the officer’s access to their belt mounted duty gear.

4 Inoperable Patrol Bicycles. These bicycles have fallen into disrepair over many years of service. They have been replaced with newer bicycles and are no longer required by the Department to fill a need for the Bicycle Patrol Division.

Financial Analysis: All of the items listed above have exceeded their service life for the department and have been replaced with current equipment. Police body armor and rain jackets will be destroyed and disposed of. Flashlights, holders and bicycles will be sold at auction and proceeds returned to the General Fund.

Decision Point: The City Council should declare the items surplus and authorize disposition as noted above.

**CITY COUNCIL
STAFF REPORT**

DATE: October 2, 2018
FROM: Steve Moran, Fleet Manager & Equipment Specialist
SUBJECT: Surplus of expired and outdated equipment

Decision Point: Should the City Council declare certain Police Department expired and outdated equipment “surplus” and direct the disposal of these items?

History: Much of the service equipment used by the Police Department has expiration dates or becomes outdated with advances in technology or simply is of no use to the Police Department because of age or current fit.

Listed below are items with quantities and a brief reason for its identification as surplus.

- 18 Expired Body Armor Vests: Body armor has a 5-year expiration date. These 18 vests have passed their 5-year lifespan.
- 39 Streamlight halogen flashlights: Many of these lights are inoperable and in need of repair. The department has transitioned to brighter, longer lasting LED flashlights. 20 additional halogen lights, deemed to be in the best condition, have been retained to issue to Explorers and Volunteers.
- 18 Streamlight flashlight belt mounted, metal ring flashlight holders. Because of the metal ring, these holders rattle against the flashlight causing light housing wear and excessive noise while the officer is walking. The department has switched to all leather holders.
- 18 Full length, yellow rain slickers with the word “POLICE” screen printed on the back. These jackets have been updated with a current version of black rain jacket that does not interfere with the officer’s access to their belt mounted duty gear.
- 4 Inoperable Patrol Bicycles. These bicycles have fallen into disrepair over many years of service. They have been replaced with newer bicycles and are no longer required by the Department to fill a need for the Bicycle Patrol Division.

Financial Analysis: All of the items listed above have exceeded their service life for the department and have been replaced with current equipment. Police body armor and rain jackets will be destroyed and disposed of. Flashlights, holders and bicycles will be sold at auction and proceeds returned to the General Fund.

Decision Point: The City Council should declare the items surplus and authorize disposition as noted above.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: September 24, 2018
FROM: James Remitz, Capital Program Manager
SUBJECT: Approval of Change Order No. 1 to the Collections System
Telemetry Upgrade Agreement with Power City Electric, Inc.

DECISION POINT: Should the City Council approve Change Order No. 1 to the Agreement between the City of Coeur d'Alene and Power City Electric, Inc., dated April 24, 2018, for construction of the Collections System Telemetry Upgrades?

HISTORY: The need for this project was identified in 2017 and the design of the project (along with a Radio Site Survey Report) was performed by Trindera Engineering in late 2017 and early 2018. After a competitive bid process, Power City Electric, Inc. was selected and entered into an agreement to perform the improvements specified for \$134,405 on April 24, 2018. After the award of the project, the need for the installation of an alternate programmable logic controllers (PLC) and corresponding power sources at each lift station site was identified. Additionally, the need for a new, relocated, UL listed master telemetry unit (MTU) at the Wastewater Treatment Plant was identified. These items comprise the additional cost (\$34,250) of Change Order No.1.

FINANCIAL ANALYSIS: The original contract price for this project was \$134,495. Change Order No.1 will increase the contract by \$34,250 resulting in a new contract amount of \$168,655. Funds for this proposed change order are available in the current (FY 17-18) Wastewater Operating Fund in account # 031-058-4351-7416.

PERFORMANCE ANALYSIS: Power City Electric, Inc. has the experience and expertise to complete the work proposed by this change order.

DECISION POINT/RECOMMENDATION: The council should approve and authorize the Mayor to execute Change Order No. 1 to the April 24, 2018 Agreement between the City of Coeur d'Alene and Power City Electric, Inc., in the amount of \$34,250.

Attachments:

- Proposed Change Order No. 1
- September 18, 2018 Letter from Trindera Engineering
- Proposal Rev 2 from Power City Electric, Inc.



1875 N. Lakewood Drive, Suite 300
Coeur d'Alene, ID 83814
(p) 208.676.8001 (f) 208.676.0100

September 18, 2018

City of Coeur d'Alene
Wastewater Department
765 W. Hubbard
Coeur d'Alene, ID 83814

Attention: Mr. Jim Remitz

Subject: City of Coeur d'Alene
Advanced Wastewater Treatment Facility
Collections Telemetry System Upgrades

Dear Jim:

During 2017, Trindera (TEI) was responsible for the design of the Collections System Radio/Telemetry Upgrades project as part of the annual maintenance/renovation plan. In March 2018, Power City Electric (PCE) was chosen from three (3) qualified contractors as the approved Contractor for this project.

This letter describes, in general, the engineering justification describing the value and reasoning for the approval request of PCE Change Order #1, proposal revision #2 (9/18/18), given the current situation, age, and support of the existing telemetry system.

The aging architecture and underlying issues of the existing City of Coeur d'Alene Collections SCADA system have hindered the system improvements over the past years. The Collections Department has also struggled with vendor and integrator services solely based on technology age and prior vendor selection. The original intent of the current engineering design was to provide the City of Coeur d'Alene Collections Department with one (1) new programmable logic controller (PLC) and one (1) new radio in each of the ten (10) lift stations including one (1) modified existing master control panel at the Collections garage. With this, the extent of the UL state inspection was approved by Mr. John Kraack, state electrical inspector, for modifications to the aforementioned equipment above only, no exceptions.

During initial field inspection of the control panels, it was verified that the existing power supplies will not provide sufficient startup, or "inrush", current for the "power on" sequence of the selected or any modern PLC and would require new UL certification. However, it should be noted, preliminary design review by Engineering deemed the power supplies suitable for "normal" operation of the new PLCs prior to commencement of the project and Mr. Kraack's onsite inspection. Engineering was made aware of the inrush requirement after the "Notice to Proceed" award of the project and that the vendor was to end support and manufacturing of the original specified PLC. With this, the request for an approved replacement PLC to the designed Allen Bradley Micrologix 1400 was solicited and reviewed by Engineering. The replacement PLC was then selected to be an Allen Bradley Compact Logix L1. It is widely supplied and serviced around the Pacific Northwest and is not planned to be discontinued, exceeds all system requirements for controls, and

has a minimized footprint for use within the control panel(s). Local integrators and service technicians are well versed in providing support for this equipment, benefitting the City in case of failure, troubleshooting, or replacement.

With the required modification to the power supplies regardless of any selected PLC, PLC model replacement, and after (1) one onsite inspection, no new field UL inspection for final approval certification would be necessary per Mr. Kraack's email on Thursday, September 6th, 2018. With this, ten (10) new power supplies will be required for the ten (10) PLC replacements. The currently selected PLCs and power supplies meet all manufacturer and engineering specifications, as contractually required.

During field investigations, the Collections Master Control Panel was deemed to be unfit and located outside a reasonable area in relation to the master telemetry antenna/SCADA server and would require UL re-certification for modifications. Engineering requested PCE to provide one (1) new master control panel located in the main floor electrical room in an effort to provide better signal with low losses, more effective connections to the Plant network, and provides cost savings for radio cabling and re-certification. The new control panel provides up-to-date documentation, warranty, and UL certification as required by the State of Idaho.

After thorough review, Change Order #1 - proposal revision #2 (9/18/18) as provided by PCE for the amount totaling \$34,250.00, is deemed acceptable and should be considered for approval by the City of Coeur d'Alene, Idaho, City Council members.

Sincerely,

A handwritten signature in blue ink that reads "Spencer A. Goodall". The signature is written in a cursive style and is positioned above the typed name.

Spencer A. Goodall, P.E.
Electrical Project Engineer
Trindera Engineering, Inc.



E. 3327 OLIVE
SPOKANE, WA 99202
PHONE: (509) 535-8500
FAX: (509) 535-4665

PROPOSAL Rev 2

PROPOSAL SUBMITTED TO City of Coeur D' Alene	DATE 9/18/18
STREET 765 W Hubbard	JOB NAME Collection System Telemetry upgrades
CITY, STATE, AND ZIP CODE CDA, ID 83814	JOB LOCATION 765 W Hubbard
ATTN: Mr Jim Remitz	PHONE: 208-620-3342

Jim,

Below is proposed change order #1 based on our meeting 8/8/18 and RFI #2. This amount is in addition to the contract amount and includes the following.

Inclusion:

- Allen-Bradley Compact Logix L1 PLC
- Allen-Bradley Point I/O Analog Input Module
- Power Supply, 24VDC, 240W
- Credit for Allen-Bradley Micro Logix 1400
- Credit for Allen-Bradley Micro Logix Analog Module
- Updates to already complete MTU drawings
- Updated Spare Parts to reflect new PLC
- UL Listed MTU panel
- Packaging and Shipping
- Electrical permit
- Bond

Exclusions

- Additional Mast and structure supports not included in base bid.
- Analog output PLC modules not specifically included in Woodhawks BOM.
- Programming of PLC and radios (by others per spec)
- Evaluation and integration of Auxiliary PLC (Float Controller) currently installed without documentation in (3) existing panels. Programmer to determine to review PLC logic and advise on functionality.
- Overtime
- UL listing of modified control panels

Total Adder \$ 34,250.00

I look forward to your input on this scope proposal. Feel free to contact me at any time if further questions arise or more detail is needed.

Thanks for the opportunity.
Steve Gilbertz

Change Order

No. 1

Date of Issuance: _____

Effective Date: _____

Project: Collections System Telemetry Upgrade Owner: City of Coeur d'Alene	Owner' s Contract No. :
Contract: Collections System Telemetry Upgrade	Date of Contract: April 24, 2018 – per City of Coeur d'Alene Resolution No. 18-023
Contractor: Power City Electric, Inc.	Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: See attached Proposal Rev 2 from Power City Electric, Inc.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 134,405.00	Original Contract Times: Working days Calendar days Substantial completion (days or date): 90 days Ready for final payment (days or date): 120 days
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___ : \$ 0	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___ Substantial completion (days): 0 days Ready for final payment (days): 0 days
Contract Price prior to this Change Order: \$ 134,405.00	Contract Times prior to this Change Order: Substantial completion (days or date): 90 days Ready for final payment (days or date): 120 days
[Increase] [Decrease] of this Change Order: \$ 34,250.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): 0 days Ready for final payment (days or date): 0 days
Contract Price incorporating this Change \$ 168,655.00	Contract Times with all approved Change Orders: Substantial completion (days or date): 90 days Ready for final payment (days or date): 120 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
_____ Engineer (Authorized Signature) Date: _____	_____ Owner (Authorized Signature) Date: _____	_____ Contractor (Authorized Signature) Date: _____

EJCDC C-941 Change Order
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: September 17, 2018
FROM: Chris Bosley – City Engineer
SUBJECT: Approval of Maintenance Agreement with ITD for US-95 Improvements near Lacrosse Ave.

=====

DECISION POINT: Should the City Council approve the maintenance agreement with the Idaho Transportation Department for US-95 Improvements near Lacrosse Ave.?

HISTORY: As a part of the US-95 reconstruction project, ITD will be reconstructing sidewalk and landscaping. Typically, per their policy, ITD does not maintain these items after construction. This agreement transfers maintenance responsibilities to the City for these items as well as items constructed on our streets. The Coeur d’Alene Parks Department has been involved in discussions with ITD and agrees to mow the dryland grass that is to be planted with this project at Walnut Ave. Maintenance of the sidewalks will ultimately be the responsibility of the adjacent homeowners per our City code.

FINANCIAL ANALYSIS: There is no increase to the financial requirement by the City for this agreement. The Parks Department has been maintaining the triangular landscaped island under a previous agreement. This agreement will be a reduction in maintenance.

PERFORMANCE ANALYSIS: Approval of this agreement will allow for ITD to complete the design phase of this project and move toward construction in 2019.

DECISION POINT/RECOMMENDATION: Council should approve the maintenance agreement with the Idaho Transportation Department for US-95 Improvements near Lacrosse Ave.

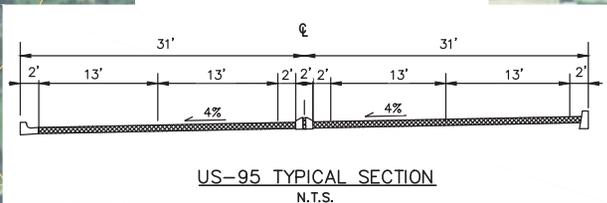


Existing Triangular
Landscaped Island

Proposed Dry-land
Grass Landscaping

Proposed Dry-land
Grass Landscaping

CURVE
 R = 270' (ABOUT CENTERLINE)
 e = 4%
 SPEED (CURVE) = 30 MPH
 POSTED SPEED 35 MPH
 REQUIRES CURVE-SPEED SIGN 30 MPH
 13' LANES SOUTH BOUND FOR WB-67
 13' LANES NORTH BOUND FOR WB-67



DESCRIPTION			DESIGNED	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY CADD FILE NAME ALT 2_30MPH R270-PE DRAWING DATE Sep. 13, 17
NO.	DATE	BY	GE	
			DESIGN CHECKED GE	
			DETAILED LS	
			DRAWING CHECKED GE	

IDAHO
TRANSPORTATION
DEPARTMENT



HMH ENGINEERING, LLC

PROJECT NO.
 A019(452)

ALTERNATE 2
 US-95 IC#430 to Lacrosse

English
 COUNTY KOOTENAI
 KEY NUMBER 19452
 SHEET 1 OF 1

NOT APPROVED
PRELIMINARY
 FOR CONSTRUCTION



Cooperative Agreement For Maintenance Of State Highway US 95

THIS AGREEMENT, made and executed in duplicate this 2nd day of October, 2018, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereinafter called the "State," and the CITY OF COEUR D'ALENE, hereinafter referred to as the "City."

WITNESSETH:

1. RECITALS

The parties desire to provide for the maintenance of state highway routes within the City as provided in *Idaho Code, Section 40-310(5)*, and to arrange herein for the particular maintenance functions to be performed by the City and those to be performed by the State and to specify the terms and conditions under which such work will be performed.

2. AGREEMENT

This agreement shall supersede previous Cooperative Maintenance Agreements. In consideration of the mutual covenants and premises herein contained, it is agreed that the City will perform such maintenance work as is specifically delegated to and the State will perform those particular functions of maintenance delegated to it on the state highway routes or portions thereof as hereinafter described under Sections 13, 17 and hereof or as said sections may be subsequently modified with the written consent of the parties hereto acting by and through their authorized representatives.

3. MAINTENANCE DEFINED

Maintenance is defined as follows:

- a. The preservation and keeping of right-of-way and each type of roadway, structure, and facility in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.
- b. Provisions as necessary for the safety and convenience of traffic and the upkeep of traffic control devices.
- c. The general utility services such as roadside planting and vegetation control.
- d. The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure or facility.
- e. Upkeep of illumination fixtures on the streets, roads, highways, and bridges, which are required for the safety of persons using the said streets, roads, highways, and bridges.

4. DEGREE OF MAINTENANCE

The degree and type of maintenance for each highway or portion thereof shall mean doing the work and furnishing the materials and equipment to maintain the highway facility herein described in a manner as near as practicable to the standard in which they were originally constructed and subsequently improved.

5. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this agreement is intended to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of state highways different from the standard of care imposed by law.

It is understood and agreed that neither the State, nor any officer, agent, servant, or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City or in connection with any work, authority or jurisdiction delegated to the City under this Agreement for Maintenance. The City, its officers, agents, servants, or employees, shall not be responsible for any damage or liability arising in connection with work to be performed by the State which is not otherwise delegated to the City.

6. HIGHWAY

Highway, as used herein, includes the entire right-of-way which is secured or reserved for use in the construction and maintenance of the traveled way and roadsides as hereinafter described.

7. ROADWAY

Roadway means the area between the inside face of curbs or the area between the flow lines of paved gutters; otherwise, the entire width within the highway which is improved for vehicular use including improved shoulders and side slopes, if they exist.

8. IMPROVED ROADSIDES

Improved roadside is the area between the roadway, as defined under Section 7, and the right-of-way boundary lines, including curb and sidewalk.

Curb relates to a timber, concrete, asphalt, or masonry structure separating or otherwise delineating the roadway from the remainder of the highway and shall include paved gutters. Medians that separate the roadways for traffic in opposite directions are considered a part of the improved roadsides. Sidewalk applies to the paved or otherwise improved surface area between the face of curb or edge of roadway and right-of-way boundary, including paved entrances or driveways.

9. UNIMPROVED ROADSIDES

Unimproved roadsides relate to the area between the roadway and right-of-way boundary wherein curbs and sidewalks do not exist.

10. BRIDGES

Bridges are structures that span more than 20 feet measured between abutments along the centerline of the street and multiple span structures where the individual spans are in excess of 10 feet measured from center-to-center of supports along the centerline of the street. All other cross-drainage structures shall be classified as culverts.

11. TRAFFIC CONTROL DEVICES

Traffic control devices include all signs, pavement markings, and highway illumination placed on or adjacent to the street or highway for the regulations, guidance, warning and aid of pedestrian and traffic movement thereon. Traffic signals will be treated under a separate agreement.

12. FRONTAGE ROADS

Frontage roads are roads constructed on either side of the highway to provide authorized road access to adjacent properties in lieu of access directly from the highway.

13. ROUTINE MAINTENANCE

Routine maintenance to be performed on the roadway or roadsides shall consist of such work as patching, spot sealing, crack sealing, snow plowing, snow removal, sanding, care of drainage, upkeep and repair of bridges,

culverts, curbs, benches and sidewalks, street sweeping and cleaning, repair of damage and cleaning up after storms and traffic accidents, control of roadside vegetation, care of landscaped areas, planters, trees or other ornamental plantings, and upkeep and operation of traffic control devices, all in the manner as hereinafter specified.

a. **Roadway**

- (1) Surface Repair: The patching of holes, depressed areas, spot sealing, undersealing, etc.
- (2) Crack Sealing: The cleaning, filling and sealing of cracks in pavement with sealing compounds.
- (3) Sweeping and Cleaning: The removal of dirt or litter normally coming onto the roadway from action of traffic or from natural causes, such as flood and storm debris.
- (4) Snow Removal: The removal of snow from the roadway by plowing, sweeping, and hauling and shall include applying sand and/or salt when required. The hauling away of snow need only apply on those highway sections where snow storage is limited or at such times when accumulations become greater than storage area capacity.
- (5) Utilities: Including manholes, boxes or other appurtenances shall be maintained by their owners.
- (6) Storm Sewers: Shall be kept clean and free from debris; traps and sumps cleaned as required after each storm.
- (7) Culverts: Shall be kept clean and free from debris; inlets and outlets shall be kept free of debris and growing grass or brush.

b. **Bridges**

Shall be inspected in accordance with the national inspection standards of *U.S. Code, Section 116(d), Title 23*, administered by the State. Bridges designed to AASHTO H-20 or better standards must be inspected on a frequency not to exceed two years. Bridges that are posted for restricted weight limits and/or designed to AASHTO HS-15 or less will be inspected on an annual basis. Inspections are to be accomplished by a qualified inspector. The State's district engineer shall be immediately notified of major defects. See current edition of *AASHTO Manual for Maintenance Inspection of Bridges* for inspector's qualifications, inspection reporting procedures, and structural analysis for load capacity of bridges.

c. **Improved Roadsides**

- (1) Curbs: Shall be kept in repair by cleaning, patching, lifting, and aligning.
- (2) Sidewalks: Shall be kept in repair by cleaning, patching, lifting, aligning, and regrading if of gravel or other non-cemented material.
- (3) Lawn or Grass Areas: Shall be kept mowed, watered, edges trimmed, and the watering operations shall not flood or sprinkle on the roadway.
- (4) Trees and Plantings: Shall be kept trimmed with dead material removed and hazardous limbs pruned. This agreement shall not be construed as restricting, prohibiting or otherwise relieving the City of the responsibility for inspection and upkeep of trees in a manner that will insure maximum safety to both vehicular and pedestrian traffic or to restrict or relieve the City from following the same policy and procedure generally followed by it with respect to streets of the City in the matter of requiring sidewalk repairs and control of vegetation to be made by or at the expense of abutting owners who are under legal obligation to perform such work.
- (5) Benches and Planters: Shall be kept in repair by cleaning, patching, aligning, and painting.

d. **Unimproved Roadsides**

- (1) Ditchings: Foreslopes, backslopes, and ditches shall be bladed and ditched regularly as required to keep as near as possible to the original typical cross section.
- (2) Cleaning: Foreslopes and backslopes shall be mowed as required. Trees and shrubs shall be kept trimmed, dead material removed and hazardous limbs pruned, waterways shall be kept free of debris.

e. **Traffic Control Devices**

Traffic control devices installed and maintained on the urban extensions of the State Highway System shall be in conformance with the recommendations and specifications of the current *Manual on Uniform Traffic Control Devices for Streets and Highways* as approved by the American Association of State Highway and Transportation Officials (AASHTO) and as adopted by the Idaho Transportation Department. The maintenance to be performed on these items shall consist of furnishing all necessary labor, material, services, and equipment to install, replace, operate, and/or repair in accordance with this agreement.

All traffic control devices installed inside the full control of access limits of the Interstate Highway System shall be the responsibility of the State.

- (1) Route Guide Signing: This includes all official designation guide signs at junctions of the urban extensions of the State Highway System, all entering community signs and all U.S. or State Highway System route markers necessary to properly identify and keep the motorist sure of the routes.
- (2) Other Guide Signs: This includes all other guide signs of an informational nature identifying streets, city parks, landmarks, and items of geographical or cultural interest that the community desires to sign.
- (3) Warning Signs: These will include all signs used to indicate conditions that are actually or potentially hazardous to users of the highway or street.
- (4) Speed Signs: These will include all regulatory signs to indicate speed limits that have been designated in accordance with statutory provisions.
- (5) Other Regulatory Signs: These will include all regulatory signs, other than the speed sign and lane control sign which are used to indicate the required method of traffic movement or use of the public highway or street.
- (6) Highway Lighting: This includes all fixed illumination of the roadway or sidewalks for purposes of providing better visibility of persons, vehicles or roadway features. All highway lighting shall be installed and maintained in accordance with current policies of the State. Maintenance shall include all upkeep of supports, interconnecting service, electrical energy costs, cleaning, lamp renewal, and associated labor and material costs required to maintain the lighting system in continuous nighttime operation.
- (7) Lane-Line Markings: These will include those lines dividing the roadway between traffic moving in opposite directions, lane-lines separating two or more lanes of traffic moving in the same direction, painted channelization, pavement edge markings, and no passing barrier lines where required.
- (8) Other Pavement Markings: These include all stop lines, crosswalk lines, parking space limits and word and symbol marking set into or applied upon the pavement surface or curbing or objects within or adjacent to the roadway for the purpose of regulating or warning traffic.

14. ENCROACHMENT PERMITS

If the State delegates authority to issue encroachment permits to the City, the authority shall pertain to all parts of the highway or street throughout the particular length indicated under Section 17 and/or 17-a of this agreement. Authority to issue encroachment permits shall not be assigned to the City unless they have adequate ordinances governing the encroachments together with an administrative organization and procedure capable of enforcing the ordinances.

Permits shall be issued on a form provided by the State and the City will furnish a copy of each permit to the State. The City agrees to follow current policies of the State regarding encroachment unless the City, by ordinance or other regulation, imposes more restrictive regulations as stated below. Prior approval of the State shall be secured before any permit is issued for the original installation of any utility line, driveway or other permanent encroachment within the highway right-of-way.

If the City, by ordinance or other regulation, imposes more restrictive regulations and requirements regarding signs, marquees and/or driveways than above set forth or as provided in current State policies, nothing in these provisions shall be construed to prevent the City from enforcing such restrictive regulations in the granting or refusing of permits with respect to any State Highway. Where authority to issue encroachment permits is retained by the State, all local ordinances which are more restrictive than State policy will be observed. When authority to issue Encroachment permits is retained by the State, approval of the City will be secured prior to the issuance of a permit. State permit forms will be used and a copy will be forwarded to the City for its record.

The City or State shall comply with its usual policy with respect to collecting costs from permittees in such cases as fees or charges are made by the City or State for encroachment work on streets or highways.

No signs, billboards or structures other than those authorized and installed by the State or the City as necessary for the regulating, warning, and guiding of traffic shall be permitted within or to overhang the right-of-way of any State Highway, except in accordance with these provisions:

- a. Signs or marquees extending over the sidewalk and right-of-way may be installed on a permitted basis in business districts only, subject to the following restrictions:
 - No sign or marquee shall be permitted to project over the roadway nor to extend beyond a vertical line located 18 inches outside the inside face of the curb.
 - Signs extending over the sidewalk area shall have no part thereof less than 12 feet above sidewalk or ground level. Marquees extending over the sidewalk area shall have no part thereof less than eight feet above sidewalk or ground level.
- b. Displays or signs overhanging the right-of-way may be authorized on a permit basis only outside of business districts when the display is placed flat against and supported by the building and providing it does not extend more than 12 inches into the right-of-way.
- c. All signs and marquees shall conform to the city building and/or sign code excepting that minimum clearance requirements as herein specified must be complied with.

They shall at all times be maintained in a good appearing and structurally safe condition. Any existing sign or marquee suspended or projected over any portion of State Highway right-of-way, which constitutes a hazard, shall be immediately repaired or removed.

- d. Signs or displays will not be permitted which resemble, hide, or because of their color, interfere with the effectiveness of traffic signals and other traffic control devices. Illuminated signs or displays containing red, yellow, or green lights will not be permitted to overhang the right-of-way.

- e. Temporary municipal decorations may be installed and suspended over the State Highway on a permit basis only. They shall not be permitted in locations that interfere with the visibility and effectiveness of traffic control devices.

It is understood that none of the provisions listed above (a. to e. inclusive) will be in conflict the Beautification of Highways Act of 1966, *Idaho Code, Section 40, Chapter 28*.

- f. Use of state highway right-of-way for benches, planters, and trees is subject to the following conditions:
 - Benches, planters, and trees must be at least 18 inches from the face of the curb. When benches, planters, and trees are placed on sidewalks, there must be a four-foot open space for pedestrians and bicyclists measured at a right angle from the edge of the sidewalk, or as an alternative, spacing that meets city-approved standards.
 - Benches, planters, and trees should not obstruct crosswalks or wheelchair ramps, or force pedestrians into the street by their placement.
 - Benches, planters, and trees should not be placed so as to impede the sight distance of vehicles using the highway.
 - Benches, planters, and trees shall not bear markings or signs that resemble official traffic signs.
 - Cities allowing benches, planters, and trees on state highway right-of-way agree to indemnify, defend regardless of outcome, and hold harmless, ITD from all accidents or occurrences resulting in damage to property, injury, or loss of life related to bench placement on highway right-of-way within the city.

15. TRANSPORTATION PERMITS

Transportation permits will be required on State Highways for all vehicles and their loads that exceed legal limitations. If authority to issue transportation permits is delegated to the City, such authority shall pertain only to travel that originates and terminates within the City corporate limits.

16. ROUTE DESCRIPTION

<u>Route No.</u>	<u>Milepost</u>	<u>Length Miles</u>	<u>Description of Routing</u>
US 95	429.633-430	0.367	North Lincoln Way, West Walnut Avenue
*City Streets & Alleys within State right-of-way limits	Various	Various	West Lacrosse Avenue, West Linden Avenue, North Lincoln Way, West Walnut Avenue, West Alley

*This includes portions of City streets and alleyways that intersect US 95 or drainage facilities and sidewalks associated with them that will be constructed as part of this project.

17. DELEGATION OF MAINTENANCE

The maintenance work to be performed by the City or State shall conform to the provisions hereof and shall include those operations as hereinafter indicated.

MAINTENANCE FUNCTION	AGENCY TO PERFORM WORK	
	US 95 (N. Lincoln Way, W. Walnut Avenue)	*City Streets & Alleys Within State Right-of- Way Limits
ROADWAY		
1. Surface Repair	State	City
2. Crack Sealing	State	City
3. Sweeping and Cleaning	State	City
4. Snow Removal	State	City
5. Utilities	City/Utility Companies	City
6. Culverts	State	City
7. Storm Sewers	City	City
BRIDGES		
1. Main Structure	N/A	N/A
2. Pedestrian Walks	N/A	N/A
IMPROVED ROADSIDES		
1. Curbs	State	City
2. Sidewalk	City	City
3. Lawn or Grass Areas	City	City
4. Trees and Planting	N/A	City
5. Medians	State	City
6. Benches and Planters	N/A	N/A
UNIMPROVED ROADSIDES		
1. Ditching	State	City
2. Cleaning	State	City
3. Weed Eradication	State	City
TRAFFIC CONTROL DEVICES		
1. Route Guide Signs	State	City
2. Other Guide Signs	State	City
3. Warning Signs	State	City
4. Speed Signs	State	City
5. Other Regulatory Signs	State	City
6. Highway Lighting	City	City
7. Lane-Line Markings	State	City
8. Other Pavement Markings		
Parking Space Limits	N/A	City
Crosswalks	State	City
Stop Bars	State	City
School Crossing	State	City
Railroad Crossing	N/A	N/A
Lane Control	State	City
ISSUE PERMITS ENCROACHMENTS	State	City
ISSUE PERMITS TRANSPORTATION	State	City

18. DELEGATION OF COSTS

All agencies shall bear all costs of maintenance obligations assigned to them under this agreement.

19. SUBSEQUENT IMPROVEMENTS

When a highway section or portion thereof is improved to urban standards, i.e., with curbs, sidewalks, etc., the delegation of maintenance shall automatically change to conform to the provisions as provided for similar sections under this agreement.

20. TERM OF AGREEMENT

This agreement shall become effective October 2, 2018 and shall remain in full force and effect until amended or terminated.

The agreement as above may be amended upon the mutual consent of the parties thereto.

The agreement as above may be terminated at any time upon 30 days' written notice by either party thereof to the other.

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

ITD Recommendation and Approval

District Engineer's Signature
Maintenance Supervisor's Signature
Highway Operations Manager's Signature

City

City of Coeur d' Alene, ID
Steve Widmyer, Mayor's Signature
Renata McLeod, City Clerk's Signature



BICYCLE/PEDESTRIAN FACILITIES

The Idaho Transportation Department is committed to achieving a safe, effective, and balanced multimodal transportation system that includes accommodations for bicyclists, pedestrians, and pedestrians with disabilities, along with motorized transportation modes. This commitment includes developing the transportation infrastructure to improve conditions for bicycling and walking by integrating provisions for bicycles and pedestrians into new construction and reconstruction highway projects through design features appropriate for the context and function of the transportation facility. The design and construction of facilities shall anticipate likely future demand for bicycling and pedestrian facilities, and not preclude the provision of future improvements.

Definitions

A **“bike/bicycle lane”** is a portion of a roadway that has been designated with signing and pavement markings for the preferential or exclusive use of bicyclists.

A **“shared use path”** is a multiuse facility for use by pedestrians and/or bicyclists that is physically separated from motorized vehicular traffic by an open space or barrier, and is within either the highway right-of-way or an independent right-of-way.

A **“sidewalk”** is that portion of a roadway that is intended for pedestrian use, and lies between the curb lines or the lateral lines of the travel way and the adjacent property lines.

An **“Accommodation”** is any facility, design feature, operational change, or maintenance activity that improves the environment in which bicyclists and pedestrians travel.

Facilities

Due consideration shall be given to bicycle and pedestrian needs in the design of new transportation facilities. The following items shall be considered when determining the possible inclusion of bicycle or pedestrian facilities within a project.

- The project’s scope
- Relevant planning documents, such as a corridor plan, local transportation plan, local pedestrian/bicycle policy, or facilities plan
- Limitations due to historic structures, environmental constraints, or other unique project features
- Context-sensitive issues, such as school crossings, transit stops, etc.
- Americans with Disabilities Act (ADA) requirements
- Discussions with local governments regarding any special circumstances, such as high-use recreation traffic generators outside of a city limit (schools, churches, business parks, etc.).

The above list does not represent all possible guidance to be considered when making a determination.

When it has been determined that a bicycle or pedestrian facility should be included within the project, accommodations generally include:

- Inside city limits - consideration of sidewalks and widened outside travel lanes or bicycle lanes.
- Outside city limits - the use of roadway shoulders.

All consideration given to bicycle and pedestrian facilities shall be documented in the project's Concept Report.

Project Costs

When the Concept Report requires the construction of bicycle and/or pedestrian facilities for projects on the State highway system, all costs associated with the construction shall be distributed in accordance with Administrative Policy A-19-01, FINANCING CONSTRUCTION OF STATE HIGHWAYS IN CITIES. Off-system and local bicycle and/or pedestrian facilities shall be the responsibility of the local entity, unless otherwise specified in a state/local agreement executed prior to construction.

Maintenance

The Department is responsible for costs associated with the maintenance of bicycle lanes on the State highway system, unless otherwise specified in a state/local maintenance agreement.

Routine maintenance of sidewalks and separated pathways located on highway right-of-way shall be the responsibility of the appropriate local agency through an agreement completed prior to construction. At its discretion, the local agency may accomplish certain maintenance activities through organized groups or entities that it authorizes. However, the maintenance responsibility remains with the local government agency.

Projects Proposed by Others

Due to the localized nature of non-motorized trips, the Department encourages local units of government to participate in planning and developing infrastructure that will support walking and bicycling.

The Department supports local governments by considering requests to make highway right-of-way available for non-motorized facilities. Future highway expansion or interference with the operational characteristics of the highway may preclude ITD from approving such requests.

Prior to giving approval for a facility, the Department may require the requesting agency to provide detailed analysis of the proposed facility's impacts to the highway in order to determine the acceptability of the facility.

When appropriate, the Department shall negotiate the use of state highway right-of-way only with local governments or other public agencies, not with private groups or organizations. This is to insure that project development, funding, and maintenance issues can be coordinated by an agency that can make a long-term written agreement with ITD. Private groups or organizations may participate as part of the planning process, but only local governments shall be responsible for the facility's planning, construction, and maintenance.

ADMINISTRATIVE POLICY A-28-04

Page 3 of 3

Signed _____

Date: August 05, 2009

L. Scott Stokes, P.E.

Acting Director

This Policy is based on:

- Title 23, USC Section 135
- SAFETEA-LU Section 6001
- Section 504 of the Rehabilitation Act of 1983, as amended, 29 USC 792
- Title II, Americans with Disability Act
- Board Policy B-09-08, BICYCLE/PEDESTRIAN FACILITIES
- Board Policy B-13-03, ENVIRONMENTAL STEWARDSHIP

Department-wide supervision and coordination assigned to:

- Division of Public Transportation Administrator

Direction for activity and results assigned to:

- Bicycle/Pedestrian Coordinator

Direction for standards assigned to:

- Geometrics Engineer

Department procedures contained in:

- This policy
- Statewide Bicycle Plan
- ITD Design Manual

Former date of A-09-08:

7/1/93 (Formerly numbered A-09-08, which replaced A-09-04, TRAVELWAYS FOR NON-MOTORIZED TRANSPORTATION)

Cross-reference to related Administrative policies:

- A-05-16, MAINTENANCE OF STATE HIGHWAYS
- A-11-01, TRANSPORTATION IMPROVEMENT PROGRAM
- A-19-01, FINANCING CONSTRUCTION OF STATE HIGHWAYS IN CITIES

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: September 17, 2018
FROM: Chris Bosley – City Engineer
SUBJECT: Approval of Construction Agreement with ITD for Stormwater Construction on US-95.

=====

DECISION POINT: Should Council approve the construction agreement with the Idaho Transportation Department for City stormwater infrastructure near the intersection of US-95 and Northwest Boulevard?

HISTORY: As a part of the US-95 reconstruction project at Walnut Avenue, the City would like to install stormwater infrastructure beneath US-95 for future stormwater treatment opportunities. The City is considering the construction of a stormwater swale west of US-95 near Northwest Boulevard. The existing stormwater pipes are on the east side of US-95. This project would construct a pipe under US-95 from the east to the west side to allow for future swale construction.

FINANCIAL ANALYSIS: The financial requirement for work described in this agreement would be paid for by the Stormwater Utility.

PERFORMANCE ANALYSIS: Approval of this agreement will allow for future construction of the proposed swale.

DECISION POINT/RECOMMENDATION: Council should approve the construction agreement with the Idaho Transportation Department for City stormwater infrastructure near the intersection of US-95 and Northwest Boulevard.



Potential Stormwater Swale Area

City Stormwater Pipe

Stormwater Outfall

CONSTRUCTION AGREEMENT

IC #430 TO LACROSSE AVE, CDA

PROJECT NO. A019(452)

KEY NO. 19452

ITD AGREEMENT NO. _____

THIS CONSTRUCTION AGREEMENT ("Agreement") made and entered into this 2nd day of October, 2018, by and between the **IDAHO TRANSPORTATION DEPARTMENT** ("State") and **CITY OF COEUR D'ALENE** ("City").

GENERAL DEFINITIONS:

- Contractor Individual, partnership, firm, corporation, or any combination thereof including their respective officers, agents, employees and their respective subcontractors including officers, agents and employees that are contracted to the Project.
- Project The work defined by the plans and specifications developed by the State that is assigned the Project Number and Key Number as shown on the first page of this Agreement.

PURPOSE:

The City proposes to install a storm drainage pipe at no cost to the State during the construction of IC #430 TO LACROSSE AVE, CDA. This Agreement sets out the terms and conditions under which the installation of the City's facilities are to be accomplished.

TERMS:

1. The City will be responsible for the materials, survey and design, saw cut, excavation, installation, backfill, repair of road surface, finish shoulder grading and appurtenances to install a storm drain pipe and manhole near Sta. 60+93.
2. City will provide ITD their design for approval 30-days prior to construction.
3. The City will reimburse ITD for any costs incurred as a result of delay caused to the Contractor by the City. It is the City's responsibility to coordinate with the Contractor.
4. City work to install a storm drain pipe and manhole will be at night. US-95 traffic will be limited to one lane with flagger control. City work will take two consecutive nights to complete, working in half the road section each night. City work will be between the hours of 7:00 PM and 6:00 AM. The road surface will be repaired to a paved surface capable of two lanes of traffic during daytime hours.

5. The Contractor will provide traffic control for the Cities work under applicable contract pay items for traffic control. It is the City's responsibility to coordinate with the Contractor for such traffic control work.
6. Contractor to include City work for two consecutive nights during the work week within the construction schedule. Contractor to provide the project construction schedule to the City during the pre-construction meeting. The Contractor shall provide the City 30 calendar days notice prior to the scheduled City work.
7. Upon completion, the City will provide the State with as-built drawings of the storm drainage installation.
8. After receipt of the as-built drawings, the State will provide the City with a Right-of-Way Encroachment Permit for the City's facility installed within the State's road right-of-way.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Attest for **CITY OF COEUR D'ALENE**

CITY:

CITY OF COEUR D'ALENE

By: _____

By: _____

Title: City Clerk

Title: Mayor

Printed Name: Renata McLeod

Printed Name: Steve Widmyer

Recommended for ITD

STATE:

IDAHO TRANSPORTATION DEPARTMENT

By: _____
Chris Bosley, Project Manager

By: _____
Title: District Engineer

ANNOUNCEMENTS

Memo to Council

DATE: September 25, 2018

RE: Appointments to Boards/Commissions/Committees

The following reappointments are presented for your consideration for the October 2nd Council Meeting:

KATHLEEN SAYLER

Jewett House Advisory Board

JOHN BORAAS

Jewett House Advisory Board

Copies of the data sheets have been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Bill Greenwood, Jewett House Advisory Board Liaison

Memo to Council

DATE: September 27, 2018

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the October 2, 2018 Council Meeting:

SCOTT CRANSTON Parks & Recreation Commission

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
 Melissa Brandt, Parks & Rec Staff Support

OTHER BUSINESS

Date: October 2, 2018

To: Mayor Widmyer and the City Council

From: Troy Tymesen; City Administrator

Re: Police Captains Memorandum of Understanding (MOU)

Decision Point: Should the City Council approve the proposed Police Captain MOU establishing compensation and benefits for a one year contract?

History: The MOU shall be applicable to the two Police Captains for a term commencing October 1, 2018 and ending September 30, 2019. All prior resolutions between the City and the Police Captains will no longer be applicable.

Financial:

The following are the significant highlights regarding the MOU:

- 1 year MOU;
- 2.5% cost of living adjustment;
- Additional 1% overall adjustment;
- Increasing educational incentive pay to be equivalent with all other employee groups;
- The medical premium cost for dependent coverage will increase from 5% to 10%.

Performance Analysis:

The proposed MOU with the Police Captains was discussed in good faith with the City, and the compensation and benefits included will provide a competitive package for the two Captains represented.

Decision Point/Recommendation:

City Council should approve the proposed Police Captain MOU establishing compensation and benefits for a one year contract.

RESOLUTION NO. 18-055

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COEUR D'ALENE AND THE POLICE DEPARTMENT CAPTAINS.

WHEREAS, the City Administrator and Human Resources Director have recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding with the Police Department Captains, pursuant to terms and conditions set forth the agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

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

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

DATED this 2nd day of October, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Memorandum of Understanding

This understanding is made and entered into this 2nd day of October, 2018, by and between the **City of Coeur d'Alene**, hereinafter know as the City, and the **Police Department Captains**, hereinafter known as Captains. The understanding shall be for a term commencing October 1, 2018 and ending September 30, 2019, except as specifically provided herein.

Section 1. Purpose/Intent

The purpose of this document is to create an understanding that specifically pertains to Captains, who are FLSA "exempt employees." Captains perform work under the day-to-day guidance of the Police Chief.

Section 2. Definitions

- (a) Police Department Captains shall mean employees responsible for the management of one or more major divisions within the Police Department with a rank of captain.
- (b) Exempt employee shall be the Fair Labor Standards Act classification that Captains will be regulated under. As such, Captains shall be paid salary and shall not be eligible for compensatory or overtime pay.

Section 3. Conditions of Employment

- (a) Residency: Captains must disclose to the Police Chief any intent to change residency because Captains, at the discretion of the Police Chief, may be required to reside within twenty (20) miles of City limits.
- (b) Duties: A Captain's duties and responsibilities shall be in accordance with the adopted job description, as well as all duties assigned by the Police Chief.
- (c) Application of Personnel Rules: Captains shall be exempt from the personnel rules except the following and as may be adopted by City Council hereafter.
 - 1. Rule I, Section 11, "Standards and Conduct"
 - 2. Rule XI, Section 3, "Sick Leave"
 - 3. Rule XI, Section 4, "Bereavement Leave," allowing for up to 40 hours of leave without pay
 - 4. Rule XI, Section 5, "Military Leave"
 - 5. Rule XI, Section 7, "Witness and Jury Leave"
 - 6. Rule XI, Section 9, "Holidays"
 - 7. Rule XI, Section 10, "Family and Medical Leave"
 - 8. Rule XI, Section 11, "Retirement Consultation Benefit"
 - 9. Rule XIV, "Disciplinary Action – Layoff – Resignation"
 - 10. Rule XV, "Grievance Procedures"
 - 11. Rule XVI, "Personnel Appeals Procedures"

12. Rule XVIII, Section 5, "Use of City Property"
13. Rule XIX, "Authorization and Procedures for Expense Reimbursement"
14. Rule XXI, "Drug Policy"
15. Rule XXIII, "Prohibition Against Harassment and Violence in the Workplace"
16. Any other rule that, by its terms, is specifically applicable to Police Department Captains.

- (d) In addition to the personnel rules listed above, Captains must follow all policies and procedures applicable to them that are approved by the city council by resolution.

Section 4. Benefits

- (a) Vacation Accruals: Vacation accruals shall be as follows:

1. First through third year of service: Eight (8) hours for each month of service.
2. Fourth through fifth year of service: Twelve (12) hours for each month of service.
3. Sixth through tenth year of service: Sixteen (16) hours for each month of service.
4. After ten (10) or more years of service: Twenty (20) hours for each month of service.

Vacation usage must be reported on time records in half day increments. A Captain with more than three hundred sixty (360) hours vacation leave as of October 1 (the first day of the City's fiscal year) shall utilize the excess leave before January 15 of the following calendar year, unless otherwise approved by the Police Chief and by the Human Resources Director.

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

- (b) Sick Leave: As an FLSA exempt employee, Captains shall continue to accrue sick leave according to Rule XI, Section 3 (ten hours per month). Sick leave usage must be reported on time records in half day increments. Captains shall be eligible to participate in the sick leave bank. Captains shall not receive compensation for accumulated sick leave unless the employee retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code. Sick leave options 1 and 2, found in Rule XI, Section 3, are applicable.
- (c) Compensatory Time (comp time): As an FLSA exempt employees, Captains are not eligible for comp time.
- (d) Compensation/Performance Based Salary Increases: Captains shall be paid a salary as set herein.

Captains shall receive annual salary increases based on a performance based evaluation from the Police Chief. Captains will receive a salary increase ranging from 5% to 8% if the performance is rated an overall average or above rating. If performance is below average, a Captain is not eligible for any increase until performance is at a minimum of an overall average. A salary increase will only be granted following a minimum of twelve consecutive months of service from the previous performance salary increase and salary increases will continue, not to exceed the maximum salary of the pay/classification plan as follows:

<u>Police Captain (Exempt)</u>	<u>Minimum</u>	<u>Maximum</u>
FY 2018-2019:	\$53.98/\$112,272	\$59.02/\$122,761

The above minimum and maximum of the pay/classification plan reflects the agreed upon 2.5% Cost of Living Adjustment (COLA) and additional 1% overall adjustment. Any other changes to the pay/classification plan will only be made if approved by the Captains and the City Administrator.

Captains who earn a degree reasonably related to their job function from accredited colleges shall be paid an additional amount based upon the following:

Associate degree:	\$.19 per hour
Bachelor's degree:	\$.37 per hour
Master's degree:	\$.47 per hour

- (e) **Additional Benefits:** Captains shall receive the same Social Security (F.I.C.A.), Public Employees Retirement System of Idaho (PERSI), medical, dental, and vision insurance and long term disability insurance authorized by the council for the employees represented by the Police Association.
- (f) **Health Reimbursement Arrangement (HRA/VEBA):** The City will contribute one hundred twenty-three dollars (\$123.00) per month to each Captain's HRA/VEBA Plan. If the employee is covered on the City of Coeur d'Alene's medical plan, the City agrees to contribute One Thousand Dollars (\$1,000) annually for an individual employee deductible and Two Thousand Dollars (\$2,000) annually for an employee family deductible into the employees HRA/VEBA plan. The contribution will be deposited into the employee's HRA/VEBA plan on a monthly basis with the applicable deductible contribution divided by the applicable months of eligible coverage.

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

A Captain who retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code will receive a lump sum payment to the Captain's HRA/VEBA plan for vacation

and eligible sick leave balances.

(g) Life Insurance: The City will provide life insurance for Captains and dependents as follows: 1) Captain life insurance shall be \$50,000; 2) Dependant life insurance, \$1,000; 3) Accidental death and dismemberment insurance, Captain only, shall be \$50,000.

(h) Tuition Reimbursement: The City agrees to reimburse Captains at the in-state tuition rates for public education institutions in Idaho. The City will reimburse one hundred percent (100%) with an "A" or "B" grade and eighty (80%) with a "C" grade for the cost of approved job-related educational courses at accredited colleges and universities which are directly related to the Captain's present position or expected promotional position, but which courses are not required by the City and are attended upon the Captain's personal volition. All books, supplies and travel expenses shall be paid by the Captain. The courses shall be approved for reimbursement by the Chief of Police thirty (30) days prior to the start of the course and forwarded to the Human Resources Director.

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

(i) Miscellaneous: The Police Chief shall authorize car assignments. Any personal use of a City assigned vehicle may be taxable to the Captain per IRS Publication 15-B.

Section 5. Supervision

Captains shall be supervised by the Police Chief and subject to disciplinary action as deemed appropriate by the Police Chief.

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

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CAPTAIN

By: _____
Steve Widmyer, Mayor

By: _____
David A. Hagar

ATTEST:

CAPTAIN

Renata McLeod, City Clerk

By: _____
Lee Brainard