



Coeur d'Alene CITY COUNCIL MEETING

December 19, 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 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 F - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

December 19, 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.

E. PRESENTATIONS:

1. Citylink Update

Presented by: Chad Ingle, Kootenai County Public Transportation Program Manager

2. Update Regarding the Police Station Remodel

Presented by: Police Chief Lee White

3. 2023-24 Annual Snow Plan (Action Item)

Presented by: Todd Feusier, Streets and Engineering Director

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

G. ANNOUNCEMENTS:

1. City Council
2. Mayor

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

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

1. Approval of Council Minutes for the December 5, 2023 Council Meeting.
2. Approval of the December 11, 2023 General Services/Public Works Committee Minutes.
3. Setting a Public Hearing for: **January 2, 2024: O-2-23 - REQUEST: Adoption of Amendments to Coeur d'Alene Municipal Code Title 14 (Development Impact Fee)**
4. Approval of Bills as Submitted.
5. Approval of Financial Report.
6. Approval of the Annual Road and Street Financial Report for the Fiscal Year Ending September 30, 2023.

As Recommended by the Comptroller

7. Approval of **Resolution No. 23-089** -
 - a. Approval of Lot 12, Block 2, CD'A Place 36th Addition Drainage Easement Abandonment.

As Recommended by the City Engineer

I. OTHER BUSINESS:

1. **Resolution No. 23-090** – Revisions to the Sidewalk Curb Ramp – Accessibility Policy to Update the Sidewalk Reimbursement Program.

Staff Report by: Chris Bosley, Streets & Engineering Department

2. **Resolution No. 23-091** – Approval of a Letter of Agreement with Kootenai County for Public Transportation Services.

Staff Report by: Troy Tymesen, City Administrator

3. **Resolution No. 23-092** – Approval of Personnel Rule Updates to the Classification/Compensation Plan and Amendments to Personnel Rule 16 – Grievance Procedures.

Staff Report by: Melissa Tosi, Human Resources Director

4. **Resolution No. 23-093** – Acceptance of an Idaho Department of Environmental Quality Source Water Protection Grant, Phase 2, in the Amount of \$24,000.00.

Staff Report by: Kyle Marine, Water Director

J. PUBLIC HEARING:

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

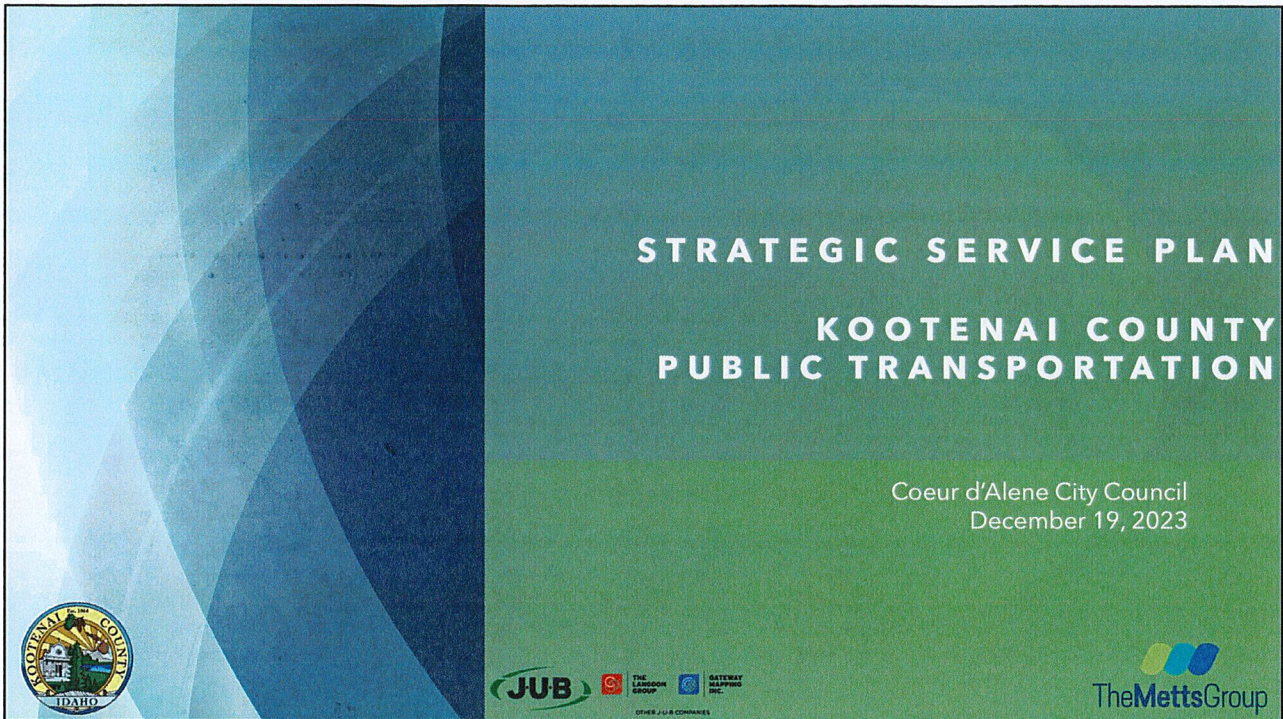
1. (Legislative) - Community Development Block Grant (CDBG) Plan Year 2022, Year End Consolidated Annual Performance and Evaluation Report (CAPER).

Staff Report by: Hilary Patterson, Community Planning Director

K. ADJOURNMENT

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.

PRESENTATIONS



STRATEGIC SERVICE PLAN GOAL AND OBJECTIVES

GOAL

Integrating multimodal mobility options enables individuals to plan and execute complete trips throughout the region.

OBJECTIVES

Phase I: Data, Engagement, Education

Phase II: Network Redesign & Bus Stop Analysis

- Improve service
 - Headway
 - Span of service
 - Regional mobility access
- Meet current/future ridership demands
- Increase bus operation efficiency and effectiveness
- Reduce overall operating costs

KCPT ADVISORY COMMITTEE

Coeur d'Alene

- Hilary Patterson
- Chris Bosley
- Sean Holm

Post Falls

- Bob Seale
- Jon Manley
- Rob Palus
- Bob Melvin

Hayden

- Donna Phillips
- Rob Wright

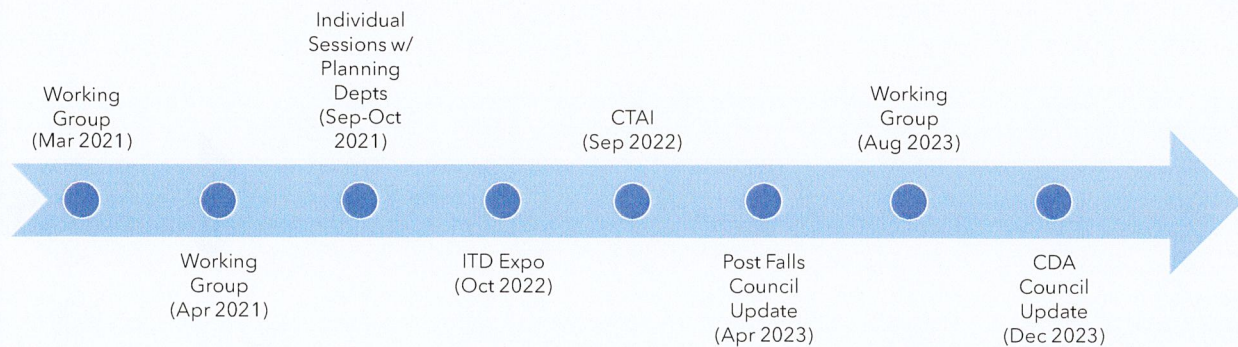
Rathdrum

- James Agidius
- Mari Davey

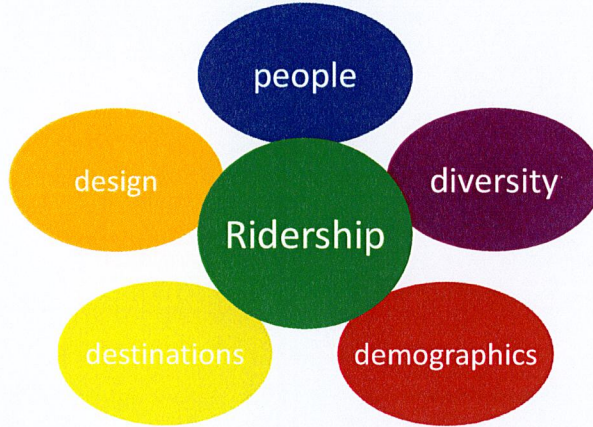
KMPO

- Ali Marienau

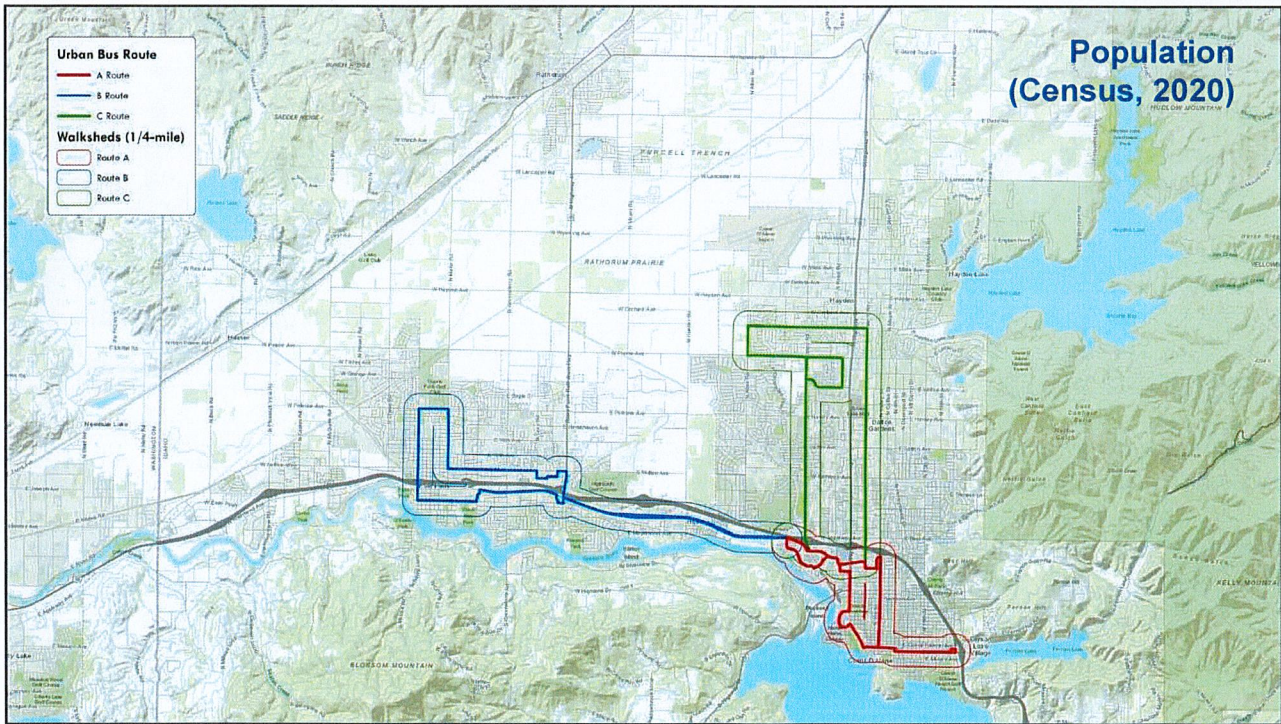
PARTNER ENGAGEMENT

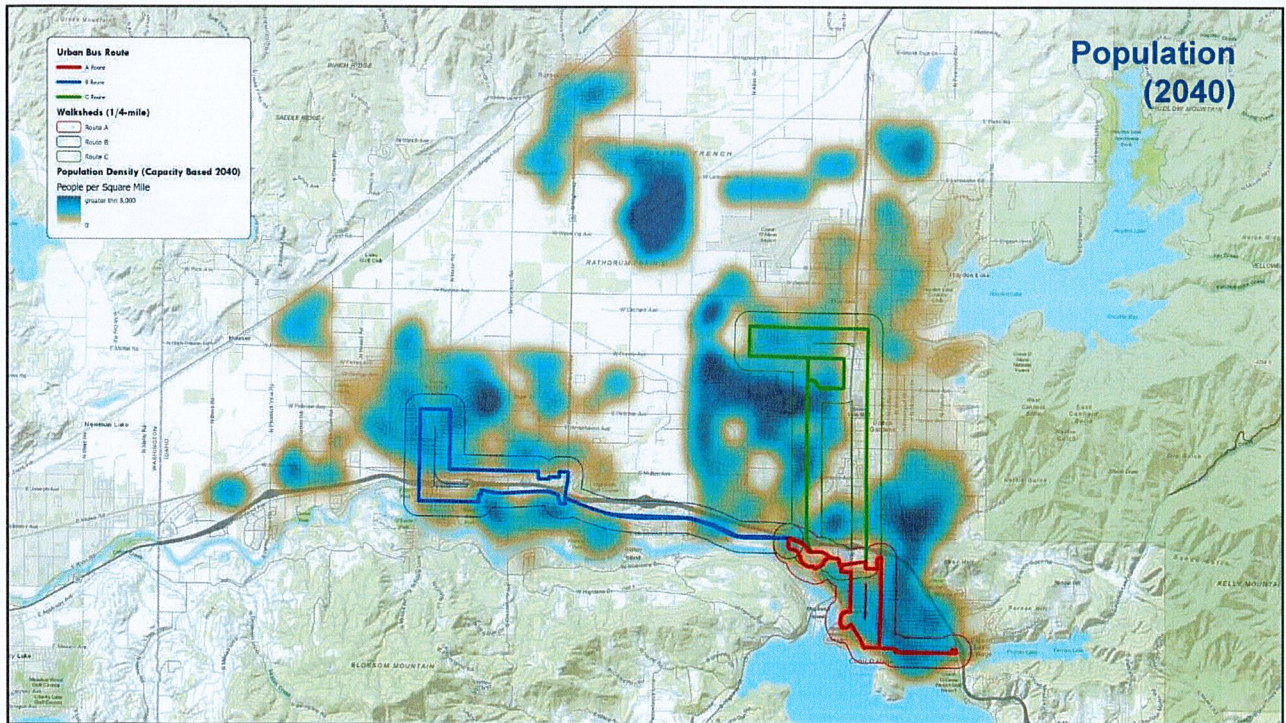
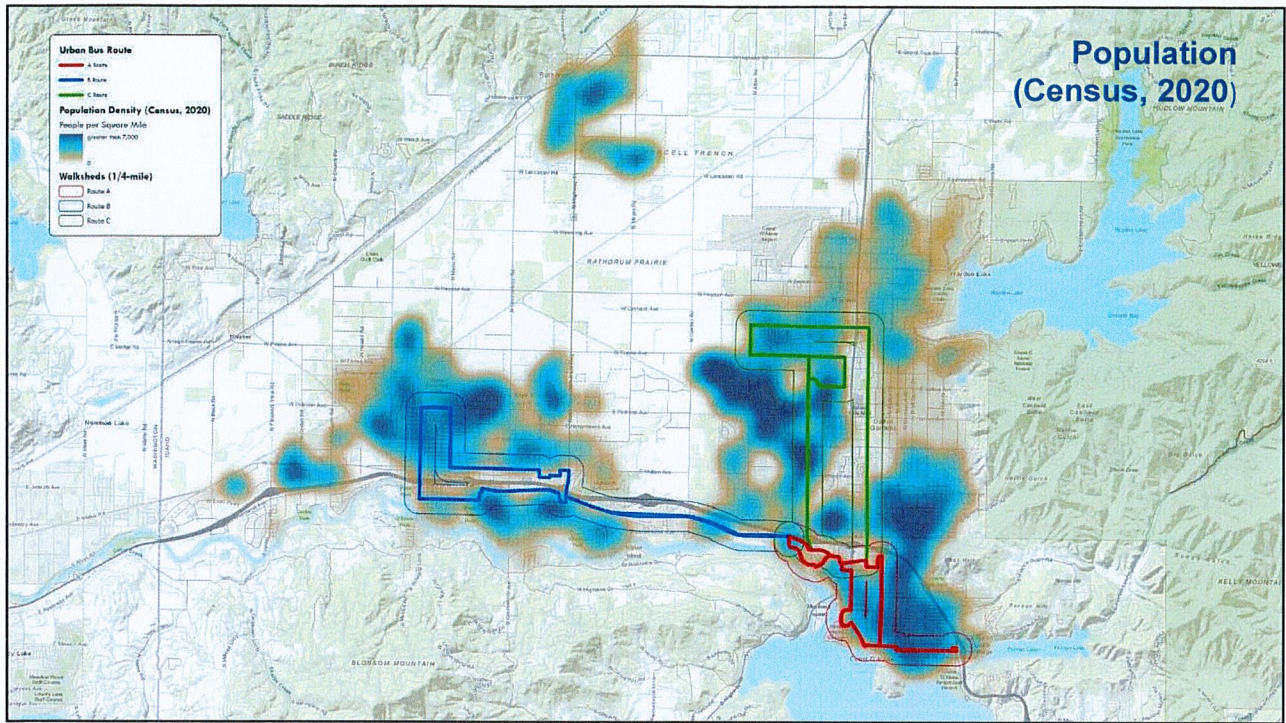


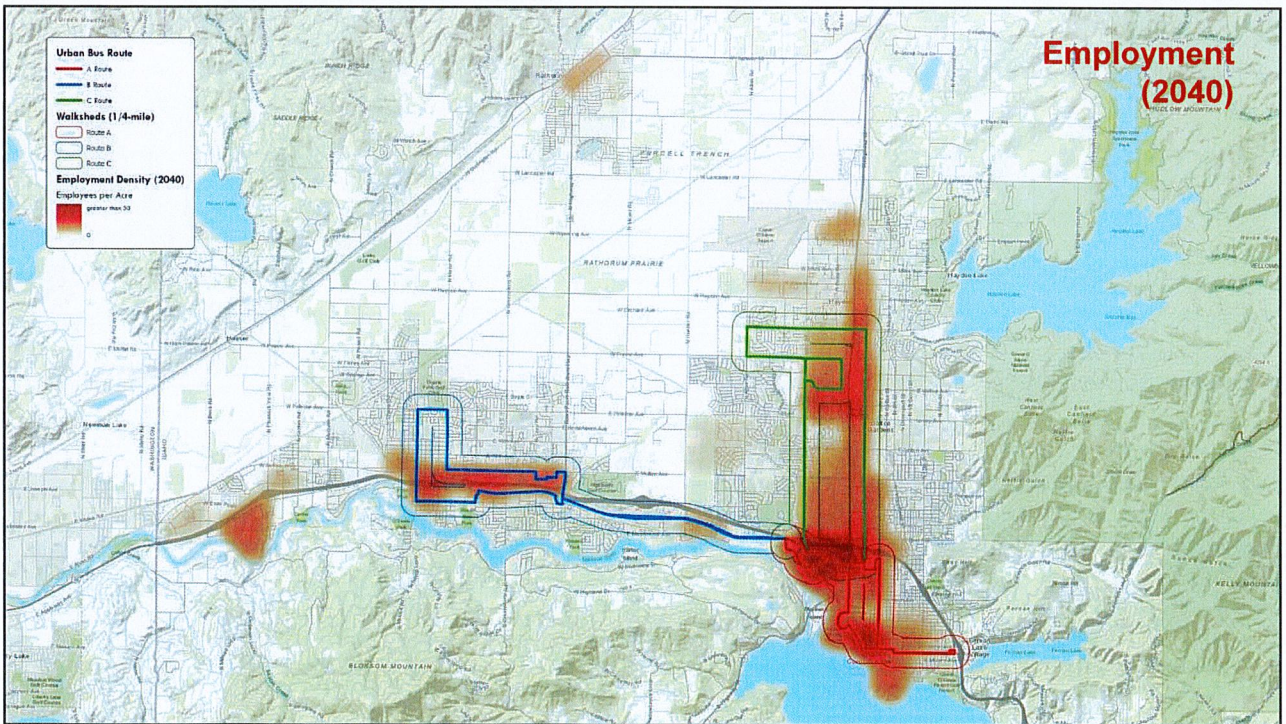
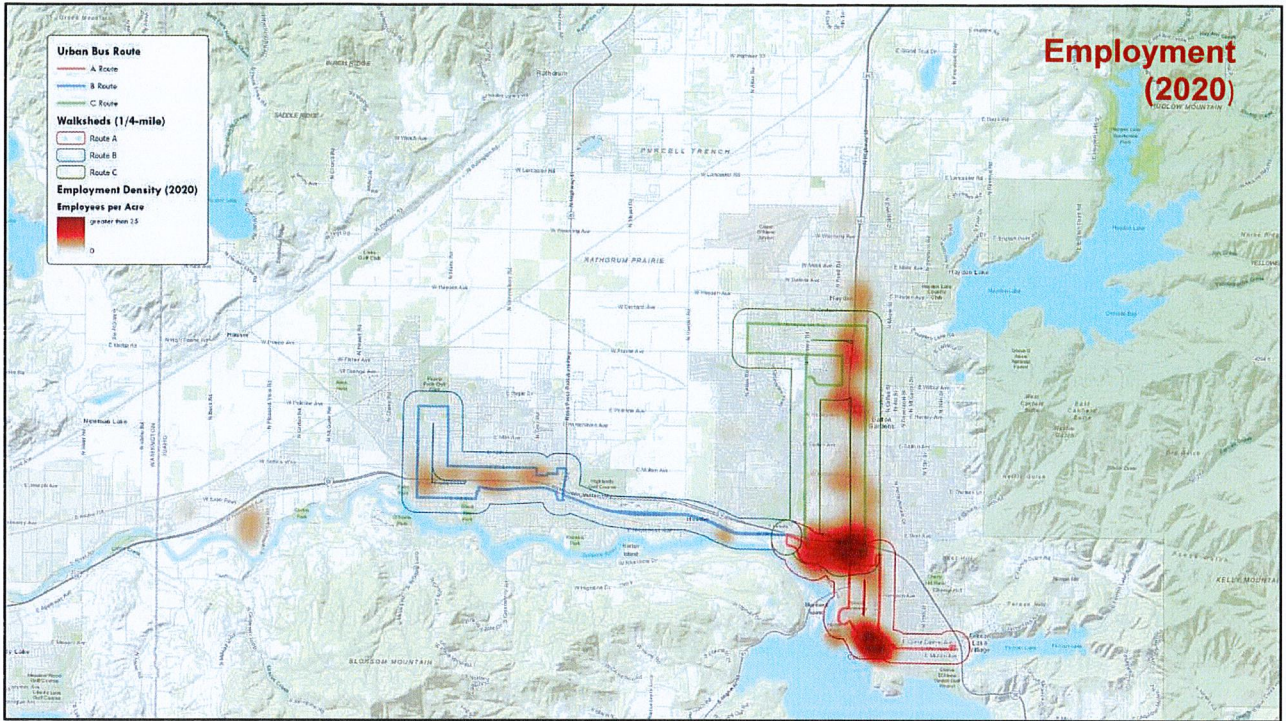
TRANSIT ORIENTATION KOOTENAI COUNTY

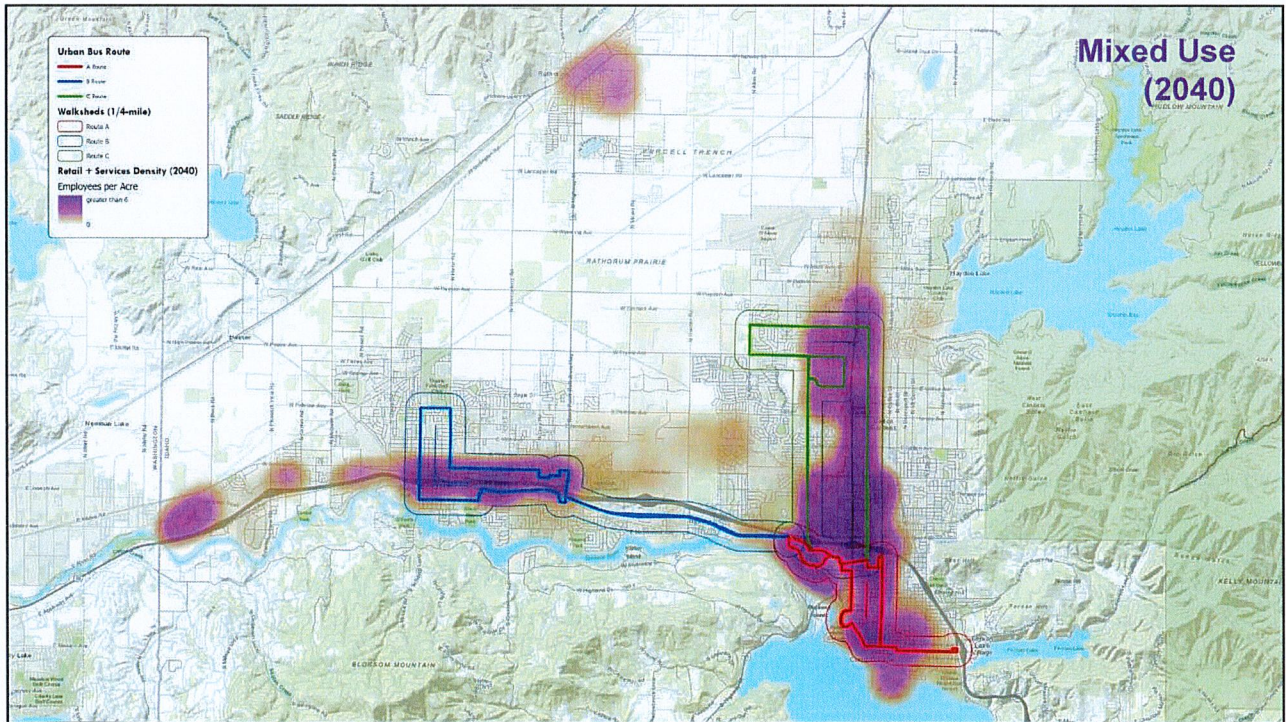
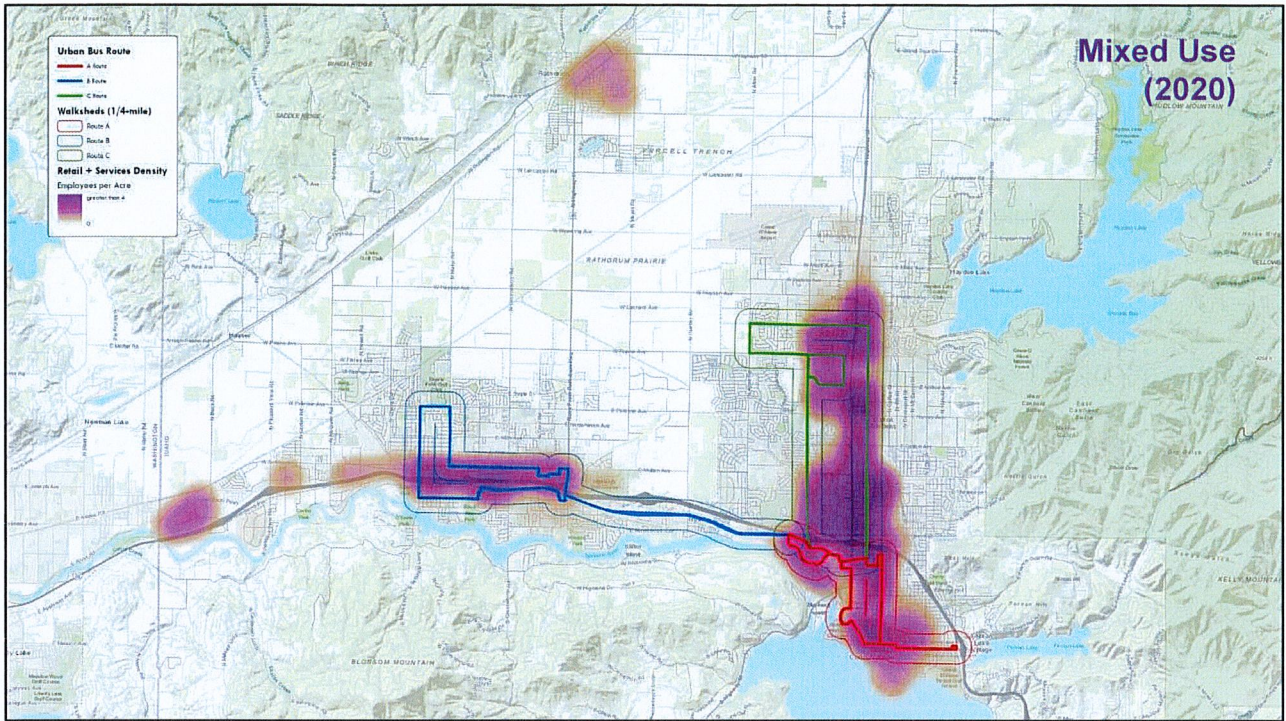


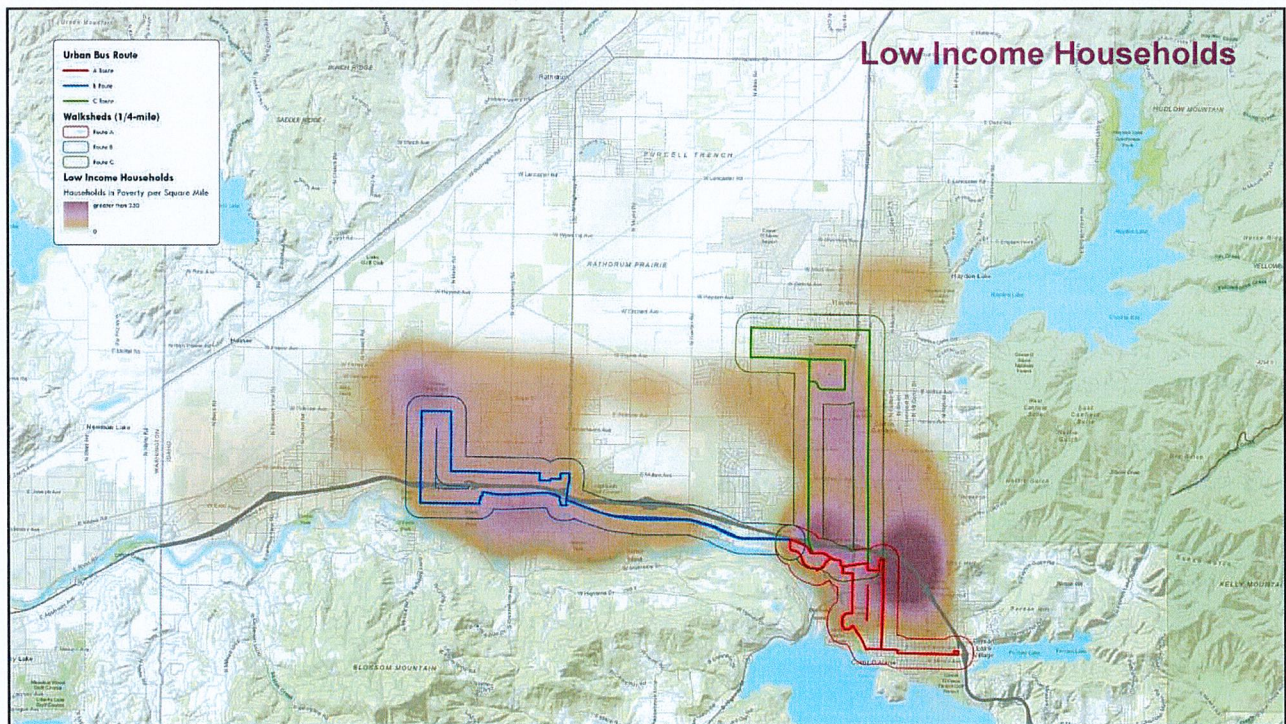
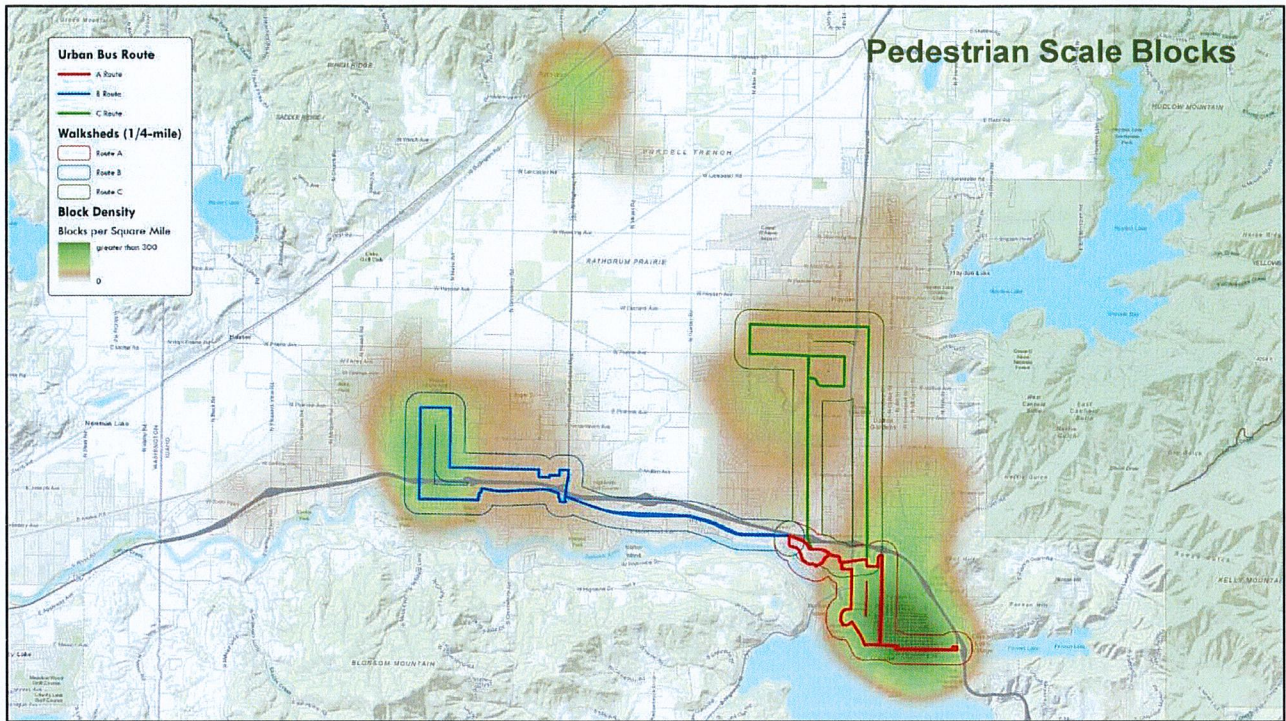
TheMettsGroup

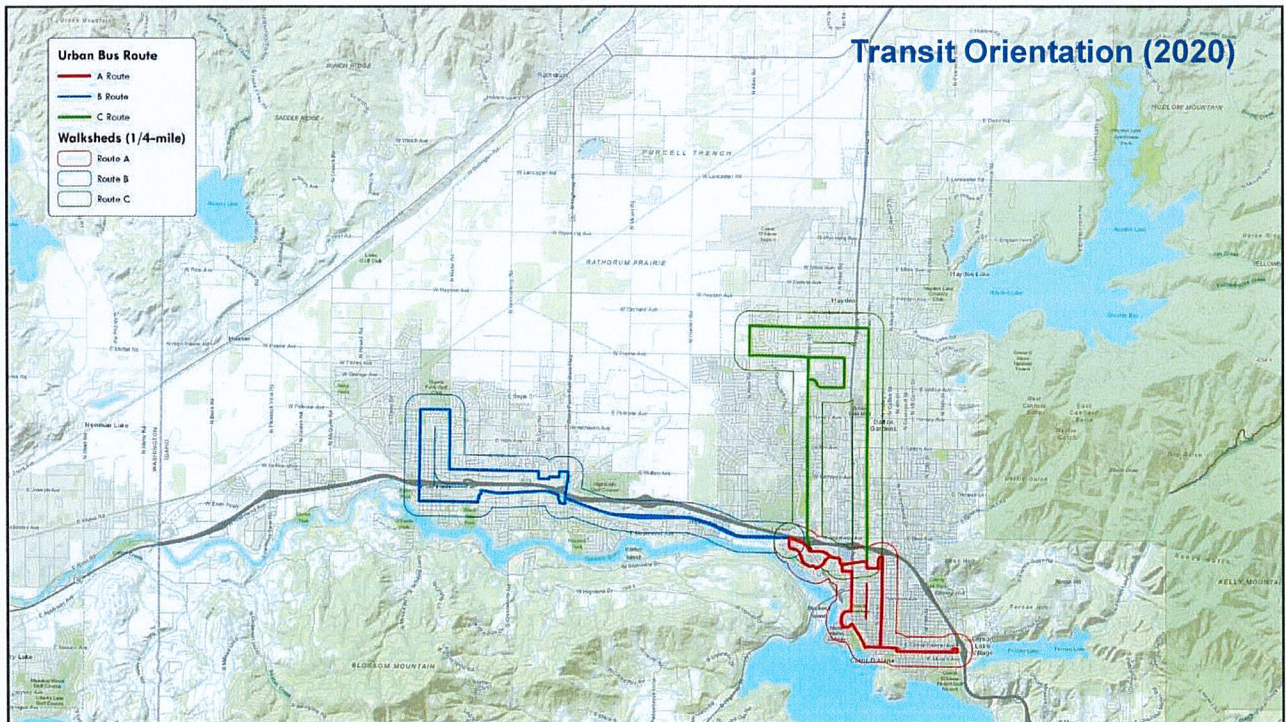
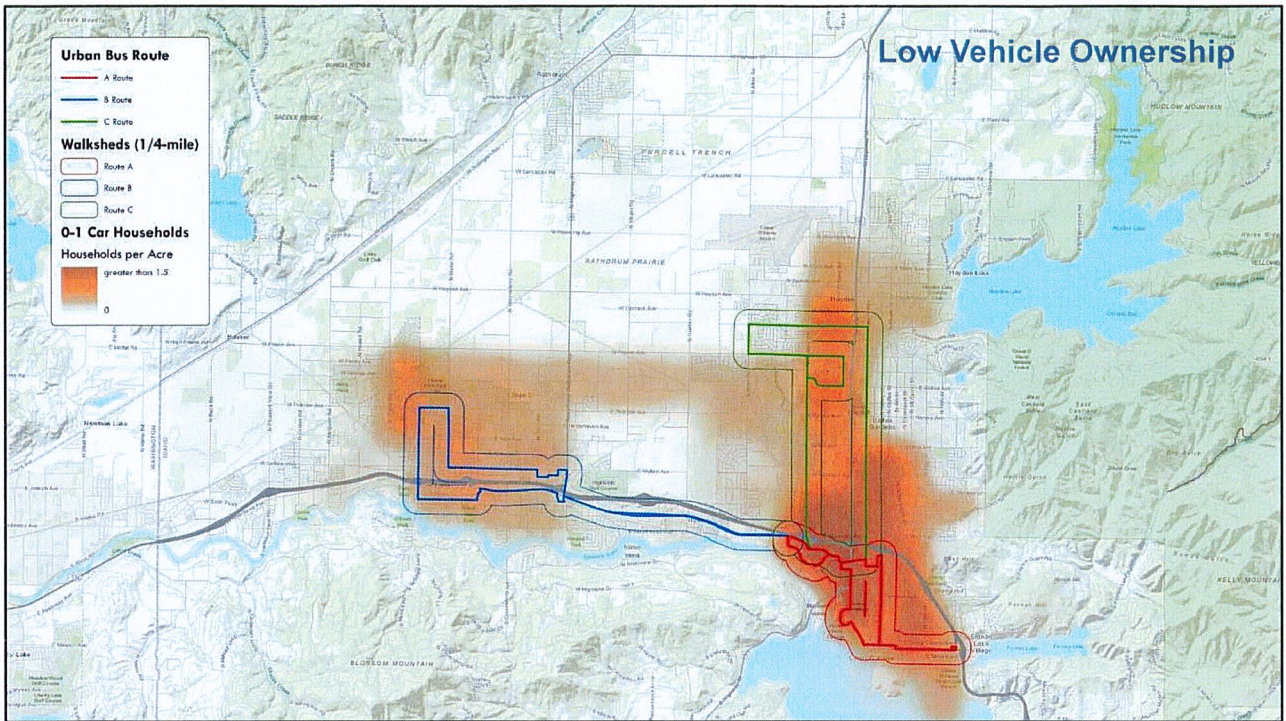


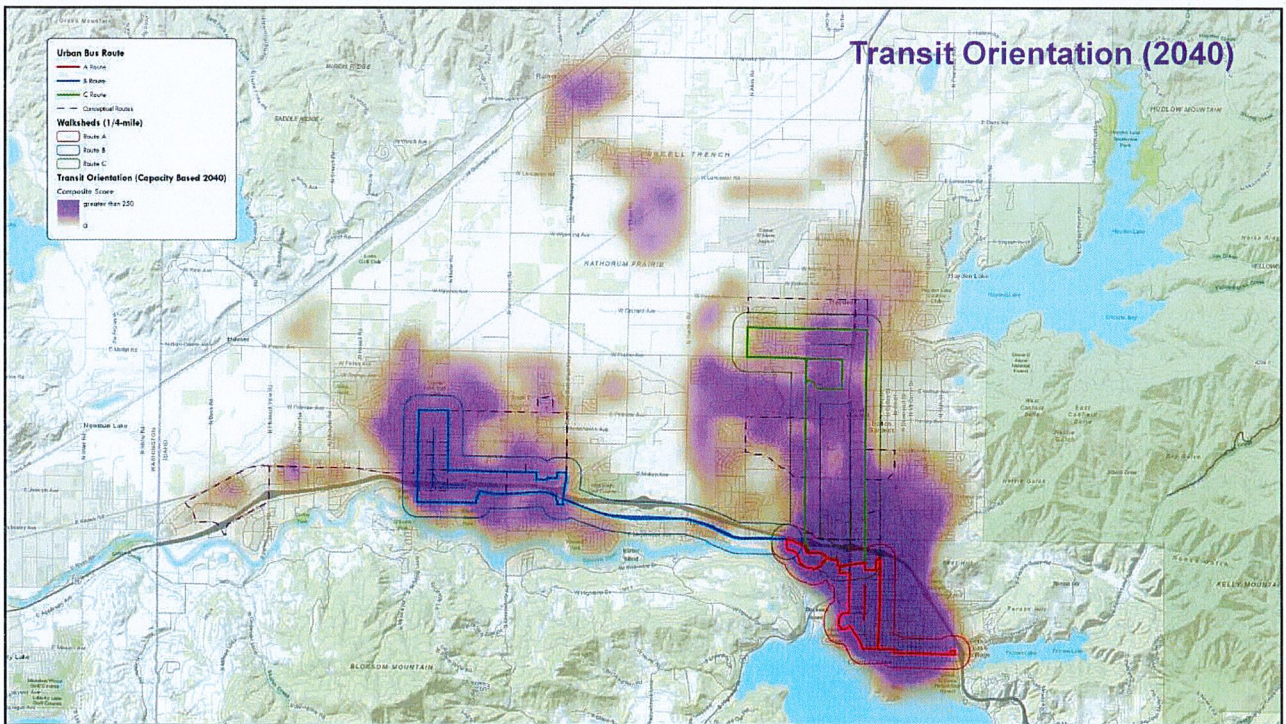
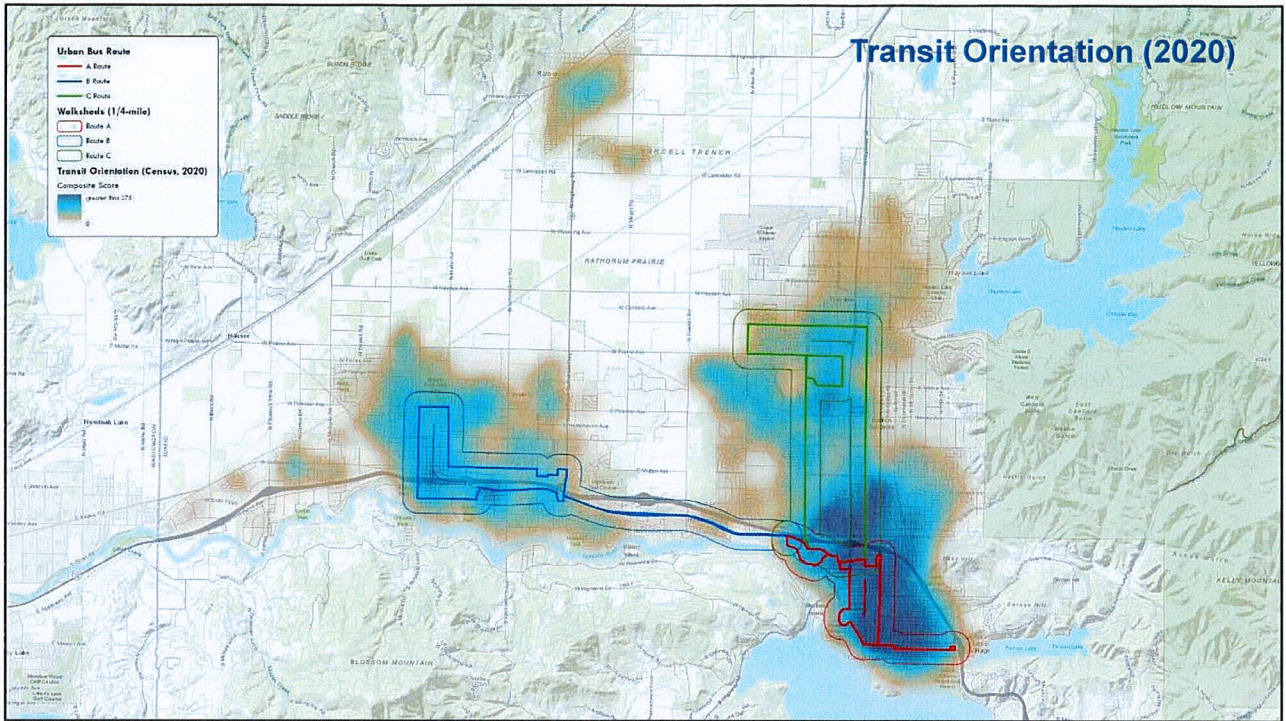


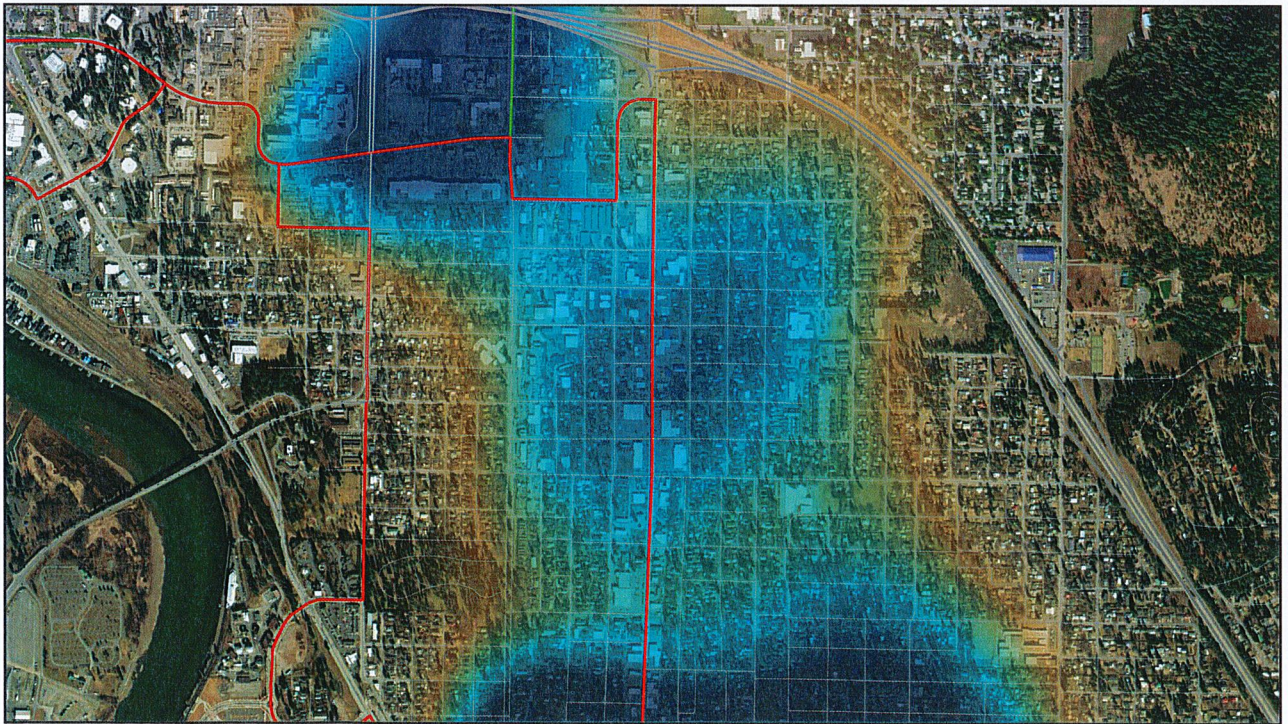
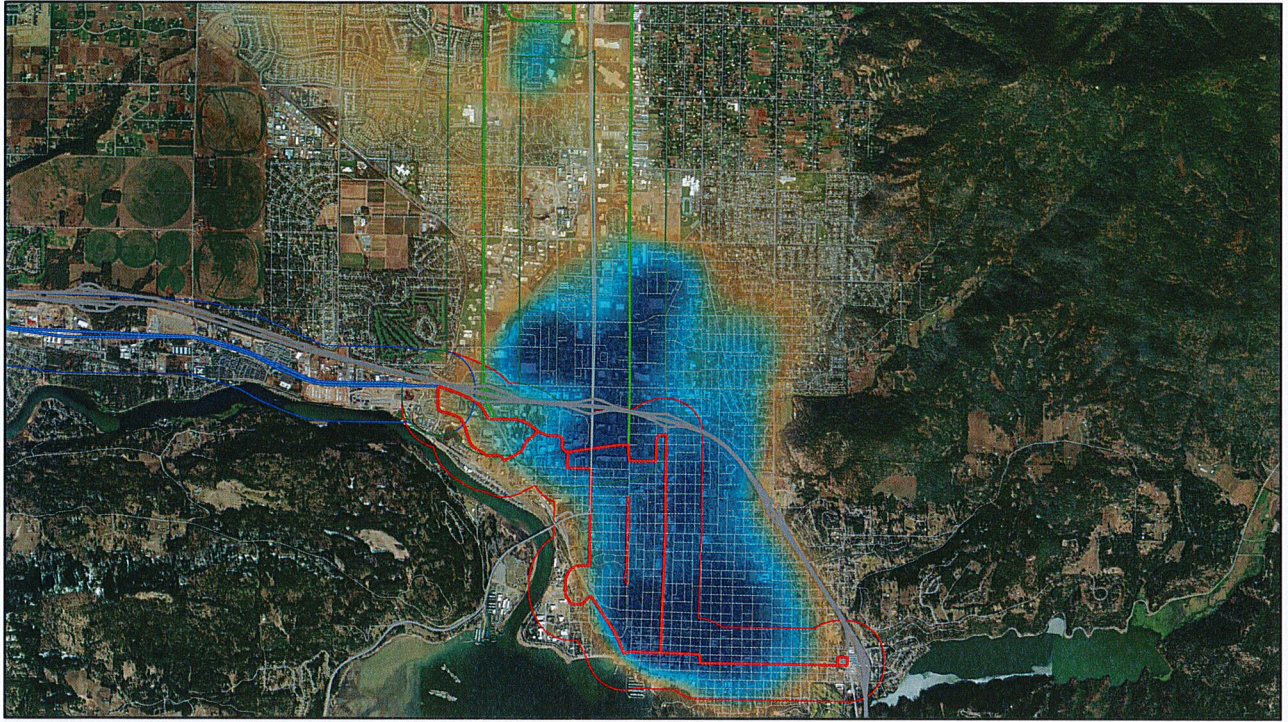






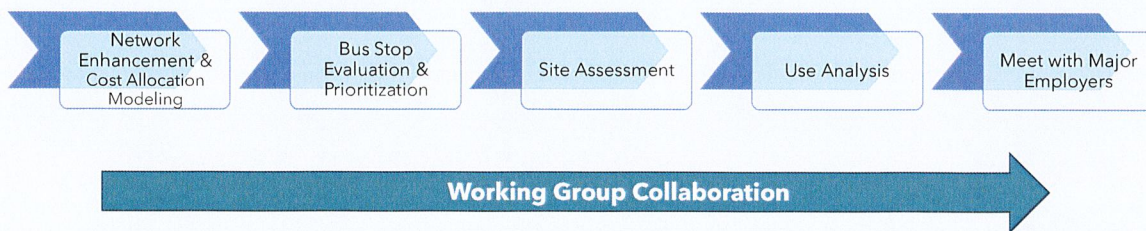








NEXT STEPS: PHASE II



QUESTIONS?

Chad Ingle
Kootenai County
cingle@kcgov.us
(208) 446-2102



Chris Yake
J-U-B Engineers, Inc.
cyake@jub.com
(208) 762-8787



Alivia Metts
The Metts Group
ametts@themettsgroup.com
(208) 277-6940



CDA Police Headquarters Building Remodel and Expansion Update



View from the northwest





View from the east



View from the northeast



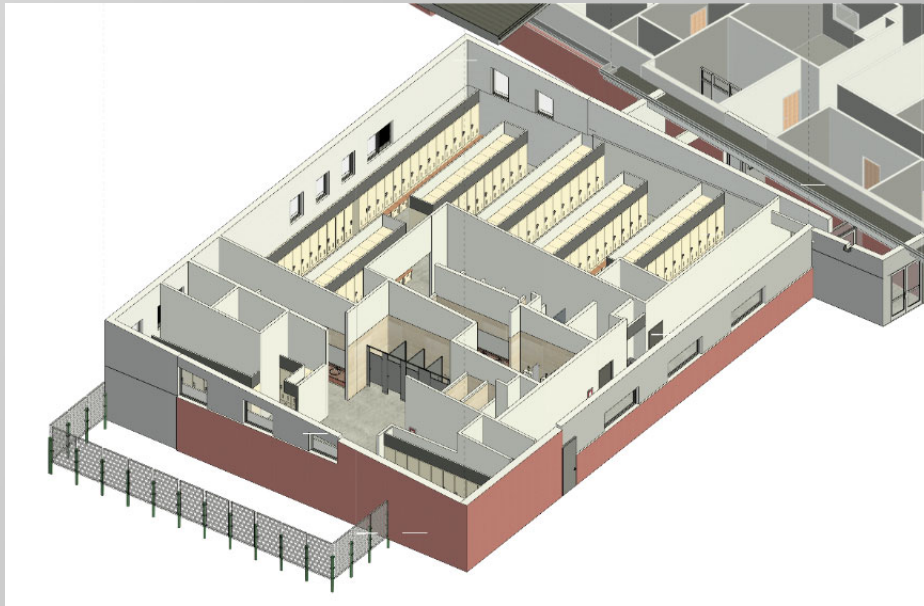


View from the northeast



Schematic design of the reclaimed locker space





Schematic design of the new locker space, 5,400 square feet

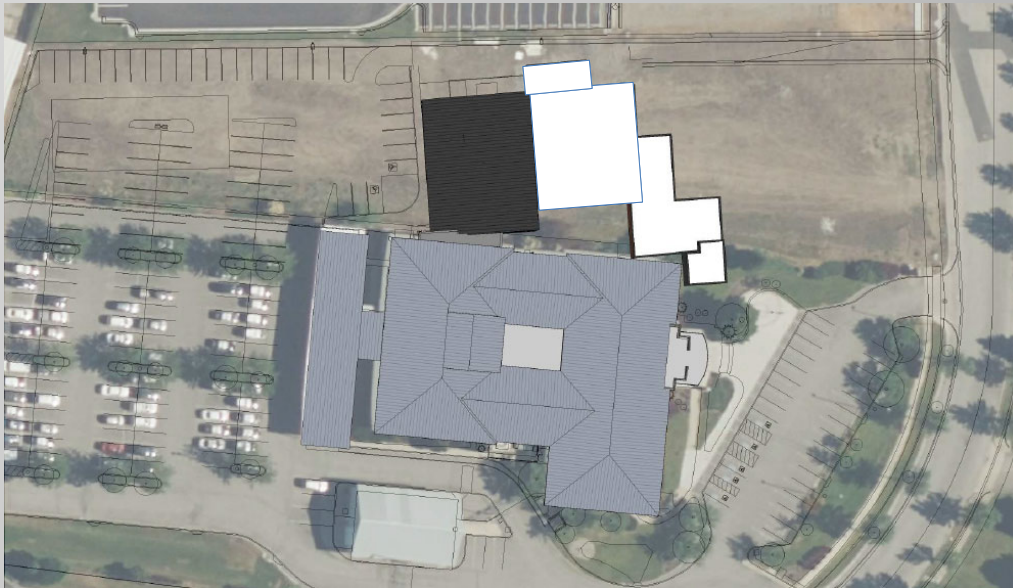


Next Steps

- CORE Construction issues RFP January 23rd, 2024
- Bid Opening February 3, 2024
- Issue Gross Maximum Price March 4, 2024
- Bring Package to City Council March 19, 2024

- Begin work on Phase II





Overhead of Phase II



Overhead of Phase II



**CITY COUNCIL
STAFF REPORT**

DATE: DECEMBER 19, 2023

FROM: TODD FEUSIER, STREETS & ENGINEERING DIRECTOR

SUBJECT: 2023-2024 SNOW PLAN

DECISION POINT:

Staff requests Council approval of the 2023-2024 Snow Plan.

HISTORY/BACKGROUND:

For many years, the City has published a snow plan that outlines the policies, priorities and operational procedures for the Streets and Engineering Department to follow in responding to snow emergencies. As in previous years, the proposed (draft) 2023-2024 Snow Plan summary is being presented to Council.

FINANCIAL ANALYSIS:

The proposed Snow Plan update is an annual “housekeeping” action. Citizens and staff mutually benefit from a clear understanding of City snow removal policies and responsibilities. The Council’s snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles and made available on the City website. The Snow Plan is one of the department’s means of educating the public on City snow removal policies.

PERFORMANCE ANALYSIS:

The majority of the policies and procedures outlined in the previous years’ Snow Plan are still considered relevant and are proposed to be continued as routine operations this year. The overall objective is to continue to provide the citizens with efficient plow operations and provide unrestricted road surfaces. As the City continues to grow and more streets are extended, the Citywide plowing completion target will be 40 hours.

DECISION POINT/RECOMMENDATION:

Staff requests Council approval of the 2023-2024 Snow Plan.



2023-2024 SNOW PLAN

City of Coeur d' Alene
Streets & Engineering Department



Todd Feusier, Director

Table of Contents

1. Storm Names for 2023-2024
 - 2-3. Snow Removal Policy
 4. Summary of Basic Procedures
 5. Non-Emergency Numbers / Media Contact Information
 6. Snow Control Center
 7. Ordinances / Winter Call Out / Snow and Ice Control Procedures
 8. Definition of Roadway Conditions
 - 9-10. Condition Green / Condition Yellow
 11. Condition Red
 12. Snow Gates
 - 13-14. News Release / Information Bulletin
-

2023-2024 STORM NAMES

Theme: “North Idaho Rivers”

Submitted by: Sue Sims

Spokane

Coeur d’Alene

North Fork

South Fork

St. Joe

St. Maries

Pend Oreille

Moyie

Priest

Balboa

SNOW REMOVAL POLICY

The following is the official policy covering snow removal operations.

1. Plowing operations will be initiated when snow depth on streets reaches a maximum of four to five inches, unless it is readily apparent that this action will not be warranted by changing weather conditions; or at three inches if continuing storms are predicted. The decision on each situation shall be the responsibility of Streets & Engineering Director, or designee. The decision on termination of plowing efforts shall be similarly vested.

2. Plowing routes will be established based on the following priority list:

- a) Hospital Access (Ironwood Dr.)/Emergency vehicle access areas
- b) Major arterials (Northwest Boulevard, Downtown, Appleway, 3rd, 4th, 15th, etc.)
- c) Dangerous hills and curves (Cherry, Tubbs, Armstrong Park, etc.)
- d) Secondary arterials (7th, North 4th, Honeysuckle, Atlas, Julia 911 center etc.)
- e) School bus routes
- f) Improved residential streets
- g) Cul de sacs

3. Snow will not be plowed from alleys.

4. Certain street sections are designated as "sledding hills" and they will not be plowed unless deemed impassable by emergency services or streets & engineering director. The designation as a sledding hill or the removal of such a designation shall be made at the direction of the City Council. Current designated sledding areas: Boyd Avenue between 9th & 10th Streets and Lost Avenue between Dollar Street and 15th Street.

5. Plowing on residential streets will be performed in the easiest, safest, most efficient manner. Residents are advised to attempt to keep cars off the street during major winter storms. Plow crews will use their judgment as to the best snow removal procedures.

6. Snow gates may not be practical for extremely heavy or deep snow events. Therefore, after careful consideration, the Streets & Engineering Director or designee is authorized to curtail use of snow gates under these circumstances. Citizens should always be prepared to clear driveways in these cases. In many instances, snow gates cannot stop snow flow to both driveways and mailboxes-the snow must go somewhere. Citizens should plan on removing snow from mailboxes.

7. Loading and hauling snow from congested areas; such as, the Central Business District, will be performed after the bulk of the city has been plowed, and when weather patterns permit. Every attempt will be made to haul snow no later than the fourth day following a storm. Chemical treatment in the Central Business District areas shall be started as soon as snow falls and shall continue as long as appropriate.

8. Sherman Avenue from 1st St. to 23rd St. Snow will be plowed to the center turn lane. This is (ITD) Idaho Transportation Department “Over Height” Route.

9. The snow in cul-de-sacs will be plowed to a snow storage area if provided or vacant lot if available, otherwise plow the snow into a pile centered in the cul-de-sac with the top flattened. Crews will pick up the accumulated snow if the winter snowstorm tempo allows.

ADOPTED BY COUNCIL ON _____

SUMMARY OF BASIC PROCEDURES FOR INCOMING SNOW STORM

1. Snow removal is considered an emergency situation.
2. All employees of the Streets & Engineering Department, Water Department, Parks & Recreation Department and Wastewater Department are subject to call for snow control duties. If required, all city owned equipment is available for snow/ice control.
3. Scheduled vacation and regular days off are subject to cancellation.
4. The National Weather Service will be monitored continuously by personnel in advance of anticipated snowfall. During this period, preparation will be made. If 2 inches or more is expected and conditions continue to deteriorate crews will begin mobilizing the plan.





NON-EMERGENCY PHONE NUMBERS

City Hall Switchboard, All Departments	208-769-2300
Streets & Engineering Department	208-769-2235
CDA Fire Department	208-769-2245
CDA Police Department	208-769-2320
Kootenai County Sheriff Department	208-446-1300
Idaho Transportation Department	208-772-1200
Idaho State Patrol (Non-Emergency)	208-772-6055

MEDIA CONTACTS

The following news media will be contacted at the beginning of the snow season and as required throughout the winter.

Social Media

City of Coeur d Alene Facebook

City of Coeur d Alene Website www.cdaid.org

Newspapers

Coeur d’Alene Press	208-664-8176
Spokesman Review	208-765-7110

SNOW CONTROL CENTER

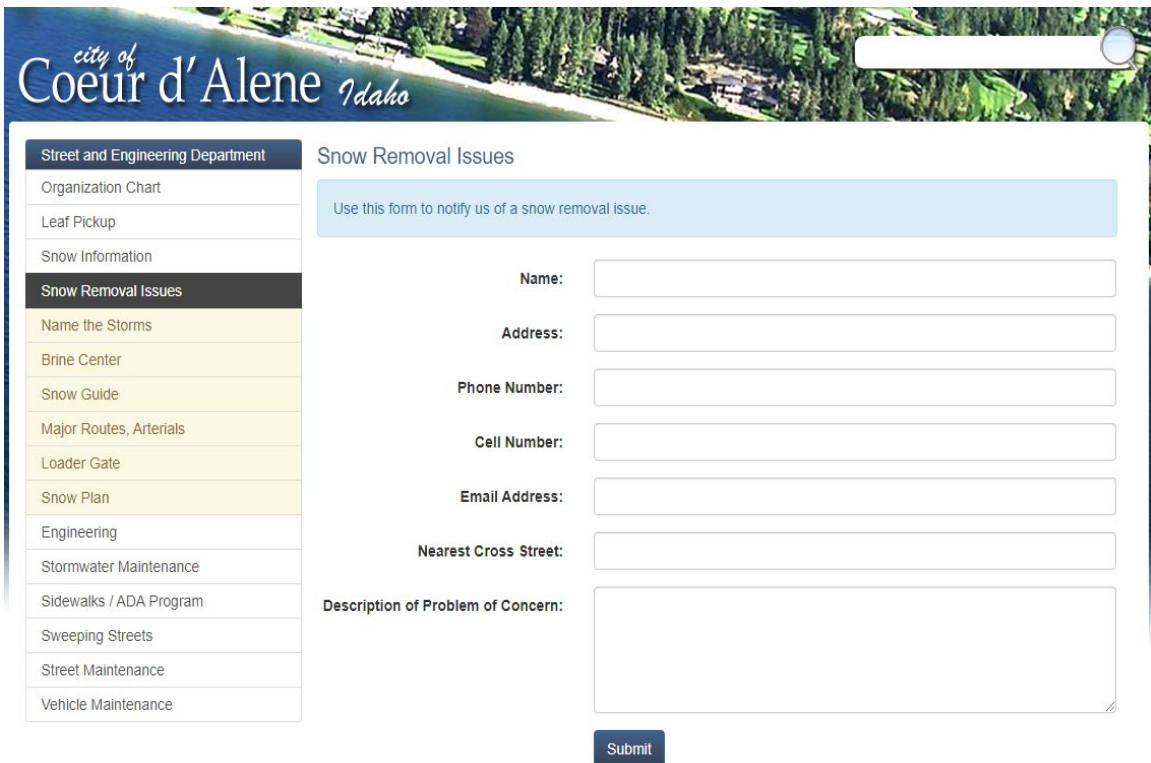
During the winter snow season, the Streets & Engineering Department Administration will provide the following services:

Office Hours 7:00 A.M to 3:30 P.M

Snow Plowing Schedule Map Updated on <https://maps.cdavid.org/snowplow/>

Recorded plowing status updates on the Snow Line (208)769-2233

Staff will monitor on line questions and concerns



The screenshot shows a web page for the City of Coeur d'Alene, Idaho. The header features the city logo and an aerial photograph of a lake and forest. A navigation menu on the left lists various city services, with 'Snow Removal Issues' highlighted. The main content area is titled 'Snow Removal Issues' and contains a form for reporting problems. The form includes fields for Name, Address, Phone Number, Cell Number, Email Address, and Nearest Cross Street, along with a large text area for a description of the problem. A 'Submit' button is located at the bottom of the form.

city of
Coeur d'Alene Idaho

Street and Engineering Department

- Organization Chart
- Leaf Pickup
- Snow Information
- Snow Removal Issues**
- Name the Storms
- Brine Center
- Snow Guide
- Major Routes, Arterials
- Loader Gate
- Snow Plan
- Engineering
- Stormwater Maintenance
- Sidewalks / ADA Program
- Sweeping Streets
- Street Maintenance
- Vehicle Maintenance

Snow Removal Issues

Use this form to notify us of a snow removal issue.

Name:

Address:

Phone Number:

Cell Number:

Email Address:

Nearest Cross Street:

Description of Problem of Concern:

Submit

ORDINANCES

The following ordinance applies to plowing snow into the streets;

(Municipal Code 12.32.060) It is unlawful for any person too deposit, or cause to be deposited, thrown upon or moved onto any public street, sidewalk, thoroughfare, or other public property, any snow, ice, dirt, soil, rocks or debris which has accumulated on any private property. (Ord. 1559 S 1,1978).

WINTER CALL OUT ROSTER

During the winter operations period, a Street Lead Field Worker and (2) two operators will be assigned “stand by” for weekends.

SNOW AND ICE CONTROL PROCEDURES / RESPONSIBLE DEPARTMENTS

Primary responsibility for performance and coordination of ice and snow control on city streets rests with the Streets & Engineering Department. During the snow season, mid-November through mid-March, the Streets & Engineering Department will provide monitoring of street conditions and will respond to these conditions in accordance to the procedures outlined in this operation manual.

When conditions warrant more personnel than can be supplied by the Streets & Engineering Department, Parks & Recreation, Water and Wastewater Departments will provide personnel and equipment. In addition, the Shop personnel will provide equipment maintenance and service as required on a 24-hour basis during critical ice and snow control periods.

The Streets & Engineering Department staffs a night shift beginning in late November and continuing through February as conditions warrant. The night shift will consist of Heavy Equipment Operators to monitor road conditions plow snow, spread sand and chemicals as required.

DEFINITION OF ROADWAY CONDITIONS

CONDITION GREEN

Roadways can be dry with surface temperatures either above or below freezing or roadways can be wet with surface temperatures above freezing.

CONDITION YELLOW

Frozen moisture, freezing rain, or 0-2" of snowfall on roadway surface.

CONDITION RED PHASE I

Greater than 2" of snow fall on roadway surface.

CONDITION RED PHASE II

More than 4" of snowfall on the roadway surface or 3" of snowfall on the roadway and more than 4" predicted.

CONDITION GREEN PROCEDURES

Roadways under this condition are not ice or snow covered but they can be either wet or dry. During this condition supervisors will monitor the roadways, particularly if road surfaces are wet, to determine when freezing may occur. Monitoring activities used will consist primarily of monitoring weather forecasts, temperature, moisture conditions and actual driving of roadway, as needed. At any time during this condition, should freezing or snowfall conditions begin, the shift foreman will automatically implement "Condition Yellow" procedures.

During "Condition Green", the Streets & Engineering Department personnel will be on duty but involved in maintenance activities other than ice and snow control. These activities include street grading, leaf pickup, street cleaning, pothole patching, alley maintenance, and training. When conditions begin to change from "Green" to "Yellow", these crews will be re dispatched in accordance to needs.

CONDITION YELLOW PROCEDURES

This condition covers roadways with frozen moisture, freezing rain, or 0 - 2" of snow. When these conditions are present, the Streets & Engineering Department will automatically implement these procedures.

Streets & Engineering Director will monitor the weather conditions and will keep the news media and necessary organizations informed as to roadway conditions and areas of operations. During the day shift, supervisors will periodically dispatch sand/salt/liquid deicer units to those areas that have been reported.

During "Condition Yellow", normal day and night operations will mainly consist of sanding and chemical spreading for ice control. Priority areas shall be:

1. Areas where emergency vehicles operate:

- Hospital
- Fire Stations
- Police Department
- Arterials
- Julia St. - 911 Center

CONDITION RED PROCEDURES

This condition covers roadways with greater than 2" and snowing, or an accumulation of 4" or more. There are basically two phases to "Condition Red":

Phase I - Greater than 2" on roadway with little additional snow predicted in the forecast. Possible declining temperatures predicted.

Phase II - Greater than 2" on roadway and snowing heavily, or more predicted.

During Phase I condition, normal operations will include the plowing of the CBD and all primary arterials. Sanding/Salting operations will run concurrently. Plowing will be the discretion of the Streets & Engineering Director.

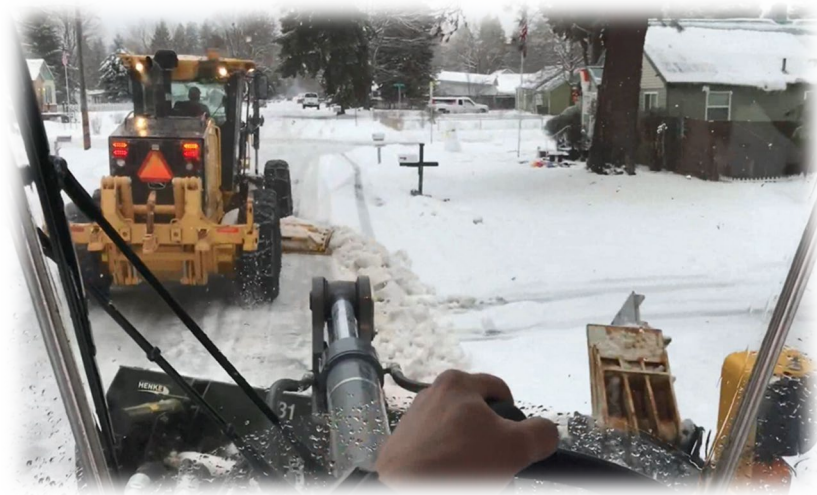
Phase II conditions will warrant the general, city wide plowing. Typically, operations will begin at 4:00 A.M. in the CBD with concurrent operations. For heavy accumulations this shift will run for 12 hours. The night shift of 6 operators will plow for 12 hours in their dedicated areas. The following day's shift will also plow a 12-hour shift. Approximately 40 hours are required to complete a Citywide plowing operation.

Once all streets are passable, the removal of the center berms shall become the highest operational priority.

Sanding/Salting/Chemical operations shall remain a high and concurrent priority.

SNOW GATES

Snow gates will reduce the amount of snow berm forming at driveways, EXCEPT on arterials and collectors due to the large volume of snow pushed to the curb of wider streets. Drivers will utilize common sense and good judgment when plowing residential areas; plow speeds will be adjusted so as not to create greater berms than are necessary; and speeds adjusted to fit conditions. Likewise, good judgment shall be utilized when plowing along curbs with sidewalks directly abutting. Snow gates generally as a rule will not be used on 1) arterials/collectors due to the large volume of snow pushed to the curb on wider streets, as well as the need to keep “gates” in residential areas. 2) areas that are plowed under cooperative agreement by East Side Highway District (Fernan and Armstrong Park).



NEWS RELEASE BASE INFORMATION

The first heavy snow of the season always generates many comments on snow plowing. Below is a capsule summary of Coeur d'Alene's plowing procedure:

We do not plow until we have either 3" and expect more. Crews are brought in at approximately 4:00 A.M. to begin operations. Snow is normally bermed to the center on the following streets:

- A. Sherman – 2nd to 23rd
- B. 3rd - Cd'A Street to Front Ave.
- C. 4th - Cd'A Street to Front Ave.
- D. 5th - Cd'A Street to Front Ave
- E. 6th - Cd'A Street to Front Ave
- F. Lakeside - 1st to 8th
- G. Coeur d'Alene Ave - 1st to 4th

It takes approximately 5 hours to complete the downtown. Our goal is to have the downtown completed by 9:00 A.M. Following completed Citywide plowing, we next load and haul the snow from the center berms. A "normal" plowing operation will take 40 hours.

Snow gates reduce not eliminate the snow deposits into residential driveways. The City's (4) four snow gates will enable all residential areas of the City to receive snow gate service. In many cases, snow gates cannot block all snow from driveways and mailboxes-snow must go somewhere.

Starting in December we will staff the shop with 9 employees for night time operations. Their shift is from 3:00 P.M. to 11:30 P.M. If not required for plowing/sanding/chemical applications, they perform equipment maintenance. Normally, we continue with a night shift until late February or March.

It is important that we plow as rapidly as is prudent in order to provide timely service to the greatest number of citizens. Our intent is to drive slowly enough so that snow is not thrown onto properties or vehicles parked on the streets, causing them damage, and still maintain enough speed to rapidly complete the process.

Citizens can assist by avoiding on street parking in residential areas where possible.

Plowing is accomplished through use of general fund tax dollars. We attempt to do the most with the allocated resources. Additional money toward plowing can only come at the expense of other facets of our city government. Constructive suggestions on improving efficiency are always welcome.

MEDIA INFORMATION BULLETIN

The City of Coeur d'Alene would like to remind our citizens that it is unlawful for any person to deposit, throw, shovel, or blow snow, ice or other debris onto any public street, sidewalk or other public property. With accumulation of snow the City's Streets & Engineering Department works hard to keep the streets clear. When shoveling or clearing your sidewalk or driveway please remember to place snow off the street in order that traffic hazards are minimized and the efforts of the Streets & Engineering Department do not have to be duplicated.

Thank you for your assistance and cooperation in keeping our streets safe.

Sincerely,

Troy Tymesen

City Administrator



City of
Coeur d'Alene
IDAHO



Staffing and Preparation

Two Shifts, Days (6:00 am-2:30 pm) and Nights (3:00 pm-11:30 pm)

Snow Event Hours Days (4:00 am-4:00 pm) Nights (4:00 pm-4:00 am)

21 Operators

Mechanics have performed the required maintenance on our winter equipment

Equipment

4 Loaders w/Snowgates

4 Graders

7 Dump Truck Plows

4 De-icer Trucks

3 Sand Trucks

1 Salt Truck





Condition Red

More than 4" of snowfall on the roadway surface or 3" of snowfall on the roadway and more than 4" predicted.

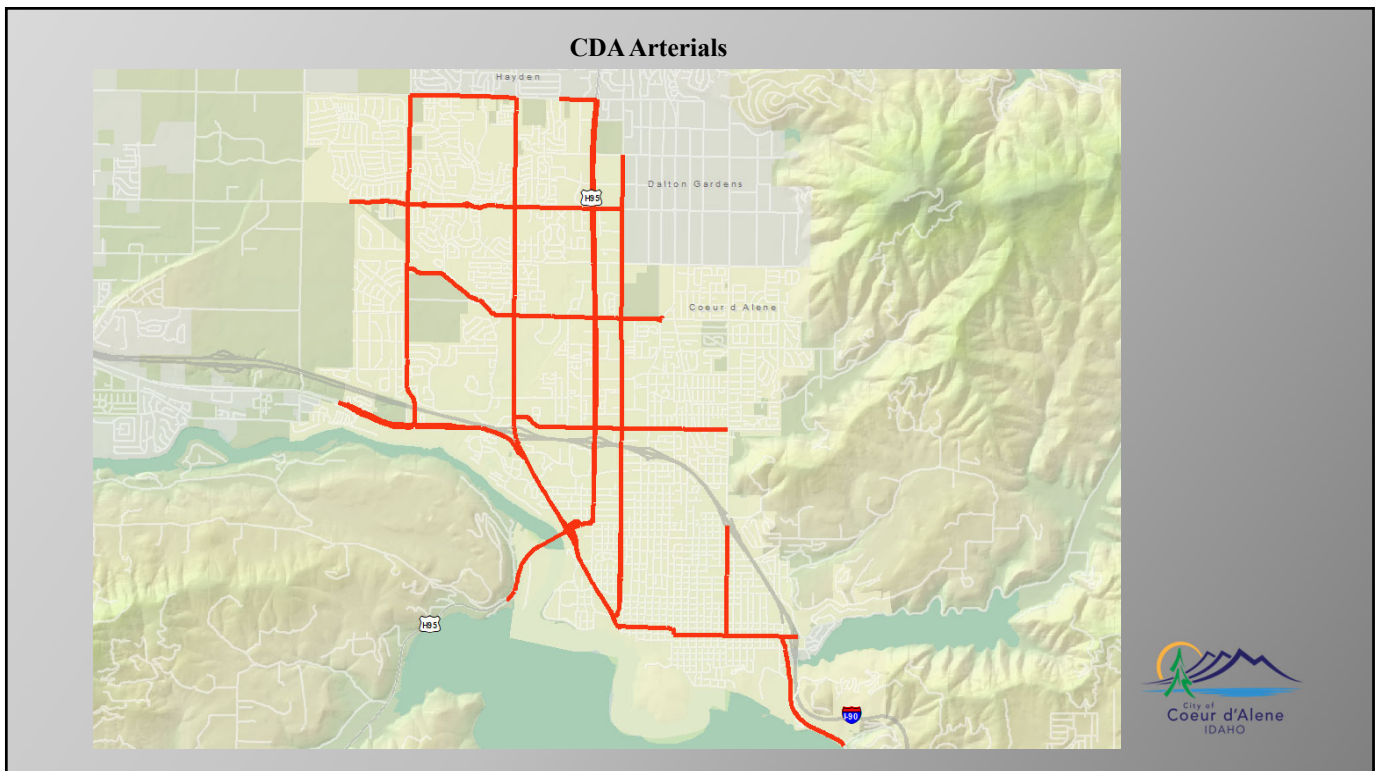
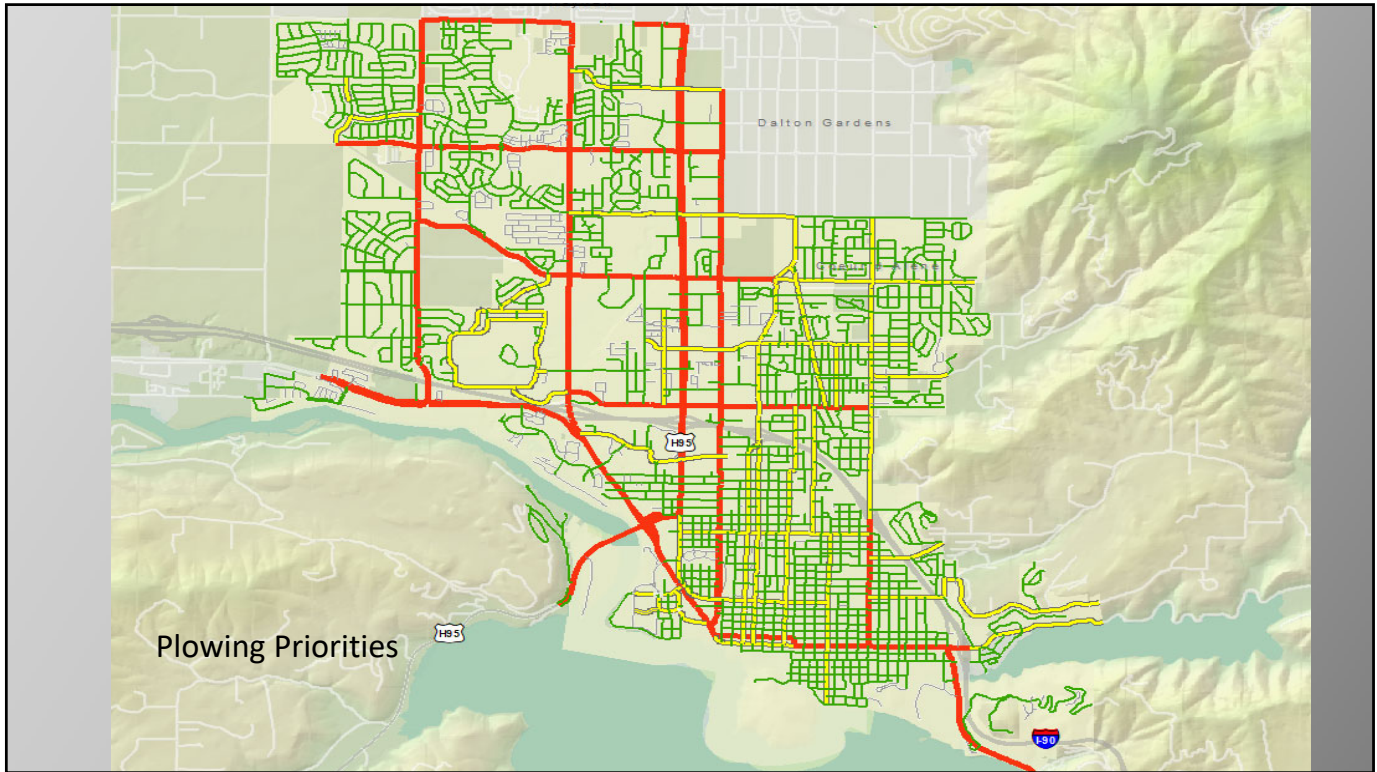
Condition Yellow

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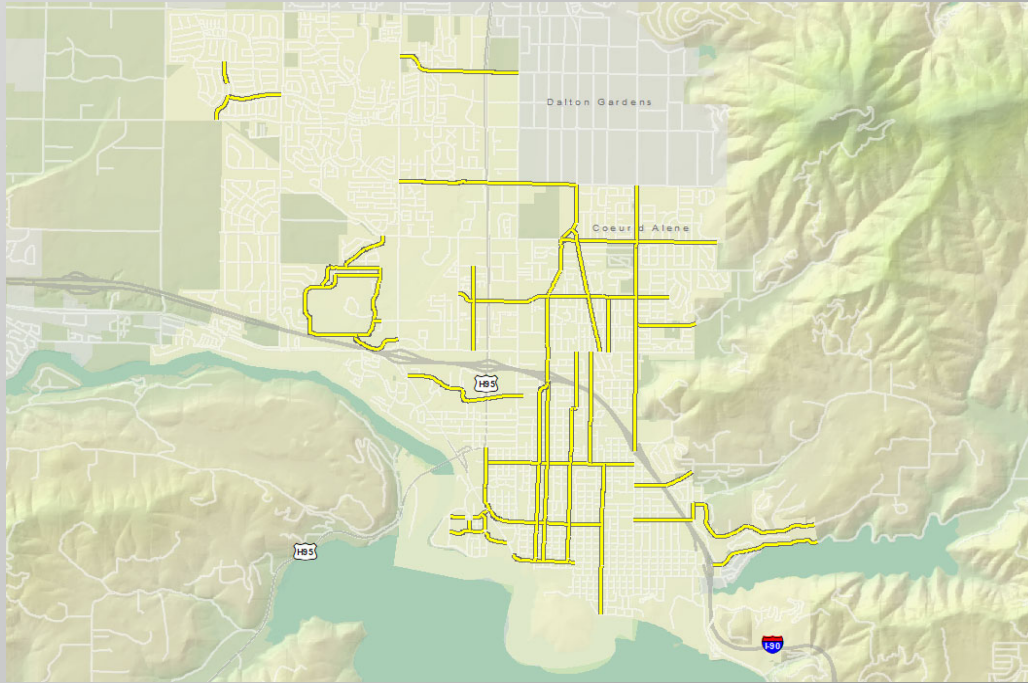
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Roadways can be dry with surface temperatures either above or below freezing or roadways can be wet with surface temperatures above freezing.

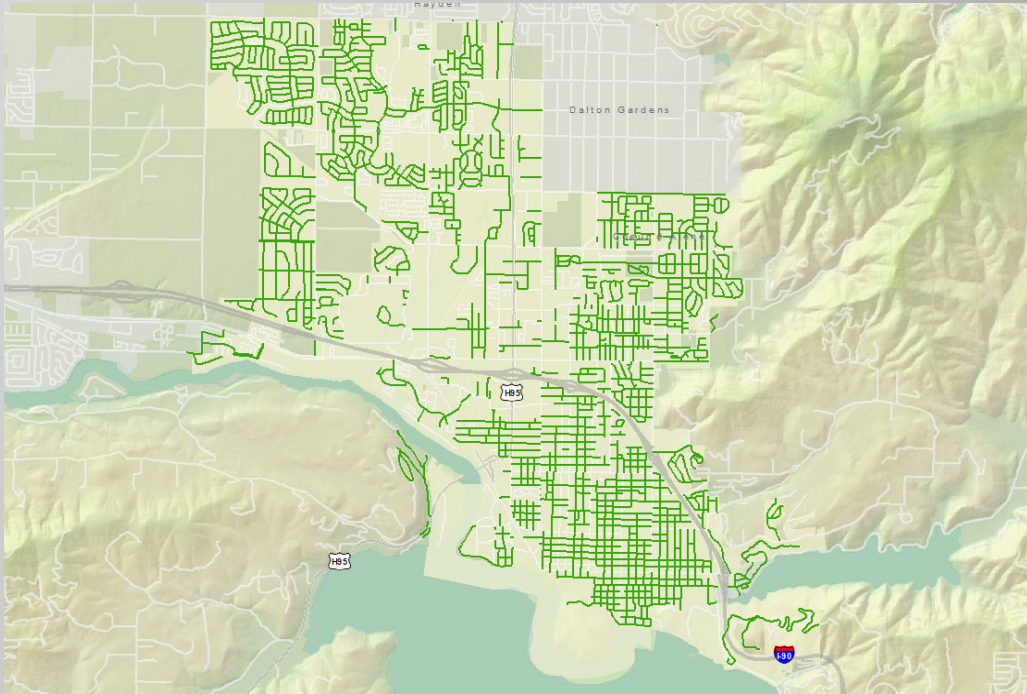




CDA Collectors



CDA Residential











Street
Parking



Alleyways are
not plowed





Sidewalks
Abutting Property
Owner is Responsible
for Clearing

Ordinance No. 3563
Sec. 12.24.020
Sec. 12.24.025



(Municipal Code 12.32.060) It is unlawful for any person to deposit, or cause to be deposited, thrown upon or moved onto any public street, sidewalk, thoroughfare, or other public property, any snow, ice, dirt, soil, rocks or debris which has accumulated on any private property. (Ord. 1559 S 1, 1978).



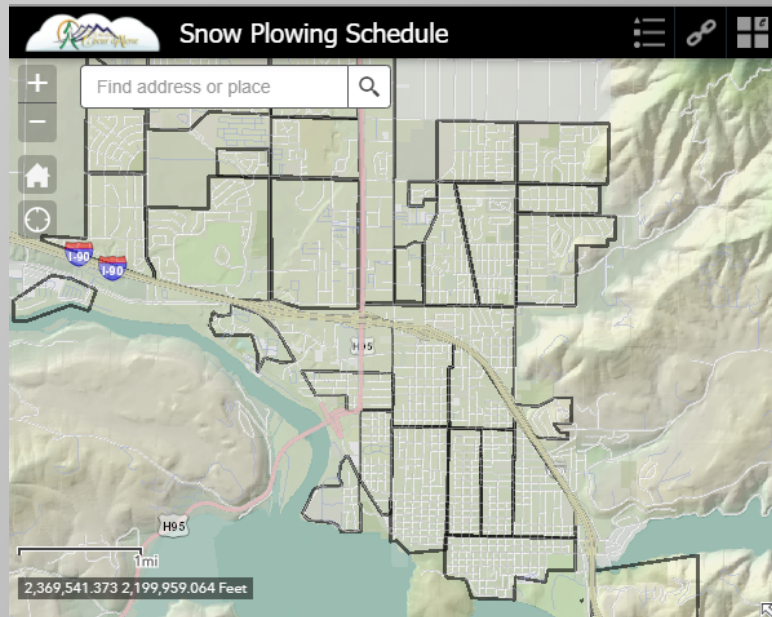


SNOW PLOWING MAP

This map is updated during storms when plowing is necessary.

Our goal is to have the entire community plowed within 40 hours.

<https://maps.cdaid.org/snowplow/>



SNOW REMOVAL ISSUES

- Online reporting at www.cdaid.org
- Office Hours
7:00 am to 3:30 pm
- Snow Line Number
(208)769-2233





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

December 5, 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 December 5, 2023, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

CALL TO ORDER: Mayor Hammond called the meeting to order. He noted the public hearing regarding Development Impact Fees, originally set for this evening, had been continued and would be reset to December 19 for the hearing regarding the Ordinance, and January 16 to hear the Capital Improvement Plans and Impact and Annexation Fees.

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

PRESENTATION: Fire Department EMS Officer Steven Jones introduced Shannon Martin and her son Jerimiah. He explained that Jerimiah had experienced a choking incident on October 8, 2023. They presented Unit Citation Awards to Coeur d'Alene Fire Department Firefighter-Paramedic Sean Liebelt and Chad Matchell, and KCFR Engine 14's crew of Captain-Paramedic Andrew Kaplan, Engineer Colter Smart, and Firefighter-Paramedic Cameron Taylor for their clinical excellence during the incident on October 8, 2023. EMS Officer Jones presented the Award of Exemplary Action to KCSO Emergency Communications Officers Stephanie Olson and Haleigh Frank for their exemplary assistance with communications during the event. Ms. Martin said the CDA Fire Department and EMS personnel were wonderful and her son Jerimiah would not have been here today if not for their quick actions.

ANNOUNCEMENTS:

Councilmember English noted the City's paydays had been changed to biweekly, and said it may need to be looked at more closely as it may become problematic when a Friday payday landed on a bank holiday and therefore pay was received on the following Monday. City Administrator Troy Tymesen noted that those employees set up for automatic deposits should have received their pay on Friday.

Mayor Hammond requested confirmation of the appointments of Ann Melbourn and Stephen Petersen to the Parking Commission, and Brinnon Mandel to ignite cda.

MOTION: Motion by Evans, seconded by Miller, to appoint Ann Melbourn and Stephen Petersen to the Parking Commission and Brinnon Mandel to ignite cda. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the November 21, 2023, Council Meeting.
2. Setting of the General Services/Public Works Committee Meeting at Noon on December 11, 2023.
3. Approval of Bills as Submitted.
4. Setting of Public Hearings for **December 19, 2023:**
 - a. ITEM NO.: O-2-23- Adoption of Amendments to Coeur d’Alene Municipal Code Title 14 (Development Impact Fee)
 - b. Approve Submittal of the CDBG 2022 CAPER (Consolidated Annual Performance and Evaluation Report) to HUD for official review
5. Setting of Public Hearings for **January 16, 2024:**
 - a. Approval of Capital Improvement Plans for Parks, Transportation, Police and Fire for a Ten-year Period, in Support of Updating the Development Impact Fees.
 - b. Adoption of Development Impact Fees and Annexation Fees for the City of Coeur d’Alene to Fund Growth’s Share of these Plans
6. **RESOLUTION NO. 23-085: A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: FINAL PLAT, AGREEMENT TO PERFORM SUBDIVISION WORK, AND SECURITY FOR FULL CIRCLE TRACTS (SS-23-11); AND RESOLUTION WITH IDAHO TRANSPORTATION DEPARTMENT (ITD) FOR THE RAMSEY ROAD SIGNAL UPGRADES PROJECT (COMPANION RESOLUTION NO. 23-080, ADOPTED BY COUNCIL ON NOVEMBER 7, 2023).**

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 23-085.**

DISCUSSION: Mayor Hammond asked if concerns and/or comments made on the draft Capital Improvement Plans and Impact Fees would be addressed and included in the reports at the future public hearing, with Mr. Tymesen responding they would and the hearing had been delayed in order to meet with the impacted groups as well. Mayor Hammond asked if funding for the traffic signal at Heutter and Hanley was included in the Full Circle Tracts’ bonds, with Mr. Tymesen responding staff would be using parts from unused signals to build the traffic signal until the Idaho Transportation Department completed the plans for the Heutter bypass. Councilmember Gookin asked if part of Full Circle Tracts security bond included cash to the City, with Mr. Tymesen responding it did not.

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

KOOTENAI COUNTY CANVASSED ELECTION RESULTS PURSUANT TO THE NOVEMBER 7, 2023 ELECTION.

MOTION: Motion by McEvers, seconded by Evans, to recommend the canvassed election results as presented by Kootenai County be reflected in the minutes of this meeting. **Motion carried.**

Kootenai County November 7, 2023 Consolidated Election							
	Candidates						
	City of Coeur d'Alene						
	Council Member Seat 1		Council Member Seat 3		Council Member Seat 5		
Precinct	Brian D. Winkler	Christie Wood	Clark Albritton	Dan Gookin	Dan English	Roger Garlock	Rob Knutson
205	0	0	0	0	0	0	0
322	289	300	273	315	265	261	53
401	210	176	209	176	149	187	40
402	214	209	201	219	161	220	29
403	227	358	229	356	294	225	56
404	283	336	275	340	297	275	39
405	254	293	241	303	251	234	55
406	267	295	243	319	187	213	160
407	196	379	188	383	314	201	51
408	199	261	194	263	226	184	47
409	220	278	219	277	242	201	48
410	305	418	274	441	374	282	61
411	165	228	150	240	195	161	35
412	212	297	195	315	274	197	38
413	152	190	152	190	173	141	27
414	230	217	223	222	188	219	36
415	163	247	178	232	193	165	43
416	144	353	139	357	309	136	44
417	153	352	150	355	315	143	43
418	182	390	169	400	369	156	45
419	162	373	159	374	338	157	32
420	140	188	130	196	173	123	27
517	80	89	74	97	73	73	24
520	0	1	0	1	0	1	0
Total	4,447	6,228	4,265	6,371	5,360	4,155	1,033

DISCUSSION REGARDING JEANNE HOLMBERGE MEMORIAL TRUST FOR THE PERFORMING ARTS REQUEST. PURSUANT TO COUNCIL REQUEST AT THE NOVEMBER 21, 2023, CITY COUNCIL MEETING.

STAFF REPORT: Parks and Recreation Director Bill Greenwood said during the November 21, 2023, Council meeting, Council requested staff provide a staff report regarding the city permits/codes that might pertain to the Jeanne Holmberg Memorial Trust for their neighborhood performances request. He said if the intent was solely to perform in a Park, the group would need to work with the Parks Department on a schedule of performance dates to ensure there are no conflicting events and to determine the size of crowd that may be expected. He noted if they did not want to rent a gazebo or use city electricity, the use was on a first come, first serve basis, when crowds expected were less than 1000 people. He said the Parks Department did not charge a fee for the first come, first serve basis use for non-commercial events. He mentioned that if the group wished to perform in the city streets (on a flatbed truck or not), they would need to follow city rules and regulations such as no amplified sound and no closure of streets without pre-approved permits through the City Clerk's office. He noted a few applicable city codes were Chapter 5.24 Sound Trucks or Loudspeakers. 5.24.010: Permission Required; Application; 4.30.025: Large Activity or Event Permit; 4.30.020: Activities or Events in City Parks; and 10.60.020: Permit Required. Additionally, dependent on the size of the event, applicable city fees may include \$150.00 to \$750.00 for a special event street closure, \$150.00 to \$200.00 for a gazebo rental, Riverstone Amphitheater and McEuen Pavilion rentals of \$250.00 to \$350.00, and a refundable deposit in the range of \$100.00 to \$500.00 dependent upon location and use. He noted that large events which restricted normal park activity was \$1000.00 a day, along with the required bond and liability insurance. Susie Snedeker thanked Council for their support and said the performances would be a great addition for the community.

DISCUSSION: Councilmember Gookin mentioned there would have to be amplification associated with the performances and the Municipal Code stated no amplification was allowed, with Mr. Adam's responding the Code allowed Council to approve the use of a loudspeaker. Councilmember Miller asked if the request was a normal permitted activity, with Mr. Greenwood responding it was. Councilmember Miller asked if permits may be revoked if there were any issues brought forward, with Mr. Greenwood responding Council could revoke a permit. Mr. Greenwood mentioned he and/or his staff worked with groups to ensure successful events. Councilmember Miller asked if the Trust's request was for a specific permit, with Mr. Greenwood responding the City issued permits for this type of activity and the normal process was to contact the Parks and/or Municipal Services Departments and they would work with the organization on the proposal. Councilmember Miller noted she hoped the group's events were successful.

MOTION: Motion by Wood, seconded by English, to direct staff to work with trustees from the Jeanne Holmberge Memorial Trust for the Performing Arts and for the Trustees to work with staff.
Motion carried

RESOLUTION NO. 23-086

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AMENDED MEMORANDUM OF UNDERSTANDING WITH INLAND NORTHWEST PICKLEBALL CLUB FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF PICKLEBALL COURTS ON CITY PROPERTY IN CHERRY HILL PARK.

STAFF REPORT: Parks and Recreation Director Bill Greenwood requested Council approve the amended Memorandum of Understanding (MOU) with the Inland Northwest Pickleball Club (Club). He said that pickleball was one of the fastest growing sports in the nation and within the last year, the Club's membership has grown from 350 to over 500 members. He mentioned the city of Coeur d'Alene (City) has an ongoing partnership with the Club which has allowed the City to perform pickleball court improvements as well as providing pickleball lessons through the Recreation Division. He said there would be no cost to the City for the approval of the amended MOU and the Parks Department may apply for a matching grant for the project or other opportunities. He said the previously identified location west of the existing courts at Cherry Hill that Council had approved for seven (7) new pickleball courts was revealed that the Idaho Transportation Department would be encroaching on for new on and off ramps for I-90. He said the amended MOU contemplated the conversion of some of the Cherry Hill tennis courts to pickleball courts. He said there were currently six (6) tennis courts, and under the amended MOU, four (4) tennis courts would be converted into twelve (12) pickleball courts. He noted all costs would be the responsibility of the Club and they would crack seal and resurface the remaining two (2) tennis courts which would not be striped for pickleball. The amended MOU would guarantee the Club a location to build the courts which was necessary for its fund-raising goal to acquire the necessary funds to construct the courts. After construction, the courts would belong to the City and available for use by the general public except during the Club's tournaments. He said the City would perform routine maintenance and repairs. He mentioned the Club had hosted an annual pickleball tournament at the Cherry Hill Courts for the last 5-years with great success and it brought in people from all over the country and Canada. The new courts would help the Club to host larger tournaments which would attract a higher caliber of player.

DISCUSSION: Councilmember Wood noted players were passionate for the sport, and the Parks and Recreation Commission's Board endorsed the amended MOU. Councilmember Gookin asked if the money for the improvements had already been raised and if not, was there was a time limit to do so, with Mr. Greenwood responding the Club had the funds and were ready to make the improvements. Councilmember Gookin asked about naming rights, with Mr. Greenwood noting the City's Code requirements would be followed. Councilmember McEvers asked if the Parks Department had received any complaints from tennis players on the court conversions, with Mr. Greenwood responding he had not received any pushback on the proposal. Councilmember Miller said she saw people of all ages playing pickleball and noted it was a great project.

MOTION: Motion by Miller, seconded by Wood, to approve **Resolution No. 23-086**; approving a Memorandum of Understanding with Inland Northwest Pickleball Club.

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

(LEGISLATIVE HEARING) APPROVING THE TRANSFER OF, AND AUTHORIZING THE DELIVERY OF A QUITCLAIM DEED FOR, A +/- 0.178 ACRE STRIP OF PROPERTY ON THE WESTERN EDGE OF A PORTION OF TRACT 1, ATLAS WATERFRONT 2ND ADDITION, TO IGNITE CDA, A TAX-SUPPORTED GOVERNMENTAL ENTITY, WITHOUT CONSIDERATION, AND ACCEPTING A PERMANENT PUBLIC ACCESS AND UTILITY EASEMENT FROM IGNITE CDA FOR THE SAME PROPERTY.

STAFF REPORT: City Administrator Troy Tymesen requested Council determine that it is in the best interest of the City to transfer +/- 0.178 acres of real property in Atlas Waterfront to ignite cda, a tax-supported governmental entity and to set a public hearing to consider the transfer on December 5, 2023. He said the City had begun the process of purchasing the Atlas Waterfront property in May of 2017. In 2018, the City purchased nearly 47 acres of Spokane River waterfront property which was the former Atlas Mill site with the goal of creating permanent, public waterfront access and encouraging economic development initiatives on the site. He said the purchase price of the property was \$7,850,000, and funded by a loan from the City's Wastewater Utility. The project size was increased to approximately 70 acres when a triangle parcel was acquired through a land exchange and vacation of unused road right-of-way along the south side of Seltice Way. Subsequently, the City transferred the property, except for property intended for parkland, to ignite cda, to oversee the development. He noted ignite cda had been working closely with the City, Welch-Comer, and Heartland LLC to develop the property. He said the project was currently in phase 2. He noted Councilmember Christie Wood had served on the Atlas Scoring Committee, along with City staff representatives Hilary Patterson and himself, representatives from the ignite cda board, Heartland Development (advisor to ignite cda), and Phil Boyd of Welch-Comer. He said the committee had been apprised of the challenges of developing what is known as Area 13 and the need for public and fire access along the eastern boundary. He mentioned Area 13 was the last remaining developable parcel in the Lake District within the Atlas Waterfront project and the sale of the parcel was critical to help pay back the Wastewater Utility for the loan made to acquire the Atlas Waterfront property. He said there have been three (3) requests for proposals and multiple failed attempts to sell the parcel, largely due to the size and shape of it, as well as the significant grade change from Atlas Road down to the waterfront trail. Ignite cda had recently signed a Development Disposition Agreement with deChase Miksis (deChase) for Area 13 and a closing date is scheduled for December 8, 2023. Thus, it was critical that the public hearing to consider the transfer occur on December 5, 2023. At the regular meeting of the City Council on November 21, 2023, the Council unanimously voted to declare that the transfer of the subject property to ignite cda, without consideration, was in the best interest of the City, and set a public hearing to consider the transfer for December 5, 2023. Pursuant to this decision, Resolution 23-084 has been executed affirming the intent of the City Council to transfer property to ignite cda and set the public hearing. The area in question has no value to the City other than as a 30-foot strip of unimproved area of parkland. The conveyance would provide a public promenade, fire department access, an enhanced landscaped buffer between the park and the mixed-use development on Area 13, provide more land on the City's tax rolls, and help with sale and development of Area 13, to help pay back the City's Wastewater Utility. The ADRC supports the proposed fire access road/public promenade because it allows Area 13 to be developed in a manner consistent with the Atlas Development Standards, specifically: 1. No surface parking; 2. Activating both the Atlas Road and waterfront trail sides for the parcel with a food and beverage operation; and 3. Creating 22 residential units. The ADRC discussed deChase's proposal with the Atlas

Development Team and the Team initially suggested a Boundary Line Adjustment (BLA) with ignite cda to move Area 13's east boundary 30' east, so the fire access road would be completely on Area 13 (private property). Later the City Attorney suggested an alternate approach would simply be to convey the property to ignite cda by ordinance, as authorized by Idaho Code § 50-1403(4). Idaho Code § 50-1403 provides that the City may transfer property, with or without consideration, to any tax supported governmental unit if it is in the best interest of the City to do so. Ignite cda is a tax supported governmental unit. Staff believed it was in the best interest of the City to transfer the property to ignite cda for the reasons stated. He said if the property was conveyed, a permanent and perpetual easement to the City for the publicly accessible promenade, fire access, and stormwater would be granted by ignite cda, which easement would be binding on future owners of Area 13. The owner of Area 13 would be responsible for promenade maintenance. The public open space area is currently irrigated turf and a stormwater line runs through the area. Mr. Tymesen requested the Council approve the conveyance of real property to ignite cda, without consideration, pursuant to Idaho Code § 50-1403(4) and authorize the Mayor and the Clerk to sign the required documents completing the conveyance.

Mayor Hammond opened the public testimony portion of the hearing and hearing none, closed public testimony.

DISCUSSION: Councilmember Wood said she was in support of the transfer, and noted it would be helpful for Council to have a white paper on which developers were completing each project area and the associated status for the Atlas project as a whole. Councilmember Gookin said he had asked for an annual report from ignite cda and those were the type of details they would have received during the report if it had happened. He said he was curious about Area 20, too. He said he received a letter from Mr. Brown who purchased a townhome in the development who was told single-story commercial buildings would be built on Area 13, yet the proposal was for four-story building. Mr. Brown also noted there was inadequate parking, and the purchase amount for Area 13 was below market value. Mr. Tymesen said adequate parking would be provided, and the purchase price was a part of the Request for Proposals. Mr. Tymesen noted Area 13 had gone out for RFP multiple times. He said ignite cda would be making a presentation to the Council in February 2024. Councilmember Wood said the sale of Area 13 would pay back the Wastewater Utility loan. Councilmember Miller asked if the motion was for an easement, and noted there were no guarantees on the proposal for Area 13, with Mr. Tymesen responding the action was to transfer the property to ignite cda and it contained an easement. He noted what the developer had proposed would have to be built and that no significant changes could be made. Councilmember Gookin said he understood Mr. Brown's concerns about his property, yet Council didn't have any other options for the property and the City needed the funds to pay back the loan from the Wastewater Utility.

RESOLUTION NO. 23-087

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE TRANSFER OF, AND AUTHORIZING DELIVERY OF A QUITCLAIM DEED FOR, A +/- 0.178 ACRE STRIP OF PROPERTY ON THE WESTERN EDGE OF A PORTION OF TRACT 1, ATLAS WATERFRONT 2ND ADDITION, TO THE COEUR D'ALENE URBAN RENEWAL AGENCY, D/B/A IGNITE CDA, AND ACCEPTING A PERMANENT PUBLIC ACCESS AND UTILITY EASMENT FROM IGNITE CDA FOR THE SAME PROPERTY.

MOTION: Motion by Evans, seconded by Wood, to adopt **Resolution No. 23-087**, approving the transfer of, and authorizing the delivery of a Quitclaim Deed for a +/- 0.178-acre strip of property on the western edge of a portion of Tract 1, Atlas Waterfront 2nd Addition, to ignite cda, and accepting a permanent public access and utility easement from ignite cda for the same property.

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

(QUASI-JUDICIAL HEARING) BIRKDALE COMMONS NORTH ANNEXATION OF +/- 1.74 ACRES FROM COUNTY AGRICULTURE SUBURBAN TO CITY R-12 ZONING DISTRICT; LOCATED AT: 3549 N 15TH STREET, APPLICANT: WILLIAM AND SANDRA BRADEN

STAFF REPORT: Associate Planner Mike Behary said the applicant is requesting approval of the annexation of 1.74 acres in conjunction with zoning approval from County Agricultural-Suburban to the R-12 zoning district. An annexation agreement has been drafted. The City Council will act on that request separately. Planning Commission found that the annexation request met all of the required criteria and recommended adoption of the R-12 zoning at their regularly scheduled hearing on October 10, 2023 by a unanimous vote of 6-0. Currently the subject property is located in the unincorporated area of the county and consisted of one (1) parcel that has a single-family dwelling located on it. The subject site is 1.74 acres in area and relatively flat. The site is adjacent to the city limits along its south and west property line. The property is currently zoned Agricultural-Suburban in the county. As part of the annexation request, the applicant was proposing the R-12 zoning district be applied to the subject site. The subject site is located within the City's Area of City Impact (ACI). The City Council approved an annexation in 2022 on the property that is located adjacent and directly to the south of the subject site in item A-3-22. In 2022, the Planning Commission approved a Planned Unit Development (PUD) on the property that is located adjacent and directly to the south of the subject site in item PUD-4-22, known as Birkdale Commons. On November 14, 2023, the Planning Commission approved a PUD and Subdivision, known as Birkdale Commons North on the subject site, contingent upon the annexation being approved. The applicant has indicated that both properties will be developed as one and will have only one access off of 15th Street. The proposed R-12 zoning district is consistent with the existing residential zoning of the surrounding properties in the vicinity of the subject property. Approval of the requested R-12 zoning would allow the following potential use of the property. The R-12 district is intended as a residential area that permits a mix of housing types at a density not greater than twelve (12) units per gross acre. Mr. Behary noted that there are four (4) findings required for the annexation as follows: Finding #B8-that the request is or is not in

conformance with the Comprehensive Plan policies; Finding #B9-that public facilities and utilities are or are not available and adequate for the proposed use; Finding #B10-that the physical characteristics of the site do or do not make it an acceptable request at this time; and Finding #B11-that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character and/or existing land uses. He presented the surrounding zoning, land uses, and applicable Comprehensive Plan objectives and provided staff input regarding the finding categories including a list of seven (7) items recommended to be included in the annexation agreement. He noted the annexation agreement had been drafted by staff and Council would need to act on it by separate action.

DISCUSSION: Councilmember McEvers asked if the City would receive the water rights on the annexed property, with Mr. Behary responding the City would receive the water rights. Councilmember Wood asked if any public utilities were currently being used, with Mr. Behary responding the parcel was on its own water well and septic system.

APPLICANT: Drew Dittman, P.E. of Lake City Engineering said he was representing the applicants William and Sandra Braden. He noted he had appeared before Council last year to annex 1.7-acres for the neighboring property and that the two projects would be combined in order to connect to infrastructure and create a more cohesive development. Councilmember Gookin asked if there would only be one ingress and egress point, with Mr. Dittman responding they would extend the road between the two projects and share the approach from 15th Street. Councilmember Gookin asked how many units were in the combined development, with Mr. Dittman responding there was 10 lots in the previously approved project, and seven (7) new lots in the proposed project. Councilmember Gookin asked what the target price was for the units, with Mr. Dittman responding they would be a rental product, with the goal to be at market rate or slightly below. Councilmember McEvers asked if there was a left turn lane from 15th Street and on street parking, with Mr. Dittman responding there was no turn lane as the traffic counts did not warrant one, and parking was not allowed on 15th Street. Mr. Dittman noted they had discussed parking at length during the Planning Commission meeting and there would be three (3) parking stalls per unit for the original Birkdale Commons project, and the current project would have four (4) spaces per unit. Mayor Hammond asked if the road would be publicly dedicated, with Mr. Dittman responding it would be a private road. Councilmember Miller asked if there had been any discussion to aide in the need for workforce housing, with Mr. Dittman answering no, the issue had not come up and wasn't discussed with them.

Mayor Hammond opened the public testimony portion of the hearing and hearing none, closed public testimony.

Mayor Hammond noted the Council should disclose if they had received or exchanged any information outside of the public hearing in relation to the annexation so that the applicant and the public would have full knowledge of the information they possessed, with none being provided.

MOTION: Motion by Gookin, seconded by Wood, to approve the Birkdale Commons North Annexation of +/- 1.74 Acres from County Agricultural Suburban to City R-12 zoning district; located at: 3549 N 15th Street, Applicant: William and Sandra Braden and to develop the necessary Findings and Order.

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

DISCUSSION: Councilmember Gookin asked Councilmember Miller for her reasoning behind voting against the annexation, with Councilmember Miller explaining the City should work harder during annexation projects to include local worker housing options and she had heard that it hadn't been addressed for the project.

COUNCIL BILL NO. 23-1011

AN ORDINANCE ANNEXING TO, AND DECLARING TO BE A PART OF, THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS R-12; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Gookin, seconded by Evans, to dispense with the rule and read Council Bill No. 23-1011 once by title only.

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

MOTION: Motion by Gookin, seconded by Wood, to adopt **Council Bill 23-1011**.

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

RESOLUTION NO. 23-088

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN ANNEXATION AGREEMENT WITH SANDRA AND WILLIAM BRADEN FOR BIRKDALE COMMONS NORTH AT 3549 N. 15TH STREET.

DISCUSSION: Councilmember Gookin asked what could Council do to help Councilmember Miller get to where she wanted to be on similar projects? Councilmember Miller said she had dedicated many years of work on the local worker housing issue, and would like staff to work harder with landowners and/or engineers to bring forward options for local worker housing to be included in development agreements as Council's only opportunity to discuss it was during annexations. Councilmember English noted he felt the project met the need of adding additional housing stock for local worker housing.

MOTION: Motion by Gookin, seconded by Wood, to adopt **Resolution No. 23-088**, approving of an Annexation Agreement for the Annexation of +/- 1.74 Acres from Location: 3549 N 15th Street with William and Sandra Braden.

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

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

The meeting adjourned at 7:15 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

December 11, 2023
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Amy Evans, Chairperson
Council Member Christie Wood
Council Member Dan English

STAFF

Juanita Knight, Senior Legal Assistant
Melissa Tosi, Human Resources Director
Randy Adams, Legal Services Director / City Attorney

Item 1. Approval of an updated Sidewalk Reimbursement program.

Staff was unavailable to present information on this item, therefore, Councilmember Evans recommended this item be placed on the next City Council agenda as a regular agenda item.

Item 2. Approval of Personnel Rule Updates to the Classification / Compensation Plan and Amendments to Personnel Rule 16 – Grievance Procedures.
(Agenda)

Melissa Tosi, Human Resources Director, requests the Council approve amendments to the City's current Classification and Compensation Plan, and to Rule 16 – Grievance Procedures. Mrs. Tosi explained in her staff report that the Parks Maintenance Worker position has always been the entry level classification in Parks that also requires a Class B CDL. However, the Parks and Recreation Director believes the department would benefit by having an additional entry level classification that does not require a CDL and has even more basic parks maintenance duties. As a result, the current Parks Maintenance Worker job classification is being retitled to a Parks Maintenance Worker 2 classification and a new Parks Maintenance Worker 1 has been created for approval. Mrs. Tosi also proposed that the current Superintendent titles for both the department head position and the assistant position in Streets & Engineering, Wastewater, and Water, be changed from "Superintendent" to "Director."

Additionally, Mrs. Tosi proposed updates to Rule 16 – Grievance Procedures noting it is a complete re-write from the current policy. She explained that earlier this year, the City had informally resolved a couple potential grievances, but it became apparent that the language and timing of processing a grievance under the current policy was too vague and, therefore, subject to differing interpretations. Mrs. Tosi met with the City Attorney, City Administrator, and the Police Officer's Association (POA) and agreed that an updated policy would be beneficial for everybody. The goal of the amended policy is to create an up-to-date uniform and fair grievance procedure for all employees covered by the Personnel Rules, clearly outline the three steps that may be used in the grievance process, add clarity and reasonable time frames to each step of the grievance process, and a clear expectation of the documentation required. The policy was also sent to the Lake City Employee's Association (LCEA) for review. LCEA also approved the proposed policy, expressing no concerns. The proposed amendments were also discussed by the Executive Team and posted for all employees to review with no concerns being raised.

Mrs. Tosi explained that there is no cost impact to any of the job title amendments or to the Grievance Procedure policy. The Parks Department recently had an employee retire as a Lead Maintenance Worker (pay grade 10). The Parks and Recreation Director would like to refill the vacancy with two Parks Maintenance 1 positions. The additional funds needed to cover the difference, approximately \$34,634, will be offset by utilizing funds from the Parks Department's current part-time/seasonal budget.

MOTION: by Wood, seconded by English, to recommend that Council approve the Personnel Rule updates to the Classification/Compensation Plan and amendments to Personnel Rule 16 -Grievance Procedures. Motion Carried.

Item 3. Approval of a Subrecipient Agreement for Grant Funds with the Idaho Office of Emergency Management for the purchase of a generator.

Staff was unavailable to present information on this item, therefore, Councilmember Evans recommended this item be placed on the next City Council agenda as a regular agenda item.

Recording of the meeting can be found at:

<https://www.youtube.com/live/sGTChesnnxA?si=2UK-3LTB45MHe5d1>

The meeting adjourned at 12:20 p.m.

Respectfully submitted,

Juanita Knight

Senior Legal Assistant

Recording Secretary

DATE: 12-19-23
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: JANUARY 2, 2024

Mayor Hammond,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

January 2, 2024:

ITEM NO.: O-2-23

REQUEST: Adoption of amendments to Coeur d'Alene Municipal Code Title 14 (Development Impact Fee)

COMMISSION ACTION: Recommended Approval

Note: this hearing needs to be postponed from December 19, 2023 and renoticed to allow for a 15-day minimum notice due to a publication glitch.


DEC 10 2023

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

CITY CLERK

FUND	BALANCE 10/31/2023	RECEIPTS	DISBURSE- MENTS	BALANCE 11/30/2023
<u>General-Designated</u>	\$7,356,260	\$63,272	\$8,196	\$7,411,336
<u>General-Undesignated</u>	7,494,948	8,519,616	10,524,240	5,490,324
<u>Special Revenue:</u>				
Library	(31,716)	4,017	169,230	(196,929)
CDBG	(21,633)	41,633	25,018	(5,018)
Cemetery	180,988	18,594	27,417	172,165
Parks Capital Improvements	1,004,105	255,283	40,917	1,218,471
Impact Fees	6,140,383	155,741	8,484	6,287,640
Annexation Fees	1,075,956	4,376	520,000	560,332
American Recovery Plan	5,726,814			5,726,814
Cemetery P/C	1,095,518	35,692	2,722	1,128,489
Jewett House	157,265	640	39,288	118,617
Reforestation	22,694	92	-	22,786
Street Trees	152,980	5,122	9,875	148,227
Community Canopy	2,453	10	-	2,463
Public Art Fund	56,740	231	869	56,102
Public Art Fund - ignite	446,413	1,816	704	447,525
Public Art Fund - Maintenance	128,949	524	24	129,449
<u>Debt Service:</u>				
2015 G.O. Bonds	133,340	1,575	-	134,914
<u>Capital Projects:</u>				
Street Projects	849,804	648,457	71,435	1,426,826
<u>Enterprise:</u>				
Street Lights	184,260	62,962	119,916	127,306
Water	3,999,783	793,922	538,624	4,255,081
Water Capitalization Fees	5,556,259	108,244	-	5,664,503
Wastewater	20,094,316	1,424,171	1,091,510	20,426,978
Wastewater - Equip Reserve	187,659	27,500		215,159
Wastewater - Capital Reserve	5,500,000			5,500,000
WWTP Capitalization Fees	2,355,948	378,225	-	2,734,173
WW Property Mgmt	59,973	-	-	59,973
Sanitation	1,270,691	557,402	709,603	1,118,490
Public Parking	1,355,831	48,033	426,728	977,136
Drainage	1,127,719	94,598	75,020	1,147,297
Wastewater Debt Service	679,379	2,763	-	682,143
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	294,319	258,955	294,320	258,955
KCEMSS Impact Fees		9,834	3,978	5,856
Police Retirement	427,965	5,456	13,493	419,928
Sales Tax	3,480	1,692	3,480	1,692
BID	409,762	37,647	1,267	446,142
Homeless Trust Fund	546	740	546	740
GRAND TOTAL	<u><u>\$75,480,154</u></u>	<u><u>\$13,568,835</u></u>	<u><u>\$14,726,903</u></u>	<u><u>\$74,322,086</u></u>

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


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

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWO MONTH ENDED
November 30, 2023

RECEIVED

DEC 10 2023

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2023	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$266,305	\$38,289	14%
	Services/Supplies	10,128	2,252	22%
Administration	Personnel Services	241,168	43,003	18%
	Services/Supplies	2,590	50	2%
Finance	Personnel Services	847,769	151,226	18%
	Services/Supplies	713,940	332,693	47%
Municipal Services	Personnel Services	1,528,562	272,539	18%
	Services/Supplies	1,048,123	359,715	34%
	Capital Outlay	18,000		
Human Resources	Personnel Services	362,646	69,673	19%
	Services/Supplies	136,559	25,246	18%
Legal	Personnel Services	1,317,913	243,885	19%
	Services/Supplies	63,000	8,380	13%
Planning	Personnel Services	755,763	142,987	19%
	Services/Supplies	54,050	3,280	6%
	Capital Outlay			
Building Maintenance	Personnel Services	355,212	72,054	20%
	Services/Supplies	315,600	77,032	24%
	Capital Outlay	31,000	210	1%
Police	Personnel Services	17,977,696	3,444,557	19%
	Services/Supplies	1,932,595	243,085	13%
	Capital Outlay	1,929,000	460,262	24%
Fire	Personnel Services	12,637,563	2,122,743	17%
	Services/Supplies	949,774	58,391	6%
	Capital Outlay			
General Government	Services/Supplies	2,019,067	(6)	0%
	Capital Outlay		665,000	
Police Grants	Personnel Services	91,364	15,400	17%
	Services/Supplies			
	Capital Outlay			
CdA Drug Task Force	Services/Supplies			
	Capital Outlay			
Streets	Personnel Services	3,525,902	736,176	21%
	Services/Supplies	2,965,163	26,986	1%
	Capital Outlay	750,000	85,341	11%
Parks	Personnel Services	2,154,256	400,182	19%
	Services/Supplies	751,710	82,413	11%
	Capital Outlay	107,026		

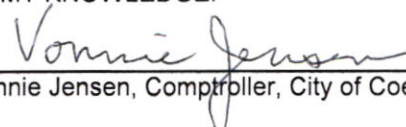
CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWO MONTH ENDED
 November 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2023	PERCENT EXPENDED
Recreation	Personnel Services	669,375	126,832	19%
	Services/Supplies	159,950	6,312	4%
	Capital Outlay			
Building Inspection	Personnel Services	1,102,433	194,241	18%
	Services/Supplies	44,309	3,496	8%
	Capital Outlay			
Total General Fund		<u>57,835,511</u>	<u>10,513,928</u>	<u>18%</u>
Library	Personnel Services	1,648,968	302,111	18%
	Services/Supplies	220,000	16,867	8%
	Capital Outlay	190,000	23,570	12%
CDBG	Personnel Services	87,021	83	0%
	Services/Supplies	302,942	14,935	5%
Cemetery	Personnel Services	226,159	48,883	22%
	Services/Supplies	139,150	9,045	6%
	Capital Outlay			
Impact Fees	Services/Supplies	63,000		
Annexation Fees	Services/Supplies	520,000	520,000	100%
Parks Capital Improvements	Capital Outlay	710,060	(32,766)	-5%
Cemetery Perpetual Care	Services/Supplies	4,500	724	16%
Jewett House	Services/Supplies	28,615	54,180	189%
Reforestation	Services/Supplies	6,500		
Street Trees	Services/Supplies	112,000	9,875	9%
Community Canopy	Services/Supplies	1,500		
Public Art Fund	Services/Supplies	239,500	9,618	4%
		<u>4,499,915</u>	<u>977,126</u>	<u>22%</u>
Debt Service Fund		<u>876,307</u>		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWO MONTH ENDED
November 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2023	PERCENT EXPENDED
Atlas - Kathleen to Newbrook	Capital Outlay	1,010,734		
Traffic Calming	Capital Outlay	40,000	1,338	3%
Public Transit Sidewalk Accessibility	Capital Outlay	204,999		
Ramsey Road Rehabilitation	Capital Outlay			
15th Street	Capital Outlay	2,300,000	65,096	3%
LHTAC Pedestrian Safety	Capital Outlay	873,245		
Atlas Waterfront Project	Capital Outlay			
Wilbur / Ramsey Signal	Capital Outlay	169,595	5,000	3%
		<u>4,598,573</u>	<u>71,435</u>	<u>2%</u>
Street Lights	Services/Supplies	760,200	57,263	8%
Water	Personnel Services	3,005,767	518,613	17%
	Services/Supplies	5,748,776	131,969	2%
	Capital Outlay	5,717,240	239,924	4%
Water Capitalization Fees	Services/Supplies	3,000,000		
Wastewater	Personnel Services	3,402,504	591,902	17%
	Services/Supplies	8,680,182	194,913	2%
	Capital Outlay	12,237,000	594,546	5%
	Debt Service	3,512,941		
WW Capitalization	Services/Supplies	3,499,100		
WW Property Management	Services/Supplies			
Sanitation	Services/Supplies	5,315,582	589,315	11%
Public Parking	Services/Supplies	1,778,929	433,030	24%
	Capital Outlay			
Drainage	Personnel Services	262,860	52,053	20%
	Services/Supplies	1,189,030	30,216	3%
	Capital Outlay	1,143,000	22,311	2%
Total Enterprise Funds		<u>59,253,111</u>	<u>3,456,055</u>	<u>6%</u>
Kootenai County Solid Waste		3,115,000	294,320	9%
KCEMSS Impact Fees			3,978	
Police Retirement		146,000	24,129	17%
Business Improvement District		176,200	1,200	1%
Homeless Trust Fund		10,000.00	546.06	0.05
Total Fiduciary Funds		<u>3,447,200</u>	<u>324,172</u>	<u>9%</u>
TOTALS:		<u>\$130,510,617</u>	<u>\$15,342,716</u>	<u>12%</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

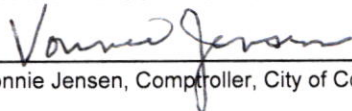
DEC 10 2023

CITY CLERK

City of Coeur d Alene
Cash and Investments
11/30/2023

Description	City's Balance
U.S. Bank	
Checking Account	3,417,753
Checking Account	70,520
Checking Account	66,266
Investment Account - Police Retirement	353,209
Investment Account - Cemetery Perpetual Care Fund	1,101,896
Idaho Central Credit Union	
Certificate of Deposit	1,026,673
Idaho State Investment Pool	
State Investment Pool Account	37,012,353
Spokane Teacher's Credit Union	
Certificate of Deposit	6,136,200
Numerica Credit Union	
Certificate of Deposit	9,678,545
Money Market	15,457,321
Cash on Hand	
Treasurer's Change Fund	1,350
Total	<u><u>74,322,086</u></u>

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



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

CITY COUNCIL STAFF REPORT

DATE: **DECEMBER 19, 2023**

FROM: **VONNIE JENSEN, COMPTROLLER**

SUBJECT: **ANNUAL ROAD AND STREET FINANCIAL REPORT**

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2023.

HISTORY:

Idaho Code, Section 40-708, requires the certification of road fund receipts and disbursements be completed and sent to the Idaho State Controller by the 31st of December for the preceding fiscal budget year for cities, counties, and highway districts.

FINANCIAL ANALYSIS:

The certification and timeliness of this report is critical to the City receiving funding from the State's Highway User tax disbursement. The revenue received during fiscal year 2022-23 was \$3,833,944 and \$3,858,406 was received for fiscal year 2021-22.

PERFORMANCE ANALYSIS:

The Annual Road and Street Financial Report is an accounting of the dollars used in maintaining, creating and improving the road network overseen by the City. This report is a collaborative effort with the Street Maintenance Department and the Finance Department.

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2023.

Annual Road and Street Financial Report

Reporting Entity Name, Mailing Address and Contact Phone Number:		Please return, not later than December 31 , to:
Entity City of Coeur d'Alene	BRANDON D. WOOLF IDAHO STATE CONTROLLER ATTN: HIGHWAY USERS STATEHOUSE MAIL BOISE, ID 83720	
Address 710 E Mullan Avenue		
City State Zip Coeur d Alene ID 83814		
Contact/Phor (208) 769-2225	Contact/Email: vonniej@cdaid.org	

This certified report of dedicated funds is hereby submitted to the State Controller as required by 40-708, *Idaho code*.

Dated this _____ day of _____, _____.	Commissioner Signature
ATTEST:	Commissioner Signature
Clerk/Treasurer Signature	Mayor or Commissioner Signature
City Clerk/County Clerk/District Secretary (type or print name & sign) <u>AND</u>	Commissioners or Mayor (type or print name & sign)

FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023

Line 1	BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR	-
RECEIPTS		
LOCAL FUNDING SOURCES		
Line 2	Property tax levy (for roads, streets and bridges)	
Line 3	Sale of assets	
Line 4	Interest income	34,748
Line 5	Fund transfers from non-highway accounts.	576,277
Line 6	Proceeds from sale of bonds (include LIDs)	
Line 7	Proceeds from issue of notes (include loans)	
Line 8	Local impact fees	111,516
Line 9	Local option registration fee	
Line 10	All other LOCAL receipts or transfers in.	4,034,533
Line 11	Total Local Funding (sum lines 2 through 10).	4,757,074
STATE FUNDING SOURCES		
Line 12	Highway user revenue	3,833,944
Line 13	Sales tax/Inventory replacement tax	
Line 14	Sales tax/Revenue sharing	
Line 15	State Exchanged funds.	
Line 16	All other STATE receipts or transfers.	
Line 17	Total State Funding (sum lines 12 through 16).	3,833,944
FEDERAL FUNDING SOURCES		
Line 18a	Secure Rural Schools (Title I Funds)	
Line 18b	Secure Rural Schools (Title III Funds)	
Line 19	Federal-aid Bridge.	
Line 20	Federal-aid Rural.	
Line 21	Federal-aid Urban.	434,611
Line 22	Federal Lands Access Funds and All other FEDERAL receipts or transfers	634,781
Line 23	Total Federal Funding (sum lines 18 through 22)	1,069,392
Line 24	TOTAL RECEIPTS (sum lines 11, 17, 23)	9,660,410

DISBURSEMENTS

NEW CONSTRUCTION (include salary and benefits on each line)		
Line 25	Roads	
Line 26	Bridges, culverts and storm drainage	
Line 27	RR Crossing	
Line 28	Other (signs, signals or traffic control).	332,872
Line 29	Total New Construction (sum lines 25 through 28).	332,872
RECONSTRUCTION/REPLACEMENT/REHABILITATION (include salary and benefits on each line)		
Line 30	Roads (rebuilt, realign, or overlay upgrade).	1,732,768
Line 31	Bridges, culverts and storm drainage	
Line 32	RR Crossing.	
Line 33	Other (signs, signals or traffic control).	130,976
Line 34	Total Reconstruction/Replacement (sum lines 30 through 33).	1,863,744
ROUTINE MAINTENANCE (include salary and benefits on each line)		
Line 35	Chip sealing or seal coating.	1,326,729
Line 36	Patching	785,431
Line 37	Winter Maintenance	523,479
Line 38	Grading/blading	380,171
Line 39	Bridge.	
Line 40	Other (signs, signals or traffic control).	1,534,566
Line 41	Total Routine Maintenance (sum lines 35 through 40)	4,550,376
EQUIPMENT		
Line 42	Equipment purchase - automotive, heavy, other.	622,908
Line 43	Equipment lease/purchase	103,706
Line 44	Equipment maintenance.	657,431
Line 45	Other (specify).	
Line 46	Total Equipment (sum lines 42 through 45)	1,384,045
ADMINISTRATION		
Line 47	Administrative salaries and expenses.	399,082
OTHER EXPENDITURES		
Line 48	Right-of-way and property purchases	
Line 49	Property leases	
Line 50	Street lighting	
Line 51	Professional services - audit, clerical, and legal.	
Line 52	Professional services - engineering.	208,171
Line 53	Interest - bond (include LIDs).	
Line 54	Interest - notes (include loans).	
Line 55	Redemption - bond (include LIDs)	
Line 56	Redemption - notes (include loans)	
Line 57	Payments to other local government.	
Line 58	Fund transfers to non-highway accounts.	
Line 59	All other local expenditures	54,491
Line 60	Total Other (sum lines 48 through 59)	262,662
Line 61	TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60).	8,792,781
Line 62	RECEIPTS OVER DISBURSEMENTS (line 24 - line 61).	867,629
Line 63	OTHER ADJUSTMENTS (Audit adjustment and etc.).	
Line 64	CLOSING BALANCE (sum lines 1, 62, 63)	867,629
Line 65	Funds on Line 64 obligated for specific future projects & reserves.	867,629
Line 66	Funds on Line 64 retained for general funds and operations.	
Line 67	ENDING BALANCE (line 64 minus the sum of lines 65, 66)	(0)

RESOLUTION NO. 23-089

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE ABANDONMENT OF A DRAINAGE EASEMENT LOCATED AT 2319 W. BASTIEN LOOP, IN THE COEUR D'ALENE PLACE 36TH ADDITION, OWNED BY SORBONNE HOMES, LLC.

WHEREAS, the Engineering Project Manager of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve the abandonment of a drainage easement located at 2319 W. Bastien Loop in the Coeur d'Alene Place 36th Addition, owned by Sorbonne Homes, LLC, pursuant to terms and conditions set forth in the attached 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 approve the abandonment;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve the abandonment of a drainage easement located at 2319 W. Bastien Loop, in the Coeur d'Alene Place 36th Addition, owned by Sorbonne Homes, LLC, 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 Abandonment of Easement to the extent the substantive provisions of the document remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to sign the Abandonment of Easement on behalf of the City.

DATED this 19th day of December, 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 _____.

**CITY COUNCIL
STAFF REPORT**

DATE: DECEMBER 19, 2023

FROM: DENNIS J. GRANT, ENGINEERING PROJECT MANAGER

**SUBJECT: REQUEST FOR APPROVAL OF LOT 12, BLOCK 2, CD'A PLACE 36TH
ADDITION DRAINAGE EASEMENT ABANDONMENT**

DECISION POINT:

Should City Council approve the Lot 12, Block 2, CD'A Place 36th Addition drainage easement abandonment on property owned by Sorbonne Homes, LLC. (2319 W. Bastien Loop).

HISTORY:

During the platting of the CD'A Place 36th Addition off of Bastien Loop, an easement was recorded for storm-drainage. The drainage easement is not needed or wanted. The approved subdivision plans show that there is no stormwater infrastructure.

FINANCIAL ANALYSIS:

No cost will be incurred by the City for this abandonment.

PERFORMANCE ANALYSIS:

This drainage easement abandonment will allow the property owner to move forward with their planned development of this property.

RECOMMENDATION:

City Council should approve the Coeur d'Alene Place 36th Addition drainage easement abandonment on properties owned by Sorbonne Homes, LLC.

ABANDONMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF COEUR D’ALENE, IDAHO**, whose address is 710 E. Mullan Avenue, Coeur d’Alene, Idaho, the dominant tenant, does hereby abandon the following described easement, for the reason that said easement is no longer needed for City or public purposes:

That certain Drainage Easement
Located on
Lot 12, Block 2, Coeur D’ Alene Place Thirty-Sixth Addition

As shown on the Plat recorded in Book L of Plats, page 831
And approved by the City Council on August 1, 2023

over the following described property:

Parcel D, Record of Survey Boundary Line Adjustment to Lots 9 thru 12, Block 2
Book 32 of Surveys, page 644
Also known as 2319 W. Bastien Loop, Coeur d’Alene, Idaho
That the above described property, which is shown in Exhibit “1”, attached hereto and incorporated herein.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 19th day of December, 2023.

CITY OF COEUR D’ALENE

By _____
James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) SS.
COUNTY OF KOOTENAI)

On the 19th day of December, 2023, before me, a Notary Public, personally appeared James Hammond and Renata McLeod, known or identified to me to be the Mayor and City Clerk of the City of Coeur d’Alene, and the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission Expires: _____

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: DECEMBER 19, 2023

FROM: CHRIS BOSLEY – CITY ENGINEER

SUBJECT: SIDEWALK REIMBURSEMENT PROGRAM UPDATE

DECISION POINT:

Should Council approve the update to the Sidewalk Reimbursement Program?

HISTORY:

The Sidewalk Reimbursement Program was developed and implemented in 2007 and has been an effective means to improving pedestrian travel in the City of Coeur d’Alene. City Code requires property owners to maintain the sidewalks abutting their property (M.C. §§ 12.20.030 and 12.20.100). The original reimbursement program was developed to incentivize property owners to install sidewalks where none existed and repair sidewalks where ADA requirements are not met. Although the reimbursement is still somewhat helpful in incentivizing sidewalk repair and installation, the rate has not kept up with increasing construction costs. Over the past six years, this program has provided reimbursements for an average of 555 feet of sidewalk per year. Recent bid prices for residential sidewalk construction are around \$3,500.00 for a 40-foot-wide lot, or \$87.50/ft. The current reimbursement rate is \$26/ft and a maximum of \$650.00 per property owner.

FINANCIAL ANALYSIS:

Staff recommends increasing the reimbursement rate to \$40/ft to increase the incentive, with an increased maximum per property owner of \$1,000.00 or \$2,000.00 for a corner lot. The current Streets & Engineering Department budget for this item is \$10,000.00 annually.

PERFORMANCE ANALYSIS:

Approval of the increased reimbursement rate will likely incentivize more property owners to repair or install sidewalks throughout the City.

DECISION POINT/RECOMMENDATION:

City Council should approve the update to the Sidewalk Reimbursement Program.

RESOLUTION NO. 23-090

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING REVISIONS TO THE CITY'S SIDEWALK & CURB RAMP – ACCESSIBILITY POLICY TO INCREASE THE REIMBURSEMENT RATE PER FOOT AND MAXIMUM PER PROPERTY FOR THE SIDEWALK INCENTIVE PROGRAM.

WHEREAS, a Sidewalk & Curb Ramp - Accessibility Policy was adopted by City Council on February 7, 2006, per Resolution No. 06-010; and

WHEREAS, the Sidewalk Curb Ramp - Accessibility Policy was amended by City Council on September 16, 2008, per Resolution No. 08-050, setting a reimbursement rate per lineal foot in the Sidewalk Incentive Program at \$20.00, and maximum per property per year at \$500.00; and

WHEREAS, the Sidewalk Curb Ramp – Accessibility Policy was amended by City Council on September 3, 2019, per Resolution No. 19-037, increasing the per lineal foot reimbursement rate in the Sidewalk Incentive Program from \$20.00 to \$26.00, and the per property per year maximum from \$500.00 to \$650.00; and

WHEREAS, the City Engineer is proposing additional revisions to the Sidewalk & Curb Ramp – Accessibility Policy to increase the per lineal foot reimbursement rate in the Sidewalk Incentive Program to \$40.00, and the per property per year maximum to \$1,000.00 or \$2,000.00 for a corner lot; and

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

NOW, THEREFORE,

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

DATED this 19th day of December, 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 _____.

SIDEWALK & CURB RAMP – ACCESSIBILITY POLICY (REVISED)

BACKGROUND: In response to the Americans with Disabilities Act (ADA), the City of Coeur d’Alene is mandated to provide accessible pedestrian routes within the City. Surveys of the City’s sidewalk system reveal many sidewalks that are either in a deteriorated condition or out of compliance with ADA standards. Safe and accessible sidewalks not only enable the City to meet ADA mandates, but they provide a community benefit to all citizens. The following sidewalk action plan is designed to attain ADA compliance and provide safe pedestrian travel:

1. Continued enforcement – Regarding sidewalks, the Municipal Code remains unchanged, and states that the sidewalk abutting a property is the property owner’s responsibility. Therefore, the city’s code enforcement processes will continue to be utilized as an enforcement/maintenance mechanism in situations where complaints arise over a non-compliant section of sidewalk that is not identified in the City’s annual work plan under the ADA Hazard Abatement Account identified below.
2. ADA Hazard Abatement Account – This account will fund repairs for ADA sidewalk deficiencies that are included in a 5 Year Priority Plan that will be updated and approved by the City Council on a yearly basis. The ADA Hazard Abatement Account is expected to fund an average annual scope of work of approximately 5,000 lineal feet of sidewalk repairs per year. Work will be accomplished by the Street Maintenance Department with some field support from the Parks Department along with some contracted tree services. This account will begin at \$200,000/year and should be adjusted annually for inflation.
3. Curb ramps – In conjunction with sidewalk improvements, the City will include the installation/repair of curb ramps. Since sidewalks and curb ramps provide a benefit to the entire community, they have been funded out of the City’s General Fund.
4. Development projects - per ordinance 12.28.210 (C), sidewalk installation may be required as triggered by a building permit greater than \$30,000 (or current permit trigger value if \$30,000 is increased by ordinance). Sidewalk repairs and/or improvements are required with all building permits regardless of value. Funding and execution of these improvements and repairs remains the responsibility of the abutting property owner. Similarly, sidewalks for new subdivisions will continue to be the responsibility of the developer.
5. Prioritization – the City will gather citizen input such as through the Ped/Bike Committee or other similar forum to help establish a systematic prioritization that ensures an effective compliance schedule and the greatest return on resource expenditure. In the past, City policy was to prioritize ADA accessibility to those streets being overlaid. Going forward, this policy change would prioritize ADA accessibility work in a geographic area first focused on civic areas, then commercial areas, followed by residential.

The following policy clearly states the City’s method of accessibility compliance for public rights-of-way.

POLICY
ACCESSIBILITY FOR PUBLIC RIGHTS-OF-WAY

SIDEWALKS/CURB RAMPS: ADA Hazard Abatement Account – sidewalk repair and curb ramp installation, other than those triggered by building permit and subdivision ordinances or claims, shall be funded out an ADA Hazard Abatement Account and accomplished by the Street Maintenance Department with some field support from the Parks Department along with some contracted tree services. This account would be increased annually to keep pace with inflation. This work shall be prioritized by geographic area, first focused on civic areas, then commercial areas, followed by residential.

WATER, SEWER, AND STORMWATER INSTALLATIONS: Whenever a full-width street alteration (generally work greater than one block of curb to curb street removal/replacement) occurs on a street with existing sidewalks as a result of a City utility project, the Utility shall install curb ramps along the route of the pipeline and bring abutting sidewalks into ADA compliance.

SPECIAL REQUESTS AND SIDEWALK COMPLAINTS: Requests for installation of curb ramps, outside of the approved annual work plan, will be evaluated on a case by case basis. The City may install curb ramps in response to a special request from a citizen with a demonstrated need and evaluation by the City’s ADA Compliance Officer. Complaints received regarding non-complaint sidewalks will be addressed in accordance with City Code. The adjacent property owners are responsible to mitigate any non-compliant sidewalks.

LOCAL IMPROVEMENT DISTRICT (LID)/STREET RECONSTRUCTION/BUSINESS IMPROVEMENT DISTRICT (BID). When considered as an integral part of a Local Improvement District or street reconstruction project, sidewalk improvements shall remain the responsibility of the abutting property owner. Similarly, this policy does not change sidewalk responsibilities agreed to under a BID agreement.

SIDEWALK INCENTIVE PROGRAM. The City of Coeur d’Alene will reimburse documented residential property owner expenditures for sidewalk removal and replacement, including City encroachment permit fees, at ~~\$26-40.00~~ per lineal foot of sidewalk replaced up to a maximum of ~~\$650-\$1,000.00~~ per property or \$2,000.00 for a corner lot per year. Expenditures are eligible for reimbursement provided they meet the following conditions.

- An application for reimbursement is completed and an encroachment permit is obtained. A satisfactory final approval by the City must be obtained.
- The property is residential (single family, duplex, or multi-family).
- The sidewalk replaced must meet the City’s replacement guidelines. This must be verified by the City prior to submittal for reimbursement.
- The work was not required as a condition of issuance of a building permit or any other discretionary approval by the City.

Reimbursement will be made on a first-come first-served basis. The City Council will establish the annual budget for the reimbursement account. Once the funds are expended, eligible requests will be placed on waiting list for the next budget year or until additional funds become available.

**CITY COUNCIL
STAFF REPORT**

DATE: DECEMBER 19, 2023

FROM: TROY TYMESEN, CITY ADMINISTRATOR

SUBJECT: FISCAL 2023-2024 PUBLIC TRANSIT FUNDING LETTER OF AGREEMENT

DECISION POINT: To approve the one-year agreement and funding for the City’s portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System.

HISTORY: The 2000 census designated the cities of Coeur d’Alene, Post Falls, Hayden, Huetter and Dalton Gardens, as an urbanized area within Kootenai County. The Kootenai County Transit System encompasses Citylink Fixed Route service, Kootenai Health - Transportation/Paratransit service, and Kootenai County - Citylink Paratransit (currently operated by MV Transportation). Transit Service in the urban area is a cooperative effort between Kootenai County, the Coeur d’Alene Tribe, Kootenai Health, the Cities of Hayden, Dalton Gardens, Coeur d’Alene, Huetter, and Post Falls, Kootenai Metropolitan Planning Organization, and Post Falls Highway District. The Federal Transit Administration considers this cooperative transit operation quite unique compared to other transit agencies across the country. The legislative board for the transit system is the Kootenai County Board of Commissioners. All public transit service is provided free to the public thanks to the generous funding partners. This item is approved within the fiscal year 2023-24, appropriations Ordinance.

FINANCIAL ANALYSIS: The City is being asked to fund \$101,260. The proposed expenditure is included in the current financial plan, General Ledger # 001-018-4311-4810. The City’s portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA) funds. Funding covers operations, maintenance, vehicle procurements, and administration of the system.

PERFORMANCE ANALYSIS: The City also provides the service of the Specialized Needs Recreation Van that was acquired with grant funds. Citylink also provides fixed route and paratransit service in the rural southern part of the county. Kootenai Health provides paratransit service for medical trips. Kootenai County contracts a private transit service contractor to provide service under the Americans with Disabilities Act (ADA). This service provides door to door service for qualified disabled individuals; service start-up was August of 2011 and it still used today.

DECISION POINT: To approve the one-year Letter of Agreement and funding for the City’s portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System.

RESOLUTION NO. 23-091

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PUBLIC TRANSPORTATION LETTER OF AGREEMENT WITH KOOTENAI COUNTY.

WHEREAS, the City Administrator has recommended that the City of Coeur d'Alene enter into a Public Transportation Letter of Agreement with Kootenai County for Public Transportation, pursuant to terms and conditions set forth in a Letter of Agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Public Transportation Letter of Agreement with Kootenai County for Public Transportation, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 19th day of December, 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 _____.

Kootenai County Public Transportation

PUBLIC TRANSPORTATION LETTER OF AGREEMENT

THIS AGREEMENT is entered into between the County of Kootenai, hereinafter “COUNTY” and the City of Coeur d’Alene, hereinafter “CITY”, and shall be effective on 1 October 2023 after all parties have affixed their signatures to this Agreement.

WHEREAS, the Urbanized Area Formula Funding program (49 U.S.C. 5307) makes federal resources available to Kootenai County;

WHEREAS, federal funds under a Federal Transit Administration (FTA) grant are available to provide public transportation services; and

WHEREAS, the COUNTY is a direct recipient of Federal Transit Administration (FTA) 5307 funds; and

WHEREAS, having access to public transportation is a benefit to the citizens within the Urbanized Area; and

WHEREAS, municipalities within the urbanized area are authorized to participate in the funding of public transportation;

NOW THEREFORE, It is agreed as follows:

1. The COUNTY is the legal authority to receive and dispense federal funds for planning, engineering, design and evaluation of transit projects and other technical transportation-related studies; capital investments in bus and bus-related activities such as replacement, overhaul and rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in rolling stock, overhaul and rebuilding of vehicles, communications, and computer hardware and software. In addition, the COUNTY may receive and dispense federal funds for associated transit improvements, certain expenses associated with mobility management programs, all preventive maintenance, and some Americans with Disabilities Act complementary paratransit service costs.
2. The CITY agrees to provide funding in the amount of \$101,260 (One Hundred One Thousand, Two Hundred and Sixty Dollars) as part of the match that is required for USDOT/FTA grants for the fiscal year beginning on 1 October 2023 and ending on 30 September 2024. The CITY further agrees to provide one-half of said funding on or before the 29th day of February 2024, with the balance due no later than the 31st day of July 2024.

Kootenai County Public Transportation

IN WITNESS WHEREOF, the parties hereto have affixed the signature of their duly authorized official.

Leslie Duncan, Chair
Kootenai County Commissioners

Date

ATTEST:

Jennifer Locke, County Clerk

James Hammond, Mayor
City of Coeur d'Alene, Idaho

Date

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: DECEMBER 19, 2023

FROM: MELISSA TOSI; HUMAN RESOURCES DIRECTOR

SUBJECT: PERSONNEL RULE AMENDMENTS

Decision Point: Should Council approve amendments to the City’s current Classification and Compensation Plan, and to Rule 16 – Grievance Procedures?

History: The Parks Maintenance Worker position has always been the entry level classification in Parks that also requires a Class B CDL. However, the Parks and Recreation Director believes the department would benefit by having an additional entry level classification that does not require a CDL and has even more basic parks maintenance duties. As a result, the current Parks Maintenance Worker job classification is being retitled to a Parks Maintenance Worker 2 classification and a new Parks Maintenance Worker 1 has been created for approval.

Additionally, it is proposed that the current Superintendent titles for both the department head position and the assistant position in Streets & Engineering, Wastewater, and Water, be changed from “Superintendent” to “Director.” Although it is common to have superintendents under a Public Works Director, or if they run their own separate division, since the City has a Department Head for each department and their assistant is in charge of the entire department when they are absent, the “Director” title is preferred. Currently, the Streets & Engineering Director and Parks & Recreation Director classifications already have “Director” in their titles, so amending the other Superintendent titles would create uniformity among the Departments.

Rule 16 – Grievance Procedures is a complete re-write from the current policy. Earlier this year, the City had informally resolved a couple potential grievances, but it became apparent that the language and timing of processing a grievance under the current policy was too vague and, therefore, subject to differing interpretations. The Human Resources Director, City Attorney, City Administrator, and the Police Officer’s Association (POA) met and agreed that an updated policy would be beneficial for everybody. After several meetings working through possible language, the City and the POA agreed on amendments to the proposed policy. The goal of the amended policy is to create an up-to-date uniform and fair grievance procedure for all employees covered by the Personnel Rules, clearly outline the three steps that may be used in the grievance process, add clarity and reasonable time frames to each step of the grievance process, and a clear expectation of the documentation required. An additional section on recordkeeping was added to the policy, again with the concurrence of the POA.

After the City and the POA agreed on the amendments to the policy, the policy was also sent to the Lake City Employee’s Association (LCEA) for review. LCEA also approved the proposed policy, expressing no concerns. The proposed amendments were also discussed by the Executive Team and posted for all employees to review with no concerns being raised. This policy would not apply to the fire union members as the Coeur d’Alene Firefighters Local No. 710 have their own grievance policy written into their current collective bargaining agreement.

Financial: There is no cost impact to any of the job title amendments or to the Grievance Procedure policy. The Parks Department recently had an employee retire as a Lead Maintenance Worker (pay

grade 10). The Parks and Recreation Director would like to refill the vacancy with two Parks Maintenance 1 positions. The additional funds needed to cover the difference, approximately \$34,634, will be offset by utilizing funds from the Parks Department's current part-time/seasonal budget.

Performance Analysis: Authorizing the above noted Personnel Rule amendments will provide an additional classification in the Parks Department for a more basic entry level maintenance worker, will provide title equity within departments, and an up-to-date grievance policy with clear and consistent procedures.

Decision Point/Recommendation: Council should approve the amendments to the City's current Classification and Compensation Plan, and to Rule 16 – Grievance Procedures.



Classification & Compensation Plan Amendments

Current

Parks Maintenance Worker →

Proposed

Parks Maintenance Worker **2** (pay grade 9)
\$21.72 hourly | \$45,177 annually

New classification →

Parks Maintenance Worker 1 (pay grade 8)
\$20.49 hourly | \$42,619 annually

Pay Grade	PW Water	Parks & Recreation
	Wastewater Streets & Engineering	
9	Utility Operator	Parks Maintenance Worker 2
	Wastewater Operator I	Building Maintenance Worker
	Collection Operator I	
8	Street Maintenance Worker	Recreation Monitor
	Utility Maintenance Worker	Proposed Parks Maintenance Worker 1



Classification & Compensation Plan Amendments

Title Changes Only

Current		Proposed
Assistant Streets & Engineering Superintendent	→	Assistant Streets & Engineering Director
Wastewater Superintendent	→	Wastewater Director
Assistant Wastewater Superintendent	→	Assistant Wastewater Director
Water Superintendent	→	Water Director
Assistant Water Superintendent	→	Assistant Water Director



Grievance Procedures

What is a grievance? A complaint or dispute arising from the application or interpretation of a specific rule, policy, procedure, or agreement.

Purpose:

- Establish an up-to-date uniform and fair grievance procedure for all
- Encourage settlement at the earliest possible step
- Ensure fairness and consistency in interpretation of rules and agreements



Grievance Procedures

3 Step Grievance Process:

Step 1. Informal Discussion. Employee submits a Grievance Form to immediate supervisor or next in the chain of command. Grievance Form includes the following:

- Written statement setting forth the details of the grievance
- Remedy or outcome desired
- Date of submission

Step 2. Formal Grievance. If step 1 is not resolved, employee files formal grievance to department head (or personnel officer) and uses the Grievance Form including the following:

- A written statement and summary of the grievance and details of all previous efforts to resolve the issue
- A copy of the written complaint submitted in the informal grievance step
- A copy of the supervisor's written response to the employee's complaint
- *An explanation of the employee's dissatisfaction with the supervisor's response*
- The Formal Grievance shall include the date submitted to the Department Head (or Personnel Officer)

Step 3. Personnel Appeals Board. If step 2 is not resolved, goes to Personnel Appeals Board pursuant to Rule 17 of the Personnel Rules.



Grievance Procedures

Grievance Form:

This standard form will document the complaint or dispute, decision, dates, acknowledging settlement of grievance or pursuing the next step, and signatures/dates of those involved.

Recordkeeping:

Maintained in Human Resources per Records Retention Manual

Grievance Form

Employee Information

Employee Name: _____ Department: _____
 Job Title: _____ Phone #: _____ Date: _____
 Employee Statement of Grievance (attach additional sheets if necessary): _____
 To remedy my Grievance, the following should occur (attach additional sheets if necessary): _____
 I will represent myself; OR
 My representative will be: _____
 Signature of Employee: _____ Date: _____

Step 1. Informal Discussion

Name of supervisor(s) receiving grievance: _____
 Date(s) the employee and supervisor met to discuss grievance: _____
 Step 1 Decision: _____
 Signature: _____ Date: _____
(Supervisor replying to Step 1 Decision) (Date Decision Served to Employee)
 Employee: _____
 I acknowledge settlement of my grievance (or) I wish to pursue Step 2/Formal Grievance
 Signature of Employee: _____ Date: _____

¹ Shall occur within 15 days from the date of the incident which forms the basis of the grievance or from the date the employee became aware of incident, whichever is later.



RESOLUTION NO. 23-092

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLAN TO RETITLE THE POSITION OF "PARKS MAINTENANCE WORKER" TO "PARKS MAINTENANCE WORKER 2," AND CREATING A NEW POSITION OF "PARKS MAINTENANCE WORKER 1"; AMENDING THE TITLES OF THE DEPARTMENT HEADS IN THE STREETS & ENGINEERING, THE WASTEWATER, AND THE WATER DEPARTMENTS FROM "SUPERINTENDENT" TO "DIRECTOR"; AND AMENDING THE TITLES OF THE ASSISTANT SUPERINTENDENTS IN THE SAME DEPARTMENTS FROM "ASSISTANT SUPERINTENDENT" TO "ASSISTANT DIRECTOR"; AND AMENDING PERSONNEL RULE 16: GRIEVANCES.

WHEREAS, the need to revise the Classification and Compensative Plan and Personnel Rule 16 has been deemed necessary by the City Council and the Human Resources Director; and

WHEREAS, said the amendments have been properly posted ten (10) days prior to this Council Meeting; and

WHEREAS, the employee bargaining units of the City have approved the amendments; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that amendments to the City's Classification and Compensation Plan, and Personnel Rule 16, attached hereto as Exhibit "A," be adopted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the amendments to the Classification and Compensation Plan, and Personnel Rule 16, attached hereto as Exhibit "A," be and are hereby adopted.

DATED this 19th day of December, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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



Parks Maintenance Worker 1

Department: Parks and Recreation Reports to: Lead Maintenance Worker Pay Grade: ~~98~~
Date Established: ~~4/2017~~ Date Revised: 7/2023 FLSA Status: Covered

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Classification Summary

The Parks Maintenance Worker 1 performs ~~all the basic~~ aspects of Parks and Cemetery operations with emphasis on buildings and grounds maintenance. The position is assigned primarily to duties in the City's park system but may be assigned to other duties in the Parks and Recreation Department, including in the cemetery division. The employees' schedule may include working weekends, holidays and special events and may include performing burials and interments. The position is under the ~~general~~ direction of the ~~Lead~~ Maintenance Worker 2 and ~~helps assists in directing~~ seasonal employees. Some landscape and/or groundskeeping experience is preferred. The position works in public buildings and an outdoor environment with exposure to adverse weather conditions, power tools and equipment, and hazardous chemicals. This position may have contact with the public under stressful and emotional conditions.

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

- Performs maintenance duties in parks, cemetery, buildings and grounds;
- Prepares facilities for and works during special events and rentals including, but not limited to, weddings, concerts, sporting events, festivals, and holidays;
- Coordinates with public and private user groups, completing necessary site preparation, monitoring the facility during events, and assisting the public as needed;
- Performs grounds maintenance including, but not limited to, turf management, ~~pesticide application, tree care, shrub and plant bed maintenance, and hardscape installation;~~
- ~~Helps m~~ Maintains and operates irrigation systems, ~~including programming clocks, replacing sprinkler heads, repairing line breaks, replacing valves, and general troubleshooting;~~
- ~~Tests and repairs backflow valves and cross connection assemblies and prepares the required documentation;~~
- ~~Maintains~~ Cleans restrooms buildings, docks, and facilities by performing routine custodial duties, ~~potentially~~ making minor repairs ~~requiring carpentry, plumbing, electrical, painting, masonry, and related work skills;~~
- ~~Maintains interior and exterior of buildings and facilities, including remodels, renovations, and reroofing;~~
- ~~Assists with~~ Performs burial and interment duties, ~~including coordinating with a funeral home, lot location, opening and closing the grave, and assisting bereaved family members and friends;~~
- ~~Directs~~ Provides oversight of seasonal employees by assigning and overseeing tasks, ~~monitoring work output, training, scheduling, and assisting in evaluations;~~
- Uses and maintains a variety of hand and power tools;
- Uses and maintains a variety of light equipment including trucks, mowers, ~~trimmers, tractors, and backhoes utility vehicles;~~
- ~~Inspects public facilities, parks, playgrounds, and playground equipment for hazards, makes repairs, and ensures safety of facilities;~~
- Performs snow removal and assists in cleanup of City after weather-related events;

- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested;
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

Secondary Duties and Responsibilities:

- Assists in installation and removal of seasonal City decorations;
- Performs duties of ~~Lead~~-Maintenance Worker 2 in that employee's absence;
- Performs other duties as assigned.

Classification Requirements:

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

Knowledge of:

- ~~Methods, materials, tools, and S~~standard practices of landscape maintenance and groundskeeping;
- ~~Methods, materials, tools, and S~~standard practices of building and facility maintenance;
- ~~Methods, materials, tools, and standard practices of irrigation system operation, maintenance, and repair;~~
- ~~Building craft skills including, but not limited to, carpentry, plumbing, electrical, painting, and masonry;~~
- Operation and maintenance of hand tools;
- Operation and maintenance of power tools;
- Operation ~~and maintenance~~ of light equipment including, but not limited to, mowers, trimmers, tractors, trucks, and backhoes, utility vehicles;
- Operation of personal computer and laptop and related software applications;
- Cemetery Department policies and procedures;
- ~~Public sector, government, or related environment and operations, including general municipal management terminology, codes, acts, and regulations.~~

Skill and Ability to:

- Perform maintenance and repair duties on City Park system as directed by supervisor. ~~and cemetery buildings and grounds requiring landscape and building trade skills;~~
- Direct seasonal employees;
- Assist with Perform burial and interment duties;
- Operate and maintain hand and power tools and light equipment;
- Assist the public in a professional and courteous manner in stressful and emotional situations;
- ~~Organize and schedule events;~~
- Proficiently Operate computers, software programs, such as Microsoft Word, Excel, PowerPoint, or similar office software ~~to create documents and other materials, maintain information, and generate reports;~~
- Use English and speak clearly for understanding;
- Listen carefully to, understand, and effectively communicate through verbal, written, and electronic communication channels;
- Perform duties to supervisor's expectations;
- Follow verbal and written instructions;

- Work independently and exercise initiative, with ~~general~~ guidance and supervision;
- Maintain a professional demeanor at all times;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity and ingenuity in the performance of assigned tasks and solving problems;
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

Acceptable Experience and Training:

- ~~High school diploma or GED;~~
- ~~Idaho-Valid Driver's License;~~
- ~~Idaho Class B CDL license with airbrake endorsement is required within 6 months from date of hire;~~
- Some landscape maintenance experience is preferred; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

Physical Demands & Work Environment:

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

While performing the duties of this classification, the employee is frequently required to stand, walk, sit, stoop, kneel, bend, climb and work on a ladder and hydraulic lift, use hands to manipulate and make adjustments to tools used in performing the essential functions of the classification, and reach with hands and arms. The employee will work in an outdoor environment and may work in confined spaces and on building rooftops. The employee must frequently lift and/or move up to 50 pounds and, infrequently, up to 75 pounds. Specific vision abilities required by this classification include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to discern verbal instructions and communicate effectively in person and by telephone and to discern safety warnings such as alarms and emergency warning sounds. While performing the duties of this classification, the employee works in a public building setting where the noise level in the work environment is usually moderate and that includes exposure to power equipment, chemicals, and inclement weather.

RULE 16: GRIEVANCES

SECTION 1. Purposes

This Rule is intended to:

- (a) Promote healthy and mutually beneficial employee-employer relations by establishing uniform and fair grievance procedures;
- (b) Encourage settlement of grievances as near as possible to the point of origin; and
- (c) Ensure fairness and consistency in the interpretation of the Personnel Rules and employee agreements.

SECTION 2. Definitions

Day or Days: Shall mean calendar day or days.

Grievance: Shall mean a complaint or dispute by an employee in the competitive service, submitted as herein specified, arising from the application or interpretation of a specific section of the Personnel Rules, department rule, regulation, policy, or procedure, or any provision of the relevant employee agreement if not already covered under terms of a collective bargaining agreement.

SECTION 3. Grievable Issues

An employee may file a grievance alleging that he or she has been or is being adversely affected by an improper application or interpretation of an employment related rule, regulation, policy, procedure, or collective bargaining agreement.

SECTION 4. The Grievance Process

- (a) The Grievance Process has up to three steps: Informal Discussion, Formal Grievance, and the Personnel Appeals Board.
- (b) Every effort should be made to find an acceptable resolution of a grievance at the earliest possible step.
- (c) An employee may have representation of his/her choice at any step in the grievance process.
- (d) The failure to take any step in the grievance process within the time limits sets forth herein shall constitute a withdrawal of the grievance and a bar to further proceedings under this Rule.

SECTION 5. Informal Discussion

- (a) The first step in the grievance process is Informal Discussion.
- (b) Within fifteen (15) days from the date of the incident which forms the basis of the grievance or from the date on which the employee became aware of such incident,

whichever is later, the employee shall submit a Grievance Form which includes a written statement setting forth the details of the grievance to the employee's immediate supervisor, the remedy or outcome desired, and the date of submission; PROVIDED, however,

- (1) If the employee's immediate supervisor was involved in the action or incident giving rise to the grievance, the written statement shall be presented to the employee's department supervisor or supervisor that is next in the chain of command, if any; or
 - (2) If the employee's department supervisor or supervisor that is next in the chain of command was involved in the action or incident giving rise to the grievance, the written statement shall be presented to the employee's Department Head; or
 - (3) If the employee's Department Head was involved in the action or incident giving rise to the grievance, the employee must pursue the Formal Grievance process provided in Section 6.
- (c) Within seven (7) days after receipt of the written statement of grievance, the employee and the person to whom the grievance was submitted shall meet to discuss the grievance and possible resolutions. The parties shall meet until a satisfactory resolution is reached or until either party determines that an impasse has been reached. If a satisfactory resolution is reached, the resolution must be recorded by the supervisor involved in the Informal Discussion on the Grievance Form where indicated. The completed Grievance Form, and any supplemental documentation, shall be forwarded to the Human Resources Director for review to ensure all applicable City policies, rules, regulations, and agreements have been followed. Once approved, the Human Resources Director will file resolved grievance documentation as stated in Section 11 of this Rule.
- (d) If a satisfactory resolution is not reached, the employee may present the written statement of grievance to the immediate supervisor of the person to whom the statement was originally presented within ten (10) days after the last Informal Discussion. The Informal Discussion will then follow the process set out in subsections (c) and (d) hereof until a satisfactory resolution is reached. The failure by the employee to take any step in the grievance process within the time limits set forth herein shall constitute a withdrawal of the grievance and a bar to further proceedings on that issue under this Rule. No action, or failure to act, by the City shall prejudice an employee's right to grieve.
- (1) If, at any time, the Informal Discussion is with the Department Head and a satisfactory resolution has not been reached, the employee must pursue a Formal Grievance if he/she wishes to pursue the grievance further.
- (e) Informal Discussion shall not be taken above the Department Head level.

SECTION 6. Formal Grievance

- (a) If, after Informal Discussion, the employee does not believe the grievance has been satisfactorily resolved, the employee shall have the right to pursue a Formal Grievance in accordance with this Section.
- (b) A formal grievance must be commenced within fourteen (14) days from the date the employee received the decision on the Informal Discussion.
- (c) The Formal Grievance shall be presented using the Grievance Form to the Department Head or, if the Department Head was involved in the action or incident giving rise to the

grievance, the Formal Grievance shall be presented in writing to the Personnel Officer. The grievance shall include the information required by the Grievance form, including the following:

- (1) A written statement and summary of the grievance and details of all previous efforts to resolve the issue; and
 - (2) A copy of the written complaint submitted in the informal grievance step; and
 - (3) A copy of the supervisor's written response to the employee's complaint; and
 - (4) An explanation of the employee's dissatisfaction with the supervisor's response; and
 - (5) The Formal Grievance shall include the date submitted to the Department Head (or Personnel Officer).
- (d) The Department Head (or Personnel Officer) shall discuss the grievance with the employee's supervisor involved in the Informal Discussion step, the Human Resources Director, and any other relevant persons with knowledge, and shall perform such inquiry as he/she deems appropriate under all of the circumstances. The Department Head (or Personnel Officer) shall render a decision in writing and provide it to the employee within fourteen (14) calendar days after receipt of the grievance.
- (e) If the employee does not agree with the decision rendered by the Department Head, or if no answer has been received within fourteen (14) days, the employee may appeal in writing to the Personnel Officer.
- (f) The Personnel Officer, or the Personnel Officer's designated representative, shall discuss the grievance with the employee and representative, if any, and with other persons with knowledge, and shall perform such investigation as he/she deems appropriate under all of the circumstances. The Personnel Officer shall render a decision in writing and provide it to the employee within fourteen (14) calendar days after receipt of the grievance.

SECTION 7. Personnel Appeals Board

If, after the Formal Grievance, the employee does not believe the grievance has been satisfactorily resolved, the employee shall have the right to pursue the Personnel Appeals Board pursuant to Rule 17 of these Rules.

SECTION 8. Conduct of Grievance Procedure

- (a) The time limits specified in this Rule may be extended to a definite date by mutual agreement of the employee and the reviewer concerned, but in no event by more than ten (10) days.
- (b) The employee and his/her representative, if any, shall be afforded a reasonable amount of work time, as determined by the appropriate Department Head, in conferring about and presenting the appeal. The intent is to make sure that the amount of work time on a grievance does not unduly interfere with normal work duties, while still ensuring the employee can adequately proceed with the grievance process and meet deadline requirements listed herein.
- (c) Employees shall not be subject to harassment or retaliation for using the grievance procedure.

SECTION 9. No Prejudice to Right to Appeal

Any action taken by an employee pursuant to this Rule shall in no way jeopardize the right to such employee to a hearing before the Personnel Appeals Board if such a hearing is otherwise authorized by Rule 17.

SECTION 10. Recordkeeping

Upon resolution of a grievance at any step, the Department Head shall notify the Human Resources Director of the grievance and resolution, and provide the completed Grievance Form and all supplemental documentation which will be properly maintained in Human Resources per the Records Retention Manual. Neither the grievance nor the resolution shall be placed into the Employee's personnel file except in the case of discipline imposed pursuant to the Personnel Rules. Human Resources will maintain records of the grievance process confidentially and securely.

DRAFT

~~RULE 16: GRIEVANCE PROCEDURES~~

~~SECTION 1. Purpose of Rule~~

- ~~(a) To promote improved employee-employer relations by establishing grievance procedures on all matters whether or not appeal or hearing is provided by other regulations.~~
- ~~(b) To afford employees individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussion.~~
- ~~(c) To provide that grievances shall be settled as near as possible to the point of origin.~~
- ~~(d) To provide that appeals shall be conducted as informally as possible.~~

~~SECTION 2. Matters Subject to Grievance Procedures~~

~~Any employee in the competitive service shall have the right to a conference under this rule on any matter affecting employment over which the appointing power has partial or complete jurisdiction.~~

~~SECTION 3. Informal Grievance Procedures~~

~~An employee who has a problem or complaint may try to get it settled through discussion with the employee's immediate supervisor or department supervisor when the complaint directly involves an immediate supervisor. Such discussion shall be initiated within fifteen (15) calendar days from the date of the incident complained of, or within fifteen (15) calendar days from the date of which the employee became aware of the incident, whichever is later. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee shall have the right to discuss it with his/her supervisor's immediate superior, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, the employee shall have the right to file a formal appeal in writing within ten (10) calendar days after receiving the informal decision of his/her immediate superior. The informal discussion shall not be taken above the Department Head.~~

~~SECTION 4. Formal Grievance Procedure~~

- ~~(a) First Level of Review: The grievance shall be presented in writing to the employee's immediate supervisor, who shall render a decision and comments in writing and return them to the employee within ten (10) calendar days after receiving the appeal. If the employee does not agree with his/her supervisor's decision, or if no answer has been received within ten (10) calendar days, the employee may present the grievance in writing to his/her Department Head. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of his/her supervisor, or within a total of twenty five (25) calendar days if no decision is rendered, will constitute a withdrawal of the grievance.~~
- ~~(b) Department Review: The Department Head receiving the grievance should discuss the grievance with the employee and representative, if any, and with other appropriate persons. The Department Head shall render a decision and comment in writing, and return them to the employee within ten (10) calendar days after receiving the grievance.~~

~~If the employee does not agree with the decision reached, or if no answer has been received within ten (10) calendar days, the employee may present the grievance in writing to the Personnel Officer. Failure of the employee to take further action within ten (10) days after receipt of the decision or a total of twenty-five (25) calendar days after the decision is rendered, will constitute a withdrawal of the grievance.~~

- ~~(c) Personnel Officer Review: The Personnel Officer or the Personnel Officer's designated representative receiving the grievance shall discuss the grievance with the employee, and representative, if any, and with other appropriate persons. If the Personnel Officer fails to render a decision to the satisfaction of the aggrieved employee within thirty (30) days of the discussion with the employee, a fact finding committee shall be appointed if requested by the aggrieved employee or the Personnel Officer. The committee shall be comprised of a representative appointed by the Personnel Officer, a representative appointed by the aggrieved employee, and a third member appointed by mutual agreement of the other two. The fact finding committee shall render a recommendation on the grievance to the aggrieved employee and the Personnel Officer within twenty (20) calendar days after receiving the grievance.~~

~~SECTION 5. Conduct of Grievance Procedure~~

- ~~(a) The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.~~
- ~~(b) The employee may request the assistance of another person of his/her own choosing in preparing and presenting the appeal at any level of review.~~
- ~~(c) The employee and representative, if any, may be privileged to use a reasonable amount of work time as determined by the appropriate Department Head in conferring about and presenting the appeal.~~
- ~~(d) Employees shall be assured freedom from reprisal for using the grievance procedure.~~

~~SECTION 6. No Prejudice to Personnel Appeal~~

~~Any action taken by an employee pursuant to this rule shall in no way jeopardize the right to such employee to an authorized hearing before the Personnel Appeals Board if such a hearing and review is otherwise authorized by Rule 17.~~

**CITY COUNCIL
STAFF REPORT**

DATE: December 19, 2023
FROM: Kyle Marine, Water Department Director
SUBJECT: Authorization for approval of Source Water Protection Grant

DECISION POINT: Should Council authorize the acceptance of an Idaho Department of Environmental Quality Source Water Protection Grant phase 2 for \$24,000.00?

HISTORY: The Water Department currently has 11 wells, 7 booster stations and 7 storage facilities. 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. During phase one, discussions were held with our IT department regarding the system setup for cardlocks, security cameras, and updated software for the Water Department facilities. Due to the unavailability of fiber network access across the majority of our sites, the system must operate independently as a standalone system. This requires utilizing a cellular network to facilitate connectivity. To ensure smooth implementation, Access Unlimited has collaborated closely with both the IT team and building maintenance for the necessary upgrades. The cardlock system has been designed to seamlessly integrate with the City's existing system. However, its activation will rely on cellular communication.

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 phase 2 grant is \$24,000.00 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 occurs to better help our law enforcement.

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

RESOLUTION NO. 23-093

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, PHASE 2, 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, Council accepted a grant for phase 1 for the same purpose in the amount of \$24,000.00 at its meeting on May 16, 2023; and

WHEREAS, it is deemed to be for the best interests of the City of Coeur d'Alene and the citizens thereof to accept the grant for phase 2.

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 – Phase 2, 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 19th day of December, 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 _____.

1410 N Hilton Street
Boise, ID 83706 • (208) 373-0502



Brad Little, Governor
Jess Byrne, Director

October 17, 2023

Kyle Marine, Assistant Director
City of Coeur d'Alene
3145 N Howard Street
Coeur d'Alene, ID 83814

By Email: kmarien@cdaid.org

RE: DEQ Subaward: 3958, Amendment 00

Dear Ms. Marine:

I have enclosed one original of the proposed Subaward (#3958, Amendment 00) between the City of Coeur d'Alene and the Idaho Department of Environmental Quality (DEQ). The purpose of this subaward is to provide funding for Phase 2 Installation of a remote camera system (Outdoor Vandal bullet camera, 5MP @ 30fps) at well sites along with electronic door locks (Brivo Onair ACS300 IP door controller with Sifi & BLE). SFY2024 Source Water Protection Grant funding.

If the agreement is acceptable to you, please print sign and date, scan and return to me at keith.thomas@deq.idaho.gov. Please note there are several forms to fill out and return.

If you have any questions or concerns regarding the agreement, please contact Project Officer Curtis Cooper at Curtis.Cooper@deq.idaho.gov or me at keith.thomas@deq.idaho.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Thomas", with a long horizontal flourish extending to the right.

Keith Thomas
Contracts Officer

cc: #3958
Curtis Cooper, DEQ

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts
Ph: (208) 373-0497
Email: Douglas.McRoberts@deq.idaho.gov*



DEQ Subaward Agreement

Subaward # 3958 Amendment 00

This Subaward Agreement is entered into by the State of Idaho, Department of Environmental Quality, hereinafter referred to as the DEPARTMENT, and the City of Coeur d'Alene hereinafter referred to as the SUBRECIPIENT.

Subaward Number: 3958 Amendment 00

Subrecipient: City of Coeur d'Alene

Subrecipient Contact Name: Kyle Marine, Assistant Director

Subrecipient Mailing Address: 3145 N Howard Street Coeur d'Alene, ID 83814

Subrecipient Phone #: 2087692211

Subrecipient Email: kmarien@cdaid.org

Tax Identification: 82-6000176

Suffix:

UEI Number: N6NELE7F5931

MBE/WBE Status:

Subaward Effective Date: 11/01/2023

Subaward Expiration Date: 10/31/2024

Professional Liability Policy #: 41A02034100121

Policy Expiration Date: 10/01/2023

Workers Compensation Policy #: 21800

Policy Expiration Date: 07/13/2023

Subaward Amount: \$24,000.00

Description of Services: Install a remote camera system (Outdoor Vandal bullet camera, 5MP @ 30fps) at well sites along with electronic door locks (Brivo Onair ACS300 IP door

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

Email: Douglas.McRoberts@deq.idaho.gov

controller with Sifi & BLE). SFY2024 Source Water Protection Grant funding is for Phase 2.

Subaward Grant Details:

Federal Award Name:	Security updates for CDA Water
Federal Award Number:	FS-98003022
CFDA #:	66.468
Federal Awarding Agency:	Environmental Protection Agency
Total Amount of Federal Award to DEQ:	\$8,409,600
DEQ's Negotiate Indirect Cost Rate:	34.87%

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 in the description of services above. The terms of this agreement include the Statement of Work, the Budget, the program 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, contractors, or assignee's actions

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

Email: Douglas.McRoberts@deq.idaho.gov

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

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

SUBRECIPIENT: City of Coeur d'Alene

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

DEQ PROCUREMENT CONTRACT:

Keith Thomas
Contracts Officer
1410 N Hilton
Boise ID 83706
Phone Number: (208) 373-0119

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts
Ph: (208) 373-0497
Email: Douglas.McRoberts@deq.idaho.gov*

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-98003022, CFDA #66.468, as well as the requirements outlined in the Source Water Protection Grant Application Solicitation or Guide.

Bipartisan Infrastructure Law FUNDING

This is a project that may be subject to Build America, Buy America provisions:

- The Source Water Protection Grants originate from the federal funding, if other or additional federal funds are received by your entity the Build America, Buy America (BABA) provisions may be required. One aspect of the BABA funding is that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” (Build America, Buy America (BABA) Act, P.L. 117-58, Secs 70911 - 70917).

Please be aware that the requirements, restrictions, rules, and reporting associated with the BABA provisions may be applicable, it is your responsibility to report if funding with a federal origination in addition to the grant are accepted by your organization. Please evaluate your current funding sources and inform us if your entity qualifies for the less than \$250,000 federal funding waiver or other applicable waiver.

NATIONAL DEFENSE ACT & SURVEILLANCE

Cameras and surveillance equipment:

- 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.

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

Email: Douglas.McRoberts@deq.idaho.gov

- o Prohibited telecommunications equipment include those produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- o 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) are prohibited.
- o Telecommunications or video surveillance services provided by such entities or using such equipment is prohibited.

Tasks and SFY2024 Source Water Protection grant funding are applicable to work done under Phase II.

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 November 2023 and end no later than the 31st day of October 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 \$24,000.00; and the total reimbursable, not to exceed cost is \$24,000.00, as specified in the budget tables below. DEQ may require a more detailed budget breakdown than the one contained herein. The Subrecipient shall

Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts

Ph: (208) 373-0497

Email: Douglas.McRoberts@deq.idaho.gov

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.

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts
Ph: (208) 373-0497
Email: Douglas.McRoberts@deq.idaho.gov*

Table 1. Budget Categories

Budget Line Item	DEQ Funds Budget + Match Contribution	Matching Contribution	Total Budget
Personnel	\$0.00	\$4,655.20	4,655.20
Fringe	\$0.00	\$0.00	0
Travel	\$0.00	\$0.00	0
Supplies	\$24,000.00	\$21,845.00	45,845.00
Equipment	\$0.00	\$0.00	0
Contractual*	\$0.00	\$24,750.00	24,750.00
Other	\$0.00	\$0.00	0
Total Direct	\$24,000.00	\$51,250.20	\$75,250.20
Indirect	\$0.00	\$0.00	0
TOTAL	\$24,000.00	\$51,250.20	\$75,250.20

VI. BILLING PROCEDURES

a. Amount:

DEQ shall reimburse the Subrecipient in an amount not to exceed \$24,000.00 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 \$24,000.00 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

Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts

Ph: (208) 373-0497

Email: Douglas.McRoberts@deq.idaho.gov

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 to AmpliFund, ID DEQ's grant management system. The reports will be submitted to your award in AmpliFund: <https://www.gotomygrants.com/>.
- 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

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

Email: Douglas.McRoberts@deq.idaho.gov

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.

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

Email: Douglas.McRoberts@deq.idaho.gov

Please Sign and Return this Form with the Signed Agreement

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: _____

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

Email: Douglas.McRoberts@deq.idaho.gov

CONFLICT OF INTEREST CERTIFICATION

Sub-Grant#:
3958

Subrecipient Name: City
of Coeur d'Alene

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: _____

*Questions? Contact DEQGrants/Contracts Management Supervisor, Doug McRoberts
Ph: (208) 373-0497
Email: Douglas.McRoberts@deq.idaho.gov*

Date: _____ Name: _____

Title: _____

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Please Sign and Return this Form with the Signed Agreement

45 CFR Part 604 – New Restrictions on Lobbying

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

Title/Institution

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

Email: Douglas.McRoberts@deq.idaho.gov

DEQ General Terms and Conditions for EPA Subrecipients Effective October 1, 2021

1. Introduction

The subrecipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the subaward and any additional terms, conditions or restrictions specific to this agreement. Subrecipients must review their agreement in its entirety. Failure to comply with the terms and conditions may result in enforcement actions as outlined in 2 CFR 200.338 and 200.339.

2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

This subaward is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. This subaward is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

3. Reimbursement Limitation

DEQ's financial obligations to the subrecipient are limited by the amount of federal funding awarded to date as reflected on the subaward document. If the subrecipient incurs costs in anticipation of receiving additional funds from DEQ, it does so at its own risk (See 2 CFR 1500.8).

4. Payment Methods

See billing procedures attached as part of this subaward agreement.

5. Payment Drawdown

The subrecipient agrees to draw cash only as needed for its disbursement under this agreement. The timing and amounts of the drawdowns, or receipt of requests, must be as close as administratively feasible to actual disbursements of DEQ funds. Disbursement within 5 business days of drawdown will comply with this requirement and the subrecipient agrees to meet this standard when performing this award.

Subrecipients may not retain more than 5% of the amount requested, or \$1,000 whichever is less, 5 business days after drawdown to materially comply with the standard. Any federal funds that remain undisbursed after 5 business days must be fully disbursed within 15 business days of receipt or returned to DEQ (contact the DEQ grants officer to determine what action shall be required). Failure on the part of the subrecipient to comply with this condition may cause the undistributed portions of the agreement to be revoked or financing method changed.

6. Consultant Cap

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by subrecipients or by a subrecipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the subrecipient will pay these in accordance with their normal travel reimbursement practices).

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Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the term of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation (See 2 CFR 1500.9).

7. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect costs are not allowable. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

8. Federal Employee Costs

The subrecipient understands that none of the funds for this project (including funds contributed by the subrecipient as cost-sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the subrecipient as authorized by a Federal statute.

9. Foreign Travel & Fly America Act

EPA requires that all foreign travel must be approved by its Office of International and Tribal affairs. The subrecipient agrees to obtain prior DEQ and EPA approval before using funds available under this agreement for international travel unless the trip(s) are already specifically described in the approved budget. Foreign travel includes trips to Mexico and Canada, but does not include trips to Puerto Rico, the U.S. Territories or possessions.

The subrecipient understands that all foreign travel funded under this agreement must comply with the Fly America Act. All travel must be on U.S. air carriers under 49 U.S.C. Section 40118, to the extent that service by such carriers is available.

10. Requirement for System for Award Management (SAM) Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of the organization’s information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

11. Requirement for Unique Entity Identifier.

No entity may receive a federal subaward unless the entity has provided DEQ with its valid Unique Entity Identifier.

12. Suspension and Debarment

Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business with Other Persons,” as implemented and supplemented by 2 CFR Part 1532. Subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. Subrecipient acknowledges that failure to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

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Subrecipients may access suspension and debarment information at: <https://sam.gov/SAM/>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

13. Disclosing Conflict of Interests

See Conflict of Interest documents attached as part of this subaward agreement.

14. Sufficient Progress

DEQ will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. DEQ may terminate the assistance agreement for failure to ensure reasonable completion of the project within the approved project period.

15. Copyrighted Material and Data

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal/State purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the subrecipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grant recipients to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other recipient to use the copyrighted works or other data.

Under Item 6, the subrecipient acknowledges that EPA may authorize another recipient(s) to use the copyrighted works or other data developed under this award as a result of: the selection of another recipient by EPA to perform a project that will involve the use of the copyrighted works or other data or; termination or expiration of this agreement. In addition, EPA may authorize another recipient to use copyrighted works or other data developed with Agency funds provided under this award to perform another award when such use promotes efficient and effective use of Federal grant funds.

16. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the subrecipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov>. Annual utilization reports must be submitted through the system. The subrecipient is required to notify the Project Officer identified on the award

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document when an invention report, patent report, or utilization report is filed at <http://iEdison.gov>. EPA elects not to require the subrecipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property “developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories.”

17. Acknowledgement Requirements for Non-ORD Assistance Agreements

The subrecipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient/subrecipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document.”

18. Electronic and Information Technology Accessibility

Subrecipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology (“EIT”). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a subrecipient’s websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194.

While Section 508 does not apply directly to grant recipients, subrecipients are encouraged to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Subrecipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C’s Web Content Accessibility Guidelines (WCAG) 2.0 (see <https://www.access-board.gov/about/policy/accessibility.html>).

19. Human Subjects

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. *Research* is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. *Human subject* means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the subrecipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and

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fetuses in research conducted or supported by EPA.

The subrecipient further agrees to comply with EPA's procedures for oversight of compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the subrecipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies

of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the subrecipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record.

20. Animal Subjects

The subrecipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. The subrecipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97):20864-20865. May 20, 1985.)

21. Light Refreshments and/or Meals

Unless the event(s) and all of its components are described in the approved workplan, the subrecipient agrees to obtain prior approval from DEQ for the use of subaward funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The subrecipient must send requests for approval to the DEQ Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and
- (3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for subrecipient staff meetings and similar day-to-day activities are not allowable under this agreement.

Subrecipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the subrecipient's DEQ Project Officer; however, EPA's Award Official or Grant Management Officer will make final determinations on allowability. EPA policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours

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unless the subrecipient has provided a justification that has been expressly approved by DEQ's Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

22. Tangible Property & Equipment Disposition (if applicable)

22.1 Reporting:

Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Subrecipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property. Please contact the DEQ Grants Officer if you require assistance in complying with this condition.

22.2 Disposition:

22.2.1. Most Subrecipients – Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document or this subaward term, the subrecipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.

22.2.2. State Agencies – Per 2 CFR 200.313(b), state agencies may manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.

22.2.3. Superfund Subrecipients – Equipment purchased under Superfund projects is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

23. Dual Use Research of Concern (if applicable)

The subrecipient agrees to conduct all life science research* in compliance with *EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern* (EPA DURC Order) and *United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURC Policy)*. If the subrecipient is an institution within the United States that receives funding through this agreement, or from any other source, the subrecipient agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, the subrecipient agrees to comply with the iDURC Policy. The subrecipient agrees to provide any additional information that may be requested by DEQ or EPA regarding DURC and iDURC. The subrecipient agrees to immediately notify the DEQ Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The subrecipient's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded

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by such agency of research with the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If privately funded the recipient agrees to notify the National Institutes of Health at DURC@od.nih.gov.

*“*Life Sciences Research*,” for purposes of the EPA DURC Order, and based on the definition of research in 40 CFR §26.102(d), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with Office of Management and Budget Circular A-11.]

24. Research Misconduct

In accordance with 2 CFR 200.328, the subrecipient agrees to notify the DEQ project officer in writing, immediately, about research misconduct involving research activities that are supported in whole or in part with funds under this agreement. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.

25. Scientific Integrity Terms & Conditions

The subrecipient agrees to comply with EPA’s Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modeling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue. The subrecipient agrees to:

25.1 Scientific Products:

- 25.1.1. – Produce scientific products of the highest quality, rigor, and objectivity, by adhering to applicable EPA information quality guidelines, quality policy, and peer review policy.
- 25.1.2. – Prohibit all recipients, employees, contractors, and program participants, including scientists, managers, and other recipient leadership from suppressing, altering, or otherwise impeding the timely release of scientific findings or conclusions
- 25.1.3. – Adhere to EPA’s Peer Review Handbook, 4th Edition, for the peer review of scientific and technical work products generated through EPA agreements.

25.2 Scientific Findings:

- 25.2.1. – Require that reviews regarding the content of a scientific product that are conducted by the project manager and other recipient managers and the broader management chain be based only on scientific quality considerations, e.g. the methods used are clear and appropriate, the presentation of the results and conclusions is impartial.

26. Civil Rights Obligations

Statutory Requirements -

In carrying out this agreement, the subrecipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

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If the subrecipient is conducting an education program under this agreement, it must also comply with:

- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the subrecipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

Regulatory Requirements –

The subrecipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7
- For statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300
- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination

27. Drug Free Workplace

The subrecipient organization of this assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the subrecipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Subrecipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C. The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Subrecipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://www.ecfr.gov/>.

28. Hotel-Motel Fire Safety

Pursuant to 15 USC 2225a, the subrecipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Subrecipients may search the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

29. Lobbying and Litigation

See lobbying certification attached as part of this agreement (if applicable).

30. Recycled Paper

When directed to provide paper documents, the subrecipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to DEQ or EPA. This requirement does not apply to reports prepared on forms supplied by DEQ or EPA.

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

Email: Douglas.McRoberts@deq.idaho.gov

31. Resource Conservation and Recovery Act

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization subrecipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the subrecipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

32. Trafficking in Persons

The subrecipient under this subaward and subrecipients' employees may not:

- Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- Procure a commercial sex act during the period of time that the award is in effect; or
- Use forced labor in the performance of this subaward.

DEQ, as the pass-through entity of federal funds, may unilaterally terminate this award, without penalty if the subrecipient that is a private entity:

- Is determined to have violated an applicable prohibition of this subaward term; or
- Has an employee who is determined by the agency official authorized to terminate this award to have violated an applicable prohibition of this subaward term through conduct that is either:
 - Associated with performance under this subaward; or
 - Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies in Government Debarment and Suspension (Nonprocurement)," as implemented by EPA at 2 CFR 1532.

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

Email: Douglas.McRoberts@deq.idaho.gov

Note to File

Source Water Protection, Groundwater Bureau

RE: S783 City of Coeur d'Alene Surveillance Phases

Upon further review, the City of Coeur d'Alene Water Dept found that their match funding was insufficient to meet the proposed camera installation in the SFY2023 Source Water Protection Grant application. Therefore they have accepted the need to use a Phased approach to allow the funding to become available, and during that process narrow the scope of work.

This shift means that the proposed work in the SFY2023 application is no longer accurate. The new proposal is to utilize the SFY2023 grant funding to complete a subset of the proposed locations. This is acceptable as there is not a required Match for Source Water Protection Grant funding. Work completed under the SFY2023 funding will be considered Phase 1. Conversations are documented in emails between C. Cooper and K. Marine about this shift, with approval from J. Henry.

This phased approach also means that the locations not being completed during Phase 1, can be during Phase 2 and will be considered separate and unique from the initial proposal. Work completed during Phase 2 will not be assumed to be part of Phase 1 (and the initial proposal). Therefore Phase 2 work is eligible to be funded from the SFY2024 Source Water Protection Grant.

The work listed in the SFY2023 & SFY2024 Source Water Protection grant applications are no longer accurate and details of the Phased workload will be made available to DEQ upon request, or upon reimbursement request.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Cooper', with a long horizontal flourish extending to the right.

Curtis Cooper, PhD
Source Water Protection Coordinator

References: S783 – 3158
City of Coeur d'Alene – 27660

Invoicing Address:

City of Coeur d'Alene, Accounts Payable
710 E. Mullan Ave
Coeur d'Alene ID 83814
United States
☎ 208-769-2221

Water Department

3145 N Howard St,
Coeur d'Alene ID 83814
United States

Shipping Address:

Water Department
3145 N Howard St,
Coeur d'Alene ID 83814
United States
☎ 2087692210

Quotation # S00349

Project Description:

Well sites cameras

Quotation Date:

08/21/2023

Expiration:

09/20/2023

Salesperson:

Adam Juliano

Description
2MP Network AI IR Vandal Dome Camera with built-in 1TB SSD and pre-installed WAVE server and ability to record up to 5 additional cameras.
WAVE-PRO-01 WAVE Professional License. Enables one (1) IP stream recording, includes life-time SW upgrade. No annual & maintenance cost required.
5MP @ 30fps, motorized vari-focal lens outdoor dome
Wall Mount Accessory (white), Compatible with white hanging caps
Small cap adapter (aluminum) accessory, (White color).
2 Port Cellular Router, Peak Data Speeds: DL 150 Mbps / UL 50 Mbps
5-Port Unmanaged 2.5G PoE+ Switch
Camera Installation Labor

Untaxed Amount	\$ 7,648.00
Taxes	\$ 0.00
Total	\$ 7,648.00

Please submit all purchase orders to orders@ausecurity.net

Scope of work:

Contract Terms & Conditions Agreement:

This Agreement shall commence on the "Estimate Date:" stated above, and shall remain in effect until all obligations under this Agreement have been properly completed. All Clients agree to the following terms:

Expenses Reasonable and necessary business and travel expenses incurred by Access Unlimited & Security, Inc. shall be reimbursed by Client upon submission of expense reports with back-up documentation, except that no travel expenses shall apply for assignments within a 10-mile radius of downtown Spokane, Washington. All such expenses in excess of \$50 and associated travel plans must be approved in advance by Client.

Payment Access Unlimited & Security, Inc. shall provide detailed invoices and shall maintain, and provide, upon request, backup documentation for a period of one year from the date of the respective invoices. Client shall make full payment for services within fifteen days of invoice. Payments not made by the 30th day will be considered delinquent and will be subject to a 1% per month charge (12% per year). Returned checks will be charged a fee of \$30.00. If Access Unlimited & Security, Inc. brings a legal action to collect any sums due under this Agreement, Access Unlimited & Security, Inc. shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees. All amounts are stated in US Dollars.

Warranties Access Unlimited & Security, Inc. represents and warrants to the undersigned:

1. It has the experience and ability to perform the services required by this Agreement;
2. That it will perform said services in a professional, competent and timely manner;
3. That its performance of this Agreement shall not infringe upon or violate the rights of any party, or violate any federal, state or municipal laws. Provided however, Access Unlimited & Security, Inc. shall retain exclusive control as to the general procedures and formats necessary in order for Access Unlimited & Security, Inc. to provide the services in this Agreement to the Client's satisfaction.

Confidentiality Access Unlimited & Security, Inc. recognizes and acknowledges that this Agreement creates a confidential

(509) 241-0563 | contact@ausecurity.net | www.ausecurity.net

relationship between Access Unlimited & Security, Inc. and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

Non-Disclosure Access Unlimited & Security, Inc. agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement if requested by Client, Access Unlimited & Security, Inc. will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. Access Unlimited & Security, Inc. further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement. However, Access Unlimited & Security, Inc. will not be held liable for any damages inferred or incurred from disclosure of Confidential Information, accidental or otherwise.

Grant Access Unlimited & Security, Inc. agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Client's prior written consent. Any rights granted to Access Unlimited & Security, Inc. under this Agreement shall not affect Client's exclusive ownership of the work product.

Governing Law This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The Client agrees that venue shall be, at the election of Access Unlimited & Security, Inc., in the Spokane County Superior Court, Washington. The Client hereby consents to the jurisdiction of the Courts of the State of Washington in any matter pertaining to, or arising out of, this Agreement, or any other jurisdiction as dictated by Access Unlimited & Security, Inc.

Lawful Use of Services All services provided to Client by Access Unlimited & Security, Inc. Services may be used only for lawful purposes. Any use of these services for illegal or unlawful purposes shall be in violation of this agreement. Service will be terminated and all fees paid by Client will be forfeited in the event of any breach of these Terms and Conditions.

Entire Agreement and Notice This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Client may terminate services for whatever reason, but will be responsible for costs within the current service period and must give 30 days notice.

Authorized Signatures:

Total Due at Contract Signing: \$ _____

Additional Terms: 100 % of hardware due upon signing of contract with remainder due upon completion of contract terms. Calculation of down will be based on estimation of work to be done. Cancellation by customers shall result in a forfeiture of deposit.

BY: _____
TITLE: _____
SIGNATURE: _____

Payment terms: 30 Days

Access Unlimited and Security,
 Inc.
 2615 N Cincinnati
 Spokane, WA 99207
 Phone: 509-241-0563
 Fax: 509-241-0462



ESTIMATE

Estimate #: 8711
 Estimate Date: 4/19/2022
 Estimate Exp: 11/12/2021
 Sales Rep: Adam Juliano

PREPARED FOR
Coeur D'Alene Water Department Kyle Marine 3820 N Ramsey Rd Coeur d'Alene, ID 83815

PROPOSAL ITEMS			
Description	QTY	Unit Price	Amount
Brivo Onair ACS300 IP door controller with WiFi & BLE for up to two (2) readers.	1.0	\$820.00	\$820.00
HID Card Reader	1.0	\$250.00	\$250.00
HES Electric Strike Body	1.0	\$375.00	\$375.00
Outdoor vandal bullet camera, 5MP @ 30fps, motorized vari-focal lens	2.0	\$510.00	\$1,020.00
IR bullet camera back box. (XNO-L6080R, QNO-8080R)	2.0	\$49.00	\$98.00
WAVE Professional License. Enables one (1) IP stream recording, includes life-time SW upgrade. No annual & maintenance cost required.	2.0	\$100.00	\$200.00
4 Port PoE Switch	1.0	\$80.00	\$80.00
Cell Modem	1.0	\$185.00	\$185.00
Camera Recording Server	1.0	\$1,120.00	\$1,120.00
Monthly Cell	1.0	\$20.00	\$20.00
Monthly Access Control			
Labor Journeyman	1.0	\$2,250.00	\$2,250.00
Subtotal			\$6,418.00

Estimate Terms & Conditions

Please submit all purchase orders to orders@ausecurity.net.

Scope of work: One door of access control that can be managed from remote locations. Two cameras at each site that are also remote viewable.

Contract Terms & Conditions Agreement:

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1. It has the experience and ability to perform the services required by this Agreement;

Resolution No. 23-093

2. That it will perform said services in a professional, competent and timely manner;
3. That its performance of this Agreement shall not infringe upon or violate the rights of any party, or violate any federal, state or municipal laws.
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Authorized Signatures:

Total Due at Contract Signing: \$ _____

Additional Terms: *100 % of hardware due upon signing of contract with remainder due upon completion of contract terms. Calculation of down will be based on estimation of work to be done. Cancellation by customers shall result in a forfeiture of deposit.*

BY: _____
TITLE: _____
SIGNATURE: _____
DATE: _____



State Fiscal Year 2024 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?

o 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.*

(Cells that automatically fill and calculate have a red border and are not modifiable)

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 11	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

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

11. Budget

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

(Cells that automatically fill and calculate have a red border and are not modifiable)

Item	DEQ Funding Amount	Matching Contribution ^a	% Match of Total ^b	Total Budget
Personnel	0	4655.2	0.00%	4655.2
Fringe Benefits			0.00%	0
Travel			0.00%	0
Equipment			0.00%	0
Supplies	24000	21845	91.02%	45845
Contractual		24750	0.00%	24750
Other (indicate in budget summary)			0.00%	0
Total Direct	24000	51250.2	213.54%	75250.2
Total In-direct ^c			0.00%	0
Totals	24000	51250.2	213.54%	75250.2

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	51253.2
Match Provided (cash, in-kind)	

Kyle Marine Digitally signed by Kyle Marine
Date: 2023.07.13 13:34:15 -07'00'

Submit

Signed by Signature Authority

APPLICATION DEADLINE: July 15, 2023

Applications must be received by email or postmarked by July 15, 2023 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
IdahoSourceWater@deq.idaho.gov

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

DATE: DECEMBER 19, 2023

FROM: HILARY PATTERSON, COMMUNITY PLANNING DIRECTOR

SUBJECT: APPROVING SUBMITTAL OF THE 2022 CDBG CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) TO HUD

DECISION POINT:

The City Council should hold a public hearing and approve the submittal of the 2022 CDBG Consolidated Annual Performance Evaluation Report (CAPER) to HUD.

HISTORY:

2022 CAPER

The City of Coeur d’Alene receives an annual direct allocation of HUD Community Development Block Grant (CDBG) funds. Every year the City is required to complete a Consolidated Annual Performance Evaluation Report (CAPER), allowing the public two weeks to share public comment. The CAPER provides an overview of past year project outcomes and spending priorities. The 2022 CAPER highlights accomplishments that took place July 1, 2022 to September 30, 2023, including funds from Plan Years (PY) 2020 and 2021. The 2022 Plan Year was extended to September 30, rather than it’s prior June 30 end date due to the change in our Plan Year start date to October 1 for PY 23.

Public Comment

The 2022 CAPER was posted to the City’s website on December 5, 2023 with information on how to provide comments. The documents can be viewed online at cdaid.org/cdbg and are included as attachments.

Two weeks of public comment were held between December 5, 2023 and December 20, 2023. Today’s Public Hearing and the 15-day public comment period were advertised to the public in the following ways: Coeur d’Alene Press notice, website updates, Facebook post, and emails to the 173 CDBG stakeholders.

The only public comments received to date was from Nancy Mabile of Panhandle Area Council with some minor edits verifying the number of EMRAP projects that were completed during the program year to ensure consistency between references in the plan.

PERFORMANCE ANALYSIS:

The summary of accomplishments during PY 2022 are included as Attachment 1, 2022 CAPER Executive Summary. Authorizing this item will allow staff to submit the 2022 CAPER for official review.

FINANCIAL ANALYSIS:

See Attachments 2 and 3 for the financial breakdown of funds allocated and projects completed in PY 2022.

DECISION POINT/ RECOMMENDATION:

The City Council should approve the submittal of the 2022 CAPER to HUD for official review.

Attachments:

- 2022 CAPER Executive Summary
- 2022 CAPER Financial
- CDBG-CV Summary

ATTACHMENT 1 – CAPER Executive Summary

2022 Goal Successes and Highlights

- Received \$349,112 from HUD for PY 2022
- Awarded 192,367 in Community Opportunity Grants for PY 2022
- Awarded \$10,000 to Lake City Center for the Meals on Wheels Program
- Awarded \$60,581.31 for nine (9) EMRAP Projects

Completed Activities in 2022 with PY22 Funds:

- A non-competitive annual grant for Lake City Center’s Meals on Wheels Program for LMI Seniors totaling \$10,000.00
- The City’s Emergency Minor Home Repair and Accessibility Program (EMRAP) completed thirteen (13) projects using PY22 and prior year funds
 - Hot water heater replacement x2
 - Window replacement x2
 - Roof replacement x4
 - Roofing repair x2
 - HVAC system replacement x2
 - Restroom rehabilitation for ADA accessibility, including toilet and walk-in shower

2022 Community Opportunity Grants – Awarded, but not completed in PY 2021:

- Tesh was awarded \$63,944 for a public facility lighting project that was not initiated or completed PY222022 EMRAP

ATTACHMENT 2 – 2022 CAPER Financial

PY 2022 Project Funding	Projects	Project Status
\$10,000	Lake City Center’s Meals on Wheels Grant	Completed
\$5,000	Sidewalk Improvement in LMI census tracts	Funds set aside to be used in a future PY as part of 5-year Sidewalk Improvement Plan
\$71,923	Emergency Minor Home Repairs and Accessibility Program (EMRAP), including Administration of the program	9 Home Rehabilitation projects completed in PY22 with PY22 funds (13 total EMRAP projects)
\$192,367 Community Opportunity Grant	Community Opportunity Grants: 55% of Allocation (Includes Public Service Activities capped at 15% annual allocation)	2 Public Facility Grants <i>Awarded</i> <i>St. Vincent Restroom & Conference Room Rehab (\$128,423) and TESH Parking Lot Lighting (\$63,944)</i>
\$72,098	Administration (Employee wages and benefits, advertising supplies and fees, brochures, training, travel; Subject to 20% cap of annual allocation budget)	Completed
Total Grant: \$349,112		

Completed in PY 2022 with funds from PY 2020 funds:

- TESH Restroom Rehabilitation: \$42,500 benefiting 107 people (Public Facilities, Disabled Adults)

Completed in PY 2022 with funds from PY 2021:

- St. Vincent de Paul Restroom Rehabilitation: \$60,000 benefiting 8,431 people (Public Facilities, Homeless Facilities) (PY22 funds were used to complete the project)
- TESH Restroom Rehabilitation: \$55,319 benefiting 107 people (Public Facilities, Disabled Adults)
- United Way Childcare Scholarship: \$35,000 benefiting 41 people. (Youth Services)
- Idaho Youth Ranch Rehabilitation of parking lot and deck, signage replacement and furnace replacement: \$32,366.82 benefiting 29 people. (Public Facilities project)

The PY 2020 Habitat for Humanity Housing Grant was drawn down in PY22 by \$77,523.47, but the project has not been completed.

ATTACHMENT 3 – CDBG-CV PROJECTS

CV-1 Funds	\$	199,675.00
CV-3 Funds	\$	247,124.00
TOTAL CV Funds	\$	446,799.00
General Admin- CV1	\$	9,935.00
General Admin - CV3	\$	44,097.28
TOTAL Admin	\$	54,032.28
Community Opportunity Funds Available	\$	387,440.00
Lake City Center Meals on Wheels Expanded – COMPLETED PY20		\$3,685.92
Boys and Girls Food Pantry – COMPLETED PY20		\$10,000.00
Family Promise Sheltering – COMPLETED PY21		\$12,600.00
Safe Passage Sheltering – COMPLETED PY21		\$26,145.00
St. Vincent's Homeless Sheltering – COMPLETED PY21		\$1,951.80
St. Vincent's Door Project – COMPLETED PY21		\$10,507.00
United Way Child Care – COMPLETED PY22		\$15,000.00
City Utility Subsistence – COMPLETED PY22		\$10,000.00
CDAIDE Rental, Utility, Transportation Subsistence – COMPLETED PY22		\$93,375.00
Boys & Girls Academic Support – COMPLETED PY20		\$50,000.00
Lake City Center Meals on Wheels Expanded - COMPLETED		\$19,662.00
Love, Inc Rental, Utility, Transportation Subsistence – COMPLETED PY22		\$20,000.00
Idaho Youth Ranch Case Manager – COMPLETED PY21		\$28,000.00
United Way Child Care – COMPLETED PY22		\$52,000.00
Lake City Center Air Scrubber – COMPLETED PY21		\$5,000.00
Four Roots Food Box Program – COMPLETED PY21		\$34,840.00
TOTAL FUNDED PROJECTS		\$392,766.72
REMAINING CV FUNDS		\$0

In 2020, CARES Act Funds were made available in the amount of \$446,799. During Plan Year 2022, the following CDBG-CV projects were completed and all remaining COVID funds were expended and three projects were completed.

- CDAIDE Subsistence Program
- United Way Childcare Scholarship program
- City Utility Assistance program



CDBG Public Hearing

2022 CAPER (Consolidated Annual Performance Evaluation Report)

City Council: December 19, 2023

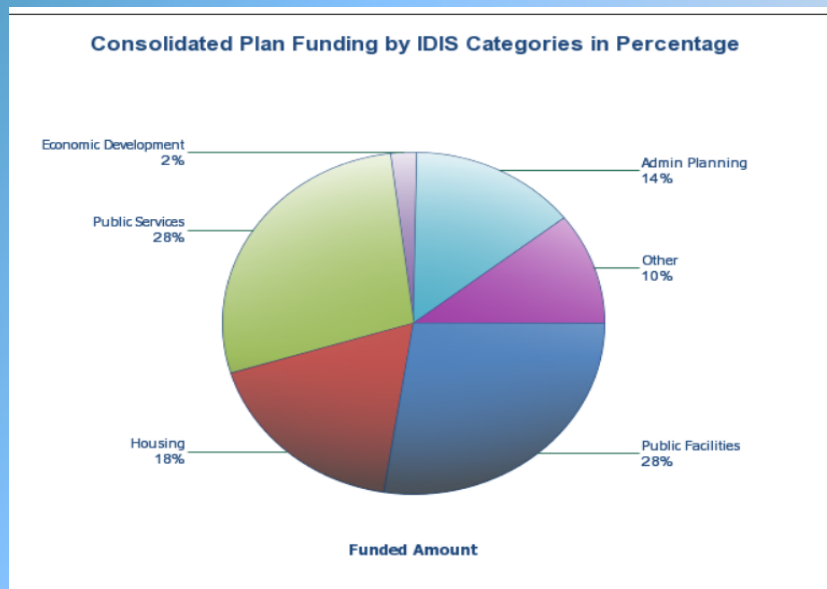


Coeur d'Alene's CDBG History

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



CDBG Funding Breakdown (2018-2021)



CDBG Key Terms

- LMI = Low-to-Moderate Income
- HUD designation of a households whose total earnings are based on 30%, 50%, and 80% of the yearly area median income.
 - HUD's 2022 **Median Income** determination for Coeur d'Alene was **\$82,200**
 - LMI for 2021 (based on a 2-person household):
 - Low Income** is <\$47,450
 - Very Low Income** is <\$29,650
 - Extremely Low Income** is <\$18,310



Selecting Activities Each Year

- Activities must meet a National Objective and be a HUD approved activity
 - National Objectives:**
 - *1. Benefit to low-and-moderate income (LMI) persons*
 - *2. Aid in the prevention of slum and blight*
 - *3. Meet an urgent need*
- Activities must meet Annual Action Plan and Consolidated Plan Goals
- When choosing activities to fund, the City must consider capacity of staffing, size of community and amount of allocation, and capacity of sub-recipient organizations



Consolidated 5-Year Plan Goals

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



PY 2022 Project Funding	Projects	Project Status
\$10,000.00	Lake City Center's Meals on Wheels Grant	Completed
\$5,000	Sidewalk Improvement in LMI census tracts	Funds set aside to be used in a future PY as part of 5-year Sidewalk Improvement Plan
\$71,923	Emergency Minor Home Repairs and Accessibility Program (EMRAP)	9 Home Rehabilitation projects completed with PY22 funds (13 total completed)
\$192,367	Community Opportunity Grants: 60% of Allocation (Includes Public Service Activities capped at 15% annual allocation)	2 Public Facility Grants Awarded St. Vincent Restroom & Conference Room Rehab (\$128,423) and TESH Parking Lot Lighting (\$63,944)
\$72,098	Administration (Employee wages and benefits, advertising supplies and fees, brochures, training, travel; Subject to 20% cap of annual allocation budget)	Completed

Total PY 2022 CDBG Allocation: \$349,112

PY 2022 Goals Met & Not Met

Goals Met in PY 2022:

- **Neighborhood Revitalization (EMRAP Projects)**
- **Public Facilities**
- **Sidewalk Improvement** (*funding set aside*)
- **For-Sale Affordable Housing** (*prior year funds*)
- **Public Service** (*prior year funds*)

Goals Not Met in PY 2022:

- **For-Rent Affordable Housing**
- **Economic Development**



2022 Community Opportunity Grants Awarded

- St. Vincent de Paul (**\$128,423**) to complete their **restroom and conference room rehabilitation** project in their H.E.L.P. center.
- TESH (**\$63,944**) for a parking lot lighting in their main facility that serves disabled citizens of Coeur d'Alene.



2022 Successes and Highlights

- Received \$349,112 from HUD for PY 2022
- Awarded 192,367 in Community Opportunity Grants for PY 2022
- Awarded \$10,000 to Lake City Center for the Meals on Wheels Program
- Awarded \$60,581.31 for nine (9) EMRAP Projects
- Completed Activities in 2022 with PY22 Funds:
- A non-competitive annual grant for Lake City Center's Meals on Wheels Program for LMI Seniors totaling \$10,000.00
- 13 EMRAP Projects



2022 EMRAP Projects

13 Emergency Minor Home Repair Program (EMRAP) projects completed during Plan Year 2022, some with prior year funds

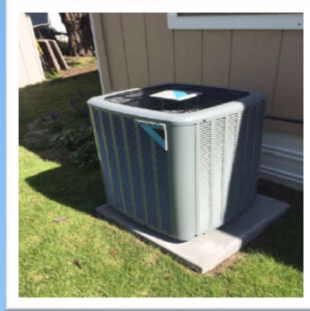
- Hot water heater replacement x2
- Window replacement x2
- Roof replacement x4
- Roofing repair x2
- HVAC system replacement x2
- Restroom rehabilitation for ADA accessibility



EMRAP Projects Completed



Windows



HVAC Replacement



Re-Roofing



EMRAP Spotlight



← Before
&
After →



Installation of ADA Accessible Shower

Lake City Center Grant \$10,000



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

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

With the increase in funding, they expected to double that number. Final reports showed 320 seniors were served.



CDBG COVID-19 Funds

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

CDBG COVID-19 Projects Completed in PY22

The City spent all of the CDBG-CV funds in PY22:

- CDAIDE Subsistence program
- United Way Childcare Scholarship program
- City Utility Assistance program

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TOTAL FUNDED PROJECTS		\$392,766.72
REMAINING CV FUNDS		\$0

Public Comments To Date

Only one (1) public comment has been received.



Council Actions

- Take public comments on the 2022 CAPER
- Approve submittal of CAPER to HUD for official review

