



Coeur d'Alene

CITY COUNCIL MEETING

May 16, 2023

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

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

WELCOME

To a Regular Meeting of the
Coeur d'Alene City Council

Held in the Library Community Room: 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.

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.

May 16, 2023

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: None scheduled

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.

*****ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS, UNLESS NOTED OTHERWISE**

E. ANNOUNCEMENTS

1. City Council
2. Mayor – Appointment of Mic Armon to the Ignite CDA Board.

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

1. Approval of Council Minutes for the May 2 and May 8, 2023, Council Meetings.
2. Approval of Bills as Submitted.

3. Approval of Financial Report.
4. Approval of the repurchase of a Cemetery lot from Sarah Hietala; Section K, Block 4, Lot 4, Forest Cemetery

G. PUBLIC COMMENTS: Non-action item (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. OTHER BUSINESS:

1. **Resolution No. 23-031** – Approving a Purchase Contract with Badger Meter, Inc. for MCOP Water Meters, Registers, and Endpoints.

Staff Report by: Kyle Marine, Assistant Water Director

2. **Resolution No. 23-032** – Approving the acceptance of a Source Water Protection Grant from the Idaho Department of Environmental Quality.

Staff Report by: Kyle Marine, Assistant Water Director

3. **Resolution No. 23-033** – Approving the Destruction of Records in Accordance with the City’s Records Retention Schedule from the Police, Streets and Engineering, Municipal Services (including Mayor and Administration files), and Finance Departments.

Staff Report by: Renata McLeod, Municipal Services Director

4. **Resolution No. 23-034** – Approving an Agreement with the Downtown Association for the Car d’ Lane Event.

Staff Report by: Renata McLeod, Municipal Services Director

5. **Resolution No. 23-035** – Approving Change Order #1 to the Contract with Poe Asphalt Paving, Inc. for the 2023 Chip Seal project.

Staff Report by: Todd Feusier, Streets and Engineering Director

6. **Resolution No. 23-036** – Approving an agreement with Interstate Concrete and Asphalt for the Prairie Trail from Huetter to Meyer Road in the amount of \$221,226.10.

Staff Report by: Monte McCully, Trails Coordinator

I. ADJOURNMENT

ANNOUNCEMENTS

Memo to Council

DATE: May 8, 2023

RE: Appointment to Boards/Commissions/Committees

The following appointment is presented for your consideration for the May 16, 2023, Council Meeting:

MIC ARMON

ignite cda (Appointment)

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk
Scott Hoskins, ignite cda Chairman

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

May 2, 2023

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 May 2, 2023, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

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

PRESENTATION: Mayor Hammond read and proclaimed May as Bike to Work Month within the City of Coeur d'Alene. Pedestrian and Bicycle Advisory Committee City Liaison Monte McCully and Committee Member Dave Passaro accepted the proclamation. Mr. Passaro thanked the Mayor and Council for the proclamation and provided a short presentation on Bike Month activities the Pedestrian and Bicycle Advisory Committee had planned for May. He said they encouraged everyone to bike to work and explained the many benefits of biking. He invited the community to join in for the festivities and encouraged Council to bike to their next meeting on May 16, and everyone to bike to work on Friday, May 19.

Mayor Hammond said he had been asked to read a proclamation for Pride in the Park at their June event and wanted to read a short excerpt of the proclamation to note that the City of Coeur d'Alene has enacted legislation prohibiting discrimination on the basis of sexual orientation and gender identity/expression.

ANNOUNCEMENTS:

Councilmember English said he had met with Mr. Fillmore of the Dark Sky Organization and had received sample ordinances he would be sharing with Council at a later time. He noted he had attended the Crisis Intervention Team training provided by the City of Meridian's Police Department, it was very informative, and he saw the potential of the training. He would be checking in with the City's Police Department to see if the training would be beneficial to them as well.

Councilmember McEvers reminded everyone to vote on May 16, and hopefully support School District #271's levy.

Councilmember Gookin noted the City's sewer bill rates had gone up which was due to the recently updated fees. He said he was supportive of the changes on how rates were determined as previously some users were subsidizing other low users. He said in regard to upcoming events he had previously asked staff to look into event fees as he felt there was an unfair burden on city resources and asked if there had been any updates.

CONSENT CALENDAR:

1. Approval of Council Minutes for the April 18, 2023, Council Meeting.
2. Approval of General Services/Public Works Committee Meeting Minutes for April 24, 2023.
3. Approval of Bills as Submitted.
4. Authorization of the Abandonment of Easement through Sunrise Addition
5. **Resolution No. 23-026:** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING THE FOLLOWING: AGREEMENT WITH NORTH IDAHO BMX, INC., D/B/A CHERRY HILL BMX, FOR RACES AND EVENTS AT CHERRY HILL PARK; AGREEMENT WITH THE COEUR D'ALENE DOWNTOWN ASSOCIATION, INC., TO PERFORM CERTAIN SPECIFIED DUTIES WITHIN THE DOWNTOWN CORE FOR THE AMOUNT OF \$63,000.00 ANNUALLY; MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY FOR A FIVE-YEAR, FIXED FEE STRUCTURE FOR USE OF THE SPILLMAN PUBLIC SAFETY SYSTEM; INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING PROGRAM WITH H-GAC; AND DONATION AGREEMENT WITH KOOTENAI COUNTY FIRE & RESCUE (KCFR) FOR THE USED SCBAS TO KCFR AND A 2017 FORD EXPLORER SUV TO THE CITY
6. **Resolution No. 23-027** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CONSENTING TO THE CONTINUATION OF THE FRANCHISE AGREEMENT BETWEEN FATBEAM, LLC, AND THE CITY OF COEUR D'ALENE AFTER THE ACQUISITION OF FATBEAM, LLC, BY BASALT INFRASTRUCTURE PARTNERS LLC, PURSUANT TO THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT DATED DECEMBER 20, 2022

MOTION: Motion by McEvers, seconded by Miller, to approve the Consent Calendar as presented, including **Resolutions No. 23-026 and 23-027.**

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

PUBLIC COMMENTS:

Justin O'Connell, Coeur d'Alene, made comments in regard to political issues.

Shon Hocker, Coeur d'Alene, thanked the Mayor and Council for all they did for the citizens of Coeur d'Alene. He thanked them in advance for their consideration of the resolution in support of the CDA School District levy vote. He noted the levy was important and funded 25% of operating expenses. He said the District was a top achiever but there was additional work to do in their pursuit of academic excellence.

Randy Neal, Coeur d'Alene, read Idaho Code § 74-604, Public Funds Prohibited, which prohibits the use of public property or resources to advocate for or against a candidate or ballot measure. He said the levy wasn't the dire situation the school would have one believe as Governor Little's budget had increased school funding. He noted there were those in the community who were vulnerable and lived on a budget. He said the school district had asked for additional funding over the amount of the previous levy and wouldn't even consider a lower amount.

Caylee Neal, Coeur d'Alene, stated the school district levy was for \$25 million, and the school already received adequate funding from the state. She noted it wasn't fair to threaten the kids with no school activities if the levy failed.

RESOLUTION NO. 23-028

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, URGING ALL CITIZENS TO REGISTER TO VOTE AND TO CAST A BALLOT IN SCHOOL DISTRICT NO. 271'S SUPPLEMENTAL LEVY ELECTION ON MAY 16, 2023, AND EXPRESSING SUPPORT FOR THE LEVY AND THE SCHOOL DISTRICT.

STAFF REPORT: Troy Tymesen, City Administrator requested the Council adopt the Resolution urging citizens to vote in the upcoming Supplemental School Levy election and supporting the work of School District No. 271 in educating the communities children. He said School District No. 271 was the 6th largest school district in the State of Idaho and the second largest employer in Kootenai County, encompassing much of the County and serving over 10,000 students in 19 schools. He noted it had a nearly 90% graduation rate, and offered advanced placement and career/technical programs. He said the ten-year safety and maintenance levy failed in an election held in August 2022, with fewer than 11,000 voting. This represented a voter turnout of roughly 17%. The levy would have provided funds for deferred maintenance projects, including replacement of aging heating and cooling systems, roofs, water heaters, flooring, sound systems, alarm systems, door locks, and security cameras. He noted the indefinite supplemental levy for operations and five-year levy for safety and maintenance were also defeated in the March 2023 election which saw a voter turnout of only about 28%. The supplemental levy for operations and maintenance was intended to replace the current 2-year levy which expires on June 30, 2023, and would have provided approximately 25% of the School District's operating budget as the State of Idaho only provides funding to cover about 75% of the operating budget. Operating costs for the School District include such things as the CDA Police Department's School Resource Officers and additional security, services and supplies, textbooks and learning materials, staff training, school nurses and mental health support, libraries and special education services, technology and software, maintenance and transportation, athletics and extracurricular activities, and compensation for teachers and staff. He said that following the defeat of the March levies, the

School District Board of Trustees declared a financial emergency on April 21, 2023. The declaration, according to the Board, paves the way for significant operating budget cuts in the coming year and, in an effort to avoid those cuts, the School District had proposed a new supplemental levy for two (2) years at \$25 million per year. The election for that levy will be on May 16, 2023. He explained that under the levy that expires on June 30, \$76.17 per \$100,000 of taxable assessed value has been added to a homeowner's property tax bill. If the proposed supplemental levy is approved, the tax is expected to increase by \$19.04 per \$100,000 of taxable assessed value for the first year, or 19 cents per \$1,000. For a house assessed at \$300,000, the tax under the current levy is \$168.00 per year. If the new levy passes, the tax would be \$201.25, an increase of less than \$4 per month. He said that if the supplemental levy did not pass, the School Board predicted that schools will be severely impacted by the potential loss of four (4) Campus Security Officers, nine (9) School Resource Officers, 114 Elementary School Employees, 39 High School Staff, 32 Middle School Staff, 28 District Office Staff, 25-50 Elementary School Employees (if schools are closed), 16 Kindergarten Teachers, 16 Librarians and Library Managers, three (3) Athletic Directors, and KTEC Funding. He said that a safe, secure, and quality educational experience for young people enriches and enhances the City for the benefit of all of its citizens, not just for those with school-age children and grandchildren, but for all those who call Coeur d'Alene their home.

DISCUSSION: Councilmember Wood said that, as individuals, Council members were free to express what they may or may not do and she would be voting yes on the levy. She said there would be dire circumstances if it is not supported, and she hoped other individuals would do the same. Councilmember English said in the past the levy was better clarified and he didn't feel it was proper for Council to take a position on the levy. He said in order to pass the resolution it would need to be amended. He noted he was in support of the issue at large and supportive of encouraging the community to vote. Councilmember Evans said she would be voting yes on the levy and encouraged citizens to do so as well. She suggested citizens research the facts on the school district website. She noted her children had attended the strong public school system and the levy was critical to the school. Councilmember Gookin said he agreed with Councilmember English that it wasn't appropriate to comment on the levy. He said he liked to talk about jobs and, when employers look at an area, they look at many aspects and a major area was education. He said it weighed heavy on communities if education wasn't supported. He noted if you wanted to see high paying jobs come to the area, potential employers needed to see a sense of community support. He said it was important to get out and make an informed vote. Councilmember Miller encouraged the community to get out and learn the facts of the levy. She noted it wasn't appropriate for Council to take action on the part of the resolution which supported the levy. She noted as a citizen she was in support of the levy.

MOTION: Motion by Gookin, seconded by Miller, to take no action on **Resolution No. 23-028. Motion failed.**

DISCUSSION: Mayor Hammond noted the resolution should be amended to strike the verbiage related to support of the levy, and keep the language which encouraged the community to exercise their right to vote. Councilmember English said he read the proclamation as encouraging the community to vote and that Council should remove the language which referred to School District and support of the levy, and asked City Attorney Adams if that would meet legal requirements.

Mr. Adams responded the resolution would be appropriate with the amendments. Councilmember Gookin stated he would be in support of a resolution encouraging citizens to vote in the levy election, but not a resolution with references to the school district or support of the levy. Mayor Hammond clarified they would be striking any verbiage in the resolution which expressed support of the levy.

MOTION: Motion by Evans, seconded by English, to approve **Resolution No. 23-028** – Urging all citizens to register to vote and to cast a ballot in School District No. 271’s supplemental levy election being held on May 16, 2023.

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

RESOLUTION NO. 23-029

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF AND AWARDING A CONTRACT TO APOLLO, INC., FOR THE WASTEWATER DEPARTMENT’S SOLIDS BUILDING IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$5,441,903.00.

STAFF REPORT: Mike Becker, Wastewater Capital Program Manager requested Council accept the low bid and award a contract to Apollo Inc., for the City of Coeur d’Alene (City) Wastewater Department’s Solids Building Improvements Project in the amount of \$5,441,903.00. He said the Solids Building Improvements Project was a planned multi-year project and included taking over the contract and payment obligation to GEA for procurement of centrifuge, replacement of belt filter press with owner-furnished centrifuge (dewatering) equipment, expansion and enclosure of building for future dewatering equipment and larger loadout area, replacement of polymer injection system, installation of new conveyors from centrifuges to loadout area for larger trucks, construction of biological trickling filter odor control and mitigation system, installation of a new mixer and floating geosynthetic cover within centrate tank, and miscellaneous HVAC, piping, valving, electrical, communication and software integration. He mentioned that based on the HDR Engineer’s review of bids, the responsive and low bidder was Apollo, Inc. The Wastewater Department also found their bid proposal complete and in order, and has budget authority for the multi-year project. He noted that currently, \$1.4 million had been allocated for the first year of the project, and the Department would budget accordingly in the following Fiscal Year 2023/2024. He mentioned Apollo, Inc., had previously completed two major treatment plant projects, was in good standing with the Idaho Secretary of State, and holds the appropriate Idaho public works license. He requested Council award the contract to the low bidder Apollo, Inc.

DISCUSSION: Councilmember Wood asked if the project was currently budgeted, with Mr. Becker responding it was budgeted in the current fiscal year, as well as the next, as it will carry over two fiscal years. .

MOTION: Motion by Gookin, seconded by McEvers, to approve **Resolution No. 23-029** – approving a Contract with Apollo, Inc., for the Solids Building Improvements Project, in the amount of \$5,441,903.00.

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

RESOLUTION NO. 23-030

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH COEUR D’ALENE SUNRISE ROTARY CLUB FOR THE PURCHASE AND INSTALLATION OF RECTANGULAR RAPID FLASHING BEACONS (RRFBs) FOR WOODLAND MIDDLE SCHOOL

STAFF REPORT: Chris Bosley, City Engineer requested Council approve the Memorandum of Understanding (MOU) with Sunrise Rotary for the purchase of Rectangular Rapid Flashing Beacons (RRFBs) for Woodland Middle School. He said that over the past several years, Sunrise Rotary had helped improve student safety at many local schools through the purchase of RRFBs to enhance crosswalks. He noted the Streets & Engineering Department (Department) had partnered with Sunrise Rotary each time on the installation of the RRFBs, which included striping the crosswalks and completing any other necessary improvements for accessibility. He said that Sunrise Rotary had helped fund the RRFBs at Fernan Elementary, Winton Elementary, Bryan Elementary, and Borah Elementary. He mentioned the installation of RRFBs would improve pedestrian safety, driver yielding, as well as encourage walking to the school. The Department would like to continue the relationship with Sunrise Rotary by signing the MOU for the purchase of RRFBs for Woodland Middle School.

MOTION: Motion by Wood, seconded by Evans, to approve **Resolution No. 23-030** – Approving a Memorandum of Understanding with Sunrise Rotary for purchase and installation of a pair of Rectangular Rapid Flashing Beacons (RRFBs) for Woodland Middle School.

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

RECESS: Motion by McEvers, seconded by Miller, to recess to May 8, 2023, at 12:00 Noon in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding Fiscal Year 2022-2023 General Fund, Fund Balance. **Motion carried.**

The meeting adjourned at 6:48 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

MINUTES OF A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD IN THE LIBRARY COMMUNITY ROOM
ON MAY 8, 2023, AT 12:00 NOON

The City Council of the City of Coeur d'Alene met in continued session in the Library Community Room held at 12:00 NOON on May 8, 2023, there being present upon roll call a quorum.

James Hammond, Mayor

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

STAFF PRESENT: Troy Tymesen, City Administrator; Randy Adams, City Attorney; Renata McLeod, Municipal Services Director/City Clerk; Vonnie Jensen, Comptroller; Tom Greif, Fire Chief; Melissa Tosi, Human Resource Director; Michael Priest, Library Director; Bill Greenwood, Parks & Recreation Director; Hilary Patterson, Community Planning Director; Lee White, Police Chief; Todd Feusier, Streets & Engineering Director; Mike Anderson, Wastewater Superintendent; Terry Pickel, Water Superintendent; Kelley Setters, Deputy City Clerk; Justin Kimberling, Assistant Streets Superintendent; Jeff Walther, Police Captain; Dave Hagar, Police Captain; Kyle Marine, Assistant Water Superintendent; Stephanie Padilla, City Accountant; Sherrie Badertscher, Executive Assistant.

CALL TO ORDER: Mayor Hammond called the meeting to order and noted that the purpose of the meeting was to provide an update on short-term rentals (STRs), special events, and the General Fund-Fund Balance.

PARADES/SPECIAL EVENTS: Municipal Services Director Renata McLeod presented the history of parades and special events. She noted on July 2022, Council had requested the code sections be combined, the fee schedule reviewed, and contracts considered for high-impact events. She said many City departments had met to discuss the high-impact events and had formulated a contract, which included a traffic safety plan, to be used for events. She said the new contract was first used for the St. Patrick's Day Parade in March as a pilot project, since it was a lower impact event. The group also discussed the Municipal Code sections to combine which included Chapters 4.25 Parks and Public Property Regulations, 4.30 Activities on Public Property, 5.44 Outdoor Assemblies – Private Property, 10.60 Parades, Special Events and Public Assemblies, 5.25 City Streets Loud Speaker permits, and 5.75 Concessions. She noted event permit fees were determined by the number of participants, hours, and length of event.

DISCUSSION: Councilmember English asked why the Pride in the Park event participants had doubled for 2023, with Mr. Greenwood responding the sponsor of each event provided the estimated number of participants. Councilmember Gookin asked why it wasn't considered a high-

impact event, with Mr. Greenwood responding they used a formula to determine the impact which was dependent on the number of attendees, vendors, and number of City staff needed. Chief White said it was difficult for the Police Department to balance needs and could not charge an event organizer for costs associated with counter-protest groups. Councilmember Wood asked if the Ironman organizers were taking over security needs for their 2023 event, with Mr. Tymesen responding the City would have an opportunity to renegotiate the contract once the existing one ended in October 2023, and security needs would be looked at during future negotiations. Councilmember Miller asked if the City could provide training to organizations and was it provided for the St. Patrick's Day Parade event, with Mr. Feusier responding his department didn't have enough time to provide the training for the St. Patrick's Day event yet had planned to provide the training class later this month. Councilmember Miller said it would be a great partnership and great solution to the issue. Councilmember English said he felt the 4th of July event was in a category by itself, as an important community event. Councilmember Wood asked if the City's fees were comparable to other cities, with Mr. Adams responding fees could not exceed the costs to the City to provide the service. Ms. McLeod said she would research current costs at other cities. Councilmember English asked if multi-day events were charged for each day of the event, with Ms. McLeod responding they were charged on a per day basis. Councilmember Gookin stated that the cost of public safety was not included in what the City charged for events. Chief White said it cost his department approximately \$72,000 to staff Car d' Lane, Ironman Race, July 3rd and 4th activities, Art on the Green (College Campus Event), and the Holiday Winter Lighting event. Chief Greif said the Fire Department's staffing costs were roughly \$40,000 for the same events. Councilmember Gookin said the permit fee should include the cost of providing public safety. Ms. McLeod noted that Council's prior direction was to not increase the fees to the point of causing the event to shut down. She noted that staff could research comparable fees at other cities. Councilmember English said that events should be reviewed to see if they were commercial-type events. Mayor Hammond suggested the City could discuss costs with the organizations and see if they would like to continue their events. Chief White noted the 4th of July's daytime event (parade) was very low-impact and it was the after-parade events which were high-impact for his department. Councilmember Wood noted the Art on the Green event organizers had almost tripled its permit price to vendors. Councilmember Wood asked Downtown Association Director Emily Boyd if a fee could be added to each booth rental for downtown events, with Ms. Boyd responding their vendor rate was already substantial and she didn't feel an additional increase would be digestible to the vendors. She noted a minimal fee to vendors would probably be okay. Ms. Boyd said the Downtown Association events were community driven, family friendly events, and many small street events were given a break in fees.

SHORT-TERM RENTALS: Ms. McLeod stated the current number of short-term rental (STR) permits issued in 2023 was 560, and current data showed 683 were being advertised in Coeur d'Alene, and 53 whose status had not yet been determined. She said the 24/7 hotline was ready to launch and her department would send out a press release, email stakeholders, mail postcards to abutting property owners, and include information in the City's May utility bills. She noted staff was currently working on mapping the areas in order to provide data at a future stakeholder meeting.

BUDGET DISCUSSION: Comptroller Vonnie Jensen said the City's Fund Balance represented the difference between assets and liabilities defined at the end of the fiscal year. She noted there

were three (3) categories used to describe Fund Balance: Restricted, Committed, and Assigned Fund Balance. She said the 2022 Fund Balance History should show \$6,400,000 million, and not \$11,880,092 million, as American Rescue Plan Act (ARPA) revenue must be recorded in the year it was spent and staff would be updating the report to reflect the change in accounting. She went over the Restricted and Committed fund balance items. She mentioned the Assigned Fund Balance should also include \$400,000 for the Streets Department Building Remodel project. She noted the Government Finance Officers Association recommends at minimum governments maintain a fund balance of no less than two-months of operating expenditures which in the City's case equaled 16.7% of the total budget. She said the Fund Balance for 2022 may change slightly yet has increased roughly \$2 million and was similar to the previous 5 years and the City had used approximately \$700,000 of fund balance last year which was actually a good thing as early estimates showed using \$1.2 million. She noted if the City continued to fund capital purchases using the Fund Balance, the Fund Balance would be depleted within two years to below the recommended 16.7% of reserves. Councilmember Wood asked where Lake District URD funds were assigned, with Ms. Jensen responding they had not been assigned to projects yet as Council would need to make that determination. She went over the City's ARPA funded projects and mentioned large projects included: IT-Network Replacement Project, Legal Department Case Management System, Street Department's flooring & lighting, Police Station expansion, Fire Department's new self-contained breathing apparatuses (SCBAs) & personnel bonuses. She noted there were many projects happening throughout the City. Councilmember Gookin asked if the dump truck for the Street Department was budgeted at \$250,000 or was it more, with Ms. Jensen responding it was actually \$350,000. Councilmember Wood asked the status of the Police Station expansion, with Chief White stating the architect had provided preliminary drawings, and most of the expansion would be for new locker rooms and the existing locker room would be demolished and replaced with office space for 13 staff members.

City Administrator Troy Tymesen said there were dedicated dollars in ARPA which could be used for housing and staff were working with a local non-profit on a housing project, and Councilmember Miller was working on another project as well. Councilmember Miller mentioned she had been involved in the Lake City Senior Center project yet it would not materialize in time to be able to use ARPA funds. She said the HomeShare Kootenai County Program had become a non-profit and were in need of funds to help with marketing until their next grant cycle. She noted ARPA funds had been used in multiple states for housing. She noted HomeShare Kootenai County currently needed \$35,000 for marketing and \$15,000 for administrative costs. She said a large pool of applicants was needed in order to make appropriate matches in the program. Councilmember Gookin asked if the program was within the City of Coeur d'Alene, with Councilmember Miller responding marketing would be to targeted areas. She mentioned the Lake City Playhouse had an insurance funded rebuild they were working through and needed assistance in the amount of \$20,000 in order to keep the historic building and help launch their reopening. Councilmember Gookin said he was in support of helping non-profits with the use of ARPA funds.

Councilmember Wood asked what would it take for several entities such as the City, County, School District, College, and Hospital to develop a long-time plan to build employee housing, would it be legal and could it be restricted to just City employees, with Mr. Adams responding he wasn't sure and he would research the matter. He mentioned that public property could not be used for private business. Councilmember Miller said in her research and experience with the

Regional Housing and Growth Issues Partnership, it could be done. She mentioned there were land use programs which placed land in trust and deed restrictions for protected classes were allowed.

Councilmember Gookin asked if departments continued to have issues hiring for positions due to the cost of housing. Chief White said his department vacancies they were in the process of filling and some applicants were coming from out of the state. Chief Greif said his department hadn't had any problems with new recruits. Mr. Pickel said the Water Department continued to struggle to fill operator positions. Mr. Feusier said the Streets Department hiring issues were due to the starting salaries. Ms. Tosi said that recent recruitments were going better as more people were applying. She also noted that out of state applicants weren't generally open to the City's entry level pay structure. Mr. Greenwood noted the Parks Department's had recently hired three (3) applicants who were locals.

Councilmember Miller said she continued to work on housing issues and recently short-term rental demand had started to decline.

Councilmember McEvers asked if the ARPA funds were used for housing, would it be one-time funding? Councilmember Miller responded her two (2) proposals were for one-time asks. Councilmember Miller asked what were the next steps for assigning ARPA funds, with Mr. Tymesen responding a staff report would be brought forward to Council for the HomeShare Kootenai County program funding, and that the Lake City Playhouse would need to bring in a business plan showing insurance paid items, their operating expenses, and a strategic plan for reopening.

Mayor Hammond asked when the budget would be brought forward, with Mr. Tymesen responding Ms. Jensen had multiple budget meetings scheduled with departments in the next 6-weeks.

Councilmember Wood asked if the Lake District URD funds would be brought forward during the next budget discussions, with Mr. Tymesen responding that at this time the money wasn't assigned and he would like to use the funds for 15th Street improvements and not use the one-time monies for ongoing budget expenses. Councilmember Wood said she was looking for direction on how to bring items forward to use URD funds.

Mayor Hammond noted there had been some personnel contract commitments made last year which created some concern moving forward.

Mr. Feusier mentioned the 15th Street project (Harrison to intersection at Best/15th) would be brought to Council within the next couple weeks and included paving and mill, movement of water and stormwater lines, installation of bike paths and sidewalks. He said the initial estimate received was for \$7 million, but he expected future estimates to come in at a lower price. He said the Ramsey Road paving project would go out to bid next week, and included the areas of Northwest Blvd, Lakewood to Appleway, and Ramsey, Hanley to Kathleen. Mayor Hammond asked if the swale would be removed, with Mr. Feusier responding it would.

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

The meeting adjourned at 1:08 p.m.

James Hammond, Mayor

ATTEST:

Sherrie L. Badertscher
Executive Assistant

DRAFT

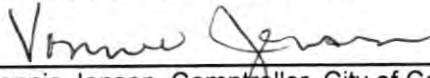
MAY 9 2023

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

CITY CLERK

FUND	BALANCE 3/31/2023	RECEIPTS	DISBURSE- MENTS	BALANCE 4/30/2023
<u>General-Designated</u>	\$4,299,320	\$1,448	\$4,070	\$4,296,697
<u>General-Undesignated</u>	13,468,328	9,424,861	8,345,140	14,548,049
<u>Special Revenue:</u>				
Library	439,032	16,437	139,774	315,694
CDBG	(45,987)		14,197	(60,183)
Cemetery	245,621	24,214	22,375	247,461
Parks Capital Improvements	2,042,260	94,499	20,407	2,116,353
Impact Fees	6,136,002	54,289	26,307	6,163,984
Annexation Fees	1,041,388	4,178	2,006	1,043,560
American Recovery Plan	8,454,589	-	-	8,454,589
Cemetery P/C	1,100,451	17,521	8,861	1,109,111
Jewett House	130,737	4,524	693	134,568
Reforestation	23,069	93		23,161
Street Trees	166,139	5,467	431	171,175
Community Canopy	2,374	10		2,383
Public Art Fund	67,020	269	35	67,254
Public Art Fund - ignite	449,309	1,802	22,000	429,111
Public Art Fund - Maintenance	124,962	501	-	125,463
<u>Debt Service:</u>				
2015 G.O. Bonds	630,592	7,762		638,354
<u>Capital Projects:</u>				
Street Projects	516,106	28,377	4,759	539,724
<u>Enterprise:</u>				
Street Lights	117,113	65,334	58,609	123,838
Water	2,815,537	364,612	508,146	2,672,003
Water Capitalization Fees	5,772,674	118,076	4,049	5,886,701
Wastewater	17,112,819	1,124,686	515,709	17,721,795
Wastewater - Equip Reserve	1,187,062	27,500	-	1,214,562
Wastewater - Capital Reserve	4,500,000	-	-	4,500,000
WWTP Capitalization Fees	3,802,026	93,773	-	3,895,799
WW Property Mgmt	59,973	-	-	59,973
Sanitation	1,537,046	538,599	221,429	1,854,216
Public Parking	716,156	35,894	11,401	740,648
Drainage	1,289,446	126,333	55,593	1,360,186
Wastewater Debt Service	655,393	2,629		658,022
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	273,747	241,709	273,747	241,709
Police Retirement	451,794	12,334	25,836	438,292
Sales Tax	2,958	3,781	2,958	3,781
BID	365,118	6,400	-	371,518
Homeless Trust Fund	618	509	618	509
GRAND TOTAL	\$79,950,791	\$12,448,419	\$10,289,151	\$82,110,060

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



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

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
April 30, 2023

RECEIVED

MAY 9 2023

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2023	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$249,035	\$134,035	54%
	Services/Supplies	10,128	3,211	32%
Administration	Personnel Services	317,916	129,195	41%
	Services/Supplies	2,570	21	1%
Finance	Personnel Services	765,897	423,433	55%
	Services/Supplies	632,500	585,311	93%
Municipal Services	Personnel Services	1,469,170	716,277	49%
	Services/Supplies	1,531,715	959,694	63%
	Capital Outlay			
Human Resources	Personnel Services	366,503	188,578	51%
	Services/Supplies	85,918	58,743	68%
Legal	Personnel Services	1,225,988	661,834	54%
	Services/Supplies	135,450	29,336	22%
Planning	Personnel Services	697,216	370,946	53%
	Services/Supplies	62,050	19,931	32%
	Capital Outlay			
Building Maintenance	Personnel Services	320,137	172,769	54%
	Services/Supplies	284,500	181,250	64%
	Capital Outlay	90,000	39,579	44%
Police	Personnel Services	16,880,007	8,893,835	53%
	Services/Supplies	1,867,520	801,442	43%
	Capital Outlay	3,280,000	1,390,027	42%
Fire	Personnel Services	11,465,359	6,928,390	60%
	Services/Supplies	873,192	431,700	49%
	Capital Outlay	986,610	763,348	77%
General Government	Services/Supplies	626,300	608,662	97%
	Capital Outlay			
Police Grants	Personnel Services	84,594	44,853	53%
	Services/Supplies		33,980	
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		5,600	
	Capital Outlay			
Streets	Personnel Services	3,534,437	1,790,694	51%
	Services/Supplies	2,872,401	711,435	25%
	Capital Outlay	1,452,000	353,518	24%
Parks	Personnel Services	2,112,826	938,970	44%
	Services/Supplies	734,550	331,433	45%
	Capital Outlay	194,000	80,043	41%


CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SEVEN MONTHS ENDED
 April 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2023	PERCENT EXPENDED
Recreation	Personnel Services	599,865	337,168	56%
	Services/Supplies	180,350	84,224	47%
	Capital Outlay	35,000	35,000	100%
Building Inspection	Personnel Services	1,019,158	563,430	55%
	Services/Supplies	42,078	28,955	69%
	Capital Outlay	62,000	60,742	98%
Total General Fund		57,148,940	29,891,592	52%
Library	Personnel Services	1,528,445	782,941	51%
	Services/Supplies	230,000	112,411	49%
	Capital Outlay	190,000	78,112	41%
CDBG	Personnel Services	79,894	42,858	54%
	Services/Supplies	700,349	90,959	13%
Cemetery	Personnel Services	224,911	98,936	44%
	Services/Supplies	138,800	55,201	40%
	Capital Outlay		1,650	
Impact Fees	Services/Supplies	554,446	33,477	6%
Annexation Fees	Services/Supplies	355,000	355,000	100%
Parks Capital Improvements	Capital Outlay	463,614	114,861	25%
Cemetery Perpetual Care	Services/Supplies	86,000	49,227	57%
Jewett House	Services/Supplies	139,700	42,055	30%
Reforestation	Services/Supplies	6,500	2,261	35%
Street Trees	Services/Supplies	112,000	12,139	11%
Community Canopy	Services/Supplies	1,500	403	27%
Public Art Fund	Services/Supplies	468,500	126,333	27%
		5,279,659	1,998,824	38%
Debt Service Fund		880,083	25,926	3%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
April 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2023	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay		53,214	
Wilbur / Ramsey Signal	Capital Outlay	400,000		
Traffic Calming	Capital Outlay	65,064	(209)	0%
Kathleen Avenue Widening	Capital Outlay		14,265	
Ramsey Road Rehabilitation	Capital Outlay	588,000		
15th Street	Capital Outlay	49,900	49,813	100%
LHTAC Pedestrian Safety	Capital Outlay	605,000	37,353	6%
Atlas Waterfront Project	Capital Outlay			
Govt Way - Hanley to Prairie	Capital Outlay		217,908	
		<u>1,707,964</u>	<u>372,344</u>	<u>22%</u>
Street Lights	Services/Supplies	760,130	328,835	43%
Water	Personnel Services	2,777,800	1,277,298	46%
	Services/Supplies	5,399,475	1,133,173	21%
	Capital Outlay	6,149,400	1,188,727	19%
Water Capitalization Fees	Services/Supplies	3,850,000		
Wastewater	Personnel Services	3,216,082	1,620,230	50%
	Services/Supplies	8,477,348	2,193,000	26%
	Capital Outlay	8,532,000	1,113,459	13%
	Debt Service	3,513,441	322,420	9%
WW Capitalization	Services/Supplies	2,777,660		
WW Property Management	Services/Supplies		30,000	
Sanitation	Services/Supplies	5,520,365	2,268,238	41%
Public Parking	Services/Supplies	1,864,965	626,267	34%
	Capital Outlay			
Drainage	Personnel Services	243,712	132,995	55%
	Services/Supplies	1,046,146	176,495	17%
	Capital Outlay	1,215,000	427,570	35%
Total Enterprise Funds		<u>55,343,524</u>	<u>12,838,706</u>	<u>23%</u>
Kootenai County Solid Waste		3,110,000	1,556,223	50%
Police Retirement		196,454	80,934	41%
Business Improvement District		176,000		
Homeless Trust Fund		10,000	4,059	41%
Total Fiduciary Funds		<u>3,492,454</u>	<u>1,641,217</u>	<u>47%</u>
TOTALS:		<u>\$123,852,624</u>	<u>\$46,768,608</u>	<u>38%</u>

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



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

RECEIVED

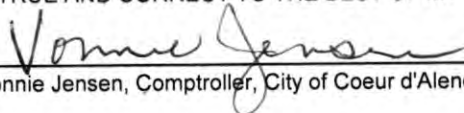
MAY 9 2023

CITY CLERK

City of Coeur d Alene
Cash and Investments
4/30/2023

Description	City's Balance
U.S. Bank	
Checking Account	5,106,340
Checking Account	90,540
Checking Account	66,707
Investment Account - Police Retirement	416,100
Investment Account - Cemetery Perpetual Care Fund	1,103,399
Idaho Central Credit Union	
Certificate of Deposit	1,001,386
Idaho State Investment Pool	
State Investment Pool Account	60,224,771
Spokane Teacher's Credit Union	
Certificate of Deposit	2,014,492
Numerica Credit Union	
Certificate of Deposit	2,014,762
Money Market	10,070,213
Cash on Hand	
Treasurer's Change Fund	1,350
Total	<u><u>82,110,060</u></u>

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



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



CEMETERY LOT TRANSFER / SALE / REPURCHASE ROUTING FORM

REQUEST RECEIVED BY:

Municipal Services
Department Name

Kelley Setters
Employee

5-8-23
Date

REQUESTED BY:

Sarah Hietala
Name

Address

Phone

Request is for: Repurchase of Lot(s)
 Transfer of Lots(s) from _____ to _____

Section: K Block: 4 Niche(s): _____, _____, _____, _____, _____, _____
Lots(s): 4, _____, _____, _____, _____, _____

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

Copy must be attached: Deed Certificate of Sale

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

Title Transfer Fee: \$ _____ Receipt No: _____

ACCOUNTING DEPARTMENT completes the following: Attach original contract.

Accountant Signature Vonnie Jensen Date: 5/8/2023

CEMETERY SUPERVISOR completes the following:

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

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

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

Supervisor's Signature M. Brandt Date: 05/08/2023

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 CONVEYANCE
CEMETERY LOT**

In consideration of the payment of the fee established by resolution of the City Council,
the City of Coeur d'Alene does hereby convey to Sarah Hietala
(the "Owner") the following lot(s) in the Forest Cemetery:

Niche(s) _____, Lot(s) 4
Block(s) 4, Section(s) K

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 Owner, 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 ____ day of _____, 20__.

By: _____
Jim Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: MAY 16, 2023
FROM: KYLE MARINE, ASSISTANT WATER DIRECTOR
**SUBJECT: REQUEST TO ACCEPT THE BID FOR ORION ME RADIO READ
HEADS**

DECISION POINT:

Should City Council approve the lowest responsive bid and award a contract to Badger Meter for purchase of new water meter components?

HISTORY:

The Water Department began the Meter Change Out Program (MCOP) in 2005 due to significant undocumented water loss. Now the Water Department has an annual MCOP plan that will eventually replace all 20,000 meters in the city over a 10-year cycle as this is the typical lifespan of an average water meter radio read battery. Once a meter reaches 10 years it may lose accuracy along with imminent battery failure and the Orion radio read ceases to work. The City changes an average of 2000 meters a year, depending on the location. It is recommended under AWWA standards that water meters be replaced or rebuilt once they reach above a 3% loss of water recording accuracy which is on average 8 to 10 years.

FINANCIAL ANALYSIS:

The only responsive bid was received from Badger Meter in the amount of \$281,230.70. This includes one thousand (1000) cellular endpoints, five hundred seventy (570) ¾ inch registers, twenty-five (25) 1-inch meter registers, fifteen (15) 1.5-inch registers, thirty-five (35) 2-inch meter registers, six (6) 3-inch compound meters, six (6) 4-inch compound meters, nine (9) 3-inch turbo meters, two (2) 4-inch turbo meters and thirty (30) HRE LCD registers. The 2022-23 FY budget line item is set at \$425,000.00 so this bid falls well under budget.

PERFORMANCE ANALYSIS:

As previously mentioned, the city has about 2000 meters that have reached their life expectancy. Once an older meter has been removed it will be tested and/or rebuilt to be re-installed the following year, if financially feasible to rebuild depending on the size and condition of the meter. The Water Department has completed meter testing and has completed a list of parts needed for this year's meter replacement program. With the replacement parts the Water Department can rebuild 1698 meters to be reused in the system this summer.

DECISION POINT/RECOMMENDATION:

City Council should award lowest the responsive bid and approve a purchase agreement with Badger Meter for acquisition of new Orion ME Radio Read heads, water meters and components.

RESOLUTION NO. 23-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING A CONTRACT FOR THE PURCHASE OF NEW ORION ME RADIO READ HEADS, WATER METERS AND COMPONENTS, TO BADGER METER, INC., IN AN AMOUNT NOT TO EXCEED \$281,230.70.

WHEREAS, the City heretofore duly advertised invitation for bids for the purchase of new water meter components in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk on Thursday the 27th day of April, 2023, and the lowest responsive bid received was that of Badger Meter, Inc., in the amount of Two-Hundred Eighty-One Thousand, Two-Hundred Thirty and 70/100 dollars (\$281,230.70), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Badger Meter, Inc., in an amount not to exceed \$281,230.70 for the purchase of new Orion ME Radio Read Heads, water meters, and components, be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with Badger Meter, Inc., 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 contract provided that 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 contact on behalf of the City.

DATED this 16th day of May, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CONTRACT

MCOP Water Meter Purchase

THIS CONTRACT is made and entered into this 16th day of May, 2023, between the CITY OF COEUR D' ALENE, Kootenai County, Idaho, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as the "City," and BADGER METER, INC., a corporation duly organized and existing under and by virtue of the laws of the state of Wisconsin, with its principal place of business at 4545 W. Brown Deer Rd., Milwaukee, Wisconsin, hereinafter referred to as the "Vendor."

Statement of Work: The Vendor shall furnish quantity 1000 cellular endpoints, 570 -3/4 inch registers, 25-1-inch meter registers, 15-1.5-inch registers, 35-2-inch meter registers, 6-3-inch compound meters, 6 4-inch compound meters, 9-3-inch turbo meters, 2-4-inch turbo meters and 30 HRE LCD registers.

Description:

BMI Part No.: 103-6671 Cat String: E4-4E-AM-AG-TAAA-B0A Description: EP Only, For Enc, ORION CELL C, Thru Ld Instl Kit, TT-8in, Grnd/OceanPause, BMI STD, 24 PACK,
BMI Part No.: 105-7576 Cat String: DS-DBA-PC1P-XXD3-Y2-E1CA-2A2X1-9AE-N3-XX-TF-XXB0A Description: Disc, M35 3/4"(7-1/2), CI Btm 430SS-1, PL, (TS-135, SN Yr 9D & PBB, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Slt Scrw, Street read, 9D-0.01 Gal, SN YR 9D in/out/PBB shrd, TT-5', BMI STD,
BMI Part No.: 101-0076 Cat String: DS-KCC-PC2P-XXD3-Y2-E1CA-2A2X1-9AE-NN-XX-TF-XXB0A Description: Disc Series, 70 1"(10-3/4), CI Btm 430SS-all, PL, SN Yr 9D & PBB, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Slt Scrw, Street read, STD, 9D-0.01 Gal, SN YR 9D in & out, TT-5', BMI STD (ID=B0A),
BMI Part No.: 102-6616 Cat String: DS-NDA-PFAS-XXD3-Y2-E1CA-2A2X1-9BE-NN-XX-TF-XXB0A Description: Disc, M120 1-1/2"-ELL Dr, 430SS, SS, (TS-346) SN Yr 9D & PBB, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Slt Scrw, Street read, 9D-0.1 Gal, SN YR 9D in & out, TT-5', BMI STD,
BMI Part No.: 105-1803 Cat String: DS-REA-PFAS-XXD3-Y2-E1CA-2A2X1-9BE-NN-XX-TF-XXB0A Description: Disc, M170 2"-ELL Dr, 430SS, SS, (TS-135, SN Yr 9D & PBB, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Slt Scrw, Street read, 9D-0.1 Gal, SN YR 9D in & out, TT-5', BMI STD, 1 PACK,
BMI Part No.: 110-3646 Cat String: CS-CFA-P-T4XX-X-C1-Y2-E1CA-2A2X1-9B-9A-E-NN-XX-TJXX-B0A Description: CSM, 3" Rnd w/TP, 316SS-4, SN Yr 9D and PBB, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Slt Scrw, Street read, 9D-0.1 Gal, 9D-0.01 Gal, SN YR 9D in and out, TT-25', BMI STD, 1 PACK,
BMI Part No.: 108-2261 Cat String: CS-CGA-P-T4XX-X-C1-Y2-E1CA-2A2X1-9B-9A-E-NN-XX-TJXX-B0A Description: CSM, 4" Rnd w/TP, 316SS-4, SN Yr 9D & PBB, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Slt Scrw, Street read, 9D-0.1 Gal, 9D-0.01 Gal, SN YR 9D in & out, TT-25', BMI STD, 1 PACK,
BMI Part No.: 110-3654 Cat String: TS-TFK-PT1-XX-X-T1-Y2-E1CA-2A2X1-9BE-NN-XX-TJ-XXB0A Description: TSM, 3" Rnd w/TP Intg Str, 316SS-1, SN Yr 9D and PBB, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Slt Scrw, Street read, 9D-0.1 Gal, SN YR 9D in and out, TT-25', BMI STD, 1 PACK,
BMI Part No.: 110-3656 Cat String: TS-TGK-PT1-XX-X-T1-Y2-E1CA-2A2X1-9BE-NN-XX-TJ-XXB0A Description: TSM, 4" Rnd w/TP Intg Str, 316SS-1, SN Yr 9D and PBB, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Slt Scrw, Street read, 9D-0.1 Gal, SN YR 9D in and out, TT-25', BMI STD, 1 PACK,
HR-ELCD ENCODER

1. **Amount of Contract:** Two-hundred eighty-one Thousand Two-hundred Thirty and 70/100 Dollars (\$281,230.70).
2. **Payment:** The Vendor will invoice the City for the amount due under this Contract. Invoices received by the 10th of the month will be paid by the City by the end of that month. Otherwise, payment will be made by the end of the following month.
3. **Notices:** Any and all notices required to be given by the parties hereto, unless otherwise stated in this Contract, shall be in writing and be deemed communicated when deposited in the United States mail, certified mail - return receipt requested, addressed as follows:

CITY:

City of Coeur d'Alene Water Department
3145 N. Howard St.
Coeur d'Alene, ID 83815

VENDOR:

Badger Meter, Inc.
4545 W. Brown Deer Rd.
Milwaukee, WI 53223

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

4. **Assignment:** It is expressly agreed and understood by the parties hereto that the Vendor shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Contract except upon the prior express written consent of the City.
5. **Discrimination Prohibited:** In performing the Services required herein, the Vendor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical disability.
6. **Changes:** The City may request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the Vendor's compensation, which are mutually agreed upon by and between the City and the Vendor, shall be incorporated in written amendments to this Contract.
7. **Termination for Cause:** If, through any cause, the Vendor shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Vendor of such termination. The Vendor shall have the right to cure any violation within fifteen (15) days and, upon failure to cure, this Contract shall terminate. The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder prior to the date of the written notice.
8. **Termination for the Convenience of the City:** The City may terminate this Contract for its convenience at any time prior to performance by giving at least fifteen (15) days' notice

in writing to the Vendor. If the Contract is terminated by the City as provided herein, the Vendor shall be entitled to receive just compensation for any work satisfactorily completed hereunder prior to the date of the written notice.

9. **Taxes:** The City is tax-exempt and the Vendor shall not charge or collect sales tax on this purchase.
10. **Entire Agreement:** This Contract contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
11. **Applicable Law: Venue:** This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Coeur d'Alene. Venue for any legal action brought under this Contract shall be in the First Judicial District of the State of Idaho, in and for the County of Kootenai.
12. **Approval Required:** This Contract shall not become effective or binding until approved by the City Council of the City.
13. **Delivery Time:** Delivery shall be on or before One-hundred Eighty (180) days after notice to proceed.
14. **Guarantee:** The Vendor will guarantee their product will meet or exceed the minimum specifications set forth in their proposal. If the City finds that the product delivered does not conform to these specifications, the Vendor will be required, at its expense, to make all corrective necessary to bring the unit into compliance.
15. **Warranty:** The Vendor shall warranty all supply products for full, new product replacement against defects in materials. Should the product be deemed effective by the City, the Vendor shall replace defective product at no cost to the City.

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

CITY OF COEUR D'ALENE

BADGER METER, INC.

By _____
James Hammond, Mayor

By _____
Its _____

ATTEST:

Renata Mcleod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: MAY 16, 2023
FROM: KYLE MARINE, WATER DEPARTMENT ASSISTANT DIRECTOR
SUBJECT: AUTHORIZATION FOR APPROVAL OF SOURCE WATER PROTECTION GRANT

=====

DECISION POINT: Should City Council authorize the acceptance of a Grant from the Idaho Department of Environmental Quality Source Water Protection in the amount of \$24,000.00?

HISTORY: The Water Department currently has 11 wells, 7 booster stations and 7 storage facilities. Each site is visited on a periodic basis. Well sites are looked at on a daily basis to collect meter reads, and identify chemical usage and any potential issues. Booster stations are visited once a week to check motor vibrations, meter reads, and efficiency. Water storage facilities are visited on a periodic basis as needed, at least once a month, for maintenance and monitoring.

FINANCIAL ANALYSIS: The Water Department currently has budgeted \$100,000 for cardlocks, security cameras, and updated software for our remote facilities. The grant would help to add additional security inside the wellhead for source water protection. The total amount secured for the grant was \$24,000 and accepting the grant would not cause any additional costs to the City.

PERFORMANCE ANALYSIS: Each site is also visited by scheduled contractors for routine maintenance and upgrades. Over the years, the Water Department has had periodic issues with vandalism and trespassers, and has received budget approval to install security cameras and cardlock doors at most of our facilities. This grant would help add to that security to monitor any trespassers and keep track of contractors as they are doing routine maintenance at our facilities. Adding these security features helps bring the Water Department into compliance with the **Homeland Security Act** of 2002. By installing the cameras and the door locks, we will have instant notification of any unauthorized access to our water sources. We will also be able to better monitor contractors that are working on or near our site. The proposed camera system will also be able to record any vandalism that has occurred to better help our law enforcement.

DECISION POINT/RECOMMENDATION: City Council should authorize the acceptance of a DEQ Source Water Protection Grant in the amount of \$24,000.00.

RESOLUTION NO. 23-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING A GRANT FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY FOR WELL SITE SECURITY IN THE AMOUNT OF \$24,000.00.

WHEREAS, the Idaho Department of Environmental Quality has offered to the City of Coeur d'Alene a grant in the amount of \$24,000.00 for the Water Department which grant would help add security features to well sites to help bring the Water Department into compliance with the Homeland Security Act of 2002; and

WHEREAS, it is deemed to be for the best interests of the City of Coeur d'Alene and the citizens thereof to accept such grant.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City accept a grant from the Idaho Department of Environmental Quality pursuant to the terms and conditions of the grant subaward, a copy of which is attached as Exhibit "A" and by this reference incorporated herein.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute all instruments necessary to accept such grant on behalf of the City.

DATED this 16th day of May, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.



March 6, 2023

Kyle Marine, Assistant Director
Coeur d'Alene Water
3145 N Howard St
Coeur d'Alene ID 83815
Email Transmission: kmarine@cdaid.org

RE: S783-00 – Original Subaward

Dear Mr. Marine:

I have enclosed one proposed original of the DEQ Subaward (#S783) between Coeur d'Alene Water and the Idaho Department of Environmental Quality (DEQ). The purpose of the subaward is to provide funding to To install a remote camera system (Outdoor Vandal bullet camera, 5MP @ 30fps) at all are well sites along with electronic door locks (Brivo Onair ACS300 IP door controller with Sifi & BLE) to better protect the drinking water sources from any unwanted activities.

Upon acceptance of the terms and conditions of this subaward, please return the entire signed copy of the subaward to me at carrie.champlin@deq.idaho.gov. Please note there are several forms to fill out and sign.

If you have any questions or concerns regarding this subaward, please contact Project Officer Curtis Cooper at craig.cooper@deq.idaho.gov, or Contracts Manager Carrie Champlin at carrie.champlin@deq.idaho.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Carrie Champlin".

Carrie Champlin
Contracts Manager

cc: Content Manager: 2023AIE22
Curtis Cooper, DEQ

(1cc Enclosure)
(1cc Enclosure)



DEQ Subaward Agreement

Subaward # S783

This Subaward Agreement is entered into by the State of Idaho, Department of Environmental Quality, hereinafter referred to as the DEPARTMENT, and [Coeur d'Alene Water](#) hereinafter referred to as the SUBRECIPIENT.

Tax Identification 826000176 DUNS Number: MBE/WBE Status:
Subaward Effective Date 3/1/2023 Subaward Exp Date 2/29/2024 UEINumber N6NELE7F5931
Professional Liability Policy # 41A02034100121 Policy Expiration Date 10/1/2022
Check if Exempt/Government Agency

Worker's Compensation Policy # 21800 Policy Expiration Date 10/1/2022
If exempt from Worker's Compensation, note the reason:
Check if Worker's Compensation paid by DEQ SIF Class Code

WITNESSETH: The DEPARTMENT enters into this Subaward Agreement pursuant to authority granted to it in Title 39, Chapter 1, Idaho Code. The SUBRECIPIENT agrees to undertake performance of this agreement under the terms and conditions set forth herein.

The SUBRECIPIENT agrees to provide, and the State agrees to accept the services detailed in this agreement and generally described as follows:

To provide funding to install a remote camera system (Outdoor Vandal bullet camera, 5MP @ 30fps) at all are well sites along with electronic door locks (Brivo Onair ACS300 IP door controller with Sifi & BLE) to better protect the drinking water sources from any unwanted activities.

Method of Procurement Subaward RFP Number

The following Attachments are checked if applicable and are incorporated by reference and made a part of this agreement:

Attachments		
Work Plan / SOW	Program Terms & Conditions	Single Audit Act
Conflict of Interest	Lobby Certification	MBE/WBE Reporting
FFATA Reporting	DWG Classification Worksheet	Worker's Compensation Insurance
Liability Insurance	Grant Application	

Subaward Amount	\$24,000.00
-----------------	-------------

Subaward

	This Action	To Date
Federal Funds Obligated:	\$24,000.00	\$24,000.00

Federal Award Information

CFDA #: 66.468 Capitalization Grants for Drinking Water State Revolving Funds

Federal Awarding Agency: EPA

Federal Award #:FS98003021

Federal Award Name: DWSRF WELLHEAD PROTECTION

Total Amount of Federal Award to DEQ : \$11,001,000.00

DEQ's Negotiated Indirect Cost Rate: 29.48%

The terms of this agreement include the Statement of Work, the Budget, the federal agency's award terms and conditions, as well as other documents affixed or referred to in this agreement. The SUBRECIPIENT must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 1500). It is expected that the approved Statement of Work will be followed in its entirety unless modifications or amendments are agreed to, and approved in writing by the DEPARTMENT.

The SUBRECIPIENT acknowledges and agrees that changes in legislation may require modification to this agreement both in program and funding, and that any such changes, which are necessary, shall be incorporated. The SUBRECIPIENT further agrees that the DEPARTMENT has the right to terminate this agreement if the SUBRECIPIENT cannot comply with such changes, or meet the requirements originally outlined in the Statement of Work. The SUBRECIPIENT further acknowledges that all funding is contingent upon the availability of federal funds, the SUBRECIPIENT's ability to certify provision of required matching funds (where applicable), and continued federal authorization of program activities. The SUBRECIPIENT agrees that the DEPARTMENT has the right to terminate or otherwise modify this agreement if federal funding or authority is terminated or modified.

In the event that this agreement is not executed prior to the first day of the effective period, the late execution shall provide retroactive approval for expenditures authorized by the agreement and made prior to the date of execution. This agreement is effective as per the stated agreement effective date. In the event that the last signature on this agreement pre-dates the stated agreement effective date, the last signature date shall be the new effective date.

The SUBRECIPIENT agrees to provide notice of the completion of any required audits and any adverse findings which impact this subaward as required by CFR parts 200.501-200.521, and to provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable. SUBRECIPIENT agrees to indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the SUBRECIPIENT or its agent's, employees, contractor's, or assignee's actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project. If the SUBRECIPIENT is a Public Entity, this indemnification and save harmless obligation shall apply only to the extent permitted by Idaho Code section 59-1015.

This agreement and related attachments constitute the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written; negotiations; representations; commitments; and all other communications between the parties. The agreement may not be released, discharged, changed, extended, modified, or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the DEPARTMENT, except to the extent provided by an instrument in writing signed by a duly authorized representative of the parties. Any Riders, Appendices, Attachments, and all other information attached to this agreement serve to supplement the terms and conditions of this agreement, and do not change or eliminate any provision of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

AWARDING ENTITY IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY.

Financial Officer

Signature	Title	Date
-----------	-------	------

SUBRECIPIENT: Coeur d'Alene Water

Signature	Title	Date
-----------	-------	------

Subrecipient Mailing Address:

Kyle Marine, Assistant Director
3145 N Howard St
Coeur d'Alene ID 83815

DEQ Contact:

Carrie Champlin, Contracts Manager
1410 N. Hilton
Boise, ID 83706

Subrecipient Phone Number 208-769-2210

DEQ Phone Number 208-373-0502

Fiscal Codes - DEQ Use Only

PID	OBS	CA	SubObj	WP	BE	%	Grant	GT Begin	GT End
SG23	0502	82065	7499	000NPR	00	100	E24003 21	7/1/2021	6/30/2026

PROGRAM SPECIFIC TERMS & CONDITIONS

Idaho Source Water Protection (SWP) Grant Program

DEQ Subrecipient: City of Coeur d'Alene

I. INTRODUCTION

This Agreement is between the Idaho Department of Environmental Quality (DEQ) and the City of Coeur d'Alene (Subrecipient) for performance under the Idaho Source Water Protection Grant Program as set forth in the approved Statement of Work. This project is funded using federal funds from the Environmental Protection Agency (EPA).

II. PROGRAM GUIDANCE & ELIGIBILITY REQUIREMENTS

The Subrecipient shall perform the services set forth in the approved Statement of Work. All activities covered under this agreement shall be consistent, and comply with the applicable portions of the Section 1452 of the Safe Drinking Water Act, as amended (42 U.S.C. 300j-12), the federal administrative and programmatic conditions as specified and applicable to subrecipients under EPA Assistance Agreement #FS-98003021, CFDA #66.468, as well as the requirements outlined in the Source Water Protection Grant Application Solicitation or Guide.

Cameras and surveillance equipment provisions apply:

- Must comply with regulations at 2 CFR 200.216, prohibition on certain telecommunication and video surveillance services or equipment, implementing section 889 of Public Law 115-232.
- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.

III. PROJECT SCOPE OF WORK

The project application as submitted by the Subrecipient and approved by DEQ shall serve as the approved Statement of Work.

IV. PROJECT MANAGEMENT

a. Time of Performance:

Work under this agreement shall start on the 1st day of March 2023 and end no later than the 29th day of February 2024.

b. Implementation Schedule:

Unless amended by mutual written agreement by both parties, the Subrecipient will perform the described tasks in conformance with the schedule included with their application.

c. Performance Monitoring:

DEQ will monitor the performance of the Subrecipient against goals and performance standards required herein. DEQ may terminate the agreement for failure to ensure reasonable completion of the project within the project period and in accordance with the implementation schedule herein.

V. PROJECT BUDGET

The total project cost of performing work under this agreement is \$75,253; and the total reimbursable, not to exceed cost is \$24,000, as specified in the budget tables below. DEQ may require a more detailed budget breakdown than the one contained herein. The Subrecipient shall provide such supplementary budget information in the form and content prescribed by DEQ. Any amendments to this budget must be approved in writing by DEQ.

Table 1. Budget Categories

Budget Line Item	DEQ Funds Budget	Matching Contribution	Total Budget
Personnel	\$0.00	\$4,655.20	\$4,655.20
Fringe	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Equipment	\$24,000.00	\$21,848.00	\$45,848.00
Contractual*	\$0.00	\$24,750.00	\$24,750.00
Other	\$0.00	\$0.00	\$0.00
Total Direct	\$24,000.00	\$51,253.20	\$75,253.20
Indirect	\$0.00	\$0.00	\$0.00
TOTAL	\$24,000.00	\$51,253.20	\$75,253.20

VI. BILLING PROCEDURES

a. Amount:

DEQ shall reimburse the Subrecipient in an amount not to exceed \$24,000 for costs related to project implementation, as outlined in the approved project scope of work and budget included as part of this agreement.

b. Requests:

DEQ shall reimburse the Subrecipient in an amount not to exceed \$24,000 for costs related to this agreement.

Source Documentation and Requests:

The Subrecipient must submit requests for reimbursement to DEQ using the invoice template. Requests for reimbursement must include:

- Signed Invoice Template (see attached)
- Copy of receipt(s)
- Completion Report (see attached)

c. Submission of Requests:

Reimbursement requests must be submitted electronically via email to DEQ Project Manager, Curtis Cooper at Curtis.Cooper@deq.idaho.gov AND DEQ Grants Officer, Douglas McRoberts at Douglas.McRoberts@deq.idaho.gov.

VII. REPORTING REQUIREMENTS

a. Progress Reports:

- i. A final report is required 60 days following project completion. The report must be submitted using the report template included as part of this agreement.

b. Minority-owned Business Enterprise / Women-owned Business Enterprise (MBE/WBE) Reporting:

- i. The Subrecipient must submit MBE/WBE reports to DEQ annually by October 20 for the duration of this agreement and according to the attached MBE/WBE reporting requirements. The final MBE/WBE report is due 60 days after project completion. The Subrecipient shall use the report template attached as part of this agreement.

c. Report Submission:

- i. All reports should be submitted electronically via email to the DEQ Project Manager AND Grant Officer:

Project Manager: Curtis Cooper (Curtis.Cooper@deq.idaho.gov)
Grant Officer: Doug McRoberts (Doug.McRoberts@deq.idaho.gov).

- ii. Questions regarding reporting requirements may be directed to the DEQ Grant Officer:

Curtis Cooper
DEQ State Office
1410 N. Hilton
Boise, ID 83702
Phone: (208) 373-0249
Email: Curtis.Cooper@deq.idaho.gov

Table 5 Reporting Requirements Summary

Reporting Activity	Reporting Frequency	Reporting Period	Report Due Date(s)
Progress Reports	Final Report	At Project Completion	60 days post project completion
MBE/WBE Reports	Annual / Final	Oct 1 – Sep 30	October 20 or 60 days after the end of the project period

VIII. RECORD RETENTION REQUIREMENTS & ACCESS

The Subrecipient shall retain all financial records, supporting documents, statistical records and all other records pertinent to this agreement and its associated project(s) for a minimum of three (3) years from the date of payment of final invoice or from the date of the publication and approval of the final report, whichever is later.

If any litigation, claim, or audit is initiated prior to the expiration of the three (3) year period, the Subrecipient shall retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Records for any equipment acquired through funding provided to the Subrecipient through this agreement shall be retained for three (3) years after final disposition.

The Subrecipient agrees to provide the DEQ Director, or his/her authorized agents, access to all files, records, accountings and books relating to the management and accountability of this sub-award.

IX. SUBAWARD CLOSEOUT INSTRUCTIONS

This sub-award will be considered closed once the Subrecipient submits all invoices, reports, and any other requested documentation to DEQ, AND these documents have been paid / approved by DEQ. This includes the final invoice and the final report.

X. TITLE OF EQUIPMENT

Title of any equipment purchased under this agreement will conditionally vest with the Subrecipient in accordance with 2 CFR 200.313.

ALERT

“Total Procurement” fields and “MBE/WBE Combined Procurement” fields located in section 4B of this form should include Federal funds provided under the assistance agreement, recipient matching funds, and funds from other sources that are included in the assistance agreement.

Due to process time of Paperwork Reduction Act procedures, EPA is not able to update the [EPA Form 5700-52A](#) immediately to reflect this clarification.

If EPA grant recipients have questions about [EPA Form 5700-52A](#), please work with your respective Grants Specialist or [DBE Coordinator](#).

Acknowledgement of Federal Audit Requirements for Federal Subrecipients

Subaward grant funds disbursed per this Agreement are considered federal financial assistance per the Single Audit Act (SAA) of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507 (2000) and moved and incorporated in 2014 into the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200, Subpart F – Audit Requirements. If a Subrecipient expends more than \$750,000 of federal funds (including, but not limited to those received as part of this agreement) in their fiscal year 2016 or later; then, the Subrecipient must have a single or program-specific audit conducted for that year in accordance with Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (§200.500-200.500.521). In such case, the Subrecipient must:

- Procure or otherwise arrange for the required audit in accordance with 200.509 Auditor selection, and ensure it is properly performed and submitted when due;
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with §200.510 Financial statements;
- Properly submit audit report in a timely fashion (§200.512):
 - The audit must be submitted within **thirty (30) calendar days** after the receipt of the auditor's report **OR nine (9) months** after the end of the audit period, which is generally the Subrecipient's fiscal year end.
 - The auditee must ensure timely submission of the data collection form and reporting package to the Federal Audit Clearinghouse (FAC) as described in §200.512 paragraphs (b) and (c) respectively.
 - Subrecipient must keep one copy of the data collection form and one copy of the reporting package on file for **three (3) years** from the date of submission to the FAC.
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with §200.511, Audit findings follow-up, paragraph (c), respectively (as appropriate);
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Subpart F.

The Subrecipient recognizes that it is responsible for determining if the **\$750,000** threshold is reached, as appropriate, and if a SAA audit is required. Additionally, the Subrecipient must inform the Department, in writing, of any findings or recommendations pertaining to this agreement contained in any audits conducted by the Subrecipient. In such cases, the Subrecipient must also provide the Department with a copy of the audit.

Signature of Authorized Representative: _____ Date: _____

CONFLICT OF INTEREST CERTIFICATION

Subgrant #: S783

Subrecipient Name: Coeur d'Alene Water

A conflict of interest (COI) is defined as an actual or potential situation that undermines, or may undermine, the impartiality of an individual or non-federal entity because their self-interest conflicts, or may conflict with their duty and obligations to the public in performing a federally funded financial assistance agreement. COI also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such, for an applicant or contractor in competing for federal financial assistance.

Situations Requiring Disclosure: (1) Any COI described at 2 CFR 200.318(c)(1) including consulting fees or other compensation paid to employees, officers, agents of the subrecipient and/or members of their immediate families paid by procurement contractors or other subrecipients receiving federal funding under a subaward. (2) Any organizational COI described at 2 CFR 200.318(c)(2) between the subrecipient and procurement contractors or other subrecipients receiving federal funding under a subaward.

Timing & Content of Disclosure: Subrecipients must disclose any COI related to this agreement within 10 calendar days of discovery to DEQ’s Project Manager. All disclosures must be in writing preferably through email communication. In addition to describing the COI, subrecipients must also provide any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict.

Subrecipient Point of Contact (POC): This is the person designated to disclose and resolve any COI that may arise related to this subaward agreement. The Subrecipient POC must be an employee or officer of the Subrecipient or another entity (e.g. consultant or attorney) expressly authorized by the Subrecipient to speak on its behalf.

Name: _____ Phone: _____

Title: _____

Please check one of the following:

- The subrecipient has implemented a written policy of financial COI that is consistent with federal general procurement standards referenced herein. I certify that all individuals responsible for the application, design, implementation, administration, and/or monitoring of this agreement have made the required disclosures to DEQ in accordance with the subrecipient’s policy.
- The subrecipient has not implemented a written policy of financial COI. I certify that all individuals responsible for the application, design, implementation, administration, and/or monitoring of this agreement have made the required disclosures to DEQ in accordance with the situations, timing, and content of disclosure requirements listed above.

I certify that the information listed above is true, complete and accurate to the best of my knowledge, and that I am an Authorized Organizational Official for the subrecipient.

Signature: _____ Email: _____

Date: _____ Name: _____ Title: _____

*Questions? Contact DEQ Grants/Contracts Management Supervisor, Doug McRoberts
Ph: (208) 373-0497*

Email: Douglas.McRoberts@deq.idaho.gov

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The applicant certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Coeur d'Alene Water

Title/Institution



U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 1 hour per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

1A. REPORTING PERIOD October 1, _____ – September 30, _____	1B. REPORT TYPE <input type="checkbox"/> Annual <input type="checkbox"/> Final Report (Project completed)												
1C: Revision of a Prior Year Report? <input type="radio"/> No <input type="radio"/> Yes If yes, what reporting period is being revised and briefly describe the changes made. Note: The revised report will replace the associated original report in its entirety.													
2A. RECIPIENT UNIQUE ENTITY IDENTIFIER 													
2B. RECIPIENT REPORTING CONTACT Name: Email: Phone:													
3. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) (For SRF state recipients, please include all numbers for all open assistance agreements being reported on this form.													
4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), CHECK and SKIP to Block No. 6. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.) <input type="checkbox"/>													
4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars)													
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 20%; text-align: center;">Construction</th> <th style="width: 20%; text-align: center;">Non-Construction</th> <th style="width: 20%; text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>Total Procurement:</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td>MBE/WBE Combined Procurement:</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">\$ _____</td> </tr> </tbody> </table>		Construction	Non-Construction	Total	Total Procurement:	\$ _____	\$ _____	\$ _____	MBE/WBE Combined Procurement:	\$ _____	\$ _____	\$ _____
	Construction	Non-Construction	Total										
Total Procurement:	\$ _____	\$ _____	\$ _____										
MBE/WBE Combined Procurement:	\$ _____	\$ _____	\$ _____										
5A. Good Faith Efforts: If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.501 and 2 CFR 200.321. <input type="checkbox"/> Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period. <input type="checkbox"/> No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.	5B. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made. <input type="checkbox"/> No MBE/WBE(s) applied <input type="checkbox"/> No MBE/WBE(s) were qualified <input type="checkbox"/> Other:												
6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	TITLE												
7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	DATE												

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33 and 2 CFR Parts 200 and 1500. The reporting requirement reflects the change in the reporting threshold described in Recipient/Applicant Information Notice-2018-G04 issued by EPA's Office of Grants and Debarment on September 7, 2018 (<https://www.epa.gov/grants/rain-2018-g04>). EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction and services exceeds the current Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub-awards or loans.

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the Simplified Acquisition Threshold.

For example, if the Simplified Acquisition Threshold is \$250,000, then if a recipient has \$300,000 budgeted under procurement, then completion of this report is required.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds the Simplified Acquisition Threshold.

If at the time of award the budgeted funds exceed the Simplified Acquisition Threshold but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to the Simplified Acquisition Threshold and is

maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal fiscal year (i.e. October 30th), per the terms and conditions of the financial assistance agreement.

Final reports are due October 30th or 120 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement. Failure to comply may lead to termination of the financial assistance agreement which is then reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) pursuant to 2 CFR 200.339(b).

B. Submission:

Recipients must submit completed forms to the point of contact associated with the awarding office for the applicable assistance agreement. Information on specific points of contact for EPA's Headquarters and ten Regional Offices is located at:

<https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises>

Questions regarding the completion of this form should be directed to the DBE Coordinator associated with the awarding office for the applicable assistance agreement. A list of the DBE Coordinators for each awarding office can be located here:

<https://www.epa.gov/grants/epa-dbe-program-coordinators>

C. Instructions:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2020 falls within Federal fiscal year 2021**)

1B. Specify report type. Check the annual reporting box if this is an annual report. If it is a final report, check the final report box to indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making including what reporting period is being revised. The revised report will replace the associated original report in its entirety.

2A. Provide your organization's Unique Entity Identifier. More information about Unique Entity Identifier, including its meaning, can be found in 2 CFR Part 25.

2B. Identify the name and contact information for the person located within the recipient organization that can be contacted if questions arise from this report.

3. Provide the Federal Award Identification Number (FAIN) assigned by EPA. A separate report must be submitted for each Assistance Agreement.

*For SRF recipients: In box 3 list numbers for ALL OPEN Assistance Agreements being reported on this form.

4A. Self-explanatory. **Note:** Procurement means expenditures under the supplies, equipment, construction, services or "other" categories, and include funds expended for procurement under sub-awards or loans.

4B. Provide the total dollar amount (in dollars) of **ALL** procurements awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds the threshold. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

Provide the total dollar amount (in dollars) of MBE/WBE procurements **ONLY** awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, SRF loan recipients, and prime contractors not just the portion which exceeds the threshold.

***For SRF recipients only:** In 4B, please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. (**SRF state recipients report state procurements in this section**)

5A. Self-explanatory.

5B. If procurements were made during this reporting period, but no procurements with MBE(s) or WBE(s) are being reported, then select the reason why. If "Other" is chosen, please fill in with the reason.

6. Self-explanatory.

7. Self-explanatory.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.



State Fiscal Year 2023 Source Water Protection Grant Public Water Supply Applicants

*This form is for water systems regulated by DEQ or an Idaho health district.

Date

1. Project Title/Name

2. System Information

Public Water System (PWS) name and number

Name

Number ID

System Address
(Street Address or PO Box, City, State, Zip Code)

System Phone Number

Ext.

System Email Address

Federal Tax ID Number

UEI Number

(Please refer to [SAM.gov](https://sam.gov) to find or apply for a Unique Entity ID number. NOTE: This 12-digit UEI replaces the DUNS number)

Liability Insurance Policy, Provider Number, and Expiration Date

Number Expires

Workers Comp Insurance Provider, Policy Number, and Expiration Date

Number Expires

Month and Day of Fiscal Year End

3. Person with Signature Authority

Name

Title

Address

Phone Ext.

Email

4. Project Contact (If different from Signature Authority)

Name

Title

Address

Phone Ext.

Email

5. Project Description

Provide a detailed description of the project.

To install a remote camera system (Outdoor Vandal bullet camera, 5MP @ 30fps) at all are well sites along with electronic door locks (Brivo Onair ACS300 IP door controller with Sifi & BLE) to better help protect our sources from any unwanted activities.

Identify how the project is protective of the drinking water source.

By installing the cameras and the door locks we will have instant notification of any unauthorized access to our water sources. We will also be able to better monitor contractors that are working on or near our site. The proposed camera system will also be able to record any vandalism that has occurred to better help our law enforcement.

What specific outcomes are expected from this project?

To have 24-hour video surveillance to all our water sources along with electronic records of anyone that accesses our site.

Describe the PWS's ability to complete this project (skills, personnel, resources, timeframe, etc.).

The water department has 22 employees on staff with two journeymen electricians and 2 electrician apprentices. We also work very closely with the city's IT staff that helps us with any technical issues related to software. The water department handled large and small projects from start to finish on a daily basis and we have started the process to categorize all our sources and reservoirs to install a security system.

6. Project Location

Describe your project area or location, and/or attach a map of the project area.

We have multiple sites scattered around the city. It would be difficult to get a single map showing their locations but please see below for the well site name and address of location.

Atlas Well- 4591 N Atlas Rd
Huetter well- 7032 Huetter rd
Landings Well- 7881 N Atlas Rd
Prairie Well -639 W Wilbur Ave
Harley Well- 1210 W Harley Ave

7. Contaminant Sources – How are Existing and Potential Sources Addressed?

Does the project address existing contamination sources? If so, what are the existing sources and how does the project address these sources? (If a [Source Water Assessment](#) has been completed for the system, the potential contaminant inventory may include this information.)

It is in our comp plan completed in 2012 and is going to be updated in 2023 to to install security measures to protect the wellheads from accidental or malicious activities which could lead to contamination

Which potential contaminants and sources of these contaminants exist within 500 feet of the well(s) or spring; or within 1 mile of a surface water intake? Does the project address these potential contaminants? If so, please identify which ones.

We have identified all in ground tanks within 1000 feet from all our well heads.

8. Source Water Protection Plan

Does the PWS have a source water protection (SWP) plan that is current and has been certified within the past 5 years? Yes No

If not, will the PWS complete or update a source water protection plan prior to completing this project? Yes No

If the PWS does have a currently certified SWP plan, does this project fulfill a component of it? Yes No

Which components of the SWP plan will the project address?

Security upgrades

If not, will the PWS update the SWP plan before completing this project to include the efforts undertaken with this grant? Yes No

9. Is the PWS a member of Idaho's Water and Wastewater Agency Response Network (IDWARN)? Yes No
 (Points are awarded to applicants who are members of IDWARN.)

10. Work Plan Tasks and Schedule

List each task below. Provide the task name, description, start and end dates, deliverables, and budget requested. *Applications requiring a contractor (i.e., well abandonment and fencing) must include at least one project bid with the application. Attach additional sheets as needed.*

Task 1	Start Date	End Date
Installation of cameras and electronic locks at all 11 well sites	10/1/22	9/29/23

Deliverables:

Cost and Items Budgeted for Task 1			
Item	DEQ Cost	Match Contribution	Total Cost
Installation of cameras and electronic locks at all	24000	51253.2	75253.2
			0
			0

Task 2	Start Date	End Date

Deliverables:

--

Cost and Items Budgeted for Task 2

Item	DEQ Cost	Match Contribution	Total Cost
	0		0
	0		0
	0		0

Task 3

Task 3	Start Date	End Date

Deliverables:

--

Cost and Items Budgeted for Task 3

Item	DEQ Cost	Match Contribution	Total Cost
	0		0
	0		0
	0		0

11. Budget

Complete the table below. Estimate the total cost of your project.

Item	DEQ Funding Amount	Matching Contribution ^a	% Match of Total ^b	Total Budget
Personnel	0	4655.20	0.00%	4655.2
Fringe Benefits			0.00%	0
Travel			0.00%	0
Equipment			0.00%	0
Supplies	24000	21848	91.03%	45848
Contractual	0	24750	0.00%	24750
Other (indicate in budget summary)			0.00%	0
Total Direct	24000	51253.2	213.56%	75253.2
Total In-direct ^c			0.00%	0
Totals	24000	51253.2	213.56%	75253.2

a. Match may be cash or in-kind and must be provided during the grant award year. Points are awarded to applications that provide matching funds.

b. Match percentage is calculated as a percentage of DEQ's funding amounts.

c. Entities with a federally approved indirect rate must submit a copy of their federally approved rate prior to final award. Entities without a federally approved indirect rate will need to meet federal guidelines of a 10% de minimus indirect rate. Indirect rates budgeted that do not meet these guidelines will be adjusted prior to final award. Note: This table provides estimated budget amounts. If your project is selected for funding, a more detailed budget may be required.

Budget Category Definitions	
Personnel	Salary and wages
Fringe Benefits	Employee benefit compensation including insurance, workers compensation, retirement, and other fringe benefit costs (does not include salaries that are included in personnel costs)
Travel	Travel expenses including mileage, lodging, meals, etc.
Equipment	Tangible items with a useful life of more than 1 year or a useful life beyond the project, including computers, copy machines, lab equipment, etc.
Supplies	Materials and items used solely for the project and/or does not have a useful life beyond the project, including paper, office supplies, project materials (e.g., fencing materials), etc.
Contractual	Cost for subcontracts
Other	Items not identified in any other budget category. List "other" expenses in the budget narrative if you wish to use this budget line.
Total Direct	A "direct cost" is an expense completely attributed to the production of a specific good or service and is not incurred for joint purposes within the organization. Direct expenses can be traced to a specific product, service, customer, or project. Examples of direct costs include direct labor/personnel not related to administration, equipment, and supplies.
Total Indirect	Indirect costs, or overhead costs, are costs incurred for a common or joint purpose within the organization. Indirect costs benefit more than one cost objective or project and are not easily allocated to a specific cost objective or project as a direct expense. Typical indirect costs include, but are not limited to, salaries and wages of administrative staff, building maintenance and utilities, basic shared office supplies, rent, cell phones, etc.

12. Budget Details

Provide a description of the budget request that includes the following:

Personnel Hours	Most of the work will be completed by a contractor. Staff w
Travel Costs, including the number of trips and locations, total amount of mileage, per diem/meals, hotels, airfare, and other travel expenses included in the budget.	
Equipment Needs	Security cameras, card reader, door locking hardware, recording software, and all other items related to a +
Supply Needs	
Contracted Services	The city would be utilizing a contractor Access Unlimited c +
Other Needs	
Indirect Rate Calculation(s)	
Matching Contributions	\$51253.20
Match Provided (cash, in-kind)	

Signed by Signature Authority

APPLICATION DEADLINE: September 23, 2022

Applications must be received by email or postmarked by September 23, 2022 to be considered for funding.

Applications can be submitted through email or mail to:

Idaho Department of Environmental Quality
Attn: Curtis Cooper - Source Water Program Coordinator
1410 N. Hilton
Boise, Idaho 83706
(208) 373-0249
Curtis.Cooper@deq.idaho.gov

**CITY COUNCIL
STAFF REPORT**

DATE: MAY 16, 2023

FROM: RENATA McLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

SUBJECT: REQUEST FOR DESTRUCTION OF RECORDS

DECISION POINT: To authorize the destruction of certain public records in accordance with the City's records retention schedule for the Police, Streets and Engineering, Finance, and Municipal Services (including Mayor/Administration files), and Legal Departments?

HISTORY: Idaho state code 50-907 and 50-908 set forth requirements for cities related to public records. The code establishes the type of record, length of time for minimum retention and notes that cities shall adopt their own records retention manual and schedule. The city has done so through Resolution 16-056. The following request for destruction of records is in accordance to the policy adopted by Council. The Police Department is requesting the destruction of graffiti photos from 1993, which have surpassed the retention period of 5-years for semi-permanent records. The Municipal Services Department is requesting the destruction of temporary records, specifically, vehicle pre-trip inspection forms from the Streets and Engineering Department and city-wide emails prior to 2017, including back-up tapes, which are all temporary records only required to be maintained for 2-years. Additionally, Municipal Services is requesting the destruction of Mayor/Administration files kept electronically by the Executive Assistant. Files range from coordinating travel, presentation preparation, monthly activity reports, internal committee agendas, all of which are temporary files that are no longer needed. The Finance Department is requesting the destruction of various records from Temporary to Semi-permanent that are no longer needed and/or required to be maintained. The Legal Department is requesting the destruction of various electronic records that are original work product of the Prosecutor's Office. These documents are no longer needed and should be removed prior to the implementation of a new case management software program. A detailed list of items is attached to this staff report.

PERFORMANCE ANALYSIS: Records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files in order to maintain storage space for future records. This request is in accordance to the approved Records Retention Policy approved pursuant to Resolution No. 16-056.

DECISION POINT: To authorize staff to proceed with the destruction of records from the Police, Streets and Engineering, Finance, Municipal Services (including Mayor/Administration files) and Legal Departments, as listed, and pursuant to I.C. 50-907 and the City's adopted records retention schedule.

RESOLUTION NO. 23-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ALLOWING FOR THE DESTRUCTION OF RECORDS RETAINED BY THE ADMINISTRATION / MAYOR'S OFFICE, AND THE FINANCE, LEGAL, MUNICIPAL SERVICES, AND POLICE DEPARTMENTS, OVER TWO (2) YEARS OLD OR DEEMED TEMPORARY BY THE CITY COUNCIL.

WHEREAS, the below records of the City of Coeur d'Alene have been retained for at least the length of time required by Idaho Code § 50-908 and the City's Records Retention Policy,

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)	NOTES/DESCRIPTION
Administration / Mayor / BCC:			
AIC Files	Temp/24mos	1/2005-12/2020	Schedules, itineraries, letter, travel arrangements
BCC Flyers	Temp/24mos	1/2010-12/2020	
Building Dept IDs	Temp/24mos	2004-2006	Employee badges/photos
Blurb	Temp/24mos	2007-2018	Letters, admin reports, presentations, photos
Budget	Temp/24mos	2015-2020	Wordcharts, graphics
Business Cards	Temp/24mos	2013-2014	Templates
Calendars	Temp/24mos	2002-2021	Citywide calendars
CDA2030	Temp/24mos	2014-2015	Planning docs
City Admin Reports	Temp/24mos	2004-2006	Monthly activity reports
City Hall expansion	Temp/24mos	2003	Working documents
City Hall Remodel	Temp/24mos	2014	2014 meeting agenda
Council Retreat	Temp/24mos	2003-2016	Department strategic goals-plans
Deputy City Admin Reports	Temp/24mos	2006-2008	Monthly activity reports
Development Forum Files	Temp/24mos	2011-2013	Agendas, sign-in sheet, invitations, minutes
Misc Documents	Temp/24mos	1999-2012	Letters, press releases, notes
Agendas	Temp/24mos	2004-2012	DRT Agendas
Agendas-Executive Team	Temp/24mos	2002-2020	Agendas
Minutes-Executive Team	Temp/24mos	2002-2020	ET meeting minutes
Green CDA Flyer	Temp/24mos	2011	Flyer
Heads Up	Temp/24mos	2001-2020	Daily notifications
Agendas	Temp/24mos	2014-2018	Internal Communications Committee Agendas
Minutes	Temp/24mos	2014-2018	Internal Communications Committee Minutes
Ironman	Temp/24mos	2004-2005	Ironman Race documents, program, mailing list, logo, course pictures

Misc Documents	Temp/24mos	2000-2020	Letters, itineraries, calendars, worksheets
ID Badges/Photos		2005	Muni-Services Dept employee badges/photos
Newsletter	Temp/24mos	2015-2020	Municipal Milestones Monthly Newsletter
Organizational Assessment	Temp/24mos	2007	Assessment of the organization of the Police Dept
Agendas	Temp/24mos	2006-2012	Project Coordinator meeting agendas
Abatement Letters	Temp/24mos	2007	Code Enf Letters to owners needing to repair sidewalks
Staff Reports	Temp/24mos	2005-2009	Surplus Auction files
Surplus inventory lists	Temp/24mos	2005-2009	Surplus Auction files
Flyers	Temp/24mos	2013	Visioning flyers
Finance:			
Accounts payable	Temporary	10/2018-9/2019	check registers, proof lists and journal entries
Accounts payable	Temporary	10/2018-9/2019	check request vouchers showing vendor names and voucher amounts
Parking tickets	Semi-permanent	10/2015-9/2016	
Trial balance report	Semi-permanent	10/2015-9/2016	
Accounts payable	Semi-permanent	10/2015-9/2016	Cancelled checks/checking accounts
Daily Adjustment reports	Semi-permanent	10/2015-9/2016	
Cash receipting proofs	Temporary	10/2018-9/2019	
Fleet Inventory	Semi-permanent	10/2015-9/2016	
Journal Entries	Semi-permanent	10/2015-9/2016	
Petty Cash Records	Temporary	10/2018-9/2019	
Utility billing	Semi-permanent	10/2015-9/2016	Service Requests
Bank checking account records	Semi-permanent	10/2015-9/2016	bank statements, deposit slips, cancelled checks and bank statements: bank checking account records miscellaneous
Utility billing	Semi-permanent	10/2015-9/2016	calendar, monthly billing proofs, new owners lists, past due reports and payment stubs; collections spreadsheets; turn off lists; utility billing registers
Bond files	Semi-permanent	10/2015-9/2016	
Cash receipting proofs	Semi-permanent	10/2015-9/2016	
Budget amendments and preparation	Semi-permanent	10/2015-9/2016	
Expenditure Budget summary	Semi-permanent	10/2015-9/2016	
Payroll	Semi-permanent	10/2015-9/2016	Deductions by employee, lists deduction code, amount and total for year to date
Payroll	Semi-permanent	10/2015-9/2016	Garnishments

Payroll	Semi-permanent	10/2015-9/2016	records, time sheets, reports
Payroll	Semi-permanent	10/2015-9/2016	W-2 forms held electronically
Payroll	Semi-permanent	10/2015-9/2016	Check register
Employees Payroll Pay reports	Semi-permanent	10/2015-9/2016	
Workers compensation	Semi-permanent	10/2015-9/2016	
Legal:			
Prosecutors' office - Electronic Records	Temporary	Prior to January 2019	Electronic records that are original work product of prosecutor's office to include: pleadings; discovery requests and responses; motions and orders; victim/witness correspondence, photos and videos; attorney case notes, research documents, briefs, email correspondence; criminal histories, and certified document packets;
Municipal Services:			
Citywide E-mails – Municipal Services	Temporary	Prior to January 2017	
Citywide IT Backup tapes – Municipal Services	Temporary	Prior to January 2017	
Police:			
Graffiti Photos	Semi-Perm	1993	
Streets & Engineering:			
Vehicle Pre-trip Inspection Form - Streets	Temporary	Prior to January 2021	

and

WHEREAS, the City Council has found, and does hereby find, such records to be of no value for information or otherwise to the public or to the City of Coeur d'Alene, and the storing of such records results in substantial unnecessary expense to the City.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that all such records be destroyed under the direction and supervision of the City Clerk.

DATED this 16th day of May, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: MAY 16, 2023

FROM: RENATA McLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE
DOWNTOWN ASSOCIATION (DTA)

DECISION POINT: Should the City Council approve the proposed Memorandum of Understanding with the Downtown Association (DTA) for the Car d' Lane Events to be held June 16 and 17, 2023?

HISTORY: At the July 19, 2022, Council meeting, Council requested staff to begin looking at options of entering into agreements for some of the large special events held in the City. Agreements allow the City to negotiate with the sponsor to take on additional responsibilities such as providing volunteers to man non-emergency intersections, placement of no-parking signs, use of certified flaggers, and payment in addition to the general fees. The Car d' Lane cruise has a different route last year that was problematic for public safety and for the streets and engineering staff. Negotiations resulted in a re-organization of the route and better marked detours to provide a much safer route, as well as limits the number of entries. All of these changes work better for public safety, and streets and engineering. Additionally, the Memorandum clarifies roles and responsibilities so there are no questions the days of the events.

The Streets and Engineering Department crafted the traffic safety plan, which will remain the plan for years to come. This plan satisfies the requirements of the Manual on Uniform Traffic Control Devices (MUTCD). Staff envisions one future master agreement for all events that are sponsored by the DTA after working through each event this season and creating the traffic control plans for each event.

FINANCIAL ANALYSIS: The fee included under the Memorandum is \$1,050.00, with a \$1,000.00 security deposit, in compliance with the approved fee resolution. There are some legal restrictions regarding covering events costs, including that the fee must be reasonably related to actual costs and cannot be higher than actual costs for the actual event. When there is a controversial political message which might offend a hostile crowd, it is unconstitutional to add to the fees anyone else must pay. Further, a fee that is based on the content of the message violates the First Amendment. While there are additional costs to City departments with Car d' Lane, the DTA has picked up additional costs as well. The DTA provided a cost breakdown and it has \$14,950 in expenses. It also estimates volunteer hours to have a value of \$6,355. The Memorandum outlines the responsibilities of the City and DTA in order to level the amount of staff time needed for these types of community events.

The following are the anticipated City costs associated with the 2022 Car d'Lane event as provided by the named departments:

- Police Department: Total regular hours are 117.50, with a total cost of \$4,875.83 (this includes people who are reassigned from regular duties to work this event, because of the size of the event, and who were not eligible for OT); Total OT hours are 239.09, with a total cost \$14,197.48, for a total of 356.59 hours, and a total cost \$19,073.31.
- Fire Department: Only costs associated with Tent inspections, totaling \$250.00.
- Streets and Engineering Department: 24.5 hours of Comp-time and Overtime combined, totaling \$2,153.00.

DECISION POINT/RECOMMENDATION: Staff recommends the approval of the proposed Memorandum of Understanding with the Downtown Association for the Car d' Lane Events to be held June 16 and 17, 2023.



Date: 6-16 thru 6-17 **Project:** Car d'Alene

Comments:
 Barricades in place by 9:00 pm on the 16th.
 Opened back up by 4:30 pm on the 17th

- Cars
- Vendor Alley
- Young Builders Alley
- Overflow
- Traffic
- ROAD CLOSED Barricade

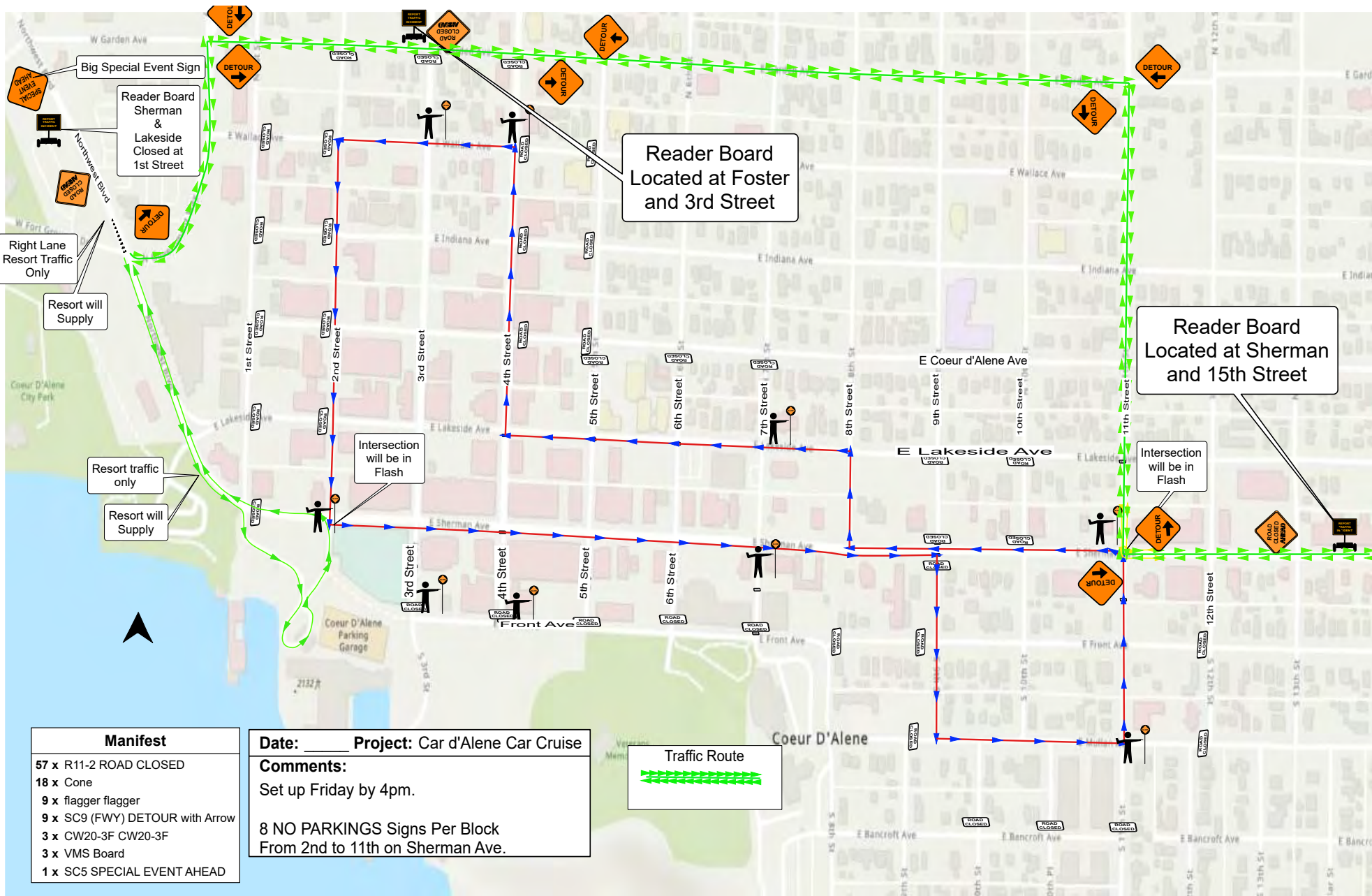
Big Special Event Sign

Reader Board
 Sherman &
 Lakeside
 Closed at
 1st Street

Right Lane
 Resort Traffic
 Only

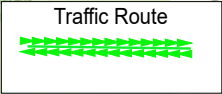
Resort traffic
 only

Manifest
21 x R11-2 ROAD CLOSED
18 x Cone
1 x CW20-3F CW20-3F
1 x SC5 SPECIAL EVENT AHEAD



Manifest
57 x R11-2 ROAD CLOSED
18 x Cone
9 x flagger flagger
9 x SC9 (FWY) DETOUR with Arrow
3 x CW20-3F CW20-3F
3 x VMS Board
1 x SC5 SPECIAL EVENT AHEAD

Date: _____ **Project:** Car d'Alene Car Cruise
Comments:
 Set up Friday by 4pm.
 8 NO PARKINGS Signs Per Block
 From 2nd to 11th on Sherman Ave.



RESOLUTION NO. 23-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE DOWNTOWN ASSOCIATION (DTA) FOR THE CAR D'LANE EVENTS TO BE HELD JUNE 16TH AND 17TH, 2023.

WHEREAS, the Municipal Services Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with the Downtown Association (DTA) for the Car d'Lane Events to be held on June 16th and 17th, 2023, pursuant to terms and conditions set forth in a Memorandum of Understanding, 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 Memorandum of Understanding.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Memorandum of Understanding with the DTA for the Car d'Lane Events to be held on June 16th and 17th, 2023, 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 Memorandum of Understanding 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 Memorandum of Understanding on behalf of the City.

DATED this 16th day of May, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D’ALENE
AND
THE COEUR D’ALENE DOWNTOWN ASSOCIATION, INC.
FOR
CAR D’LANE**

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the City of Coeur d’Alene (“CDA”) and the Coeur d’Alene Downtown Association, Inc., (“DTA”), and is intended to document the parties’ understanding of, and agreement to cooperate on, the two-day event known as “Car d’Lane.”

II. RECITALS:

WHEREAS, CDA is a municipal corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, DTA is a non-profit corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, DTA annually sponsors the event known as “Car d’Lane” in downtown Coeur d’Alene; and

WHEREAS, CDA and DTA recognize the need for and efficiency of a Memorandum of Understanding (“MOU”) in establishing each party’s expectations, as well as the roles and responsibilities of each party, for Car d’Lane; and

WHEREAS, it is the mutual desire of CDA and DTA to memorialize their understanding and agreement with respect to their cooperation on Car d’Lane; and

WHEREAS, this MOU creates a mutually beneficial solution for the parties involved.

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. DTA hereby agrees:

1. To sponsor Car d’Lane on Friday, June 16, through Saturday, June 17, 2023, and pay CDA a fee of seven hundred fifty and no/100 dollars (\$750.00) for the first

day and three hundred and no/100 dollars (\$300.00) for the second day, for a total of one thousand fifty and no/100 dollars (\$1,050.00) with a refundable damage deposit of one thousand and no/100 dollars (\$1,000.00);

2. To be solely responsible for the organization and operation of the Car d’Lane “Cruise” on Friday, June 16, 2023, and the Car d’Lane Car Show on Saturday June 17, 2023, (hereinafter referred to as the “Event”) except as set out in paragraph III(B) of this MOU;
3. To meet with CDA at least seven (7) days prior to the date of the Event to discuss the traffic control plan;
4. To maintain a line of direct communication with the CDA Police command center throughout the Event by a person who has authority to make decisions and bind DTA as may be required;
5. To provide qualified adults (“Monitors”) and certified flaggers to monitor and oversee the traffic control devices used for the Event, in the number and locations as determined by the traffic control plan prepared by CDA. A qualified adult is a responsible person over the age of eighteen (18) who has received adequate instruction/training from DTA regarding the proper methods of traffic control on public streets;
5. To supervise the Monitors in a reasonable and professional manner, and to provide and require said Monitors to wear a safety vest at all time when on duty, and to carry identification showing that they are authorized to control the traffic control devices on behalf of DTA;
6. That the Monitors are not employees, volunteers, or agents of CDA, but act entirely under the authority and responsibility of DTA;
7. That no more than three (3) days and no less than two (2) days prior to the date of the Event, DTA will place “No Parking” signs, approved and supplied by CDA, as indicated in the traffic control plan. DTA is responsible for inserting the appropriate information on the “No Parking” signs, and for removing the information and returning the signs to CDA within twenty-four (24) hours after the event. DTA is responsible for ensuring that the signs remain in their proper positions until DTA removes them. The Coeur d’Alene Police Department will coordinate the towing of vehicles parked in violation of the “No Parking” signs;
8. To assure that the traffic barricades supplied and placed by CDA remain in their proper positions, in accordance with the traffic control plan until the event is concluded;

9. That the Cruise route shall be on E. Sherman Avenue from 2nd Street to 11th Street, S. 9th Street from E. Sherman Avenue to E. Mullan Avenue, E. Mullan Avenue from S. 9th Street to S. 11th Street, S. 11th Street from E. Mullan Avenue to E. Sherman Avenue, N. 8th Street from E. Sherman Avenue to E. Lakeside Avenue, E. Lakeside Avenue from N. 8th Street to N. 4th Street, N. 4th Street from E. Lakeside Avenue to E. Wallace Avenue, E. Wallace Avenue from N. 4th Street to N. 2nd Street, and N. 2nd Street from E. Wallace Avenue to E. Sherman Avenue;
10. That DTA may begin assembly for the Cruise no earlier than 4:00 p.m., on Friday, June 16, 2023. No more than eight-hundred (800) vehicles will be authorized to participate in the Cruise;
11. That the Cruise shall start at 6:00 p.m., and be completed by 9:00 p.m., on Friday, June 16, 2023;
12. That, during the Cruise, vehicles exiting the Coeur d'Alene Resort shall be directed to turn left onto E. Sherman Avenue at 2nd Street. On the day of the Car Show, vehicles exiting the Coeur d'Alene Resort shall be directed to proceed north on 2nd Street, and through traffic shall be allowed on 3rd Street;
13. That the Car Show shall be on Saturday, June 17, 2023, from 5:00 a.m. until 4:00 p.m. Cars in the Car Show may be parked on both sides of E. Sherman Avenue from 1st Street to 5th Street, on the west side of N. 4th Street from E. Front Avenue to E. Lakeside Avenue, on the west side of S. 5th Street from E. Sherman Avenue to E. Front Avenue, and on East Front Avenue from S. 3rd Street to S. 4th Street. Vendors may be located on both sides of E. Sherman Avenue between 5th Street and 6th Street. There is the potential for overflow parking on the west side of N. 5th Street from E. Sherman Avenue to E. Lakeside, and on the west side of 6th Street between E. Front Avenue and E. Lakeside Avenue. The Young Builders Alley shall be located on E. Front Avenue from S. 5th Street to S. 6th Street;
14. That it will pull tent permits through the Fire Department in advance of the event;
14. That at 4:30 p.m. on Saturday, June 17, 2023, DTA will begin cleaning the Event sites, removing any DTA property that was placed for the Event. Clean-up shall be completed no later than 6:00 p.m. on Saturday, June 17, 2023;
15. That travel lanes on 3rd Street, 4th Street, and 6th Street shall remain clear and available for emergency vehicles during the Event. On Saturday, June 17, 2023, E. Front Avenue will be closed to through traffic, but vehicles in the McEuen parking lot will be allowed to exit at S. 3rd Street to travel north and at S. 6th Street to travel east on E. Front Avenue; and
16. That it will participate in a debriefing session with CDA within one (1) week of the conclusion of the event, or such other time as agreed by the parties.

B. CDA hereby agrees:

1. To prepare a traffic control plan for the Event and complete it at least seven (7) days prior to the date of the Event;
2. To meet with DTA at least seven (7) days prior to the date of the Event to discuss the traffic control plan;
3. To provide DTA with “No Parking” signs sufficient to comply with the traffic control plan at least three days before the Event;
4. The Coeur d’Alene Police Department will coordinate the towing of vehicles parked in violation of the “No Parking” signs;
5. To close the relevant streets no later than 4:00 p.m. on Friday, June 16, 2023, and to provide and set up traffic barricades needed to comply with the traffic control plan for the Cruise;
6. To remove the traffic barricades beginning at 9:30 p.m. on Friday, June 16, 2023, except for those traffic barricades needed for the Car Show, and to remove the traffic barricades necessary for the Car Show beginning at 4:30 p.m. on Saturday, June 17, 2023;
7. To direct traffic on southbound Northwest Boulevard on Saturday, June 17, 2023, onto E. Garden Avenue;
8. To close the 100 block of S. 5th Street as a staging area for the Police Department;
9. To begin removing the traffic barricades following the conclusion of the Cruise at 9:00 p.m., on Friday, June 16, 2023, except for those needed for the Car Show. E. Sherman Avenue will remain closed to traffic from 1st Street to 7th Street for the Car Show until 4:30 p.m. on Saturday, June 17, 2023, when CDA shall begin to remove the remaining traffic barricades; and
10. That it will participate in a debriefing session with DTA within one (1) week of the conclusion of the event, or such other time as agreed by the parties.

D. It is further agreed by all parties:

1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. That this MOU may be modified only by mutual written agreement.

3. Each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

Dated this 16th day of May, 2023.

CITY OF COEUR D'ALENE

COEUR D'ALENE DOWNTOWN ASSOCIATION

James Hammond, Mayor

Emily C. Boyd, Executive Director

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: MAY 16, 2023

FROM: TODD FEUSIER, STREETS & ENGINEERING DIRECTOR

SUBJECT: APPROVAL OF CHANGE ORDER #1 FOR THE 2023 CHIPSEAL PROJECT

DECISION POINT:

Staff is requesting City Council approval of Change Order #1 to the 2023 Chipseal Project Contract with Poe Asphalt Paving, Inc.

HISTORY:

This year's chipseal project was awarded to Poe Asphalt Paving, Inc.

FINANCIAL ANALYSIS:

The total cost of the change order is \$502,125.00, with the funds coming from the current overlay/chipseal budget.

PERFORMANCE ANALYSIS:

The change order allows for complete preparation prior to chipseal which will include grind and inlay on Atlas Road, Newbrook Drive, and Hanley Avenue Roundabout (map exhibit attached) with work to likely occur in late July when temperatures allow.

RECOMMENDATION:

Staff recommends approval of change order #1, in the amount of \$502,125.00, to the current contract with Poe Asphalt Paving, Inc.



Pavement Improvement Projects

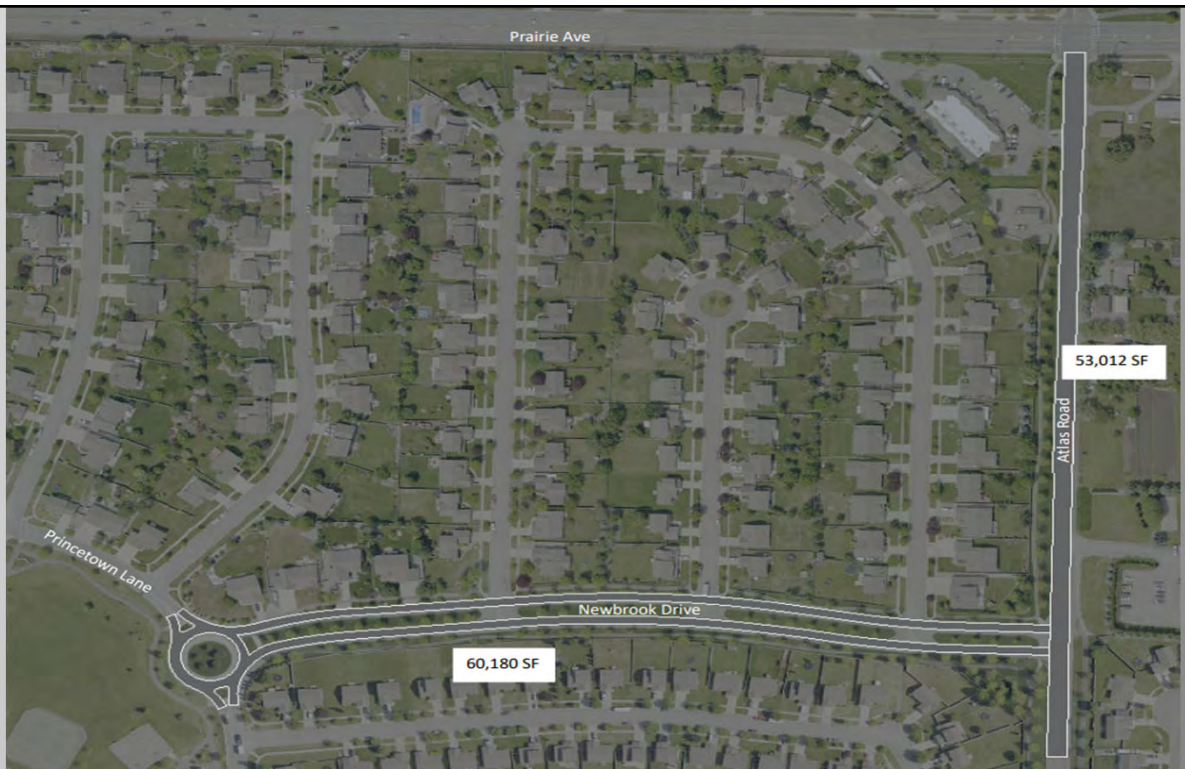


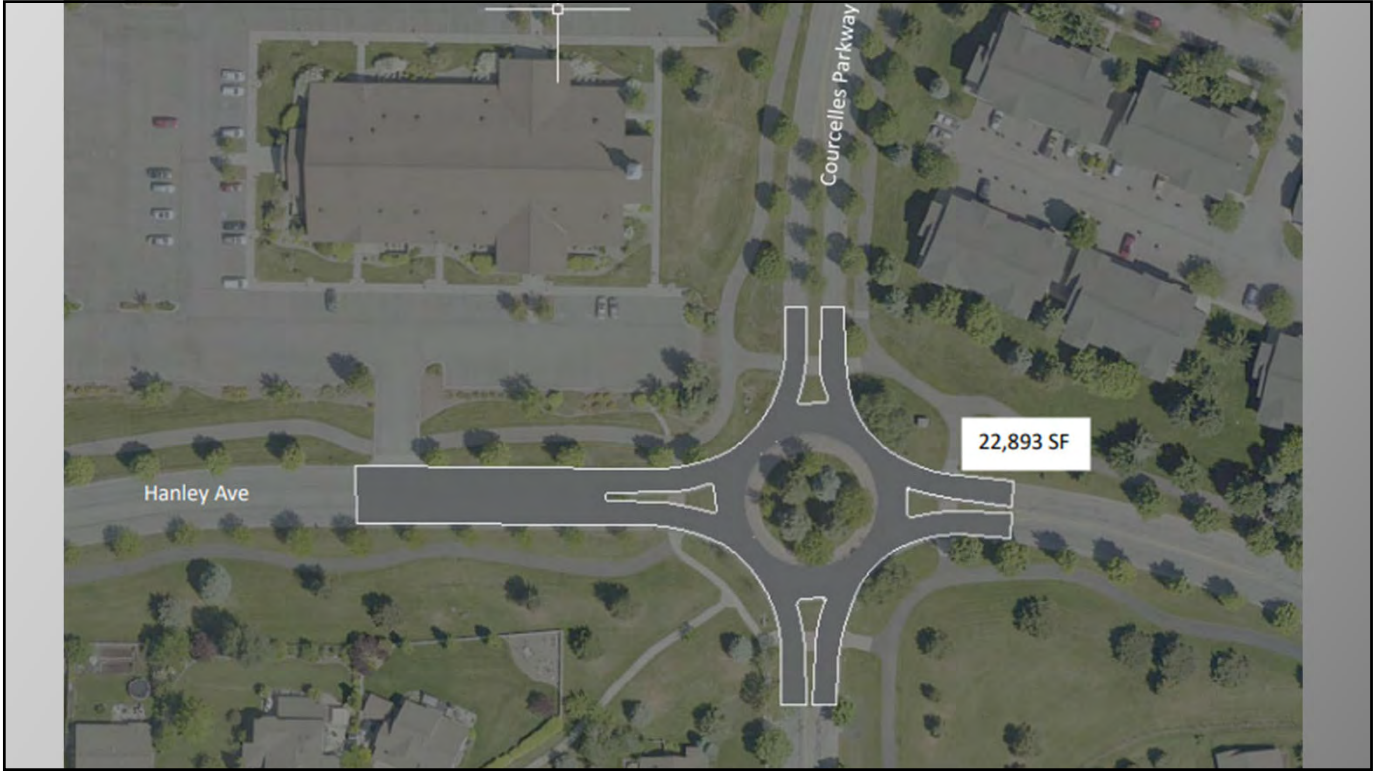
- Approval of Change Order #1
- Ramsey Road Improvements

Todd Feusier
Streets & Engineering Director

2023 Chipseal Program

Change Order #1 Preparations Prior to Chipseal Application Grind & Inlay





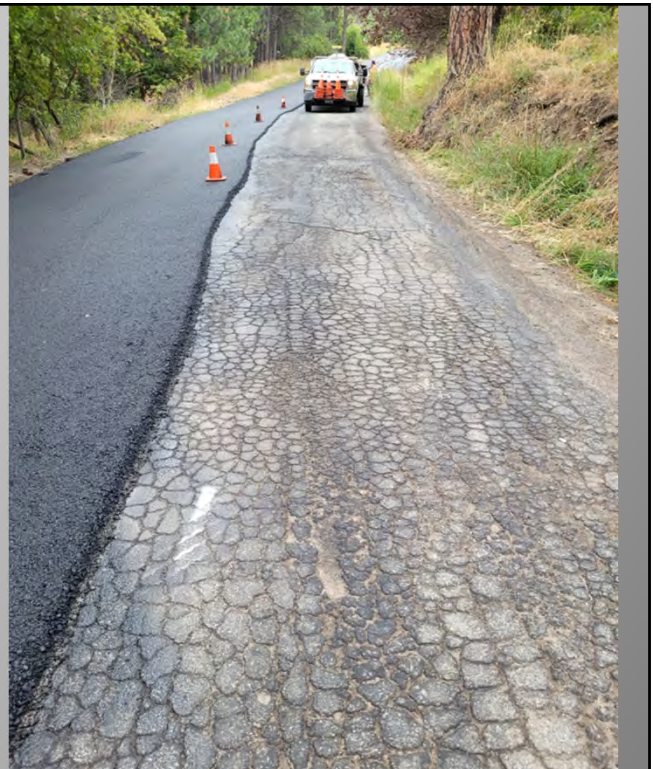
Staff Recommends Approval of
Change Order #1
For the 2023 Chipseal Project



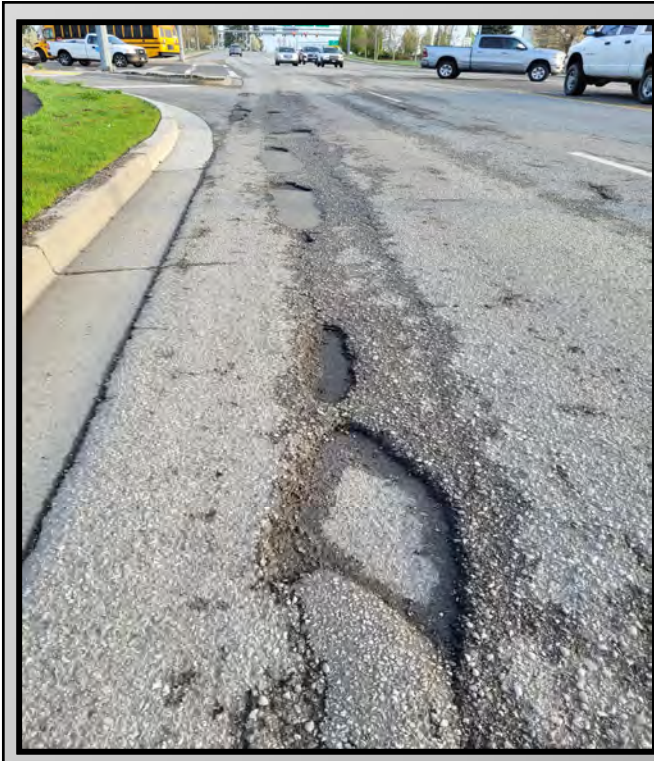
Ramsey Road Improvements

Appleway Avenue to Lakewood Drive Base Project

- Partnership with Idaho Transportation Department
- 2" Grind & Inlay



30,000+ Per Day





**Ramsey Road /
Northwest Blvd
Base Bid**



Ramsey Road Kathleen Avenue to Hanley Avenue Bid Alternative



Work Zone Safety

- ✓ Please be Patient
- ✓ Follow traffic control directions
- ✓ If a traffic signal is not operational, treat it as a stop sign
- ✓ Don't drive through fresh asphalt
- ✓ Reduce speeds through construction zone
- ✓ Increase following distance
- ✓ Motorcycles/bicycles and pedestrians use caution
- ✓ Expect several days before striping is completed



Questions?



RESOLUTION NO. 23-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH POE ASPHALT PAVING, INC., IN THE AMOUNT OF \$502,125.00 FOR ADDITIONAL PREPRATION FOR THE CHIPSEAL PROJECT, INCLUDING GRINDING AND INLAY ON CERTAIN DESIGNATED ROADS.

WHEREAS, pursuant to Resolution No. 23-023, adopted the 4th day of April, 2023, the City of Coeur d'Alene entered into a contract with Poe Asphalt Paving, Inc., for the 2023 Chipseal Project; and

WHEREAS, the Streets and Engineering Director is requesting approval of Change Order #1 to the contract with Poe Asphalt Paving, Inc, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, to provide for additional preparation for the chipseal project, including grinding and inlay on Atlas Road, Newbrook Drive, and the Hanley Avenue roundabout; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes Change Order #1 to the contract with Poe Asphalt Paving, Inc., pursuant to the Change Order attached hereto as Exhibit "A" and by this reference incorporated herein.

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

DATED this 16th day of May, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CHANGE ORDER

NUMBER 1

PROJECT: 2023 Chipseal

OWNER: City of Coeur d'Alene

EFFECTIVE DATE:

CONTRACTOR: Poe Asphalt Paving Inc

You are directed to make the following changes in the Contract Documents

Description: Preparation for 2023 Chipseal Project (map and bid attached)

Total cost of Change Order: \$502,125.00

Increase/Decrease

CHANGE IN CONTRACT AMOUNT:

CHANGE IN CONTRACT TIMES

Original Amount \$639,000.00

Net Changes from Previous
Change Orders
Prior Contract Price

Net **Increase/Decrease** \$502,125.00

Revised Contract Amount \$1,141,125.00

Original contract Days

Original Completion Date

Net Changes from Previous
Change Order (days)

Contract Days Prior to
This Change Order

Net Increase/Decrease of
This Change Order (days)

Revised Contract Days

Revised Completion Date

PREPARED:

APPROVED:

ACCEPTED:

BY _____

BY _____

BY _____

TITLE _____

OWNER _____

CONTRACTOR _____

DATE _____

DATE _____

DATE _____

**CITY COUNCIL
STAFF REPORT**

DATE: MAY 16, 2023

FROM: MONTE McCULLY, CITY OF COEUR D'ALENE TRAILS COORDINATOR

**SUBJECT: PRAIRIE TRAIL EXTENSION BID CONTRACT AWARD
(ACTION REQUIRED)**

DECISION POINT: The Parks Department is asking for Council to accept the agreement/contract with Interstate Concrete and Asphalt for the extension of the Prairie Trail from Huetter to Meyer Road.

HISTORY: In 2008, the Prairie Trail was constructed by a combined effort with the City of Coeur d'Alene (City), ignite CDA, the KROC Center and the Centennial Trail Foundation. At the time, the newly constructed trail covered 4-miles from Beebe Blvd to Huetter Road, although the first mile was later redesignated as the Centennial Trail. Since that time, the trail has become increasingly popular among trail users and has some of the highest trail user counts in the city. The Parks Master Plan and the Kootenai Metropolitan Planning Organization Non-motorized Plan have called for extending the Prairie Trail to Hwy 41, creating links from Coeur d'Alene to Post Falls and Rathdrum. The city limits and the trail end at Huetter Road, but the old railroad line extends another 1.16 miles to Meyer Road and is owned by the City of Coeur d'Alene due to the land swap that occurred between the railroad and the Centennial Trail Foundation. The land later came to ignite CDA through a series of loans and defaults on those loans and was eventually gifted to the City. The Trail Foundation has pushed to extend the trail for several years and even had an anonymous donor give \$50,000 to help the project. Last year, the Local Highway Technical Assistance Council (LHTAC) awarded Coeur d'Alene a "no-match" grant in the amount of \$250,000 for the extension of the Prairie Trail. The project went out to bid and Interstate Concrete and Asphalt was the lowest bidder.

FINANCIAL ANALYSIS: The City received six (6) bids with the bid from Interstate coming in at \$221,226.10. The next closest bid was for \$285,774.30. The Interstate bid was reviewed by city staff and was found to be responsive.

The funds to pay for the Prairie Trail Extension will come from the following sources:

Children Pedestrian Safety Program Grant	:	\$250,000.00
Centennial Trail Foundation	:	<u>\$50,000.00</u>
	Total:	\$300,000.00

PERFORMANCE ANALYSIS: Accepting this bidder will allow the City to build a new portion of the Prairie Trail that will connect to the portion the City of Post Falls will be building in 2023. By the end of this summer, the Prairie Trail will extend all the way to Hwy 41. With the additional money from the Trail Foundation, crossing beacons, striping and a connector trail up to Prairie Avenue could be added to the project.

DECISION POINT/ RECOMMENDATION: Recommend Council accept the agreement/contract with Interstate Concrete and Asphalt for the extension of the Prairie Trail from Huetter to Meyer Road.

RESOLUTION NO. 23-036

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING THE CONTRACT FOR THE EXTENSION OF THE PRAIRIE TRAIL FROM HUETTER ROAD TO MEYER ROAD, TO INTERSTATE CONCRETE AND ASPHALT COMPANY IN AN AMOUNT NOT TO EXCEED \$221,226.10.

WHEREAS, the City heretofore duly advertised invitation for bids for the extension of the Prairie Trail from Huetter Road to Meyer Road in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk on Thursday, the 4th day of May, 2023, and the lowest responsive bid received was that of Interstate Concrete and Asphalt Company, in the amount of Two Hundred Twenty-One Thousand, Two Hundred Twenty-Six dollars and ten cents (\$221,226.10), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Interstate Concrete and Asphalt Company, in an amount not to exceed \$221,226.10, for the extension of the Prairie Trail from Huetter Road to Meyer Road be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contact with Interstate Concrete and Asphalt Company 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 contract provided that the substantive provisions of the contract remain intact.

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

DATED this 16th day of May, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CONTRACT

THIS CONTRACT is made and entered into this 16th day of May, 2023, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and **Interstate Concrete & Asphalt Company**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 8849 W. Wyoming Avenue, Rathdrum, ID 83858, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS, the **CONTRACTOR** has been awarded the contract for the Prairie Trail Extension, according to plans and specifications on file in the office of the City Clerk of the **CITY**, which plans and specifications are incorporated herein by reference.

IT IS AGREED that, for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said plans and specifications described above in the **CITY**, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the City, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning signs to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of at least Five Hundred Thousand Dollars (\$500,000.00) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be at least that provided for under Idaho Code § 6-924. A certificate of insurance providing at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code §§ 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Two Hundred Twenty-One Thousand, Two Hundred Twenty-Six dollars and ten cents (\$221,226.10)**.

Partial payment shall be made by the fourth Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month, which estimate is submitted by the second Tuesday of each calendar month, less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500.00) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or fewer persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR** must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction under this contract, recognizing the business in which he is engaged is of a transitory character and that, in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That, if the said taxes, excises and license fees are not payable at the end of said term, but liability for said payment thereof exists, even though the same constitute

liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

- 3. That, in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

IT IS FURTHER AGREED that, for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the **CONTRACTOR** shall execute a good and sufficient performance bond and a payment bond in forms acceptable to the City Attorney, each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Temporary Facilities and Controls
- N) Product Requirements
- O) Execution/Project Closeout Requirements
- P) Plans and Specifications
- Q) Addenda

No. _____, dated _____, _____

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its President or authorized representative, the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
INTERSTATE CONCRETE & ASPHALT
COMPANY

James Hammond, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk