

**WELCOME**  
To a Regular Meeting of the  
**Coeur d'Alene City Council**  
Held in the Library Community Room: 702 E. Front Avenue at **6:00 P.M.**

**AGENDA**  
**VISION STATEMENT**

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

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

**September 3, 2024**

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

**B. INVOCATION:** David Gortner with St. Luke's Episcopal Church

**C. PLEDGE OF ALLEGIANCE**

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

**E. Acknowledgement of the Resignation of Councilmember McEvers, Seat #4, accepted by Mayor Hammond, and swearing in of Woody McEvers to fill the vacant Mayor position.**

1. Oath of Office – Mayor

**F. ELECTION OF COUNCIL PRESIDENT**

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

**H. ANNOUNCEMENTS**

1. City Council
2. Mayor

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

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

1. Approval of Council Minutes for the August 20, 2024 Council Meeting.
2. Approval of General Services/Public Works meeting Minutes from August 12, 2024.
3. Setting of General Services/Public Works meeting for September 9, 2024.
4. Approval of a Cemetery Lot transfer from Mary E. Somers to Dennis J. Mason; Section K, Block 10, Lots 4 and 5 Forest Cemetery Riverview Annex, (\$40.00)

**As Recommended by the City Clerk**

5. Approval of Bills as Submitted.
6. **Resolution No. 24-067**
  - a. Approval of S-3-22 Birkdale Commons: acceptance of improvements, Maintenance/Warranty Agreement and security

**As Recommended by the City Engineer**

**J. OTHER BUSINESS:**

1. **Resolution No. 24-068** - Approval of the signature of Mayor Woody McEvers for financial transactions.
2. **Resolution No. 24-069** - Establishing a pilot project to allow possession of open containers of beer, wine, or other alcoholic beverages, and consumption thereof, on certain public sidewalks and other public rights-of-way when such sidewalks or rights-of-way are being used for a permitted farmer's market special event sponsored by the Downtown Association.
3. **Resolution No 24-070** - Approving the amendment to the classification and compensation plan, adding "TV Production Coordinator" as a new classification in the Municipal Services Department.

**Staff Report by: Melissa Tosi, Human Resources Director**

4. **Resolution No 24-071** - Approving an Agreement with Coeur d'Alene Firefighters Local No. 710, International Association of Firefighters, establishing compensation and benefits over a four-year contract, 2024-2028.

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

5. **Council Bill No. 24-1011** - Amending Municipal Code §§ 6.15.010 and 6.15.120, to allow possession of domestic fowl and provide regulations for said possession.

**Staff Report by: Randy Adams, City Attorney**

## K. PUBLIC HEARING

Please feel free to sign up in advance of the meeting to testify at <https://www.cdaid.org/signinpublic/Signinformlist> prior to 3:00 p.m. the day of the hearing.

1. Legislative – Fiscal Year 2024-2025 Annual Appropriation Ordinance

**Staff Report by: Katie Ebner, Finance Director**

- a. **Council Bill No. 24-1012** - Approving the Annual Appropriations for Fiscal Year 2024-2025 and the use of 1% foregone taxes for maintenance and operations.
2. Quasi-Judicial - O-2-24- City of Coeur d'Alene is requesting the creation of a new zoning district called the University District and rezoning specified properties, in and near the North Idaho College Campus

**Staff Report by: Hilary Patterson, Community Planning Director**

- a. **Council Bill No. 24-1013** - Approving the creation of Municipal Code §17.05.1300 - 1370, creating a new zoning district called the University District and rezoning specified properties, in and near the North Idaho College Campus.
- b. **Council Bill No. 24-1014** - Approving the University District zoning for the following properties: all property north of the high water mark of Lake Coeur d'Alene and east of the high water mark of the Spokane River, which lies west of and includes N. Hubbard Street, except any public right-of-way, and south of W. River Avenue; all property north of W. River Avenue east of the high water mark of the Spokane River and west of, and including, the parcel bearing the legal description of North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-015), and south of the City of Coeur d'Alene property utilized for the Advanced Wastewater Treatment Plant; that parcel lying east of W. Hubbard Street bearing the legal description North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-012); that parcel lying east of W. Hubbard Avenue and north of W. River Avenue bearing the legal description of North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-015); and parcels bearing the legal description of Fort Sherman Aband Mil Res. TAX#23504 IN LT 14 1450N04W and Fort Sherman Aband Mil Res. TAX#23200 IN LT 14 1450N04W. Property not rezoned is: all parcels on N. Military Drive north of W. River Avenue, and the two parcels zoned R-12 on the west side of N. Hubbard Avenue bearing the addresses 802 W. River Avenue and 415 N. Hubbard Avenue. This District shall overlay any approved Planned Unit Developments (PUD) in the District.

## L. ADJOURN:

*This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5, and on Facebook live through the City's Facebook page.*



# Coeur d'Alene CITY COUNCIL MEETING

*September 3, 2024*

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**MEMBERS OF THE CITY COUNCIL:**

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



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CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208/769-2231  
FAX (208)769-2388

August 20, 2024

Renata McLeod  
City Clerk  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83814

Dear Renata McLeod,

Please let this letter serve as the record for my resignation for Council Seat #4, effective September 1, 2024. As you know I will begin my service as Mayor September 1, 2024 and need to officially vacate this Council seat so that it may be filled in my absence.

Sincerely,

Woody McEvers

CC: Mayor Hammond

# ANNOUNCEMENTS

# CONSENT CALENDAR

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

August 20, 2024

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 on August 20, 2024, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

**INVOCATION:** Chase Fluhart of Trinity Church led the Invocation.

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

**AMENDMENT TO THE AGENDA: MOTION:** Motion by Gookin, seconded by Wood to table the item under Announcements 2.b. regarding the nomination for the appointment of Councilmember Seat #4 effective September 1, 2024 to the September 3, 2024 meeting.

**DISCUSSION:** Councilmember Gookin explained that the reason for his motion is that there is no vacancy which could lead to a problem should an appointment made tonight, and it will be best to fill-up the position on September 3. He stated that the white paper prepared by City Attorney Randy Adams mentioned that there is no specific definition of the word "vacancy" in statutes. He cited Idaho Code §59-901 where a resignation would be submitted in writing to the body and approved by the board. Councilmember Evans requested Mr. Adams to comment on the statement of Councilmember Gookin. Mr. Adams commented that it is how it is interpreted in practice, and it is a legitimate interpretation of a vacancy which occurs upon resignation even if it is effective on a future date. Councilmember English expressed a desire to have a process to fill the vacancy. Councilmember Gookin mentioned a 2011 court case involving a vacancy on the Coeur d'Alene School Board to argue against appointing someone to a seat that is not yet vacant. He added that he would feel better if there was a letter of resignation submitted to Council. Mr. Adams clarified that the statute is somewhat different in the replacement of a Mayor and Council member from a school board member. Councilmember Wood shared that when she resigned from the NIC Board, they were required to submit a resignation letter to the Chairman of the Board. She stated that she agrees with Councilmember Gookin that there is not a current vacancy. Councilmember English stated that the Council is not in a rush and so he supports the motion to table it to next meeting.



**ROLL CALL:** Evans No; Miller No; McEvers No; English Aye; Wood Aye; Gookin Aye. Mayor Hammond voted No. **Motion failed.**

Mr. Adams mentioned that the City Clerk informed him that a letter of resignation was submitted to her today by Councilmember McEvers.

**PUBLIC COMMENTS:**

Jeanette Laster, Coeur d'Alene, relayed her concerns about the decision to have recreation vendors at the Atlas Waterfront area. She stated that while she is not opposed to the idea, she wanted to bring to the attention of the Council that she observed that the "no wake" rule is not honored and there are several spots on the stretch that narrows causing a bottleneck. She expressed concern about the current in the area which may cause drowning incidents. Ms. Laster added that the accessible ramp should be monitored, as she witnessed a bike chained and locked blocking access to the ramp, and there's also some algae buildup on the ramp making it slick.

Emily Boyd, Coeur d'Alene, thanked Council for considering the pilot project to have beer and wine at the Farmers Market. She explained that they brought this forward with a lot of research looking at the experience of Moscow, Idaho Falls, and Boise which have been a successful program for them. She added that their intent is still to maintain the family friendly character of downtown Coeur d'Alene.

**ANNOUNCEMENTS:**

Councilmember McEvers presented a plaque to Mayor Hammond commemorating his years of service as Mayor. He noted that it has been a pleasure to work with him and the state of Idaho will certainly miss his volunteerism. Mayor Hammond thanked the community for the opportunity given to him work and serve them. He also thanked all the staff and Council for working diligently for the people of this community. He stated that it's been a wonderful adventure.

Mayor Hammond requested the appointment of Kevin Jester to the ignitecda Board.

**MOTION:** Motion by Evans, seconded by Wood to appoint Kevin Jester to the ignitecda Board. **Motion carried.**

Mayor Hammond noted his nomination for the appointment of Councilmember Seat #4 of Kenny Gabriel effective September 1, 2024, pursuant to Idaho Code § 50-608.

**MOTION:** Motion by Evans, seconded by McEvers to appoint Kenny Gabriel to the position of Councilmember Seat #4 effective September 1, 2024.

**DISCUSSION:** Councilmember Evans requested Mr. Adams explain the process should there be a tie in the vote. Mr. Adams stated that Idaho Code § 50-602 is the general statute involving the mayor's duties and responsibilities which says that he may vote only when the Council is equally divided. He further explained that the statue involved in replacing a Councilmember says that the Mayor shall appoint or nominate someone to fill a seat and that the Council votes to either confirm

or reject the nominee; however, in case of a tie, he cannot definitely say that the Mayor cannot vote to break a tie because he is not a member of the Council. Councilmember Evans asked if it would put them in legal jeopardy should the mayor choose to break a tie with Mr. Adams responding that the statute is unclear, but anyone can file a lawsuit; however, on this specific issue, it would be unlikely to succeed. Councilmember English stated that he will vote no because he wants to honor the process regardless of the nominee. Councilmember Wood stated that Mr. Gabriel is a proven leader, and she liked him; however, the issue here is that the process is not transparent. She shared that she was contacted by some who were interested in applying but she cannot identify the process. She mentioned that there was nothing in writing issued to the public that they can submit applications if they are interested and there will be public interviews. Councilmember Gookin pointed out that the issue is about transparency and the process. He stated that the Mayor does not have the authority to vote because he is not a member of the Council. Councilmember Miller stated that while she is not familiar with Councilmember Gookin's legal expertise or background on the matter, hence she requested Legal to weigh in about this item. She stated that she agrees with Councilmember Wood's position, given her experience, about having a process. However, she pointed out that a month ago, the Council went through a process where they appointed a Mayor without public input or call for applications, or anything in the process for the appointment in the Mayor's seat and there were also one-on-one conversations that went on. Councilmember Miller stated that the Council was elected to do the work for the people and part of that is to fill an interim Council position. She explained that the statutes can be interpreted one way or another but there is no defined process. Council cannot really know what the entire public wants, but she feels a good segment of the public wants the Council to do its job on what the statutes says and that is the Mayor will nominate and Council will confirm or not. Councilmember Miller stressed that there's only 14 months remaining for this Council seat, and it should be filled with someone who can hit the ground running as the Council has a lot of work ahead. She said that she assumed in good faith that the new Mayor has reviewed the applications he received and have come forward with a nomination that is most qualified from that group. Councilmember Gookin stated that no one was interested in the Mayor's seat outside of Council that is why it's different. He said that he will always side with transparency over expediency. He noted that the name of Mr. Gabriel was not stated in the agenda. Councilmember Wood stated that Councilmember Miller has made some good points about what the statute says and the Council's role but there is nothing that precludes the Mayor to be collaborative with Council and the community. She shared that majority of the people she spoke with want the public to be involved and the Council has no idea who applied to the position and the process that led to this nomination.

Mayor Hammond stated that the Council certainly has the right to propose a process for the selection of any nominee put before them, but they don't have the right to force that upon the Mayor. He added that the code is very clear that the Mayor nominates and the Council either confirms or chooses not to confirm the nomination or appointment. Mayor Hammond stressed that the nominee, Mr. Gabriel, is a good individual and has proven himself to the community for a long time. Additionally, he thinks it is not fair to put him into a seat where three councilmembers voted against a process even if the actual motion is for a person. He said that he will not leave his last meeting forcing a person into a position where half of the Council has voted against the motion and there is a real question about whether the mayor has the right to vote. Given these reasons, Mayor Hammond decided not to vote.

**ROLL CALL:** Evans Aye; Miller Aye; McEvers Aye; English No; Wood No; Gookin No.  
Mayor Hammond Abstain **Motion failed.**

**CONSENT CALENDAR:**

1. Approval of Council Minutes for August 6, 2024 Council Meeting.
2. Approval of Bills as Submitted
3. Approval of Financial Report
4. Approval of a Cemetery lot repurchase from Scott Cranston, Lots 9 and 10, Block Wall A, Section FOR, in Forest Cemetery. \$700.00)
5. Setting of public hearings:
  - a. September 3, 2024: 0-2-24- City of Coeur d’Alene is requesting the creation of a new zoning district called the University District and rezoning specified properties, in and near the North Idaho College Campus
  - b. September 17, 2024: ZC-3-22: River’s Edge Apartments, LLC is requesting a Zone Change from R-12PUD and C-17PUD To R-17PUD and approval of a Development Agreement for property located at 3404 W. Seltice Way
  - c. September 17, 2024: A-1-24; CDA Hockey Academy is requesting +/- 5.096 - acre annexation from County Commercial to C-17 for property located at 3505 W. Seltice Avenue
6. **Resolution No. 24-063** –
  - a. Acceptance of a Utility Easement for Stormwater Line from Dennis Cunningham, for property located at Tax #26053 (IN GL22) URD Lake District 1997 1150N04W
  - b. Acceptance of a Utility Easement for Sewer Line from Dennis Cunningham, for property located at Tax #26053 (IN GL22) URD Lake District 1997 1150N04W
  - c. Approval of the donation of E-ONE Ladder Truck to NIC
  - d. Approving the Second Addendum to the Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services in Kootenai County between Kootenai County, the Kootenai County Emergency Medical Services System (KCEMSS), and the City of Coeur d’Alene.
  - e. Approval of bid of and award of a contract to Coleman Oil Company, LLC, for the 2024 City of Coeur d'Alene Fuel Services.

**MOTION:** Motion by McEvers, seconded by Evans to approve the Consent Calendar as presented, including **Resolution No. 24-063**.

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

**RESOLUTION NO. 24-064**

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING CHANGE ORDER #2 TO THE SOLIDS IMPROVEMENTS CONTRACT WITH APOLLO, INC., IN THE AMOUNT OF \$1,179,999.78 FOR RELOCATION OF THE STORM DRAIN OUTFALL AND OTHER ITEMS SPECIFIED IN EXHIBIT “A,” AND EXTENSION OF THE CONTRACT COMPLETION DATE TO MAY 30, 2025.

**STAFF REPORT:** Wastewater Capital Programs Manager Mike Becker explained that the Solids Building Improvement project is underway, and the Wastewater Department is bringing change orders before the City Council throughout the construction project rather than one change order presented at the end of the project. He mentioned that this is a planned multi-year project where they are replacing one of their obsolete dewatering equipment with a newer and larger centrifuge unit. He stated that this change order includes five change proposal requests (CPR) and seven work change directives (WCD). The CPR's include a credit for a door, conveyor drop modifications, demo belt filter press recirculation pump, piping and appurtenances, buried material change, and additional manual conveyor gates. These items would cost \$52,147.02 with zero additional days added to the project. The WCD's included changes to the following: storm drain outfall reroute, diverter gate for GEA Centrifuge, gas burner and site power light, demo belt filter press, relocation of PPU 7510, centrifuge items, natural gas and waterline revisions. The WCD's total is \$1,127,852.76 with zero days added to the contract. These changes would cost \$1,179,999.78 for a total revised contract amount of \$6,846,208.70. While the changes do not cause additional time needed, the contractor has asked for a time extension until May 30, 2025 because some of the components are taking too long to come in such as the panel that controls all the equipment that would take 72 weeks for manufacturing and shipping. Mr. Becker explained that the change order came out expensive because they had to relocate of the Storm Drain Outfall pipe that was installed in 1937 and the exposed joints in this 36-inch diameter concrete outfall pipe were found deteriorating and leaking into the surrounding ground. He stated that the Department has funds budgeted out of their reserve account.

**DISCUSSION:** Councilmember McEvers inquired if this change order was not anticipated with Mr. Becker explaining that there were unforeseen conditions. While they knew about the pipe, Mr. Becker stated that they didn't know it was leaking so badly because it was underwater, and it is difficult to tell whether there were cracks in the pipe until they start digging.

**MOTION:** Motion by McEvers, seconded by Miller, to approve **Resolution No. 24-064** – Approval of Change Order #2 to the Solids Building Improvements Project.

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

#### PILOT PROJECT PROPOSAL FOR OPEN CONTAINERS FOR THE FARMERS MARKET.

**STAFF REPORT:** Municipal Services Director Renata McLeod presented the pilot project proposal from the Downtown Association for open containers at the Farmers Market. Ms. McLeod explained that there are several Code sections that regulate the consumption of alcohol (including beer and wine) in the City limits. Over the years, the Council has added exemptions to the general prohibition of consumption of alcoholic beverages outside licensed establishments, however, the City has never allowed open containers City-wide specifically, Municipal Code § 4.25.030 states that “No person shall possess any container, whether open or not, containing any beer, wine or other alcoholic beverage on any City owned, leased or maintained beach, natural area, park, parking facility, playground or play field.” This section specifically allows for permits for alcohol at the Riverstone Park gazebo and amphitheater, Jewett House, City Park and McEuen Park. Municipal Code § 5.08.160 states that “No person shall consume any beer, wine or other alcoholic

beverage or possess an open container of or containing any beer, wine or other alcoholic beverage on any public property, including public streets and alleys, within the City, or at any other place in the City, including any motor vehicle moving or stationary” with 10 exceptions, two of which are protected under state law (allowance at a private residence and licensed establishments). Ms. McLeod explained that the Downtown Association (DTA) made a recent request to the City to consider another exemption to the Code that would allow open containers for participants at the Farmer’s Market that takes place every Wednesday between 4:00 and 7:00 p.m. on 5th Street from Front to Lakeside Avenues. She stated that the DTA proposed to fence the area for security and to ensure that alcohol does not flow into Sherman Avenue, and there will be a similar set-up at South of Sherman to Front Avenue. Ms. McLeod shared that during discussions, the Police Department stated it’s about the leakage of open containers on to other areas of the downtown and about public safety as staffing for law enforcement is already maxed out.

Police Chief White stated that they think the proposal is worthwhile; however, he would like to make the Council aware that the City has already an enormous problem with alcohol in the area. He stated that since January 1, the police have issued 321 warnings for alcohol offenses and written 241 citations, of which 26 resulted in arrests. He added that the majority of these were in the downtown area. Chief White shared that North Idaho has always had a problem with drinking and driving. He said that the national average for fatal alcohol related collisions is a blood alcohol content of .16 and the city’s average blood alcohol content for DUI arrests is .15. He said the highest blood alcohol content of someone that the police in Coeur d’Alene arrested was .38 which is well beyond Idaho’s legal limit of .08.

**DISCUSSION:** Councilmember Evans asked Chief White if they have tools to handle situations like intoxication or disorderly conduct should Council decide to move forward with the proposal with Chief White responding in the affirmative. However, he also pointed out that this will add up to the current problem with alcohol that they are already dealing with, and they don’t have adequate police staffing during summer months to deploy at downtown. Councilmember McEvers asked if the statistics presented by Chief White are related to the venues where alcohol is permitted with Chief White explaining that if it is permitted, then there is nothing illegal but except for people who ignore the rules and walk outside of barricades with their drinks. He added that the bars downtown have done a fantastic job policing themselves and reached out to the police to intervene when things get out of control. Councilmember Wood recalled her experience during her 26 years as a police officer where she responded to incidents where a fight goes out of control and people died. She stated that alcohol doesn’t always improve an event, and she is worried opening the door to more and more special events. She said that while she completely understands the motivation of this project, she cannot lend support based on the critical incidents she responded to as a police officer in the past. Councilmember Gookin asked if there’s any intention to charge more for those vendors who are going to be distributing alcohol. He stated that the extra cost incurred for public safety should be compensated. Ms. McLeod noted that the City has a set fee based for special events or street closure permit based on the number of streets closed. She added that if there will be additional safety plans that need to be implemented, then it will be the DTA who will set the fee for any vendors. Councilmember Gookin mentioned about training whoever is going to be distributing the beer to properly ID drinkers and to watch out for over serving. Ms. Boyd explained that the intent is to have vendors like the downtown brewery or wine bar to be the one serving alcohol, and they can also consider limiting the number of servings to give to individuals. She

added that they will also work with a security company that is approved by the City. Councilmember Miller asked for the duration of the pilot program and the measuring tools to determine its success or failure with Ms. McLeod explaining that on the side of the City, they will work with law enforcement on additional issues that would occur after excessive amount of drinking. Ms. Boyd stated that they would like to know from the city departments what is affecting them and also if the said project has benefitted the vendors in terms of their sales. She added that they may have only four markets this summer to pilot the project then they would reconvene with city staff to evaluate.

**MOTION:** Motion by Gookin, seconded by Evans, to direct staff to prepare a code amendment to allow for the pilot proposal to allow open containers within the downtown Farmer’s Market area.

**DISCUSSION:** Councilmember English said that this sound reasonable but anyone visiting the farmers market who wanted to drink could simply walk to a restaurant and bars on Sherman Avenue. He noted the DTA intends to request an exemption for all DTA sponsored events in the future, hence he will vote against this project as it might cause potential drain in public safety resources which is not worth it.

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

**RESOLUTION NO. 24-065**

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, SETTING A PUBLIC HEARING FOR THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2023-2024 AND PROVIDING NOTICE OF THE TIME AND PLACE OF SAID HEARING, INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, A STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR, AND PROVIDING FOR PUBLICATION OF THE SAME.

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d’Alene that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d’Alene for the fiscal year beginning October 1, 2023:

	<b>FY 2023-24 BUDGET</b>	<b>FY 2023-24 AMENDED BUDGET</b>
<b>GENERAL FUND EXPENDITURES:</b>		
Mayor and Council	\$276,433	\$276,433
Administration	243,758	\$243,758
Finance Department	1,561,709	\$1,610,634
Municipal Services	2,594,685	\$2,952,428
Human Resources	499,205	\$499,205
Legal Department	1,380,913	\$1,492,492
Planning Department	809,813	\$809,813
Building Maintenance	701,812	\$854,151
Police Department	21,930,655	\$27,161,428
Fire Department	13,587,337	\$13,822,600
General Government	2,019,067	\$2,019,067
Streets and Engineering	7,241,065	\$9,770,421
Parks Department	3,012,992	\$3,100,622
Recreation Department	829,325	\$864,552
Building Inspection	1,146,742	\$1,146,742
<b>TOTAL GENERAL FUND EXPENDITURES:</b>	<u>\$57,835,511</u>	<u>\$66,624,346</u>

	<b>FY 2023-24 BUDGET</b>	<b>FY 2023-24 AMENDED BUDGET</b>
<b>SPECIAL REVENUE FUND EXPENDITURES:</b>		
Library Fund	\$2,058,968	\$2,066,968
Community Development Block Grant	389,963	\$389,963
Impact Fee Fund	63,000	\$796,490
Parks Capital Improvements	710,060	\$732,060
Annexation Fee Fund	520,000	\$520,000
Cemetery Fund	365,309	\$365,309
Cemetery Perpetual Care Fund	4,500	\$4,500
Jewett House	28,615	\$188,815
Reforestation/Street Trees/Community Canopy	120,000	\$120,000
Public Art Funds	239,500	\$239,500
<b>TOTAL SPECIAL FUNDS:</b>	<u>\$4,499,915</u>	<u>\$5,423,605</u>

	<b>FY 2023-24 BUDGET</b>	<b>FY 2023-24 AMENDED BUDGET</b>
<b>ENTERPRISE FUND EXPENDITURES:</b>		
Street Lighting Fund	\$760,200	\$760,200
Water Fund	14,471,783	\$14,664,191
Wastewater Fund	27,832,627	\$29,662,627
Wastewater Property Management		
Water Cap Fee Fund	3,000,000	\$3,000,000
WWTP Cap Fees Fund	3,499,100	\$3,499,100
Sanitation Fund	5,315,582	\$5,315,582
City Parking Fund	1,778,929	\$1,778,929
Drainage	2,594,890	\$2,594,890
<b>TOTAL ENTERPRISE EXPENDITURES:</b>	<u>\$59,253,111</u>	<u>\$61,275,519</u>

FIDUCIARY FUNDS:	\$3,447,200	\$3,447,200
CAPITAL PROJECTS FUNDS:	4,598,573	\$4,598,573
DEBT SERVICE FUNDS:	876,307	\$876,307
<b>GRAND TOTAL OF ALL EXPENDITURES:</b>	<u>\$130,510,617</u>	<u>\$142,245,550</u>

	<b>FY 2023-24 BUDGET</b>	<b>FY 2023-24 AMENDED BUDGET</b>
<b>ESTIMATED OTHER REVENUES:</b>		
Interfund Transfers	\$12,350,466	\$12,828,466
Beginning Balance	25,526,577	\$30,807,157
Other Revenue:		
General Fund	25,292,793	\$30,153,048
Library Fund	64,533	\$72,533
Community Development Block Grant	389,963	\$389,963
Parks Capital Improvement Fund	587,000	\$609,000
Cemetery	264,435	\$264,435
Annexation Fee Fund	-	
Impact Fee Fund	675,000	\$1,408,490
Cemetery Perpetual Care Fund	7,000	\$7,000
Jewett House	28,000	\$188,200
Street Trees	52,000	\$52,000
Community Canopy	1,500	\$1,500
Public Art Funds	18,500	\$18,500
Street Lighting Fund	725,000	\$725,000
Water Fund	7,607,038	\$7,799,446
Wastewater Fund	15,957,210	\$15,957,210
Wastewater Property Management		
Water Capitalization Fees	1,180,200	\$1,180,200
WWTP Capitalization Fees	1,999,100	\$1,999,100
Sanitation Fund	4,690,000	\$4,690,000
City Parking Fund	1,000,000	\$1,000,000
Drainage	1,990,890	\$1,990,890
Fiduciary Funds	3,247,200	\$3,247,200
Capital Projects Fund	2,565,306	\$2,565,306
<b>TOTAL REVENUE OTHER THAN PROPERTY TAXES:</b>	<u>\$106,219,711</u>	<u>\$117,954,644</u>
 <b>SUMMARY:</b>		
	<b>FY 2023-24 BUDGET</b>	<b>FY 2023-24 AMENDED BUDGET</b>
<b>PROPERTY TAXES</b>	\$27,471,334	\$27,471,334
<b>OTHER THAN PROPERTY TAXES</b>	<u>106,219,711</u>	<u>117,954,644</u>
<b>TOTAL ESTIMATED REVENUES</b>	<u>\$133,691,045</u>	<u>\$145,425,978</u>

BE IT FURTHER RESOLVED that a Public Hearing on the said amended Budget be held on the 17th day of September, 2024, at the hour of 6:00 o'clock p.m., at which time any interested person may appear and show cause, if any he/she has, why the proposed amended Budget should or should not be adopted.



**STAFF REPORT:** City Finance Director/Treasurer Katie Ebner explained that City Council annually amends the original appropriations ordinance for unanticipated expenditures. Idaho Code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts an amendment or amendments to the appropriation's ordinance. Ms. Ebner stated that total budgeted General Fund expenditures have been increased by \$11,734,933, incorporating both unanticipated income and the use of Fund Balance from carryovers or one-time costs previously approved by the Council. Key adjustments to revenues include: Electricity franchise revenues increased by \$130,000; Grants (Federal and Miscellaneous) increased by \$2,822,542 due to additional grant awards made after the budget was set; Interest earnings increased by \$249,084 due to higher than anticipated interest rates on the City's reserves; Proceeds on Lease of \$722,735; and ICRMP claim payment of \$752,894 recognized in FY24 from a claim from ICRMP for the fire at the Police Department outbuilding. Ms. Ebner mentioned significant adjustments to expenditures such as for Public Safety, an additional \$5,230,773 was allocated to the Police and Fire Departments; however \$5M of these costs are one-time costs in FY24, \$732,000 are related to the Police Department outbuilding fire, and \$4.3M is to reflect the total costs of the expansion of the Police Department; Street Department, just over \$1M was allocated for the remodel of the Streets Department building, and just over \$700k for street overlay projects approved in the fiscal year. The Wastewater Department's budget was adjusted by \$1.8M, to cover for the Treatment Operations building remodel, a sewer replacement, and the Solids Building improvements. Ms. Ebner explained that the remaining cost increases in the General Fund include various unanticipated expenses such as staff overtime, separation payments for accrued comp time, vacation, and retirement sick leave payouts, spending from new grant awards, and the continuation of project expenses carried over from the previous year. Ms. Ebner noted that these budget amendments are necessary to ensure that the City of Coeur d'Alene can continue to provide essential services and maintain its infrastructure.

**DISCUSSION:** Councilmember English shared that he received information from the Tax Commission about property tax relief and it would be good to be aware of the numbers as the Council decides on the final budget. Councilmember Gookin commented that this process is normally done at the end of September with Mr. Tymesen clarifying that the item is just setting the public hearing on September 17 and forecasting what's going to happen through the remainder of September. Councilmember Gookin asked if the numbers could change before the date of the hearing with Ms. Ebner stating that the numbers cannot go above the overall expenditure appropriation. She added that she is confident with this Resolution being added to the current year budget.

**MOTION:** Motion by Gookin, seconded by McEvers to approve **Resolution No. 24-065** - Approving the setting of a public hearing for September 17, 2024 for amendments to the Year 2023-24 Financial Plan.

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

(LEGISLATIVE PUBLIC HEARING) APPROVAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PLAN YEAR 2023 SUBSTANTIAL AMENDMENTS TO THE ANNUAL ACTION PLAN

**STAFF REPORT:** CDBG Specialist Sherrie Badertscher requested Council's approval of a substantial amendment of CDBG Plan Year 2023's Annual Action Plan (AAP). She stated that CDBG regulations require that if there are line-item changes which total to more than 20% of the budget or if there are projects that the city intends to fund that were not included in the original action plan, then it would constitute a substantial amendment which would require citizen participation. She explained that the City's HUD allocation for PY23 is \$358,560.00, and the proposed PY23 AAP amendments include the following: addition of the annual goal of Public Facility Rehabilitation and provide funding in the amount of \$201,848.00; reduction of funding for the Affordable For-Sale and For-Rent Housing Goal from \$158,064.00 to \$0.00; and a reduction in funding for Rental Subsidies from \$43,784.00 to \$0.00. These amendments would allow for the allocation of funds for Public Facility Rehabilitation through the city's Community Opportunity Grant Program. Ms. Badertscher noted that they advertised the opportunity for public hearing and comments to the AAP substantial amendment and they received comment from St. Vincent de Paul for some terminology changes in the draft plan. Based on the total funding of \$358,560.00 the revised 2023 AAP budget would be adding the \$201,848.00 Community Opportunity Grants for public facility improvements to the \$10,000.00 for Lake City Center "Meals on Wheels;" \$75,000.00 for Emergency Minor Home Repair and Accessibility Program (EMRAP); and \$71,712.00 for Administration.

**DISCUSSION:** Councilmember McEvers asked for the reason behind the substantial amendment with Ms. Badertscher explaining that last year the Community Opportunity Grant program was for a proposal from a nonprofit to build workforce housing; however, the nonprofit was unable to secure land to build the project. She stated that they reopened the 2023 funds this summer and allowed organizations to submit proposals for funding. She added that the submissions were mostly for public facility improvements, and they did not receive any housing proposals.

**PUBLIC TESTIMONY:** Mayor Hammond opened the public testimony portion of the meeting and the Clerk sworn-in those who will testify.

Patty Wheeler, Coeur d'Alene, thanked the Council for the funding allocation that would allow them to remodel their kitchen facility and replace the roof. She shared the many housing programs that Safe Passage has been able to create to help people in the community. Councilmember Evans thanked Ms. Wheeler for the work they are doing in the community.

Larry Riley, Hayden, noted how the Council has always helped St. Vincent de Paul from the acquisition of the old library to make it a help center to providing maintenance support over the years. He thanked the Council for the funding grant that they will use for roof replacement of the Help Center. He also appreciated Planning Director Hilary Patterson and Ms. Badertscher for the good work.

With no other comments received, Mayor Hammond closed public testimony.

**MOTION:** Motion by Wood, seconded by Gookin Approval of Community Development Block Grant (CDBG) Plan Year 2023 Substantial Amendments to the Annual Action Plan. **Motion carried.**

**RESOLUTION NO. 24-066**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING PLAN YEAR 2023 GRANT AWARDS AND CDBG AGREEMENTS WITH ST. VINCENT DE PAUL IN THE AMOUNT OF \$125,000.00 FOR PUBLIC FACILITY IMPROVEMENTS, AND WITH SAFE PASSAGE IN THE AMOUNT OF \$76,848.00 FOR PUBLIC FACILITIES IMPROVEMENTS.

**STAFF REPORT:** CDBG Specialist Sherrie Badertscher noted that with the approval of the CDBG PY23 substantial amendments to the Annual Action Plan, the Grant Review Committee recommends the following awards: St. Vincent de Paul North Idaho in the amount of \$125,000.00, for public facility improvements to replace the roof on the HELP Center which is Region 1's Access Point for Homelessness services; and Safe Passage in the amount of \$76,848.00, for public facility improvements to replace the roof and remodel the kitchen at their confidential Safe Shelter for survivors of domestic violence.

**MOTION:** Motion by McEvers, seconded by Miller to approve **Resolution No. 24-066** - Approving Grant Awards to, Agreements with, St. Vincent De Paul and Safe Passage for funding through the 2023 Community Opportunity Grants.

**DISCUSSION:** Councilmember McEvers stated that he learned Mr. Riley is leaving St. Vincent de Paul. He said he did a great job there and hopes that he can help the organization find someone to replace him.

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

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

The meeting adjourned at 7:48 p.m.

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James Hammond, Mayor

ATTEST:

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Jo Anne Mateski  
Executive Assistant

August 12, 2024  
**GENERAL SERVICES/PUBLIC WORKS COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

~~Council Member Amy Evans, Chairperson~~ **ABSENT**  
Council Member Christie Wood  
Council Member Dan English  
Council Member Kiki Miller, Acting Chairperson

**STAFF**

Juanita Knight, Senior Legal Assistant  
Troy Tymesen, City Administrator  
Randy Adams, City Attorney

**STAFF con't**

Lucas Pichette, Fire Department Deputy Chief  
Jeff Sells, Fire Department Deputy Chief  
Mike Becker, Capital Program Manager, Wastewater  
Renata McLeod, Municipal Services Director  
Justin Kimberling, Assistant Streets & Engineering Director  
Kelley Setters, Deputy City Clerk  
Mike Anderson, Waste Water Director

**Item 1.           Approving the donation of E-ONE Ladder Truck.**  
**(Consent)**

Lucas Pichette, Deputy Fire Chief, requests the Council approve donating the Fire Department's decommissioned E-ONE Ladder Truck to North Idaho College. Mr. Pichette explained in his staff report that Ladder 341 was put into service in 1999 and currently has 169,000 miles. The truck was decommissioned this past June due to age and vehicle condition, including maintenance issues, repetitive component failures and replacement parts availability. The National Fire Protection Association (NFPA) states that 15 years of front-line service and 20 years of total service to be the standard. Mr. Pichette said there is no cost impact to the City for this donation. Mr. Pichette also explained that the Fire Department has had a partnership with North Idaho College for 15 years which started with the donation of the Fire Departments previous E-1 Engine. Additionally, department personnel have been running and teaching the fire program at the college with Deputy Chief Deruyter still running the program today. Mr. Pichette said there will be an agreement with NIC that will waive any liability of the City based on the age and condition of the truck.

Councilmember Wood expressed her support for the donation, emphasizing that it will provide valuable learning opportunities for the college students in the fire program.

Councilmember Miller inquired whether a committee decides when equipment is no longer useful or if it is a staff decision. Mr. Pichette responded he made the decision based upon factors such as the vehicle condition, maintenance issues, and component failures. He added that the department uses its equipment until it is no longer safe and noted that they continued to use the E-ONE Ladder truck well beyond NFPA standards.

**MOTION: by Wood, seconded by English, to recommend that Council approve donating the decommissioned E-ONE Ladder Truck to North Idaho College. Motion Carried.**

**Item 2. Approving the proposed Second Addendum to the Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services in Kootenai County between Kootenai County, the Kootenai County Emergency Medical Services System (KCEMSS), and the City of Coeur d'Alene.**

**(Consent)**

Jeff Sells, Deputy Fire Chief, requests the Council approve the proposed Second Addendum to the Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services in Kootenai County between Kootenai County, the Kootenai County Emergency Medical Services System (KCEMSS), and the City. Mr. Sells noted that since May 19, 2020 the City has been a party to the Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services. Other parties to the agreement include Kootenai County, KCEMSS, Northern Lakes Fire Protection District, Kootenai County Fire and Rescue, Timberlake Fire Protection District, Spirit Lake Fire Protection District, Worley Fire Protection District, Mica-Kidd Island Bay Fire Protection District, Hauser Lake Fire Protection District, and East Side Fire Protection District. An Addendum to the Agreement was entered into on or about February 21, 2023, by the City, East Side Fire Protection District, Kootenai County and the Joint Powers Board for the KCEMSS. The Addendum adjusted the required staffing and number of vehicles for both the City and East Side Fire Protection District. Mr. Sells further explained that currently, Section 7.1 of the Master Agreement, as amended, states the City shall provide the system with sufficient personnel to staff three (3) ambulances at the paramedic level, which shall be available to respond to any location served by the system. Two (2) of the ambulances must be staffed twenty-four (24) hours a day, seven (7) days a week. One (1) ambulance must be staffed ten (10) hours a day, four (4) days a week. The Second Addendum removes the staffing requirement for the third ambulance, allowing the KCEMSS and the City to agree on the schedule. In conjunction with this change, this sentence was removed from Section 7.1: "Staffing and availability of each ambulance will be as agreed to by the System [KCEMSS] and the City."

Councilmember Wood asked who is responsible for conducting the legal review of Joint Agreements. Randy Adams, City Attorney, stated that both he and the attorney for KCEMSS review the agreement.

Councilmember English pointed out the need for flexibility as circumstances change and resources fluctuate. He expressed his support if this agreement works for all the entities involved.

**MOTION: by English, seconded by Wood, to recommend that Council approve a Second Addendum to the Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services in Kootenai County between Kootenai County, The Kootenai County Emergency Medical Service System (KCEMSS), and the City of Coeur d'Alene. Motion Carried.**

**Item 3. Solids Building Improvements – Progress Update & Change Order #2.**  
**(Agenda)**

Mike Becker, Capital Program Manager, Wastewater requests the Council approve Change Order #2 to the Solids Building Improvements Contract with Apollo, Inc., in the amount of \$1,179,999.78 and extend the contract completion date to May 30, 2025. Mr. Becker explained in his staff report that in accordance with the Wastewater Facility Plan, the Solids Building Improvement Project was designed to replace the obsolete belt filter press with a new larger centrifuge. This centrifuge provides operational redundancy and will increase the sludge dewatering capacity. The project also includes an enclosed building addition for biosolids cake conveyance, truck loadout, and reduction of sewer odors at the south end of the City's wastewater treatment facility. As discussed after the previous 5C.2 TMF project, the Wastewater Department is bringing change orders before the City Council throughout the construction project rather

than one change order presented at the end of the project. Mr. Becker explained that Change Order #2 comprises five (5) Change Proposal Requests (CPR) and seven (7) Work Change Directives (WCD). In addition, the Contractor's ability to meet the 330-day contract time has been affected by numerous unforeseen site conditions and equipment manufacturer, supplier, and shipping delays. The original Contract completion date was June 25, 2024. With the new MCC (Panel 7511) taking up to 72 weeks for delivery, the contractor has asked for a non-compensable time extension with a Contract completion date extended of May 30, 2025. Mr. Becker said the Wastewater Department has funds available within the 2023/2024 Capital Replacement Reserve to cover the Change Order #2 costs.

Mr. Becker added that the major portion of this change order resulted because of the need to relocate a Storm Drain Outfall. The outfall was constructed in 1937 and its location was unknown when the project was bid. Upon its discovery four months into construction, the exposed joints in this 36-inch diameter concrete outfall pipe were found deteriorating and leaking into the surrounding ground. This made for saturated unsuitable material our new building's foundation piles. Replacing and relocating the outfall offered the greatest savings to the City over redesigning the entire loadout building to another location within the facility property. Ultimately, this outfall required replacement and it would not be easily done adjacent to and under an existing building if not replaced at this time.

Councilmember Wood inquired about the ability to fund this large of a Change Order from the Capital Replacement Reserve. Mr. Becker explained that the Capital Replacement Fund is the account the Wastewater Department set up to pay for capital projects to minimize the number of project loans the department takes out. He said sometimes it is used to cover unforeseen capital expenses discovered during our other projects. Mr. Becker explained that approximately a million dollars a year is put into this fund for Capital projects and emergencies. Over the years some of those funds have carried over and earned interest, therefore, the department is able to capitalize on some of those funds for this type of situation.

Councilmember English asked about the approximate balance of the Capital Replacement Reserve account, to which Mr. Becker responded that is around a million dollars this fiscal year.

Councilmember Miller said the City Council may want to be reassured that the Capital Replacement Reserve Emergency Fund still has a balance any future emergencies that may arise. Councilmember Miller said there is a change to the substantial completion date yet it is listed that there are zero days added to the contract, why is that? Mr. Becker explained that rather than putting them on the Change Orders individually, it was done as one lump sum based on the delivery time of the Motor Control Center (MCC) panels coming in on February 2025. Councilmember Miller said this may need to be further explained when presented at the full City Council meeting.

**MOTION: by Wood, seconded by English, to recommend that Council approve Change Order #2 to the contract with Apollo, Inc., for the Solids Building Improvements in the amount of \$1,179,999.78, and extending the time of completion to May 30, 2025. Motion Carried.**

**Item 4. Approval of bid of and award of a contract to Coleman Oil Company, LLC, for the 2024 City of Coeur d'Alene Fuel Services.**  
**(Consent)**

Justin Kimberling, Assistant Streets & Engineering Director, requests the Council award the 2024 City Fuel Services Contract to Coleman Oil Company, LLC. Mr. Kimberling explained in his staff report that the current fuel services contract with Coleman Oil Company, LLC, will expire on August 21, 2024. The advertisement for fuel service bids was published on July 20, 2024, and July 27, 2024, with a bid opening of August 6, 2024. The only responsive bidder was Coleman Oil Co. LLC in the amount of \$446,666.68. Mr. Kimberling noted that there are no major changes made to the bid specifications. The proposed bid specifications and draft contract reflect housekeeping items made to keep the terms and conditions current. The contract as proposed is a one-year contract with an option to renew the contract for three (3) additional one-year terms in the City's sole discretion. The City would exercise the option in any given year provided the Contractor's performance meets or exceeds the City's minimum contract requirements. Structuring this contract as a one-year contract with up to three (3) optional one-year extensions was designed to save the administrative costs associated with bidding this package on a yearly basis. Mr. Kimberling also noted that the contract terms ensure best possible price and service standards. There have been no complaints or concerns from City users under the prior contract.

**MOTION: by English, seconded by Wood, to recommend that Council approve the bid of and a contract with Coleman Oil Company, LLC for the 2024 City of Coeur d'Alene Fuel Services. Motion Carried.**

**Item 5. Pilot project proposal for open containers for the Farmers Market.**  
**(DISCUSSION ONLY)**

Renata McLeod, Municipal Services Director, presented for discussion the pilot project proposal from the Downtown Association for open containers at the Farmers Market. Mrs. McLeod explained in her staff report that there are several Code sections that regulate the consumption of alcohol (including beer and wine) in the City limits. Over the years, the Council has added exemptions to the general prohibition of consumption of alcoholic beverages outside licensed establishments. However, the City has never allowed open containers City-wide. Specifically, Municipal Code § 4.25.030 states that "No person shall possess any container, whether open or not, containing any beer, wine or other alcoholic beverage on any City owned, leased or maintained beach, natural area, park, parking facility, playground or play field." This section specifically allows for permits for alcohol at the Riverstone Park gazebo and amphitheater, Jewett House, City Park and McEuen Park. Municipal Code § 5.08.160 states that "No person shall consume any beer, wine or other alcoholic beverage or possess an open container of or containing any beer, wine or other alcoholic beverage on any public property, including public streets and alleys, within the City, or at any other place in the City, including any motor vehicle moving or stationary" with 10 exceptions, two of which are protected under State law (allowance at a private residence and licensed establishments). Recently the Downtown Association (DTA) made a request to the City to consider another exemption to the Code that would allow open containers for participants at the Farmer's Market that takes place every Wednesday between 4:00 and 7:00 p.m. on 5th Street from Front to Lakeside Avenues. Sherman Avenue is left open to vehicular traffic during this time. During discussions between the Municipal Services, Streets and Engineering, Police, and Fire Departments, and City Administration with the DTA, concerns were expressed about the leakage of open containers on to other areas of the Downtown and about public safety as staffing for law enforcement is already maxed out. The DTA noted that the sale of alcoholic beverages would provide another revenue source and allow for a unique atmosphere during the Farmer's Market. Additionally, it is the DTA's intention to see how this pilot project goes and possibly request an

exemption for all the DTA-sponsored events in the future. In our discussions, it was requested by public safety that, at a minimum, fencing be required to designate the areas in which alcohol consumption would be allowed and that there would need to be security at the entrances/exits to ensure that alcohol does not leave the designated areas. Additionally, a Municipal Code amendment would need to be made to allow for the exemption, even though it is a pilot project. The Police Department (PD) stated that the request sounds “reasonable.” However, PD has two major concerns with this proposal. First, this would just be the beginning as the other Farmer’s Markets and other events, etc., would likely also want an exception. The second concern is that the City already has a major issue with alcohol-related crimes and this will add to the problem. PD emphasized that it does not have adequate staffing for the summer months as it is. The Prosecutor’s Office felt that the trial/pilot program could be contained as a single exception and other requests would not have to be approved. Additionally, this trial might help alleviate the issues with alcohol-related crimes, as opposed to exacerbate them, by providing an outlet for people to congregate outside in the downtown corridor with open containers without risking citation. This may incentivize people who were considering doing it illicitly to, instead, opt for the “legalized” option instead. However, time would tell through the experience of the pilot program. The City Attorney expressed concern based on anecdotal tales of what allowing open containers has done in other communities. Communities such as Moscow, Idaho and Bend, Oregon have had problems. In addition, the proposal seems to be a solution in search of a problem. It hasn’t been the public seeking to legalize open containers on public property, but the DTA. The City has always prided itself on being a family-oriented community. Allowing open containers in public, it could be argued, might change the City from a family-oriented community to an adult-oriented community. The City Attorney notes that minors are not allowed in bars, and this proposal would instead bring the alcohol consumption to the minors.

Councilmember Wood stated that she and Councilmember Gookin served on the committee that discussed this proposal from the Downtown Association. She noted that the City had very good meetings with Adam Graves and Emily Boyd. Councilmember Wood said she understands what the DTA is trying to accomplish with this request, which is drive more people and business into the downtown area.

Councilmember English stated that he thinks it’s a proposal worthy of consideration but he will make his final decision after a discussion with the full City Council.

Councilmember Miller stated that she can see where the Police Department is coming from and shared concern that the City Attorney Prosecutor’s Office has already been noted as being overburdened and this proposal could put additional undue processing on their part. Councilmember Miller went on to share a personal experience she had downtown when someone was cited for open container. She shared the story to emphasize the fact that it can be confusing to visitors as to where and when they can have an open container, noting this proposal could add to that confusion. However, she said the proposal is worth considering. She added that this could be used as a learning opportunity for the community that there are instances when we may have “beer gardens,” per se, where open containers are allowed, yet there are boundaries.

This item will be forwarded to the full City Council for discussion.

Recording of the meeting can be found at:

[https://www.youtube.com/live/EI\\_eiC8AgoM?si=sZTcN19bLmgTtp6z](https://www.youtube.com/live/EI_eiC8AgoM?si=sZTcN19bLmgTtp6z)

The meeting adjourned at 12:30 p.m.

Respectfully submitted,  
*Juanita Knight*  
Senior Legal Assistant  
Recording Secretary





CEMETERY LOT
TRANSFER / SALE / REPURCHASE
ROUTING FORM

REQUEST RECEIVED BY:

Municipal Services

Kelley Setters

8-26-24

Department Name

Employee

Date

REQUESTED BY:

Mary E. Somers

Name

Address

Phone

Request is for: [ ] Repurchase of Lot(s)

[x] Transfer of Lots(s) from Mary E. Somers

to Dennis J. Mason

Section: K Block: 10 Niche(s): Lots(s): 4 5

Lot(s) are located in: [x] Forest Cemetery [x] Forest Cemetery Annex. (Riverview)

Copy must be attached: [ ] Deed [ ] Certificate of Sale

Requester is: [x] owner [ ] executor [ ] other Note: If "executor" or "other", affidavits of authorization must be attached.

Title Transfer Fee: \$40.00 Receipt No: Credit Card

ACCOUNTING DEPARTMENT completes the following:

[ ] Attach original contract.

Accountant Signature [Signature]

Date: 8/26/24

CEMETERY SUPERVISOR completes the following:

The above-referenced Lot(s) is/are certified to be vacant: [x] Yes [ ] No

The owner(s) of record of the Lot(s) in the Cemetery Book of Deeds is listed as: Mary Mason

The purchase price of the Lot(s) when sold to the owner of record was \$125.00 per lot.

Supervisor's Signature [Signature]

Date: 8/26/2024

LEGAL/RECORDS completes the following:

Certificate of Conveyance/Transfer received: [ ] Yes [ ] No

Requester is authorized to execute certificate: [ ] Yes [ ] No

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that the transaction be completed.

City Clerk's Signature Date:

Council approved transfer/sale/repurchase of above-referenced Lots(s) in regular session on. Date:

CEMETERY SUPERVISOR completes the following:

Change of ownership noted in Book of Deeds: [ ] Yes [ ] No

Cemetery copy filed original and supporting documents returned to City Clerk: [ ] Yes [ ] No

Cemetery Supervisor's Signature Date:

**CERTIFICATE OF TRANSFER  
CEMETERY LOT**

For good and sufficient consideration, receipt of which is hereby acknowledged,

Mary E. Somers (the "Transferor") does hereby transfer and convey to Dennis Joel Mason (the "Transferee") the following lot(s) in the \_\_\_\_\_ Cemetery:

Section(s) K, Block(s) 10,

Niche(s) \_\_\_\_\_, Lot(s) 445

according to the plat thereof, now on file and of record in the office of the Kootenai County Recorder, state of Idaho.

This Certificate vests in the Transferee, and his or her heirs or assigns, a right in fee simple to said lot(s) for the sole purpose of interment, under the ordinances and regulations adopted by the City Council as authorized by Idaho Code § 50-320.

DATED this 26 day of August, 2024

By Mary E. Somers  
Transferor

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 26<sup>th</sup> day of AUG, 2024, before me, a Notary Public, personally appeared Mary Somers, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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



Kelley Setters  
Notary Public for Idaho  
Residing at Spirit Lake, ID  
My Commission expires: 8-18-26

# CITY COUNCIL STAFF REPORT

**DATE:** September 3, 2024  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **Birkdale Commons: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

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## DECISION POINT

Staff is requesting the following:

1. Acceptance of the installed public infrastructure improvements.
2. Approval of the Maintenance/Warranty Agreement and Security.

## HISTORY

- a. Applicant: Cody W. Funk, Manager  
15<sup>th</sup> Street Investments, LLC  
8428 E. Coeur d'Alene Lake Drive  
Coeur d'Alene, ID 83814
- b. Location: 3.29-acre parcel located at 3525 N. 15<sup>th</sup> St (West side of 15<sup>th</sup> St, north of Mary Ln)
- c. Previous Action:
  1. Preliminary plat approval, November 2022
  2. Final plat approval, May 2024

## FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on September 3, 2025. The amount of the security provided is \$17,320.00.

## PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on September 3, 2025.

## DECISION POINT RECOMMENDATION

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

Conform Copy

# BIRKDALE COMMONS

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D ALENE, KOOTENAI COUNTY, IDAHO

## BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103) - US SURVEY FEET. BEARINGS SHOWN ARE GRID DISTANCES SHOWN ARE GROUND. A CONVERGENCE ANGLE OF -00°45'16" AND A CAP OF 0.99990144 WAS CALCULATED AT THE EAST QUARTER CORNER OF SECTION 1.

## REFERENCE DOCUMENTS

- (R-1) RECORD OF SURVEY PREPARED BY EMPIRE SURVEYING & ENGINEERING, INC. AND FILED AT BOOK 19 OF SURVEYS, PAGE 482, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK 23 OF SURVEYS, PAGE 158, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) RECORD OF SURVEY PREPARED BY NORTH IDAHO ENGINEERING AND FILED AT BOOK 14 OF SURVEYS, PAGE 129, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF NORTH PINES PREPARED BY EMPIRE SURVEYING & ENGINEERING, INC. AND FILED AT BOOK I OF PLATS, PAGE 145, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF BRECKENRIDGE ESTATES PREPARED BY EMPIRE SURVEYING & ENGINEERING, INC. AND FILED AT BOOK F OF PLATS, PAGE 199, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) PLAT OF CANFIELD COURT CONDOMINIUMS PREPARED BY FRAME & SMETANA, PA AND FILED AT BOOK J OF PLATS, PAGE 317, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-4) PLAT OF HONEYSUCKLE GLEN PREPARED BY GEM STATES AND FILED AT BOOK G OF PLATS, PAGE 81, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-1) TAX No. 3793, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-2) TAX No. 3794, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-3) TAX No. 4189, FILED IN BOOK 155 OF DEEDS, PAGE 524, RECORDS OF KOOTENAI COUNTY, IDAHO.

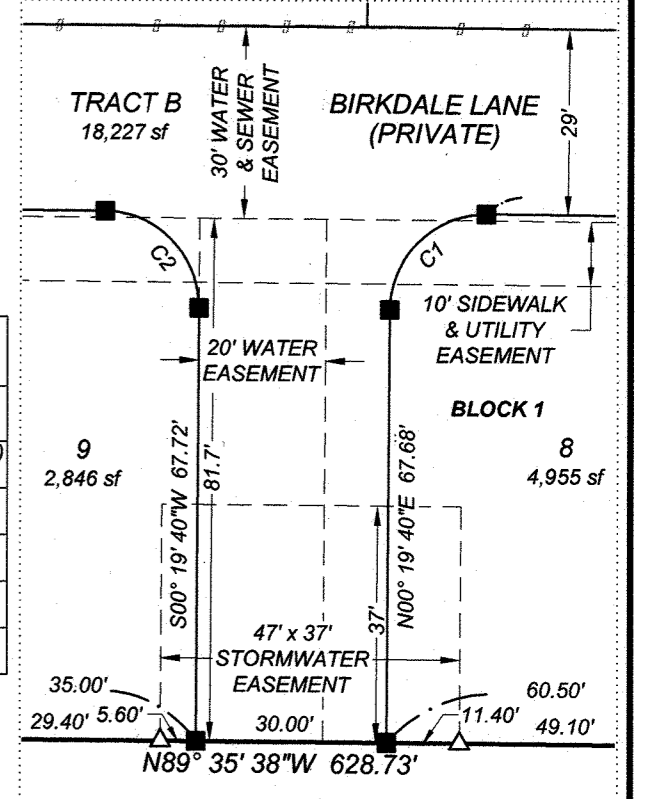
## LEGEND

- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
  - SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
  - FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4194"
  - ⊙ FOUND 5/8" REBAR, NO CAP
  - FOUND 3/4" IRON PIPE
  - ◇ FOUND 3/4" IRON PIPE REPLACED WITH 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
  - △ CALCULATED POINT, NOTHING FOUND OR SET
  - (M) MEASURED
- BOUNDARY LINE  
 - - - LOT LINE  
 - - - ADJACENT LOT LINE  
 - - - EASEMENT LINE  
 - - - SECTION LINE

## NOTE

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

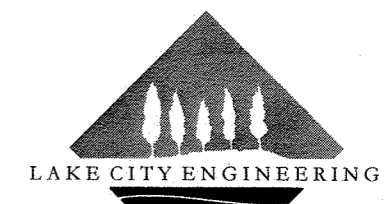
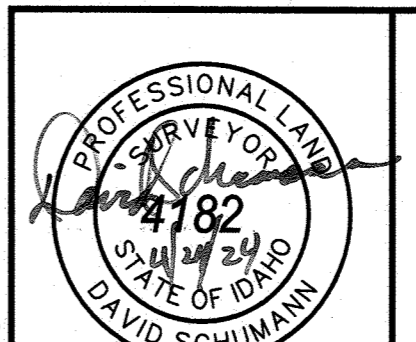
Line #	Bearing	Length	Record Data
L1	S00°36'02"W	35.00'	N00°12'45"E 35.00' (P-1) 35.00' (R-1)
L2	N89°35'38"W	30.00'	30' (D-1)
L3	S89°17'19"E	30.00'	
L4	S89°35'38"E	16.38'	
L5	N89°35'38"W	70.52'	



Curve #	Length	Radius	Delta	Bearing	Chord
C1	23.58'	15.00'	090°04'43"	S45°22'01"W	21.23'
C2	23.54'	15.00'	089°55'17"	N44°37'59"W	21.20'

SCALE: 1" = 60'

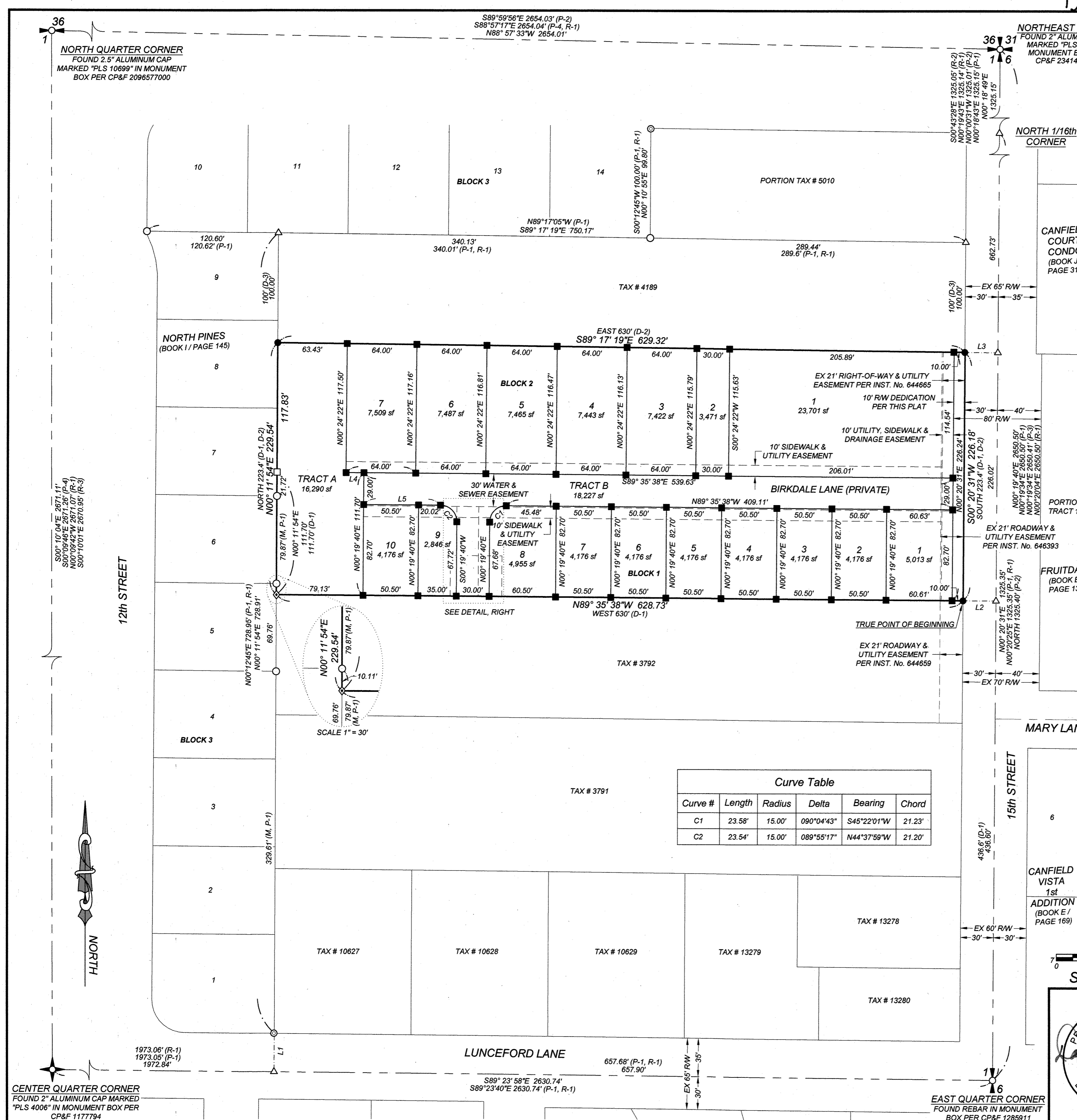
DETAIL SCALE 1" = 30'



LAKE CITY ENGINEERING  
 126 E. POPLAR AVENUE  
 COEUR D'ALENE, IDAHO 83814  
 PHONE: 208.676.0230

CHECKED BY:	DES
DRAFTED BY:	SMA
SCALE:	1" = 60'
DATE:	04/22/2024
JOB NO:	LCE 21-083.2

1  
2



CENTER QUARTER CORNER  
 FOUND 2" ALUMINUM CAP MARKED "PLS 4006" IN MONUMENT BOX PER CP&F 1177794

EAST QUARTER CORNER  
 FOUND REBAR IN MONUMENT BOX PER CP&F 1285911

# BIRKDALE COMMONS

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Confirm Copy

BOOK: L PAGE: 923A INSTRUMENT No. 29097000

## KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF 15th STREET INVESTMENTS, LLC, WILLIAM BRADEN AND SANDRA BRADEN FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS 29th DAY OF May 2024, AT 10:54 A.M. IN BOOK L OF PLATS, PAGE(S) 923, 923A, AS INSTRUMENT NUMBER 290970000

FEE \$ 11.60

By: Debrae Patton  
DEPUTY CLERK

JENNIFER LOCKE, KOOTENAI COUNTY CLERK

## CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO.

DATED THIS 7th DAY OF May 2024

Debrae Patton  
CITY OF COEUR D'ALENE - CLERK

Chris W. Boling PE# 10804  
CITY OF COEUR D'ALENE - CITY ENGINEER

## COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31st 2023

DATED THIS 25th DAY OF April 2024

Taxes paid through December 31st 2023 Resigned this 24th day of May 2024

Anna Engels (deputy treasurer)  
KOOTENAI COUNTY TREASURER

Anna Engels (Deputy Treasurer)

## HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING CITY OF COEUR D'ALENE AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER EXTENSIONS HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATED THIS 25th DAY OF April 2024

Kristina Kants  
PANHANDLE HEALTH DISTRICT 1

## COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS 29th DAY OF May 2024



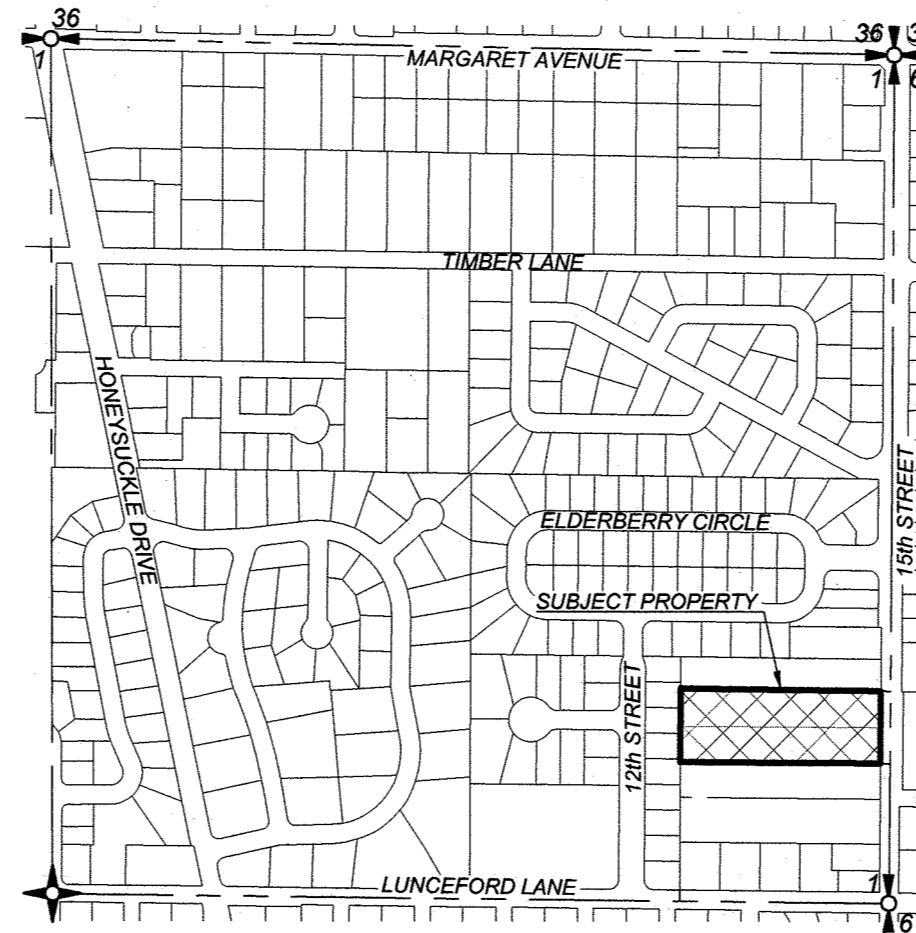
## SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE LOTS MEETING THE REQUIREMENTS OF THE CITY OF COEUR D'ALENE SUBDIVISION ORDINANCE. THE REFERENCES AND MONUMENTS SHOWN HEREON WERE USED TO DETERMINE THE BOUNDARY LOCATION OF THE SUBJECT PROPERTY.

THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICIES PREPARED BY NORTH IDAHO TITLE INSURANCE, INC. DATED JANUARY 3, 2022, ORDER NUMBER N-60002 AND DATED AUGUST 23, 2023, ORDER NUMBER N-64430.

PLAT BOUNDARY IS BASED ON PUBLIC LAND SURVEY CORNER TIES AND PREVIOUS ADJOINING PLAT WORK AS DEPICTED.

THIS SURVEY WAS PERFORMED USING A COMBINATION OF FIELD TRAVERSING USING A TOPCON GT-503 ROBOTIC TOTAL STATION AND TOPCON GR-5 GNSS BASE UNIT AND RTK ROVER UNIT.



NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST VICINITY MAP SCALE 1" = 600'

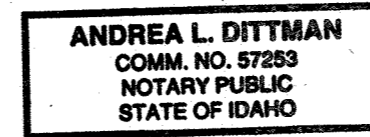
## NOTARY CERTIFICATE

STATE OF IDAHO )  
COUNTY OF KOOTENAI ) SS

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 26th DAY OF April IN THE YEAR 2024, BY SANDRA K. BRADEN, A WIDOW.

Andrea J Dittman  
NOTARY PUBLIC

MY COMMISSION EXPIRES ON 1-5-29



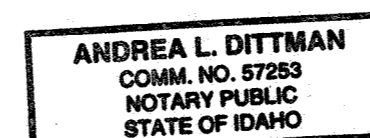
## NOTARY CERTIFICATE

STATE OF IDAHO )  
COUNTY OF KOOTENAI ) SS

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 26th DAY OF April IN THE YEAR 2024, BY WILLIAM LEE BRADEN, AN UNMARRIED MAN.

Andrea J Dittman  
NOTARY PUBLIC

MY COMMISSION EXPIRES ON 1-5-29



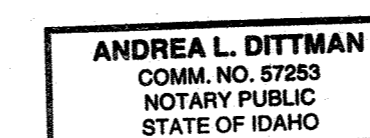
## NOTARY CERTIFICATE

STATE OF IDAHO )  
COUNTY OF KOOTENAI ) SS

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 24th DAY OF April IN THE YEAR 2024, BY CODY W. FUNK, A MANAGER OF 15th STREET INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

Andrea J Dittman  
NOTARY PUBLIC

MY COMMISSION EXPIRES ON 1-5-29



## OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT 15th STREET INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, SANDRA K. BRADEN, A WIDOW, AND WILLIAM LEE BRADEN, AN UNMARRIED MAN, DO HEREBY CERTIFY THAT THEY OWN AND HAVE LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS BIRKDALE COMMONS, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 1, MONUMENTED BY A REBAR IN MONUMENT BOX PER CP&F 128591, RECORDS OF KOOTENAI COUNTY, FROM WHICH THE CENTER QUARTER CORNER BEARS NORTH 89°23'58" WEST A DISTANCE OF 2630.74 FEET; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, NORTH 00°20'31" EAST A DISTANCE OF 436.60 FEET; THENCE LEAVING SAID EAST LINE, NORTH 89°35'38" WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF 15th STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID WEST RIGHT-OF-WAY OF 15th STREET, NORTH 89°35'38" WEST A DISTANCE OF 628.73 FEET TO A 3/4 INCH IRON PIPE ON THE EAST LINE OF LOT 5, BLOCK 3 OF THE PLAT OF NORTH PINES FILED IN BOOK 1 OF PLATS AT PAGE 145, RECORDS OF KOOTENAI COUNTY;

THENCE ALONG THE EAST LINE OF LOTS 5, 6, 7 & 8, BLOCK 3 OF SAID PLAT OF NORTH PINES, NORTH 00°11'54" EAST A DISTANCE OF 229.54 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SOUTH 89°17'19" EAST A DISTANCE OF 629.32 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY OF 15th STREET;

THENCE ALONG SAID WEST RIGHT-OF-WAY OF 15th STREET, SOUTH 00°20'31" WEST A DISTANCE OF 226.18 FEET TO THE TRUE POINT OF BEGINNING;

SAID PARCEL CONTAINING 3.290 ACRES, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

SANITARY SEWER DISPOSAL IS PROVIDED BY THE CITY OF COEUR D'ALENE;

DOMESTIC WATER FOR THIS PLAT IS SUPPLIED BY THE CITY OF COEUR D'ALENE;

THE OWNERS HEREBY DEDICATE ANY INTEREST IN THE EAST 25 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 01, ADJACENT TO THIS PLAT TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE;

A 10 FOOT UTILITY, SIDEWALK AND DRAINAGE EASEMENT, AS SHOWN HEREON, ADJACENT TO ALL DEDICATED RIGHTS-OF-WAY AS SHOWN, IS HEREBY GRANTED TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE;

TRACTS A AND B SHALL BE DEEDED TO THE BIRKDALE COMMONS HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT NUMBER;

10 FOOT SIDEWALK & UTILITY EASEMENTS ADJACENT TO TRACT B, AS SHOWN HEREON, ARE HEREBY GRANTED TO THE LOTS WITHIN THIS PLAT FOR THE USE OF FRANCHISED UTILITIES;

A 30 FOOT SEWER AND WATER EASEMENT, AS SHOWN HEREON, IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE;

A 20 FOOT WATER EASEMENT, AS SHOWN HEREON, IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE;

A STORMWATER EASEMENT, AS SHOWN HEREON, IS HEREBY GRANTED TO THE BIRKDALE COMMONS HOMEOWNERS ASSOCIATION;

LOTS WITHIN THIS PLAT ARE SUBJECT TO THE COVENANTS, CODES AND RESTRICTIONS RECORDED UNDER INSTRUMENT No. 290970000, RECORDS OF KOOTENAI COUNTY, REQUIREMENTS OF THE BIRKDALE COMMONS HOMEOWNERS ASSOCIATION, TOGETHER WITH ANY AND ALL AMENDMENTS MADE THEREAFTER;

Sandra K. Braden 4-26-24  
SANDRA K. BRADEN DATE

William Lee Braden 4-26-24  
WILLIAM LEE BRADEN DATE

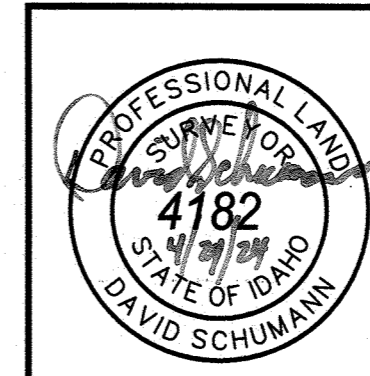
Cody W. Funk 4/24/24  
CODY W. FUNK, MANAGER DATE

15th STREET INVESTMENTS, LLC

## SURVEYOR'S CERTIFICATE

I, DAVID SCHUMANN, PROFESSIONAL LAND SURVEYOR #4182, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE PLAT OF BIRKDALE COMMONS IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON, UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, ARE IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS. ALL INTERIOR CORNERS WILL BE SET, AS SHOWN ON THIS PLAT, ON OR BEFORE ONE YEAR FROM RECORDING OF THIS PLAT, IN ACCORDANCE WITH IDAHO CODE 50-1331 & 50-1303.

David Schumann 4/24/2024  
DAVID SCHUMANN DATE



CHECKED BY:	DES
DRAFTED BY:	SMA
SCALE:	N.T.S.
DATE:	04/22/2024
JOB NO.:	LCE 21-083.2
2	

RESOLUTION NO. 24-067

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE INSTALLED PUBLIC INFRASTRUCTURE IMPROVEMENTS AND APPROVING THE MAINTENANCE/WARRANTY AGREEMENT OF SUBDIVISION WORK AND SECURITY FOR BIRKDALE COMMONS LOCATED AT 3525 N. 15<sup>TH</sup> STREET [S-3-22].

WHEREAS, the City Engineer for the City has recommended that the City of Coeur d'Alene accept the Improvements, and approve the Maintenance/Warranty Agreement of Subdivision Work and Security for Birkdale Commons located at 3525 N 15<sup>th</sup> Street, a copy of which agreement is attached hereto as Exhibit "A" 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 accept the Improvements, and approve the Maintenance/Warranty Agreement of Subdivision Work and Security.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City accept the Improvements and approve the Maintenance/Warranty Agreement of Subdivision Work and Security for Birkdale Commons, in the form attached hereto as Exhibit "A" and incorporated herein by reference.

BE IT FURTHER RESOLVED that the City Clerk be and is hereby authorized to sign the agreement for Maintenance/Warranty of Subdivision Work on behalf of the City.

DATED this 3<sup>rd</sup> day of September, 2024.

\_\_\_\_\_  
Woody McEvers, Mayor

ATTEST:

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

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

**ROLL CALL:**

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

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



**AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK**

**Birkdale Commons**

THIS AGREEMENT made this 3<sup>rd</sup> day of September, 2024 between 15<sup>th</sup> Street Investments, LLC, whose address is 8428 E. Coeur d'Alene Lake Drive, Coeur d'Alene, ID, 83814, with Cody W. Funk, Manager, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Birkdale Commons, a seventeen (17) lot, residential development in Coeur d'Alene, situated in the Southeast ¼ of the Northeast ¼ of Section 01, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Birkdale Commons Construction Drawings and Specifications", signed and stamped by Drew C. Dittman, PE, # 11138, dated January 31, 2024, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

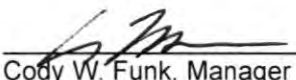
The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Seventeen Thousand Three hundred twenty and 00/100 Dollars (\$17,320.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 3<sup>rd</sup> day of September, 2025. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

**City of Coeur d'Alene**

**Developer**

\_\_\_\_\_  
Woody McEvers, Mayor

  
\_\_\_\_\_  
Cody W. Funk, Manager

**ATTEST:**

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

EXHIBIT 'A'

**Birkdale Commons  
LCE 21-083.2**

**Date: 8/9/2024**

<b>Warranty Bond Estimate</b>				
<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Amount</b>
<b>Hard Surface Improvements</b>				
4" Sidewalks	1,000	SF	\$ 6.50	\$ 6,500.00
Ped Ramps	2	EA	\$ 2,000.00	\$ 4,000.00
Cross Gutter	1	EA	\$ 2,500.00	\$ 2,500.00
<b>Hard Surface Subtotal:</b>				<b>\$ 13,000.00</b>
<b>Sewer Improvements</b>				
48" Manholes	2	EA	\$ 2,900.00	\$ 5,800.00
8" Sewer Main	540	LF	\$ 35.00	\$ 18,900.00
4" Sewer Services	17	EA	\$ 1,500.00	\$ 25,500.00
<b>Sewer Subtotal:</b>				<b>\$ 50,200.00</b>
<b>Water Improvements</b>				
8" Water Main	650	LF	\$ 55.00	\$ 35,750.00
1" Water Services	17	EA	\$ 2,850.00	\$ 48,450.00
1" Irrigation Service	1	EA	\$ 3,500.00	\$ 3,500.00
Fire Hydrants	2	EA	\$ 7,400.00	\$ 14,800.00
Flushing Station	1	EA	\$ 7,500.00	\$ 7,500.00
<b>Water Subtotal:</b>				<b>\$ 110,000.00</b>
<b>Total COST:</b>				<b>\$ 173,200.00</b>

<b>Warranty Bond Amount:</b>	<b>\$ 17,320.00</b>
------------------------------	---------------------

(10% of Total Cost)

OTHER BUSINESS

RESOLUTION NO. 24-068

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING JON WOODRUFF MCEVERS TO SIGN AS MAYOR OF THE CITY OF COEUR D'ALENE AS "WOODY MCEVERS."

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that Jon Woodruff McEvers is authorized to withdraw funds and to endorse and receive payment of financial accounts of the City of Coeur d'Alene regarding the handling of notes and bills payable to the City as "Woody McEvers," and financial institutions are hereby authorized to recognize any of such signatures subscribed below in the payment of funds or the transaction of any business for accounts of the City of Coeur d'Alene.

Woody McEvers, Mayor, \_\_\_\_\_

DATED this 3<sup>rd</sup> day of September, 2024.

\_\_\_\_\_  
Woody McEvers, Mayor

ATTEST:

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

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

**ROLL CALL:**

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** September 3, 2024

**FROM:** Renata McLeod, Municipal Services Director

**SUBJECT:** Pilot Project proposal from the Downtown Association for the Farmers Market

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**DECISION POINT:** Should Council approve a pilot project to allow possession of open containers of beer, wine, and other alcoholic beverages, and the consumption thereof, on City-owned or controlled property, including sidewalks, streets, alleys, and other rights-of-way, with certain restrictions, as requested by the Downtown Association (“DTA”) for the Farmer’s Market?

**HISTORY:** At the August 20, 2024, Council meeting, Council approved a pilot project for open containers of beer, wine, and other alcoholic beverages, and the consumption thereof, on City-owned or controlled property, including sidewalks, streets, alleys, and other rights-of-way, with certain restrictions, as requested by the DTA for the Farmer’s Market. Staff has prepared a Resolution implementing the pilot project, which the DTA has indicated satisfies its request. The pilot project is for ninety (90) days, although Council can extend the project for next year should it choose. The Resolution also allows the City to impose other reasonable conditions for the safety and welfare of the public, including requiring that the DTA post signs which inform the public of the pilot project and the limitations thereon. The Police will be involved in determining any necessary conditions to the project.

**FINANCIAL ANALYSIS:** There will likely be additional law enforcement and/or prosecution expenses; however, the exact costs are unknown at this time. Any costs associated with required fencing and other conditions will be paid by the DTA.

**DECISION POINT/RECOMMENDATION:** Council should approve the Resolution implementing a pilot project to allow for open containers of beer, wine, and other alcoholic beverages, and the consumption thereof, on City-owned or controlled property, including sidewalks, streets, alleys, and other rights-of-way, with certain exceptions, as requested by the Downtown Association for the Farmer’s Market.

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

A. No person shall consume any beer, wine, or other alcoholic beverage, or possess an open container of or containing any beer, wine, or other alcoholic beverage on any ~~public~~public-owned or controlled property, including public streets and alleys, buildings, parks, and trails, or any private property open to the public within the City, ~~or at any other place in the City,~~ including any motor vehicle moving or stationary, with the following exceptions:

~~— 1. The premises of a private residence;~~

~~— 2. Premises licensed for the sale of on-site consumption of the particular type of alcoholic beverage involved;~~

~~— 3. A certified forensic laboratory when the alcoholic beverage is possessed for evidentiary purposes and/or for testing and research purposes;~~

~~41. A public law enforcement facility possessing alcoholic beverages for evidentiary purposes or for training purposes;~~

52. Within the indoor premises of a private business when served free of charge to customers or patrons of the business in conjunction with a private-specific private event then taking place inside the business premises;

63. On a public sidewalk and/or other public right-of-way when such sidewalk or right-of-way is contiguous to a permitted outdoor eating facility, but only after issuance of and pursuant to the terms of a permit issued by the City Clerk. Criteria that must be met for a permit to issue shall be set forth by resolution of the City Council;

74. On a public right-of-way when used on pedal bike(s) and/or nonmotorized recreational vehicles in which the passenger areas are separate from the driver areas, but only after issuance of and pursuant to the terms of a permit issued by the City Clerk. Criteria that must be met for a permit to issue shall be set forth by resolution of the City Council;

85. Within the indoor premises of the Coeur d'Alene Public Library, or within the boundaries on the premises of the North Idaho Museum, including public parking lots-use, when served free of charge to patrons or event attendees in conjunction with a specific event hosted by the Coeur d'Alene Public Library Foundation, the Friends of the Coeur d'Alene Public Library, or other associated library organizations, pursuant to rules and policies adopted by the Coeur d'Alene Library Board of Trustees for such events, or hosted by the North Idaho Museum or associated support organizations;

~~— 6. —On a public sidewalk or other public right-of-way when such sidewalk or right-of-way is being used for a permitted Farmer's Market special event through the Downtown Association; provided, the beer, wine, or other alcoholic beverage consumption shall 1) be dispensed by a licensed vendor, 2) and shall be dispensed only take place in a specifically designated and restricted access identified area in accordance with State law, in which: Consumers shall remain in the designated area until they have finished consuming the beverage, and 3) shall be subject to and comply with any other requirements or conditions the City Council adopts by resolution; further this exception shall automatically expire on December 31, 2024, unless extended by resolution of the City Council for no more than an additional one (1) year period place on the permitted event for public safety;~~

97. On a public sidewalk or other public right-of-way when such sidewalk or right-of-way is being used for a permitted special event; provided, the consumption shall be for sample tasting only and the size of each sample of beer or wine shall not exceed one and one-half (~~1 1/2~~) ounces, shall be dispensed by a licensed vintner, winery, brewery, distributor, or retailer for the purpose of promoting their products to the public or conducted as a tasting event, and shall take place in a specific identified tasting area in accordance with State law. Consumers shall remain in the tasting area until they have finished consuming the sample; or

~~108.~~ As otherwise permitted by this Code.

B. Furthermore, no person shall possess any container, whether open or not, of or containing any beer, wine or other alcoholic beverage on public property, except at those public locations and under those conditions as set out in subsection A of this section or as otherwise permitted by this Code.



RESOLUTION NO. 24-069

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A PILOT PROJECT TO ALLOW POSSESSION OF OPEN CONTAINERS OF BEER, WINE, OR OTHER ALCOHOLIC BEVERAGES, AND CONSUMPTION THEREOF, ON CERTAIN PUBLIC SIDEWALKS AND OTHER PUBLIC RIGHTS-OF-WAY WHEN SUCH SIDEWALKS OR RIGHTS-OF-WAY ARE BEING USED FOR A PERMITTED FARMER'S MARKET SPECIAL EVENT SPONSORED BY THE DOWNTOWN ASSOCIATION; PROVIDING THAT THE ALCOHOLIC BEVERAGES SHALL BE DISPENSED BY LICENSED VENDORS AND SHALL TAKE PLACE IN A SPECIFICALLY IDENTIFIED AREA IN ACCORDANCE WITH STATE LAW AND BY AGREEMENT WITH THE CITY; PROVIDING FURTHER THAT CONSUMERS SHALL REMAIN IN THE DESIGNATED AREA UNTIL THEY HAVE FINISHED CONSUMING THE BEVERAGE; PROVIDING THAT OTHER CONDITIONS MAY BE PLACED ON THE PERMITTED EVENT FOR PUBLIC SAFETY BY THE CITY; AND PROVIDING THAT THE DURATION OF THE PILOT PROJECT SHALL BE NINETY (90) DAYS.

WHEREAS, the City of Coeur d'Alene prohibits the possession of open containers of beer, wine, and other alcoholic beverages, and the consumption thereof, on City-owned or controlled property, including sidewalks, streets, alleys, and other rights-of-way, with certain exceptions, pursuant to Municipal Code § 5.08.160; and

WHEREAS, the Coeur d'Alene Downtown Association ("DTA") has requested that the City implement a pilot program to allow the possession of open containers of beer, wine, and other alcoholic beverages, and consumption thereof, on certain designated City-owned or controlled property, including sidewalks, streets, alleys, and other rights-of-way, during permitted farmer's markets sponsored by the DTA; and

WHEREAS, the City Council has determined that it is in the best interests of the City and the citizens thereof to institute a pilot project to allow the possession of open containers of beer, wine, and other alcoholic beverages, and the consumption thereof, on certain designated City-owned or controlled property, including sidewalks, streets, alleys, and other rights-of-way, during permitted farmer's markets sponsored by the DTA.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council that a pilot program be, and hereby is, established for a period of ninety (90) days from the passage of this Resolution to allow the possession of open containers of beer, wine, and other alcoholic beverages, and the consumption thereof, on certain City-owned or controlled property, including sidewalks, streets, alleys, and other rights-of-way, during permitted farmer's markets sponsored by the DTA.

BE IT FURTHER RESOLVED that the permit for a farmer's market that will involve the sale of beer, wine, or other alcoholic beverages for consumption on City-owned or controlled property shall identify clearly the sidewalks, streets, alleys, and other rights-of-way where such possession and consumption will be allowed, and the allowed times of sale and consumption.

BE IT FURTHER RESOLVED that the City may impose other reasonable conditions for the safety and welfare of the public, including requiring that the DTA post signs which inform the public of the pilot project and the limitations thereon.

BE IT FURTHER RESOLVED that the City's regulations, as set out in Municipal Code § 5.08.160, prohibiting the possession and/or consumption of beer, wine, or other alcoholic beverages on publicly-owned or controlled property, shall otherwise remain in full force and effect.

DATED this 3<sup>rd</sup> day of September, 2024.

---

Woody McEvers, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER WOOD Voted \_\_\_\_\_

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:           SEPTEMBER 3, 2024**

**FROM:          MELISSA TOSI, HUMAN RESOURCES DIRECTOR**

**SUBJECT:       CLASSIFICATION AND COMPENSATION AMENDMENT**

---

**DECISION POINT:** Should Council approve an amendment to the classification and compensation plan, adding “TV Production Coordinator” as a new classification in the Municipal Services Department?

**HISTORY:** Since 2006, the City has been contracting with an independent outside party, Bunkhouse Media, for the multi-media services necessary to perform the CDA TV duties. The consultant will soon be retiring and will not continue services past September 30, 2024.

As a result, the City would like to incorporate these duties into a full-time benefited position. This position will be responsible for organizing, coordinating, and scheduling all programming on the City’s cable television channel and website. This position will also create scripts, produce, and coordinate production logistics while working with staff, outside agencies and partners. The job classification has been created, reviewed, and leveled to a pay grade 14.

The proposed Personnel Rule amendment was posted a minimum of ten (10) consecutive days before this City Council meeting.

**FINANCIAL ANALYSIS:** Currently the consultant funding is being paid out of the Municipal Services professional services/audio visual budget. Below are the annual wages for both the professional services agreement and creating the new classification for a full-time benefited employee.

Independent Contractor Agreement: Current consultant salary → \$115,483 annually  
TV Production Coordinator: Pay grade 14 base salary range → \$64,563 – 90,875 annually

Incorporating this classification into the City’s classification and compensation plan will also include benefit costs that are not included in the current professional services agreement with Bunkhouse Media. Social security and Medicare taxes, along with benefits, would be approximately \$27,041 - \$39,862 annually, depending on the employee’s selected dependent coverage.

**PERFORMANCE ANALYSIS:** Authorizing the above noted amendments to the classification and compensation plan will create a new full-time benefited employee. The benefits that would be included in this classification will be helpful in recruiting and retention as the City sees this

position as a long-term need. Additionally, the current consultant is retiring and there is a need to fill the position.

**RECOMMENDATION:** Council should approve an amendment to the City's classification and compensation plan, specifically adding the TV Production Coordinator classification that will fall under the Municipal Services Department.



### ***Television Production Coordinator***

**Department: Municipal Services**  
14

**Reports to: Municipal Services Director**

**Pay Grade:**

**Date Established: 7/2024**  
**Exempt**

**Date Revised:**

**FLSA Status:**

#### **Classification Summary**

The Television Production Coordinator is responsible for organizing, coordinating and scheduling all programming for transmission on the City's cable television channels and website. The position will create scripts, produce, coordinate production logistics direct on-camera talent and crew, and operate video production equipment for the recording and/or live transmission of original programs and City government meetings and events. The Television Production Coordinator position is supervised by the Municipal Services Director, with wide latitude for independent judgment and initiative. The Television Production Coordinator position must have a high school diploma or GED with a preferred Associates Degree, and two (2) years' experience of progressively responsible work experience with major responsibilities in producing, directing, shooting and/or editing live and field video productions required providing administrative support, preferably in a governmental environment. The position works in a public building environment where the noise level is generally moderate.

#### **Essential Duties and Responsibilities *(illustrative only and may vary by assignment)***

- Organize, coordinate and schedule all programming for transmission on the City's cable television channels and website;
- Prepare and maintain daily programming logs, updates on-air video guide and internet schedules under a weekly deadline for 24-hour playback;
- Monitors transmissions to insure accurate adherence to playback schedules;
- Use professional video equipment to prepare video recordings for transmission and oversee those engaged in preparation of video recordings for transmission;
- Update and maintain computerized records database(s), organize, catalogs & maintain media library;
- Create scripts, produce, coordinate production logistics direct on-camera talent and crew, and operate video production equipment for the recording and/or live transmission of original programs and City government meetings and events;
- Edit videos, add graphics, and encode recorded programs for transmission on city cable channels and websites including YouTube and Facebook;
- Serve as camera and voice over talent for production programs and public service announcements;
- Download City partner productions, identifying deficiencies in video and sound and edit/post for on-air transmission;
- Recompressing edited programs, uploading then scheduling for broadcast on Coeur d'Alene television;
- In pre-production, design and produce graphics and motion graphics for video productions, station ID, and public service announcements;
- Coordinates acquisition of information and images, edits and convert text and graphics to be incorporated into graphic designs;

- Define consistent graphic standards for the station's branding;
- Design and update recording and broadcast production facilities to accommodate recording City meetings;
- Troubleshoot broadcast quality multi-camera audio and video systems;
- Maintain current schematics for Control Room and Community Room audio and video facilities;
- Develop programming working with City Department and City affiliated organizations for television and internet channels, the website, social media, and digital bulletin board system;
- Format, edit and update public service announcement information into viewable "on-air" public information;
- Develop and maintain the Coeur d'Alene televisions information bulletin board system;
- Conduct research, outreach and networking to acquire outside programming and public service announcements for transmission on the channels and/or website;
- Screens programs for appropriate content and technical quality and communicates program information to public and city staff;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested;
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

**Secondary Duties and Responsibilities:**

- Must be able to work evenings;
- Performs other duties as assigned.

**Knowledge of:**

- Techniques, material, and equipment used in the design, creation, and production of a wide variety of media including, digital audio & video, photography.
- PEG TV productions;
- Non-linear editing, electronic news gathering, on-line editing techniques, electronic field production practices and techniques;
- Techniques, material, and equipment used in the design, creation, and production of a wide variety of graphics, television programs, and television studio operations;
- Current media production technology, both in the studio and electronic field production;
- Broadcast television standards;
- Graphic design principles and techniques;
- Report writing and data gathering principles and procedures;
- System wiring, soldering, and troubleshooting principles and techniques;
- Electronic schematic creation, updating, and interpretation;
- Copyright and licensing regulations regarding third-party media assets in videos;
- Current industry technology and standards for systems used by the City;
- Current system security methods and techniques;
- Customer service methods, techniques, and objectives;

**Skill and Ability to:**

- Plan, shoot, and edit videos, maintaining the highest production standards, using industry-standard equipment and software to ensure the best visual and audio quality;
- Proficiency in Adobe Creative Suite particularly Premiere, Media Encoder, Audition, After Effects, and Photoshop;
- Proficiency in Live-production/streaming switching on a professional level such as TriCaster or Broadcast Px equipment while simultaneously operating multiple cameras and a multi-channel audio mixer;
- Proficiency in live streaming and uploading processes to social media, specifically YouTube and Facebook;

- Thorough understanding of both Mac and PC platforms and creating professional level media on both;
- Produce, develop, and present video and still photographic and script materials;
- Operate and maintain photographic and tape equipment;
- Perform still photography, film and tape editing, sound recording and mixing;
- Operate a variety of audio-visual equipment;
- Analyze issues and problems, research the root cause, and resolve problems;
- Provide support to all system users, answering questions and providing information, as needed;
- Maintain records, logs, and documentation;
- Provide efficient customer service to users of all ability and skill levels;
- Establish and maintain effective working relationships with elected officials, co-workers, and the public;
- Use English and speak clearly for understanding;
- Listen carefully to, understand, and effectively communicate through verbal, written, and electronic communication channels;
- Perform duties to supervisor's expectations;
- Ability to work independently and collaboratively within a team;
- Follow verbal and written instructions;
- Work independently and exercise initiative, with general guidance and supervision;
- Maintain a professional demeanor at all times;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity and ingenuity in the performance of assigned tasks and solving problems;
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

**Acceptable Experience and Training:**

- High school diploma or GED required with Associate's Degree preferred;
- Must possess a valid driver's license;
- Two (2) years of progressively responsible work experience with major responsibilities in producing, directing, shooting and/or editing live and field video productions required; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

**Physical Demands & Work Environment:**

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

While performing the duties of this classification, the employee is frequently required to stand, walk, sit, stoop, kneel, bend, climb and use a ladder, use hands to manipulate and make adjustments to tools used in performing the essential functions of the classification, and reach with hands and arms. The employee must frequently lift and/or move up to 50 pounds. Specific vision abilities required by this classification include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to discern verbal instructions and communicate effectively in person and by telephone. While performing the duties of this classification, the employee works in a public office environment where the noise level is usually moderate.

RESOLUTION NO. 24-070

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE CLASSIFICATION AND COMPENSATION PLAN TO ADD A NEW CLASSIFICATION ENTITLED “TV PRODUCTION COORDINATOR,” AND ESTABLISHING A PAY GRADE 14 FOR THAT POSITION.

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

<b>Current Title</b>	<b>Proposed Title</b>	<b>Title Change, New Classification or Classification Change</b>	<b>Current Pay Grade</b>	<b>Proposed Pay Grade</b>
None	TV Production Coordinator	New Classification	None	14

and

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

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

NOW, THEREFORE,

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

DATED this 3<sup>rd</sup> day of September, 2024.

\_\_\_\_\_  
Woody McEvers, Mayor

ATTEST:

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



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

**ROLL CALL:**

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GOOKIN Voted

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:**           **SEPTEMBER 3, 2024**

**FROM:**           **TROY TYMESEN, CITY ADMINISTRATOR**

**SUBJECT:**       **COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS AGREEMENT (IAFF)**

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**Decision Point:** Should City Council approve the proposed negotiated Coeur d'Alene Firefighters Local No. 710, IAFF Agreement, establishing compensation and benefits over a four-year contract, 2024-2028.

**History:** The Agreement shall be applicable to the Fire Union represented classifications for a term commencing October 1, 2024, and ending September 30, 2028. All prior resolutions and agreements between the City and the Fire Union will no longer be applicable unless specially provided herein.

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

- 4-year contract;
- 3.5% wage adjustment at the beginning of each fiscal year of the four-year contract;
- Amend the Grievance Procedure to allow for one single arbitrator instead of a panel of three;
- Add an EMS Preceptor benefit of \$2.35 per hour will Paramedic is actively training preceptee;
- Add Parental Leave following the first month of a birth or adoption which will allow the member to use four-days of sick leave;
- Adjust monthly HRA VEBA benefit;
- Add monthly 3-hour comp-time benefit for active Peer support team members;
- Amend Senior Pay requirements to eliminate the service time required in the promoted rank and add additional community service electives;
- Adjust the Military Leave Benefit and clarify the rules pertaining thereto.

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

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

RESOLUTION NO. 24-071

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A FOUR-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, EFFECTIVE OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2028.

WHEREAS, the City Administrator and Human Resources Director have recommended that the City of Coeur d'Alene enter into a Collective Bargaining Agreement with the Coeur d'Alene Firefighters Local No. 710, International Association of Firefighters, pursuant to terms and conditions set forth the agreement, a copy of which is attached hereto as Exhibit "A" 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 four-year Collective Bargaining Agreement with the Coeur d'Alene Firefighters Local No. 710, International Association of Firefighters effective October 1, 2024 through September 30, 2028, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 3<sup>rd</sup> day of September, 2024.

---

Woody McEvers, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

**ROLL CALL:**

COUNCIL MEMBER ENGLISH                      Voted

COUNCIL MEMBER WOOD                        Voted

COUNCIL MEMBER GOOKIN                    Voted

COUNCIL MEMBER EVANS                      Voted

COUNCIL MEMBER MILLER                    Voted

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

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 3<sup>rd</sup> day of September, 2024, by and between the CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, hereinafter referred to as the "CITY," and the COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the "UNION,"

### **WITNESSETH,**

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

**WHEREAS**, the CITY and the UNION have collectively bargained since 1980 and copies of previous agreements are available at the office of the City Clerk, and,

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

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

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

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

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## **ARTICLE 1. Purposes**

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

## **ARTICLE 2. Term of Agreement**

This Agreement shall be effective as of the first (1<sup>st</sup>) day of October 2024, and shall remain in full force and effect until the thirtieth (30<sup>th</sup>) day of September 2028. If a new agreement has not been reached between the CITY and the UNION upon expiration of this Agreement, this Agreement will remain in effect and unchanged until a new agreement is reached.

## **ARTICLE 3. Recognition**

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

## **ARTICLE 4. Union Security and Checkoff**

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

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

## **ARTICLE 5. City Security**

SECTION 1. The UNION and the employees agree that during the term of this Agreement, they will not cause, encourage, participate in, or support any slow-down, strike, or picketing against the CITY or other interruption of or interference with the normal functions of the CITY. The UNION and the employees further agree that, during the term of this Agreement, no firefighter will recognize a picket line of any labor organization while in the performance of his/her official duties. Violation of this paragraph shall be grounds for disciplinary action.

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



## **ARTICLE 6. Union Business**

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

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

## **ARTICLE 7. Discrimination**

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

## **ARTICLE 8. Staffing**

SECTION 1. It is agreed that the intent of this article is to have a minimum staffing level of seventeen (17) firefighters (ranks Firefighter through Battalion Chief) on duty and available for initial response. There shall be at least one Idaho State-licensed Paramedic per ambulance. For the purposes of this Agreement, a Firefighter is defined as a full-time employee of the Fire Department of the City of Coeur d'Alene, who the Fire Chief or his/her designee recognizes to be competent to efficiently and safely perform the duties of a Firefighter. In no case shall an employee be considered for minimum staffing level purposes until that employee has served at least (4) months continuous service from the date of hire and has completed the City of Coeur d'Alene Fire Department Academy.

Starting at 0800 on Tuesday November 28<sup>th</sup> 2023 to 0800 on Saturday (4 consecutive 24hr shifts) minimum staffing shall be nineteen (19) firefighters (ranks Firefighter through Battalion Chief). The following week starting at 0800 on Monday to 0800 on Friday minimum staffing shall be

nineteen (19) firefighters (ranks Firefighters through Battalion Chief). This will continue to alternate every week for the duration of the Agreement. The intent is to prevent personnel from having to switch assignments mid-shift.

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

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

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

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

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

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

1. School/classes
2. Conferences/Seminars

Prior to attending a function on-duty that falls outside the city limits, those personnel wishing to attend said function shall obtain the approval of their Battalion Chief or Acting Battalion Chief, Deputy Chief, or Fire Chief. No more than one station, regardless of the staffing levels, will be allowed to attend functions on any given day. The shift Battalion Chief, Deputy Chief, or Fire Chief, however, may allow that number to increase if they feel confident their area of responsibility is sufficiently covered. The Battalion Chief shall have the ability to cancel or recall on-duty personnel from attending a function if it is felt that attendance at said function will greatly delay the response back to the city limits as the result of weather conditions, an increase in emergency activity, or other circumstances.

## **ARTICLE 9. Prevailing Rights**

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

## **ARTICLE 10. Entire Agreement**

The terms and provisions herein contained shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous agreements or understanding, whether written, oral or implied. This Agreement may be amended only in a writing signed by both parties.

## **ARTICLE 11. Rules and Regulations**

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

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

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

## **ARTICLE 12. Grievance Procedure**

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

SECTION 2. The UNION may form a grievance committee that shall, from time to time, acquaint itself with grievances submitted to it by any firefighter governed by this Agreement. Such committee may, in the event it deems a grievance meritorious, refer the grievance to the Fire Chief, in accordance with the procedure provided in Section 3, for the purpose of correcting, rectifying and adjusting the grievance. In addition, the committee may submit grievances in all cases regarding the interpretation and application of this Agreement.

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

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

Step 2. If the grievance remains unresolved, it must be stated in writing and presented to the Fire Chief no later than five (5) business days after the Deputy Fire Chief response, and the Fire Chief shall set a time and place for hearing the grievance presented by the representatives of the grievance committee, with or without the presence of the

complaining employee, within five (5) business days after such grievance has been referred to the Fire Chief; but, in the event the Fire Chief is out of the city or away from duty at the time the grievance is referred to his/her office, then the Fire Chief shall, within five (5) business days following return to the city and/or assuming work duty, establish a time and place for hearing the grievance, with or without the presence of the complaining employee, as presented by the representatives of the grievance committee.

- A. The Fire Chief shall render a decision within five (5) business days after hearing the grievance as presented, but if the Fire Chief has not rendered a decision within said five (5) business days, the grievance will be deemed as a matter of law to have been rejected.
- B. The committee may appeal the Fire Chief's decision to the city council within five (5) business days, which must render a decision to be determined on an administrative basis within three (3) weeks after written notice of appeal has been filed with the council. The council may also take further testimony or make further inquiry as it deems proper. The decision of the Council shall be served on the appellant by mailing a copy to Local No. 710, at P.O. Box 2064, Coeur d'Alene, certified mail return receipt requested, or by personal service on an officer of Local No. 710.
- C. The Council and Committee may agree to mediation prior to arbitration. If the parties agree to mediation, time limits shall be stayed until at least one party advises the other that mediation has not been successful.

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

- A. The appeal of the council's decision must be filed with the city clerk within five (5) business days from the date of the council's decision.
- B. At the time of filing its notice of appeal, an arbitrator may be selected by mutual agreement of the CITY and the UNION. The arbitrator shall not be a member of the bargaining unit or an elected official or employee of CITY.
- C. If the parties cannot agree on an arbitrator, the parties shall, within twenty (20) working days of the filing of the notice of arbitration, send a joint written request to the American Arbitration Association for a list of five (5) arbitrators from which the parties shall select an arbitrator to hear and determine the grievance. The method of selection shall be by alternate striking of names on the list until only one (1) name remains. The one (1) remaining shall be the selected arbitrator. The party who strikes the first name shall be determined by the flip of a coin. Each party may, only once, strike the entire list and request a new list from the American Arbitration Association. Written notice of the appointment of the selected arbitrator

shall be signed by both parties and mailed to said arbitrator within five (5) working days after selection.

- D. Upon the appointment of the selected arbitrator, as hereinabove provided, said arbitrator shall hold an arbitration hearing at the time and place selected by the arbitrator, but such hearing must be held within three (3) weeks from the date of the selection of the arbitrator, and the notification thereof. At the hearing, the laws of evidence of the state of Idaho shall apply and the hearing shall be conducted pursuant to the provisions of Title 7, Chapter 9 of the Idaho Code, and the terms and conditions of this Agreement. The arbitration may be continued by the arbitrator at the request of a party and upon a showing of good cause.

Step 4. The award of the arbitrator shall be binding upon the parties hereto and the award may be entered upon the records of any court having jurisdiction, except that each party shall retain the right to appeal as provided in the provisions of Title 7, Chapter 9, Idaho Code. Costs of arbitration, including the arbitrator's fee, shall be borne equally by the CITY and the UNION.

### **ARTICLE 13. Personnel Reduction**

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

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

### **ARTICLE 14. Shift Trades/Changes**

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

SECTION 2. Shift Transfers.

- A. When a shift vacancy exists, employees shall have the right to request a shift transfer by submitting a letter of interest to the Fire Chief or designee.
- B. Should the Fire Chief or designee determine there is a need to assign an employee to a new shift, the Fire Chief or designee will first consider transfer requests unless another work priority takes precedence.
- C. Should the Fire Chief or designee determine there is a need to assign an

employee to a new shift and no transfer requests have been submitted, then an employee will be selected using reverse seniority.

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

### **ARTICLE 15. Working Out of Classification/Precepting**

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

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

SECTION 3. A currently certified Paramedic that is an assigned Preceptor by the EMS Officer shall be eligible for a Preceptor stipend of \$2.35 per hour while actively training a Paramedic preceptee. A Preceptor shall be qualified by education, training, and/or experience as determined by the EMS Officer.

### **ARTICLE 16. Sick Leave**

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

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

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

SECTION 3. Sick leave accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third wage disbursement. Sick leave shall be earned at twelve (12) hours per pay period for a fifty-six (56) hour a week employee, and at the rate of five (5) hours per pay period for a forty (40) hour a week employee. Unused sick leave may be accumulated to a total of not more than 1440 hours for employees who work a fifty-six (56) hour week and to a total of 720 hours for employees who work a forty (40) hour week. For the purpose of computing compensation for accrued sick leave at retirement provided for in Option Two of Section 6, sick leave shall be calculated as unlimited accrual.

SECTION 4. New Employees. In the first six (6) months of employment, new employees shall be entitled to use up to forty-eight hours of sick leave from the first day of work. Any sick leave used in excess of that which is actually accrued will result in a deduction from sick leave accrual until there is no longer a negative sick leave balance. If an employee separates from employment having used more sick leave than accrued, the employee shall be required to repay the CITY for such excess use, which amount shall be deducted from the employee's last paycheck to the extent possible.

SECTION 5. Parental Leave. In the first month following the birth or adoption of an employee's new child, the CITY agrees to allow employees to utilize 4 consecutive shifts of paid sick leave. Additional use of sick leave will require physician's documentation. Parental leave shall only be taken in a single, continuous block of time, incremental leave is not permitted. FMLA eligibility is determined separately but parental leave will run concurrently with FMLA. Parental leave shall be requested in writing to Human Resources at least 30 days prior to the child's anticipated due/adoption date, absent unforeseeable circumstances.

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

SECTION 7. Each employee shall select one of the following options for compensation of sick leave accrual:

Option One: Employees having accumulated more than one thousand four hundred forty (1440) hours of sick leave on the first day of the City’s fiscal year, shall receive one (1) additional hour of vacation leave for every three (3) hours of sick leave forfeited the first pay period of the fiscal year. Employees receiving additional vacation credits in this manner may elect to be compensated at their hourly wage for up to seventy-two (72) hours of such additional vacation credits. Employees who have not accumulated one thousand four hundred forty (1440) hours of sick leave, or seven hundred twenty (720) hours for 40-hour employees, at the beginning of the City’s fiscal year shall receive four (4) hours of vacation for each quarter of a fiscal year in which they did not use any sick leave. An employee who retires from the City of Coeur d’Alene pursuant to the provisions of Idaho Code shall be compensated for thirty-three and one third percent (33⅓%) of his/her accumulated sick leave at the time of retirement.

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

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

All employees receiving regular wages in lieu of temporary disability payments will no longer accumulate vacation and sick leave, and will no longer receive additional FLSA pay otherwise required under CFR § 553.201 Section 7(k), following sixty (60) days of disability.

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

<b>Employee Rank</b>	<b>October 1, 2024</b>	<b>October 1, 2025</b>	<b>October 1, 2026</b>	<b>October 1, 2027</b>
Battalion Chief	\$325	\$336	\$348	\$360
Captain	\$299	\$309	\$320	\$331
Engineer	\$272	\$282	\$292	\$302
Firefighter	\$255	\$264	\$273	\$283
Deputy Fire Marshall	\$183	\$189	\$196	\$203
EMS Officer	\$183	\$189	\$196	\$203

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



employee's converted gross hourly wage. The employee must have a minimum of three hundred twenty (320) hours of accrued sick leave hours to be eligible.

### **ARTICLE 17. Worker's Compensation**

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

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

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

### **ARTICLE 18. Vacancies and Promotions**

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

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

SECTION 3. Employees covered under this Agreement transferring from a forty (40) hour per week schedule back to a fifty-six (56) hour per week schedule may be allowed to return to his/her previous rank upon an available opening and approval of the Fire Chief. The forty (40) hour per

week employee may also test for any promotional eligibility lists in which they are qualified. Employees who did not start as a Firefighter must meet all qualifications of a Firefighter and pass the physical agility test to accept a fifty-six (56) hour per week assignment.

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

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

#### **ARTICLE 19. Bereavement Leave**

SECTION 1. In the event of the death in the extended family of an employee and/or being in attendance at the relative's bedside, the fifty-six (56) hour employee shall be granted up to forty-eight (48) hours off with pay. Forty (40) hour employees shall be granted up to forty (40) hours off with pay. Immediate extended family is defined as spouse, child, mother, father, legal guardians, brothers, sisters, grandparents, and grandchildren of either spouse. Child is defined as the biological, adopted, foster, stepchild, legal ward or a child of an individual acting in the parent's stead. If an employee is on scheduled time off at the time bereavement occurs, bereavement leave shall be paid and the time off shall not be charged to accrued leave until bereavement leave is exhausted.

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

#### **ARTICLE 20. Insurance Coverage**

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

If dependent premium increase quotes from the insurance companies are 5% or less over the previous year, the CITY will cover the increase in premium in its entirety. If dependent premium increase quotes from the insurance companies are greater than 5% over the previous year, the CITY will cover the initial 5% and the employee will be responsible for up to the next 2%. If the

premium increase is above 7%, the following will be implemented in an attempt to reduce the increase in premium cost in the following order:

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

The Committee shall consist of four members. There shall be one member from each of the following four employee groups: Lake City Employee's Association, Fire Union, Police Association, and non-represented employees. The members shall be selected by their respective employee group and shall be active dues paying members where applicable. Each Committee member has one (1) vote. The Committee's goal is to work in good faith to research options which may reduce or maintain the medical premiums and/or options which may increase the employee's contribution toward the total family premium such that the total family premium cost increase to the CITY is 5% or less over the previous year. A decision by the Committee shall be made by September 1<sup>st</sup> of the year in which the Committee is activated. The decision reached by majority vote will be implemented October 1<sup>st</sup>. If consensus is not reached or the UNION does not agree with the majority, this Agreement will reopen immediately for negotiations relative to compensation including wages, Health Reimbursement Arrangement HRA/VEBA, Medical Insurance, and other insurance benefits. The UNION and the CITY agree to bargain in good faith to reach an agreement on or before September 30<sup>th</sup>.

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

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

SECTION 4. The CITY agrees to contribute One Thousand Dollars (\$1,000.00) annually for an individual employee deductible and Two Thousand Dollars (\$2,000.00) annually for an employee family deductible into the employee's HRA/VEBA plan. The contribution will be deposited into

the employee's HRA/VEBA plan on a monthly basis with the applicable deductible contribution divided by the applicable months of eligible coverage.

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

SECTION 6. IAFF Health and Wellness Trust (IAFF HWT): At present, the parties have agreed that members of the fire department shall remain participants in the CITY's health insurance program. However, the UNION continues to consider a transition of fire department members to health insurance coverage through the IAFF Health and Wellness Trust. Accordingly, the CITY and the UNION will meet annually before August 1 to consider the feasibility of such transition. In determining feasibility, the parties shall consider, among other relevant factors, revenues due to closure of an urban renewal district, and any changes in the cost of the CITY's medical insurance costs. The parties agree that any request for transition will be considered and negotiated in good faith.

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

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

SECTION 8. Disability Insurance: The CITY agrees to pay one hundred percent (100%) of the premium for disability insurance, which would provide a disabled employee, after sixty (60) days of lost time or duration of accrued sick leave, whichever is greater, sixty percent (60%) of base wage to the Social Security normal retirement age. It is understood and agreed that affected employees could receive pro-rated vacation leave benefits, if available from the employee's vacation leave account, to maintain base wage after insurance payments begin. It is not the intent of this section to provide the employee with any benefit that would result in the employee being compensated in any manner in excess of 100% of the employee's base wages. All employees continuing to receive base wages in lieu of disability insurance payments, but not actively working for sixty (60) consecutive days, will no longer accumulate vacation and sick leave.

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

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

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

## **ARTICLE 21. Holidays**

SECTION 1. All fifty-six (56) hour employees covered by this Agreement shall be entitled to eleven (11) holidays, for a total of two hundred sixty-four (264) hours. Forty (40) hour employees would receive a total of eighty-eight (88) hours. Eligible holidays are as follows:

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

For forty (40) hour employees, if December 24<sup>th</sup> falls on a Saturday or Sunday, the preceding Friday shall be observed. Also, the Mayor may proclaim other holidays. For fifty-six (56) hour employees, pay for each holiday shall be the individual's base wage at the time of the holiday. It shall be paid on or before December 1<sup>st</sup> of each year for the entire preceding calendar year. Forty (40) hour week employees shall normally not work on a holiday and shall not receive extra holiday compensation. If required to work on a holiday, such employees shall be paid in accordance with Article 21.

## **ARTICLE 22. Work Schedule/Overtime**

### **SECTION 1. Work Schedule**

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

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

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

- C. No member shall work more than 72 consecutive hours without the Fire Chief's or designee's approval. Likewise, no member shall be required to work more than 72 consecutive hours, unless there is a mutually agreed upon (between FD Administration and UNION) fire department emergency.
- D. In the event that a shift is scheduled to work both December 24<sup>th</sup> and December 25<sup>th</sup> the same year, the shift assigned to work on December 23<sup>rd</sup> will be reassigned to work December 24<sup>th</sup>. The shift originally scheduled to work on December 24<sup>th</sup> will be reassigned to work on December 23<sup>rd</sup>.
- E. The FLSA work cycle shall be a 14-day cycle. Beginning January 1<sup>st</sup>, 2023.

## SECTION 2. Overtime

- A. Overtime shall consist of authorized work in excess of the number of hours in any scheduled work period or in excess of the maximum number of hours permitted by U.S. Department of Labor Regulations for a twenty-four (24) day work period. Scheduled Vacation Leave and Sick Leave taken shall be considered as hours worked for purposes of determining eligibility for overtime pay required by Department of Labor Regulations implementing the Fair Labor Standards Act. Overtime of less than fifteen (15) minutes in any workday shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest half hour.
- B. All overtime shall be authorized by the Fire Chief or designee.
- C. Constant staffing: Constant staffing pay is provided to all employees who are called back to work in a minimum staffing position as described in article 8. This is within the definition of overtime under the FLSA.
- D. Overtime: Overtime pay is provided to all employees who are required to perform extra duties that are not minimum staffing. This is within the definition of overtime under the FLSA.
- E. Special events: Special event pay is provided to all employees who are required to work assignments at special events. This is within the definition of overtime under the FLSA.

## SECTION 3. Method of Compensating for Overtime Work

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

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

#### SECTION 4. Wildland Project Fires/FEMA activations

- A. The CITY will pay any Fire Department Employee who leaves the CITY under the auspices of the Idaho Department of Lands (IDL), the United States Forest Service (USFS) or FEMA as part of a Wildland firefighting crew under the following guidelines:
- B. The employee will be paid from the time they leave a City of Coeur d'Alene Fire Station until they return to a City of Coeur d'Alene Fire Station (portal to portal).
- C. They will be paid straight time for their normally scheduled shifts and twenty-four (24) hours of overtime pay on their days off.
- D. The employee will be paid by the CITY and retain all benefits and insurance.
- E. The CITY will be reimbursed, through contract, by IDL, USFS or FEMA

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

#### SECTION 5. Compensatory Time

- A. At the request of any employee, the Fire Chief may provide that, in lieu of cash payment for overtime, he/she may be allowed compensatory time off, computed at the rate of one and one-half times each hour of overtime worked.
- B. Any such time off shall be taken at a time mutually agreed upon by the employee and the Fire Chief or designee.
- C. In no event shall the fifty-six (56) hour employee accumulate more than four hundred eighty (480) hours of compensatory time. Hours generated over four hundred eighty hours must be immediately paid as overtime.
- D. Members of the Honor Guard, department band, and department Peer support team, shall be given three (3) hours of compensatory time per month when they are an active participant of the team. The lead member of each team shall provide a roster of active members to the Fire Chief and Human Resources Director biannually, by October 1 and April 1, to confirm members eligible for compensatory time. Membership in the Honor Guard shall be limited to twenty (20), membership in the Department band shall be limited to six (6), and membership in the department Peer support team shall be limited to ten (10). A member of the department Peer Support Team must hold a current certification in peer support. If any member is no longer active on a team for any reason, the Fire Chief and Human Resources Director shall be notified by the lead member immediately. A member may use this time at the employee's discretion, but may use this time in lieu of shift trades when staffing levels allow.
- E. All regular employees who terminate employment, whether voluntarily or involuntarily, shall be paid, at their regular rate in a lump sum, all accrued compensatory time earned prior to the effective date of termination. In the event of the death of the employee, the employee's designee shall be paid all accrued compensatory time.

#### SECTION 6. Assignment of Overtime

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

### **ARTICLE 23. Vacation**

SECTION 1. All employees in the competitive service shall be entitled to vacation leave with pay. Eligible employees, who work less than full-time, but more than one thousand forty (1040) hours during a fiscal year, shall accrue vacation on a pro-rated basis. For purposes of computing vacation



leave, a working day for forty (40) hour employees shall be considered eight (8) hours and for fifty-six (56) hour employees, a shift shall be twenty-four (24) hours. Employees may take vacation leave in the amount of days accumulated at the time of such leave; provided that for good cause shown and upon prior approval from the Human Resource Director, an employee may advance vacation in the amount not to exceed five (5) additional days/shifts. Forty (40) hour a week employees may accumulate three hundred twenty (320) vacation leave hours and fifty-six (56) hour a week employees may accumulate three hundred sixty (360) hours.

SECTION 2. Insofar as is practical, employees will be scheduled for periods of annual leave based upon their preference and in order of length of tenure with the fire department. Two (2) employees will be allowed to be on scheduled vacation leave, regardless of staffing levels, at any one time. If minimum staffing levels increase to twenty (20) or more fifty-six (56) hour employees per shift, one additional employee will be allowed to be on scheduled vacation leave, regardless of staffing levels. Any deviation from the schedule, once prepared, must be approved by the Fire Chief or designee. Vacations shall be approved and authorized at the discretion of the Fire Chief or designee.

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

SECTION 4. Vacation accruals will be earned over twenty-four (24) pay periods rather than twenty-six pay periods. This means in the two months in which employees receive three wage disbursements, employees will not receive accruals on the third wage disbursement. Accumulation of vacation time shall be computed monthly. A forty (40) hour employee who has accumulated vacation time in excess of three hundred twenty (320) hours or three hundred sixty (360) hours for fifty-six (56) hour employees, as of the first day of the CITY's fiscal year, shall forfeit such excess accumulation at that time, unless otherwise specifically approved by the city administrator. Vacation leave shall be earned in accordance with the following schedule and shall be credited in arrears.

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

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

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

1. 1<sup>st</sup> through 5<sup>th</sup> year of service: 6 hours

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

### **ARTICLE 23. Wages**

SECTION 1. At the beginning of the pay period that includes October 1, the minimum and maximum base wage compensation schedule for each year of the Agreement is attached hereto as Appendix A. The City will provide a wage adjustment increase according to the following schedule:

Fiscal Year 24/25:	3.5%
Fiscal Year 25/26:	3.5%
Fiscal Year 26/27:	3.5%
Fiscal Year 27/28:	3.5%

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

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

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

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

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

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

SECTION 5. Education, License, Certification Pay. It is agreed that department employees who have earned an advanced Idaho State Emergency Medical Technician (AEMT) or Paramedic license, or degrees reasonably related to their job function from accredited colleges or have

obtained certification either prior to being employed with the CITY or after date of hire, shall be paid an additional amount based upon the following schedule.

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

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

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

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

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

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

**Mandatory Requirements:**

1. Must have five (5) completed years of service time with the Coeur d'Alene Fire Department.
2. The member requesting Senior Status will provide necessary documentation on the Senior Status form to the Fire Chief or designee for review to determine eligibility. The Fire Chief or designee shall, within 10 business days of receiving the Senior Status form, shall approve and date the form and forward the documented approval to Human Resources for wage increase implementation. The effective date shall be the beginning of the following pay period once submitted by the Fire Chief or designee. The Peer Fitness Trainers shall record and provide the

Physical Fitness test results to the Fire Chief or designee. Human Resources shall be notified if a member is no longer eligible by the Fire Chief or designee.

3. Employees receiving Senior Status must receive standard or above performance evaluations. Employees who receive a below standard evaluation shall lose Senior Status. The five percent (5%) increase will be discontinued and only reinstated on the date the employee's standard or above performance is re-established. Employees who receive a below standard evaluation shall be re-evaluated quarterly, however, employees shall not have their Senior Status reinstated until their next annual standard or above performance evaluation.
4. If an employee is placed on disciplinary probation, the senior level pay will be removed on the disciplinary probation effective date and only reinstated once an average or above performance evaluation is established at the end of disciplinary probation. Eligibility for reinstatement is determined by the department and submitted to Human Resources for wage increase implementation using the first day of the beginning of the next pay period following the Chief's or designee's approval date.
5. Employees must pass the adopted Physical Fitness Standard in the initial year of eligibility. From the onset of Senior Status, the member must pass the Physical Fitness Standard three (3) out of every five (5) years. There must be a minimum of 12 months between passed tests. The Physical Fitness Standard shall be offered quarterly and may be taken multiple times in a single year. The Physical Fitness Standard shall be administered by the Coeur d'Alene Fire Department Peer Fitness Trainers and will be Combat Challenge in nature and consisting of the following:
  - a. Hose Drag (100' 1 3/4") Drag charged hose 100'
  - b. Hose Bundle (50' 2 1/2") Carry hose to the third story of the Training Tower
  - c. Hose Raise (50' 2 1/2" Donut roll) Raise hose with rope to the third floor
  - d. Forcible Entry prop - Use plastic sledge hammer to move sled 36"
  - e. Dummy Drag - Drag Adult Dummy 100'

Full personal protective equipment will be worn throughout the test.

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

6. Employees must complete a yearly NFPA 1582 medical physical as described in Article 19, Section 11. All results are confidential and shall be retained by the employee.

**Elective Requirements:** Employees must complete and maintain 3 of the following requirements to receive Senior Status.

**Qualifying community service:**

- o Active member of a special team: Idaho Technical Rescue Team (ITRT), Wildland, Canine, SWAT Medic
- o 2 Call Backs per year
- o 250 logged training hours per year
- o Completion of job-related National Fire Academy class, on campus in Emmetsburg Maryland, in the past 2 years
- o Mobile Santa
- o MDA Fill the Boot, MDA Lock up, MDA Summer Camp
- o Canned Food drive
- o Any other Official Local 710 volunteer/community service activities
- o Public Service Announcements
- o Fire Prevention Week
- o BMX helmet safety day
- o Participation in Reading Programs - Library, Schools, etc.
- o Career Day Presentations
- o Community Service on Boards - School, NIC, Fire District Commissioner, Red and Blue Foundation, etc.
- o Big Brothers/Big Sisters or Youth Mentor program
- o Red and Blue Foundation Activities
- o Member in Service Club - Kiwanis, Rotary, Toastmasters, etc.
- o Roadside Clean up
- o CDAFD Honor Guard Activities
- o CDAFD Pipes and Drums
- o Stair Climb
- o Cadet program lead
- o EMT/ Paramedic class instructor
- o FF1/FF2 class instructor
- o Youth sports coach
- o Blood donation
- o Wine Women and Shoes
- o GALLERI test
- o Mental Health wellness exam
- o Peer fitness trainer
- o Peer Support member
- o Annual Peer Fitness exam
- o Filling 18 hours of event time
- o Salvation Army bell ringing
- o Scouting Leader
- o Member of Coeur d'Alene City Committee - CitiFit, Celebrations, etc.
- o Any other Volunteer Activities Approved by the Fire Chief or designees, for example Quartermaster, GIS, Pre-Plan, etc.
- o Other activities may be approved by the Fire Chief after consultation with the City Administrator on a case-by-case basis.

## **ARTICLE 25. Job Description**

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

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

## **ARTICLE 26. Residency**

There will be no residency requirement for any employee.

## **ARTICLE 27. Uniforms and Protective Equipment**

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

## **ARTICLE 28. Tuition Reimbursement**

The CITY agrees to reimburse employees, at the highest in-state undergraduate tuition rates for public education institutions in Idaho, one hundred percent (100%) with an "A" or "B" grade and eighty percent (80%) with a "C" grade of the cost of tuition and/or registration fees for any job-related courses taken on the employee's own volition. In order to qualify for tuition reimbursement, the course must be recommended by the Fire Chief and approved in advance by the Human Resources Director prior to the start of the course.

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

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

## **ARTICLE 29. Management Rights**

The rights of the CITY include, but are not limited to, the right to manage the affairs of the CITY and to direct its working forces, the right to set standards of service, the right to hire and determine the procedures and standards of selection for employment and promotion, the right to discipline or discharge for just cause, the right to lay-off for lack of work or funds, the right to make rules and regulations governing conduct, the right to subcontract work (when it is not feasible or economical for the CITY employees to perform such work), together with the right to determine the methods, processes and manner of performing work, except to the extent that these rights have been specifically abrogated by the terms of this Agreement. The CITY, in exercising these functions, will not discriminate against any employee because of his or her membership in the UNION.

## **ARTICLE 30. Savings Clause**

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

## **ARTICLE 31. Post-Employment Health Care**

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

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

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

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

### **ARTICLE 32. Binding Arbitration**

The CITY and the UNION agree that after submitting an issue to a fact-finding commission pursuant to Idaho Code § 44-1805 in regard to wages, rates of pay, working conditions, and all other terms and conditions of employment, the written recommendation of the fact-finding commission shall be binding.

### **ARTICLE 33. Deferred Compensation**

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

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

### **ARTICLE 34. Urban Renewal District Opener**

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

### **ARTICLE 35. Military Leave**

Employees who serve in the National Guard or other Reserve component of the Armed Forces of the United States to fulfill military obligations may request military leave while participating in required military duties and field training under the following conditions:

1. The field training must be required by the Reserve or Guard component that the employee is a member of and the employee must provide a copy of their official Orders or military obligations to the Fire Department and Human Resources as far in advance as possible. Official Orders shall be kept in the employee's official personnel file.
2. An Employee must have completed at least twelve (12) months continuous employment with the CITY prior to being eligible for such leave.
3. An Employee will not be eligible for compensation if the training is on off-duty days or is voluntary.
4. The paid benefit is limited to a total of one hundred (100) hours for forty (40) hour employees and two hundred forty (240) hours for fifty-six (56) hour employees (pro-rated if less than full-time) of straight time for base wages per calendar year



subject to review and approval from the Fire Chief and the Human Resources Director. The paid benefit will not affect vacation or sick leave and hours will not count towards FLSA pay as hours worked.

5. The paid benefit applies only to the employee's contractual days of obligation per military Orders and does not apply to travel time unless approved in advance by the Fire Chief or designee.

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

**ARTICLE 36. Survivor's Benefit**

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

DATED this 3<sup>rd</sup> day of September, 2024.

\_\_\_\_\_  
Woody McEvers, Mayor

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

ATTEST:

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

\_\_\_\_\_  
Max McCormick, Secretary, Local 710

City of Coeur d'Alene  
Fire Compensation Schedule  
Appendix A

<i><b>Battalion Chief</b></i>	<b>Minimum</b>	<b>Maximum</b>	<b>Maximum with Senior Pay</b>
FY 2024-2025	\$27.50	\$40.27	\$42.29
FY 2025-2026	\$28.46	\$41.68	\$43.77
FY 2026-2027	\$29.46	\$43.14	\$45.30
FY 2027-2028	\$30.49	\$44.65	\$46.89
<i><b>Captain</b></i>	<b>Minimum</b>	<b>Maximum</b>	<b>Maximum with Senior Pay</b>
FY 2024-2025	\$25.04	\$36.67	\$38.50
FY 2025-2026	\$25.91	\$37.95	\$39.85
FY 2026-2027	\$26.82	\$39.28	\$41.24
FY 2027-2028	\$27.76	\$40.66	\$42.69
<i><b>Engineer</b></i>	<b>Minimum</b>	<b>Maximum</b>	<b>Maximum with Senior Pay</b>
FY 2024-2025	\$22.81	\$33.41	\$35.08
FY 2025-2026	\$23.61	\$34.58	\$36.30
FY 2026-2027	\$24.44	\$35.79	\$37.57
FY 2027-2028	\$25.29	\$37.04	\$38.89
<i><b>Firefighter</b></i>	<b>Minimum</b>	<b>Maximum</b>	<b>Maximum with Senior Pay</b>
FY 2024-2025	\$20.79	\$30.46	\$31.99
FY 2025-2026	\$21.52	\$31.53	\$33.11
FY 2026-2027	\$22.27	\$32.63	\$34.27
FY 2027-2028	\$23.05	\$33.77	\$35.47
<i><b>Deputy Fire Marshall</b></i>	<b>Minimum</b>	<b>Maximum</b>	<b>Maximum with Senior Pay</b>
FY 2024-2025	\$34.81	\$50.96	\$53.51
FY 2025-2026	\$36.03	\$52.75	\$55.38
FY 2026-2027	\$37.29	\$54.59	\$57.32
FY 2027-2028	\$38.59	\$56.50	\$59.33
<i><b>EMS Officer</b></i>	<b>Minimum</b>	<b>Maximum</b>	<b>Maximum with Senior Pay</b>
FY 2024-2025	\$35.06	\$51.34	\$53.90
FY 2025-2026	\$36.28	\$53.13	\$55.79
FY 2026-2027	\$37.55	\$54.99	\$57.74
FY 2027-2028	\$38.87	\$56.92	\$59.76

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

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

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

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

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

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

## Appendix C

### **Fire Battalion Chief**

#### **CLASSIFICATION SUMMARY**

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

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

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

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

#### **SECONDARY DUTIES AND RESPONSIBILITIES:**

- May perform the duties of other Chief Officers as needed;
- Resolution No. 18-050 Page 32 of 46

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

**CLASSIFICATION REQUIREMENTS:**

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

**Knowledge of:**

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

**Skill and Ability to:**

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

**ACCEPTABLE EXPERIENCE AND TRAINING:**

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

**PHYSICAL DEMANDS & WORK ENVIRONMENT:**

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

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

## Fire Captain

### CLASSIFICATION SUMMARY

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

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

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

### SECONDARY DUTIES AND RESPONSIBILITIES:

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

### **CLASSIFICATION REQUIREMENTS:**

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

#### **Knowledge of:**

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

#### **Skill and Ability to:**

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

### **ACCEPTABLE EXPERIENCE AND TRAINING:**

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



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

**PHYSICAL DEMANDS & WORK ENVIRONMENT:**

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

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

## Fire Engineer

### CLASSIFICATION SUMMARY

The Fire Engineer is responsible for the safe and efficient transport of personnel and equipment to and from emergency scenes and for the efficient delivery of water through hoses for the purposes of firefighting. The Fire Engineer drives and operates fire vehicles, provides first response emergency medical care to sick and injured persons, maintains apparatus and equipment in a state of readiness for emergency response and performs all the duties and responsibilities of a Firefighter to protect the public in emergency situations and respond to fires, accidents, medical emergencies, chemical spills, flooding, water rescue and other incidents where risks are posed to life and property. This job entails specialized work in operating and maintaining a variety of automotive and other firefighting equipment, including pumpers, ladder truck, fireboat and self-contained breathing apparatus in response to fire alarms and other emergency scenes. The position includes promoting fire safety, inspecting and enforcing safety standards, working with police and ambulance service personnel, undertaking physical and academic training, and maintaining vehicles, equipment, hydrants, water supplies and general living/working quarters. The position works under the direct supervision of a Fire Captain, but some leeway is granted for the exercise of independent judgment and initiative. The job requires basic education with a high school diploma or GED, a valid Driver's License, an EMT Certification, American Heart Association CPR card and at least thirty-six (36) current consecutive months working for the City of Coeur d'Alene Fire Department. Work is conducted on an assigned shift and Fire Engineers are subject to call-out in emergency situations. The principal duties of this class are performed in a work environment that includes indoor/outdoor exposure, hazardous conditions and atmosphere, physically strenuous activity, operation of heavy equipment and potential personal danger.

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

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

### SECONDARY DUTIES AND RESPONSIBILITIES:

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

### **CLASSIFICATION REQUIREMENTS:**

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

#### **Knowledge of:**

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

#### **Skill and Ability to:**

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

### **ACCEPTABLE EXPERIENCE AND TRAINING:**

- High School Diploma or GED; and
- Maintain a valid Driver's License; and
- Certification as an EMT; and

- Obtain and maintain an American Heart Association Health Care Provider CPR Card and a Wildland Red Card; and
- At least thirty-six (36) current consecutive months for the City of Coeur d'Alene Fire Department; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

**PHYSICAL DEMANDS & WORK ENVIRONMENT:**

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

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

## Firefighter

### **CLASSIFICATION SUMMARY**

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

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

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

### **SECONDARY DUTIES AND RESPONSIBILITIES:**

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

### **CLASSIFICATION REQUIREMENTS:**

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

**Knowledge of:**

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

**Skill and Ability to:**

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

**ACCEPTABLE EXPERIENCE AND TRAINING:**

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

**PHYSICAL DEMANDS & WORK ENVIRONMENT:**

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

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

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

## Deputy Fire Marshal

### **CLASSIFICATION SUMMARY**

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

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

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



- Assists other department and City employees as needed or requested.
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

**SECONDARY DUTIES AND RESPONSIBILITIES:**

- Performs other duties as assigned.

**CLASSIFICATION REQUIREMENTS:**

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

**Knowledge of:**

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

**Skill and Ability to:**

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

**ACCEPTABLE EXPERIENCE AND TRAINING:**

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

- Five (5) years' experience in firefighting, fire prevention, fire investigations and fire inspection; and
- Obtain and maintain an American Heart Association Health Care Provider CPR Card; and
- Obtain an IAAI-CFI Certification within a reasonable time through experience, education and training; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

**PHYSICAL DEMANDS & WORK ENVIRONMENT:**

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

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

## EMS Officer

### **CLASSIFICATION SUMMARY**

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

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

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

### **SECONDARY DUTIES AND RESPONSIBILITIES:**

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

### **CLASSIFICATION REQUIREMENTS:**

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

#### **Knowledge of:**

- Theories and practices of programs of the assigned division;
- Common fire and chemical hazards and related safety precautions;
- Current firefighting tactics and strategies;
- Public sector budget administration;
- Public relations and conflict management techniques;
- Emergency operations command procedures;

- The geography of the City of Coeur d'Alene including the streets system, hydrant locations, layout and location of public utilities and potentially hazardous materials or substances;
- Effective teaching and communication techniques for large and small groups;
- Emergency response records systems, communications equipment and use, fire computer applications and incident reporting procedures;
- Comprehensive use of the English language for report writing and training sessions.

**Skill and Ability to:**

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

**ACCEPTABLE EXPERIENCE AND TRAINING:**

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

**PHYSICAL DEMANDS & WORK ENVIRONMENT:**

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

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** September 3, 2024  
**FROM:** Randy Adams, City Attorney  
**SUBJECT:** Ordinance Amendments – Domestic Fowl

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**DECISION POINT:** Should the City Council adopt amendments to Municipal Code §§ 6.15.010 and 6.15.120 to allow possession of domestic fowl in the City limits, subject to certain defined restrictions?

**HISTORY:** Municipal Code § 6.15.010 currently allows residents of Coeur d’Alene to keep chickens, excluding roosters, in any number. However, other domestic fowl, defined to include “turkeys, ducks, geese, and pigeons and other similar fowl” (M.C. § 6.05.030), are prohibited in the City. In addition, persons living on properties zoned R-1 may keep up to two domestic livestock, defined as “cattle, domesticated elk, bison, sheep, swine, goats, llamas, rabbits, horses, mules, or other equines,” but not domestic fowl except for chickens. A request was made at the Council meeting on July 16 to amend City Code to allow a resident to keep ducks. The Mayor, at the request of Council, directed staff to prepare amendments to relevant Code sections to allow people to keep ducks in the City limits.

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

**PERFORMANCE ANALYSIS:** Staff reviewed the history of the City’s approach to domestic fowl. Prior to 2010, residents could keep up to three (3) domestic fowl, excluding roosters, unless they lived on property zoned R-1 where there was no limit. Thus, residents could keep up to three chickens, ducks, turkeys, geese, or similar fowl. In 2010, the Code was changed to allow residents in any zone to keep chickens, excluding roosters, without a limit on the number, as well as domestic livestock, but no other kinds of fowl. In 2011, the Code was again changed to prohibit the keeping of domestic livestock on any property not zoned R-1. Staff also reviewed the current ordinances of several Idaho cities, including Post Falls, Rathdrum, Bonners Ferry, Moscow, Lewiston, Boise, and Meridian, among others. Many of these cities allow the keeping of ducks with various limitations. Many of the cities also restrict the number of chickens (most, but not all, prohibit roosters entirely) and other domestic fowl that may be kept. Staff recommends a middle ground, allowing up to twelve (12) chickens and four (4) other domestic fowl, excluding turkeys, geese, peafowl, pigeons, quail, pheasants, and guineafowl; and on properties zoned R-1, up to twenty-four (24) chickens and twelve (12) other domestic fowl per full acre. Other clarifications are suggested to the City’s animal ordinances, including specifically requiring compliance with the City’s noise ordinance, prohibiting the slaughter of domestic livestock and fowl outside of a building, and requiring enclosures with minimum setbacks from property lines and other residential dwellings. These regulations are intended to protect the rights of residents to keep domestic fowl and the rights of neighbors to enjoy their properties.

**DECISION POINT/RECOMMENDATION:** Council approve and adopt amendments to Municipal Code §§ 6.15.010 and 6.15.120 as proposed by Staff or with modifications.

# DOMESTIC FOWL

REGULATING FOWL WITHOUT COMMITTING A FOUL



Anatidaephobia is the fear that somewhere, somehow, a duck is watching you.



Gary Larson

## **FOWL HISTORY IN CDA**

- **PRIOR TO 2010, DOMESTIC FOWL (EXCEPT ROOSTERS) WERE ALLOWED ON PROPERTY ZONED R-1 WITHOUT NUMERICAL LIMIT; ON ALL OTHER PROPERTY, A MAXIMUM OF 3 DOMESTIC FOWL OF ANY KIND**
- **IN 2010, CHICKENS, BUT NOT ROOSTERS, MAY BE KEPT ON ANY PROPERTY, WITHOUT LIMIT; NO OTHER DOMESTIC FOWL ALLOWED**
- **THE TERM "DOMESTIC FOWL" INCLUDES, BUT IS NOT LIMITED TO: CHICKENS, TURKEYS, DUCKS, GEESE, AND PIGEONS, AND OTHER FINE FEATHERED FRIENDS.**

## **CURRENT CDA LAW**

- **UNLIMITED CHICKENS**
- **NO ROOSTERS**
- **NO DUCKS**
- **NO OTHER DOMESTIC FOWL**

## **OTHER PLACES**

## **BOISE**

- **UP TO 6 CHICKENS OR 4 DUCKS AS “PETS”**
- **UP TO 24 CHICKENS OR DUCKS PER ACRE AS “NOT PETS”**



## **BONNERS FERRY**

- **UP TO 12 CHICKENS, BUT NO ROOSTERS**
- **NO DUCKS**

## **CALDWELL**

- **UP TO 12 CHICKENS AS “PETS”**
- **UP TO 2 DUCKS AS “PETS”**
- **UP TO 30 CHICKENS OR 12 DUCKS PER ACRE FOR COMMERCIAL USE**

# HAILEY

- **UP TO 8 CHICKENS – STILL NO ROOSTERS**
- **NO OTHER FOWL, BUT BEES ALLOWED**

# MERIDIAN

- **NO RESTRICTION ON ANY POULTRY OR DOMESTICATED FOWL**



## **MOSCOW (IDAHO, NOT RUSSIA)**

- **NO DIFFERENCE BETWEEN CHICKENS, DUCKS, OR GEESE**
- **MAXIMUM OF 6 FOWL ON A LOT WITH A MINIMUM OF 5,000 SQUARE FEET, AND 1 FOR EACH ADDITIONAL 1,200 SQUARE TO A MAXIMUM OF 12**
- **BUT NO PEAFAWL, GUINEA FOWL, OSTRICHES, OR EMUS**



## **POST FALLS**

- **UP TO 10 CHICKENS (AGAIN, NO ROOSTERS)**
- **UP TO 10 DUCKS ON PROPERTIES OF MINIMUM 1 ACRE IN SIZE AND 10 FOR EACH ADDITIONAL ACRE**

## **RATHDRUM**

- **1 GOOSE OR TURKEY PER ACRE, 1 ACRE MINIMUM**
- **CHICKENS (NO ROOSTERS), DUCKS, AND QUAIL – 10 POINTS MAXIMUM WITH DUCKS WORTH 2 POINTS, CHICKENS 1 POINT, AND QUAIL ¼ POINT**
- **WHY DOESN'T ANYONE LIKE ROOSTERS?**

i MAY LOOK CALM.



BUT IN MY HEAD I'VE  
PECKED YOU 3 TIMES...

## **PROPOSED AMENDMENTS TO CDA CODE**

- **LIMIT CHICKENS TO 12 – BUT STILL NO ROOSTERS**
- **ALLOW OTHER DOMESTIC FOWL (EXCEPT TURKEYS, GEESE, PEA FOWL, PIGEONS, QUAIL, PHEASANTS, AND GUINEAFOWL) UP TO 4**
- **ON PROPERTY ZONED R-1, UP TO 24 CHICKENS AND 12 OTHER DOMESTIC FOWL PER FULL ACRE**
- **PROHIBIT ON-SITE SLAUGHTER OF DOMESTIC LIVESTOCK AND FOWL**
- **REQUIRE ENCLOSURES FOR ALL DOMESTIC FOWL WHICH MUST BE KEPT CLEAN AND SANITARY (THE ENCLOSURES, NOT THE BIRDS)**
- **ENCLOSURES MUST BE AT LEAST 25 FEET FROM ANYONE ELSE'S RESIDENTIAL DWELLING, AND MEET ZONING SETBACKS; ONLY ALLOWED IN SIDE OR REAR YARDS**

**QUESTIONS? MODIFICATIONS?**



AND SO IT BEGINS...

imgflip.com

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 24-1011

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTIONS 6.15.010 ENTITLED “DOMESTIC LIVESTOCK AND FOWL” AND 6.15.120 ENTITLED “CARE AND QUARTERING OF ANIMALS” OF THE COEUR D’ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d’Alene that said amendment be adopted;

NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d’Alene:

**SECTION 1.** *That section 6.15.010 of the Coeur d’Alene Municipal Code be amended as follows:*

**6.15.010: DOMESTIC LIVESTOCK AND FOWL ~~PROHIBITED~~:**

- A. It shall be unlawful for any person to own, ~~keep~~harbor, or ~~maintain~~possess any domestic livestock or fowl within the limits of Coeur d’Alene, except:
1. Any person may possess chickens, excluding roosters, ~~but not to exceed twelve (12) in number, if the chickens are kept in a secure yard, building or other enclosure at all times;~~
  2. ~~Any person may possess other domestic fowl, except turkeys, geese, peafowl, pigeons, quail, pheasants, and guineafowl, but not to exceed four (4) in number;~~
  3. ~~Domestic fowl under twelve (12) weeks from hatch are not included in the limits of this section;~~
  24. Any person living on property zoned R-1 may possess up to two (2) domestic livestock, ~~and up to twenty-four (24) chickens and up to twelve (12) other domestic fowl per full acre;~~ or
  35. Any offspring of permitted domestic livestock may be kept until weaned.
- B. ~~The owners of A~~any domestic livestock or fowl ~~that are kept~~ in compliance with zoning/animal control ordinances within the ~~e~~City limits must ~~still~~ comply with all applicable ordinances regarding removal of waste and carcasses, animals disturbing the neighborhood, foul odors, noise, and all other nuisance and zoning performance standards contained in the ~~e~~is Municipal eCode.

C. Outside slaughtering of domestic livestock and fowl is prohibited.

CD. It is unlawful for the owner or person in care of domestic livestock or fowl to permit such animals to trespass upon the property of another or ~~be in~~ a public place, except:

1. Horses or other equines may be ridden on approved equestrian trails;
2. Horses or other equines may be ridden or pull wagons in parades upon public streets if approved through the parade permitting process; or
3. Horses or other equines may be used to pull wagons conveying passengers upon public streets if approved by resolution of the city council.

DE. Nothing contained herein prevents the city or other public agency from temporarily housing goats on public property for weed control purposes provided that the goats are kept in a secure enclosure.

**SECTION 2.** *That section 6.15.120 of the Coeur d'Alene Municipal Code be amended as follows:*

**6.15.120: CARE AND QUARTERING OF ANIMALS:**

A. All animals shall be supplied with sufficient ~~nutritious~~-food and clean water as often as the feeding habits of the respective animals require, but not less than two (2) times every twenty~~-~~four (24) hours in the case of juveniles and once every twenty~~-~~four (24) hours for adults.

B. Adequate shelter from the weather shall be provided for each animal.

C. All animals and animal enclosures shall be maintained in a clean, and sanitary condition, and in a state of good repair to protect the animals from injury and to minimize vermin infestation, odors, and disease.

D. Domestic fowl must be housed in a run, coop, hutch, or similar enclosure which is located at least twenty-five feet (25') from any residential dwelling other than the owner's, and which meets the minimum setback for dwelling units in the zoning district in which it is located. The enclosure shall be located on the side or behind the dwelling unit and will not be permitted in the front yard. The enclosure shall not be attached to a fence shared with a neighboring property.

**SECTION 3.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of



this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

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

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on September 3, 2024.*

APPROVED, ADOPTED and SIGNED this 3<sup>rd</sup> day of September, 2024.

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Woody McEvers, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Sections 6.15.010 and 6.15.120 of the Coeur d'Alene Municipal Code,

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTIONS 6.15.010 ENTITLED "DOMESTIC LIVESTOCK AND FOWL" AND 6.15.120 ENTITLED "CARE AND QUARTERING OF ANIMALS" OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Renata McLeod, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending sections 6.15.010 and 6.15.120 of the Coeur d'Alene Municipal Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 3<sup>rd</sup> day of September, 2024.

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Randall R. Adams, City Attorney

# PUBLIC HEARINGS

## **CITY COUNCIL STAFF REPORT**

**DATE:**       **SEPTEMBER 3, 2024**

**FROM:**       **Katie Ebner, FINANCE DIRECTOR/TREASURER**

**SUBJECT:**   **FISCAL YEAR 2024-25 FINANCIAL PLAN**

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**DECISION POINT:** To approve Council Bill No 24-1012, the Annual Appropriation for the fiscal year beginning October 1, 2024 in the amount of \$139,277,240.

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

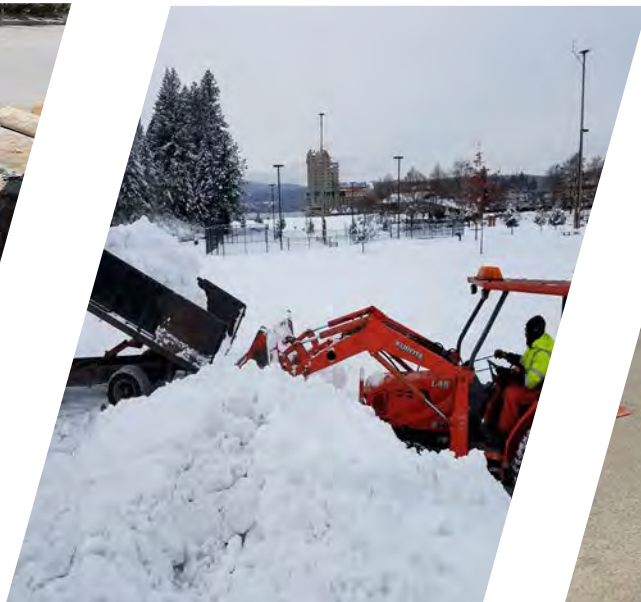
**FINANCIAL ANALYSIS:** The financial plan is an estimate of revenues and expenditures for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget document as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenue includes new growth and annexations from property taxes in the amount of \$188,043 and a 3% increase to the property taxes received by the City in fiscal year 2023-24 in the amount of \$797,851. This increase of \$ \$985,894 will be spread across the entire valuation of the City which is currently estimated at \$11,435,013,284. The budget also reflects capturing 1% of forgone taxes in the total of \$275,809 to be allocated to afford prior year contractual wage agreements with public safety staff. Most homeowners will see a very small decrease in taxes paid to the City and commercial properties will see an increase due to the large increases in taxable valuations for commercial properties and the slight decrease in residential property valuations. At this time there are funds committed by legislation to lower property taxes, however it is unknown how this will affect City taxpayers at this time. The tax cuts will sustain some of the tax relief taxpayers experienced in prior year.

**DECISION POINT:** Approve Council Bill No 24-1012, the Annual Appropriation for the fiscal year beginning October 1, 2023 in the amount of \$139,277,240.



# City of Coeur d'Alene 2024-2025 Budget Hearing

October 1, 2024 – September 30, 2025



PRESENTATION  
FOCUS

Revenues

- General fund revenue sources
- Property tax discussion
  - Growth & property taxes
  - Property tax impacts

Expenditures

- Expenditure summary

Moving  
toward a  
balanced  
budget

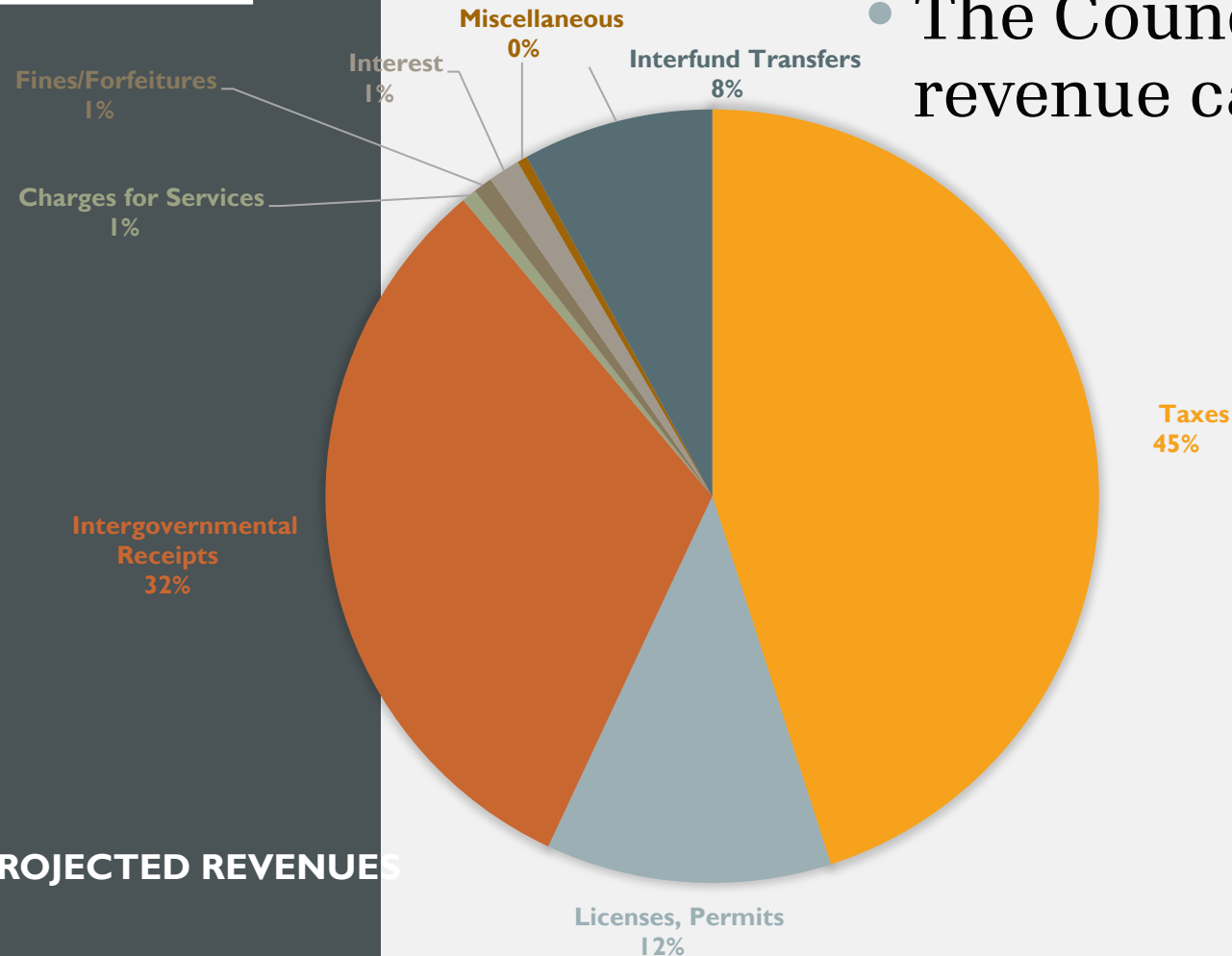
- Recommendations for budget
- Ongoing deficit

# OPERATIONAL REVENUE OVERVIEW



# GENERAL FUND REVENUE OVERVIEW

- Property Taxes are central to our budget preparation process.
  - They account for 45% of our operational revenue.
  - The Council decides if this revenue can be increased.



FY25 PROJECTED REVENUES

PROPERTY  
TAX  
OVERVIEW

General Fund Revenue Comparison FY24 to Proposed FY25

	FY 25 Projected	FY24 Adopted	Difference	% Change
<b>Taxes</b>	\$ 25,716,295	\$ 24,629,593	\$ 1,086,702	4%
<b>Licenses, Permits</b>	\$ 6,744,300	\$ 6,629,300	\$ 115,000	2%
<b>Intergovernmental Receipts</b>	\$ 18,028,435	\$ 17,240,988	\$ 787,447	5%
<b>Charges for Services</b>	\$ 346,100	\$ 304,100	\$ 42,000	14%
<b>Fines/Forfeitures</b>	\$ 452,700	\$ 460,000	\$ (7,300)	-2%
<b>Interest</b>	\$ 750,000	\$ 428,283	\$ 321,717	75%
<b>Miscellaneous</b>	\$ 237,800	\$ 230,122	\$ 7,678	3%
<b>Interfund Transfers</b>	\$ 4,505,127	\$ 3,545,599	\$ 959,528	27%
<b>Total General Fund Revenues</b>	<b>\$ 56,780,757</b>	<b>\$ 53,467,985</b>	<b>\$ 3,312,772</b>	<b>6.2%</b>

# GROWTH AND OUR TAXES



## GROWTH AND OUR TAXES

- Tax revenues from new construction and annexations have decreased by over 70% since 2016, primarily due to state legislative changes and rising assessed property values in the city.:
  - New growth tax revenue is capped based on a preliminary levy rate:
    - As assessed values increase, the levy rate decreases. This reduces the funding to be captured from new construction each year, & compounds over several years.
  - Additionally, the City is limited to taxing only 90% of the new construction value, further constraining revenue growth.

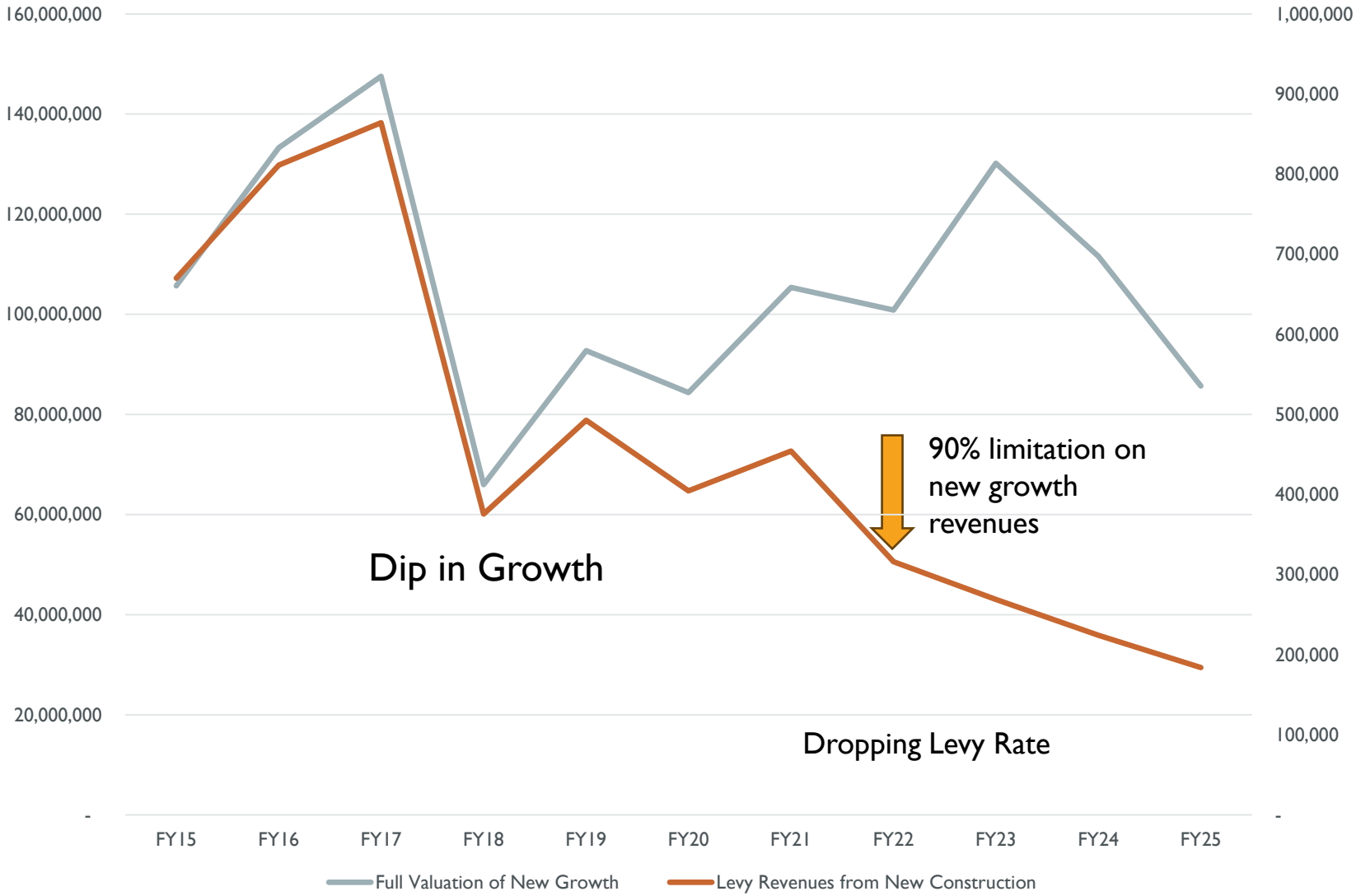
# GROWTH AND OUR TAXES

Fiscal Year	Full Valuation of New Growth	Levy Revenues from New
FY25	85,707,509	183,967
FY24	111,581,095	224,239
FY23	130,196,084	268,938
FY22	100,863,775	315,940
FY21	105,364,167	454,273
FY20	84,352,496	404,623
FY19	92,750,113	492,918
FY18	65,978,911	375,550
FY17	147,545,282	864,244
FY16	133,254,774	811,244

- The way the formula works, our ability for growth to pay for growth, as it previously did, is limited.



## New Growth Property Values & Revenues from New Growth



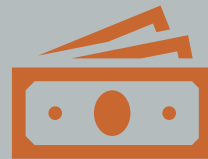
# GROWTH DETAILS FOR 2024-2025 LEVY



\$85M in new construction



Based on the new construction, the property tax formula adds \$184,000 in revenue to support this growth.



The city must serve this growth

- Streets,
- Public Safety,
- Cost to recruit in changing economy,
- and many more...



# GROWTH AND OUR TAXES

## **Revenue Loss from Limits:**

- The changes in the levy rate and the 90% limitation imposed by the legislature caused the City to miss the opportunity to capture \$1.7 million in revenue from new growth that would have been available.
- This lost revenue continues to grow each year, if these limitations remain in place.

## **Impact on City Budget:**

- In the past, the city could cover rising costs using revenue from new growth. However, with this revenue now unavailable, the city must rely on levy increases approved by the City Council. Previously, these increases weren't necessary due to the new growth revenue.

## **Proposed Solution:**

- Because the growth revenue is no longer accessible, city staff recommend a 3% increase in the levy, including the recapture of 1% of previously forgone taxes.



PROPERTY TAX COMPARISONS  
WITH PROPOSED 4%  
INCREASE



PROPERTY  
TAX  
SCENARIOS

- **When the City approves a percentage tax increase, it does not calculate to that percentage increase in a resident's tax charge.**
- Property taxes are based on individual taxpayer's valuations, and growth in the market.
- New construction keeps taxes relatively flat, even if the city council approves a tax increase.

Type of Property	Value	2023 Annual Taxes	2024 Projected Taxes with 4% Budget Increase	Annual Difference	Monthly Difference
Residential Property	393,240	915	914	0.8	\$ 0.06 Per Month Savings
Residential Property 2	1,020,336	2,260	2,371	(111.6)	\$ (9.30) Per Month Cost
Residential Property 3	353,358	850	821	29.1	\$ 2.42 Per Month Savings
Rental Property	961,425	2,128	2,234	(106.1)	\$ (8.85) Per Month Cost

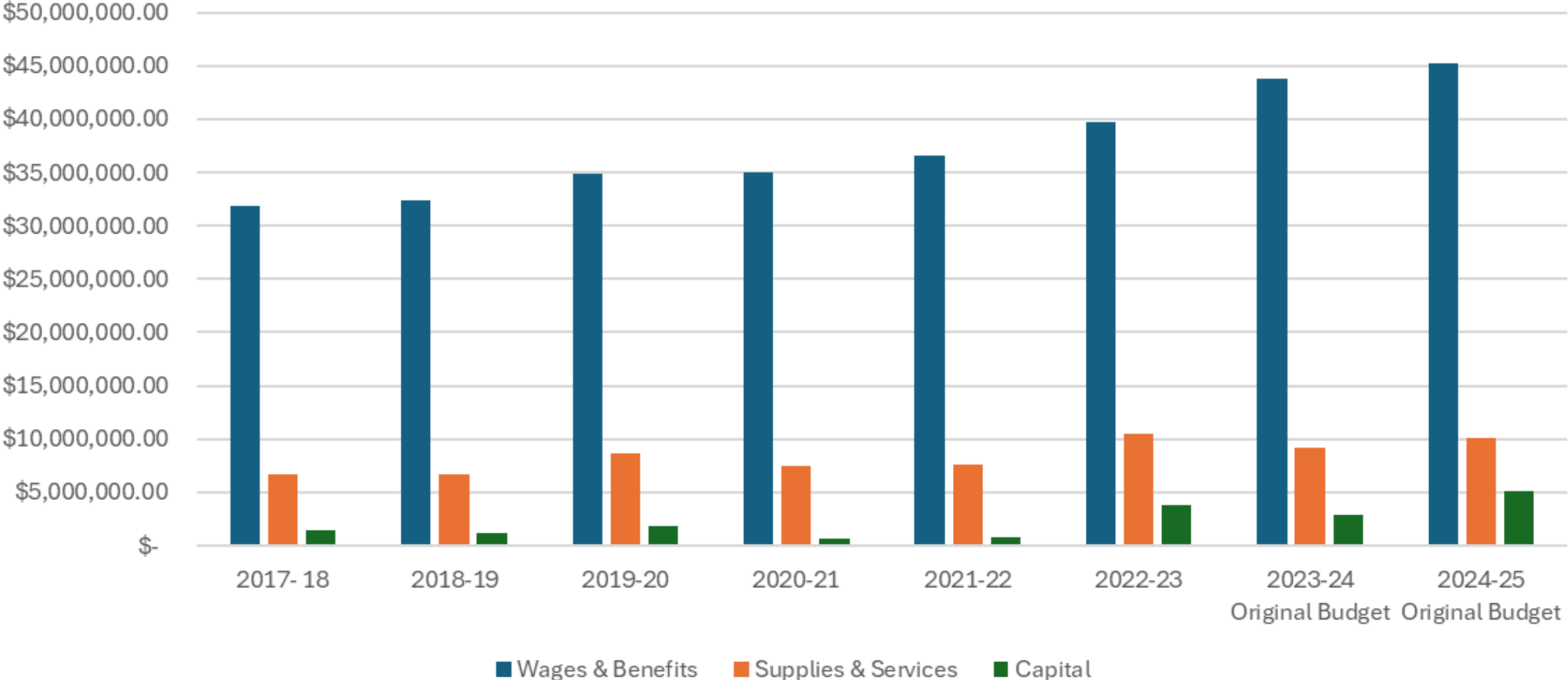
PROPERTY TAX COMPARISONS - PRIOR YEAR CITY TAX CHARGES COMPARED TO 2024 TAX CHARGE PROJECTIONS

Type of Property	Value	2023 Annual Taxes	2024 Projected Taxes with 4% Budget Increase	Annual Difference
Commercial Property 1	1,862,436	4,122	4,328	(206.4) Annual Cost
Commercial Property 2	2,220,709	4,909	5,161	(251.2) Annual Cost
Commercial Property 3	21,447,059	47,352	49,839	(2,486.9) Annual Cost

PROPERTY TAX COMPARISONS - PRIOR YEAR CITY TAX CHARGES COMPARED TO 2024 TAX CHARGE PROJECTIONS

# EXPENDITURE SUMMARY

# General Fund Expenditures 8 Year Comparison by Expenditure Type



Original Budget Original Budget



OVERVIEW OF  
EXPENDITURE  
CHANGES

- 3% increase overall in salaries and benefit expenditures
  - Fire Department employees will receive a 3.5% negotiated cost of living increase
  - Police Department employees will receive a 2.5% negotiated cost of living increase
  - Lake City Employees Association employees will receive a 3% negotiated cost of living increase
  - All other staff will receive a 3% cost of living increase
  - 3% increase to the cost of health benefits.



OVERVIEW OF  
EXPENDITURE  
CHANGES

- FTE changes:
  - 3 new FTE in Police force (paid by grants)
  - 1 FTE in Municipal Services (paid from utility transfers into general fund)





OVERVIEW OF  
EXPENDITURE  
CHANGES

- \$3.1 million increase in non-personnel costs in the general fund.
  - Mainly due to an addition to the Police Department building (funded by Federal ARPA funds)

# RECOMMENDATIONS



ADMINISTRATION  
RECOMMENDED  
CHANGES FROM  
PRELIMINARY  
BUDGET

## **Rationale for recommendations:**

- During periods of deficit spending, it is not advisable for the City to increase staffing, except under the following conditions:
  - Reorganization (where costs are reallocated to create new positions)
  - Positions are grant-funded or otherwise funded by outside sources.



ADMINISTRATION  
RECOMMENDED  
CHANGES FROM  
PRELIMINARY  
BUDGET

- Suggested change to revenues:
  - Take an additional 1% of foregone taxes to recover some of funds lost with the drop in new construction and annexation revenues.
- Suggested cuts from Preliminary Budget:
  - Cut IT Coordinator Request from PD
  - Cut “Sign-on Bonus” Line Item for PD
    - Honor bonus payments already promised
- These changes are in the presented figures, to calculate to the \$2M on-going deficit

ONGOING DEFICIT

## Revenues

### General Fund Revenues

FY25 Projected Revenues		\$ 56,780,758
Less: Onetime Revenues		
ARPA Funds - Police Expansion	(2,798,978)	
Impact Fees - Police Expansion	<u>(478,000)</u>	(3,276,978)

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**Total Ongoing Revenues** **\$ 53,503,780**

## Expenditures

### General Fund Expenditures

FY25 Proposed Expenditures		\$ 60,731,073
Less: Onetime Expenditures		
Police expansion	(4,440,978)	
Opioid expenditures funded from FY24	(248,628)	
Streets overlay Project	<u>(500,000)</u>	(5,189,606)

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**Total Ongoing Expenditures** **\$ 55,541,467**

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**Ongoing deficit in general fund** **\$ (2,037,687)**

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Assumptions for this calculation:

Revenues include a 4% property tax increase.

Expenditures reflect administration recommended cuts from the Preliminary Budget.



FUND  
BALANCE  
AS  
REVENUE

The FY25 budget includes \$2M in fund balance to supplement revenues & afford on-going operations.

To sustain a healthy financial outlook, fund balance should be considered onetime money for onetime uses.

COUNCIL  
Q&A / DISCUSSION





ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 24-1012

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024" APPROPRIATING THE SUM OF \$139,277,240 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That the sum of \$139,277,240 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, 2024.

Section 2

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

	<b>FY 2024-25 PROPOSED</b>
<b>GENERAL FUND EXPENDITURES:</b>	
Mayor and Council	\$288,967
Administration	252,276
Finance Department	1,774,867
Municipal Services	2,890,358
Human Resources	487,244
Legal Department	1,398,512
Planning Department	820,717
Building Maintenance	764,779
Police Department	25,688,389
Police Department Grants	247,275
Fire Department	14,490,604
General Government	38,800
Streets/Garage	6,679,213
Parks Department	3,035,131
Recreation Department	785,636
Building Inspection	1,088,306
<b>TOTAL GENERAL FUND EXPENDITURES:</b>	<u>\$60,731,074</u>

<b>SPECIAL REVENUE FUND EXPENDITURES:</b>	
Library Fund	\$2,109,366
Community Development Block Grant	359,060
Impact Fee Fund	1,093,000
Parks Capital Improvements	751,100
Annexation Fee Fund	580,000
Cemetery Fund	358,098
Cemetery Perpetual Care Fund	19,500
Jewett House	31,120
Reforestation/Street Trees/Community Canopy	134,500
Public Art Funds	244,500
<b>TOTAL SPECIAL FUNDS:</b>	<u>\$5,680,244</u>
<b>ENTERPRISE FUND EXPENDITURES:</b>	
Street Lighting Fund	\$801,000
Water Fund	13,187,728
Wastewater Fund	29,661,316
Water Cap Fee Fund	2,260,000
WWTP Cap Fees Fund	7,143,549
Sanitation Fund	5,469,062
City Parking Fund	1,788,091
Drainage	2,074,668
<b>TOTAL ENTERPRISE EXPENDITURES:</b>	<u>\$62,385,414</u>
FIDUCIARY FUNDS:	\$3,737,200
STREET CAPITAL PROJECTS FUNDS:	5,866,000
DEBT SERVICE FUNDS:	877,308
<b>GRAND TOTAL OF ALL EXPENDITURES:</b>	<u><u>\$139,277,240</u></u>

Section 3

That a General Levy of \$ 25,723,157 on all taxable property within the City of Coeur 'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2024.

Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$ 3,017,742 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2024.

Section 5

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

Section 6

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

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on September 3, 2024.*

APPROVED by this Mayor this 3<sup>rd</sup> day of September, 2024.

\_\_\_\_\_  
Woody McEvers, Mayor

ATTEST:

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** SEPTEMBER 3, 2024  
**FROM:** HILARY PATTERSON, COMMUNITY PLANNING DIRECTOR,  
RANDY ADAMS, CITY ATTORNEY, AND SEAN E. HOLM, SENIOR  
PLANNER  
**SUBJECT:** O-2-24 UNIVERSITY DISTRICT – CREATION OF A NEW ZONING  
DISTRICT AND REZONING SPECIFIED PROPERTIES (ZONE  
CHANGE, TEXT AND MAP)

=====

**DECISION POINT:** Should the City Council adopt a new Article XVII of Chapter 17.05 of the Municipal Code, creating a new zoning district called the University (U) District for land located in and near the North Idaho College campus, and rezone specified properties to U?

**HISTORY:** At its January 16, 2024, meeting, Council requested that Staff investigate the need to update the Comprehensive Plan (the “Plan”) to allow the City to create a new zoning district and to rezone North Idaho College’s campus with the intent to ensure that the future use of the property would be for public higher education and supporting uses only. Following Council direction, the City Attorney, Senior Planner, and Community Planning Director drafted a proposed Code amendment creating the new zoning district, the University (U) District, after reviewing ordinances from Moscow, Idaho Falls, and Boise, and other communities that have specific zoning districts for their higher education campuses. Staff was asked to involve representatives of the Fort Grounds neighborhood to review the draft ordinance and make comments. Kevin Jester of the Fort Grounds neighborhood has reviewed the draft ordinance, and stated he supports the allowed uses and performance standards proposed for the U District.

The Planning and Zoning Commission (the “Commission”) held a public hearing on August 13, 2024, and made the following Findings and Recommendation to the City Council (see Attachment 1):

*The Planning and Zoning Commission, pursuant to the foregoing Findings of Fact and Conclusions of Law, recommends that the City Council adopt the Zoning Code amendment with the amendment to exclude all properties along North Military Drive north of West River Avenue and the two privately-owned properties on the west side of Hubbard Avenue addressed 802 W. River Avenue and 415 N. Hubbard Avenue.*

*The Planning and Zoning Commission further recommends that the City Council approve the zone change for the specified properties with modifications to the zoning district boundary map to exclude all properties along North Military Drive north of West River Avenue and the two privately-owned properties on the west side of Hubbard Avenue addressed 802 W. River Avenue and 415 N. Hubbard Avenue.*

The Commission was required to determine whether to recommend to Council that it adopt the Zoning Code amendment creating the U District. After evaluating the Plan and the effect on political subdivisions, as well as the evaluation criteria, the Commission may recommend that Council adopt the new zoning district, adopt the district with amendments, or reject it. If adopted,

the new zoning district would be added to the Zoning District Schedule (Chapter 17.05 of the Zoning Code) and the City's official zoning map would be updated to reflect the U District. The PUD which affects some property owned by NIC would still be in effect and would be shown on the zoning map in conjunction with the U District of this staff report.

It is also subject to the procedures outlined in the Local Land Use Planning Act, specifically Idaho Code § 67-6511(c), which reads in part: *The governing board shall analyze proposed changes to zoning ordinances to ensure that they are not in conflict with the policies of the adopted comprehensive plan.* If it is determined that the Comprehensive Plan would have to be changed to accommodate the modification of the zoning ordinance, the process for amending the Comprehensive Plan would have to be followed. In this case, it was determined that the Comprehensive Plan did not need to be modified as the U District is consistent with that Plan.

Because this is a City Council-initiated rezoning, the procedures outlined in M.C. § 17.09.130 apply to the properties proposed for the new U District. The Commission is required to hold a public hearing, after specified notice, and report to the City Council. The Commission considers the existing zoning districts or regulations, and may recommend approval, conditional approval, approval with modifications, or denial of the proposal, or the Commission may defer action until completion of such studies or plans as may be necessary to determine the advisability of the proposal. In the case of any form of recommended approval, the Commission shall forward the proposal to the City Council for appropriate action.

As noted above, the Commission held a public hearing, following all required noticing, and has made recommendations. Now the item is before the City Council for action. The map and draft ordinance have been updated to reflect this recommendation that excludes all properties along N. Military Drive north of W. River Avenue, as well as the two privately-owned properties on the west side of Hubbard Avenue which bear the addresses 802 W. River Avenue and 415 N. Hubbard Avenue.

The legal notices were provided as follows. The property owners of land within the proposed District boundaries (including North Idaho College) and within a radius of 300 feet of the external boundaries were sent written notification of the public hearing by mail. Notice was published in the Coeur d'Alene Press on both August 17, 2024, and August 21, 2024, and also provided to the political subdivisions, taxing entities, gas line companies, and other interested parties. Notices were posted on the premises in four locations at vehicle entrances to the proposed District on August 19, 2024. The notice to NIC was sent to the legal mailing address on record to the attention of President Swayne. Additionally, notices were mailed to each of North Idaho College's trustees, at the request of NIC's Interim Chief Communications and Government Relations Officer. All mailings were sent on August 16, 2024.

**PERFORMANCE ANALYSIS:** As stated in the draft ordinance, the U District "... is established to support and enhance the educational environment of public institutions of higher education in the City of Coeur d'Alene, and to allow flexible, creative development for public educational purposes. The District is intended to facilitate planned expansion, promote collaboration between public higher educational institutions and the local community, ensure compatibility with surrounding neighborhoods and natural resources, and preserve property within the District for public educational uses." Further, "This District allows for a mix of uses that support the residential, retail, and service functions of public higher education campuses." (See proposed language in §17.05.1300.)

If adopted, the new U District would apply to all property shown on the attached map (Attachment 2). In summary, the property to be zoned U is located as follows: all property north of the high water mark of Lake Coeur d'Alene and east of the high water mark of the Spokane River, which lies west of and includes N. Hubbard Street, except any public right-of-way, and south of W. River Avenue; all property north of W. River Avenue east of the high water mark of the Spokane River and west of, and including, the parcel bearing the legal description of North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-015), and south of the City of Coeur d'Alene property utilized for the Advanced Wastewater Treatment Plant; that parcel lying east of W. Hubbard Street bearing the legal description North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-012); that parcel lying east of W. Hubbard Avenue and north of W. River Avenue bearing the legal description of North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-015); and parcels bearing the legal description of Fort Sherman Aband Mil Res. TAX#23504 IN LT 14 1450N04W and Fort Sherman Aband Mil Res. TAX#23200 IN LT 14 1450N04W. Property in the area, but not to be rezoned, consists of: all parcels on N. Military Drive north of W. River Avenue and the two parcels zoned R-12 on the west side of N. Hubbard Avenue bearing the addresses 802 W. River Avenue and 415 N. Hubbard Avenue. This District shall overlay any approved Planned Unit Developments (PUD) in the District. *Please note, the district boundaries as described above, and as included in the draft ordinance and map, reflect the recommendation from the Commission.*

If adopted, the existing zoning districts (R-17, C-17L and C-17) within these boundaries would be replaced with the U District designation. The existing Planned Unit Development (PUD) for North Idaho College would remain in place as noted in the draft ordinance.

The draft ordinance outlines the permitted principal uses, permitted accessory uses, and uses permitted by a special use permit. (See proposed language under § 17.05.1330, 17.05.1340 and 17.05.1350)

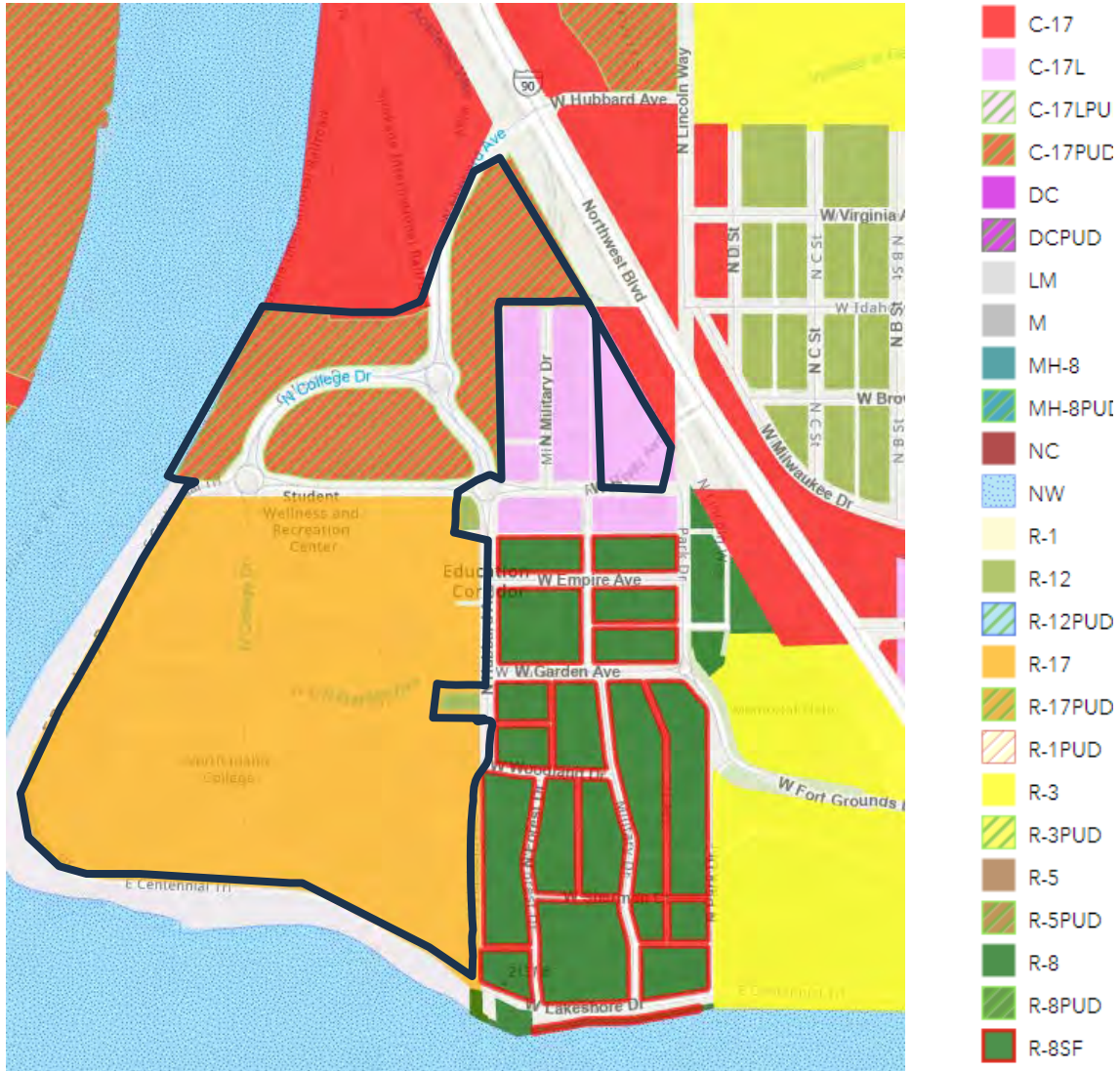
The draft ordinance also lists prohibited uses, such as industrial and commercial activities not directly associated with educational functions, residential developments not intended for student or faculty housing, privately-owned residential, condominium, townhouses, or other non-educational residential development, and a category for "Additional Prohibited Uses" that may be identified by the Planning Director as being nonconforming with the purpose and/or intent of the District.

The draft ordinance includes development standards to ensure compatibility with surrounding uses. It also provides for a variance process to partially wave off street parking and/or lot coverage requirements for commercial developments utilizing common parking, and a variance for building heights over 45 feet.

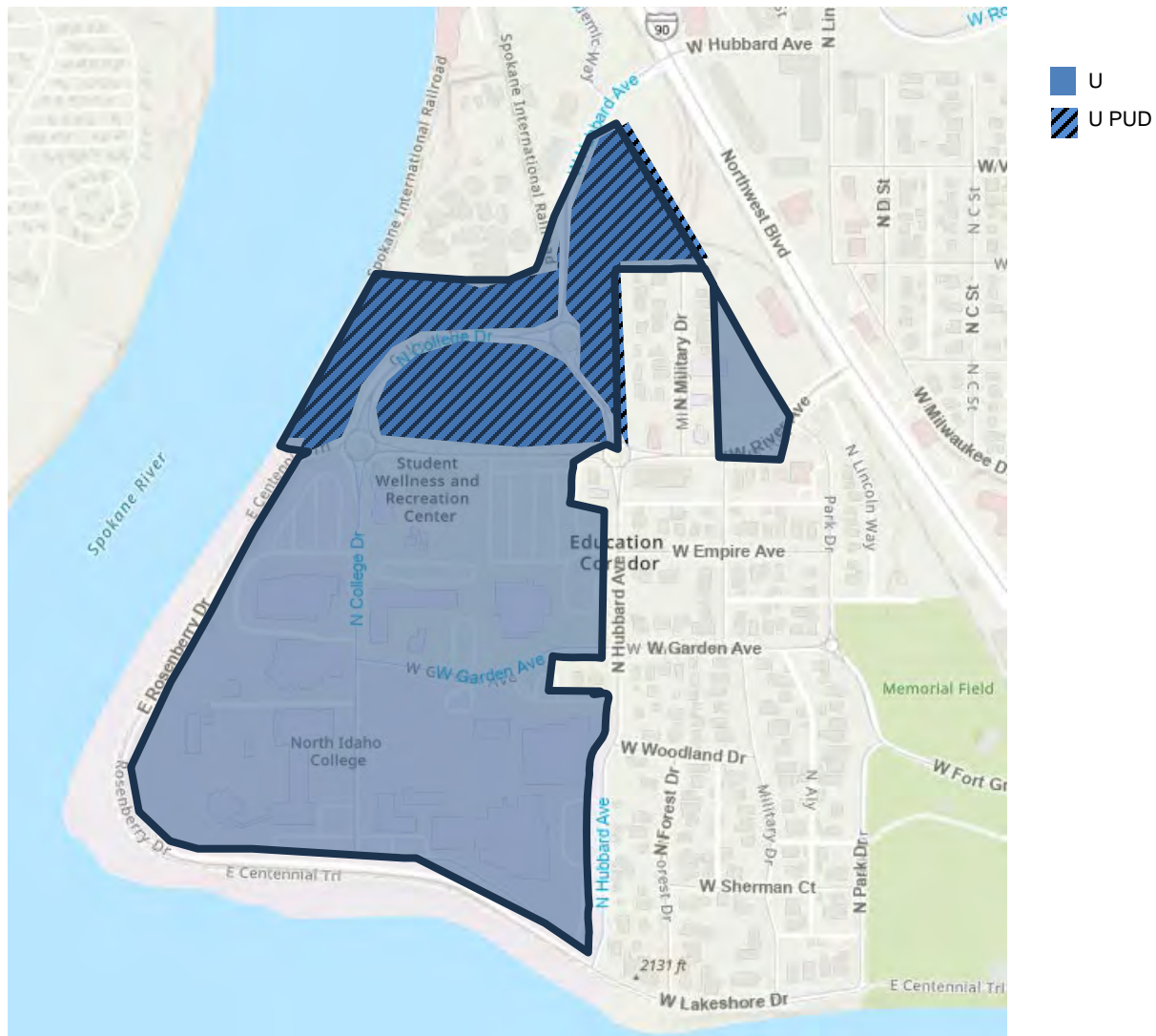
City Council may take action on the proposed ordinance and rezone of subject properties following the public hearing on September 3, 2024.

Zoning:

The subject property is zoned R-17, C-17L and C-17PUD as shown on the following exhibit. The majority of the campus is zoned R-17. The area north of River Avenue and along Hubbard Avenue and College Drive is zoned C-17 and has the PUD overlay as denoted by the crosshatched pattern.



If the new zoning district is adopted and if the specified properties are rezoned, the existing zoning districts (R-17, C-17L and C-17PUD) within the boundaries would be replaced with the U District designation and the PUD would be shown with a crosshatch denotation over the U District as shown on the following exhibit.



Comprehensive Plan Consistency:

The Planning and Zoning Commission is tasked with making a recommendation on the Zoning Code amendment and the zone change. Because this request is for both a text and a map amendment, the Commission is being asked to make findings regarding the consistency of the request with the Comprehensive Plan.

The 2022-2042 Comprehensive Plan was adopted in 2022. Like the prior plan, this Comprehensive Plan includes a focus on the higher education corridor. In Part 2: About Coeur d’Alene, it includes a summary about Higher Education and references the campus of North Idaho College (NIC) and the partnership with the University of Idaho, Boise State University and Lewis-Clark State College. It talks about NIC’s location within the Fort Grounds since its founding in 1933.



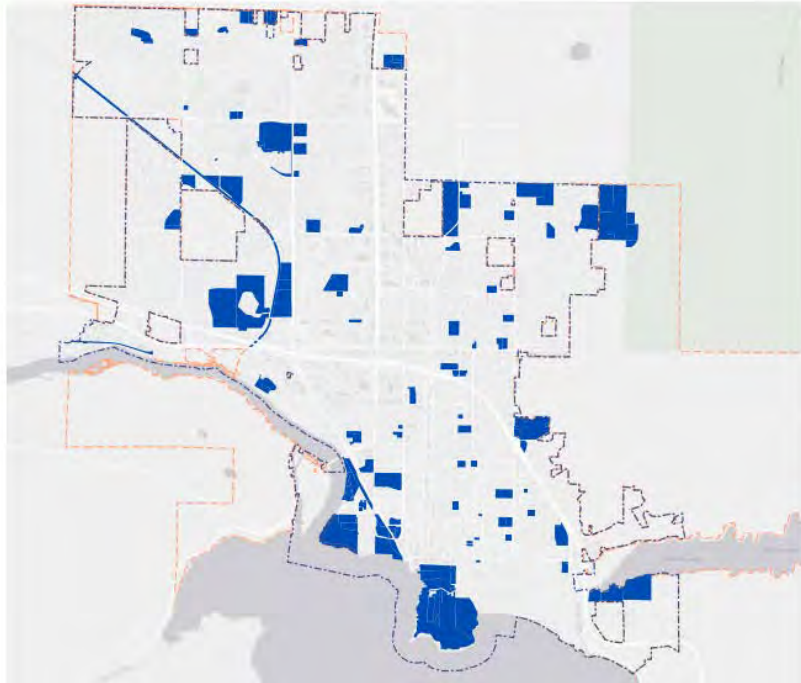
The Comprehensive Plan shows two **Place Types** for the NIC campus – **Civic** and **Planned Development**. As noted under the Civic definition, schools and education facilities are considered Civic places. Under compatible zoning, it says “Not applicable. Civic Uses may be located in any Place Type.” This allows for a new zoning district to be created, such as the proposed U District.

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### Civic

Civic places are typically publicly-owned spaces such as parks, cemeteries, public facilities (e.g. Library, City Hall) that have a civic function for the Coeur d'Alene community. Civic uses, in limited instances, many also include private open space located within a planned development. Schools and education facilities are considered Civic places.

Compatible Zoning: Not Applicable. Civic Uses may be located in any Place Type.



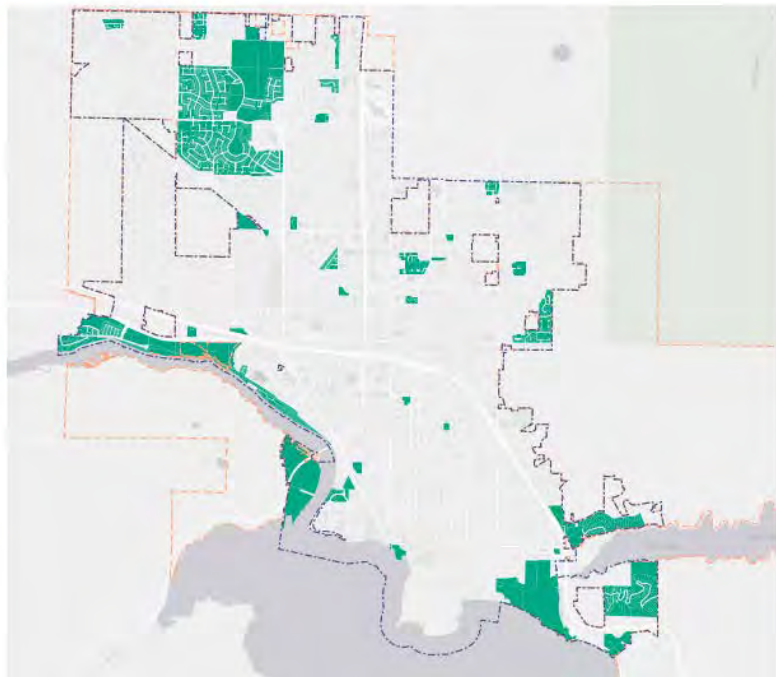
The existing PUD for the NIC Campus is shown on the Planned Development Place Type map.

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### Planned Development

Planned Development places are locations that have completed the planned unit development application process. As part of that process, the City and the applicant have agreed to a determined set of complementary land uses that can include a number of Place Types. Large scale Planned developments often have a determined phasing and development plan and may include land uses such as housing, recreation, commercial centers, civic, and industrial parks, all within one contained development or subdivision. Building design and scale, transportation, open space, and other elements are approved through the City of Coeur d'Alene's PUD evaluation process.

Compatible Zoning: Not applicable. Planned Development may occur within any Place Type (1.5 acre minimum).



The **Recreation and Natural Areas** section of the Comprehensive Plan has several areas that affect the NIC campus, including Shorelines, Coeur d’Alene Lake and Spokane River, Floodplain, Urban Forest, and Views and Vistas.

Under **Special Areas**, it includes the Education Corridor Master Plan and the North Idaho College – North Campus Planned Unit Development (NIC PUD). Under the description of the NIC PUD, it talks about the 50-year plan for the campus to phase development over time from temporary site uses to more permanent uses. The NIC PUD provides for connectivity, parking improvements, landscaping and irrigation, a shared education building between partner institutions, the construction of additional parking, and a community garden. For long-term improvements, it references the full buildout of campus facilities to include a potential mix of academic, PTE and multi-use facilities in support of ongoing college programming.



The Education Corridor Master Plan references the partnership between NIC and the other higher education institutions covering a 49-acre site. The master plan provides for a physical framework for the redevelopment of the adjacent mill site and site improvements, most of which have been completed. It also references a proposal to rezone portions of the planning area and encourages the creation of design guidelines. The reference to a proposal to rezone portions of the planning area supports the creation of the proposed U District.



*Goals and Objectives:*

Following the public hearing on August 13, 2024, the Commission has determined that the following goals, objectives and action from the 2022-2042 Comprehensive Plan support the proposed zoning district and rezone of specified properties:

**Education & Learning**

**Goal EL 3**

Provide an educational environment that provides open access to resources for all people.

**OBJECTIVE EL 3.2**

Provide abundant opportunities for and access to lifelong learning, fostering mastery of new skills, academic enrichment, mentoring programs, and personal growth.

**OBJECTIVE EL 3.3**

Support educators in developing and maintaining high standards to attract, recruit, and retain enthusiastic, talented, and caring teachers and staff.

**Goal EL 4**

Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.

**OBJECTIVE EL 4.1**

Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d'Alene's growing population.

**OBJECTIVE EL 4.2**

Enhance partnerships among local higher education institutions and vocational schools, offering an expanded number of degrees and increased diversity in graduate level education options with combined campus, classroom, research, and scholarship resources that meet the changing needs of the region.

There is an action item under Objective EL 4.2 regarding on and off campus student and employee housing, and opportunities for temporary transitional housing opportunities for students, faculty and staff (see below). North Idaho College is listed as the Lead Partner on that action item.

**Action EL 4.2.J01**

Support on and off campus student and employee housing along with the creation of temporary transitional housing opportunities for new employees coming to the area to meet the housing needs of students, faculty and staff. *(Lead Partner: North Idaho College)*

**Community & Identity**

**Goal CI 1**

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

**OBJECTIVE CI 1.1**

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

**Environment & Recreation**

**Goal ER 1**

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

**OBJECTIVE ER 1.1**

Manage shoreline development to address stormwater management and improve water quality.

**Growth & Development**

**Goal GD 1**

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

**OBJECTIVE GD 1.5**

Recognize neighborhood and district identities.

**OBJECTIVE GD 1.6**

Revitalize existing and create new business districts to promote opportunities for jobs, services, and houses, and ensure maximum economic development potential throughout the community.

**OBJECTIVE GD 1.7**

Increase physical and visual access to the lakes and rivers.

**Goal GD 2**

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

**OBJECTIVE GD 2.2**

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

**Goal GD 4**

Protect the visual and historic qualities of Coeur d'Alene

**OBJECTIVE GD 4.1**

Encourage the protection of historic buildings and sites.

**Jobs & Economy**

**Goal JE 1**

Retain, grow, and attract businesses.

**Goal JE 3**

Enhance the Startup Ecosystem

**OBJECTIVE JE 3.4**

Expand partnerships with North Idaho College, such as opportunities to use the community maker space and rapid prototyping (North Idaho College Venture Center and Gizmo) facilities.

**FINANCIAL ANALYSIS:** City staff and the Commission have found that there is no significant financial impact to the City or North Idaho College and the partner institutions affected by this request. The proposed ordinance is in support of the mission of North Idaho College and the partner institutions and provides further guidance and clarity to the allowed and existing uses, which is consistent with the adopted Education Corridor Master Plan and North Idaho College’s approved Planned Unit Development. Further, the Commission found that by excluding all properties along North Military Drive north of W. River Avenue and the two R-12-zoned properties on the west side of North Hubbard Avenue, that there would not be a financial impact to the privately-owned properties that could have resulted from including them in the district and having them become legal nonconforming properties.

**DECISION POINT/RECOMMENDATION:** The City Council should make Findings to:

- Adopt Article XVII of Chapter 17.05 of the Municipal Code creating the new U District zoning district and rezone specified properties, or
- Adopt the new Article with amendments and rezone specified properties, or
- Reject the new Article and not rezone specified properties

Attachments:

1. Planning and Zoning Commission Findings of Fact
2. Proposed U District Zoning Boundary Map
3. Comprehensive Plan Checklist

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

**O-2-24**

**INTRODUCTION**

This matter having come before the Planning and Zoning Commission on August 13, 2024, to consider O-2-24, a request by City Council to make a recommendation regarding the adoption of a new Article XVII in Chapter 17.05 of the Municipal Code, creating a new zoning district called the University District (U District), and a City Council-initiated zone change for specified properties located in and near the North Idaho College campus.

APPLICANT: City of Coeur d'Alene

LOCATION: Land located in and near the North Idaho College campus

**A. FINDINGS OF FACT:**

**The Planning and Zoning Commission finds that the following facts, A1 through A10, have been established on a more probable than not basis, based the record before it, and on the evidence and testimony presented at the public hearing. The Commission also finds that facts A1 through A6 are established through the staff report and presentation, and there is no dispute on these matters.**

**A1.** All public hearing notice requirements have been met for item O-2-24.

- The notice of public hearing was published on July 27, 2024, which satisfies the legal requirement for a Zoning Code amendment and an ordinance changing the zoning classification of specified properties.
- The notices of public hearing were posted on the property in four locations at vehicle entrances to the proposed District on August 5, 2024, which satisfies the applicable legal requirements.
- One hundred fifteen (115) notices of public hearing were mailed to all property owners of record within the District boundaries and within three hundred feet (300') of the subject property on July 29, 2024, which satisfies the legal requirements. Notice to NIC, as the owner of much of the property, was provided to its general business address, to the attention of President Swayne.
- Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts, at least fifteen (15) days prior to the public hearing scheduled before the Commission.

**A2.** Public testimony was received at a public hearing on August 13, 2024.

**A3.** Because this is a City Council-initiated rezoning, the procedures outlined in M.C. § 17.09.130 govern.

**A4.** There are ten (10) private property owners affected by the proposed U District. The remainder of the property within the proposed District boundary is owned by North Idaho College.

- A5.** More specifically, the proposed U District would encompass all properties described below:
- A. All property north of the high water mark of Lake Coeur d'Alene and east of the high water mark of the Spokane River, which lies west of and includes N. Hubbard Street, except any public right-of-way, and south of W. River Avenue.*
  - B. All property north of W. River Avenue east of the high water mark of the Spokane River and west of, and including, the parcel bearing the legal description of North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-015), and south of the City of Coeur d'Alene property utilized for the Advanced Wastewater Treatment Plant.*
  - C. That parcel lying east of W. Hubbard Street bearing the legal description North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-012).*
  - D. All property north of W. River Avenue east of the parcel bearing the legal description of North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-015), including all properties along N. Military Drive, and including parcels bearing the legal description of Fort Sherman Aband Mil Res. TAX#23504 IN LT 14 1450N04W and Fort Sherman Aband Mil Res. TAX#23200 IN LT 14 1450N04W.*
  - E. This District shall overlay any approved Planned Unit Developments (PUD) in the District. To the extent not inconsistent with any applicable PUD approval, the standards of this Chapter shall apply to all property in the District.*
- A6.** The existing zoning of the properties is R-12, R-17, C-17 and C-17L.
- A7.** The 2042 Comprehensive Plan (the "Plan") recognizes a higher education corridor that includes the North Idaho College campus. Under Part 2: About Coeur d'Alene, the Plan includes information concerning the Education Corridor Master Plan and the North Idaho College – North Campus Planned Unit Development (NIC PUD) as "Special Areas," and identifies the Shorelines, Coeur d'Alene Lake and Spokane River, the Floodplain, the Urban Forest, and Views and Vistas as areas of sensitivity to be addressed with development.
- A8.** The Plan Future Land Use Map designations for the properties are the **Civic Place Type** and **Planned Development Place Type**. The Place Types are described as the form of future development envisioned by the residents of Coeur d'Alene in the Comprehensive Plan. These Place Types, in turn, provide the policy level guidance that will inform the City's Development Ordinance. As noted under the Civic definition, schools and education facilities are considered Civic places. Under compatible zoning, it says "Not applicable. Civic Uses may be located in any Place Type." This allows for a new zoning district to be created, such as the proposed U District. The Planned Development Place Type is for areas with approved Planned Unit Developments, such as the one that exists for a portion of the North Idaho College campus.

- A9.** Staff identified Plan Goals and Objectives for particular consideration by the Planning and Zoning Commission. The Commission considered all of the Goals and Objectives to determine if the request is in conformance with the Plan and added in GD 1.6, GD 2, GD 2.2, and JE1 as additional Goals and Objectives that support the request.

### **Education & Learning**

#### **Goal EL 3**

Provide an educational environment that provides open access to resources for all people.

##### **OBJECTIVE EL 3.2**

Provide abundant opportunities for and access to lifelong learning, fostering mastery of new skills, academic enrichment, mentoring programs, and personal growth.

##### **OBJECTIVE EL 3.3**

Support educators in developing and maintaining high standards to attract, recruit, and retain enthusiastic, talented, and caring teachers and staff.

#### **Goal EL 4**

Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.

##### **OBJECTIVE EL 4.1**

Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d'Alene's growing population.

##### **OBJECTIVE EL 4.2**

Enhance partnerships among local higher education institutions and vocational schools, offering an expanded number of degrees and increased diversity in graduate level education options with combined campus, classroom, research, and scholarship resources that meet the changing needs of the region.

### **Community & Identity**

#### **Goal CI 1**

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

##### **OBJECTIVE CI 1.1**

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

### **Environment & Recreation**

#### **Goal ER 1**

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

##### **OBJECTIVE ER 1.1**

Manage shoreline development to address stormwater management and improve water quality.

## **Growth & Development**

### **Goal GD 1**

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

#### **OBJECTIVE GD 1.5**

Recognize neighborhood and district identities.

#### **OBJECTIVE GD 1.6**

Revitalize existing and create new business districts to promote opportunities for jobs, services, and houses, and ensure maximum economic development potential throughout the community.

#### **OBJECTIVE GD 1.7**

Increase physical and visual access to the lakes and rivers.

### **Goal GD 2**

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

#### **OBJECTIVE GD 2.2**

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

### **Goal GD 4**

Protect the visual and historic qualities of Coeur d'Alene

#### **OBJECTIVE GD 4.1**

Encourage the protection of historic buildings and sites.

## **Jobs & Economy**

### **Goal JE 1**

Retain, grow, and attract businesses.

### **Goal JE 3**

Enhance the Startup Ecosystem

#### **OBJECTIVE JE 3.4**

Expand partnerships with North Idaho College, such as opportunities to use the community maker space and rapid prototyping (North Idaho College Venture Center and Gizmo) facilities.

- A10.** There is no significant financial impact to the City or North Idaho College and the partner institutions affected by this request. The proposed ordinance is in support of the mission of North Idaho College and the partner institutions and provides further guidance and clarity to the allowed uses, which is consistent with the adopted Education Corridor Master Plan and North Idaho College's adopted Planned Unit Development. Further, the Commission finds that by excluding all properties along North Military Drive north of W. River Avenue and the two R-12-zoned properties on the west side of North Hubbard Avenue, that there would not be a financial impact to the privately-owned properties that could have resulted from including them in the district and having them become legal nonconforming properties.



**B. CONCLUSIONS OF LAW:**

**Based on the foregoing Findings of Fact, the Planning and Zoning Commission makes the following Conclusions of Law.**

- B1. This proposal is in conformance with the Comprehensive Plan.
- B2. The proposed Zoning Code amendment and Zone Changes do comply with the required evaluation criteria.
- B3. This proposal will not have a demonstrable adverse impact on the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction.
- B4. The proposed Zoning Code amendment is in the best interest of the City and its citizens.
- B5. The proposed Zone Change for the specified properties is in the best interest of the City and its citizens.

**C. DECISION**

- C1. The Planning and Zoning Commission, pursuant to the foregoing Findings of Fact and Conclusions of Law, recommends that the City Council adopt the Zoning Code amendment with the amendment to exclude all properties along North Military Drive north of West River Avenue and the two privately-owned properties on the west side of N. Hubbard Avenue addressed 802 W. River Avenue and 415 N. Hubbard Avenue.
- C2. The Planning and Zoning Commission further recommends that the City Council approve the zone change for the specified properties with modifications to the zoning district boundary map to exclude all properties along North Military Drive north of West River Avenue and the two privately-owned properties on the west side of N. Hubbard Avenue addressed 802 W. River Avenue and 415 N. Hubbard Avenue.


**Motion by Commissioner Ingalls, seconded by Commissioner McCracken, to approve O-2-24. Motion carried.**

**ROLL CALL:**

Commissioner Fleming	Voted Aye
Commissioner Ingalls	Voted Aye
Commissioner Coppess	Voted Aye
Commissioner McCracken	Voted Aye
Commissioner Ward	Voted Aye
Chairman Messina	Voted Aye

Motion carried by 6 to 0 vote.

Commissioner Luttrupp was absent.

  
CHAIRMAN TOM MESSINA

Date: August 16, 2024

**Attachment 2 – University (U) District Zoning Boundary Map with the Planning and Zoning Commission’s Recommended Exclusions of all properties along N. Military Drive north of W. River Avenue and the two privately-owned R-12-zoned properties on the west side of North Hubbard Avenue**



# COMPREHENSIVE PLAN GOALS AND OBJECTIVES

## Community & Identity



### **Goal CI 1**

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



#### **OBJECTIVE CI 1.1**

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



### **Goal CI 2**

Maintain a high quality of life for residents and businesses that make Coeur d'Alene a great place to live and visit.



#### **OBJECTIVE CI 2.1**

Maintain the community's friendly, welcoming atmosphere and its smalltown feel.



#### **OBJECTIVE CI 2.2**

Support programs that preserve historical collections, key community features, cultural heritage, and traditions.



### **Goal CI 3**

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



#### **OBJECTIVE CI 3.1**

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



### **Goal CI 4**

Coeur d'Alene is a community that works to support cultural awareness, diversity and inclusiveness.



#### **OBJECTIVE CI 4.1**

Recognize cultural and economic connections to the Coeur d'Alene Tribe, acknowledging that this area is their ancestral homeland.



#### **OBJECTIVE CI 4.2**

Create an environment that supports and embraces diversity in arts, culture, food, and self-expression.



#### **OBJECTIVE CI 4.3**

Promote human rights, civil rights, respect, and dignity for all in Coeur d'Alene.

## Education & Learning



### **Goal EL 3**

Provide an educational environment that provides open access to resources for all people.



#### **OBJECTIVE EL 3.2**

Provide abundant opportunities for and access to lifelong learning, fostering mastery of new skills, academic enrichment, mentoring programs, and personal growth.



#### **OBJECTIVE EL 3.3**

Support educators in developing and maintaining high standards to attract, recruit, and retain enthusiastic, talented, and caring teachers and staff.



### **Goal EL 4**

Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.



#### **OBJECTIVE EL 4.1**

Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d'Alene's growing population.



#### **OBJECTIVE EL 4.2**

Enhance partnerships among local higher education institutions and vocational schools, offering an expanded number of degrees and increased diversity in graduate level education options with combined campus, classroom, research, and scholarship resources that meet the changing needs of the region.

## Environment & Recreation



### **Goal ER 1**

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



#### **OBJECTIVE ER 1.1**

Manage shoreline development to address stormwater management and improve water quality.



#### **OBJECTIVE ER 1.2**

Improve the water quality of Coeur d'Alene Lake and Spokane River by reducing the use of fertilizers, pesticides, herbicides, and managing aquatic invasive plant and fish species.



#### **OBJECTIVE ER 1.3**

Enhance and improve lake and river habitat and riparian zones, while maintaining waterways and shorelines that are distinctive features of the community.



#### **OBJECTIVE ER 1.4**

Reduce water consumption for landscaping throughout the city.



### **Goal ER 2**

Provide diverse recreation options.



#### **OBJECTIVE ER 2.2**

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



#### **OBJECTIVE ER 2.3**

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



### **Goal ER 3**

Protect and improve the urban forest while maintaining defensible spaces that reduces the potential for forest fire.



#### **OBJECTIVE ER 3.1**

Preserve and expand the number of street trees within city rights-of-way.



#### **OBJECTIVE ER 3.2**

Protect and enhance the urban forest, including wooded areas, street trees, and "heritage" trees that beautify neighborhoods and integrate nature with the city.



#### **OBJECTIVE ER 3.3**

Minimize the risk of fire in wooded areas that also include, or may include residential uses.



#### **OBJECTIVE ER 3.4**

Protect the natural and topographic character, identity, and aesthetic quality of hillsides.



### **Goal ER 4**

Reduce the environmental impact of Coeur d'Alene.



#### **OBJECTIVE ER 4.1**

Minimize potential pollution problems such as air, land, water, or hazardous materials.

- **OBJECTIVE ER 4.2**  
Improve the existing compost and recycling program.

## Growth & Development



### **Goal GD 1**

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



#### **OBJECTIVE GD 1.1**

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



#### **OBJECTIVE GD 1.3**

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



#### **OBJECTIVE GD 1.4**

Increase pedestrian walkability and access within commercial development.



#### **OBJECTIVE GD 1.5**

Recognize neighborhood and district identities.



#### **OBJECTIVE GD 1.6**

Revitalize existing and create new business districts to promote opportunities for jobs, services, and housing, and ensure maximum economic development potential throughout the community.



#### **OBJECTIVE GD 1.7**

Increase physical and visual access to the lakes and rivers.



#### **OBJECTIVE GD 1.8**

Support and expand community urban farming opportunities.



### **Goal GD 2**

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



#### **OBJECTIVE GD 2.1**

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



#### **OBJECTIVE GD 2.2**

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



### **Goal GD 3**

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



#### **OBJECTIVE GD 3.1**

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



#### **OBJECTIVE GD 3.2**

Provide an accessible, safe, efficient multimodal public transportation system including bus stop amenities designed to maximize the user experience.



### **Goal GD 4**

Protect the visual and historic qualities of Coeur d'Alene

- OBJECTIVE GD 4.1**  
Encourage the protection of historic buildings and sites.

- Goal GD 5**  
Implement principles of environmental design in planning projects.

- OBJECTIVE GD 5.1**  
Minimize glare, light trespass, and skyglow from outdoor lighting.



## Health & Safety

- Goal HS 1**  
Support social, mental, and physical health in Coeur d’Alene and the greater region.
  - OBJECTIVE HS 1.1**  
Provide safe programs and facilities for the community’s youth to gather, connect, and take part in healthy social activities and youth-centered endeavors.
  - OBJECTIVE HS 1.2**  
Expand services for the city’s aging population and other at-risk groups that provide access to education, promote healthy lifestyles, and offer programs that improve quality of life.
  - OBJECTIVE HS 1.3**  
Increase access and awareness to education and prevention programs, and recreational activities.
  
- Goal HS 3**  
Continue to provide exceptional police, fire, and emergency services.
  - OBJECTIVE HS 3.2**  
Enhance regional cooperation to provide fast, reliable emergency services.
  - OBJECTIVE HS 3.3**  
Collaborate with partners to increase one on one services.

## Jobs & Economy



### **Goal JE 1**

Retain, grow, and attract businesses



#### **OBJECTIVE JE 1.1**

Actively engage with community partners in economic development efforts.



#### **OBJECTIVE JE 1.2**

Foster a pro-business culture that supports economic growth.



### **Goal JE 3**

Enhance the Startup Ecosystem



#### **OBJECTIVE JE 3.1**

Convene a startup working group of business leaders, workforce providers, and economic development professionals and to define needs.



#### **OBJECTIVE JE 3.2**

Develop public-private partnerships to develop the types of office space and amenities desired by startups.



#### **OBJECTIVE JE 3.3**

Promote access to the outdoors for workers and workers who telecommute.



#### **OBJECTIVE JE 3.4**

Expand partnerships with North Idaho College, such as opportunities to use the community maker space and rapid prototyping (North Idaho College Venture Center and Gizmo) facilities.

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

**O-2-24**

**INTRODUCTION**

This matter having come before the City Council on September 3, 2024, to consider O-2-24, a request by City Council to make a recommendation regarding the adoption of a new Article XVII in Chapter 17.05 of the Municipal Code, creating a new zoning district called the University District (U District), and a City Council-initiated zone change for specified properties located in and near the North Idaho College campus.

APPLICANT: City of Coeur d'Alene

LOCATION: Land located in and near the North Idaho College campus

**A. FINDINGS OF FACT:**

**The City Council finds that the following facts, A1 through A12, have been established on a more probable than not basis, based the record before it, and on the evidence and testimony presented at the public hearing. The Commission also finds that facts A1 through A6 are established through the staff report and presentation, and there is no dispute on these matters.**

**A1.** All public hearing notice requirements have been met for item O-2-24.

- One hundred twenty (120) notices of public hearing were mailed to all property owners of record within the District boundaries and within three hundred feet (300') of the subject property on August 16, 2024, which satisfies the legal requirements. Notice to NIC, as the owner of much of the property, was provided to its general business address, to the attention of President Swayne, and notices were sent to the Trustees.
- The notice of public hearing was published on August 17 and August 21, 2024, which satisfies the legal requirement for a Zoning Code amendment and an ordinance changing the zoning classification of specified properties.
- The notices of public hearing were posted on the property in four locations at vehicle entrances to the proposed District on August 19, 2024, which satisfies the applicable legal requirements.
- Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts, at least fifteen (15) days prior to the public hearing scheduled before the Commission.

**A2.** Public testimony was received at a public hearing on September 3, 2024.

**A3.** Because this is a City Council-initiated rezoning, the procedures outlined in M.C. § 17.09.130 govern.

**A4.** All property within the proposed District boundary is owned by North Idaho College.

- A5.** More specifically, the proposed U District would encompass all properties described below:
- A. All property north of the high water mark of Lake Coeur d'Alene and east of the high water mark of the Spokane River, which lies west of and includes N. Hubbard Street, except any public right-of-way, and south of W. River Avenue; and
  - B. All property north of W. River Avenue east of the high water mark of the Spokane River and west of, and including, the parcel bearing the legal description of North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-015), and south of the City of Coeur d'Alene property utilized for the Advanced Wastewater Treatment Plant; and
  - C. That parcel lying east of W. Hubbard Street bearing the legal description North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-012); and
  - D. That parcel lying east of W. Hubbard Avenue and north of W. River Avenue bearing the legal description of North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-015) and parcels bearing the legal description of Fort Sherman Aband Mil Res. TAX#23504 IN LT 14 1450N04W and Fort Sherman Aband Mil Res. TAX#23200 IN LT 14 1450N04W; but excluding
  - E. All parcels on N. Military Drive north of W. River Avenue and the two parcels zoned R-12 on the west side of N. Hubbard Avenue bearing the addresses 802 W. River Avenue and 415 N. Hubbard Avenue.
  - F. This District shall overlay any approved Planned Unit Developments (PUD) in the District. To the extent not inconsistent with any applicable PUD approval, the standards of this Chapter shall apply to all property in the District.
- A6.** The existing zoning of the properties to be rezoned is R-17, C-17 and C-17L.
- A7.** The 2042 Comprehensive Plan (the "Plan") recognizes a higher education corridor that includes the North Idaho College campus. Under Part 2: About Coeur d'Alene, the Plan includes information concerning the Education Corridor Master Plan and the North Idaho College – North Campus Planned Unit Development (NIC PUD) as "Special Areas," and identifies the Shorelines, Coeur d'Alene Lake and Spokane River, the Floodplain, the Urban Forest, and Views and Vistas as areas of sensitivity to be addressed with development.
- A8.** The Plan Future Land Use Map designations for the properties are the **Civic Place Type** and **Planned Development Place Type**. The Place Types are described as the form of future development envisioned by the residents of Coeur d'Alene in the Comprehensive Plan. These Place Types, in turn, provide the policy level guidance that will inform the City's Development Ordinance. As noted under the Civic definition, schools and education facilities are considered Civic places. Under compatible zoning, it says "Not applicable. Civic Uses may be located in any Place Type." This allows for a new zoning district to be created, such as the proposed U District. The Planned Development Place Type is for areas with approved Planned Unit Developments, such as the one that exists for a portion of the North Idaho College campus.

- A9.** Staff identified Plan Goals and Objectives for particular consideration by the Planning and Zoning Commission. The Commission considered all of the Goals and Objectives to determine if the request is in conformance with the Plan and added in GD 1.6, GD 2, GD 2.2, and JE1 as additional Goals and Objectives that support the request.

### **Education & Learning**

#### **Goal EL 3**

Provide an educational environment that provides open access to resources for all people.

##### **OBJECTIVE EL 3.2**

Provide abundant opportunities for and access to lifelong learning, fostering mastery of new skills, academic enrichment, mentoring programs, and personal growth.

##### **OBJECTIVE EL 3.3**

Support educators in developing and maintaining high standards to attract, recruit, and retain enthusiastic, talented, and caring teachers and staff.

#### **Goal EL 4**

Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.

##### **OBJECTIVE EL 4.1**

Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d'Alene's growing population.

##### **OBJECTIVE EL 4.2**

Enhance partnerships among local higher education institutions and vocational schools, offering an expanded number of degrees and increased diversity in graduate level education options with combined campus, classroom, research, and scholarship resources that meet the changing needs of the region.

### **Community & Identity**

#### **Goal CI 1**

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

##### **OBJECTIVE CI 1.1**

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

### **Environment & Recreation**

#### **Goal ER 1**

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

##### **OBJECTIVE ER 1.1**

Manage shoreline development to address stormwater management and improve water quality.

## **Growth & Development**

### **Goal GD 1**

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

#### **OBJECTIVE GD 1.5**

Recognize neighborhood and district identities.

#### **OBJECTIVE GD 1.6**

Revitalize existing and create new business districts to promote opportunities for jobs, services, and houses, and ensure maximum economic development potential throughout the community.

#### **OBJECTIVE GD 1.7**

Increase physical and visual access to the lakes and rivers.

### **Goal GD 2**

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

#### **OBJECTIVE GD 2.2**

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

### **Goal GD 4**

Protect the visual and historic qualities of Coeur d'Alene

#### **OBJECTIVE GD 4.1**

Encourage the protection of historic buildings and sites.

## **Jobs & Economy**

### **Goal JE 1**

Retain, grow, and attract businesses.

### **Goal JE 3**

Enhance the Startup Ecosystem

#### **OBJECTIVE JE 3.4**

Expand partnerships with North Idaho College, such as opportunities to use the community maker space and rapid prototyping (North Idaho College Venture Center and Gizmo) facilities.

- A10.** There is no significant financial impact to the City or North Idaho College and the partner institutions affected by this request. The proposed ordinance is in support of the mission of North Idaho College and the partner institutions and provides further guidance and clarity to the allowed uses, which is consistent with the adopted Education Corridor Master Plan and North Idaho College's adopted Planned Unit Development, and is consistent with existing land uses within the campus.
- A11.** It is in the best interest of the citizens of the City of Coeur d'Alene, and the present and future students of North Idaho College, that a University District be created, as exist in most if not all of the other cities in Idaho which are home to a public institution of higher learning, in order to preserve, protect, and enhance the educational environment of institutions of higher education in Coeur d'Alene.

**A12.** It is in the best interests of the citizens of the City of Coeur d'Alene, and the present and future students of North Idaho College, that property within the boundaries of the new University District, with identified exceptions, be rezoned to the U District in order to preserve, protect, and enhance the educational environment of institutions of higher education in Coeur d'Alene.

**B. CONCLUSIONS OF LAW:**

**Based on the foregoing Findings of Fact, the City Council makes the following Conclusions of Law.**

- B1. This proposal **(is) (is not)** in conformance with the Comprehensive Plan.
- B2. The proposed Zoning Code amendment and Zone Changes **(do) (do not)** comply with the required evaluation criteria.
- B3. This proposal **(will) (will not)** have a demonstrable adverse impact on the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction.
- B4. The proposed Zoning Code amendment **(is) (is not)** in the best interest of the City and its citizens.
- B5. The proposed Zone Change for the specified properties **(is) (is not)** in the best interest of the City and its citizens.

**C. DECISION**

- C1. Pursuant to the foregoing Findings of Fact and Conclusions of Law, the City Council **(adopts) (does not adopt)** the Zoning Code amendment.
- C2. The City Council **(approves) (denies)** the zone change for the specified properties.

**Motion by , seconded by , to (approve) (deny) O-2-24. Motion .**

**ROLL CALL:**

Councilmember Wood	Voted Aye/Nay
Councilmember Gookin	Voted Aye/Nay
Commissioner Evans	Voted Aye/Nay
Commissioner English	Voted Aye/Nay
Commissioner Miller	Voted Aye/Nay

Motion carried by to vote.

---

Woody McEvers, Mayor

## *City Council Meeting*



*September 3, 2024*

## O-2-24 UNIVERSITY DISTRICT

**Applicant:** City of Coeur d'Alene

**Location:** In and near the North Idaho College Campus

**Request:** University District: Creation of a new zoning district and rezoning specified properties (zone change, text and map)



**LOCATION  
MAP:**

**Proposed  
U District  
Boundaries**

*NOTE: The map reflects  
the Planning & Zoning  
Commission's  
recommended exclusion of  
properties*



**O-2-24 UNIVERSITY DISTRICT**

**DECISION POINT:**

Should the City Council adopt Article XVII of Chapter 17.05 of the Municipal Code creating a new zoning district called University (U) District for land located in and near the North Idaho College campus and rezone specified properties?



## O-2-24 UNIVERSITY DISTRICT

### **PUBLIC HEARING NOTICES:**

- 120 notices were mailed to all properties within the proposed District boundaries (including NIC), properties within 300 feet of the external boundaries, and the NIC Trustees on August 16, 2024
- Notice was provided to all political subdivisions/pipeline companies
- Notice was published in the CDA Press on August 17 and 21, 2024
- Notices were posted on the property on August 19, 2024

## O-2-24 UNIVERSITY DISTRICT

### **BACKGROUND & HISTORY:**

U District's purpose "... is established to **support and enhance the educational environment of public institutions of higher education** in the City of Coeur d'Alene, and to allow flexible, creative development for public educational purposes.

The District is intended to **facilitate planned expansion, promote collaboration between public higher educational institutions and the local community, ensure compatibility with surrounding neighborhoods and natural resources, and preserve property within the District for public educational uses.**"

## O-2-24 UNIVERSITY DISTRICT

### **PLANNING AND ZONING COMMISSION RECOMMENDATION:**

On August 13, 2024 the Commission held a public hearing and unanimously recommended the City Council adopt the new zoning district and rezone specified properties, *excluding all properties along N. Military Drive north of W. River Avenue and the two privately-owned R-12-zoned properties on the west side of North Hubbard Avenue addressed 802 W. River Avenue and 415 N. Hubbard Avenue.*

## O-2-24 UNIVERSITY DISTRICT

### **PLANNING AND ZONING COMMISSION'S ROLE:**

#### **Coeur d'Alene Municipal Code § 17.09.130**

- Public Hearing
- Consideration of existing zoning districts
- Recommendation to City Council

#### **Idaho Code § 67-6511(c) – Local Land Use Planning Act (LLUPA)**

- Analyze proposed changes to the zoning ordinances to ensure they are not in conflict with policies of the adopted comprehensive plan.



# O-2-24 UNIVERSITY DISTRICT

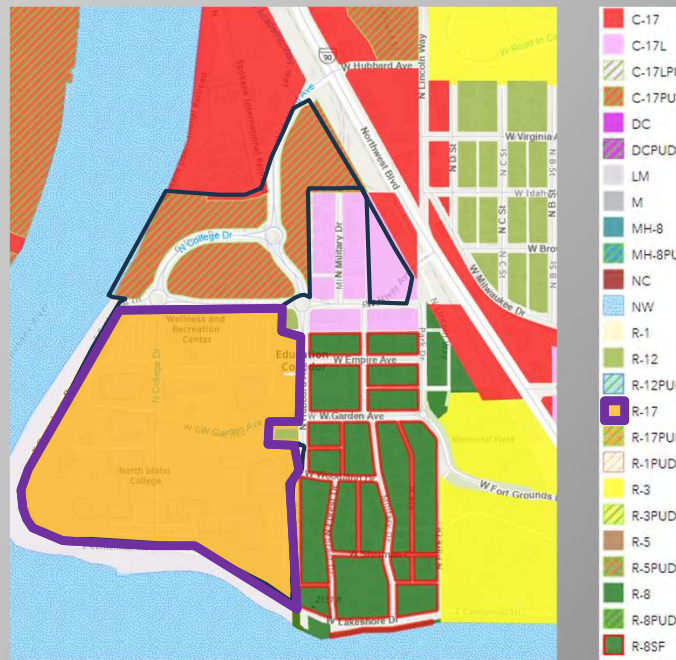
## PERFORMANCE ANALYSIS

If adopted, the new zoning district would be added to the Zoning Code (Title 17 of the Municipal Code) and the City's official zoning map would be updated to reflect the U District.

The PUD overlay would still be in effect and would be shown on the zoning map in conjunction with the U District.

## ZONING MAP

Current Zoning:  
**R-17**, C-17L and  
 C-17PUD



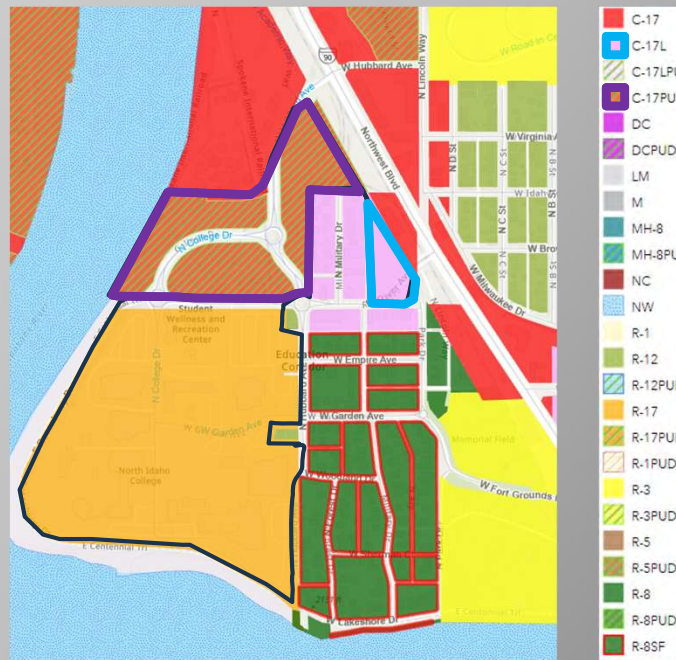
# R-17

## PERMITTED USES

	<u>principal uses</u>	<u>accessory uses</u>	<u>special use permit</u>
<p><b>Residential R-17</b> This district is intended as a medium/high residential area that permits a mix of housing types at a density of 17 dwelling units per gross acre.</p> <p>This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.</p> <p>This district is appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low density residential districts.</p>	<ol style="list-style-type: none"> <li>1. single family housing</li> <li>2. duplex housing</li> <li>3. child care facility</li> <li>4. community education</li> <li>5. home occupations as defined in Sec. 17.06.705</li> <li>6. essential services</li> <li>7. civic administrative offices</li> <li>8. multi-family housing</li> <li>9. neighborhood recreation</li> <li>10. public recreation</li> </ol>	<ol style="list-style-type: none"> <li>1. carport, garage and storage structures (attached or detached)</li> <li>2. private recreation facility (enclosed or unenclosed)</li> <li>3. mail room and/or common use room for cluster or multiple family developments.</li> <li>4. outside storage when incidental to the principal use.</li> <li>5. open areas and swimming pools.</li> <li>6. temporary construction yard.</li> <li>7. temporary real estate office.</li> <li>8. accessory dwelling unit</li> </ol>	<ol style="list-style-type: none"> <li>1. automobile parking for adjacent commercial use.</li> <li>2. boarding house</li> <li>3. commercial recreation</li> <li>4. community assembly</li> <li>5. community organization</li> <li>6. convalescent home / nursing home</li> <li>7. convenience sales</li> <li>8. group dwelling</li> <li>9. handicapped or minimal care facility</li> <li>10. juvenile offenders facility</li> <li>11. mobile home</li> <li>12. noncommercial kennel</li> <li>13. religious assembly</li> <li>14. rehabilitative facility</li> <li>15. residential density of R-34</li> <li>16.3 unit per gross acre density increase</li> <li>17. bed &amp; breakfast facility</li> <li>18. mini-storage facility</li> <li>19. commercial film production</li> </ol>

## ZONING MAP

Current Zoning:  
R-17, C-17L and C-17PUD



C-17L		
PERMITTED USES		
Commercial Limited	Principal Uses	Special Use Permit
<p>This district is intended as a low intensity commercial and residential mix district. This district permits residential development at a density of 17 units per gross acre as specified by the R-17 district.</p> <p>This district is suitable as a transition between residential and commercial zoned areas and should be located on designated collector streets or better for ease of access and to act as a residential buffer.</p>	<p><b>residential activities:</b></p> <ol style="list-style-type: none"> <li>1. single family housing (as specified in the R-8 district)</li> <li>2. duplex housing (as specified in the R-12 district)</li> <li>3. multiple family (as specified in the R-17 district)</li> <li>4. home occupation</li> <li>5. boarding house</li> <li>6. group dwelling</li> </ol> <p><b>civic activities:</b></p> <ol style="list-style-type: none"> <li>1. child care facility</li> <li>2. community assembly</li> <li>3. community education</li> <li>4. essential service</li> <li>5. handicapped or minimal care facility</li> <li>6. hospital / health care</li> </ol>	<ol style="list-style-type: none"> <li>7. juvenile offenders facility</li> <li>8. neighborhood recreation</li> <li>9. nursing / convalescent homes</li> <li>10. public recreation</li> <li>11. rehabilitative facility</li> <li>12. religious assembly</li> </ol> <p><b>service activities:</b></p> <ol style="list-style-type: none"> <li>1. automobile parking when serving an adjacent business or apartment</li> <li>2. administrative &amp; professional offices</li> <li>3. banks &amp; financial institutions</li> <li>4. personal service establishments</li> <li>5. commercial film production</li> </ol> <p><b>accessory uses:</b></p> <ol style="list-style-type: none"> <li>1. carport, garage, and storage structures (attached or detached)</li> <li>2. private recreation facility (enclosed or unenclosed)</li> <li>3. management office</li> <li>4. outside storage when incidental to the principle use</li> <li>5. open areas and swimming pools</li> <li>6. temporary construction yard</li> <li>7. temporary real estate office</li> <li>8. apartment for resident caretaker</li> <li>9. accessory dwelling units</li> </ol>

C-17		
PERMITTED USES		
Commercial	Principal Uses	Special Use Permit
<p>This district is intended as a broad spectrum commercial district that permits limited service, wholesale / retail, and heavy commercial in addition to allowing residential development at a density of 17 units per gross acre.</p> <p>This district should be located adjacent to arterials; however, joint access developments are encouraged.</p>	<p><b>residential activities:</b></p> <ol style="list-style-type: none"> <li>1. single family housing (as specified in the R-8 district)</li> <li>2. duplex housing (as specified in the R-12 district)</li> <li>3. multiple family (as specified in the R-17 district)</li> <li>4. home occupation</li> <li>5. boarding house</li> <li>6. group dwelling</li> </ol> <p><b>civic activities:</b></p> <ol style="list-style-type: none"> <li>1. child care facility</li> <li>2. community assembly</li> <li>3. community education</li> <li>4. community organization</li> <li>5. essential service</li> <li>6. handicapped or minimal care facility</li> <li>7. hospital / health care</li> <li>8. juvenile offenders facility</li> <li>9. neighborhood recreation</li> <li>10. nursing / convalescent homes</li> <li>11. public recreation</li> <li>12. rehabilitative facility</li> <li>13. religious assembly</li> </ol> <p><b>sales activities:</b></p> <ol style="list-style-type: none"> <li>1. ag. supplies &amp; commodity sales</li> <li>2. automobile &amp; accessory sales</li> <li>3. business supply retail sales</li> <li>4. construction retail sales</li> <li>5. convenience sales</li> <li>6. department stores</li> <li>7. farm equipment sales</li> <li>8. food &amp; beverage sales, (on &amp; off site consumption)</li> <li>9. retail gasoline sales</li> <li>10. home furnishing retail sales</li> <li>11. finished goods retail sales</li> <li>12. specialty retail sales</li> </ol>	<p><b>service activities:</b></p> <ol style="list-style-type: none"> <li>1. administrative &amp; professional offices</li> <li>2. automotive fleet storage</li> <li>3. automotive parking</li> <li>4. automobile rental</li> <li>5. automobile repair &amp; cleaning</li> <li>6. banks &amp; financial institutions</li> <li>7. building maintenance service</li> <li>8. business support service</li> <li>9. commercial film production</li> <li>10. commercial recreation</li> <li>11. communication service</li> <li>12. consumer repair service</li> <li>13. convenience service</li> <li>14. funeral service</li> <li>15. general construction service</li> <li>16. group assembly</li> <li>17. health, commercial &amp; recreational</li> <li>18. laundry service</li> <li>19. motel/hotel</li> <li>20. mini-storage facility</li> <li>21. personal service establishments</li> <li>22. veterinary clinic (indoor)</li> </ol> <p><b>accessory uses:</b></p> <ol style="list-style-type: none"> <li>1. carport, garage and storage structures (attached or detached)</li> <li>2. private recreation facility (enclosed or unenclosed)</li> <li>3. management office</li> <li>4. open areas and swimming pools</li> <li>5. temporary construction yard</li> <li>6. temporary real estate office</li> <li>7. apartment for resident caretaker</li> <li>8. accessory dwelling unit</li> </ol>

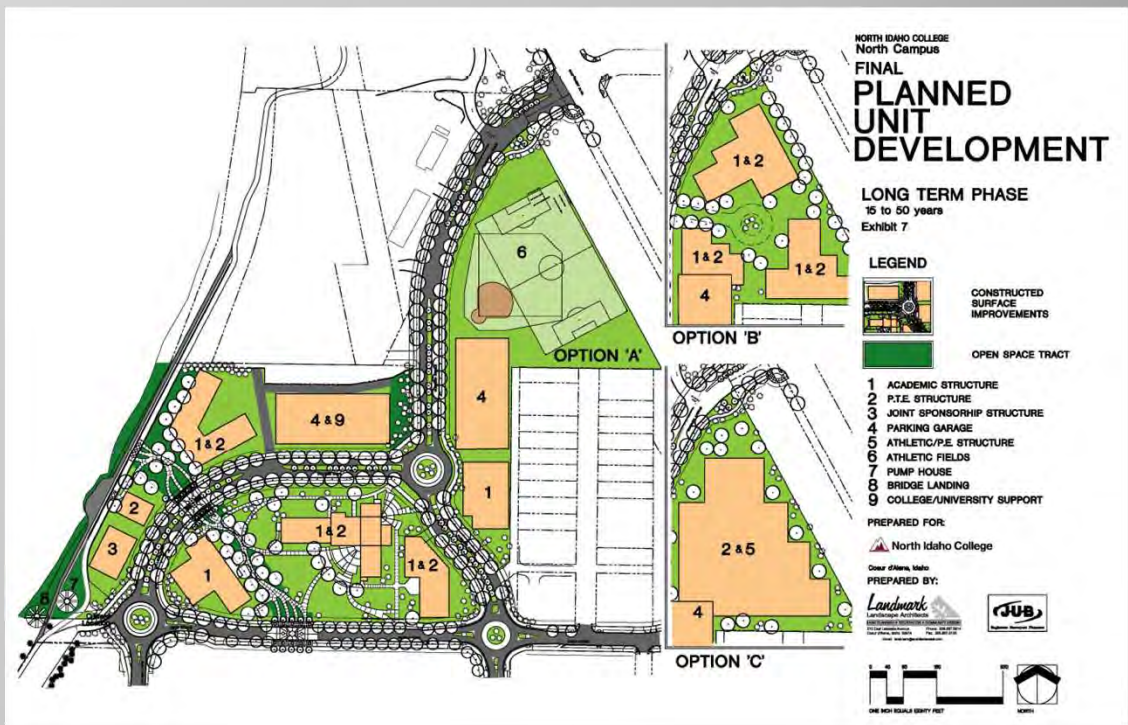
## NORTH IDAHO COLLEGE North Campus Final P.U.D. Submittal

PREPARED FOR:  
**NORTH IDAHO COLLEGE**  
1000 W. GARDEN AVENUE  
Coeur d'Alene, Idaho

PREPARED BY:  
**Landmark**  
Landscape Architects  
210 East Lakeside Avenue  
Coeur d'Alene, Idaho



NOVEMBER 2012



If adopted and the subject properties are rezoned, the existing zoning districts (R-17 and C-17PUD) would be replaced with the **U District** designation

The existing Planned Unit Development (PUD) for North Idaho College would remain in place



## O-2-24 UNIVERSITY DISTRICT

### **Permitted Uses**

- Principal
- Accessory
- Special Use Permit – (*public hearing requirement*)

### **Planned Unit Development:**

- This District shall overlay any approved Planned Unit Developments (PUD) in the District.
- To the extent not inconsistent with any applicable PUD approval, the standards of this Chapter shall apply to all property in the District.



## O-2-24 UNIVERSITY DISTRICT

### **Prohibited Uses:**

- Industrial and commercial activities not directly associated with educational functions
- Residential developments not intended for student or faculty housing
- Privately-owned residential, condominium, townhouses, or other non-educational residential development
- Additional Prohibited Uses that may be identified by the Planning Director as being nonconforming with the purpose and/or intent of the District

## O-2-24 UNIVERSITY DISTRICT

### **Development Standards**

- Height limit: 45 feet
- Setbacks for nonresidential and residential uses
- Parking

### **Variances**

- Partially waive off street parking and/or lot coverage requirements for commercial developments with common parking
- Building heights over 45 feet



## Comprehensive Plan Analysis



### Higher Education

Coeur d'Alene is home to the main campus of North Idaho College (NIC) and branch campuses of the University of Idaho (U of I), Boise State University, and Lewis-Clark State College (LCSC). Since its founding in 1933, NIC has been located in the Fort Grounds and offers an assortment of academic, professional, and workforce training programs. Degrees are offered in Business Administration, Communication Arts, General

Studies, Justice Studies, Nursing (BSN), and Social Work (BSW). The U of I branch campus was established in 1981 and provides a wide variety of educational opportunities. Degree programs include elementary education, K-12 physical education, K-12 special education, and environmental science. The U of I also offers graduate programs in education, educational administration, counseling and human services, and vocational teacher and adult education. The U of I also collaborates with a variety of educational institutions and community groups for educational and research projects, including technology development at the University of Idaho Research Park.

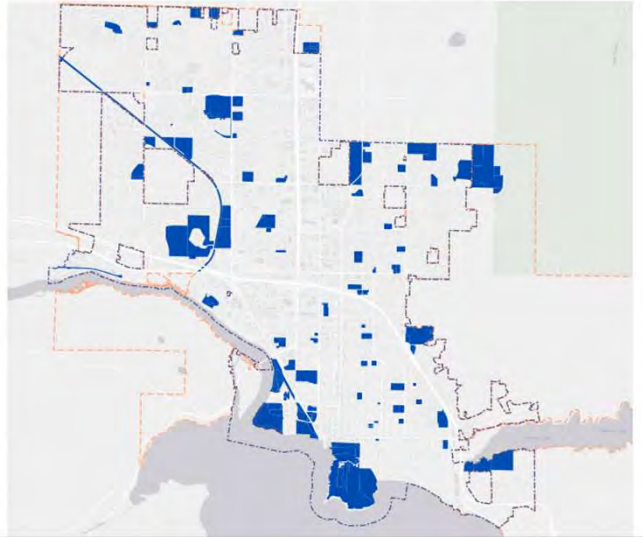
# Comprehensive Plan Analysis

## Place Types

### Civic

Civic places are typically publicly-owned spaces such as parks, cemeteries, public facilities (e.g. Library, City Hall) that have a civic function for the Coeur d'Alene community. Civic uses, in limited instances, may also include private open space located within a planned development. Schools and education facilities are considered Civic places.

Compatible Zoning: Not Applicable. Civic Uses may be located in any Place Type.



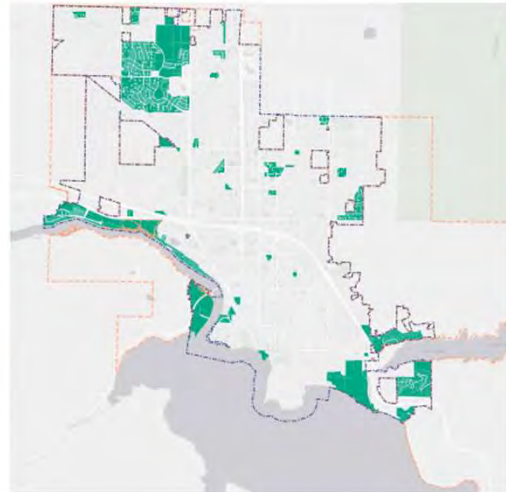
# Comprehensive Plan Analysis

## Place Types

### Planned Development

Planned Development places are locations that have completed the planned unit development application process. As part of that process, the City and the applicant have agreed to a determined set of complementary land uses that can include a number of Place Types. Large scale Planned developments often have a determined phasing and development plan and may include land uses such as housing, recreation, commercial centers, civic, and industrial parks, all within one contained development or subdivision. Building design and scale, transportation, open space, and other elements are approved through the City of Coeur d'Alene's PUD evaluation process.

Compatible Zoning: Not applicable. Planned Development may occur within any Place Type (1.5 acre minimum).



## Special Areas

### Education Corridor Master Plan



Coeur d'Alene is the home of North Idaho College (NIC) and branch campuses of the University of Idaho (U of I), Boise State University (BSU), and Lewis-Clark State College (LCSC). The Education Corridor Master Plan encompasses a 49-acre site located on the east bank of the Spokane River, about half a mile north of downtown and just south of US 95. The four schools commonly share facilities and so the Education Corridor Master Plan provides a physical framework for the redevelopment of the adjacent mill site and the creation of a campus that would be shared by the partner institutions.

The Spokane River and Lake Coeur d'Alene constrain access to the site from the west and the south and the area has limited pedestrian, bicycle, and transit access, which contributes to poor circulation and issues with both traffic and parking. The key elements of the plan include: major north-south and east-west axes: a college main street and the River of Pines; improvements to access, circulation, and parking; construction and implementation of signage, wayfinding, and gateways; provision of transportation options; public space improvements; and the creation of an image and identity. The plan also proposes to rezone portions of the planning area and encourages the creation of design guidelines.

### North Idaho College - North Campus Planned Unit Development



The North Idaho College North Campus Planned Unit Development (PUD) measures 18.78 acres and envisions a series of temporary site uses on the approved development lots and tracts that will transition over time to more permanent uses.

The PUD splits development into three phases to occur over the next 50 years. Near term improvements include connectivity and parking improvements as well as irrigation and landscaping installation. Mid-term improvements include a new shared education building between partner institutions, construction of additional parking, and a community garden. Anticipated long term improvements include full build-out of campus facilities on all the development lots. These include a potential mix of academic, PTE, and multi-use facilities in support of ongoing college programming.

## Comprehensive Plan Analysis

### Education & Learning

#### Goal EL 3

Provide an educational environment that provides open access to resources for all people.

#### OBJECTIVE EL 3.2

Provide abundant opportunities for and access to lifelong learning, fostering mastery of new skills, academic enrichment, mentoring programs, and personal growth.

#### OBJECTIVE EL 3.3

Support educators in developing and maintaining high standards to attract, recruit, and retain enthusiastic, talented, and caring teachers and staff.



# Comprehensive Plan Analysis

## Goal EL 4

Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.

### OBJECTIVE EL 4.1

Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d'Alene's growing population.

### OBJECTIVE EL 4.2

Enhance partnerships among local higher education institutions and vocational schools, offering an expanded number of degrees and increased diversity in graduate level education options with combined campus, classroom, research, and scholarship resources that meet the changing needs of the region.



# Comprehensive Plan Analysis

**Objective EL 4.2** Enhance partnerships among local higher education institutions and vocational schools, offering an expanded number of degrees and increased diversity in graduate level education options with combined campus, classroom, research, and scholarship resources that meet the changing needs of the region.

Action EL 4.2.J01	Support on and off campus student and employee housing along with the creation of temporary transitional housing opportunities for new employees coming to the area to meet the housing needs of students, faculty and staff.	1-5 Years	Joint - City of Coeur d'Alene & CDA2030	North Idaho College	North Idaho Higher Education	Planning
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# Comprehensive Plan Analysis

## Community & Identity

### Goal CI 1

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

#### OBJECTIVE CI 1.1

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



# Comprehensive Plan Analysis

## Environment & Recreation

### Goal ER 1

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

#### OBJECTIVE ER 1.1

Manage shoreline development to address stormwater management and improve water quality.



# Comprehensive Plan Analysis

## Growth & Development

### Goal GD 1

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

#### OBJECTIVE GD 1.5

Recognize neighborhood and district identities.

#### OBJECTIVE GD 1.6

Revitalize existing and create new business districts to promote opportunities for jobs, services, and houses, and ensure maximum economic development potential throughout the community.

#### OBJECTIVE GD 1.7

Increase physical and visual access to the lakes and rivers.



# Comprehensive Plan Analysis

### Goal GD 2

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

#### OBJECTIVE GD 2.2

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

### Goal GD 4

Protect the visual and historic qualities of Coeur d'Alene

#### OBJECTIVE GD 4.1

Encourage the protection of historic buildings and sites.



# Comprehensive Plan Analysis

## Jobs & Economy

### Goal JE 1

Retain, grow, and attract businesses.

### Goal JE 3

Enhance the Startup Ecosystem

#### OBJECTIVE JE 3.4

Expand partnerships with North Idaho College, such as opportunities to use the community maker space and rapid prototyping (North Idaho College Venture Center and Gizmo) facilities.



## O-2-24 UNIVERSITY DISTRICT

### FINANCIAL ANALYSIS:

There is no significant financial impact to the City, NIC or partner institutions affected by this request. The proposed ordinance is in support of the mission of NIC and its partners and provides further guidance and clarity to the allowed *and existing* uses, which is consistent with the adopted Education Corridor Master Plan and NIC's approved Planned Unit Development.

Further, by excluding all properties along North Military Drive north of W. River Avenue and the two privately-owned R-12-zoned properties on the west side of North Hubbard Avenue, it removed the concern of creating legal nonconforming uses.



# O-2-24 UNIVERSITY DISTRICT

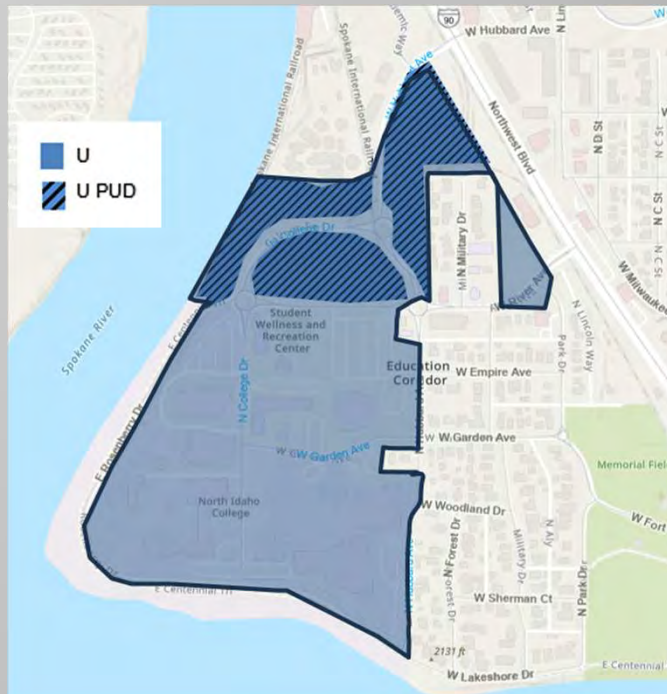
## DECISION POINT / RECOMMENDATION:

The City Council should make Findings to:

- Adopt Article XVII of Chapter 17.05 of the Municipal Code creating the new U District zoning district and rezone specified properties, or
- Adopt the new Article with amendments and rezone specified properties, or
- Reject the new Article and not rezone specified properties



## Proposed U District Boundaries



ORDINANCE NO. \_\_\_\_  
COUNCIL BILL NO. 24-1013

AN ORDINANCE CREATING A NEW ARTICLE XVII IN CHAPTER 17.05 OF THE COEUR D'ALENE MUNICIPAL CODE, ESTABLISHING A UNIVERSITY DISTRICT (U); PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendment be adopted;

NOW, THEREFORE,

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

**SECTION 1.** *That Article XVII of Chapter 17.05 of the Coeur d'Alene Municipal Code is created as follows:*

**17.05.1300: GENERALLY:**

A. The University (U) District is established to support and enhance the educational environment of public institutions of higher education in the City of Coeur d'Alene, and to allow flexible, creative development for public educational purposes. The District is intended to facilitate planned expansion, promote collaboration between public higher educational institutions and the local community, ensure compatibility with surrounding neighborhoods and natural resources, and preserve property within the District for public educational uses.

B. This District allows for a mix of uses that support the residential, retail, and service functions of public higher education campuses.

**17.05.1310: UNIVERSITY DISTRICT CREATED:**

District Boundaries:

A. All property north of the high water mark of Lake Coeur d'Alene and east of the high water mark of the Spokane River, which lies west of and includes N. Hubbard Street, except any public right-of-way, and south of W. River Avenue; ~~and~~ and

B. All property north of W. River Avenue east of the high water mark of the Spokane River and west of, and including, the parcel bearing the legal description of North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-015), and south of the City of Coeur d'Alene property utilized for the Advanced Wastewater Treatment Plant; ~~and~~ and

C. That parcel lying east of W. Hubbard Street bearing the legal description North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-012); and

D. That parcel lying east of W. Hubbard Avenue and north of W. River Avenue ~~All property north of W. River Avenue east of the parcel~~ bearing the legal description of North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-015), ~~including all properties along N. Military Drive,~~ and ~~including~~ parcels bearing the legal description of Fort Sherman Aband Mil Res. TAX#23504 IN LT 14 1450N04W and Fort Sherman Aband Mil Res. TAX#23200 IN LT 14 1450N04W; but excluding

E. All parcels on N. Military Drive north of W. River Avenue and the two parcels zoned R-12 on the west side of N. Hubbard Avenue bearing the addresses 802 W. River Avenue and 415 N. Hubbard Avenue.

~~EF.~~ This District shall overlay any approved Planned Unit Developments (PUD) in the District. To the extent not inconsistent with any applicable PUD approval, the standards of this Chapter shall apply to all property in the District.

**17.05.1320: STANDARDS:**

A. All uses permitted within the U District shall primarily serve the students, faculty, employees, and alumni of the affiliated institutions, or support educational, arts, athletic, or cultural events and offerings of the public higher educational institutions.

B. Cultural and academic events, conferences, and gatherings contributing to the intellectual and cultural vibrancy of the District are permitted.

C. Research and innovation centers are encouraged, provided they promote collaboration between the university and the local community.

**17.05.1330: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in the U Zoning District shall be as follows:

Administrative, including offices for faculty, staff, and operational purposes

Automotive Parking Activities

Business Supply Retail Sales

Business Support Services, including maintenance facilities supporting campus operations

Cell phone towers that are fully stealth and that support at least three (3) carriers and/or other uses outside of the permitted uses scope listed herein, meets the standards for height by zone and 200'

distance from the nearest residential unit as prescribed in the Wireless Communication Facilities Regulations, and determined to conform to the purpose and/or intent of the District

Childcare Facility

Commercial Film Production

Communication Services

Community Assembly

Community Education

Convenience Sales

Convenience Services

Educational Activities, including classrooms, lecture halls, laboratories, libraries and research facilities

Essential Services

Faculty Housing

Food and Beverage Sales/Off-Site Consumption

Food and Beverage Sales/On-Site Consumption

Group Assembly, including student union facilities, performing arts venues

Neighborhood Recreation

Professional and Administrative Offices, including student health centers, student wellness and recreation centers

Public Recreation, including gymnasiums, sports fields, community gardens, equipment rentals

Specialty Retail Sales, including bookstore

Student Housing, such as Single-family detached housing, duplex housing, and multiple-family housing

**17.05.1340: PERMITTED USES; ACCESSORY:**

Accessory Dwelling Units for student or faculty housing

Automobile Parking

Garage or carport (attached or detached)

Mailroom and/or common use room for multiple-family developments or Community Education

Open areas and swimming pools

Outside storage when incidental to the principal use

Other accessory uses directly associated with educational functions

**17.05.1350: PERMITTED USES; SPECIAL USE PERMIT:**

Bed and breakfast facility

Boarding House

Home Occupation

Hotel/Motel when integral to Community Education

**17.05.1360: PROHIBITED USES:**

A. Industrial and commercial activities not directly associated with educational functions.

B. Residential developments not intended for student or faculty housing.

C. Privately-owned residential, condominiums, townhouses, or other non-educational residential development.

D. Additional Prohibited Uses: In addition to the prohibited uses listed in within this section, any other uses that the Planning Director determines are not in conformity with the purpose and/or intent of the District are prohibited. The decision of the Planning Director may be appealed by following the administrative appeal procedure found in Municipal Code §§ 17.09.705 through 17.09.715.

**17.05.1370: OTHER DEVELOPMENT STANDARDS:**

1. Height restrictions: Buildings shall not exceed forty-five feet (45') feet, unless a variance is approved by the Planning and Zoning Commission or as prescribed in the PUD.

2. Minimum Yards for nonresidential activities:

A. Any Street Frontage: All frontages shall provide twenty feet (20').

B. Side, Interior: The interior side yard requirement shall be ten feet (10').

C. Rear: The rear yard requirement shall be ten feet (10').

- C. All U District uses shall remain twenty-five feet (25') feet from any residential property lines not associated with an educational use.
3. Minimum Yards for residential uses in this District are subject to the site performance standards for the R-17 Zoning District.
4. Parking requirements: Adequate parking shall be provided for all developments based on established standards per a campus-style review process. Public parking along E. Rosenberry Drive (W. Lakeshore Dr./Dike Road) shall not be included in campus parking calculations.
5. A variance may be granted to partially waive off street parking and/or lot coverage requirements for commercial developments utilizing common parking.

**SECTION 2.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

**SECTION 4.** After its passage and adoption, a summary of this Ordinance, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication this Ordinance shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on September 3, 2024.*

APPROVED, ADOPTED and SIGNED this 3<sup>rd</sup> day of September, 2024.

---

Woody McEvers, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Creating a new Article XVII in Chapter 17.05 of the Municipal Code

AN ORDINANCE CREATING A NEW ARTICLE XVII IN CHAPTER 17.05 OF THE COEUR D'ALENE MUNICIPAL CODE, ESTABLISHING A UNIVERSITY DISTRICT (U); PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Renata McLeod, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Creating A New Article XVII in Chapter 17.05 of the Coeur D'Alene Municipal Code, establishing a University District (U) of the Coeur d'Alene Municipal Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 3<sup>rd</sup> day of September, 2024.

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Randall R. Adams, City Attorney



ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 24-014

AN ORDINANCE AMENDING THE ZONING CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-17, C-17L, and C17 TO U: ALL PROPERTIES NORTH OF THE HIGH WATER MARK OF LAKE COEUR D'ALENE AND EAST OF THE HIGH WATER MARK OF THE SPOKANE RIVER, WHICH LIE WEST OF AND INCLUDE N. HUBBARD STREET, EXCEPT ANY PUBLIC RIGHT-OF-WAY, AND SOUTH OF W. RIVER AVENUE; ALL PROPERTIES NORTH OF W. RIVER AVENUE EAST OF THE HIGH WATER MARK OF THE SPOKANE RIVER AND WEST OF, AND INCLUDING, THE PARCEL BEARING THE LEGAL DESCRIPTION OF NORTH IDAHO COLLEGE SUB, LT. 1 BLK. 5 (PTN IN TCA 001-015), AND SOUTH OF THE CITY OF COEUR D'ALENE PROPERTY UTILIZED FOR THE ADVANCED WASTEWATER TREATMENT PLANT; THAT PARCEL LYING EAST OF W. HUBBARD STREET BEARING THE LEGAL DESCRIPTION NORTH IDAHO COLLEGE SUB, LT. 1 BLK. 5 (PTN IN TCA 001-012); THAT PARCEL LYING EAST OF W. HUBBARD AVENUE AND NORTH OF W. RIVER AVENUE BEARING THE LEGAL DESCRIPTION OF NORTH IDAHO COLLEGE SUB, LT. 1 BLK. 5 (PTN IN TCA 001-015); AND PARCELS BEARING THE LEGAL DESCRIPTION OF FORT SHERMAN ABAND MIL RES. TAX#23504 IN LT 14 1450N04W AND FORT SHERMAN ABAND MIL RES. TAX#23200 IN LT 14 1450N04W. PROPERTY EXCLUDED FROM THIS REZONE ARE: ALL PARCELS ON N. MILITARY DRIVE NORTH OF W. RIVER AVENUE, AND THE TWO PARCELS ZONED R-12 ON THE WEST SIDE OF N. HUBBARD AVENUE BEARING THE ADDRESSES 802 W. RIVER AVENUE AND 415 N. HUBBARD AVENUE. THIS DISTRICT SHALL OVERLAY ANY APPROVED PLANNED UNIT DEVELOPMENTS (PUD) IN THE DISTRICT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted.

NOW, THEREFORE,

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

**SECTION 1.** That the following described property, to wit:

All properties north of the high water mark of Lake Coeur d'Alene and east of the high water mark of the Spokane River, which lie west of and include N. Hubbard Street, except any public right-of-way, and south of W. River Avenue; all properties north of W. River Avenue east of the high water mark of the Spokane River and west

of, and including, the parcel bearing the legal description of North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-015), and south of the City of Coeur d'Alene property utilized for the Advanced Wastewater Treatment Plant; that parcel lying east of W. Hubbard Street bearing the legal description North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-012); that parcel lying east of W. Hubbard Avenue and north of W. River Avenue bearing the legal description of North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-015); and parcels bearing the legal description of Fort Sherman Aband Mil Res. TAX#23504 IN LT 14 1450N04W and Fort Sherman Aband Mil Res. TAX#23200 IN LT 14 1450N04W.

is hereby changed and rezoned from R-17, C-17L, and C17 to U. Properties excluded from this rezone are: all parcels on N. Military Drive north of W. River Avenue, and the two parcels zoned R-12 on the west side of N. Hubbard Avenue bearing the addresses 802 W. River Avenue and 415 N. Hubbard Avenue. This District shall overlay any approved Planned Unit Developments (PUD) in the District,

**SECTION 2.** That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

**SECTION 3.** That the Planning Director is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene, and shall make an electronic copy available on the City's website.

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

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

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on September 3, 2024.*

APPROVED this 3<sup>rd</sup> day of September 2024.

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Woody McEvers, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE ZONING CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-17, C-17L, and C17 TO U,: ALL PROPERTIES NORTH OF THE HIGH WATER MARK OF LAKE COEUR D'ALENE AND EAST OF THE HIGH WATER MARK OF THE SPOKANE RIVER, WHICH LIE WEST OF AND INCLUDE N. HUBBARD STREET, EXCEPT ANY PUBLIC RIGHT-OF-WAY, AND SOUTH OF W. RIVER AVENUE; ALL PROPERTIES NORTH OF W. RIVER AVENUE EAST OF THE HIGH WATER MARK OF THE SPOKANE RIVER AND WEST OF, AND INCLUDING, THE PARCEL BEARING THE LEGAL DESCRIPTION OF NORTH IDAHO COLLEGE SUB, LT. 1 BLK. 5 (PTN IN TCA 001-015), AND SOUTH OF THE CITY OF COEUR D'ALENE PROPERTY UTILIZED FOR THE ADVANCED WASTEWATER TREATMENT PLANT; THAT PARCEL LYING EAST OF W. HUBBARD STREET BEARING THE LEGAL DESCRIPTION NORTH IDAHO COLLEGE SUB, LT. 1 BLK. 5 (PTN IN TCA 001-012); THAT PARCEL LYING EAST OF W. HUBBARD AVENUE AND NORTH OF W. RIVER AVENUE BEARING THE LEGAL DESCRIPTION OF NORTH IDAHO COLLEGE SUB, LT. 1 BLK. 5 (PTN IN TCA 001-015); AND PARCELS BEARING THE LEGAL DESCRIPTION OF FORT SHERMAN ABAND MIL RES. TAX#23504 IN LT 14 1450N04W AND FORT SHERMAN ABAND MIL RES. TAX#23200 IN LT 14 1450N04W. PROPERTY EXCLUDED FROM THIS REZONE ARE: ALL PARCELS ON N. MILITARY DRIVE NORTH OF W. RIVER AVENUE, AND THE TWO PARCELS ZONED R-12 ON THE WEST SIDE OF N. HUBBARD AVENUE BEARING THE ADDRESSES 802 W. RIVER AVENUE AND 415 N. HUBBARD AVENUE. THIS DISTRICT SHALL OVERLAY ANY APPROVED PLANNED UNIT DEVELOPMENTS (PUD) IN THE DISTRICT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814, IN THE OFFICE OF THE CITY CLERK.

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Renata McLeod, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, amending the Zoning Code of the City of Coeur d'Alene, Kootenai County, Idaho, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, by changing certain described property from R-17, C-17L, and C-17 to U, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 3<sup>rd</sup> day of September, 2024.

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Randall R. Adams, City Attorney