

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

AGENDA

VISION STATEMENT

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

NOTE: The City is utilizing Governor Little's Stage 4 Rebound Idaho guidance for its public meeting. As such, we are abiding by the social distancing guidelines of 6' within the physical meeting room, and limiting seating, seating will be first come first serve. The meeting can be viewed live through Facebook live and/or the City's YouTube channel or on Spectrum Cable Channel 1301. The meeting is rebroadcast on Spectrum Cable channel 1301 and on YouTube through a link on the city's website (www.cdaid.org).

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.

July 6, 2021: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Paul Van Noy with Candlelight

C. PLEDGE OF ALLEGIANCE:

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

E. PRESENTATIONS:

1. Kootenai Metropolitan Planning Organization (KMPO) Update

Presented by: Glenn Miles, KMPO Executive Director

2. Panhandle Area Council (PAC) Update

Presented by: Wally Jacobson, Executive Director

3. Association of Idaho Cities Awards

Presented by: Councilmember Miller

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.)

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

G. ANNOUNCEMENTS:

1. **City Council**
2. **Mayor**

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 June 15, 2021, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the June 21, 2021, Meeting.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee meeting for Monday, July 12, 2021, at 12:00 noon.
5. Setting of a Public Hearings for July 20, 2021:
 - a. Legislative - A-2-21 - A proposed zone change from Ag Suburban to R-3, located at 2248 E. Stanley Hill Road; Applicant: Eugene & Nancy Haag Living Trust.
6. Approval of Final Plat for SS-21-03, Shadow Wood Estates 3rd Addition.

As Recommend by the City Engineer

7. **Resolution No. 21-039:**
 - a. Approval of an amendment to the Agreement with St. Vincent De Paul of North Idaho for emergency homeless sheltering to extend the Agreement and reduce the dollar amount, and enter into a new agreement using a portion of the remaining funds for an entry door project, through CDBG-CV funds.

Pursuant to Council Action at the June 1, 2021 Council Meeting

- b. Approving a Contract with K&N Electric for the repair and rebuild of the trickling filter pump #3, in the amount of \$99,896.00 for the Wastewater Department.
In accordance with the Purchasing Policy adopted by Resolution No. 17-061
- c. Approving Amendments to Wastewater Sewer Policy 708, Defining Inspection and Approval Standards for All New Wastewater System Improvements Owned, Operated, and Maintained by the City of Coeur d'Alene.
- d. Approval of a Three-Year Engagement Agreement with Anderson Bros., CPA's, P.A., to Provide Audit Services for Fiscal Years 2020-2021, 2021-2022, 2022-2023.

As Recommend by the General Services/Public Works Committee

I. OTHER BUSINESS:

1. **Resolution No. 21-040** – Approval of the Award of a Contract to Petra, Inc., for the New Collections Building Project in the Amount of \$1,787,900.

Staff Report by: Mike Becker, Wastewater Capital Programs Manager

2. **Resolution No. 21-041** – Approving the Police Department to apply for and accept, if awarded, a Community Policing Development (CPD) Microgrant in the amount \$33,000 to secure a five-day intensive training on Mental Health / Emergency Responders Assistance Program (ERAP).

Staff Report by: Police Chief Lee White

J. PUBLIC HEARINGS: Please provide written comments in advance of the meeting to renata@cdaid.org or register to testify at: <https://www.cdaid.org/signinpublic/>

1. Legislative - Community Development Block Grant year end Consolidated Annual Performance and Evaluation Report (CAPER).

Staff Report by: Chelsea Nesbit, CDBG Community Development Specialist

2. Legislative – Fee increases as follows: The Building Department is clarifying fees related to work without a permit; additional plan submittals; updating fees related to mobile home setting permits; mini-splits; and reroof permits. The Finance Department is proposing an increase to street lighting over a two-year period; the Parks and Recreation Department are revising fees based on staffing costs and providing clarification regarding fees no long applicable; and have added fees for events in the parks. The Water Department is setting a minimum fee for bulk water use; updating hookup fees; and radio read equipment.

Staff Report by: Renata McLeod, Municipal Services Director

- a. **Resolution No. 21-042** –approving fees for the Building, Finance, Parks and Recreation and Water Departments.

K. ADJOURNMENT

Coeur d'Alene

CITY COUNCIL MEETING

July 6, 2021

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

PRESENTATIONS



Our Transportation Future

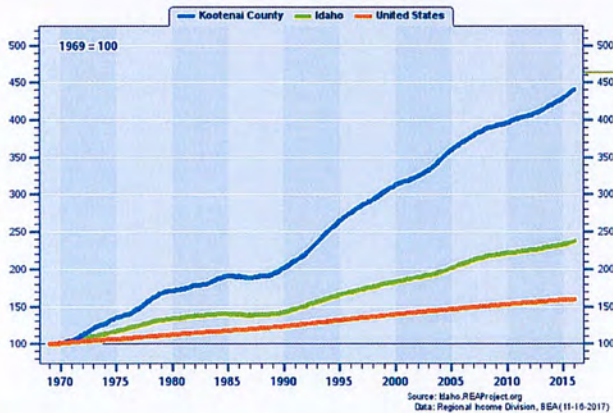
With both opportunities and challenges

July 8, 2021

Kootenai Metropolitan Planning Organization
Coeur d' Alene, ID
www.kmpo.net



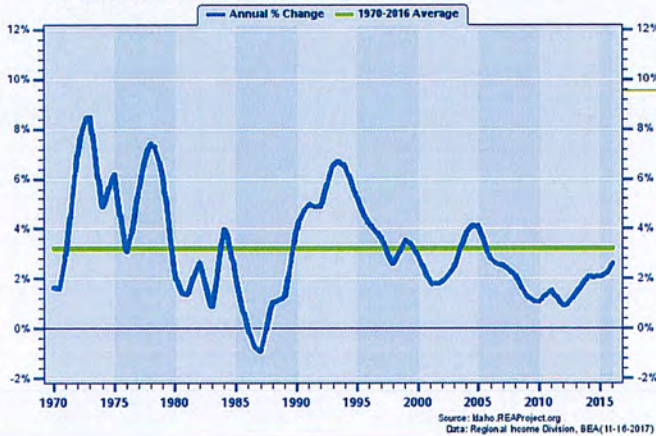
History and Today



Kootenai County's overall population growth was 340.8% over 1969-2018 outpaced Idaho's increase of 138.1%, and topped the United States' increase of 60.5%.

History and Today

Kootenai County Population:
Annual Percent Change, 1970-2016



On average, Kootenai County's population grew at an annual rate of 3.23% over 1970-2016. The county recorded its highest growth in 1973 (8.48%) and posted its lowest growth in 1987 (-0.90%). In 2016, Kootenai County's population grew by 2.62%

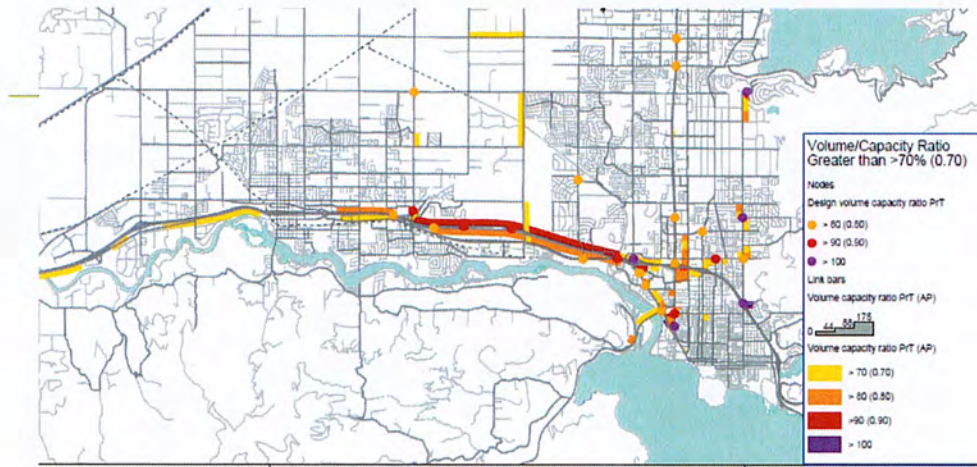
Today and Into the Future 2040

Jurisdiction	1970 Census Population	2000 Census Population	2010 Historic Annual Growth Rates		2010		2020		2040		Total Increase 2010-2040			
			(1) 2010 Census Population	(2) 2010 Census Occupied Housing	(3) Average Annual Growth Rate for 2010s Projection	(4) Total Population	(5) Total Dwelling Units	(6) Total Population	(7) Total Dwelling Units	Pop'n Increase	TOTAL NEW Dwelling Units	NEW Dwelling Units Total % of County Growth		
City of Coeur d'Alene (Incorporated areas only) (2010 data: ADA is included in 2010 population)	348	676	692	282	0.234%	695	294	76	292	72	298	37	18	0.0%
City of Ponderay	24,963	34,336	44,107	9,338	2.493%	49,780	20,392	68,840	27,902	61,681	35,700	3000	14,938	29.2%
City of Cascade	1695	2,276	2,335	693	0.247%	2,416	535	2,565	967	256	991	58	82	0.6%
French-Reserve w/COA	180	80	80	72	0.695%	80	0	80	0	80	0	0	8	0.0%
Hamlet	226	261	293	88	0.495%	316	80	316	80	316	80	0	8	0.0%
Heater Lake	360	668	678	382	1.445%	76	316	701	323	362	330	24	11	0.0%
Heyburn	3,744	5,766	10,294	5,212	1.795%	8,400	6,030	24,082	9,444	34,306	10,708	936	1988	9.9%
Heyburn-Lake	338	434	476	208	1.910%	416	303	576	433	563	308	316	142	0.3%
Heyburn (excluded w/Heyburn)	42	56	68	42	0.435%	56	40	61	42	65	44	0	4	0.0%
Hot Lake	2,248	9,241	27,574	9,283	4.157%	30,200	9,980	44,800	20,956	62,861	31,927	6600	24,838	48.2%
Hamletum	2,200	4,000	6,400	2,427	1.345%	6,862	3,061	9,716	4,536	9,441	5,903	970	266	6.0%
Spokane-Lake	790	1,000	1,643	719	1.327%	2,441	920	3,808	906	5,207	1,888	270	108	2.0%
3rd Line (excluded w/Hot Lake)	20	28	38	28	1.387%	38	0	35	9	40	25	21	10	0.0%
Worley	802	223	297	84	1.435%	197	98	340	188	312	88	80	47	0.6%
Urban Totals	42,847	75,828	98,822	38,817	3.290%	108,339	46,449	177,819	69,874	210,116	39,647	104,782	52,819	59.8%
Unincorporated Totals				9,602		49,328	9,485	49,824	9,228	51,116	9,313	3,185	1,847	2.8%
Kootenai County Total	69,795	108,685	138,494	48,419	2.4%	166,667	55,934	227,644	79,102	304,234	108,960	137,967	55,666	19.6%

2010 County Total 138,494

2040 County Total 304,000

Today's Travel Demand



Post Falls & Coeur d' Alene's Longer Term Transportation Future?

Some Facts to consider about OUR transportation system:

We are currently driving and relying on a legacy Transportation system (800+ miles).

Most recently improved in the 60's and 70's.

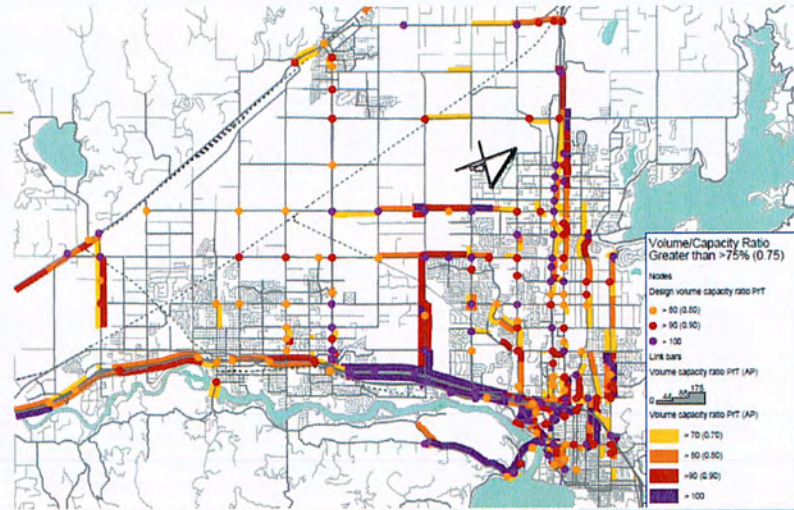
It has served Kootenai County well.....until now.

System Performance, Resiliency and Reliability has become an Issue



Tomorrows Travel Demand

2040 No Build



So What are the BIG 5 Regional projects

- ✓ I-90 TO SIX LANES FROM STATE LINE TO SHERMAN AVE
- ✓ HUETTER CORRIDOR I-90 TO US 95 I-90
- ✓ I-90 PORT OF ENTRY MOVED TO MC GUIRE RD VICINITY
- ✓ CREATION OF A REGIONAL TRAFFIC MANAGEMENT CENTER
- ✓ WIDEN U.S. 95 SPOKANE RIVER BRIDGE AND APPROACHES

So What's Happening in 2021

- ✓ **US-95 NORTH FROM I-90 TO STATE HIGHWAY 53 WILL HAVE ADDITIONAL INTERSECTION MODIFICATIONS**
- ✓ **Bridge Deck Repairs on I-90 and U.S. 95 Spokane River Bridge**
Bridge resurfacing and Bridge Rail repairs in July and August
- ✓ **Environmental Documents for I-90 Widening and the Huetter Corridor**

So What's Happening in 2022 -2023

- ✓ **U.S. 95 I-90 TO SH-53 NEW SIGNALS AND SIGNAL TIMING UPDATES**
- ✓ **SH-41 CORRIDOR WIDENING AND ACCESS CONTROL WILL BE COMPLETED**
THIS WILL BECOME AN ACCESS CONTROLLED 4 LANE DIVIDED HIGHWAY
SIGNALS INSTALLED AT NO LESS THAN QUARTER MILE SPACING
NEW BICYCLE AND PEDESTRIAN TRAIL ON THE EAST SIDE OF SH-41

So What's Happening in 2023-26+

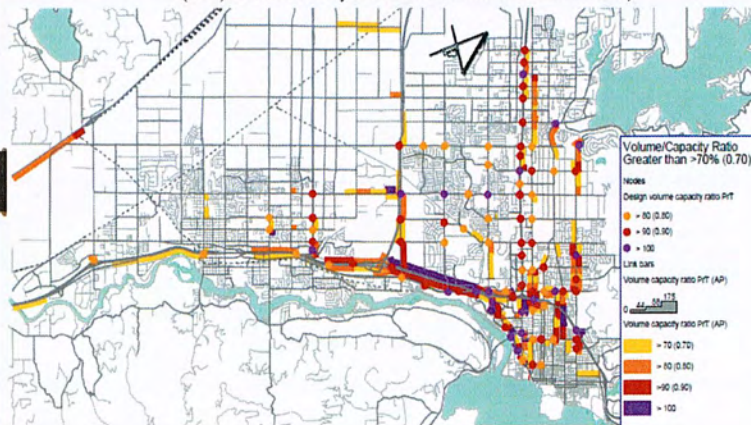
- ✓ I-90 WIDENING TO 6 LANES FROM STATELINE TO SHERMAN
- ✓ US-95 INTERCHANGE WITH I-90 RECONSTRUCTION
- ✓ SH-41 CORRIDOR WILL SEE A NEW INTERCHANGE AT I-90

THE UPCOMING 2022-2028 PROGRAM WILL HAVE 332 MILLION IN PROGRAMMED PROJECTS.

Travel Demand Into the Future

2040 Build

(Projects currently in the Plan but not all funded)



**Total Capital Project Costs
2020-2040**

\$1,470 Million.

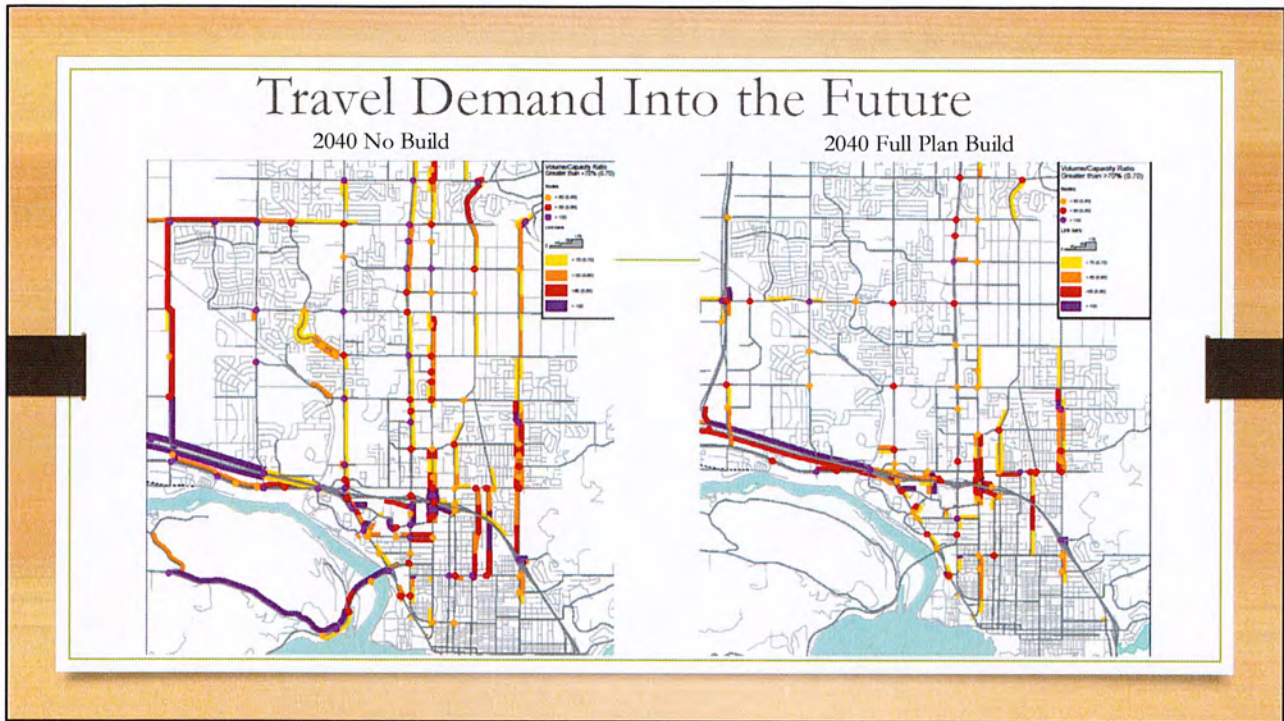
Big 5 Projects: \$788 Million

I-90	\$425 Million
Huetter	\$300 Million
POE	\$ 35 Million
KTMC	\$ 5 Million
US 95	\$ 23 Million

\$ 39.4 Million/year

**All other local projects:
\$682 Million**

\$34.1 Million/year



FY 2022 Funding And Projects from 2021 funding Package HB-362

Increased Sales Tax Funding for Transportation from 1.5% to 4.5 %

Estimated Revenue in FY 2022	\$84,000,000.00
Distribution:	
Idaho Transportation Department	\$80,000,000.00 ¹
Local Jurisdictions and Highway Districts <u>Statewide</u>	\$ 4,000,000.00 ²

Adds \$60,000,000 per year to existing ITD program, but changes purpose from maintenance and preservation to capital expansion (major projects)

¹ ITD capped at \$80,000,000.00 per year – 20 Year Bond estimated at +/- 1.4 Billion

² Locals get revenue above \$80,000,000.00 – Not Bondable

PAC

CITY OF COEUR D'ALENE

PRESENTATION – JULY 6TH , 2021

WALLY JACOBSON, EXECUTIVE DIRECTOR

WHAT IS PAC?

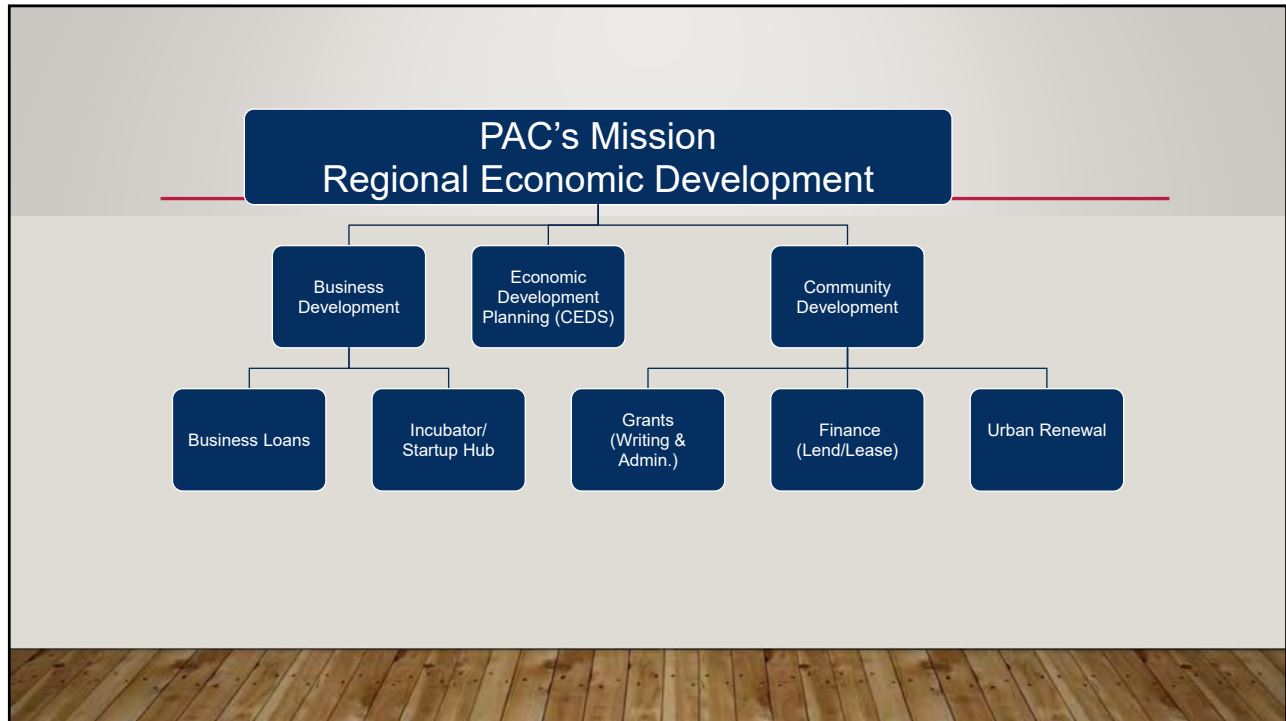
A regional economic development organization structured to promote and assist economic development within the five northern counties of Idaho.

Non-profit 501 c(4) corporation

Members are cities and counties

EDA designated economic development district for north Idaho



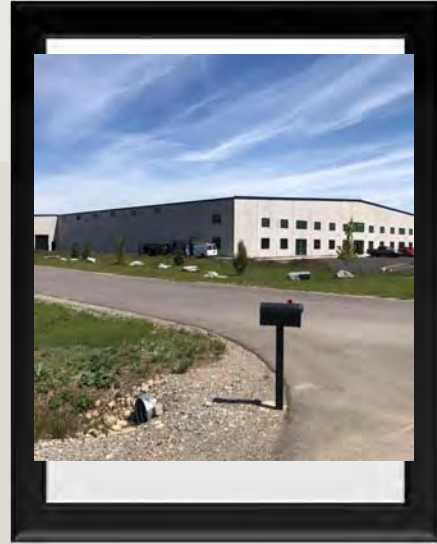


BUSINESS DEVELOPMENT - BUSINESS LOAN PROGRAM

- SBA 504 Loans
- Revolving Loan Funds
- **New Covid RLF - \$3 MM**
- Intermediary Relending Program (IRP)
- Key Focus – Job Creation/Retention
- Converting “nearly bankable to bankable”
- Partner with Banks and Credit Unions

COMMERCIAL REAL ESTATE LOANS SBA 504

- Dollar Fulfillment ~ \$5 MM
-
- 50,000 sq ft Distribution Center



START UP LOANS

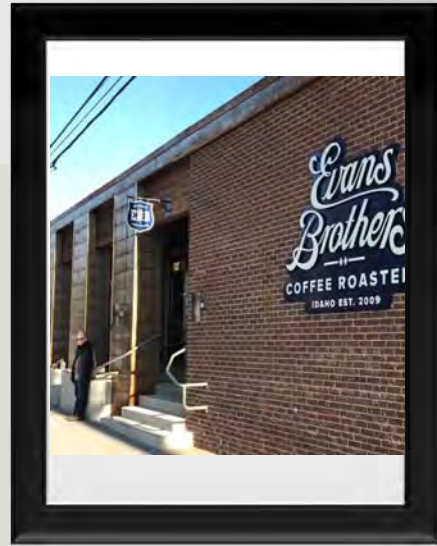
CDA WOOD

-
- 2015 - Start Up Loan
 - 2016 - Bridge Loan
 - 2018 - 30+ employees
 - 2018 - \$4 million in sales
 - In Lowe's and Home Depot



EXPANSION LOANS

- Evans Brothers Coffee
-



NON-PROFIT LOANS NORTH IDAHO CASA





EHUB
 STARTUP/COWORK SPACE (8,000 SQ. FT.)
 (54 COMPANIES TOTAL SINCE 1988)

- Chase Machine
- Bombastic Brewing
- Eric Paddock Wood Working
- Castaway Winery
- Cyber Self Defense
- GNS, Inc.
- Practical Accounting Solutions
- Lake City Cakes
- MERIDIAN
- Force Rembrandt

EHUB TENNANT
GENERAL NAVIGATION SCIENCES, INC

All parts manufactured locally

INTRODUCING LUX
 Lamp USB X-Over
 Lighting + USB Power Made Simple

PIVOT

LUX is an evolutionary leap for utility lamps. Get connected and power up.

The PIVOT LUX provides a much needed update to the outdated utility lamp of yesteryear. Enter the future with crisp LEDs and USB power.

LUX powers EFB devices while providing the same ease of use, flexible articulation and durability users expect from PIVOT cases.

Easy Setup - The LUX EFB charging interface can be installed by avionics technicians during overnight or light scheduled maintenance utilizing the wiring and mounting locations of existing incandescent flight deck utility lamps. The total requirement for the USB port and LED-to-color utility lamp is less than 1 amp at 28V AC/DC.

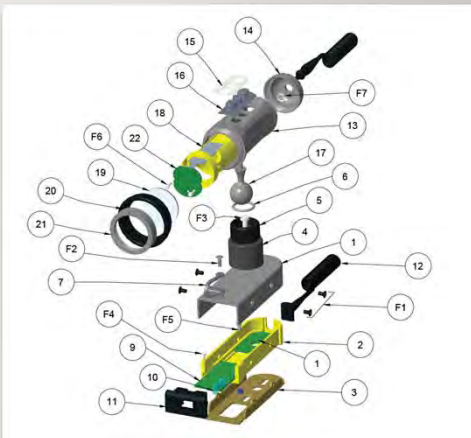
Small Spaces Approved - Size matters and the LUX's small footprint enables a variety of mounting locations. Designed with a universal mounting plate, it can be fastened vertically or horizontally on in-cabin head panels or QECU® panel locations.

Line Replaceable/Upgradeable Electronics

Don't be left at the gate or behind technology. The LUX EFB charging interface eliminates the risks of accidental damage to the USB receptacle. All core USB electronics are line replaceable and installed in minutes. This line replaceable feature also allows for future EFB interface upgrades with the same ease allowing operators to stay on schedule and in-step with future technology without excessive fleet engineering changes.

LED Longevity means minimal maintenance

LED lamps have an exponentially longer life than incandescent bulbs and don't emit excessive heat. If the LED doesn't outlast the airframe, the LUX's amp can be replaced by technicians in minutes. Abnormally, recurrent incandescent bulb replacements by technicians are significant, cumulative costs.



ECONOMIC DEVELOPMENT PLANNING

Comprehensive Economic Development Strategy (CEDS)

Strategic planning and comprehensive plans for member governments and communities



COMMUNITY/ECONOMIC DEVELOPMENT

- Post Falls RAISE Grant Writing
- Post Falls Wastewater – Labor Compliance Monitoring
- Priest River Water Reservoir CDBG Grant (just funded)
- Idaho Broadband Grant Administration
- RevUP - Broadband Training Completed / Beginning Housing Component
- Cares Act Resiliency Grant – Statewide Contractor (Tip Strategies)

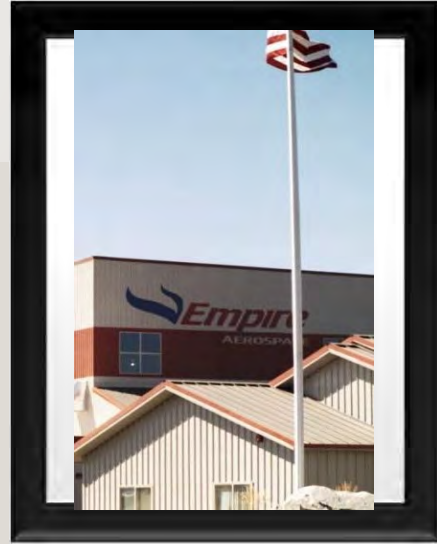
PRIVATE INVESTMENT PROGRAM

Empire Airlines Facility

PAC – Financed and Built

Empire – Lease

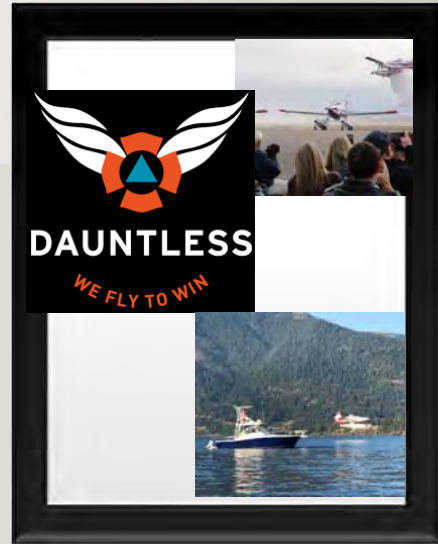
PAC – EDA and CDBG Grants for Public Infrastructure



AIRPORT – NORTH SIDE DEVELOPMENT



AIRPORT –
NORTH SIDE
DEVELOPMENT



PUBLIC FACILITY FINANCING
LEND/LEASE PROGRAM

CITY OF COEUR D'ALENE
POLICE STATION



CDA SCHOOL DISTRICT
MAINTENANCE BUILDING



Coeur d'Alene Health Corridor Eligibility Report Findings

Complete Report in Council Packet

PRESENTED TO COEUR D'ALENE CITY COUNCIL
BY CDA 2030 CONSULTANT: PANHANDLE AREA COUNCIL
12/18/2018

PAC - By the Numbers

GRANTS			LOANS			
	#	Project Amount		#	Project Amount	Jobs Created
Federal	102	\$107,273,456	SBA504	70	\$64,265,714	403
State	135	\$46,252,086	USDA-IRP	18	\$2,930,100	11
Local	156	\$24,253,033	SBA Micro	85	\$765,698	5
Private	44	\$56,709,027	EDA RLF	119	\$24,030,779	146
TOTAL	437	\$234,487,611	TOTAL	292	\$91,992,291	565

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

June 15, 2021

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 June 15, 2021, at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

Woody McEvers) Members of Council Absent

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

INVOCATION: Pastor Bill Muck with Crossroads Community Church provided the invocation.

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

FINANCIAL UPDATE FOR FISCAL YEAR 2020-2021 – City Administrator Troy Tymesen presented an update of the fiscal year 2020-2021 budget. Mr. Tymesen compared the Unassigned Fund Balances as of the start of fiscal year 2020-2021 to the previous fiscal year 2019-2020. He mentioned the expenses were higher due to the funding of health benefits. He said General Fund revenues were down compared to the same period last year partly due to a decrease in property tax revenue in relation to the Governor's tax relief bill. The City of Coeur d'Alene (City) has seen an increase in intergovernmental taxes (state liquor tax, highway users tax, and sales tax). He said there was a decrease in General Fund expenses, although personnel costs would be higher if the City were fully staffed. He stated that the Enterprise Funds revenues, as well as expenses, had seen an increase for the period through May 31. The Water Fund expense was \$1.1 million less over a year ago due to the Water Administration Building costs in FY 2019-2020. Wastewater saw an increase in expenses due to the 2020 Sewer Revenue Bond payment of \$1.4 million, and a \$1.26 million transfer to debt service to set up the required bond reserve.

DISCUSSION: Mayor Widmyer stated he felt it was important to review the current budget status in preparation for the next year's budget discussions. Councilmember Wood asked about the Wastewater Fund and in relation to her sewer bill doubling recently, and asked for clarification on why the rate may have increased. Mr. Tymesen stated the City has a Low-Sewer Rate program which was for residents who live in the City year-round. He said that for example, if you use 5,000

gallons of water or less, over a two-month period in the winter, you would qualify for the Low-Sewer Rate program and would receive a reduced sewer fee. Councilmember Wood asked that the City prepare more public outreach on the Low-Sewer Rate plan. Councilmember Evans asked for clarification on the Parking Fund difference between the fiscal years 2019 and 2020. Mr. Tymesen stated it may be due to non-reoccurring expenses that were paid in 2019, and he would research the difference and report back. Councilmember English stated the governor made a statement that the state had an exceptional fund balance and was there any way to estimate what may trickle down to the City, with Mr. Tymesen stating it was too early to say.

COUNCIL COMMENTS:

Councilmember Evans shared an announcement from the City's Arts Commission who are currently accepting applications for the ArtCurrents program which closes on July 9, 2021. The project is open to all artists residing in Idaho, Washington, Oregon, and Montana, and information was available on the City's website at www.cdaid.org/arts.

Councilmember English stated there was an article in the press in regards to the City of Hayden and their police services contract, and stated it was a good time to mention the different funding mechanisms for police services with the City of Hayden spending 6% of their budget on police services in comparison to the City of Rathdrum spending 30%. He felt the other surrounding Cities and Kootenai County were subsidizing the City of Hayden's police services. Kootenai County Sheriff Norris was quoted in the article as saying the City of Hayden was not paying the actual cost of providing police services.

Councilmember Miller stated she attended the North Idaho Building Contractors Joint Government meeting and that the group was very active and were looking to create more subcommittees to discuss building issues with political bodies. She said the Regional Housing and Growth Issues Partnership were working with Panhandle Affordable Housing Alliance and Economic Development Council (EDC) on a joint housing assessment study. The group would provide a report on the findings in September. She stated she would also be attending the Association of Idaho Cities (AIC) conference this week.

Mayor Widmyer stated he and Council received unfortunate news from City Parks Director Bill Greenwood in regards to a second time the Persons Field restrooms have been vandalized, and the continued vandalism at Northshire Park. He also mentioned recent tagging/graffiti at the new restroom by the Skate Park. He asked citizens to please be on the look-out and to let the City know if they see any suspicious activity. He said these were community assets and the repairs that are needed for repairs reduces the amount of funds that can be spent on our parks. Councilmember Wood stated the Prairie Trail overpasses were graffitied as well, and felt the beautiful fish mosaic mural has stopped all graffiti on that overpass, and asked Councilmember Evans to inquire with the Arts Commission on possibly doing a similar project on the other overpass locations.

Mayor Widmyer asked for the confirmation of the following appointments: Tyler Drechsel and Justin Miller to the International Board of Appeals.

MOTION: Motion by Evans, seconded by Miller, to appoint Tyler Drechsel and Justin Miller to the International Board of Appeals.

Motion carried.

CONSENT CALENDAR:

1. Approval of Council Minutes for the June 1, 2021, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the June 7, 2021, Meeting.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee Meeting for Monday, June 21, 2021, at 12:00 noon.
6. Setting of Public Hearings for July 6, 2021:
 - a. Increase in city fees from the Building, Finance, Parks and Recreation; and Water Departments.
 - b. Community Development Block Grant year end Consolidated Annual Performance and Evaluation Report (CAPER).
7. **Resolution No. 21-038:**
 - a. Approve of an Agreement with Longwell + Trapp Architects for Preparation of the Police Department Facility Master Plan Utilizing Impact Fees in the Amount of \$6,500.00 plus Reimbursables.
 - b. Declare of used Police Vehicles as Surplus and Authorize the Sale at Auction.
 - c. Agreement with the Idaho Transportation Department for the Local Highway Safety Improvement Program (LHSIP) Grant to Make Pedestrian Safety Improvements in Coeur d'Alene, and Authorize Partial Payment for Matching Funds in the Amount of \$2,000.00.
 - d. Approval of the purchase of a Utility Terrain Vehicle (UTV) for Emergency Back Country Rescue Responses in the Amount of Approximately \$21,000.00.
 - e. Approval of the purchase of a New 2021 305E2CR CAT Excavator from Western States Equipment in the Amount of \$74,962.69.

As Recommend by the General Services/Public Works Committee

MOTION: Motion by Gookin, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 21-038**.

DISCUSSION: Councilmember Gookin stated he had received a check from the City, which was for pruning his street trees, and explained the City has a program available to all citizens to maintain their street trees. He said to contact the Urban Forestry Division for an application, and residents may be eligible to receive a refund of \$75 per tree.

ROLL CALL: English Aye; Wood Aye; Evans Aye; Miller Aye; Gookin Aye.

Motion carried.

COUNCIL BILL NO. 21-1014

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING A PORTION OF THE SELTICE WAY RIGHT-OF-WAY, GENERALLY DESCRIBED AS A PARCEL OF LAND ADJOINING THE NORTHEASTERLY BOUNDARY OF LOT 4, BLOCK 1 OF THE GLACIER NORTHWEST-SELTICE SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; 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.

STAFF REPORT: Engineering Project Manager Dennis J. Grant stated the applicant, Glacier NW Blvd-Seltice, LLC, was requesting the vacation of a portion of right-of-way that adjoins the northeasterly boundary of their property on Seltice Way. He explained that on May 4, 2021, Council approved an agreement with Glacier NW Blvd-Seltice to relocate the right turn slip lane to provide for better visibility for traffic entering Northwest Boulevard, a shared-use path and the installation of a 12" water main. Extension of the shared-use path, to the northwest, would be completed by Glacier NW Blvd Seltice upon development of the parcel and their adjacent parcel. The right turn slip lane would not only improve safety, it would allow additional separation for a proposed right-in/right-out driveway approach access. Mr. Grant said the 12" water main would be installed to the Water Department's specifications. The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 7,562 Square Feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property. He stated the purpose of the request was to provide additional development area on the referenced parcel. It would also provide a safer intersection and improved access. All utilities are existing and in place except for the installation of the 12" water main. The Development Review Team was informed about this vacation and had no objection. He said 59 certified mailings were sent, with 1 neutral response received. Mr. Grant requested City Council approval of the vacation action per Idaho Code Section 50-1306, and to vacate the property to the applicant; Glacier NW Blvd-Seltice, LLC.

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

MOTION: Motion by Gookin, seconded by Miller, to dispense with the rule and read **Council Bill No. 21-1014** once by title only.

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

MOTION: Motion by Gookin, seconded by Wood, to adopt **Council Bill No. 21-1014**.

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

COUNCIL BILL NO. 21-1015

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING A PORTION OF THE WILBUR AVENUE UNDEVELOPED RIGHT-OF-WAY, GENERALLY DESCRIBED AS A 41-FOOT WIDE STRIP OF LAND WEST OF RAMSEY ROAD, LOCATED IN THE NE ¼ OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; 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.

STAFF REPORT: Engineering Project Manager Dennis J. Grant stated the applicant, Greenstone-Kootenai II, Inc., was requesting the vacation of a 41-foot portion of undeveloped Wilbur Avenue right-of-way that adjoins Ramsey Road to the west between Canfield Avenue and the new Wilbur Avenue to the north. He said it was unknown when the requested right-of-way was originally dedicated to the City of Coeur d'Alene. He stated the vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 27,191.2 square feet to the County tax roll. He said although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property. Mr. Grant stated the purpose of the request was to vacate a 41' foot wide, dead end, strip of unimproved Wilbur Avenue that has been relocated to the north and the additional right-of-way would be incorporated into the development of the adjoining property. He stated all utilities were existing and in place, and there was no foreseeable use for the additional right-of-way. He said the Development Review Team was informed about the vacation and had no objection. He stated 10 certified mailings were sent, with 1 response received against the vacation. He requested City Council approve the vacation action per Idaho Code Section 50-1306, and to vacate the property to the applicant Greenstone-Kootenai II, Inc.

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

MOTION: Motion by Gookin, seconded by Miller, to dispense with the rule and read **Council Bill No. 21-1015** once by title only.

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

MOTION: Motion by Gookin, seconded by English, to adopt **Council Bill No. 21-1015**.

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

RECESS: Motion by Wood, seconded by Gookin, to recess to June 30, 2021, at 12:00 p.m. in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding the Fiscal Year 2021-2022 Budget. **Motion carried.**

The meeting adjourned at 6:33 p.m.

Steve Widmyer, Mayor

ATTEST:

Sherrie L. Badertscher,
Executive Assistant

DRAFT

June 21, 2021
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Woody McEvers, Chairperson
Council Member Kiki Miller
Council Member Dan Gookin

STAFF

Randy Adams, Chief Deputy City Attorney
Troy Tymesen, City Administrator
Mike Becker, Capital Program Manager
Vonnie Jensen, Comptroller
Melissa Tosi, Human Resources Director
Sherrie Badertscher, Executive Assistant

Item 1. Approve Amendments to Wastewater Sewer Policy 708, Defining Inspection and Approval Standards for All New Wastewater System Improvements Owned, Operated, and Maintained by the City of Coeur d'Alene.

(Consent)

Capital Program Manager Mike Becker explained that since 1998, the City of Coeur d'Alene (City) has provided developers, builders, contractors, architects and engineers with policies which impose the minimum standards and expectations required for all newly installed public wastewater infrastructure to be turned over to the City. He stated these policies were last updated on November 2020, by Resolution No. 20-064, and are intended to augment the City's latest Standard Drawings and Requirements and the City's Municipal Code.

Mr. Becker said Sewer Policy 708 defines the procedures for the review, inspection and approval of public sewer infrastructure that is designed and constructed by others. He stated last fall, Policy 708 was updated, but apparently not specific enough as City crews have had to make numerous repeated inspection and CCTV (video of lines) inspection trips resulting from inconsistent and careless construction practices, material omissions, poor scheduling and/or a complete lack of quality control from area contractors for example, debris left in pipes or flushed down the line. He said this update places more provisions on the contractor to have projects clean and ready for inspections before City crews arrive onsite.

Mr. Becker explained that beyond reducing operation and maintenance (O&M) costs associated with repeated inspection trips, the policy does not financially impact the City. It will however, benefit the contractor/design community by avoiding building permit delays by providing a concise schedule of the Wastewater Department's required inspections and CCTV inspections. He stated these policies have been reviewed by the City's Legal Department and, if adopted via resolution, would replace Policy 708, which was currently published on the City's website.

Mr. Becker requested Council adopt the amendments to Wastewater Sewer Policy 708, by resolution, defining inspection and approval standards for all new wastewater system improvements infrastructure that are, or are intended to be, owned, operated and maintained by the City and the Wastewater Department. He requested the items be presented on consent.

Councilmember Gookin asked which policy items were changed since there were no redlines on the provided document. Mr. Becker stated most of the policy had been revised in Policy 708, Policy Statement; Required Inspections. Mr. Gookin asked how the changes were received and what the financial impacts to contractors were, with Mr. Becker stating they have not voiced opposition and there were no penalty fees proposed at this time. Mr. Becker stated it continues to be the contractor's responsibility to make sure lines are clear before the inspection is approved, and the Department uses a before and after video of the lines to ensure they are clear before an inspector approves the work. Councilmember McEvers asked how the project engineers feel about the proposed changes, with Mr. Becker stating the engineers felt it was the contractor's responsibility to ensure the lines were clean prior to inspection. Councilmember McEvers asked if there was a fine involved for reinspection, with Mr. Becker explaining they have researched adding a reinspection fee, yet it was difficult to have a single fee that fit all circumstances and determine a definitive hard cost for repeated inspection trips. Mr. Becker said the policy amendments now outline the inspection process in the policy.

MOTION: by Miller, seconded by Gookin, to recommend Council Approve Amendments to Wastewater Sewer Policy 708, Defining Inspection and Approval Standards for All New Wastewater System Improvements Owned, Operated, and Maintained by the City of Coeur d'Alene. Motion Carried.

Item 2. Accept the Bid and Approve the Award of a Contract to Petra, Inc., for the New Collections Building Project in the Amount of \$1,787,900.

(Agenda)

Capital Program Manager Mike Becker stated presently, the City of Coeur d'Alene's (City) Sewer Collections Division houses their wastewater apparatus vehicles, offices, and crew quarters next to the Wastewater Department's (Department) administration building at the treatment plant. Last fall, City Council approved, by Resolution No. 20-053, designing a new building to be constructed within the vacant area adjacent, and south of the compost facility on City property. Once completed, the Sewer Collections Division would relocate there. This fall, under another separate project bid, the Department's current collections building is scheduled for remodel to accommodate the relocation of the Department's Treatment Plant Operations Center.

Mr. Becker said the Sewer Collections is responsible for miles of wastewater lines, they move the material from the source to the treatment plant. He went over a PowerPoint presentation which showed the current building, and the proposed new location at the compost site, with room for future expansion. The new location would also house a backup generator. He went over the proposed site plan and mentioned the location has a second ingress/egress point. He stated the compost site was conveniently located in the City.

Mr. Becker stated after securing a building permit, the City sent the project out to bid on May 14, and on June 15, the City received three (3) bids. The following is a breakdown of the bids received for the project:

Bidder	Lump Sum Bid	Add Alt #1
<i>Petra, Inc. Meridian, Idaho</i>	<i>\$ 1,779,000</i>	<i>\$ 8,900</i>
TML Construction, Inc. Hayden, Idaho	\$ 1,832,000	\$ 7,000
Apollo, Inc. Kennewick, Washington	\$ 2,364,000	\$ 8,800
Architect's Estimate (03/31/2020)	\$ 1,755,725	

Mr. Becker stated the responsive and apparent low bidder was Petra, Inc., of Meridian, Idaho.

Mr. Becker explained this was a planned multi-year project and the Department has budget authority for the project in account #031-022-4354-7300 in FY 2020-2021, and have budgeted accordingly in the FY 2021-2022 budget. He noted Add Alternative #1 (heated rain gutters) was recommended at this time.

Mr. Becker stated this was the first time the Department has worked with Petra, Inc., and they were in good standing with the Idaho Secretary of State and presently hold a current Public Works license. Their list of subcontractors are local contractors who have successfully completed multiple previous projects to the City's satisfaction. The Department finds their bid proposal complete and in order.

Mr. Becker requested Council accept the base bid and Add Alternative #1, and award a contract to Petra, Inc., for the New Collections Building Project in the amount of \$1,787,900.

Councilmember Miller asked about the budget and how was it managed for multi-year projects with unknown building material price increases, with Mr. Becker responding they included the architects contingency factor in projects to help with the estimated costs. Councilmember Gookin asked what would be done with the old building. Mr. Becker stated they would be removing the overhead doors and stripping it down and there were plans to move the Treatment Plant Operations Center to the former Collections Building location. Councilmember McEvers asked which architect firm was used, and what the square footage of the proposed building was, with Mr. Becker stating Scott Fischer of Architects West was the architect, and he was not sure of the square footage and would need to get back to Council with the actual number.

MOTION: by Gookin, seconded by Miller, to recommend that Council Accept the Bid and Approve the Award of a Contract to Petra, Inc., for the New Collections Building Project in the Amount of \$1,787,900. Motion Carried.

Item 3. Approval of a Three-Year Engagement Agreement with Anderson Bros., CPA's, P.A., to Provide Audit Services for Fiscal Years 2020-2021, 2021-2022, 2022-2023.

(Consent)

Comptroller Vonnie Jensen stated the City of Coeur d'Alene (City) conducts an annual audit to comply with Idaho State Statutes and the National Recognized Municipal Securities Information Repositories (NRMSIRs). She said Anderson Bros. performed the 2019-2020 audit for \$35,850, and are keeping the fee the same for the 2020-2021 fiscal year. The 2021-2022 audit would be an increase of less than 1% (\$300), and the 2022-2023 increase would be a 1.1% increase (\$400). The only other quote received from the four (4) audit firms that were asked for quotes came from Magnuson, McHugh & Company, P.A. Their quote was \$7,300 higher over the course of three years - \$37,500, \$38,600, and \$39,750.

Ms. Jensen stated the personnel that will be conducting the audit have over 51 years of combined governmental accounting and auditing experience, as well as experience performing A-133 single audits and are offering their services at a very reasonable cost. She stated they were very professional, knowledgeable, and affordable.

Ms. Jensen requested Council enter into a three-year engagement agreement with Anderson Bros., CPA's, P.A., accounting firm to conduct the 2020-2021, 2021-2022, and 2022-2023 fiscal year audits at a cost of \$35,850, \$36,150, and \$36,550 respectively.

Councilmember Miller asked if it was normal to use the same company multiple times to provide auditing services, with Ms. Jensen answering it was. Councilmember Gookin stated he liked that the auditing services project was sent out to bid.

MOTION: by Gookin, seconded by Miller, to recommend that Council Approve the Three-Year Engagement Agreement with Anderson Bros., CPA's, P.A., to Provide Audit Services for Fiscal Years 2020-2021, 2021-2022, 2022-2023. Motion Carried.

Item 4. **PRESENTATION** – Human Resources Department

Human Resources (HR) Director Melissa Tosi explained the Mission Statement of the Human Resources Department was to provide guidance on policy and procedure assuring compliance, consistency and excellent customer service. She stated HR serves as a resource for employees as they move through their career, from beginning to retirement, with their ever-changing needs.

- The HR Team Consists of Three (3) Employees:
 - Melissa Tosi, HR Director
 - Darci Todd, HR Specialist
 - Anne Boisvert, HR Specialist (FTE position added in 2019).
- HR Supports 408 Employees in 15 City Departments.
- HR Overview of Responsibilities:
 - Recruitment and Selection
 - Classification and Compensation

- Employee Benefits & Wellness
- Policies and Procedures
- Training & Development - ThinkZoom/EAP program (Employee Assistance Program)
- Risk Management and Worker's Compensation
- General Employee Information
- Day to Day Surprises!
- Recent Accomplishments Were Discussed.

Councilmember Gookin asked if the turnover rate was similar in comparison to other cities, with Ms. Tosi stating it was much lower at the City. Councilmember McEvers asked if the turnover rate included retirements, with Ms. Tosi stating the numbers show those who left City employment and would be a little higher if retirees were added. Councilmember Miller asked if the HR policies are scheduled for review/update or if they are updated as needed, with Ms. Tosi responding they are updated as needed. Councilmember Miller asked if evaluations were done on all employees including department heads, benefitted, and non-benefitted employees. Ms. Tosi stated non-benefitted employees are not required to have an evaluation, but sometimes they are done. Councilmember Miller asked about the Employee Assistance Program (EAP) and asked if the service was outsourced, with Ms. Tosi responding that Reliant Behavior Health was contracted by the City and provides the service to the employees. Councilmember McEvers asked if new policies were developed in regards to COVID-19, with Ms. Tosi stating most of the COVID-19 policies were new and included a sunset date.

The meeting adjourned at 12:49 p.m.

Respectfully submitted,
[Sherrie L. Badertscher](#)
Executive Assistant

DATE: JUNE 14, 2021
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: JULY 20, 2021

Mayor Widmyer,

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.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-2-21	Applicant: Eugene & Nancy Haag Living Trust Location: 2248 E. Stanley Hill Road Request: A proposed zone change from Ag Suburban to R-3	Recommended approval	LEGISLATIVE

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **July 20, 2021**

CITY COUNCIL STAFF REPORT

DATE: July 6, 2021
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-21-03, Shadow Wood Estates 3rd Addition: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot residential subdivision.

HISTORY

- a. Applicant: Donald Brian Rikard and Sally Kay Rikard
3575 Shadow Court
Coeur d'Alene, ID 83815
- b. Location: 3575 Shadow Court (South side of Cul-de-sac on Shadow Court).
- c. Previous Action:
 1. Preliminary plat approval, May 11, 2021

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-plat of Lot 3 Block 1, Shadow Wood Estates 1st Addition located in Coeur d'Alene. This subdivision created two (2) lots. The infrastructure has been previously installed and accepted by the appropriate departments. There were two conditions that will be taken care of during the building permit process; therefore, the document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

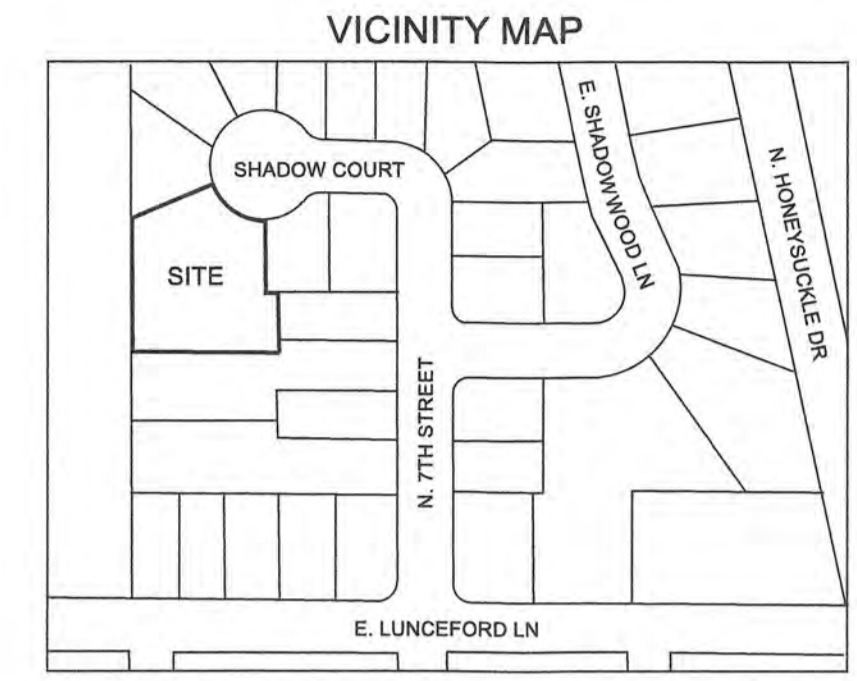
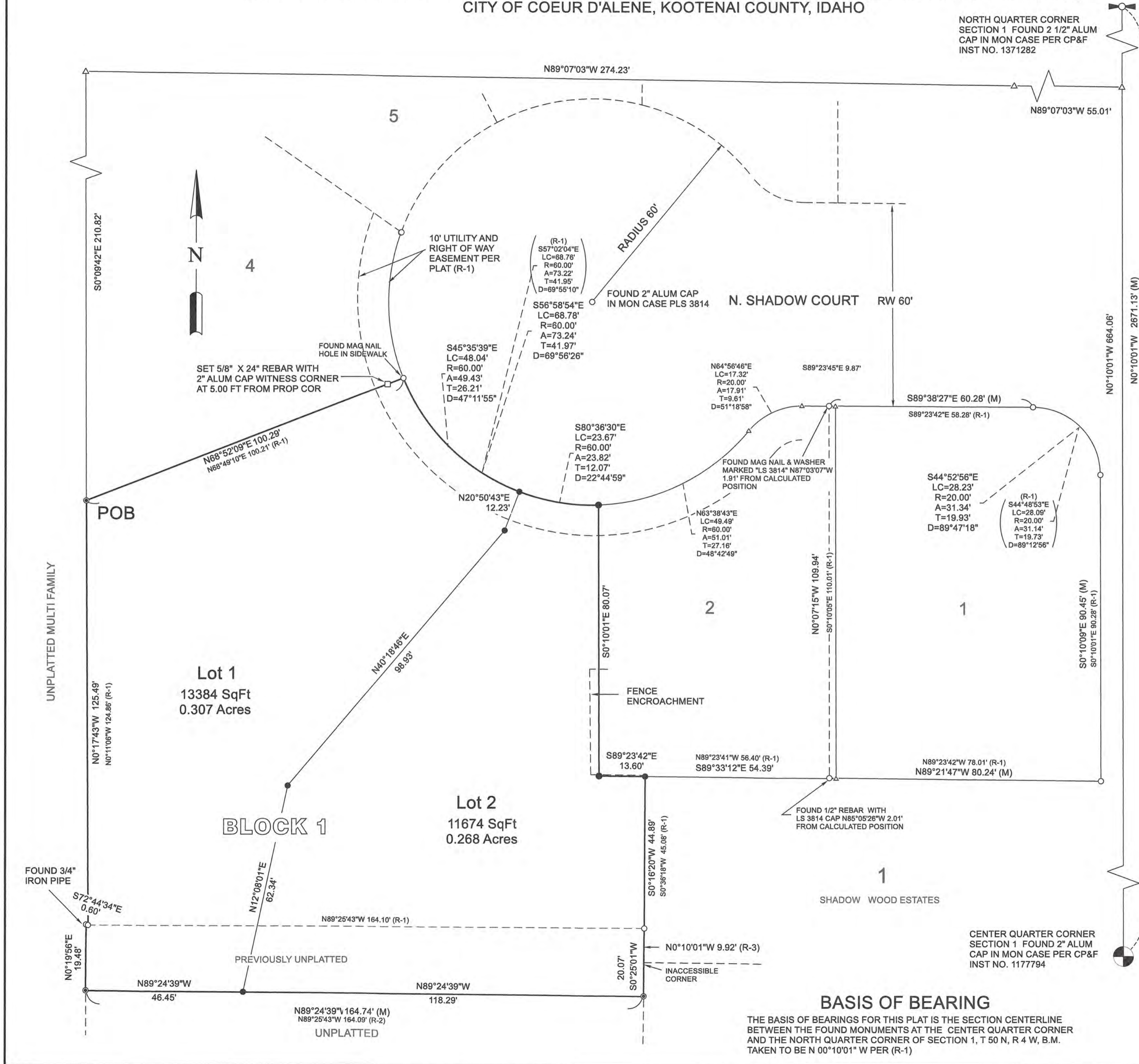
City Council approval of the final plat document

SHADOW WOOD ESTATES 3RD ADDITION

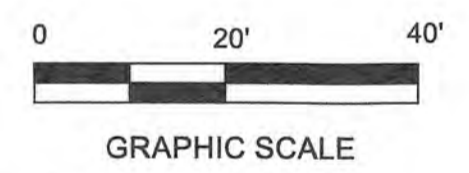
A REPLAT OF LOT 3 BLOCK 1 SHADOW WOOD ESTATES 1ST ADDITION RECORDED AT BOOK I OF PLATS PAGE 78 AND A PORTION OF THE NW QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____

INSTRUMENT # _____



LEGEND	
△	Calculated Point Nothing Found or Set
○	Found 5/8" Rebar with Durtschi 3814 Cap Except as Noted
●	Set 5/8" x 24" Rebar with "PLS 14220" Cap
⊙	Found 1/2" Rebar with LS 3814 Cap Replaced with 5/8" x 24" Rebar with PLS 14220 Yellow Plastic Cap
POB	Point of Beginning
⊙	Center Quarter Corner
⊙	Section Quarter Corner
□	Set 5/8" x 24" Rebar with 2" Alum Cap Witness Corner



- REFERENCES**
- (R-1) PLAT OF SHADOW WOOD ESTATES 1ST ADDITION BY PLS 3814, RECORDED AT BOOK I PAGE 78, AUGUST 1998.
 - (R-2) RECORD OF SURVEY BY PLS 3814 RECORDED AT BOOK 21, PAGE 460, DECEMBER 2002.
 - (R-3) PLAT OF SHADOW WOOD ESTATES BY PLS 3814 RECORDED AT BOOK G PAGE 445, APRIL 1997

SURVEYORS NARRATIVE

MONUMENTS WERE FOUND ON THE SOUTHEAST, SOUTHWEST AND NORTHWEST CORNERS OF LOT 3 (SHADOW WOOD 1ST ADD). THE MONUMENTS FOR THE EAST LINE OF LOT 2 WERE FOUND APPROX 1.9 FEET WEST OF CALCULATED POSITIONS. THE MONUMENTS ON THE EAST SIDE OF LOT 1 WERE FOUND IN THE APPROXIMATE CALCULATED POSITIONS. IT WAS DETERMINED THAT THE EAST CORNERS OF LOT 2 WERE SET ERRONEOUSLY AND THE NORTHEAST CORNERS OF LOT 3 WERE RESET ACCORDING TO PLAT CALCULATIONS. THE OWNER OF LOT 2 SHADOW WOOD 1ST ADDITION WAS MADE AWARE OF THE SITUATION BY THE PLAT OWNER.



NORTH ENGINEERING & SURVEYING P.L.L.C.
 P.O. BOX 2486
 HAYDEN, ID 83835
 (208) 755-6255

SHEET 1 OF 2

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION CENTERLINE BETWEEN THE FOUND MONUMENTS AT THE CENTER QUARTER CORNER AND THE NORTH QUARTER CORNER OF SECTION 1, T 50 N, R 4 W, B.M. TAKEN TO BE N 00°10'01" W PER (R-1)

SHADOW WOOD ESTATES 3RD ADDITION

A REPLAT OF LOT 3 BLOCK 1 SHADOW WOOD ESTATES 1ST ADDITION RECORDED AT BOOK I OF PLATS PAGE 78
AND A PORTION OF THE NW QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____

INSTRUMENT # _____

OWNER'S CERTIFICATE

BE IT KNOWN BY ALL PRESENT THAT DONALD BRIAN RIKARD AND SALLY KAY RIKARD ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREIN AND INTEND TO INCLUDE THE SAME TO BE KNOWN AS SHADOW WOOD ESTATES 3RD ADDITION, BEING LOT 3 BLOCK 1 SHADOW WOOD ESTATES 1ST ADDITION, RECORDED AT BOOK I OF PLATS, PAGE 78, KOOTENAI COUNTY RECORDS, AND ALSO A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 50 N, RANGE 4 W, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 1 FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 1 BEARS NORTH 00° 10' 01" WEST, A DISTANCE OF 2671.13 FEET;

THENCE NORTH 00° 10' 01" WEST, FOR A DISTANCE OF 664.06 FEET;

THENCE NORTH 89° 07' 03" WEST, FOR A DISTANCE OF 55.01 FEET TO THE NORTHEAST CORNER OF SAID SHADOW WOOD ESTATES 1ST ADDITION;

THENCE NORTH 89° 07' 03" WEST ALONG THE NORTHERLY LINE OF SAID SHADOW WOOD ESTATES 1ST ADDITION, FOR A DISTANCE OF 274.23 FEET;

THENCE SOUTH 00° 09' 42" EAST ALONG THE WEST LINE OF SAID SHADOW WOOD ESTATES 1ST ADDITION, FOR A DISTANCE OF 210.82 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 BLOCK 1 OF SHADOW WOOD ESTATES 1ST ADDITION, BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE NORTH 68° 52' 09" EAST, A DISTANCE OF 100.29 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 69° 56' 26" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 56° 58' 54" EAST 68.78 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 73.24 FEET TO A POINT;

THENCE SOUTH 00° 10' 05" EAST, A DISTANCE OF 80.07 FEET;

THENCE SOUTH 89° 23' 42" EAST, FOR A DISTANCE OF 13.60 FEET;

THENCE SOUTH 00° 16' 20" WEST, FOR A DISTANCE OF 44.89 FEET;

THENCE SOUTH 00° 25' 01" WEST, FOR A DISTANCE OF 20.07 FEET;

THENCE NORTH 89° 24' 39" WEST, FOR A DISTANCE OF 164.74 FEET;

THENCE NORTH 00° 19' 56" EAST, FOR A DISTANCE OF 19.48 FEET;

THENCE SOUTH 72° 44' 34" EAST, FOR A DISTANCE OF 0.60 FEET;

THENCE NORTH 00° 17' 43" WEST, FOR A DISTANCE OF 125.49 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND, SAID PARCEL BEING 13545.42 SQFT OR 0.311 ACRES MORE OR LESS.

TOGETHER WITH AND SUBJECT TO RIGHT OF WAYS, EASEMENTS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD OR IN VIEW.

BE IT FURTHER KNOWN THAT:

- 1) WATER SERVICE SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.
- 2) SEWER SERVICE SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.
- 3) THE LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATIONS AND CONDITIONS OF SHADOW WOOD ESTATES 1ST ADDITION.

Donald Brian Rikard 6/11/2021
DONALD BRIAN RIKARD DATE

Sally Kay Rikard 6-11-2021
SALLY KAY RIKARD DATE

PANHANDLE HEALTH DISTRICT I

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATED THIS 14th DAY OF June, 2021

Jay Ireland
PANHANDLE HEALTH DISTRICT I

CITY OF COEUR D'ALENE CERTIFICATE

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

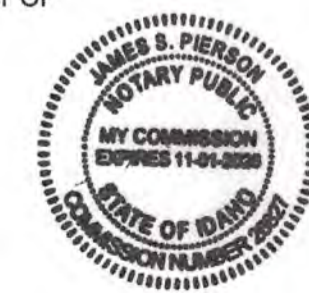
DATED THIS _____ DAY OF _____, 20____

CLERK
Cheryl W. Busby PE# 10804
CITY ENGINEER

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO } s.s.
COUNTY OF KOOTENAI
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 11th DAY OF June IN THE YEAR 2021

DONALD BRIAN RIKARD
SALLY KAY RIKARD
James S. Pierson
NOTARY PUBLIC FOR THE STATE OF IDAHO
MY COMMISSION EXPIRES ON 11-01-26



COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS RECORDED IN THE KOOTENAI COUNTY, IDAHO, RECORDER'S OFFICE AT THE REQUEST OF NORTH ENGINEERING AND SURVEYING

THIS _____ DAY OF _____, 20____

AT _____ MINUTES PAST _____ O'CLOCK ____ M

AND DULY RECORDED IN PLAT BOOK _____, AT PAGE(S) _____

INSTRUMENT # _____ FEE _____

KOOTENAI COUNTY, RECORDER

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE HAVE BEEN PAID

THROUGH 31, December 2020

THIS 11 DAY OF June 2021

Mary Bidwell
KOOTENAI COUNTY, TREASURER, Deputy Treasurer

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND APPROVE THE SAME FOR RECORDING.

THIS _____ DAY OF _____, 2021

KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

I, STEPHEN J. MCCABE, PLS 14220, DO HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF SHADOW WOOD ESTATES 3RD ADDITION, AS DESCRIBED IN THE CERTIFICATE OF OWNERS, WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



**NORTH ENGINEERING
& SURVEYING P.L.L.C.**
(208) 755-6255 SHEET
P.O. BOX 2486 2 OF 2
HAYDEN, IDAHO 83835

RESOLUTION NO. 21-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: AMENDMENT NO. 1 TO THE AGREEMENT WITH ST. VINCENT DE PAUL OF NORTH IDAHO FOR EMERGENCY HOMELESS SHELTERING TO EXTEND THE AGREEMENT AND REDUCE THE DOLLAR AMOUNT, AND ENTER INTO A NEW AGREEMENT USING A PORTION OF THE REMAINING FUNDS FOR AN ENTRY DOOR PROJECT, THROUGH CDBG-CV FUNDS; A CONTRACT WITH K&N ELECTRIC FOR THE REPAIR AND REBUILD OF THE TRICKLING FILTER PUMP #3 IN THE AMOUNT OF \$99,896.00 FOR THE WASTEWATER DEPARTMENT; AN AMENDMENT TO WASTEWATER SEWER POLICY #708, DEFINING INSPECTION AND APPROVAL STANDARDS FOR ALL NEW WASTEWATER SYSTEM IMPROVEMENTS OWNED, OPERATED, AND MAINTAINED BY THE CITY OF COEUR D'ALENE; AND A THREE-YEAR ENGAGEMENT AGREEMENT WITH ANDERSON BROS., CPA'S, P.A., TO PROVIDE AUDIT SERVICES FOR FISCAL YEARS 2020-21, 2021-22, AND 2022-23.

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

- A) Amendment No. 1 to the Agreement with St. Vincent De Paul of North Idaho for emergency homeless sheltering to extend the Agreement and reduce the dollar amount, and enter into a new agreement using a portion of the remaining funds for an entry door project, through CDBG-CV funds
- B) A contract with K&N Electric for the repair and rebuild of the trickling filter pump #3 in the amount of \$99,896.00 for the Wastewater Department;
- C) An Amendment to Wastewater Sewer Policy #708, Defining Inspection and Approval Standards for all new Wastewater System Improvements Owned, Operated, and Maintained by the City of Coeur d'Alene; and
- D) A three-year Engagement Agreement with Anderson Bros., CPA's, P.A., to provide audit services for fiscal years 2020-21, 2021-22, and 2022-23; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements and take the other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" through "D" and incorporated herein by

reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and the other actions, so long as the substance of the agreements and the other actions remains intact.

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

DATED this 6th day of July, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

**AMENDMENT 1
TO THE
AGREEMENT FOR CDBG GRANT FUNDS FOR CDAIDE**

WHEREAS, the City of Coeur d'Alene and St. Vincent De Paul North Idaho, an Idaho non-profit corporation, entered into an Agreement for CDBG Grant Funds concerning a Community Opportunity Grant on October 21, 2020, for the purpose of rendering public service grant award related funds received under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development (HUD) for housing and community development needs (hereinafter the "Agreement"); and

WHEREAS, the City of Coeur d'Alene desires to extend the existing effective date and time of performance of the Agreement from April 30, 2021 through December 31, 2021. The grant amount awarded will also be adjusted from \$24,000 to a total of \$6,951.80 for emergency sheltering due to COVID-19. \$1,951.80 has been spent down to date, leaving \$5,000 remaining.

NOW, THEREFORE, the parties mutually agree to amend the Agreement as follows:

1. Section 2 EFFECTIVE DATE AND TIME OF PERFORMANCE:

This Amendment extends the deadline for grant draw down. It shall take effect on April 30, 2021, and shall end on December 31, 2021.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Amendment to be executed by the Mayor, and St. Vincent De Paul North Idaho has caused the same to be executed.

DATED this 23rd day of April, 2021.

CITY OF COEUR D'ALENE

ST. VINCENT DE PAUL NORTH IDAHO

By _____
Steve Widmyer, Mayor
City of Coeur d'Alene

By  _____
Larry Riley, Executive Director
St. Vincent De Paul North Idaho

**AGREEMENT FOR CDBG-CV GRANT FUNDS FOR
St. Vincent de Paul North Idaho CARES Act Entry Doors**

CDBG PROGRAM YEAR: FY20 CDBG-CV
CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and St. Vincent De Paul North Idaho, an Idaho non-profit corporation, whose mailing address is 201 East Harrison, Coeur d'Alene, ID 83814, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Larry Riley, Executive Director. The key contact for the CITY is Chelsea Nesbit, the CITY'S CDBG Grant Administrator.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant for CDBG COVID-19 (CDBG-CV) funds under the CARES Act. The funds will be distributed through the City's existing Community Development Block Grant Program, identified as Grant No. B-18-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant, the CITY is awarding Ten Thousand Five-Hundred Seven and 00/100 dollars (\$10,507) to the Subrecipient to install new entry doors in response to COVID-19. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The Subrecipient certifies that the activity/activities carried out under this Agreement will meet the National Objective to serve low-to-moderate income persons. The project entails installation of magnetic locking doors that will allow for controlling the flow of traffic, ensure social distancing protocols can be met, and ensure proper cleaning to prevent the spread of COVID-19.

2. Effective Date and Time of Performance. This Agreement shall take effect on execution of this agreement. The costs incurred prior to the agreement are eligible for reimbursement based on guidance from HUD related to the use of CDBG-CV funds to respond to urgent needs from COVID-19. The Agreement shall end on December 31, 2021. The term of this agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed Ten Thousand Five Hundred Seven and 00/100 dollars (\$10,507) referred to herein as the "grant funds." In the event activity costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient is responsible for providing the management resources, staff, and office

supplies needed for the project.

Applicants agree to repay all duplicative assistance to the agency providing that Federal assistance. Duplication of Benefit occurs when a beneficiary receives assistance from multiple sources for a total amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of need.

4. Budget. The Budget, as set forth in Attachment B attached hereto, shall be adhered to unless otherwise amended in writing, signed by both the Subrecipient and the CITY. Subrecipient will immediately repay to the CITY any amount of the grant funds that the CITY determines has been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

5. Program Income. The Subrecipient shall report all program income (as defined in 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Program income is treated the same as the grant funds and is therefore subject to this Agreement and all the applicable federal regulations. The Subrecipient is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.

6. Payments. The CITY will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and CITY policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient and in no case will it exceed actual cash requirements. Payments will be adjusted for any program income earned under this Agreement.

The Subrecipient shall submit a request for reimbursement of actual eligible expenses, which request shall be numbered and dated. The request shall at a minimum include the project name, name of the Subrecipient, and address to which payment is to be made, and detail the itemized costs by budget category. All requests shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. A Progress report must be submitted with the pay request.

The request should be submitted to the CITY'S CDBG Grant Administrator, Attn: Chelsea Nesbit, at City of Coeur d'Alene, Attn: Planning Department, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

7. Insurance. The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, comprehensive general liability insurance, and automobile insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of Five hundred thousand and no/100 dollars (\$500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

8. Grant Program Requirements. This Agreement and the project are governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383, and the implementing regulations at 24 CFR Part 570. The Subrecipient shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. The Subrecipient shall comply with all state, local, and federal laws and regulations that pertain to the program and the CDBG grant program and funds, including the CARE Act and use of CDBG-CV funds.

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *No additional environmental requirements.*

10. Real Property Acquisition, Relocation, and Disposal. The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable CITY ordinances, resolutions, and policies concerning the displacement of persons from their residence.

11. Procurement Standards and Methods. The Subrecipient shall use procurement and purchasing standards that are in compliance with state law. Generally, procurement of items or services must follow the Procurement of Personal Property and Services Policy adopted by the CITY. The CITY'S Grant Administrator can provide technical assistance for procurement.

12. Termination of Agreement. The CITY may at any time terminate this Agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up to the date of the termination. If the CITY terminates this Agreement for cause, the CITY will not make any payments for work completed in violation of this Agreement. If for any reason the Agreement is terminated, the Subrecipient agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to the Subrecipient or the Subrecipient's clients for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Financial and Progress Reports. The Subrecipient shall submit financial reports and receipts that detail costs incurred by line item as described in the project budget, Attachment B. The Subrecipient agrees to submit program performance reports in the form, content, and frequency as required by the CITY, and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD or otherwise. A detailed written final report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CITY'S Grant Administrator at the conclusion of the program, Attachments A, D, and E.

The Subrecipient shall report all program income generated by activities carried out with CDBG funds made available under this Agreement. The Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand, as provided by 24 CFR 570.504.

All required reports (Attachment C) shall be submitted to the CITY'S CDBG Grant Administrator, Attn: Chelsea Nesbit, at City of Coeur d'Alene, Attn: Planning Department, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

14. Record Keeping. The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred.

Subrecipient shall keep records sufficient to document purchases that are in accordance with procurement policies and track assets. Any real property acquisition activities shall be documented as required by the Acquisition and Relocation requirements of the grant program. Records of compliance with any environmental requirements shall be maintained. Other records required documenting activities undertaken, eligibility, and that a national objective has been met, shall also be maintained.

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services, which shall include but not be limited to client name, address, and income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form on a semester basis as part of the progress report.

Client information collected under this Agreement is private and the use or disclosure of such information is prohibited when not directly related to the CITY's or Subrecipient's responsibilities with respect to services under this Agreement unless written consent is first obtained from the client.

16. Amendments to this Grant Agreement. The Subrecipient understands and agrees that no change shall be made to the nature or purpose of the project and this Agreement, and that no changes shall be made in the budget (Attachment B), the Scope of Work (Attachment A), or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations, or law.

17. Subcontracts. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the CITY prior to the execution of such subcontract. These subcontracts shall contain, and be subject to, all the requirements of this Agreement. In addition, prior to execution of any amendments to subcontracts, written consent by the CITY is required. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

18. Audit and Monitoring. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, to audit, examine, and make excerpts or transcripts of all relevant data.

The Subrecipient shall provide the CITY with an annual agency audit in accordance with OMB Circular A-133 and the Single Audit Act of 1984. The audit shall be completed by a certified public accountant during the regular annual audit cycle. The Subrecipient shall provide annual audits through the last fiscal year grant funds are expended.

19. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

20. Recognition. The CITY and the Subrecipient agree that appropriate information shall be given to recipients of the CDBG Entitlement Program that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. The Subrecipient shall include a reference to the support provided herein in all publications made possible with CDBG funds under this Agreement.

21. Severability. The provisions of this Agreement are severable. In the event any provision is determined to be void or unenforceable for any reason, such determination shall not affect the enforceability of the remaining provisions.

22. Hold Harmless. The Subrecipient shall hold harmless, defend, and indemnify the CITY and its representatives from any and all claims, actions, suits, charges, and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect, or misconduct of the Subrecipient that may arise out of or which is in any way related to this Agreement.

23. Independent Contractor. The parties acknowledge and agree that no employer-employee relationship is established between the Subrecipient and the CITY by the terms of this Agreement or any act, statement, or representation by either. It is understood by the parties hereto that the Subrecipient is an independent contractor and shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees, insurance, worker's compensation coverage, and unemployment insurance, and shall prepare and be responsible for FICA and tax filings.

24. Closeout. The Subrecipient's obligation to the CITY shall not end until all closeout requirements are completed. Closeout activities shall include, but are not limited to, making final payments, disposing of program assets, and determining the custodianship of records, completion of required

reporting, and determination that the project National Objective has been met.

25. Labor Standards. The Subrecipient agrees to comply with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

26. Copyrights. If this Agreement results in any copyrightable materials or inventions, the CITY reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

27. Religious and Lobbying Activities. The Subrecipient certifies that no federal funds have been paid or will be paid to any person for the purpose of influencing any official, employee of any agency, or Member of Congress in the connection with the awarding of any federal contract or agreement. If other funds have been or will be so used, the Subrecipient certifies it has followed the proper procedures and submitted the Disclosure Form to Report Lobbying.

The Subrecipient certifies that no funds provided by this Agreement shall be used for political activities, lobbying, political patronage, or nepotism.

The Subrecipient further agrees that funds provided under this Agreement will not be used for religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

28. Section 3. The Subrecipient shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and strive to select services or contractors that reside or have their business locations in the CITY. This will meet the Section 3 requirements that, to the greatest extent feasible, opportunities for training and employment be given to low and very low income residents of the project area and that contracts for work in connection with this project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the area in which the project is located.

29. Anti-Discrimination. The Subrecipient shall not discriminate in the provision of its services, hiring practices, or procurement on any of the following bases: Race, Color, National Origin, Family Status, Sex, Handicap Condition, or Religion. The Subrecipient agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of the CITY, and the Subrecipient has caused this Agreement to be executed this

____ day of _____ 2021.

CITY of Coeur d'Alene

Dated: _____

Dated: 6-30-21

By: _____

By: Larry Riley

Steve Widmyer, Mayor

Larry Riley, Executive Director

City of Coeur d'Alene, Idaho

St. Vincent de Paul North Idaho

ATTEST:

By: _____

Renata McLeod

Its: City Clerk

Attachment A
**Grant Agreement between CITY of Coeur d'Alene and
St. Vincent de Paul North Idaho**

Summary of the Project Activities

This project will help facilitate the installation of magnetic locking doors that will allow for controlling the flow of traffic, ensure social distancing protocols can be met, and ensure proper cleaning to prevent the spread of COVID-19.

Scope of Services

- A total of \$10,507,000 will be used to help facilitate the installation of magnetic locking doors. Total cost of project bid at \$13,385.
- IHFA committed to contribute \$2,878 (21%) of their CV funds to the project

Benefits

Installing the new locking doors will ensure proper social distancing, cleaning and help to prevent the spread of COVID-19 to both employees of St. Vincent De Paul as well as those seeking services within their facility.

Schedule

Funds will be reimbursed to St. Vincent De Paul according to the contract under paragraph 6. Payments. The CITY will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and CITY policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient and in no case will it exceed actual cash requirements. Payments will be adjusted for any program income earned under this Agreement.

The Subrecipient shall submit a request for reimbursement of actual eligible expenses, which request shall be numbered and dated. The request shall at a minimum include the project name, name of the Subrecipient, and address to which payment is to be made, and detail the itemized costs by budget category. All requests shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. A Progress report must be submitted with the pay request.

Attachment B
Project Budget

Grant Agreement between CITY of Coeur d'Alene and St. Vincent de Paul North Idaho

Budget Item	CDBG	Other	Total Project Costs
Installation of new entry doors			
Total	\$ 10,507	\$ 0	\$ 10,507

St. Vincent De Paul North Idaho will submit detailed, itemized invoices to the CITY'S CDBG Grant Administrator for review. The invoices shall be dated; shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.

The CITY'S CDBG Grant Administrator will verify the information, process the request, and submit the invoice to the CITY for payment.

The total cost of the project is \$13, 385. IHFA has committed to funding \$2,878 with their CV funds.

Attachment C

Reporting Requirements

The Subrecipient shall provide:

- 1) A recent annual agency audit. Please Attach.
- 2) Client data, collected by St. Vincent de Paul, North Idaho, demonstrating 1) racial demographics of Coeur d'Alene City clientele served, 2) the number of Coeur d'Alene clientele served in the CDBG supported monthly period, 3) verification that Coeur d'Alene clientele served (clientele served must be established to be 51% or more LMI) are low-to-moderate income (LMI)—please provide status indicators and rationale, and 4) average age of Coeur d'Alene clientele served. Please attach written statements or other supporting documentation.
- 3) A completed final report: Attachment D.
- 4) Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Please attach policy or provide a Declarations sheet verifying insurance.
- 5) Subrecipient will submit detailed, itemized invoice(s) to the CITY'S CDBG Grant Administrator for review. The invoice(s) shall be dated, shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.
- 6) Completed demographic and income report for clientele served during CDBG funded project: Attachment E.

Attachment D

Final Report

During the CITY'S CDBG funded timeline of program:

- 1) A) Number of Coeur d'Alene City clientele served in the CDBG supported monthly period:

B) Number of Coeur d'Alene City clientele served with increased access during the CDBG supported period:
- 2) Average age of Coeur d'Alene City clientele served:
- 3) Racial demographics of Coeur d'Alene City clientele served:
- 4) Brief rationale of why >51% of Coeur d'Alene City's clientele receiving program support will benefit from this public facility CDBG-CV project:
- 5) Brief description of public facility CDBG-CV project and its beneficiaries:
- 6) Brief description of program status at the time of the CITY'S CDBG funding:
- 7) Official Reporting:
 - A) Duns #: _____
 - B) EIN #: _____
 - C) Is this a woman owned business (Y/N)? _____
 - D) Is this a minority owned business (Y/N): _____

Attachment E
Demographic & LMI Income Reporting Requirements

Please report for Coeur d’Alene City clientele served in CDBG funded project:

Race	#Total
White	
Hispanic/Latino	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native & Black/African American	
Other Multi-racial	
Total Persons	
Income (Based on HUD’S 2019 Income limits)	# Total
Very Low	
Low	
Moderate	

**CITY COUNCIL
STAFF REPORT**

DATE: July 6, 2021
FROM: Mike Becker, Capital Programs Manager, Wastewater Dept.
SUBJECT: Wastewater Department – Rebuild of Trickling Filter Pump #3

DECISION POINT: Should City Council accept the quote from K&N Electric Motors, Inc. and authorize the City of Coeur d’Alene Wastewater Department (WW) to execute a contract to completely repair and rebuild Trickling Filter Pump #3 for the quoted amount of \$99,896.00?

HISTORY: Originally installed in 1996, the Wastewater Treatment Facility utilizes three (3) Fairbanks Morse K3X2 pumps to convey partially treated wastewater to the top of the Facility’s two (2) trickling filters. These trickling filter (TF) pumps are specialized Vertical Turbine-Solids Handling Pumps designed for wastewater applications. Under normal operations, TF Pumps #1 and #2 run continuously and TF Pump #3 serves as a backup should one fail. Outside of routine maintenance, these pumps have never been replaced or rebuilt.

Recently, TF Pump #3 failed. WW asked our engineering consultant (HDR) to assess the damage and evaluate replacement vs pump rebuild options. It was concluded that the failure is likely the result of normal mechanical wear and that the pump is still in remarkably good condition. Based on this information, WW determined replacing the worn parts and rebuilding TF Pump #3 offers the greatest value when compared to purchasing a new replacement pump.

FINANCIAL ANALYSIS: In compliance with the City’s Purchasing/Procurement Policies, WW solicited three (3) quotes from contractors qualified to work on Fairbanks Morse Pumps. The table below provides a breakdown of their quotes:

Contractor	Quote Amount
K&N Electric Motors, Inc. Spokane, WA	\$ 99,896.00
Kalin Electric and Machinery, Inc. Eugene, OR.	\$110,690.00
Granich Engineered Products, Inc. Seattle, WA	\$130,000.00
New Fairbank Morse Pump Replacement Package	\$228,654.00

CITY COUNCIL STAFF REPORT

The apparent lowest quote is from K&N Electric Motors, Inc., based out of Spokane, Washington, and per recent conversations, they can immediately start ordering parts to rebuild TF Pump #3. WW has the Budget Authority this FY 2020/2021 for this project under Equipment Replacement Accounts #031-058-4351-7210.

PERFORMANCE ANALYSIS: Presently, TF Pumps #1 and #2 remain operational; however, they are the same age as TF Pump #3 (over 25 years old). Should another TF Pump fail without a backup pump, the flow through the trickling filters would be disrupted, upsetting the biological treatment process and potentially violating the City's Discharge Permit. For this reason, WW is seeking immediate contract approval for this project directly from City Council. Additionally, WW has scheduled TF Pumps #1 and #2 into the pump rehabilitation rotation next FY 2021/2022 and have budgeted accordingly.

K&N is an existing vendor with the City and they have worked on other previous WW projects to the Department's satisfaction. WW finds their quote complete and in order.

DECISION POINT/RECOMMENDATION: City Council should accept the quote from K&N Electric Motors, Inc., and authorize the City of Coeur d'Alene Wastewater Department (WW) to execute a contract to completely repair and rebuild Trickling Filter Pump #3 for the quoted amount of \$99,896.

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: JUNE 21, 2021

FROM: MIKE BECKER, CAPITAL PROGRAMS MANAGER

SUBJECT: AMENDMENTS TO WASTEWATER SEWER POLICY 708

DECISION POINT:

Should the Council adopt via resolution amendments to the Wastewater Sewer Policy 708 defining inspection and approval standards for all new wastewater system improvements that are, or are intended to be, owned, operated and maintained by the City of Coeur d'Alene (City) and the Wastewater Department (Department)?

HISTORY:

Since 1998, the City has provided developers, builders, contractors, architects and engineers with policies to impose the minimum standards and expectations required for all newly installed public wastewater infrastructure to be turned over to the City. These policies were last updated on November 2020 (Res. 20-064) and are intended to augment the City's latest Standard Drawings and Requirements and the City's Municipal Code.

Sewer Policy 708 defines the procedures for the review, inspection and approval of public sewer infrastructure that is designed and constructed by others. Last fall, Policy 708 was updated but apparently not specific enough as City crews have had to make numerous repeated inspection and CCTV inspection trips resulting from inconsistent and careless construction practices, material omissions, poor scheduling and/or a complete lack of quality control from area contractors. This update places more provisions on the contractor to have projects clean and ready for inspections before City crews arrive onsite.

FINANCIAL ANALYSIS:

Beyond reducing operation and maintenance (O&M) costs associated with repeated inspection trips, this policy does not financially impact the City. It will however, benefit the contractor/designer community by avoiding building permit delays by providing a concise schedule of the Department's required inspections and CCTV inspections.

PERFORMANCE ANALYSIS:

These policies have been reviewed by the City's Legal Department and, if adopted via resolution, will replace Policy 708 which is already located on the City's Website.

DECISION POINT/RECOMMENDATION:

Council should adopt via resolution amendments to Wastewater Sewer Policy 708, defining inspection and approval standards for all new wastewater system improvements that are, or are intended to be, owned, operated and maintained by the City of Coeur d'Alene and the Wastewater Department.



CITY OF COEUR D'ALENE

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83814-3958
(208)769-2281 FAX (208)769-2338

WASTEWATER DEPARTMENT

765 W. Hubbard Ave.
Coeur d'Alene, ID 83814

Policy #:	Title:	Effective Date:
708	CITY PUBLIC SEWER INFRASTRUCTURE REVIEW, INSPECTION AND APPROVAL	July 6, 2021

PURPOSE

The intent of this policy is to define the procedures for the review, inspection and approval of public sewer infrastructure that is intended to become part of the City of Coeur d'Alene Public Wastewater System.

REFERENCE

This policy will replace and supersede any prior policies that reference the inspection and review requirements for the acceptance of all City public sewer infrastructure by the City of Coeur d'Alene Wastewater Department.

POLICY

I. APPLICABILITY

This policy is applicable to all wastewater facilities (including, but not limited to, piping, manholes, lift stations, pressure & force mains, appurtenances, etc.) that are being designed and constructed, and are, or are intended to be, owned, operated and maintained by the City of Coeur d'Alene Wastewater Department.

II. POLICY STATEMENT

Required Inspections:

- A. Prior to beginning any construction and in conformance with City of Coeur d'Alene Sewer Standard Notes, Developer/Contractor shall install and secure an inflatable plug to prevent debris and foreign material from discharging into the active downstream sewer system. Wastewater Department plug inspection is required. Developer/Contractor must provide forty-eight (48) hours' notice to schedule Wastewater Department inspection.

- B. Prior to paving or hard surface improvements, Developer/Contractor shall:
1. Remove and dispose of all foreign material within sewer system in conformance with City of Coeur d'Alene Sewer Standard Notes and Idaho State Public Works Construction (ISPWC),
 2. Schedule a Wastewater Department pre-pave manhole inspection,
 3. Submit for Wastewater Department's review, a CCTV video of all newly constructed sewer pipes pausing and recording the inside of all sewer lateral connections in conformance with City of Coeur d'Alene Sewer Standard Notes,
 4. Schedule with City Inspectors all required pressure testing in conformance with ISPWC, and
 5. Schedule a Wastewater Department pre-pave Manhole Thicken Collar Inspection.

The Wastewater Department's pre-pave manhole inspection may be scheduled concurrently with the Developer/Contractor's CCTV video inspection. Developer/Contractor must provide forty-eight (48) hours' notice to schedule all Wastewater Department inspections. Wastewater Department approval following all pre-pave inspections is required prior to paving or hard surface improvements.

- C. Post pavement or post hard surface improvements, Developer/Contractor shall:
1. Remove and dispose of all foreign material within sewer system in conformance with City of Coeur d'Alene Sewer Standard Notes and ISPWC, and
 2. Schedule a final CCTV video inspection and post-pave manhole inspection with the Wastewater Department.

Developer/Contractor must provide forty-eight (48) hours' notice to schedule Wastewater Department inspections.

- D. All public sewer infrastructure videos must be reviewed and approved by the Wastewater Department before newly constructed sewer infrastructure will be accepted. Upon Wastewater Department acceptance, inflatable plugs may be removed, and the Wastewater Department will start signing off on building permits.

RESPONSIBLE DEPARTMENT

The City of Coeur d'Alene Wastewater Department shall be charged with the implementation and enforcement of this adopted policy.

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: JUNE 21, 2021

FROM: VONNIE JENSEN, COMPTROLLER, FINANCE DEPARTMENT

SUBJECT: AWARD A THREE YEAR ENGAGEMENT AGREEMENT TO ANDERSON BROS. CPA'S, P.A., TO CONDUCT THE 2020-2021, 2021-2022, AND 2022-2023 FISCAL YEAR AUDITS

DECISION POINT:

Should the City enter into a three-year engagement agreement with the Anderson Bros., CPA's, P.A., accounting firm to conduct the 2020-2021, 2021-2022 and 2022-2023 Fiscal Year audits at a cost of \$35,850, \$36,150 and \$36,550 respectively?

HISTORY:

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

FINANCIAL ANALYSIS:

Anderson Bros. performed the 2019-2020 audit for \$35,850 and are keeping that fee the same for the 2020-2021 fiscal year. The 2021-2022 audit will be an increase of less than 1% (\$300) and the 2022-2023 increase will be 1.1% increase (\$400). The only other quote received from the four audit firms that were asked for quotes came from Magnuson, McHugh & Company, P.A. Their quote was \$7,300 higher over the course of three years - \$37,500, \$38,600 and \$39,750.

PERFORMANCE ANALYSIS:

The personnel that will be conducting this audit have over 51 years of combined governmental accounting and auditing experience, as well as experience performing A-133 single audits and are offering their services at a very reasonable cost.

DECISION POINT/RECOMMENDATION:

Should the City enter into a three-year engagement agreement with the Anderson Bros., CPA's, P.A., accounting firm to conduct the 2020-2021, 2021-2022 and 2022-2023 Fiscal Year audits at a cost of \$35,850, \$36,150 and \$36,550 respectively?



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

AUDIT ENGAGEMENT LETTER

June 29, 2021

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

Dear Honorable Mayor, Council and Management:

We are pleased to confirm our understanding of the services we are to provide the City of Coeur d'Alene for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Coeur d'Alene as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Coeur d'Alene's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Coeur d'Alene's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund
- 3) Notes to the Budget to Actual Schedule
- 4) Police Retirement Trust Fund – Schedule of Net Pension Liability and Contributions
- 5) Police Retirement Trust Fund – Schedule of Changes in net Pension Liability and Related Ratios
- 6) Police Retirement Trust Fund – Schedule of Investment Returns
- 7) Schedule of City's Share of Net Pension Liability and Contributions – PERSI Base Plan
- 8) Schedule of City's Share of Net Pension Liability and Contributions – PERSI FRF Plan

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

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

Audit Objectives

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

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

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

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

Audit Procedures – General

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

specific procedures to detect waste and abuse in financial audits, nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

Audit Procedures – Internal Control

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

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

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

Audit Procedures – Compliance

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

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

Other Services

We will also assist in preparing the following:

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

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

Management Responsibilities

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

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

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on September 30, 2021.

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

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address

significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

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

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

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

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

We expect to begin our audits in October of 2021 and to issue our report no later than March 31, 2022. Toni Hackwith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$35,850. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Very Truly Yours,


Anderson Bros. CPAs

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

OTHER BUSINESS

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: JUNE 21, 2021

FROM: MIKE BECKER, CAPITAL PROGRAMS MANAGER,
WASTEWATER DEPARTMENT

SUBJECT: ACCEPT THE BID AND AWARD A CONTRACT TO PETRA,
INC., FOR THE NEW COLLECTIONS BUILDING

DECISION POINT:

Should City Council accept the base bid and Add Alternative #1 and award a contract to Petra, Inc., for the City of Coeur d'Alene (City) Wastewater Department's (Department) New Collections Building Project in the amount of \$1,787,900.00?

HISTORY:

Presently, the City's Sewer Collections Division houses their wastewater apparatus vehicles, offices, and crew quarters next to the Department's administration building at the treatment plant. Last fall, City Council approved designing a new building to be constructed within the vacant area adjacent, and south of the compost facility on City property (Res. 20-053). Once completed, the Sewer Collections Division would relocate there. This fall under another separate project bid, the Department's current collections building is scheduled for remodel to accommodate the relocation of the Department's Treatment Plant Operations Center.

After securing a building permit, the City sent this project out to bid on May 14, and on June 15, the City received 3 bids.

FINANCIAL ANALYSIS: The following is a breakdown of the bids received for this project:

Bidder	Lump Sum Bid	Add Alt #1
<i>Petra, Inc. Meridian, Idaho</i>	<i>\$ 1,779,000</i>	<i>\$ 8,900</i>
TML Construction, Inc. Hayden, Idaho	\$ 1,832,000	\$ 7,000
Apollo, Inc. Kennewick, Washington	\$ 2,364,000	\$ 8,800
Architect's Estimate (03/31/2020)	\$ 1,755,725	

The responsive and apparent low bidder is Petra, Inc., based out of Meridian, Idaho.

PAGE 2

This is a planned multi-year project and the Department has budget authority for this project under #031-022-4354-7300 this FY 2020/2021, and have budgeted accordingly in the FY 2021/2022 budget. Add Alternative #1 is recommended at this time.

PERFORMANCE ANALYSIS:

This is the first time the Department has worked with Petra, Inc. They are in Good Standing with the Idaho Secretary of State and presently hold a current Public Works License. Their list of subcontractors are local contractors who have successfully completed multiple previous projects to the City's satisfaction. The Department finds their bid proposal complete and in order.

DECISION POINT/RECOMMENDATION:

City Council should accept the base bid and Add Alternative #1, and award a contract to Petra, Inc., for the New Collections Building Project in the amount of \$1,787,900.00.

RESOLUTION NO. 21-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONTRACT WITH PETRA, INC., FOR THE NEW COLLECTIONS BUILDING FOR THE WASTEWATER DEPARTMENT.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into a contract with Petra, Inc., for the New Collections Building pursuant to terms and conditions set forth in the contract, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a contract for the New Collection Building for the Wastewater Department with Petra, Inc., in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract to the extent the substantive provisions of the contract remain intact.

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

DATED this 6th day of July, 2021.

Steve Widmyer, 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 _____.

CONTRACT

THIS Contract is made and entered into this 6th day of July, 2021, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**City**,” and **PETRA, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 1097 N. Rosario St. Meridian, ID 83642, hereinafter referred to as the “**Contractor**.”

WITNESSETH:

WHEREAS, the Contractor has been awarded the contract for the New Collections Building in the City of Coeur d’Alene, according to the contract documents, and plans and specifications on file in the office of the City Clerk of the City, which contract documents, and plans and specifications are entitled:

City of Coeur d’Alene – Wastewater Department - New Collections Building

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements to be made and performed by the City, as hereinafter set forth, the Contractor shall perform all of the work as set forth in the said contract documents, and plans and specifications described above, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents, and plans and specifications are hereby declared and accepted as parts of this Contract. All material shall be of the high standard required by the said contract documents, and plans and specifications, and approved by the Wastewater Director or designee, and all labor performed shall be of first-class workmanship.

The Contractor shall employ appropriate means to prevent accidents and defend the City from all claims for injury to person(s) or property(ies) resulting from the Contractor’s actions or omissions in performance of this Contract, and to that end shall maintain insurance of the type and in the amount specified in the contract documents. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The City shall pay to the Contractor for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed One Million Seven Hundred Eighty-Seven Thousand Nine Hundred and no/100 Dollars (\$1,787,900.00), as provided in the Lump Sum Bid hereinafter referred to as Exhibit A. Partial payment shall be made by the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the Contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form EFO00234).

The Work shall be substantially complete within **two hundred forty (240) calendar days** after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within thirty (30) calendar days after the date of substantial completion.

The City and the Contractor recognize that time is of the essence and failure of the Contractor to complete the work within the time allowed shall result in damages being sustained by the City. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the Contractor shall fail to complete the work within the above time limit, the Contractor shall pay to the City or have withheld from moneys due, liquidated damages at the rate of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the Contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this Contract except where for this Contract fifty (50) or fewer persons are employed by the Contractor, in which case the Contractor may employ ten percent (10%) nonresidents; provided, however, in all cases the Contractor must give preference to the employment of bona fide residents of Idaho in the performance of said work. (Idaho Code § 44-1002).

The Contractor further agrees: In consideration of securing the business of constructing the works to be constructed under this Contract, recognizing the business in which he/she/it is engaged is of a transitory character and that in the pursuit thereof, his/her/its property used therein may be without the state of Idaho when taxes, excises or license fees to which he/she/it is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term.

2. That if the said taxes, excises and license fees are not payable at the end of said term, but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this Contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable.

IT IS FURTHER AGREED WHEN APPLICABLE that for additions or deductions to the contract documents, and plans and specifications, the unit prices as set forth in the written proposal of the Contractor are hereby made a part of this Contract.

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

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this Contract on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Contractor has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE:
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
PETRA, INC.

By: _____
Steve Widmyer, Mayor

By: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

STAFF REPORT

DATE: JUNE 28, 2021

FROM: LEE WHITE, CHIEF OF POLICE

SUBJECT: APPLY FOR AND ACCEPT IF AWARDED COMMUNITY POLICING DEVELOPMENT (CPD) MICROGRANT

DECISION POINT: The Police Department respectfully requests permission to apply for and accept, if awarded, a Community Policing Development (CPD) Microgrant in the amount \$33,000 to secure a five-day intensive training on Mental Health / Emergency Responders Assistance Program (ERAP).

HISTORY: The Police Department regularly trains officers in the handling of incidents involving mental illness. Officers are also involved in high stress, sometimes traumatic incidents. In the President's Task Force on 21st Century Policing, it was noted that officer wellness and safety, one of the 6 pillars, was vital to effective policing. Sending personnel to other locales for this training is expensive and time consuming. Bringing this training to Coeur d'Alene allows officers to gain the training and knowledge to handle stressful situations, learn coping mechanisms, and give them mental health resources giving the community at large a better equipped and trained officer for years to come.

This grant would secure a five-day intensive Mental Health / Emergency Responders Assistance Program (ERAP) training program for all police department employees. This training could be extended to other surrounding agencies should training spots become available. All program material will be available to surrounding agencies. The ERAP Program is a nationally recognized program dedicated to providing emotional support to emergency responders who experience psychological trauma following critical incidents.

FINANCIAL ANALYSIS: If awarded, this grant will allow all 120 police department employees a minimum of 8 hours of intensive Mental Health First Aid training. The funds will be used to hire a minimum of three ERAP trained professionals to train department members. This includes all training material, airfare, meals, lodging, instructor fees and a minimum of 20 sessions with a local therapist trained in ERAP philosophies, for those members who may recognize a mental health issue after the training. To send our police officers out of area is too cost-prohibitive, but the use of this grant allows the training to be offered to all personnel at a much lower cost. Additionally, although it is hard to quantify, we project costs savings by retaining trained, qualified personnel instead of losing them to other occupations.

DECISION POINT: The Police Department requests that the Council allow the Police Department apply for and if awarded, accept the grant to hire ERAP trained professionals to conduct a five-day intensive training for all members of the police department for the amount of \$33,000.

RESOLUTION NO. 21-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE POLICE DEPARTMENT TO APPLY FOR A COMMUNITY POLICING DEVELOPMENT (CPD) MICROGRANT IN THE AMOUNT OF \$33,000.00 TO SECURE A FIVE-DAY INTENSIVE TRAINING ON THE MENTAL HEALTH/EMERGENCY RESPONDERS ASSISTANCE PROGRAM (ERAP), AND ACCEPTANCE OF GRANT FUNDS UPON AWARD.

WHEREAS, the Police Department regularly trains officers in the handling of incidents involving mental illness. Officers are also involved in high stress, sometimes traumatic incidents. In the President's Task Force on 21st Century Policing, it was noted that officer wellness and safety, one of the 6 pillars, was vital to effective policing. Sending personnel to other locales for this training is expensive and time consuming. Bringing this training to Coeur d'Alene allows officers to gain the training and knowledge to handle stressful situations, learn coping mechanisms, and provide them mental health resources giving the community at large a better equipped and trained officer for years to come.

WHEREAS, the grant would secure a five-day intensive Mental Health/Emergency Responders Assistance Program (ERAP) training program for all police department employees. This training could be extended to other surrounding agencies should training spots become available. All program material will be available to surrounding agencies. The ERAP Program is a nationally recognized program dedicated to providing emotional support to emergency responders who experience psychological trauma following critical incidents.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City authorize the Police Department to apply for and, if awarded, accept a grant identified as a Community Policing Development (CPD) Microgrant in the amount of Thirty-Three Thousand and No/100's Dollars (\$33,000.00).

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

DATED this 6th day of July, 2021.

Steve Widmyer, 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 _____.

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

DATE: July 6, 2021

FROM: Chelsea Nesbit, CDBG Community Development Specialist

RE: APPROVING HUD SUBMITTAL OF THE 2020 CAPER (CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT)

DECISION POINT:

The City Council should hold a public hearing and approve the submittal of the 2020 CAPER (Consolidated Annual Performance Evaluation Report) to HUD.

HISTORY:

2020 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 2020 CAPER highlights accomplishments that took place April 1, 2020 to March 31, 2021, including funds from Plan Year (PY) 2020 and previous years.

Public Comment –

The 2020 CAPER was posted to the City’s website on June 17, 2021 with information on how to provide comments. The documents can be viewed online and are included as attachments.

Two weeks of public comment were held between June 17, 2021 and July 6, 2021. Today’s Public Hearing was advertised to the public in the following ways: Coeur d’Alene Press notice, website updates, and emails to our community stakeholders.

No public comments have been received to date.

PERFORMANCE ANALYSIS:

The summary of accomplishments during PY 2020 are included as Attachment 1, 2020 CAPER Executive Summary. Authorizing this item will allow staff to submit the 2020 CAPER for official review.

FINANCIAL ANALYSIS:

See Attachments 3 and 4 for the financial breakdown of funds allocated and projects completed in PY 2020

DECISION POINT/ RECOMMENDATION:

The City Council should approve the submittal of the 2020 CAPER to HUD for official review.

Attachments:

- 2020 CAPER Executive Summary
- 2020 CAPER Financial
- CDBG-CV Projects

ATTACHMENT 1 – CAPER Executive Summary

2020 Goal Successes and Highlights

- Received \$339,375 from HUD for PY 2020
- Awarded \$206,500 in Community Opportunity Grants for PY 2020
- Completed 2 PY 2019 Community Opportunity Grants: Lake City Center Restroom and St. Vincent De Paul HVAC totaling \$139,499
- Completed Sidewalk Project (Safe Routes to School) for Fernan Elementary on 21st Street with PY 16, 17 and 18 funds: \$58,400
- Goals met: Neighborhood Revitalization, Sidewalk Improvement, and Public Service
- Funds allocated For Sale Affordable Housing and Economic Development with PY 2020 budget but not accomplished during Plan Year 2020
- One goal not funded: Increase For Rent Affordable Housing

2020 Community Opportunity Grants - Awarded *(but not completed in PY 2020)*

- Lake City Center (\$2,021): Public Facility Rehab grant for AED installation and training
- NIC (\$30,000): Economic Development grant for microgrant scholarship program – *not accomplished yet*
- Habitat for Humanity (\$120,000): For Sale Affordable Housing grant for 2nd Street project - *not accomplished yet*

2020 EMRAP

- 17 Homes rehabilitation projects completed through the Emergency Minor Home Repair Program (EMRAP) during Plan Year 2020
 - Heating Systems
 - Roofs
 - ADA Bathroom Installations
 - Electrical/plumbing
 - Sewer Lateral

**ATTACHMENT 2
2020 CAPER Financial**

PY 2020 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
\$50,000	Emergency Minor Home Repairs and Accessibility Program (EMRAP)	17 Home Rehabilitation projects completed in PY 2020
\$206,500: Community Opportunity Grant	Community Opportunity Grants: 60% of Allocation (Includes Public Service Activities capped at 15% annual allocation)	2 Public Facility Grants <i>Awarded</i> 1 Affordable For Sale Housing Grant <i>Awarded</i> 1 Economic Development Grant <i>Awarded</i>
\$67,875	Administration (Employee wages and benefits, advertising supplies and fees, brochures, training, travel; Subject to 20% cap of annual allocation budget)	Completed
Total Grant: \$339,375		

Completed in PY 2020 with funds from PY 2019 funds:

- Lake City Center Restroom Rehab: \$44,499
- St. Vincent De Paul HVAC Replacement: \$95,000

Completed in PY 2020 with funds from PY 2016, 2017, and 2018:

- Safe Routes to School (Fernan Elementary) sidewalk completed on 21st Street benefitting 600 LMI community members: \$58,400



**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	\$	49,424.80	
TOTAL Admin	\$	59,359.80	
Community Opportunity Funds Available	\$	387,439.20	
PROJECTS FUNDED			COMPLETED
Lake City Center Meals on Wheels Expanded	\$	3,685.92	07/23/20
Boys and Girls Food Pantry	\$	10,000.00	03/22/21
Family Promise Sheltering	\$	12,600.00	OPEN
Safe Passage	\$	26,145.00	OPEN
St. Vincent's Sheltering	\$	24,000.00	OPEN
United Way Child Care	\$	67,000	OPEN
City Subsistence	\$	10,000.00	OPEN
CDAIDE Subsistence	\$	50,000.00	OPEN
Boys & Girls Academic Support	\$	50,000.00	03/22/21
Lake City Center	\$	19,662.00	03/09/21
Love, Inc	\$	20,000.00	OPEN
Idaho Youth Ranch	\$	28,000.00	04/22/21
TOTAL FUNDED PROJECTS	\$	321,092.92	
REMAINING CV FUNDS	\$	66,346.28	



**Public Hearing on the
2020 CDBG CAPER**
Consolidated Annual Performance
and Evaluation Report

City Council: July 6, 2021



Coeur d'Alene's CDBG History

- The Community Development Block Grant (CDBG) is a grant from the U.S. Department of Housing and Urban Development (HUD).
- CDBG supports low-to-moderate income (LMI) residents through specific allowable activities such as public facility improvements, public service projects, and LMI housing.
- The City first became eligible to receive funds in 2007.

7/6/2021



CDBG Key Term

- **LMI = Low-to-Moderate Income**
- **HUD designation of a households whose total earnings are based on 80%, 50%, and 30% of the yearly area median income.**
 - HUD's **2021 Median Income** determination for Coeur d'Alene is **\$65,500**
 - LMI for 2021 (based on a 2-person household):
 - 80% = Low Income is <\$42,450**
 - 50% = Very Low Income is <\$26,550**
 - 30% = Extremely Low Income is <\$17,420**

7/6/2021



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 one of the six 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



7/6/2021

PY 2020 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 with City's 5-year sidewalk plan
\$50,000	Emergency Minor Home Repairs and Accessibility Program (EMRAP)	17 Home Rehabilitation projects in PY 2020
\$206,500: Community Opportunity Grant	Community Opportunity Grants: 60% of Allocation (Includes Public Service Activities capped at 15% annual allocation)	<ul style="list-style-type: none"> ◦ 2 Public Facility Grants <i>Awarded</i> ◦ 1 Affordable For Sale Housing Grant <i>Awarded</i> ◦ 1 Economic Development Grant <i>Awarded</i>
\$67,875	Administration (Employee wages and benefits, advertising supplies and fees, brochures, training, travel; Subject to 20% cap of annual allocation budget)	Completed
Total Grant: \$339,375		

2020 Goal Successes and Highlights

- Awarded \$206,500 in Community Opportunity Grants for PY 2020
- Completed 2 Community Opportunity Grants with PY 2019 funds: \$139,499
 - Lake City Center Restroom : \$44,499
 - St. Vincent De Paul HVAC: \$95,000
- Completed Sidewalk Project (Safe Routes to School) to Fernan Elementary with PY 16, 17 and 18 funds: \$58,400
- Goals met: Neighborhood Revitalization, Sidewalk Improvement, and Public Service
- PY 20 funds allocated to: Public Facility, For Sale Affordable Housing and Economic Development – *not completed in PY 2020*
- One goal not funded: Increase For Rent Affordable Housing

7/6/2021



2020 EMRAP

17 Homes rehabilitation projects through the Emergency Minor Home Repair Program (EMRAP) during Plan Year 2020

- Heating Systems
- Roofs
- ADA Bathroom Installations
- Electrical/plumbing
- Sewer Lateral

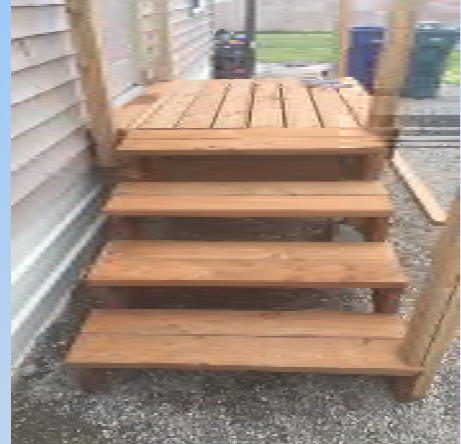
7/6/2021



EMRAP Spotlight



← Before
&
After →

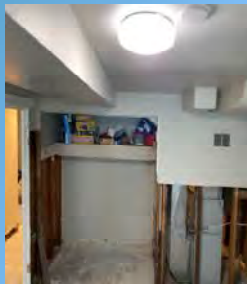


7/6/2021

Front steps and railing



EMRAP Projects Completed



Water Abatement



Furnace Replacement



Re-Roofing

7/6/2021



Lake City Center Grant \$10,000

- Meals on Wheels serves over 67 Coeur d'Alene seniors monthly with their home-delivered meals program.
- With the increase in funding, they expect to double that number.
- Serves individuals 60 years of age or older who are frail or homebound due to illness or incapacitating disability.

7/6/2021



2020 Community Opportunity Grants *Awarded, but not completed in PY 2020*

- **Lake City Center (\$2,021):** Public Facility Rehab grant for AED installation and training
- **NIC (\$30,000):** Economic Development grant for microgrant scholarship program
- **Habitat for Humanity (\$120,000):** For Sale Affordable Housing grant for 2nd Street project

7/6/2021



CDBG COVID-19 Funds

- The CARES Act made available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.
- All CDBG-CV funds are for urgent needs and to serve low-mod income individuals.
- Specific activities are eligible for COVID-19 relief per CARE Act and HUD.

CDBG COVID-19 Funds

PROJECTS FUNDED		COMPLETED
Lake City Center Meals on Wheels Expanded	\$3,685.92	07/23/20
Boys and Girls Food Pantry	\$10,000.00	03/22/21
Family Promise Sheltering	\$12,600.00	OPEN
Safe Passage	\$26,145.00	OPEN
St. Vincent's Sheltering	\$24,000.00	OPEN
United Way Child Care	\$67,000.00	OPEN
City Subsistence	\$10,000.00	OPEN
CDAIDE Subsistence	\$50,000.00	OPEN
Boys & Girls Academic Support	\$50,000.00	03/22/21
Lake City Center	\$19,662.00	03/09/21
Love, Inc	\$20,000.00	OPEN
Idaho Youth Ranch	\$28,000.00	04/22/21
TOTAL FUNDED PROJECTS	\$321,092.92	
REMAINING CV FUNDS	\$66,346.28	

Public Comments on the CAPER

- Take public comment on the 2020 CAPER

Council Action

- Approve submittal of CAPER to HUD for official review

7/6/2021



MEMORANDUM

DATE: JULY 6, 2021
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK
RE: FEE INCREASES

DECISION POINT: To approve fee amendment as proposed within the Building, Finance, Parks and Recreation , and Water Departments.

HISTORY: The City is required to hold a public hearing for proposed fees in excess of five percent (5%) pursuant to Idaho Code 63-1311A. While some of the fees listed below are simply being clarified and/or removed, which is not required to be included in the public hearing, it is staff's desire to keep all changes together for ease of tracking all changes. The following is an explanation of the changes for each department and the proposed fees.

BUILDING: The Building Department amended fees in November 2019. Since that time, they have encountered some needed edits, explanations and adjustments. Some changes are simple word additions and deletions for clarity. The fee for work without a permit is allowed by the International Building Code and must be in the adopted fee schedule to comply with Idaho Code. Removing the plan review fee from manufactured home setting and providing a flat rate will keep the cost the same. The cost for setting a manufactured home will not be affected by an increased review fee. The new line item for setting a Manufactured Home with a permanent foundation is for clarification only. A separate building permit is already required for permanent foundations. Calculating the hourly cost for supervision, overhead, equipment, hourly wages, and fringe benefits of the employees for random fees is not used. Removing this item ensures all fees are charged at a consistent hourly rate. The addition of the Mini-split line item to mechanical permit fee is to assist contractors when making equipment selections, but is not a new fee. Modifying the language on fees charged for additional review time clarifies when charges may be applied for additional staff time. Minimum plan review fees are charged at \$25 while processing fees are \$35. There is more staff time spent on reviewing plans (which also includes processing time) than just processing time alone. This proposal is to make the minimum review fee the same as the processing fee. The current cost of a replacing a roof well exceeds the cost shown on the Minimum Valuation chart for Re-roof permits. This chart is no longer necessary as re-roof permits are currently charged according to the actual installation cost. The addition of the re-siding permit line item will assist in creating the online permit for re-siding. Plan review fees will no longer be charged for re-siding permit, rather it will be a processing fee only.

BUILDING PERMIT FEES
<i>Table 12-A</i>
<u>Other Inspections and Fee</u>

Work commencing before permit issuance	Fee equal to the required permit fee. Fee is charged in addition to the permit fee, whether or not a permit is then or subsequently issued.
Re-inspection fees assessed under provisions of Sec. 305.8	*\$50.00/hour
Inspections for which no fee is specifically indicated	(Min. charge – ½ hour) *\$50.00/hour
Additional plan review required by <u>new submissions</u> , changes, additions or revisions to plan	(<u>Min. charge – ½ hour</u>)*\$50.00/hour
*Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved	
**Actual costs include administrative and overhead costs.	
Permit Fee <u>Standard Setting</u>	\$80.00/Section + \$25.00 Plan-check fee \$105/Single Wide \$185/Double Wide
<u>Setting with Permanent Foundation</u>	Standard Setting Fee + Building Foundation Permit Fee Calculation Table 1-A
BUILDING Table No. 3-A	
<i>Mechanical Permit Fees</i>	
<i>Other Inspections and Fees</i>	
<u>Work commencing before permit issuance</u>	<u>Fee equal to the required permit fee. Fee is charged in addition to the permit fee, whether or not a permit is then or subsequently issued.</u>
Re-inspection fees assessed under provisions of Section 305(g)	*\$50.00/hour
Additional plan review required by <u>new submissions</u> , changes, additions or revisions to approved plans	(Min. charge – 1/2hour) *\$50.00/hour
*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	

DEMOLITION PERMITS

Demolition (Residential) — \$30.00
 Demolition (Commercial) — \$60.00 (R-00-075)

MANDATED ABATEMENT

Abatement of Dangerous Building — Original Fee + 50% (\$100.00 minimum) (R-00-075)

MANUFACTURED HOME/SETTING PERMIT

Permit Fee — \$60.00/section + \$25.00 Plan check fee

MECHANICAL PERMIT FEES

TABLE NO. 3-A

Unit Fee Schedule

	Quantity	Amount
Mini-Split (# of heads)		x \$8

Other Inspections and Fees:

1. Inspections outside of normal business hours (minimum charge — two hours) *\$53.00 /hour
2. Re-inspection fees assessed under provisions of Section 305(g) *\$53.00 /hour
3. Inspections for which no fee is specifically indicated (minimum charge one half hour) *\$53.00 /hour
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge — one half hour) *\$53.00 /hour

**Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.*

Building Valuation data:

Square Foot Construction Cost a,b,c,d

Break out of above chart:

PLAN REVIEW FEES

Commercial - 65% of building valuation permit fee (\$35.00 Minimum)

One/Two family - 10% of building value permit fee (\$35.00 Minimum)

BASIS OF MINIMUM VALUATION FOR RE-ROOF PERMITS				
Proposed Work	Asphalt/Comp/Roll Shingles	Cedar Shakes/Shingles	Metal Rib	Built up Rolled/Flat
Re-Roof	\$120/square	\$160/square	\$160/square	\$120/square
Tear off and re-roof	\$160/square	\$200/square	\$200/square	\$170/square

Re-roof permit: Building permit fee calculation Table 1-A, plus \$35 processing fee

Re-siding permit: Building permit fee calculation Table 1-A, plus \$35 processing fee

FINANCE: The Finance Department proposes a 5% increase in the street light fee, which equals a \$0.14 increase for 2021 and another 5% effective April 1, 2022 which is a \$.15 increase. The fees are being increased to cover increased costs in electrical and repairs.

STREET LIGHTING

Fees: ~~\$2.85/month~~ \$2.99/month
Effective April 1, 2022 \$3.14/month

PARKS AND RECREATION: The department has created some additional categories related to burials, and raised and lowered a few based on actual staff time needed for the service. Additionally, they have added fees for events in parks that were not previously captured.

**PARKS
CEMETERY**

Cemetery Lots

Adult – Raised Headstone Area	\$ 1,250.00 <u>1,310.00</u>
Adult – raised headstone Riverview Sections T&U	\$ 1,000.00 <u>1,050.00</u>
Adult – Flat Headstone Area	\$ 1,000.00 <u>1,050.00</u>
Niche	
Single - Forest	\$ 1,000.00 <u>1,050.00</u>

Opening and Closing - Full
Adult

Holiday \$ 785.00

Other

Secondary Use Fee <u>Headstone Fee</u>	\$ 250.00
Liner	\$ 450.00 <u>470.00</u>

Nameplates

Standard	\$ 200.00 <u>210.00</u>
Large (4"x7")	\$ 300.00 <u>315.00</u>
Extra Large (5/12" x 8/12")	\$ 400.00 <u>420.00</u>

RECREATION

Activity	City Resident	Non-Resident
----------	---------------	--------------

YOUTH:

Soccer	\$ 15.00 <u>20.00</u>	\$ 25.00 <u>30.00</u>
Swim Lessons (McGrane Center)	\$ 38.00 <u>45.00</u>	\$ 38.00 <u>45.00</u>

OTHER FEES:

~~Field Rental Tournaments~~ ~~\$35.00/Team~~

Field Lighting ~~(Sunset, Memorial)~~ \$40.00/hour

Activity Charge (hourly rate up to 4 hours; small groups) \$40.00/hour

EVENT CHARGE:

Ramsey Sports Complex (half day; 8:00 a.m.-3:00 p.m.) \$ 850.00

Ramsey Sports Complex (full day; 8:00 a.m.-10:00 p.m.) \$1,500.00

Memorial Field (half day; 8:00 a.m.-3:00 p.m.) \$ 250.00

Memorial Field (full day; 8:00 a.m.-10:00 p.m.) \$ 400.00

Sunset Park (half day; 8:00 a.m.-3:00 p.m.) \$ 250.00

Sunset Park (full day; 8:00 a.m.-10:00 p.m.) \$ 400.00

Coeur d'Alene Soccer Complex (half day; 8:00 a.m.-3:00 p.m.) \$ 750.00

Coeur d'Alene Soccer Complex (full day; 8:00 a.m.-10:00 p.m.) \$1,200.00

WATER: The Water Department has not adjusted the 1" and 2" Hookup Fees since 2018 and material costs have increased dramatically since then. These fees are for the installation of the water service from the water main in the street to the meter box on the customer's lot by the City Water Department. The customer has the option to have a contractor perform this installation at their cost. Additionally, they are requesting an increase in the MXU Fee, for the first time since 2004. The MXU Fee covers the installation and programming of the Orion Radio Read Transmitters for new water installed on new customer water services. Prior minor increases have been absorbed by the department; however, this past year has seen drastic increases in materials and especially electronics, the major component of the MXU, or endpoint as they are now called. It has become necessary to adjust this fee to recover the material cost and modest labor for programming the unit into the billing software.

WATER

Bulk Water Use Fees

Fill Station Access ~~Deposit~~ Fee (Permanent Station) \$ 25.00

Minimum Usage Fee \$ 5.00/month

SCHEDULE 3

WATER HOOKUP FEES (Only due if City installs Service)

(Labor & Materials)

Standard service hookup fee schedule (by size) complete from main to adjoining property line, including meter, meter box, and setting:

<u>METER SIZE</u>	<u>HOOKUP FEE</u>	<u>ASPHALT CUT</u>
1" or less	\$2590.00 <u>\$2895.00</u>	\$1000.00

2" or less ~~\$5445.00~~ \$6220.00 \$1000.00

Radio read MXU equipment fee = ~~\$130.00~~ \$171.00 or all services (whether city installed or not).

FINANCIAL: The fees will cover city costs; no revenue is projected.

DECISION POINT/RECOMMENDATION: To approve fee amendment as proposed within the Building, Finance, Parks and Recreation Departments, and Water Department.



FEE PUBLIC HEARING

JULY 6, 2021

Notice of the proposed fees published on June 22 and June 29, 2021. A Full posting of the proposed fees were posted to the City website on June 22, 2021.

No Public Comments have been received.



PROPOSED FEE ADJUSTMENTS

**Includes increases, removals, clarification, and new fees within the Building, Finance, Parks and Recreation, and Water Departments.
***All other fees remain the same.**



BUILDING

Several clarifications in wording are proposed. One main clarification is that the fee for working without a permit will be equal to the required permit (as set forth in the Idaho Code).



BUILDING

- Manufactured Home Setting fee- Clarification regarding the fee and the foundation permit fee required.
- Mechanical fees- Clarification that Mini-splits are \$8/per unit (was in a blended category and difficult to find)



BUILDING

- Plan Review Fees- Clarification that the fee should be based on the permit fee not the valuation with a set minimum fee of \$35.00.
- Re-roof and re-siding Permit- to be based on the valuation and have a processing fee rather than a review fee.



FINANCE

The Finance Department proposes a 5% increase in the street light fee, which equals a \$0.14 increase for 2021 and another 5% increase in 2022 that would be a \$.15 increase. The fees are being increased to cover increased costs in electrical and repairs.

Fees:	Effective Immediately	\$2.99/month
	Effective April 1, 2022	\$3.14/month



PARKS AND RECREATION

The department has created some additional categories related to burials, and raised fees approximately 5% to cover staff time needed for the service as well as creating categories for Events at Ramsey, Memorial, Sunset and the Coeur d' Alene Soccer Complex.



PARKS AND RECREATION

Cemetery Lots

Adult – Raised Headstone Area	\$ 1,310.00
Adult – raised headstone Riverview Sections T&U	\$ 1,050.00
Adult – Flat Headstone Area	\$ 1,050.00
Niche	
Single - Forest	\$ 1,050.00

Opening and Closing - Full

Adult	
Holiday	\$ 785.00

Other

Secondary	Headstone Fee	\$ 250.00
Liner		\$ 470.00
Nameplates		
Standard		\$ 210.00
Large (4"x7")		\$ 315.00
Extra Large (5/12" x 8/12")		\$ 420.00



PARKS AND RECREATION

Activity	City Resident	Non-Resident
YOUTH:		
Soccer	\$ 20.00	\$ 30.00
Swim Lessons (McGrane Center)	\$ 45.00	\$ 45.00



PARKS AND RECREATION

Activity Charge (hourly rate up to 4 hours; small groups) \$40.00/hour

EVENT CHARGE:

Ramsey Sports Complex (half day; 8:00 a.m.-3:00 p.m.)	\$ 850.00
Ramsey Sports Complex (full day; 8:00 a.m.-10:00 p.m.)	\$1,500.00
Memorial Field (half day; 8:00 a.m.-3:00 p.m.)	\$ 250.00
Memorial Field (full day; 8:00 a.m.-10:00 p.m.)	\$ 400.00
Sunset Park (half day; 8:00 a.m.-3:00 p.m.)	\$ 250.00
Sunset Park (full day; 8:00 a.m.-10:00 p.m.)	\$ 400.00
Coeur d'Alene Soccer Complex (half day; 8:00 a.m.-3:00 p.m.)	\$ 750.00
Coeur d'Alene Soccer Complex (full day; 8:00 a.m.-10:00 p.m.)	\$1,200.00



WATER

The Water Department has not adjusted the 1” and 2” Hookup Fees since 2018 and material costs have increased dramatically. They are requesting an increase in the MXU Fee, for the first time since 2004. The MXU Fee covers the installation and programming of the Orion Radio Read Transmitters for new water installed on new customer water services.



WATER

Bulk Water Use Fees

Minimum Usage Fee \$5.00/month

Standard service hookup fee schedule (by size) complete from main to adjoining property line, including meter, meter box, and setting:

METER SIZE	HOOKUP FEE	ASPHALT CUT
1" or less	<u>\$2895.00</u>	\$1000.00
2" or less	<u>\$6220.00</u>	\$1000.00

Radio read MXU equipment fee = \$171.00 or all services (whether city installed or not).



ACTION REQUESTED

- **Accept Public Testimony**
- **Decision Point/Recommendation:** To approve the fee amendments as proposed, by adoption of Resolution No. 21-042.



RESOLUTION NO. 21-042

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND AMENDING CERTAIN CITY FEES.

WHEREAS, the City of Coeur d’Alene is authorized by law to establish reasonable fees for services provided by the City or administrative costs incurred by the City; and

WHEREAS, the City Council has determined that reasonable adjustments to certain City Fees are necessary; and

WHEREAS, the proposed fees are reasonably related to, and do not exceed, the actual cost of the services rendered; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d’Alene and the citizens thereof that the following new and adjusted fees shall be established;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council that the following new and adjusted fees are adopted as indicated.

BUILDING DEPARTMENT:

BUILDING PERMIT FEES <i>Table 12-A</i>	
<u>Other Inspections and Fee</u>	
Work commencing before permit issuance	Fee equal to the required permit fee. Fee is charged in addition to the permit fee, whether or not a permit is then or subsequently issued.
Re-inspection fees assessed under provisions of Sec. 305.8	*\$50.00/hour
Inspections for which no fee is specifically indicated	(Min. charge – ½ hour) *\$50.00/hour
Additional plan review required by <u>new submissions</u> , changes, additions or revisions to plan	(Min. charge – ½ hour) *\$50.00/hour
*Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved	
**Actual costs include administrative and overhead costs.	

<u>Permit Fee Standard Setting</u>	\$80.00/Section + \$25.00 Plan check fee <u>\$105/Single Wide</u> <u>\$185/Double Wide</u>
<u>Setting with Permanent Foundation</u>	<u>Standard Setting Fee + Building Foundation Permit Fee Calculation Table 1-A</u>
BUILDING Table No. 3-A	
<u>Mechanical Permit Fees</u>	
<u>Other Inspections and Fees</u>	
<u>Work commencing before permit issuance</u>	<u>Fee equal to the required permit fee. Fee is charged in addition to the permit fee, whether or not a permit is then or subsequently issued.</u>
Re-inspection fees assessed under provisions of Section 305(g)	*\$50.00/hour
Additional plan review required by <u>new submissions</u> , changes, additions or revisions to approved plans	(Min. charge – 1/2hour) *\$50.00/hour
*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	

DEMOLITION PERMITS

~~Demolition (Residential) — \$30.00~~
~~Demolition (Commercial) — \$60.00 (R 00-075)~~

MANDATED ABATEMENT

~~Abatement of Dangerous Building — Original Fee + 50% (\$100.00 minimum) (R 00-075)~~

MANUFACTURED HOME/SETTING PERMIT

~~Permit Fee — \$60.00/section + \$25.00 Plan check fee~~

MECHANICAL PERMIT FEES

TABLE NO. 3-A

Unit Fee Schedule

	Quantity	Amount
Mini-Split (# of heads)		x \$8

PARKS AND RECREATION DEPARTMENT:

PARKS CEMETERY

Cemetery Lots

Adult – Raised Headstone Area	\$ 1,250.00 <u>1,310.00</u>
Adult – raised headstone Riverview Sections T&U	\$ 1,000.00 <u>1,050.00</u>
Adult – Flat Headstone Area	\$ 1,000.00 <u>1,050.00</u>
Niche	
Single - Forest	\$ 1,000.00 <u>1,050.00</u>

Opening and Closing - Full

Adult	
<u>Holiday</u>	\$ <u>785.00</u>

Other

Secondary Use Fee <u>Headstone Fee</u>	\$ 250.00
Liner	\$ 450.00 <u>470.00</u>

Nameplates

Standard	\$ 200.00 <u>210.00</u>
Large (4"x7")	\$ 300.00 <u>315.00</u>
Extra Large (5/12" x 8/12")	\$ 400.00 <u>420.00</u>

RECREATION

Activity	City Resident	Non-Resident
-----------------	----------------------	---------------------

YOUTH:

Soccer	\$ 15.00 <u>20.00</u>	\$ 25.00 <u>30.00</u>
Swim Lessons (McGrane Center)	\$ 38.00 <u>45.00</u>	\$ 38.00 <u>45.00</u>

OTHER FEES:

Field Rental – Tournaments	\$35.00/Team
Field Lighting (Sunset, Memorial)	\$40.00/hour

Activity Charge (hourly rate up to 4 hours; small groups) \$40.00/hour

EVENT CHARGE:

<u>Ramsey Sports Complex (half day; 8:00 a.m.-3:00 p.m.)</u>	\$ 850.00
<u>Ramsey Sports Complex (full day; 8:00 a.m.-10:00 p.m.)</u>	\$1,500.00
<u>Memorial Field (half day; 8:00 a.m.-3:00 p.m.)</u>	\$ 250.00
<u>Memorial Field (full day; 8:00 a.m.-10:00 p.m.)</u>	\$ 400.00
<u>Sunset Park (half day; 8:00 a.m.-3:00 p.m.)</u>	\$ 250.00

Sunset Park (full day; 8:00 a.m.-10:00 p.m.) \$ 400.00

Coeur d'Alene Soccer Complex (half day; 8:00 a.m.-3:00 p.m.) \$ 750.00

Coeur d'Alene Soccer Complex (full day; 8:00 a.m.-10:00 p.m.) \$1,200.00

WATER DEPARTMENT:

Bulk Water Use Fees

Fill Station Access ~~Deposit~~ Fee (Permanent Station) \$ 25.00

Minimum Usage Fee \$ 5.00/month

SCHEDULE 3

WATER HOOKUP FEES (Only due if City installs Service)

(Labor & Materials)

Standard service hookup fee schedule (by size) complete from main to adjoining property line, including meter, meter box, and setting:

<u>METER SIZE</u>	<u>HOOKUP FEE</u>	<u>ASPHALT CUT</u>
1" or less	\$2590.00 <u>\$2895.00</u>	\$1000.00
2" or less	\$5445.00 <u>\$6220.00</u>	\$1000.00

Radio read MXU equipment fee = ~~\$130.00~~ \$171.00 or all services (whether city installed or not).

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the fees, as set forth above, are effective immediately.

DATED this 6th day of July, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.