

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

VISION STATEMENT

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

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

November 15, 2022

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Bev Moss with CDAIDE

C. PLEDGE OF ALLEGIANCE:

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

***ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

E. ANNOUNCEMENTS:

1. City Council
2. Mayor – Appointments of Kate Walker and Alesa Momerak to the Arts Commission, and Grayson Storey (as the Student Rep Alt.) to the Pedestrian/Bicycle Advisory Committee.

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

1. Approval of Council Minutes for the November 1, 2022, Council Meeting.
2. Approval of the General Services/Public Works Committee Minutes for the November 7, 2022, Meeting.
3. Setting of the General Services/Public Works Committee Meeting for November 21, 2022.
4. Approval of Bills as Submitted.
5. Approval of Financial Report.

6. Approval of Cemetery lot transfer from John Filler Sr. to John Filler Jr.; Section D, Block 18, Lot 23, Forest Cemetery.

As Recommended by the City Clerk

7. Approval of **Resolution No. 22-054** -

- a. Approval of Amendment No. 2 to the Professional Services Agreement with Architect's West, Inc.

Pursuant to Council Action on November 1, 2022

- b. Approval of the purchase of MIOX Onsite Chlorine Generator from Filtration Technology.

Pursuant to the Purchasing Policy adopted by Res. 17-061

- c. Approval of a Professional Services Agreement with J-U-B Engineers to Provide Engineering Services for the 2022/2023 Wastewater Collection System Capital Improvement Projects.
- d. Council Award the Bid to Ferguson Waterworks in the Amount of \$99,652.80 for the Purchase of Armorcast Meter Boxes.

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

H. OTHER BUSINESS:

1. **Resolution No. 22-055** -Approval of Staff to Enter into a Host Compliance Services Agreement with Granicus.

Staff Report by: Renata McLeod, Municipal Services Director

2. **Resolution No. 22-056** -Approval to Enter into CDBG Agreements Using 2022 Community Opportunity Grant Funds with TESH, Inc., in the Amount of \$63,944, and St. Vincent de Paul of North Idaho in the Amount of \$128,423.

Staff Report by: Chelsea Nesbit, CDBG Specialist

I. ADJOURN: Motion by _____, seconded by _____ that there being no other business this meeting be adjourned.

All in favor/opposed

Motion carried.



Coeur d'Alene

CITY COUNCIL MEETING

November 15, 2022

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

ANNOUNCEMENTS

Memo to Council

DATE: October 31, 2022

RE: Appointment to Boards/Commissions/Committees

The following appointments are presented for your consideration for the November 15, 2022, Council Meeting:

KATE WALKER
ALESA MOMERAK

Arts Commission (Appointment)
Arts Commission (Appointment)

The data sheets have been placed by the inter-office mailboxes.

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk

Memo to Council

DATE: November 7, 2022

RE: Appointment to Boards/Commissions/Committees

The following appointment is presented for your consideration for the November 15, 2022, Council Meeting:

PEDESTRIAN/BICYCLE ADVISORY COMMITTEE GRAYSON STOREY (Alternate Rep)

The data sheet has been placed by the inter-office mailboxes.

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk
 Monte McCully, Pedestrian and Bicycle Advisory Committee Liaison

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

November 1, 2022

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on November 1, 2022, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

PLEDGE OF ALLEGIANCE: Mayor Hammond led the pledge of allegiance.

Women of Distinction Proclamation – Mayor Hammond proclaimed November 4, 2022, as the Women of Distinction Recognition Day. Theresa Young, President of Soroptimist International of Coeur d'Alene accepted the proclamation and noted that they have their awards program and event this Friday, which is their biggest fundraiser of the year, noting tickets are still available.

Apprenticeship Month Proclamation – Mayor Hammond proclaimed the month of November 2022 as Apprenticeship Month with Christina Feliciano, North Idaho Business Development and Program Manager, Idaho Business for Education accepting the proclamation and thanked the Mayor and Council for their acknowledgement of the important program.

Annual Leaf Fest Presentation: Streets and Engineering Director Todd Feusier noted that the leaf pick-up program starts on November 14, noting that they will start in the Fort Grounds neighborhood and work their way north. He reminded citizens to monitor the kids playing in the piles of leaves, as they may be hard for the heavy equipment drivers to see. He also reminded the community that this does not include yard debris such as branches and they will only make one (1) pass per neighborhood. Mr. Feusier implored citizens not to add leaves in the street after the trucks have passed. He also noted that cars left on the street cause an issue for leaf pickup, and that trucks would be coming into neighborhoods around 7:00 a.m. He will update the message boards in order to give neighborhoods some forewarning that they will be in their neighborhood. They will use the Streets and Engineering campus to process leaves and then haul them off to the airport through a contract with Cannon Hill. He thanked the other City departments for providing equipment and staff. He mentioned that they have partnered with the Children's Library to conduct a contest for naming of the winter storms, and children should

provide a list of ten (10) names for the storms. On November 23, 2022, names will be selected, and prizes will be awarded at the first Council meeting in December.

MAYOR AND COUNCIL COMMENTS:

Councilmember Miller noted that the Historic Presentation Marketing Group is working on an award program to include plaques to post around the City. They are also working on a resource guide, a walking tour program, and expansion of the historic overlay area. The Library is updating the Children's Library to include chairs and shelving for DVD's, funded by the Foundation. The Library inherited a 4-door pickup truck to be used by the outreach team. They had 193,179 visitors, and 17,860 participants in 592 events held during fiscal year 2021-22.

Councilmember Wood congratulated Fire Chief Thomas Grief for a great inspirational story in the Coeur d'Alene Press today.

Councilmember McEvers noted that the federal government has cut back on the Meals on Wheels program, which caused the Lake City Center to reduce the delivery of meals by two-days a week. These meals are important for the homebound seniors and people with disabilities. The Center is looking for support from the community as they want to keep the program fully operational, and are looking for ideas. Councilmember Gookin asked how much funding was cut from the program and if they still need volunteers, with Councilmember McEvers noting it was approximately \$15,000 for the year, and they are always in need of drivers for the program.

CONSENT CALENDAR: Motion by McEvers, second by Evans, to approve the consent calendar.

1. Approval of Council Minutes for the October 18, 2022, Council Meeting, and October 24, 2022, Council and Planning Commission Joint Workshop Meeting.
2. Approval of Bills as Submitted.
3. Setting of General Services/Public Works Committee meeting for Monday, November 7, 2022, at 12:00 noon.
4. **Resolution No. 22-051** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING THE AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK, AND ACCEPTING IMPROVEMENTS AND SECURITY FOR S-1-20, COEUR D'ALENE PLACE 35TH ADDITION.

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

PUBLIC COMMENTS:

Justin O'Connell, Coeur d'Alene, spoke about the Arts Commission funding of the Otocast Audio Guide art walk contract and the Ironman contract.

RESOLUTION NO. 22-052

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH SPECIALTY PUMP SERVICES, INC., FOR THE PRAIRIE WELL PUMP REHABILITATION PROJECT.

STAFF REPORT: Water Department Director Terry Pickel explained that the Prairie Well was originally installed in 1999 and is 400' deep. It has a tested production capacity of nearly 3,400 gallons per minute (gpm.). The well is 24" in diameter and cased or screened to the bottom. Since the time the well was put into production it has consistently produced at a rate of approximately 3,700 gpm, and is one of their larger wells. The pump assembly consists of a 500 Hp motor, 12" diameter drop pipes (columns), 2.25" diameter shafts, and a 6-stage pump. The pump was last replaced in 2010. Staff proposes to have the pump assembly removed, cleaned, inspected, and to replace any necessary parts. Options were included in the bid should any of the assembly components exhibit undue wear. The stainless-steel shafts shall be inspected and straightened as necessary to ensure factory tolerances. Once removal is approved to begin, staff anticipates that the project should be complete within 120 business days barring any unanticipated problems such as damaged or defective equipment or materials. The well will be inspected by means of video to determine if additional cleaning will be required as part of the optional bid. The Water Department has budgeted \$182,600 for the rehabilitation through the operations and maintenance budget and no additional engineering services are required for this project. One (1) bid was received for the project, in the amount of \$105,184, from Specialty Pump Services, Inc. Options included in the bid packet were for potential replacement of the pump columns, stainless steel shafts, and brass spider bearings in the event undue wear is detected. Therefore, staff is requesting approval of the base bid of \$105,184, and a contract not to exceed the budgeted amount of \$182,600 should additional replacements be required.

DISCUSSION: Councilmember McEvers asked how many gallons the water tank holds, with Mr. Pickel noting it holds two-million gallons, with one-million on hold to provide the needed pressure in the tank. Councilmember Gookin asked if this tank was the tallest standpipe in the area. Mr. Pickel stated that they were told it was the tallest of that style in the world.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 22-052**, approving a Contract with Specialty Pump Services, Inc., for the rehabilitation of Prairie Well.

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

RESOLUTION NO. 22-053

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE WATER DEPARTMENT TO APPLY FOR AN IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY STATE REVOLVING FUND PLANNING GRANT, AND TO ACCEPT GRANT FUNDS UPON AWARD.

STAFF REPORT: Water Department Director Terry Pickel explained that Idaho Department of Environmental Quality (DEQ) Drinking Water Rules require that the City’s public drinking water system update their Water Comprehensive Plan to reflect any significant changes to the public water system and/or to identify any new “major” projects or system improvements not previously identified in an existing plan. Staff strives to update the plan approximately every ten (10) years on average. The existing plan was completed in 2012, took about 18 months to complete, submit to DEQ for review, and provide to City Council for adoption. The updated plan would include complete modeling of the entire system to identify any deficiencies, evaluation of existing system improvements, identification of any new facilities to provide adequate service for future development, and eventually a rate analysis. Staff has confirmed with the regional DEQ drinking water manager that the plan must be prepared by, signed and stamped, and submitted by a qualified licensed professional engineer. J-U-B Engineers completed the previous Water Comprehensive Plan and Idaho Code does allow for use of the same consultant to update an existing plan or project. In 2012, the initial plan cost approximately \$166,000. Staff approached J-U-B Engineers for a quote for the update with a draft scope of what was anticipated to be included, which came back initially at \$200,000 and was subsequently adjusted to \$207,700 during the grant review process. Staff was notified by the consultant during budget preparation that the State Revolving Fund (SRF) Planning Grant Committee had raised the funding cap to approximately \$100,000, at a 50% match. Funding for this project was included in the FY 2021-22 budget at \$100,000 in anticipation of approval of the SRF Grant. As it is anticipated that the project would cover two (2) fiscal year budgets, additional costs and any necessary carryover was included in the FY 2022-23 budget. Therefore, staff recommends applying for a Idaho Department of Environmental Quality State Revolving Fund Planning Grant not to exceed \$103,850.

DISCUSSION: Councilmember Miller asked if the plan is used when reviewing a project for development or annexation, with Mr. Pickel confirming it is the model for the area’s density maximums and everything within the area of city impact (ACI). Councilmember McEvers asked about the need for more water rights, with Mr. Pickel noting that they will need additional rights when they develop a new well around Nez Perce Road, which is part of the long-term plan. Councilmember McEvers asked how use is impacting the aquifer. Mr. Pickel noted that while we are currently not impacting the aquifer levels, there may come a day where we will exceed what we can pump out.

MOTION: Motion by McEvers, seconded by Evans, to approve **Resolution No. 22-053**, giving authorization to apply for, and approval to accept if awarded, the State Revolving Fund Planning Grant in the amount not to exceed \$103,850.

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

REJECT ALL BIDS FOR THE REMODEL OF THE WASTEWATER TREATMENT OPERATIONS BUILDING AND AUTHORIZE STAFF TO BEGIN NEGOTIATIONS TO AMEND THE EXISTING ARCHITECTURAL CONTRACT AND REDUCE THE GENERAL CONTRACTOR’S CONSTRUCTION SCOPE AND REBID THE PROJECT.

STAFF REPORT: Wastewater Capital Programs Manager Mike Becker noted that the existing Wastewater Treatment Plant (WWTP) Operations building was designed to facility a plan ¼ the size it is today. In 2019, an Architectural Programming Report was completed on the existing 2,400 SF building. It determined that this building should be a minimum of 6,430 SF and proposed to renovate the existing single-story building into a 2-story structure with a basement. Initial cost estimates reached \$2,300,000. In 2020, and after numerous revisions due to site constraints, renovations to the existing operations building were abandoned in lieu of relocating the Sewer Collections Division to Compost and remodeling their vacated building as the new Treatment Operations Building. Tenant improvement to the shop portion of the structure while retaining the locker rooms and 1st floor offices would offer the greatest savings and multiple long-term benefits to the City. In October of 2020, City Council approved of the redesign, which also satisfies the programming report's 6,430 SF criteria at an estimated construction cost of \$1,200,000. The Wastewater Department has since budgeted accordingly. The city conducted a bid opening on October 11, 2022, with four (4) bids received and all were over the architect's estimate of \$1,200,000, the lowest bid being \$1,704,000. The difference of the bids and the architects estimate is due to market volatility; therefore, staff believes rejecting all bids is in the best interest of the City. Since the Collections Building will be vacated by mid-November, staff would like to find ways to reduce the general contractor's construction scope of work which would result in the bids falling more in line with the budget. They are also requesting an amendment to the existing architectural contract for additional services to reducing the contractor's scope of work, revise the plans and specifications, and rebid the project for a spring 2023 start date.

DISCUSSION: Councilmember McEvers asked for clarification of the \$2.4 Million project of the treatment operations building versus collection building being vacant. Mr. Becker explained that the original cost estimate of the \$2.4 Million included the rehabilitation of the treatment operations building to include the cost of the basement, and rebuild of a two-story building. The \$1.2 Million estimate is for the collections building. Councilmember Wood asked when the RFP was sent out and why the estimate was not revised to meet the current market. Mr. Becker noted that the bids went out in September, were due in October, and they have budgeted \$1.2 Million over the past two years. Mr. Tymesen stated that it was good to look at options, noting the department does have the funds and the cost benefit of using the old building would be negated with the additional cost of \$500,000. Councilmember Gookin asked why there is a need to stick with a spring 2023 deadline. Mr. Becker noted that the longest lead-time is for the storefront windows that will fill in the garage door that has been removed and will be covered in plastic in the meantime, reiterating that the building is falling apart and they would like to keep the project moving forward.

MOTION: Motion by Evans, seconded by McEvers, to reject all bids for the remodel of the Wastewater Treatment Operations Building and authorize staff to begin negotiations to amend the existing architectural contract and reduce the general contractor's construction scope and rebid the project. **Motion carried.**

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

The meeting adjourned at 6:59 p.m.

James Hammond, Mayor

ATTEST:

Renata McLeod
City Clerk

DRAFT

November 7, 2022
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

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

STAFF

Juanita Knight, Senior Legal Assistant
Renata McLeod, Director, Municipal Services Dept.
Larry Parsons, Utility Project Manager, Wastewater Dept.
Glen Poelstra, Utility Supervisor, Water Dept.
Randy Adams, City Attorney
Troy Tymesen, City Administrator
Terry Pickel, Director, Water Dept.
Kyle Marine, Assistant Director, Water Dept.

Item 1. Approval of an agreement with Granicus to provide Host Compliance Services.
(Agenda Item)

Renata McLeod, Municipal Services Director, requested Council approve staff to move forward with the engagement of services from Granicus for short-term rental (STR) host compliance services in the amount of \$51,784.50 with the intent that a fee increase hearing be set to begin collection of the costs in March 2023. Mrs. McLeod explained in her staff report that at a Joint Workshop with the Planning Commission and City Council, held on October 24, 2022, it was noted that some neighborhoods are feeling they have too many STRs within their block. Additionally, many of those that testified at the workshop requested more specific data. In an interview with several host compliance service companies, it has been estimated that the City of Coeur d'Alene (City) has 840 – 1200 vacation rentals, with only 453 legally permitted. In order for staff to make the best recommendations on how to proceed with future permitting, it is important to identify where the illegal rental units are located and what affect that is having on neighborhood integrity. Ms. McLeod also noted that there are now over 70 rental sites on the internet, and the City does not have the resources to monitor all the sites, whereas the host compliance companies have programs and staffing to perform the services. It is estimated it will take six (6) weeks to complete the review and listing of rentals/owners. Staff recommends the services of Granicus to perform the property owner identification for the non-licensed properties, send out notification letters when the City is ready, continued compliance monitoring, and host the 24/7 hotline. Staff will work to provide the workflow for the 24/7 hotline so it ensures documentation of violations and that the correct staff are notified, i.e., police, code enforcement, or licensing. The cost will be included in the March licenses, and with an estimated 453 permits, it would be an additional \$114.30/permit.

Councilmember English asked about Granicus' requirement for 'assessor data and registration files.' Mrs. McLeod clarified that she believes it is the ownership data points that will be provided to Granicus. Mrs. McLeod said the City will transfer the GIS file of existing permits and then Granicus will add to it as they find non-permitted STR's. Councilmember English also asked if the \$114.30 fee is in addition to any other fee. Mrs. McLeod said that fee will be in addition to the regular fee, bringing the fee to approximately \$399. She said renewals are approximately \$89.00, plus the \$114.30 which totals \$203.30.

Councilmember Wood asked for clarification of the amount being requested. Mrs. McLeod said they are requesting \$51,784.50, which would be the budget authority. Mrs. McLeod said that staff is still negotiating with Granicus, because of the time-line of need, so that figure may come down slightly. Councilmember Wood asked

about the 24/7 hotline and who will be responding to the hotline. Mrs. McLeod said staff will do a work-flow with Granicus and City Departments, noting there will be several stages before this is actually implemented. Staff will meet with the Police Department, Code Enforcement, and Licensing to develop the work-flow. Depending on complaint type will determine which department responds. Councilmember Wood asked if other departments have had the opportunity to provide input on this process. Mrs. McLeod said she brought it before the Executive Team (ET) meeting and later with the Police Department as they were not present at the ET meeting.

MOTION: by English, seconded by Wood, to recommend that Council approve the Host Compliance Services Agreement with Granicus. Motion Carried.

Item 2. Approval of a Professional Services Agreement with J-U-B Engineers to provide Engineering Services for the 2022/2023 Wastewater Collection System Capital Improvement Projects.
(Consent Resolution)

Larry Parsons, Wastewater Utility Project Manager, requested Council approve an agreement with J-U-B Engineers, Inc., for professional engineering services for the 2022/2023 Wastewater Collection System Capital Improvement Projects at a cost of \$313,900.00. Mr. Parsons explained in his staff report that each year the Wastewater (WW) Utility prioritizes and budgets for the replacement and/or rehabilitation of the City's aging sewerage collection infrastructure. At the top of this year's list is an open trench project in the 16th Street to 19th Street and Mullan Avenue area, as well as 17th Street east to 19th Street, and Young Avenue neighborhoods. This will alleviate an existing sewer capacity bottleneck. Also included will be waterline modifications in the same area and some stormwater work as well. The WW Utility solicited firms for ongoing professional engineering services through a Request for Proposals (RFP) process. On November 28, 2018, J-U-B Engineers, Inc., was ranked first on the list of respondents. The list is valid for five (5) years. The WW Utility, therefore, proposes contracting with J-U-B Engineers, Inc., for the 2022/2023 Wastewater Collection System Capital Improvements Projects. During FY 2022/2023, the WW Utility budgeted \$1,600,000 for constructing the aforementioned Capital Improvement Project tasks.

Councilmember Wood asked if the terms of the agreement with J-U-B Engineers, Inc., is for another five (5) years, with Mr. Parsons responding no, that next year staff will send out a RFP for Collection System Services to include rehabilitation and construction.

MOTION: by English, seconded by Wood, to recommend that Council approve a Professional Services Agreement with J-U-B Engineers to provide engineering services for the 2022/2023 Wastewater Collection System Capital Improvement Project. Motion Carried.

Item 3. Award of bid to lowest responsible bidder Ferguson Waterworks in the amount of \$99,652.80, for the purchase of Armorcast Meter Boxes.
(Consent Resolution)

Glen Poelstra, Water Department Utility Supervisor, requested Council accept the lowest responsive quote and approve the purchase of Armorcast meter boxes from Ferguson Waterworks, in the amount of \$99,652.80 for the Annual Yardley Service Line Replacement program. Mr. Poelstra explained in his staff report that for the past 10 years the Water Department has been experiencing increasing failures of some older polyethylene service

line known as Yardley pipe. Staff's initial evaluation of the service tap cards, a record of each individual service in the City, revealed that over 5,000 Yardley services existed in the public water system. An annual replacement program was established to replace all of these services and has concentrated on areas where anticipated street maintenance was to occur. The meter boxes are one (1) component of the service replacement and purchasing in bulk quantity yields the best price. Pursuant to the City's Purchasing Policy, three (3) quotes were solicited by staff for the Armorcast brand composite meter boxes, in a quantity to meet the expected annual service replacements. Funding for the service line replacements is included in the FY 22-23 budget line item which also includes water main replacements in the amount of \$750,000. Past practice has been to purchase a small truck load at a time but due to supply chain issues for the past couple of years, staff has elected to purchase a large quantity to ensure they are readily available for projects.

MOTION: by Wood, seconded by English, to recommend that Council award the bid to Ferguson Waterworks in the amount of \$99,652.80 for the purchase of Armorcast Meter Boxes. Motion Carried.

The meeting adjourned at 12:20 p.m.

Respectfully submitted,
Juanita Knight
Senior Legal Assistant
Recording Secretary

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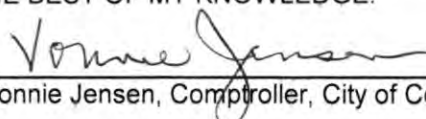
NOV 7 2022

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

CITY CLERK

FUND	BALANCE 9/30/2022	RECEIPTS	DISBURSE- MENTS	BALANCE 10/31/2022
<u>General-Designated</u>	\$4,901,580	\$636,246	\$861,338	\$4,676,488
<u>General-Undesignated</u>	14,632,767	9,463,248	9,441,387	14,654,628
<u>Special Revenue:</u>				
Library	209,361	2,653	177,770	34,244
CDBG	(69,831)	7,560	14,152	(76,423)
Cemetery	239,169	36,936	41,045	235,060
Parks Capital Improvements	847,855	239,878	18,615	1,069,118
Impact Fees	5,906,549	61,636	18,623	5,949,562
Annexation Fees	395,844	872	355,972	40,744
American Recovery Plan	8,454,589			8,454,589
Cemetery P/C	1,088,228	26,546	17,158	1,097,616
Jewett House	165,067	2,529	1,148	166,448
Reforestation	25,611	825	263	26,173
Street Trees	169,692	5,074	12,632	162,134
Community Canopy	2,736	6	9	2,733
Public Art Fund	62,815	5,938	1,094	67,659
Public Art Fund - ignite	481,832	1,061	23,219	459,674
Public Art Fund - Maintenance	123,457	272	453	123,276
<u>Debt Service:</u>				
2015 G.O. Bonds	106,698	1,081	979	106,800
<u>Capital Projects:</u>				
Street Projects	251,035	645,305	66,876	829,464
<u>Enterprise:</u>				
Street Lights	108,502	61,661	61,356	108,807
Water	586,174	1,379,857	845,815	1,120,216
Water Capitalization Fees	7,038,016	144,041	22,117	7,159,940
Wastewater	12,817,932	1,423,518	1,179,654	13,061,796
Wastewater - Equip Reserve	1,546,698	27,500		1,574,198
Wastewater - Capital Reserve	3,500,000			3,500,000
WWTP Capitalization Fees	6,161,739	167,621	68,218	6,261,142
WW Property Mgmt	55,403			55,403
Sanitation	1,692,628	507,946	630,228	1,570,346
Public Parking	806,749	61,528	434,790	433,487
Drainage	1,436,394	97,444	383,844	1,149,994
Wastewater Debt Service	647,686	1,436	2,700	646,422
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	236,137	280,361	236,137	280,361
Police Retirement	410,289	14,452	23,638	401,103
Sales Tax	1,704	3,638	2,304	3,038
BID	318,698	7,042	875	324,865
Homeless Trust Fund	469	676	469	676
GRAND TOTAL	\$75,360,272	\$15,316,387	\$14,944,878	\$75,731,781

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


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

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ONE MONTH ENDED
 October 31, 2022

RECEIVED

100 7 2022

CITY OF FRK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2022	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$249,035	\$16,098	6%
	Services/Supplies	10,128		
Administration	Personnel Services	317,916	17,884	6%
	Services/Supplies	2,570		
Finance	Personnel Services	765,897	62,539	8%
	Services/Supplies	632,500	270,664	43%
Municipal Services	Personnel Services	1,469,170	102,004	7%
	Services/Supplies	1,531,715	182,210	12%
	Capital Outlay			
Human Resources	Personnel Services	366,503	27,250	7%
	Services/Supplies	85,918	36,471	42%
Legal	Personnel Services	1,225,988	99,082	8%
	Services/Supplies	135,450	(521)	0%
Planning	Personnel Services	697,216	55,420	8%
	Services/Supplies	62,050	472	1%
	Capital Outlay			
Building Maintenance	Personnel Services	320,137	24,446	8%
	Services/Supplies	284,500	6,803	2%
	Capital Outlay	90,000		
Police	Personnel Services	16,880,007	1,652,282	10%
	Services/Supplies	1,867,520	27,240	1%
	Capital Outlay	3,280,000	53,294	2%
Fire	Personnel Services	11,465,359	832,159	7%
	Services/Supplies	873,192	3,805	0%
	Capital Outlay	986,610		
General Government	Services/Supplies	626,300	607,921	97%
	Capital Outlay			
Police Grants	Personnel Services	84,594	6,150	7%
	Services/Supplies			
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		600	
	Capital Outlay		-	
Streets	Personnel Services	3,534,437	244,720	7%
	Services/Supplies	2,872,401	(7,944)	0%
	Capital Outlay	1,452,000		
Parks	Personnel Services	2,112,826	141,390	7%
	Services/Supplies	734,550	4,694	1%
	Capital Outlay	194,000	13,009	7%

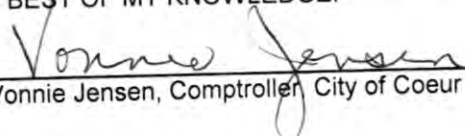
CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ONE MONTH ENDED
 October 31, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2022	PERCENT EXPENDED
Recreation	Personnel Services	599,865	48,632	8%
	Services/Supplies	180,350	2,209	1%
	Capital Outlay	35,000		
Building Inspection	Personnel Services	1,019,158	80,305	8%
	Services/Supplies	42,078		
	Capital Outlay	62,000	58,358	94%
Total General Fund		<u>57,148,940</u>	<u>4,669,646</u>	<u>8%</u>
Library	Personnel Services	1,528,445	115,520	8%
	Services/Supplies	230,000	17,354	8%
	Capital Outlay	190,000	210	0%
CDBG	Personnel Services	79,894	6,042	8%
	Services/Supplies	700,349		
Cemetery	Personnel Services	224,911	16,402	7%
	Services/Supplies	138,800	6,546	5%
	Capital Outlay			
Impact Fees	Services/Supplies	554,446		
Annexation Fees	Services/Supplies	355,000	355,000	100%
Parks Capital Improvements	Capital Outlay	463,614	3,350	1%
Cemetery Perpetual Care	Services/Supplies	86,000	7,026	8%
Jewett House	Services/Supplies	139,700		
Reforestation	Services/Supplies	6,500	(769)	-12%
Street Trees	Services/Supplies	112,000	1,503	1%
Community Canopy	Services/Supplies	1,500		
Public Art Fund	Services/Supplies	468,500	21,821	5%
		<u>5,279,659</u>	<u>550,005</u>	<u>10%</u>
Debt Service Fund		<u>880,083</u>		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
October 31, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2022	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay			
Wilbur / Ramsey Signal	Capital Outlay	400,000		
Traffic Calming	Capital Outlay	65,064		
Kathleen Avenue Widening	Capital Outlay			
Ramsey Road Rehabilitation	Capital Outlay	588,000		
15th Street	Capital Outlay	49,900		
LHTAC Pedestrian Safety	Capital Outlay	605,000		
Downtown Signal Imprvmnts	Capital Outlay			
Atlas Waterfront Project	Capital Outlay			
NW Blvd Traffic Signals	Capital Outlay			
		1,707,964		
Street Lights	Services/Supplies	760,130	2,640	0%
Water	Personnel Services	2,777,800	184,643	7%
	Services/Supplies	5,399,475	68,635	1%
	Capital Outlay	6,149,400	103,998	2%
Water Capitalization Fees	Services/Supplies	3,850,000		
Wastewater	Personnel Services	3,216,082	224,594	7%
	Services/Supplies	8,477,348	31,128	0%
	Capital Outlay	8,532,000		
	Debt Service	3,513,441		
WW Capitalization	Services/Supplies	2,777,660		
WW Property Management	Services/Supplies			
Sanitation	Services/Supplies	5,520,365	159,504	3%
Public Parking	Services/Supplies	1,864,965	422,671	23%
	Capital Outlay			
Drainage	Personnel Services	243,712	18,478	8%
	Services/Supplies	1,046,146	7,929	1%
	Capital Outlay	1,215,000	307,820	25%
Total Enterprise Funds		55,343,524	1,532,040	3%
Kootenai County Solid Waste		3,110,000		
Police Retirement		196,454	11,564	6%
Business Improvement District		176,000		
Homeless Trust Fund		10,000		
Total Fiduciary Funds		3,492,454	11,564	0%
TOTALS:		\$123,852,624	\$6,763,255	5%

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


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

RECEIVED

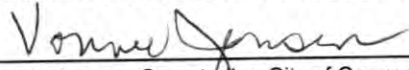
NOV 7 2022

CITY CLERK

City of Coeur d Alene
Cash and Investments
10/31/2022

Description	City's Balance
U.S. Bank	
Checking Account	5,325,371
Checking Account	90,540
Checking Account	127,825
Investment Account - Police Retirement	387,841
Investment Account - Cemetery Perpetual Care Fund	1,067,757
Idaho Central Credit Union	
Certificate of Deposit	283,575
Idaho State Investment Pool	
State Investment Pool Account	66,438,218
Spokane Teacher's Credit Union	
Certificate of Deposit	1,005,105
Numerica Credit Union	
Certificate of Deposit	1,004,199
Cash on Hand	
Treasurer's Change Fund	1,350
Total	<u><u>75,731,781</u></u>

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



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



CEMETERY LOT
TRANSFER / SALE / REPURCHASE
ROUTING FORM

REQUEST RECEIVED BY:

Municipal Services Department Name, Kelley Setters Employee, 11.4.22 Date

REQUESTED BY:

John J. Filler Name, P.O. Box 2864, Hayden, ID, 83835 Address, Phone

Request is for: [] Repurchase of Lot(s), [x] Transfer of Lots(s) from John J. Filler, SR. to John J. Filler, JR. Section: D Block: 18 Niche(s): Lots(s): 23

Lot(s) are located in: [] Forest Cemetery, [] Forest Cemetery Annex. (Riverview), Copy must be attached: [] Deed, [] Certificate of Sale, Requester is: [] owner [] executor [] other

Title Transfer Fee: \$40.00 Receipt No:

ACCOUNTING DEPARTMENT completes the following: [] Attach original contract.

Accountant Signature Vonnie Jensen Date: 11/4/2022

CEMETERY SUPERVISOR completes the following:

The above-referenced Lot(s) is/are certified to be vacant: [x] Yes [] No, The owner(s) of record of the Lot(s) in the Cemetery Book of Deeds is listed as: John J. Filler, Sr., The purchase price of the Lot(s) when sold to the owner of record was \$ per lot.

Supervisor's Signature M. Brandt Date: 11/7/2022

LEGAL/RECORDS completes the following:

Quit Claim Deed(s) received: [] Yes [] No, Requester is authorized to execute claim: [] Yes [] No

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

City Clerk's Signature Date:

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

CEMETERY SUPERVISOR completes the following:

Change of ownership noted in Book of Deeds: [] Yes [] No, Cemetery copy filed original and supporting documents returned to City Clerk: [] Yes [] No

Cemetery Supervisor's Signature Date:

**CERTIFICATE OF TRANSFER
CEMETERY LOT**

For good and sufficient consideration, receipt of which is hereby acknowledged,
John J. Filler, Sr. (the "Transferor") does hereby
transfer and convey to John J. Filler, Jr. (the
"Transferee") the following lot(s) in the Forest Cemetery:

Section(s) D 18, Block(s) 23 18,

Niche(s) _____, Lot(s) 23

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

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

DATED this 3 day of Nov, 2022

By 
Transferor

CITY OF COEUR D'ALENE CEMETERY CONTRACT

DATE 2/9/2018

NAME OF LOT OWNER(S) John Filler, Sr

MARITAL STATUS: SINGLE MARRIED DIVORCED WIDOW(ER)

NAME OF PURCHASER(S) John Filler Jr.

MAILING ADDRESS 4413 N Staples Ave PHONE 208-765-4522

CITY, STATE, ZIP Coeur d'Alene 83815

DECEASED _____ D.O.B. _____

FOREST RIVERVIEW VETERAN: YES NO D.O.D. _____

SECTION D BLOCK/WALL 18 LOT(S)/NICHE(S) 23-Pre

<u>AT-NEED</u>		<u>PRE-NEED</u>	
Lot(s)	\$ _____	Lot(s)	\$ <u>1000.00</u>
Niche(s)	\$ _____	Niche(s)	\$ _____
Opening & Closing	\$ _____	Other	\$ _____
Niche Nameplate(s)*	\$ _____	TOTAL COSTS	\$ <u>1000.00</u>
Other	\$ _____	Amount Paid	\$ <u>1000.00</u>
TOTAL COSTS	\$ _____	BALANCE DUE	\$ <u>0</u>
Amount Paid	\$ _____		
BALANCE DUE	\$ _____		

Check #: 2900

PAID
FEB 13 2018
CITY OF COEUR D'ALENE
01472601

* Nameplate Inscription: _____

AT-NEED - The costs for the interment lot or niche and the costs for opening and closing are due and payable before interment/burial.

PRE-NEED - A \$100 deposit on each lot or niche is required at the time of purchase. All lots or niches are to be paid in full within 6 months of purchase date. Pre-need lot or niche must be paid in full at time of interment. *Lots or niches not paid in full within 6 months will revert back to the city - with no refund to purchaser.*

PLACEMENT OF MARKERS - Lot(s), niche(s), and all services must be paid in full before a temporary or permanent marker can be placed. An additional fee will be charged for a secondary or memorial headstone on a lot.

Payment should be made to the City of Coeur d'Alene through the Parks Department at 710 East Mullan Avenue, Coeur d'Alene, Idaho 83814.

BY SIGNING BELOW, THE PURCHASER AGREES TO BE BOUND BY THE ABOVE TERMS AND SHALL BE RESPONSIBLE FOR PAYMENT.

Purchaser's Signature: [Signature]

Accepted by: M Brandt

CEMETERY OFFICE USE ONLY: Scanned Contract Log Sheet

#133764

Accounts Receivable

Transaction History - Summary

User: VONNIEJ
 Printed: 11/04/2022 - 3:57 PM
 Account: 0005112 - D/18/23-Cre
 Customer: 133764 - John Filler



CITY OF COEUR D'ALENE
 710 E. Mullan Ave
 Coeur d'Alene, ID 83814
 208 769-2300

Tran Type	Invoice No	Tran Date	Post Date	Due Date	Description	Amount
Invoice	0707135	2/9/2018	2/9/2018	2/9/2018	D/18/23-CRE	1,000.00
Payment	0707135	2/13/2018	2/13/2018			1,000.00
Invoice	0715335	11/2/2022	11/2/2022	11/2/2022	O&C, 2ND USE-BENEDICT, PEGGY FILLER	600.00
Payment	0715335	11/3/2022	11/3/2022			600.00

RESOLUTION NO. 22-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ARCHITECTS WEST, INC, IN THE AMOUNT OF \$7,750.00.; APPROVAL OF THE PURCHASE OF MIOX ONSITE CHLORINE GENERATOR FROM FILTRATION TECHNOLOGY IN THE AMOUNT OF \$98,895.00; PROFESSIONAL SERVICE AGREEMENT WITH J-U-B ENGINEERS, INC., IN AN AMOUNT NOT TO EXCEED \$313,900.00; AND AWARD OF BID TO LOWEST RESPONSIVE BIDDER FERGUSON WATERWORKS IN THE AMOUNT OF \$99,652.80, FOR THE PURCHASE OF ARMORCAST METER BOXES.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the agreements and take the other action 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. 2 to the Professional Services Agreement with Architect's West, Inc., to modify bid documents, plans, and specifications for the Operations Building Project for the Wastewater Department in the amount of \$7,750.00;
- B) Approval of the purchase of MIOX Onsite Chlorine Generator from Filtration Technology in the amount of \$98,895.00;
- C) Professional Service Agreement with J-U-B Engineers, Inc. to provide Engineering Services for the 2022-23 Wastewater Collection System Capital Improvement Projects in an amount not to exceed \$313,900.00;
- D) Award of Bid to Lowest Responsive Bidder Ferguson Waterworks in the amount of \$99,652.80, for the purchase of Armorcast Meter Boxes; and

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

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 action 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 action, so long as the substantive provisions of the agreements and the other action remain intact.

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

DATED this 15th day of November, 2022.

James Hammond, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: November 15, 2022
FROM: Mike Becker, Capital Programs Manager, Wastewater Dept.
SUBJECT: Amendment #2 - Remodel of Sewer Collections Building as the Treatment Operations Building

DECISION POINT: Should City Council approve Amendment No. 2 to the existing Professional Services Agreement (PSA) with Architects West, Inc., for additional Professional Services in the amount of \$7,750 to modifying the bidding documents, the plans, and the specifications for the purpose of rebidding the Operations Building Project?

HISTORY: Pursuant to Council action on November 1, 2022, where Council approved rejecting all bids for the remodel of the Wastewater Treatment Operations Building and authorized staff to begin negotiations to amend the existing architectural contract to reduce the general contractor's construction scope of work and rebid this project, the Wastewater Department negotiated the scope and costs for the additional professional services to accomplish this task.

FINANCIAL ANALYSIS: The following is a breakdown of the financial history with Architects West on this project and the additional costs associated with Amendment #2:

Description	Amount
Original Architectural Contract	\$ 168,000.00
Amendment #1	\$22,787.00
Amendment #2	\$7,750.00
Amended Contract Total:	\$198,537.00

PERFORMANCE ANALYSIS: Presently, Treatment Operations has clearly outgrown its current location and there remains a genuine need to replace, renovate or relocate this facility. Staff would like to work alongside Architects West to reduce the cost of this project and rebid this project.

DECISION POINT/RECOMMENDATION: City Council should approve Amendment No. 2 to the existing Professional Services Agreement (PSA) with Architects West, Inc., for additional Professional Services in the amount of \$7,750 for modifying the bidding documents, the plans, and the specifications for the purpose of rebidding the Operations Building Project.

AMENDMENT NO. 2 TO THE
PROFESSIONAL SERVICES AGREEMENT
WITH
ARCHITECTS WEST, INC.

THIS ADDENDUM is entered into this 15th day of November, 2022, 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, and Architects West, Inc., a Washington corporation authorized to do business in the state of Idaho.

WITNESSETH:

WHEREAS, pursuant to Resolution No. 19-020 adopted the 18th day of June, 2019, the City of Coeur d'Alene entered into a Professional Services Agreement with Architects West, Inc., for the renovation of the Wastewater Treatment Operations Building; and pursuant to Resolution No 20-053 adopted the 7th day of October, 2020, the City amended said Professional Services Agreement with Architects West, Inc., for the renovation of the current Collections Building to be used as the Wastewater Treatment Operations Building and the design of a new Collections Building to be constructed at the Compost Facility; and

WHEREAS, the City and Architects West, Inc., desire to enter into a second amendment to said Professional Services Agreement to provide additional services for modifying the bidding documents, the plans, and the specifications to reduce the scope of construction work for the purpose of rebidding the Operations Building Project.

NOW THEREFORE,

The City and Architects West, Inc., hereby enter into an Addendum to that Professional Services Agreement entered into on June 18, 2019, and the October 7, 2020, Amendment No. 1 pursuant to Resolution 19-020 and 20-053, respectively. Architects West, Inc., hereafter shall perform design services to modify the current Collections Building (Building "B") so as to create a new Wastewater Treatment Operations Building, as directed by the Wastewater Department's Capital Programs Manager in the amount specified within the Modification letter, dated November 6, 2022, and hereinafter referred to as Exhibit "A." All other provisions in the original Professional Services Agreement and Amendment No. 1, adopted pursuant to Resolution Nos. 19-020 and 20-053 shall remain in full force and effect.

IN WITNESS WHEREOF, the Wastewater Superintendent and Architects West, Inc., have executed this Addendum on behalf of said City, the day and year first above written.

CITY OF COEUR D'ALENE

ARCHITECTS WEST, INC.

By _____
Mike Anderson, Wastewater Superintendent

By _____
Its: _____

EXHIBIT "A"



November 02, 2022

City of Coeur d'Alene Wastewater Utility Department
Mike Becker, Capital Program Manager
1080 Hubbard Ave.
Coeur d'Alene, ID 83814

RE: MODIFICATIONS TO ARCHITECTURAL SERVICES FOR THE AWTF OPERATIONS BUILDING
CONTRACT DATED JUNE 18, 2019
FEE PROPOSAL FOR CHANGE IN PROJECT SCOPE

Dear Mike:

Architects West is pleased to offer this letter as an amendment to the contract for modifying the scope of work to rebid the Operations Building based on your email of Oct. 20, 2022 "Modification to Operations Building Design" and "05-A2.01 MLB Edits". Bid documents will be reissued and the bidding process will be held again; construction administration will be provided for the original fees proposed.

Additional design fees for scope change to rebid the project will be \$7,750.00.

If this proposal is acceptable, please consider it an amendment to the original contract, and advise us if there is anything else we need to do on our end contractually. Thank you again for the opportunity to serve the City of Coeur d'Alene.

Sincerely,

A handwritten signature in black ink that reads 'Scott Fischer'.

Scott P. Fischer

From: BECKER, MIKE <MBECKER@cdaid.org>
Sent: Thursday, October 20, 2022 9:02 AM
To: Scott Fischer
Subject: RE: Modifications to Operations Building design
Attachments: [05 - A2.01 MLB Edits.pdf](#)

Scott
Please see the attached

For our rebid, the attached shows our proposed changes:

Delete all reference to removing ADA Sidewalk and curb on South end of bldg
Delete all reference to replacing the hot water loop system.
Instead of epoxy coating ground level floors, we are going with vinyl laminate (LVT)
Adding more data ports and outlets in control room
Hanging lights from ceiling for expanded Operators office/control room
Second floor will have 2 data ports and 2 double duplex receptacle (4 outlets) per space between glass blocks for future walls. Possible 6 offices. Minimum of 4 data ports and 8 outlets per future office.
Second floor will have tile carpet.
Work Bench Room 118 will be set up for Mechanical office space (3 desks & work bench adjacent to double deep well sink).
Removal of trophy case and guest bathrooms
Removal of accordion doors
Removal of rain gutters and heat tape
Painting or coating of the ceiling

Thank you

Mike Becker
Capital Program Manager
CDA Wastewater Utility Department

From: BECKER, MIKE
Sent: Tuesday, October 18, 2022 12:38 PM
To: Scott Fischer <scottf@architectswest.com>
Subject: RE: Modifications to Operations Building design

Scott: Thank you. I have completed my changes and ran them past the operators for their input. I will get you a PDF copy tomorrow morning.

Thank you

Mike Becker
Capital Program Manager
CDA Wastewater Utility Department

From: Scott Fischer <scottf@architectswest.com>
Sent: Monday, October 17, 2022 9:29 AM
To: BECKER, MIKE <mbecker@cdaid.org>
Subject: Modifications to Operations Building design

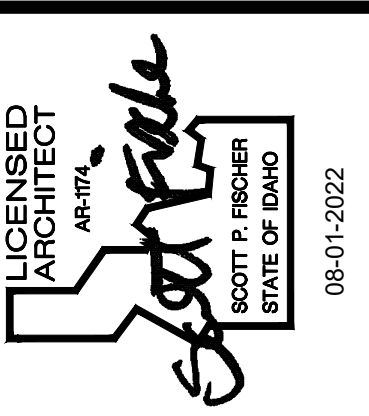
CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mike, I have checked the contract & there are no provisions indicating that the design team would be responsible for redesign should the project need to be modified to reduce the scope due to higher than anticipated bids. Having said that, please be assured that we will perform the modifications discussed last Friday as expeditiously as possible to limit additional design fees. Obviously, my first task will be to modify the floor plan accordingly so the consultants can revise their fees. I will, of course copy you with this revision once it is complete to assure that we are on the same page.

Scott P. Fischer, AIA | Principal • Architect
t. 208.667.9402 c. 208.661.7610 architectswest.com
210 E Lakeside Ave Coeur d'Alene, ID 83814



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 8. ARCHITECTS WEST, INC.



Architects West
 210 E Lakeside Ave
 Coeur d'Alene, ID 83814
 t. 208.667.9402
 architectswest.com

Struct Consultant
LSB ENGINEERS
 591323.1892
 SPokane, WA

Mech Consultant
JTL ENGINEERING
 591323.1892
 SPokane Valley, WA 99216

Elec Consultant
COFFMAN ENGINEERS
 2250 N. WOODRUFF RD. STE. 5
 SPokane Valley, WA 99216
 509.328.2894

COEUR D'ALENE WASTEWATER UTILITY DEPT.
REMODEL FOR OPERATIONS BUILDING
781 HUBBARD AVENUE, COEUR D'ALENE, ID 83814

PROJECT NO. 1925.03
 DESIGNED BY SF
 DRAWN BY LD
 ISSUE DATE 10.17.22
 PHASE REVISION TO REBID
 CHECKED BY
 REVISION
 SHEET NO.

A2.01
 EXHIBIT "A"

MATERIALS KEYING LEGEND
 SEE OTHER A2 SERIES SHEETS FOR ADDITIONAL NOTES WHERE APPLICABLE

10-FSR 10413 - SEMI RECESSED FIRE EXT. CABINET

KEYED NOTES

1 INFILL BACKSIDE OF WINDOWS 106A AND 106B WITH 4" STEEL STUD FRAMING AT 16" O.C. R-15 BATT INSULATION, VAPOR BARRIER, AND 7/8" WATER RESISTIVE GWB TO PROVIDE A SMOOTH SURFACE FOR MIRRORS.

2 TYPICAL CORNER GUARD 102600

GENERAL NOTES

1. ALL GRID LINES ARE FACE OF STUD / COLUMN UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE TO FACE OF STRUCTURE, CENTERLINE OF STRUCTURE OR CENTER LINE OF DOOR / WINDOW UNLESS NOTED OTHERWISE.
3. SEE A9 SERIES SHEETS FOR LIMITS OF FLOOR FINISHES.
4. SEE ENLARGED PLANS AS NOTED FOR DIMENSIONS, WALL TYPES, ETC. FOR THAT AREA.
5. SEE INTERIOR ELEVATION DRAWINGS FOR CEILING AND SOFFIT DETAILS.

WALL LEGEND

(ALL COLUMNS PROTECTED UNLESS WHETHER OR NOT SHOWN ON PLAN)

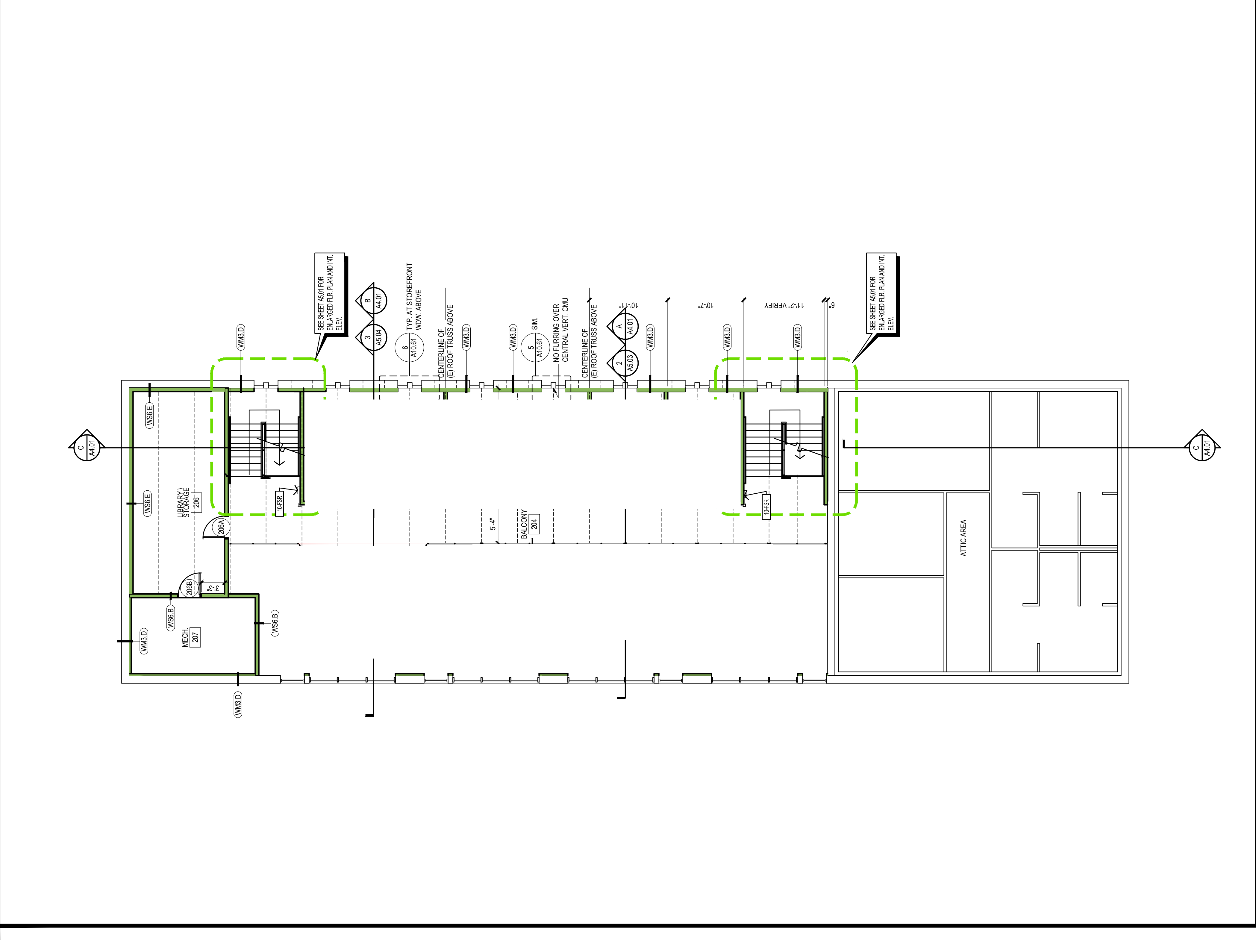
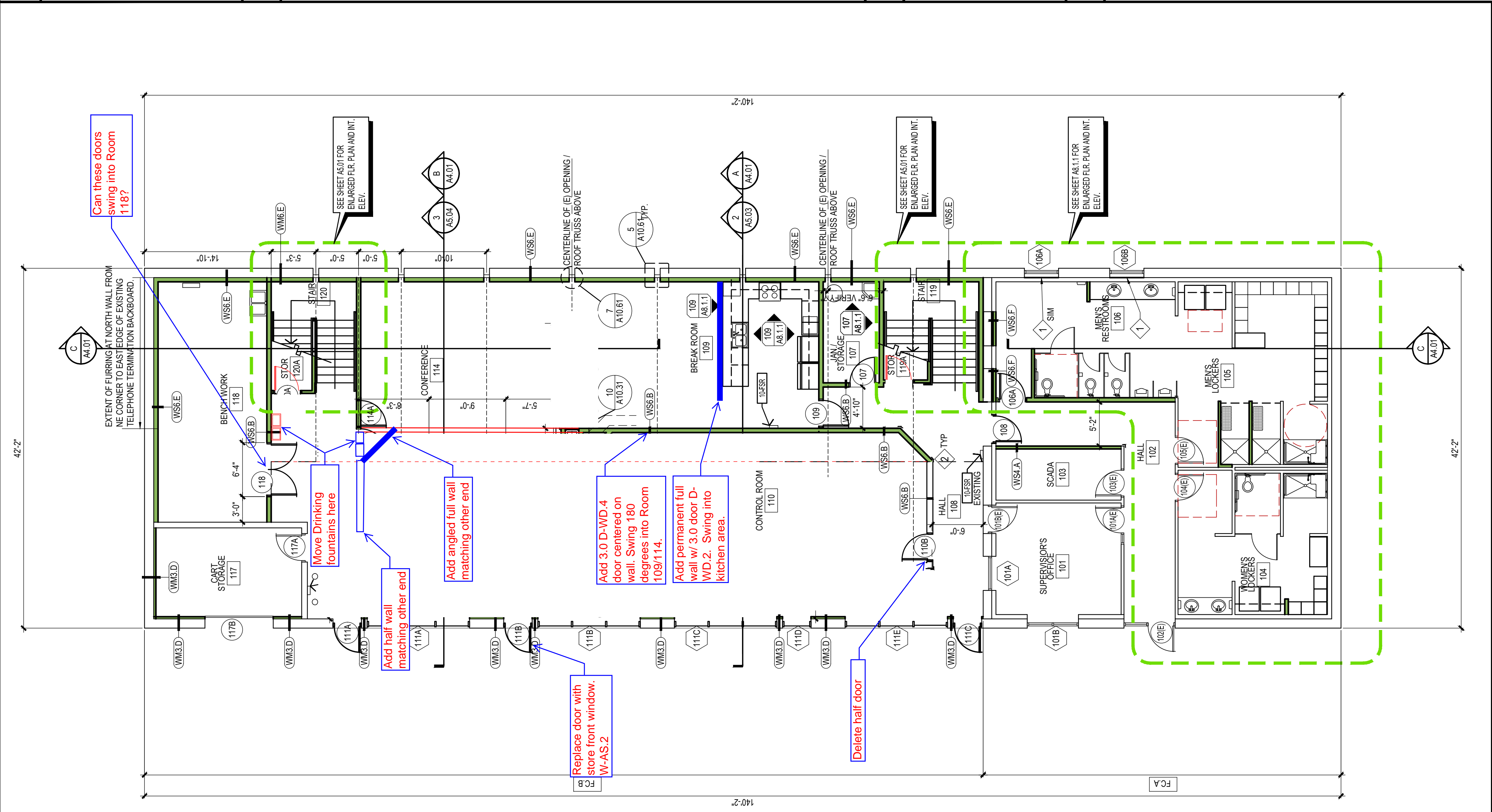
WALL TYPE (SEE SHEET A10.30)

(E) STEEL FRAME WALL

(N) FRAMED WALL - SEE WALL TYPES

ALL NEW INTERIOR WALLS TO BE WSS.B. U.O.N.

(N) CMU WALL - SEE WALL TYPES



**CITY COUNCIL
STAFF REPORT**

DATE: November 15, 2022
FROM: Kyle Marine, Assistant Water Director
SUBJECT: Request to purchase a new MIOX Onsite Chlorine Generator

DECISION POINT:

Should City Council approve the purchase of a new MIOX Onsite Chlorine Generator from Filtration Technology?

HISTORY:

Prior to 2009, the City of Coeur d'Alene Water Department historically utilized gas chlorination for disinfection of the potable water supply. Chlorine gas is inherently dangerous if improperly handled as it is extremely poisonous and highly corrosive. The Water Department began looking for safer alternatives and opted to try sodium hypochlorite generation onsite. The process uses common table salt and electricity to generate a weak sodium hypochlorite solution for disinfection. In 2009, the first onsite chlorine generator was purchased and installed at the 4th Street well. The cells have a limited operational life, averaging about ten years. Spare parts will be scavenged from the unit replaced and the remainder will be scrapped. The other unit will be furnished and installed at the Prairie well site.

FINANCIAL ANALYSIS:

This project is included in our FY 2023 financial plan to replace the failing MicroClor onsite chlorine generator at the Prairie well with a new MIOX onsite chlorine generator. The current budget for the replacement of the existing Prairie well MicroClor chlorine generator is \$120,000.00, which includes necessary electrical and plumbing modifications. Water Department staff received one quote for the chlorine generator. The quote from Filtration Technology, Inc., (MIOX) came in at \$98,895.00 for the generator, with a separate amount for installation. The Water Department will do the installation and so the approval is only for the cost of the generator. Water Department staff reached out to UGSI to request a quote, and put a deadline of Friday, November 4, to have the quote in, and we did not receive a response.

PERFORMANCE ANALYSIS:

The MIOX onsite chlorine generator has an anticipated life expectancy of about ten years depending on annual hours used. The new unit is expected to be installed and operational prior to well activation for the 2023 summer season.

DECISION POINT/RECOMMENDATION:

Council should approve the purchase of a MIOX Onsite Chlorine Generator from Filtration Technology for the amount of \$98,895.00.



**PERSONAL PROPERTY & SERVICES PRICE
REASONABLENESS FORM**

To: Finance Department

From: Water Department

Date: 11/8/2022

Required Action: Complete for procurements of:

- Any titled or rolling stock for not more than \$50,000;
- Property with a useful life of one year and more that cost between \$20,000- \$50,000
- All property between \$50,000 and \$100,000;

Personal property or Service Description: Denora Miox Vault package to replace failing MicroClor Unit

Purchase in financial plan? Yes No If yes, budget amount in financial plan - \$ 120,000.00

If non-budgeted – Date Council approved: _____

Competitive Quotes Obtained:

1st vendor name and price: Filtration Technology, Inc. \$98,895.00

2nd vendor name and price: UGSI No Response


3rd vendor name and price: _____

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: We reached out to UGSI to acquire a quote for a 20 PPD (pound-per-day) MicroCLor unit, and gave a deadline of Friday, November 4th.

We never received a response.

Vendor Awarded: Filtration Technology, Inc. Date: 11/8/2022

New vendor to the City? Yes No If yes, attach a completed W-9

Department Head Signature: 

Department: Water Dep Date: 11-8-2022

Finance Director Approval Signature: _____

Filtration Technology, Inc.

A Clear Water Company

2218 So. Crosscreek Ln., Boise, ID 83706 • Ph. (208)-336-6611 • Fax (208)-336-6637

Surface Water Treatment
Iron /Arsenic Removal
Industrial Filtration
Odor Control
Disinfection

October 17, 2022

Mr. Ryan Webster; City of Coeur d'Alene, ID

Re: City of Coeur d'Alene, Prairie Well
MIOX Vault On-Site Mixed Oxidant Self-Cleaning Generator Package Proposal

Prairie Well Details:

- Well flow rate: 3600 GPM
- Max 15 hrs/day operation = 3.24 MGD
- $3.24 \text{ MGD} \times .5 \text{ PPM injection rate} \times 8.34 = 13.5 \text{ PPD required}$
- Recommend DeNora MIOX 30 PPD Vault. Reasoning:
 - If a 15 PPD DeNora MIOX Vault unit was supplied, it would need to be on-line almost constantly
 - Should well require being on-line >15 hrs/day, a 30 PPD generator can easily handle that increase. Also, the less it is on-line, the longer the unit will last

Proposal:

DeNora MIOX Vault package, details as follows:

- Wall mount filter with gauges and isolation valves
- Kinetico Softener and all accessories
- 300-gal Brine Tank 48" OD, 18" BrineGuard, simple float assembly, hinged lid, salt supplied by City
- MIOX Vault #ABM30SC self-cleaning mixed oxidant generator cabinet, wall mount, 1PH/230V, PLC/HMI, 60 amp, designed to produce a minimum of 30 ppd, spare parts kit
- 475-gal oxidant storage tank, 75" OAH, 18" float assembly, all bulkheads, hydrogen vent drop tube/piping/bird traps, cut hydrogen vent holes thru wall and caulked, 1" true-union outlet isolation PVC outlet ball valve, tubing to the Mazzei injector package

- Mazzei injector package to contain:
 - Grundfos CR3-6 vertical multi-stage pump, flanged connections, 1 HP 1PH/115/230V TEFC motor
 - Mazzei injector
 - King flow meter
 - GF diaphragm flow control valve
 - City to provide 1" taps in the main with isolation valves prior to our arrival

Package Price:

- **\$98,895.00 (for all of the above)**
 - Price includes freight
 - Price firm for 60 days
- Ship: 10-12 weeks
- Terms:
 - 90% Net 30 after material ships
 - 10% Net 30 after installation, start-up and training

Installation:

- **\$10,080.00 (for all of the above)**
 - All piping, valves, and supports
 - Start-up and training
 - All equipment meets NSF requirements-certified for public drinking water
 - Idaho public works contractor licensed, minimum class of "C" (Filtration Technology is "CC" to \$400,000), type "C" specialty construction
-

Notes and Comments:

- City to remove all existing equipment prior to our arrival
 - City to receive MIOX Vault equipment, deliver to jobsite and assist in mounting the MIOX Vault cabinet
 - City to supply 1PH/230V 60-amp power to MIOX Vault cabinet and power to the Grundfos pump
 - City to provide (2) 1" taps in the main with isolation valves for the Mazzei package prior to our arrival. Taps to be on the side of the pipe, on the same size as where the Mazzei booster pump is to be installed
-

Thank you and please call should you have any questions.

Gregg Fisher

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: NOVEMBER 7, 2022

FROM: LARRY PARSONS; UTILITY PROJECT MANAGER

**SUBJECT: PROFESSIONAL SERVICES FOR 2022/2023 WASTEWATER
COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS**

=====

DECISION POINT:

Should Council approve an agreement with J-U-B Engineers, Inc., for professional engineering services for the 2022/2023 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS at a cost of **\$313,900.00?**

HISTORY:

Each year, the Wastewater Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City’s aging sewerage collection infrastructure. At the top of this year’s list is an open trench project in the 16th Street to 19th Street and Mullan Ave. area as well as 17th Street east to 19th Street and Young Ave. neighborhood. This will alleviate an existing sewer capacity bottleneck. Also included will be waterline modifications in the same area and some stormwater work as well.

In following Idaho Code § 67-2320, the WW Utility solicited firms for ongoing Professional Engineering Services through an RFP process. On November 28, 2018, J-U-B Engineers, Inc. was ranked first on the list of respondents. Per Code, the list is valid for five (5) years. The WW Utility, therefore, proposes contracting with JUB for the 2022/2023 Wastewater Collection System Capital Improvements Projects.

FINANCIAL ANALYSIS:

The following table summarizes this year’s CIP Task cost breakdown:

<u>2022/2023 Wastewater Collection System CIP Tasks:</u>	
Task 000 – Project Management:	\$ 13,100.00
Task 400 – CIP Projects- 90% Design & Bid Documents:	\$ 70,800.00
Task 400 – CIP Projects- C.2 Project Construction Management:	\$ 159,800.00
Task 500 – Reserve Management Fund:	\$ 50,000.00
Task 999 – Watermain Design- 90% Design & Bid Documents:	\$ 9,900.00
Task 999 – Watermain Construction Coordination:	\$ 10,300.00
Total:	\$ 313,900.00

During FY 2022/2023, the Wastewater Utility budgeted \$1,600,000.00 for constructing the aforementioned CIP tasks. A copy of the proposed Agreement for Professional Services is accompanying this staff report.

PERFORMANCE ANALYSIS:

Since 2008, J-U-B has demonstrated its commitment and responsiveness to the City and has successfully performed similar tasks in a timely manner, under budget, and to the Wastewater Utility's satisfaction.

RECOMMENDATION:

Council should approve an agreement with J-U-B Engineers, Inc., for professional engineering services for tasks associated with 2022/2023 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS at a cost of **\$313,900.00**.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC.

for

2022/23 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS

THIS Agreement is made and entered into this 15th day of November, 2022, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and J-U-B Engineers, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 2760 W. Excursion Ln, STE 400, Meridian, Idaho 83642, hereinafter referred to as the "Consultant."

W I T N E S S E T H:

Section 1. Definitions.

In this agreement:

A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means J-U-B Engineers, Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815.

C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Attachment "1" and within Exhibit "A".

B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant and/or their subcontractors whereas all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

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

Section 5. Time of Performance.

The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed per on or before September 30, 2023. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant a sum not to exceed Three hundred thirteen thousand nine hundred dollars (\$313,900.00), unless authorized in writing by the City.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment.

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause.

If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City.

The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

Section 10. Modifications.

The City may, from time to time, require modifications in the general scope of services initial basic services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The Consultant 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, or 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant 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.

Section 12. Interest of Members of City and Others.

No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 14. Interest of Consultant.

The Consultant covenants that neither it nor its owners or officers presently have an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential.

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials.

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Consultant shall provide copies of such work products to the City upon request. City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's sub-consultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

Section 17. Audits and Inspection.

Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law.

Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver.

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes.

The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties.

The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this

Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 22. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amount set forth in Section 25A.

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this Agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification.

Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code 6-924.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the

City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days' notice prior to cancellation of the policy for any reason in which case the Consultant shall promptly notify the City.

Section 26. Non – Discrimination.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

A. The Consultant shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. In addition, the Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d’Alene City Code.

B. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Title 9, Chapter 9.56, Coeur d’Alene City Code.

C. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the Consultant of the Consultant’s obligations under this contract and the Regulations and City Code relative to non-discrimination on the grounds of race, color, sexual orientation and/or gender identity/expression, national origin, sexual orientation, and/or gender identity/expression.

D. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such

Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

E. In the event of the Consultant's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Consultant under the contract until the Consultant complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

The Consultant shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the Consultant may request ITD enter into such litigation to protect the interests of the state and, in addition, the Consultant may request the USDOT enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

James Hammond, Mayor

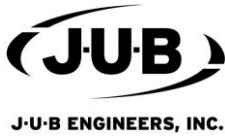
Cory R. Baune, P.E, Executive Vice President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Witness



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: FY 2022/2023 COLLECTION SYSTEM PROJECTS

CLIENT: CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT

J-U-B PROJECT NUMBER: 20-23-011

CLIENT PROJECT NUMBER: N/A

ATTACHMENT TO:

AGREEMENT DATED: _____; or

AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED: Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

This scope of work is for engineering services for the City of Coeur d'Alene Wastewater Department's Collection System Projects resulting from the November 28, 2018 Request for Proposals for Professional Engineering Services. The work includes engineering services for a variety of capital improvement rehabilitation and replacement projects identified in the Department's ongoing asset management program and the current Collection System Master Plan Update.

This Scope of Services is separated into the tasks outlined below and detailed in the following pages.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 000: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
3. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
4. Regularly monitor project status, budget and schedule.
5. Attend 12 client meetings to report project status.
6. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
7. Provide a monthly invoice including budget status.
8. Provide ongoing document handling and filing.

B. Task 100: TRENCHLESS REHABILITATION PROJECTS

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2022, no work is anticipated for this task in FY2022/2023 and is not included in this scope of services.

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

C. Task 200: OPEN TRENCH REPLACEMENT PROJECTS

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2022, no work is anticipated for this task in FY2022/2023 and is not included in this scope of services.

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

D. Task 300: INFLOW AND INFILTRATION REDUCTION

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2022, no work is anticipated for this task in FY2022/2023 and is not included in this scope of services.

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

E. Task 400: CAPITAL IMPROVEMENT PROJECTS

1. Description – C.2 Project
 - a. For this task, J-U-B will continue assembling the C.2 Project, for construction in FY 2022/2023. J-U-B completed the C.2 Project Preliminary Alignment Analysis Technical Memorandum (April 2022). The CLIENT selected Option No. 3 – Mullan Avenue Alignment as the preferred alignment alternative. J-U-B completed topographic survey and completed assembling 60% design plans in FY 2022/2023 (August 2022). Per discussions with the CLIENT, the C.2 Project will include the following project locations for allowance for potential construction phasing:
 - i. **Base Bid:** Mullan Avenue from 19th Street to 16th Street (Option No. 3 – Mullan Avenue Part 1 of 2, including reach M1-21 to M1-20C)
 - ii. **Additive Alternate:** Young Avenue and Adjacent Alleyways (Option No. 3 – Mullan Avenue Part 2 of 2)
 - b. Assumptions:

4. Subtask 003: C.2 Project – 90% Design
 - a. J-U-B will prepare 90% design drawings and contract documents as follows:
 - i. J-U-B will review CLIENT comments to the 60% Design for both Base Bid and Additive Alternate and prepare final design drawings.
 - ii. J-U-B will prepare 90% Bid Documents, including contract documents, technical specifications, and final plans for the C.2 Project includes Base Bid and Additive Alternate. The Bid Documents will be based on City engineering standard drawings, the 2015 ISPWC technical specifications (as adopted and modified within the City standards) per City directive, and supplemental technical specifications as required for the project. If the following items are requested, the work will be completed as Additional Services: modifications to the bid schedules or additive alternates; updating ISPWC editions technical specifications; designing or incorporating CLIENT designs for water systems; designing or incorporating CLIENT designs for storm water systems; extending the length of sanitary sewer replacement; full-width roadway replacement or redesign of roadway grades, curbs, gutters, pedestrian ramps, etc.
 - iii. J-U-B will prepare a 90% Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency.
 - iv. J-U-B will conduct an internal Quality Control/ Quality Assurance review of the 90% design drawings and contract documents.
 - v. J-U-B will review 90% design drawings and contract documents, Base Bid and Additive Alternate with CLIENT. CLIENT shall conduct a review of the design and identify issues to address (e.g. legal review of contract documents, review of technical specifications and project plans, including City standards, and etc.). Modifications of other utilities will be provided as additional services.
 - b. Deliverables:
 - i. J-U-B will provide an electronic copy (PDF format) and two printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications for review.

5. Subtask 004: C.2 Project – Bid Documents
 - a. J-U-B will prepare Bid Documents as follows:
 - i. J-U-B will review CLIENT comments to the 90% Design drawings and contract documents for both Base Bid and Additive Alternate and prepare final bid documents. Final Bid Documents, including contract documents, technical specifications, and final plans for the C.2 Project includes Base Bid and Additive Alternate. CLIENT comments are expected to be minor in nature due to the previous review steps; consequently, substantial revisions requested by the CLIENT will be completed under Task 500: Management Reserve upon specific authorization by the CLIENT.
 - ii. J-U-B will prepare a final Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency.
 - b. Deliverables:
 - i. J-U-B will provide an electronic copy (PDF format) and three printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications.

6. Subtask 101: C.2 Project Construction Management Services (CMS)
 - a. For this task, J-U-B will provide the following CMS services:
 - i. J-U-B will prepare a draft notice of advertisement for the project. CLIENT will advertise the project in its paper of record.
 - ii. J-U-B will conduct one pre-bid meeting at CLIENT's office.
 - iii. J-U-B will respond to bidders' questions during the bid phase and prepare and issue addenda as necessary to modify the drawings or specifications. Two addenda anticipated.
 - iv. J-U-B will assist in bid opening, review bids as received, prepare a bid summary, review bids for responsiveness, and issue a recommendation to CLIENT regarding the responsiveness of the bids.
 - v. J-U-B will prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by CLIENT, and assist in contract award.
 - vi. J-U-B will coordinate and attend weekly construction meetings and prepare an agenda and list of construction items to be addressed.
 - vii. J-U-B will perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment A.
 - b. Assumptions:
 - i. Construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
 - ii. This scope does not include material testing and assumes that will be a requirement of the Contractor or Special Inspection firm.
 - iii. CMS support through Substantial Completion: 90 calendar days
 - iv. CMS support through Final Completion: 30 additional days
 - v. Pay Request – 4 total
 - vi. Construction management (CMS) for bi-weekly construction meetings assuming 3 months of active construction (6 total meetings)
 - vii. Submittal review, 6 major submittals are anticipated.
 - viii. Gravity Sewer Pipeline Construction observation estimated at approximately 45 hours/week for 10-weeks of active pipeline construction requiring observation.
 - c. Deliverables:

- i. J-U-B will provide electronic copy record drawings for CLIENT records.

F. Task 500: Management Reserve Fund

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.
3. The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested and authorized by CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CLIENT. When authorized, the ENGINEER will:
 - a. Additional public meetings or outreach as requested by CLIENT.
 - b. Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
 - c. Evaluate, design, and support the CLIENT during construction activities for lateral rehabilitation or sewer main to lateral connection repair, or assist in the development of a lateral rehabilitation "pilot" program.
 - d. Prepare design criteria and calculations for a manhole rehabilitation coating system to provide structural rehabilitation.
 - e. Perform detailed manhole condition assessment, testing, and/or structural evaluation.
 - f. Prepare exhibits and descriptions for CLIENT's use in acquiring easements for open trench point repair locations.
 - g. Provide additional construction administration services due to delays in construction as a result of contractor's activities, or as requested by CLIENT, which extend the construction phase beyond the timeframe assumed above.
 - h. Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
 - i. Perform dye testing and related field work to identify if service laterals are active or inactive for the Open Trench project.
 - j. Review product substitution requests submitted by the Contractor.
 - k. Perform drawdown tests on existing lift station to quantify pump capacity.
 - l. Update CLIENT's geographical information system (GIS) database.
 - m. Update CLIENT's previously completed Master Plan Model to reflect conditions present through the date of the Agreement.
 - n. Procure the services of or coordinate with archaeologists to address archaeological findings within the PROJECT area.
 - o. Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils which may be encountered during construction.
 - p. Assist the CLIENT with procuring the services of a geotechnical engineer for investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during design or construction (other than as identified in the preceding tasks).
 - q. Extend the geotechnical evaluation area, conduct additional exploratory borings, provide preliminary shoring or trenching designs, and related tasks not enumerate in the preceding tasks.
 - r. Perform flow monitoring or smoke testing to supplement previously obtained data.
 - s. Additional meetings or public outreach as requested by CLIENT.
 - t. Assist with Open Trench Point Repairs Design, Bidding, and Construction as requested by CLIENT.
 - u. Assist the CLIENT with bid protests and/or bid disputes.
 - v. Provide the CLIENT with construction warranty period support.
 - w. Perform additional topographic survey and/or field investigation as necessary to verify utility locations.

- x. Assist the Client with void exploration and repair service for the M-interceptor. J-U-B will assist CLIENT with evaluating alternative methods to detect subsurface voids such as ground penetrating radar (GPR). CLIENT will procure services for void detection, as determined necessary by CLIENT. J-U-B will evaluate alternative soil stabilization methods and products and the suitability for repairing voids which may be detected. J-U-B will assist CLIENT with planning the implementation of soil stabilization services and will observe the activities. CLIENT will procure the services of a soil stabilization contractor, as determined appropriate by CLIENT.

G. Task 999: Young Avenue & S. 18th Street Watermain Design

1. Description – Watermain Design

- a. For this task, J-U-B will continue including the design of an 8” Watermain in Young Avenue and S. 18th Street in the C.2 Project Additive Alternate, plan sheets and specifications, anticipated for construction in FY 2022/2023. J-U-B began design of the sanitary sewer for the C.2 Project, Base Bid and Additive Alternate, in May of 2022. J-U-B completed a preliminary Utility Alignment Analysis of Young Avenue in July of 2022 and reviewed options with City staff. The CLIENT selected Option No. 2B – watermain in westbound lane and sanitary sewer constructed from water class pipe material as the preferred utility alignment option for Young Avenue in the project extents. Per discussions with the CLIENT, the watermain design will be included as part of the C.2 Project, Additive Alternate, and will include the following project locations for allowance for potential construction phasing:
 - i. Young Avenue: 8” Watermain from 18th Street to 19th Street
 - ii. S. 18th Street: 8” Watermain from Young Avenue south to the intersection of E. Tower Point Drive.
- b. Assumptions
 - i. J-U-B will provide engineering services to install new 8-inch watermain in Young Avenue between 19th and 18th Street, and install new 8-inch watermain in S. 18th Street from Young Avenue to E. Tower Point Dr. The design will be included in the plans and specifications for the City of Coeur d’Alene Wastewater Departments C.2 Project, Additive Alternate. The pipe size and alignment is anticipated to be similar to those identified in Option No. 2B as discussed at the July 20, 2022 Utility Coordination Meeting with City Staff and per 60% Design Drawings delivered to City Staff in August of 2022. The watermain design will be included in the C.2 Project bid set, Additive Alternate. Minor adjustments to alignment may be made to mitigate conflicts with other underground utilities or private property encroachment at the direction of the CLIENT. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction.
 - ii. Based on City’s current Comprehensive Plan and conversations with City Staff during scoping, project does not require Preliminary Engineering Report. Comprehensive Plan identified upsizing undersized mains as future projects. If Preliminary Engineering Report is required, it will be completed under Additional Services

2. Subtask 001: Watermain – Topographic Survey

- a. Completed under FY 2021/2022 Contract. No work is anticipated for this task in FY 2022/2023 and is not included in this scope of services

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

3. Subtask 002: Watermain – 60% Design

- a. Completed under FY 2021/2022 Contract. No work is anticipated for this task in FY 2022/2023 and is not included in this scope of services

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

4. Subtask 003: Watermain – 90% Design
 - a. J-U-B will prepare 90% design drawings and contract documents as follows:
 - i. J-U-B will review CLIENT comments to the 60% design of watermain. J-U-B will split watermain work into two bid schedules for potential construction phasing: Young Avenue (Schedule C) and 18th Street (Schedule D).
 - ii. J-U-B will include watermain design on City Wastewater Departments 90% Bid Documents, including contract documents, technical specifications, and final plans. The Bid Documents will be based on City engineering standard drawings, the 2015 ISPWC technical specifications (as adopted and modified within the City standards) per City directive, and supplemental technical specifications as required for the project. If the following items are requested, the work will be completed as Additional Services: modifications to the bid schedules or additive alternates; updating ISPWC editions technical specifications; designing or incorporating CLIENT designs for storm water systems; extending the length of watermain replacement; full-width roadway replacement or redesign of roadway grades, curbs, gutters, pedestrian ramps, etc.
 - iii. J-U-B will prepare a 90% Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency. The cost estimate will include a separate schedule for watermain work associated with Additive Alternate. CLIENT noted all watermain materials will be provided by City Water Department. Cost estimate for watermain work to include installation of materials only.
 - iv. J-U-B will conduct an internal Quality Control/ Quality Assurance review of the 90% design drawings and contract documents.
 - v. J-U-B will review 90% design drawings and contract documents with CLIENT. CLIENT shall conduct a review of the design and identify issues to address (e.g. legal review of contract documents, review of technical specifications and project plans, including City standards, and etc.). Modifications of other utilities will be provided as additional services.
 - b. Deliverables:
 - i. J-U-B will provide an electronic copy (PDF format) and two printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications for review.

5. Subtask 004: Watermain – Bid Documents
 - a. J-U-B will prepare Bid Documents as follows:
 - i. J-U-B will review CLIENT comments to the 90% Design drawings and contract documents for watermain design and prepare final bid documents. Final Bid Documents, including contract documents, technical specifications, and final plans for the C.2 Project includes watermain design. CLIENT comments are expected to be minor in nature due to the previous review steps; consequently, substantial revisions requested by the CLIENT, including modifications to bid Schedules, will be completed under Task 500: Management Reserve upon specific authorization by the CLIENT.
 - ii. J-U-B will prepare a final Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency. The cost estimate will include a separate schedule for watermain work associated with Additive Alternate. CLIENT noted all watermain materials will be provided by City Water Department. Cost estimate for watermain work to include installation of materials only.
 - b. Deliverables:
 - i. J-U-B will provide an electronic copy (PDF format) and one printed set of the Bid Documents for City Water Department and City Wastewater Department, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications.

6. Subtask 101: Watermain Construction Coordination
 - a. For this task, J-U-B will provide the following coordination services:
 - i. J-U-B will distribute bidders' questions during the bid phase to the City Water Department.
 - ii. J-U-B will assist the City in preparing various documents throughout the construction process including applications for payments, submittal review cover sheets, change orders, field orders and additional items as requested by the City Water Department.
 - iii. J-U-B will provide minimal construction observation (budgeted at 16 hours). Construction observation will be used to verify payment quantities, surface repair items, record drawings, and additional services as requested by the City Water Department.
 - iv. J-U-B will provide construction staking per the Contract Documents.
 - b. Assumptions:
 - i. City Water Department staff will perform submittal reviews and construction observation. J-U-B will be provided with GPS information on mainline, fitting, valves and appurtenances for Record Drawings.
 - ii. Construction will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
 - iii. This scope does not include material testing and assumes that will be a requirement of the Contractor or Special Inspection firm.
 - iv. Construction coordination support through Substantial Completion: 90 calendar days
 - v. Construction coordination support through Final Completion: 30 additional days
 - c. Deliverables:
 - i. J-U-B will provide electronic copy record drawings for CLIENT records.

PART 3 - And other additional services specifically requested by CLIENT.CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 1. N/A

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.

C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
000	Project Management	Time and Materials (Estimated Amount Shown)	\$13,100	Concurrent with work progress
100	Trenchless Rehabilitation Project	<i>Reserved</i>	--	--
200	Open Trench Replacement Projects	<i>Reserved</i>	--	--
300	Inflow and Infiltration Reduction	<i>Reserved</i>	--	--
400	Capital Improvement Projects – C.2 Project 90% Design & Bid Documents	<i>Time and Materials (Estimated Amount Shown)</i>	\$70,800	Final C.2 Project Design Documents by 4 months from date of agreement.
400	Capital Improvement Projects – C.2 Project CMS	Time and Materials (Estimated Amount Shown)	\$159,800	Concurrent with work progress.
500	Management Reserve	Time and Materials (Estimated Amount Shown)	\$50,000	As mutually agreed to by CLIENT and J-U-B
600	GIS Services	Under Separate Contract	--	--

700	Master Plan Updates	<i>Reserved</i>	--	--
999	Watermain Design – 90% Design and Bid Documents	Time and Materials (Ceiling Amount Shown)	\$9,900	Concurrent with Task 400.
999	Watermain Construction Coordination	Time and Materials (Estimated Amount Shown)	\$10,300	Concurrent with work progress.
Total:			\$313,900	

NOTE on Coronavirus and Schedule: *J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.*

Certification Concerning Boycott of Israel. *Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.*

E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-A.

Exhibit(s):

- Exhibit 1-A: Work Breakdown Structure Summary
- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Disposal (S04)
2. Municipal/Utility Engineering (203)



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC. Standard Exhibit A – Construction Phase Services

Client Name: City of Coeur d'Alene Wastewater Department Project: FY 2022/2023 Collection System Projects

The Agreement for Professional Services dated ____ is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-'s review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

J-U-B does not have authority over or responsibility for safety precautions (including the COVID-19 plan and compliance) related to the work of the contractor(s), or for any failure of contractor(s) to comply with applicable laws, rules, regulations, ordinances, codes, or orders. CLIENT agrees to indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs associated with Contractor's site safety, including their COVID-19 compliance program.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- Yes 1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
- No
- Yes 2. *Pre-Construction Conference.* Participate in a pre-construction conference.
- No
3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- Yes a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- No
- Yes b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- No
- Yes 4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- No
- Yes 5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- No
- Yes 6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- No
- Yes 7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- No

J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

- Yes
 No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- Yes
 No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- Yes
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

- Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
 No
- Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
 No
- Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
 No
- Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
 No
- Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 No
- Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
 No
- Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
 No
- Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
 No
- Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.
11. *Reports.*
 - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
 - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
 - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished

by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE SUMMARY

BASIS OF FEE ESTIMATE



J-U-B ENGINEERS, INC.

J-U-B FAMILY OF COMPANIES

Project Title, Client: FY2022/2023 Collection System Project, City of Coeur d'Alene

Project Number: 20-23-011

Prepared By: CRB/JPW

Task Number	Subtask Number	Task/Subtask Name	Total Compensation
000		Project Management	\$13,100
000	001	Project Management	\$13,100
100		Trenchless Rehabilitation Project	\$0
100	001	Trenchless Rehabilitation Project	\$0
200		Open Trench Project Design	\$0
200	001	Open Trench Project Design	\$0
300		Inflow and Infiltration Reduction	\$0
300	001	Inflow and Infiltration Reduction	\$0
400		Capital Improvement Projects	\$230,600
400	001	C.2 Project - Topographic Survey	\$0
400	002	C.2 Project - 60% Design	\$0
400	003	C.2 Project - 90% Design	\$53,000
400	004	C.2 Project - Bid Documents	\$17,800
400	101	C.2 Project Construction Management Services (CMS)	\$159,800
500		Management Reserve	\$50,000
500	001	Management Reserve	\$50,000
600		GIS Services	\$0
600	001	GIS Services	\$0
999		Young Ave & S. 18th St. Watermain Design & Construction	\$20,200
999	001	Watermain - Topographic Survey	\$0
999	002	Watermain - 60% Design	\$0
999	003	Watermain - 90% Design	\$9,000
999	004	Watermain - Bid Documents	\$900
999	101	Watermain Construction Coordination	\$10,300
TOTAL			\$313,900

**PUBLIC WORKS/GENERAL SERVICES
STAFF REPORT**

DATE: NOVEMBER 7, 2022

FROM: GLEN POELSTRA, WATER DEPARTMENT UTILITY SUPERVISOR

SUBJECT: AWARD BID AND APPROVAL OF PURCHASE OF METER BOXES FOR ANNUAL YARDLEY SERVICE LINE REPLACEMENT PROGRAM

=====

DECISION POINT: Should City Council accept the lowest responsive quote and approve purchase of Armorcast meter boxes from Ferguson Waterworks in the amount of \$99,652.80 for the Annual Yardley Service Line Replacement program?

HISTORY: Polyethylene service lines (PEP) are expected to have an average service life of approximately 75 years per industry standards, dependent on installation techniques, soil conditions and water quality. For the past 10 years the Water Department has been experiencing increasing failures of some older polyethylene service line known as Yardley pipe. The Yardley service pipe was manufactured and sold from the mid 1960's to the late 1970's. Polyethylene pipe is supposed to remain pliable and flexible over its expected service life to resist ground movement and corrosive soil conditions. However, due to a discovered defective resin compound used in the manufacturing process, as the Yardley service pipe ages, it actually hardens and becomes extremely brittle, prone to cracking and shearing. Staff's initial evaluation of the service tap cards, a record of each individual service in the City, revealed that over 5,000 of the Yardley services existed in the public water system. An annual replacement program was established to replace all of these services and have concentrated on areas where anticipated street maintenance was to occur. The meter boxes are one component of the service replacement and purchasing in bulk quantity yields the best price.

FINANCIAL ANALYSIS: Pursuant to the City's Purchasing Policy, three quotes were solicited by staff for the Armorcast brand, composite meter boxes in a quantity to meet the expected annual service replacements. Quotes were received from two of the three vendors with the third vendor declining to submit due to cost issues and availability with the manufacturer. The quotes received were from Consolidated Supply Company at \$102,288.48 and Ferguson Waterworks at \$99,652.80. H.D. Fowler was the vendor that declined to submit. Funding for the service line replacements is included in the FY 22-23 budget line item which also includes water main replacements in the amount of \$750,000.00. Other anticipated materials and projects are included in this line item.

PERFORMANCE ANALYSIS: The Water Department originally used concrete meter boxes which are extremely heavy and fragile. Staff experimented with other types of meter boxes and ultimately chose the Armorcast composite meter boxes as they were very similar in size to the existing boxes but much lighter and much more durable due to the composite construction of the box. The boxes and lids come in 15,000 and 20,000 pound load capacity so they can withstand

being driven on where the concrete boxes would easily be crushed. Past practice has been to purchase a small truck load at a time but due to supply chain issues for the past couple of years, staff has elected to purchase a large quantity to ensure they are readily available for projects.

DECISION POINT/RECOMMENDATION: City Council should accept the lowest responsive quote and approve purchase of Armorcast meter boxes from Ferguson Waterworks in the amount of \$99,652.80 for the Annual Yardley Service Line Replacement program.



**PERSONAL PROPERTY & SERVICES PRICE
REASONABLENESS FORM**

To: **Finance Department**

From:

Date:

Required Action: Complete for procurements of:

- Any titled or rolling stock for not more than \$50,000;
- Property with a useful life of one year and more that cost between \$20,000 - 50,000
- All property between \$50,000 and \$100,000;

Personal property or Service Description: _____

Purchase in financial plan? Yes No If yes, budget amount in financial plan - \$ _____

If non-budgeted – Date Council approved: _____

Competitive Quotes Obtained:

1st vendor name and price: _____

2nd vendor name and price: _____

3rd vendor name and price: _____

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: _____

Vendor Awarded: _____ Date: _____

New vendor to the City? Yes No *If yes, attach a completed W-9*

Department Head Signature: _____

Department: _____ Date: _____

Comptroller Approval Signature: _____



FEL - SPOKANE WW #1808
 7310 E INDIANA AVE
 SPOKANE VALLEY, WA 99212-0000

Phone: 509-468-1899
 Fax: 509-922-6389

Deliver To: 18983
 From: Patrick Gannon
 Comments:

13:37:51 OCT 24 2022

Page 1 of 1

FERGUSON WATERWORKS #3011

Price Quotation

Phone: 509-468-1899

Fax: 509-922-6389

Bid No: B437014
Bid Date: 10/10/22
Quoted By: PG

Cust Phone: 208-769-2300
Terms: NET 10TH PROX

Customer: CITY OF COEUR D ALENE
 710 MULLAN AVE
 COEUR D ALENE, ID 83814

Ship To: CITY OF COEUR D ALENE
 710 MULLAN AVE
 COEUR D ALENE, ID 83814

Cust PO#: QUOTE #3 ARMORCAST

Job Name: QUOTE 3

Item	Description	Quantity	Net Price	UM	Total
AA60011866RCIH10	13X24 CVR CI HNGD RDR H10 CDA	120	126.940	EA	15232.80
AA6001946PCX18	13X24X18 RPM MTR BX 20K	240	270.150	EA	64836.00
AA6001946PCX12	13X24X12 RPM MTR BX 20K	120	163.200	EA	19584.00
Net Total:					\$99652.80
Tax:					\$0.00
Freight:					\$0.00
Total:					\$99652.80

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1808&on=56535>

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: NOVEMBER 15, 2022

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR, AND
HILARY PATTERSON, COMMUNITY PLANNING DIRECTOR

SUBJECT: APPROVAL OF AGREEMENT WITH GRANICUS FOR HOST
COMPLIANCE SERVICES

=====

DECISION POINT: Should City Council approve an agreement with Granicus for Short-term rental host compliance services in the amount of \$38,093.87, with the intent that a fee increase hearing will be set in order to begin recouping of the cost with STR permits in March 2023?

HISTORY: City staff has been requested to research and recommend amendments to the short-term rental code. At a Joint workshop with the Planning Commission and City Council, held October 24, 2022, it was noted that some citizens believe there are too many STRs on their blocks. Additionally, many of those who testified at the workshop noted the need for more specific data. During interviews with several host compliance service companies, it was estimated that the City has between 840 and 1200 vacation rentals, with only 453 legally permitted. In order to make the best recommendations on how to proceed with future permitting, it is important to identify where the illegal rental units are located and what effect that is having on neighborhood integrity. It was also noted that there are now over 70 rental sites on the internet and the City simply does not have the resources to monitor all the sites. The host compliance companies, on the other hand, have computer programs and staffing to perform these services. It is estimated it will take 6 weeks to complete the review and listing of rentals/owners.

FINANCIAL ANALYSIS: Staff contacted three companies and engaged in two site demonstrations and dashboard reviews of the services. All of the companies offer the following services: Identification, notification, 24/7 hotline, compliance letters/documentation based on our Code, issuance of permits, and collection of fees. One of the companies was not willing to separate its services, but requested that it still be considered if the City decides to have a company issue STR permits in the future.

Staff recommends retaining Granicus to perform the property owner identification for the non-licensed properties, send out notification letters when we are ready, monitor compliance, and host the 24/7 hotline. Granicus was willing to work with the City's timeline, combine GIS mapping, and agree to separate out their modules, as well as having a user-friendly platform for staff to access. Staff will work to provide the enforcement workflow for the 24/7 hotline so that it ensures documentation of all violations and that the appropriate staff are notified, i.e., police, code enforcement, and/or municipal services (licensing). The cost for Granicus' services will be included in the March permit fees. The annual permit fee should include all costs associated with providing the permits. Currently, the City has 453 issued permits. So, including the technology

fee from Granicus divided by 453 permits would increase the permit fee \$84.09/permit. Based on the current permit fee, the first-year permit would increase from \$285 to \$369.09, and renewals would increase from \$96.00 to \$180.09. Please note that City Council has not yet determined if there will be a maximum number of permits or how current permits will be reviewed or renewed and/or any other costs associated with the program such as inspections. Therefore, any additional costs would need to come forward through another public hearing.

PERFORMANCE ANALYSIS: In order to keep moving forward with Code revisions, it is important to engage these services now, in order to start the 6-week turnaround time.

DECISION POINT/RECOMMENDATION: City Council should approve an agreement with Granicus for Short-term rental host compliance services in the amount of \$38,093.87, with the intent that a fee increase hearing will be set in December to begin recouping the cost with STR permits in March 2023.

Vision Match – Measurable Outcomes



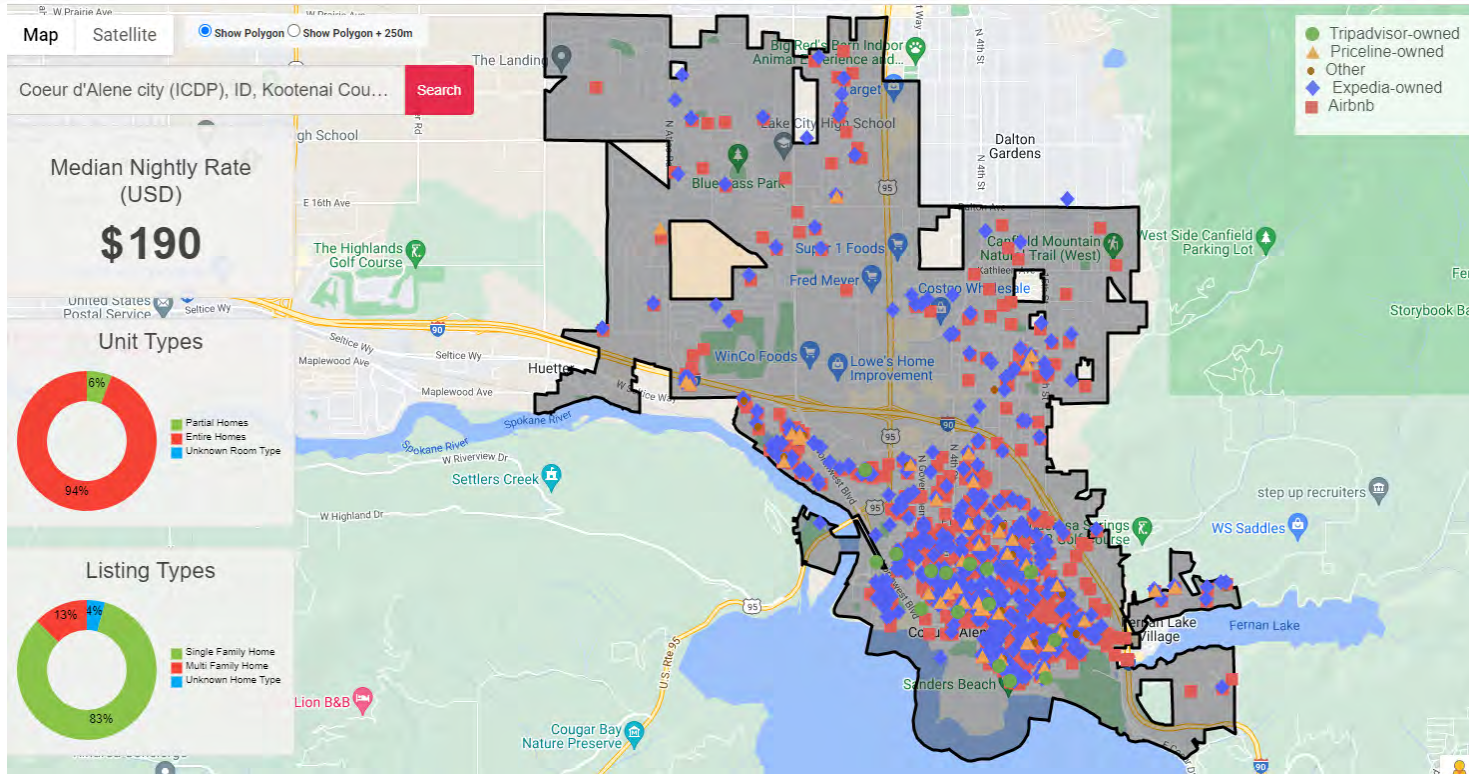
Your Priorities	Granicus Solution	Proof Point
Improve monitoring of short-term rentals (STRs) within the city.	Address Identification	Eddie Dichter, Current Planning Manager and the City of Henderson NV were surprised to learn that 400 short-term rentals were operating illegally when they knew of only a few units that had caused complaints. By contracting with Host Compliance (Granicus) the city improved compliance by 50%.
Send physical notices to STRs to educate and improve compliance.	Compliance Monitoring	Deborah Lovejoy, City Clerk of the City of Rexburg ID shared the team is enjoying the service! Taking over monitoring and letter sending helped staff become more efficient to focus on life safety inspections and permitting.
Address nuisance issues.	24/7 Dedicated Hotline	Nashville and Davidson County, TN struggling to deal with party house complaints, non-compliance and staff resources (1,400 STR/employee), and after Jon Michael, Metro Zoning Administrator contracted with Granicus, achieved of 90% compliance without adding additional staff. Addressing complaint response times was a key concern and given the program's success, it has been featured in the news.
Improve permit efficiency.	Mobile Registration	Roy Given, Finance Director of Marin County CA, contracted with Granicus and found the use of online permitting has improved short-term rental operators experience and compliance as well. Having an online renewal option prompt allows more businesses to renew their business licenses on time, while reducing the lines in offices. Combining online services with communications, such as bulk email reminders to businesses with expired business licenses, also resulted in an 80% reduction in prior-year business license delinquencies.

<https://granicus.com/how-a-city-brought-200-short-term-rentals-into-compliance-in-6-months-with-host-compliance/>

https://www.nashvillescene.com/news/pithinthewind/metro-makes-it-easier-to-complain-about-the-bachelorette-party-next-door/article_061e7b4d-4d58-5e0e-b78b-9d8b453e95cf.html

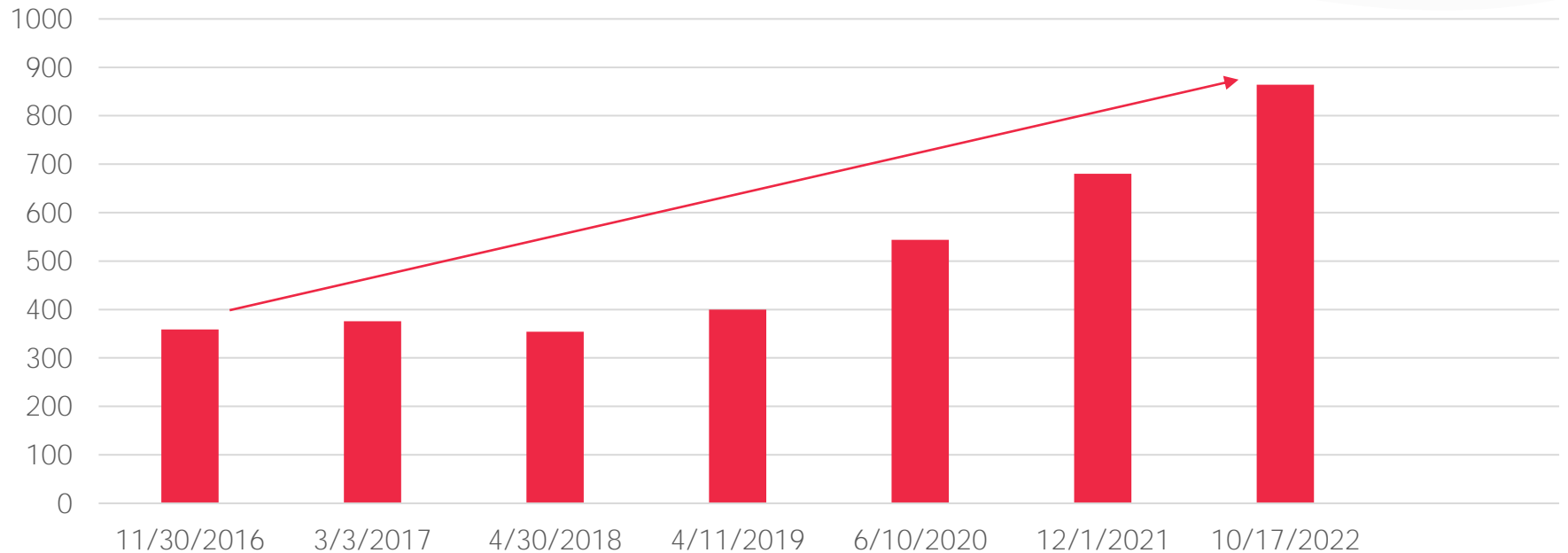
<https://granicus.com/how-marin-county-created-a-higher-reach-to-rental-owners-and-built-better-capability-for-code-compliance/>

In Coeur d'Alene we have identified 1,098 listings, representing 864 unique rental units as of October 2022



Counting only unique rental units, Coeur d'Alene has seen 140% growth since 2016





STR counts by year



Why Granicus?

- Partnered with 400+ local governments to address their short-term rental challenges including Rexburg and Ketchum.
- Already a technology partner of Coeur **d'Alene** of public records request solutions (GovQA) so you know we have a history of delivering on your desired outcomes and how we are to work with as a vendor.

Modular pricing tailored to Coeur d'Alene's short-term rental needs

		Standard Annual Pricing
 Address Identification	Automated monitoring of 70+ STR websites and online dashboard with complete address information and screenshots of all identifiable short-term rentals.	\$27,018
 Compliance Monitoring	Ongoing monitoring of STRs for zoning and permit compliance coupled with systematic outreach to illegal short-term rental operators.	\$14,260
 Mobile Permitting	Online forms and back-end systems to streamline the registration process and capture required documentation, signatures and payments electronically.	\$10,507
 24/7 Hotline	Make it easy for neighbors to report, prove, and resolve non-emergency short-term rental related problems in real-time, any day, at any hour.	\$10,507

RESOLUTION NO. 22-055

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN ENGAGEMENT OF SERVICES AGREEMENT WITH GRANICUS FOR SHORT-TERM RENTAL HOST COMPLIANCE SERVICES IN THE AMOUNT OF \$38,093.87.

WHEREAS, the Municipal Services Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Engagement of Services Agreement with Granicus for short-term rental host compliance services in the amount of \$38,093.87, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Engagement of Services Agreement with Granicus for short-term rental host compliance services in the amount of \$38,093.87, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 15th day of November, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Coeur d'Alene ID

Granicus Proposal for Coeur d'Alene ID

ORDER DETAILS

Prepared By: Kyle Salonga
Phone: 415.874.1783
Email: kyle.salonga@granicus.com
Order #: Q-241356
Prepared On: 11/10/2022
Expires On:

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: This Agreement shall become effective on the date it is awarded and will continue for 12 months. Client will have the option to renew this Agreement for 2 period(s) of 1 year each.

Resolution No. 22-055

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
24/7 Hotline - Setup and Configuration	Up Front	1 Each	\$0.00
24/7 Hotline - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
Address Identification	11/16/2022 to 11/15/2023	Annual	1 Each	\$21,614.40	\$21,614.40
24/7 Hotline	11/16/2022 to 11/15/2023	Annual	1 Each	\$8,405.60	\$8,405.60
Compliance Monitoring	3/1/2023 to 11/15/2023	Annual	1 Each	\$11,407.60	\$8,073.87
SUBTOTAL:				\$41,427.60	\$38,093.87

Resolution No. 22-055

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Address Identification	\$22,262.83	\$22,930.72
24/7 Hotline	\$8,657.77	\$8,917.50
Compliance Monitoring	\$11,749.82	\$12,102.32
SUBTOTAL:	\$42,670.42	\$43,950.54

Resolution No. 22-055

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction <ul style="list-style-type: none"> - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
24/7 Hotline	24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos) <ul style="list-style-type: none"> - 24/7 call center for citizens to contact and report complaints verbally - Recordings for all call center complaints - Email notifications to your team when complaints are logged - Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint - SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes - Hotline Dashboard for tracking complaint volumes, trends, and categories - Ability to upload Notes/Comments to each complaint
Compliance Monitoring	Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7 <ul style="list-style-type: none"> - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement

Resolution No. 22-055

Solution	Description
Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. <i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
24/7 Hotline - Setup and Configuration	Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.
24/7 Hotline - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.

Resolution No. 22-055

TERMS & CONDITIONS

- Link to Terms: <https://granicus.com/legal/licensing>
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Coeur d'Alene ID to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

Resolution No. 22-055

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-241356 dated 11/10/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Coeur d'Alene ID	
Signature:	
Name:	
Title:	
Date:	

Resolution No. 22-055

**CITY COUNCIL
STAFF REPORT**

DATE: November 15, 2022

FROM: Chelsea Nesbit, CDBG Specialist

SUBJECT: Grant Award Recommendations and Requested Approval to Enter into CDBG Agreements using 2022 Community Opportunity Grant Funds

DECISION POINT:

Should City Council authorize staff to proceed with agreements using 2022 CDBG funds to fund TESH Inc and St. Vincent de Paul of North Idaho, for their projects supporting public facilities improvements?

CDBG COMMUNITY OPPORTUNITY GRANT FUNDING

CDBG HISTORY: The City receives an annual allocation from the Housing and Urban Development Agency (HUD). With roughly half this funding, the City manages an annual Community Opportunity Grant accepting proposals for projects benefitting low to moderate income Coeur d'Alene residents and neighborhoods.

Based on the 2022 Annual Action Plan, \$192,367 was budgeted for the Community Opportunity Grants. The minimum grant request was specified at \$35,000 to reduce staff time required to manage each awarded grant recipient.

Of the total funding available, a maximum of 15% of the total allocation could be allocated to public service type grants, including the \$10,000 annual Meals on Wheels allocation.

On August 9, 2022 and August 23, 2022, the City advertised the request for proposals. Additionally, the funding availability notice was posted to the City webpage, City Facebook, CDA TV, and shared via direct phone calls, flyers and group emails to all 189 people on the stakeholders list, which includes many service organizations and interested parties that specifically provide services to low to moderate income citizens. An Educational Workshop was held on August 25, 2022 in person and via Zoom. These workshops were publicly advertised and provided information on CDBG eligibility overview and technical assistance. The grant cycle was open from August 9, 2022 through September 22, 2022.

The Volunteer Ad Hoc Grant Review team met on October 25, 2022 to review and rate the applications. The group included the following participants: Council Member Woody McEvers, Pamela Bates (Volunteer Senior Service Coordinator), and Lindsay Allen (President of d'Alene Association of Realtors). Team member Jon Ingalls was out of town and unable to participate.

FINANCIAL:

The 2022 total allocation from HUD was \$349,112. Of that amount, \$192,367 was allocated to the Community Opportunity Grant in the 2022 Annual Action Plan. Funding requests for the 2022 grant cycle totaled \$662,458.

The public service maximum for the 2022 fund year can only be 15% of the annual allocation; there is already a \$10,000 public service allocation to the Lake City Center for the Meals on Wheels program.

The Volunteer Ad Hoc Grant Review team recommends the following allocations.

PUBLIC SERVICE PROJECT REQUESTS:

Lake City Center Meals on Wheels Annual Grant \$10,000

Applications for Public Service projects were received as follows:

CDAIDE (\$42,367)

United Way of North Idaho (\$35,000)

Children's Village (\$38,504)

Delays in spending down funds in the public service category from previous years present a risk of exceeding HUD's Public Service allowable spending in 2022. Based on guidance from the City's HUD representative about the likelihood of exceeding the maximum amount, which would require a repayment to HUD, staff recommended not to fund any additional Public Service grants for Plan Year 2022 in order to stay in compliance with the 15% cap.

PUBLIC FACILITY PROJECT REQUESTS

TESH (Recommended: \$63,944)

TESH requested \$71,792. TESH's mission is to offer choices and opportunities to people with disabilities of all ages seeking greater independence, self-sufficiency and participation in their community.

TESH applied for grant funding for the replacement of fluorescent lighting, adding dimmers and motion sensors, and adding lighting for safety in their parking lot. Lighting is original to the building, approximately 30 years old. There is currently no lighting in the parking lot.

The Volunteer Ad Hoc Grant Review team recommends funding \$63,944 to allow TESH to complete this project. TESH has confirmed they will be able to complete the project if funded in the reduced amount using a portion of their savings.

St. Vincent de Paul (Recommended: \$128,423)

St. Vincent de Paul requested \$128,423 in order to complete the previously funded restroom rehab project funded in the amount of \$60,000 in Plan Year 2021. Due to the discovery of asbestos, additional funding is requested for abatement. This project would be also expanded to include renovation of the conference room as well, to combine the abatement process into one larger project. Without additional funding, St. Vincent will not be able to proceed with the restroom rehab project, due to significant decreases in revenue from thrift store sales.

- Rehabilitate H.E.L.P. Center restrooms that are original to the building (1963).
- Renovations would replace grouted surfaces with non-porous surfaces for increased sanitation and easier cleaning.
- Redesign to accommodate more users and enable easier access for those with mobility issues.
- Rehabilitate the conference room

Conference room facilities are utilized by many organizations within the community who also serve the LMI population.

Conference Room Facilities Use:

- Region One Point in Time Homeless Census Count Planning Committee - Monthly November through March - group includes approximately 20 local organizations that assist with count.
- Region One Homeless Coalition meetings - monthly - John Bruning (SVdP Board VP) is the Chair - Meetings are composed of 50 organizations in the area. Pre-COVID there were about 35 in -person, with 10 calling in. Those numbers now fluctuate with approximately 20 in attendance, 10 to 15 calling in.
- IDOL Jobs Training Classes - Just initiated and currently composed of ICARE parents and Shelter guests. Our hope is to open to the public once established.
- Housing Subcommittee of the Region One Behavioral Health Board - Pre-CoVID these meetings were in -person. Pre-COVID these meetings were in -person - have moved to ZOOM.
- NIC Headstart - Monthly meetings
- Probation & Parole - Pre-COVID - Monthly meetings were held
- NAMI Board meetings - held monthly in conference room - NAMI also rents cubicle space
- Budgeting Classes - held on a regular basis - Just initiated and currently composed of ICARE parents and Shelter guests. Our hope is to open to the public once established.

- Leadership CDA - Health and Wellness day held annually
- Department of Health and Welfare Panel Discussion with Those with Lived Experience - Being held monthly. Several local nonprofits are collaborating on this.
- CDA2030 - Will be meeting in conference room 2X a month
- ICARE Community classes - Parenting and Stewards of Children - Close to 100 sessions held per year

OTHER COMMUNITY OPPORTUNITY GRANT REQUESTS:

Lake City Academy (\$69,014)

ADA Ramp. Private school, not in LMI census tract. 47% of students LMI. Does not meet the HUD threshold for eligibility.

Faith Walk Community Fitness Park (\$35,000)

Fitness Park. Accessible to anyone, including those with disabilities. Serves in LMI census tracts. Determined less of a priority at this time than those projects that more directly serve in capacities that support housing, food and support for the disabled.

Orchard Ridge (\$192,358)

Construction planning of new facility. Determined ineligible due to being the construction of market rate residential units, rather than LMI units. No direct benefit to LMI population.

NIC (\$50,000)

Veterans and Military Family Scholarship Project. Scholarship fund to assist military families with tuition costs in order to free up money for housing, food, and transportation costs in order for veterans to pursue an education or skill. Determined ineligible due to being an indirect benefit. Tuition costs not directly tied to job creation are ineligible.

PERFORMANCE ANALYSIS:

Authorizing these grant awards will allow TESH and St. Vincent De Paul to move forward with their projects supporting public facilities improvements.

All Committee funding suggestions support projects for at-risk members of Coeur d’Alene’s low-to-moderate income community and meet HUD project and activity standards.

Organization	Requested Amount	Recommended Amount
TESH, Inc.	\$71,792	\$63,944
St. Vincent de Paul	\$128,423	\$128,423
Totals	\$192,367	\$192,367

DECISION POINT/RECOMMENDATION:

1. The Council should authorize staff to enter into contracts for the 2022 CBDG Community Opportunity Grants with the following organizations:
 - SVDP for their restroom and conference room rehabilitation for \$128,423
 - TESH for the replacement of fluorescent lighting, adding dimmers and motion sensors, and adding lighting for safety in their parking lot for \$63,944.

Plan Year 2022 CDBG Funding Recommendations

City Council Meeting – November 15, 2022

Chelsea Nesbit, CDBG Specialist



DECISION POINT

Should City Council authorize staff to proceed with agreements using 2022 CDBG funds to fund TESH Inc. and St. Vincent de Paul of North Idaho, for their projects supporting public facilities improvements?

CDBG History

The City receives an annual allocation from the Housing and Urban Development Agency (HUD). Community Opportunity Grant proposals for projects that benefit low to moderate income Coeur d'Alene residents are accepted each year.

- Based on the 2022 Annual Action Plan, \$192,367 was budgeted for the Community Opportunity Grants
- A maximum of 15% of the total annual allocation can be used to fund public service projects

Advertising Process

- The City advertised the request for proposals and Notice of Funding Availability was posted on August 9, 2022 and August 23, 2022.
- Educational Workshop held in person and via Zoom August 25, 2022
- The grant cycle was open from August 9, 2022 to September 23, 2022

Review Committee

The Volunteer Ad Hoc Grant Review team met October 25, 2022 to review and rate the applications.

- Council Member Woody McEvers
 - Pamela Bates (Volunteer Senior Service Coordinator)
 - Lindsay Allen (President of CDA Association of Realtors)
- (Note: Jon Ingalls was out of town and not able to participate)*

Projects were prioritized based on community needs and applications received.

Consolidated Plan Goals

Goal 1: Increase the supply of for-sale housing at prices affordable to the City's low and moderate income workers.

Goal 2: Increase the supply of rental housing affordable to the City's extremely low-income renters and residents with special needs, including persons who are homeless.

Goal 3: Improve the City's sidewalks to make them more accessible to persons with disabilities.

Goal 4: Continue with neighborhood revitalization efforts to improve the condition of housing in low income areas.

Goal 5: Expand higher-paying employment opportunities for the residents of Coeur d'Alene through economic development.

Goal 6: Offer Public Service Program assistance to service organizations supporting low and moderate income residents of Coeur d'Alene.

2022 CDBG Grant

\$349,112

\$69,822

\$5,000.00

\$71,923

\$192,367

Total Allocation

Admin

Sidewalks

EMRAP

Community Opportunity Grant

- \$15% of Total Allocation allowable for Public Service Projects
- \$10,000 Annual Meals on Wheels Grant

Public Service Grants

The public service maximum is **15%** of the annual allocation \$349,112

There is an existing annual public service grant of **\$10,000** to Lake City Center for the **Meals on Wheels program**.

Plan Year 2022 Public Service Funding Requests

- **Lake City Center** Meals on Wheels Annual Grant \$10,000

Applications Received for Public Service Projects:

- **CDAIDE** (\$42,367)
- **United Way of North Idaho** (\$35,000)
- **Children's Village** (\$38,504)

Plan Year 2022 Public Service Funding Requests

- Delays in spending down funds from previous years present a risk of exceeding HUD's Public Service allowable spending in 2022.
- Staff recommends not funding any additional Public Service grants for Plan Year 2022 in order to stay in compliance with HUD's 15% cap.

Plan Year 2022 Community Opportunity Funding Requests

Tesh Requested: \$71,792 Recommended: \$63,944

- Replacement of fluorescent lighting,
- Adding dimmers and motion sensors, and
- Adding lighting for safety in their parking lot.

Lighting is original to the building, approximately 30 years old. There is currently no lighting in the parking lot.

Plan Year 2022 Funding Requests

St. Vincent de Paul North Idaho Request: \$128,423

- H.E.L.P. Center restrooms are original to the building: 1963
- Renovations would replace grouted surfaces with non-porous surfaces for improved sanitation and easier cleaning.
- Redesign will enable easier access for those with mobility issues.
- Rehabilitation of Conference Room.
- Without additional funding, project cannot move forward.

Plan Year 2022 Community Opportunity Additional Funding Requests

- **Lake City Academy (\$69,014)** ADA Ramp
- **Faith Walk Community Fitness Park (\$35,000)** Fitness Park
- **Orchard Ridge (\$192,358)** Construction planning of new facility
- **NIC (\$50,000)** Veterans and Military Family Scholarship Project

Community Opportunity Grant Funds

Total Non Public Service Funds: \$179,319

Organization	Requested Amount	Amount Recommended
Tesh, Inc.	\$71,792	\$63,944
St. Vincent de Paul	\$128,423	\$128,423
Totals	\$200,215	\$192,367

PERFORMANCE ANALYSIS

All projects fall under the CDBG National Objective **Benefit to low- and moderate-income (LMI) persons or Benefit to low- and moderate-income clientele (LMC)**

Authorizing these grant awards will allow TESH Inc. and St. Vincent de Paul to move forward with their projects supporting public facilities improvements.

DECISION POINT / RECOMMENDATION

The Council should authorize staff to enter into contract negotiations for the 2022 CBDG Community Opportunity Grants with the following organizations:

- SVDP for their restroom and conference room rehabilitation for \$128,423
- TESH Inc. for the replacement of fluorescent lighting, adding dimmers and motion sensors, and adding lighting for safety in their parking lot for \$63,944.

RESOLUTION NO. 22-056

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AGREEMENTS WITH ST. VINCENT DE PAUL AND TESH, INC., FOR GRANTS IN THE CDBG PLAN YEAR 2022.

WHEREAS, the CDBG Specialist of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into agreements with St. Vincent de Paul in the amount of \$128,423.00 and TESH, Inc., in the amount of \$63,944.00 for grants in the CDBG Plan Year 2022, pursuant to terms and conditions set forth in the agreements, copies of which are attached hereto as Exhibits "A" and "B" 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 agreements.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements with St. Vincent de Paul in the amount of \$128,423.00 and TESH, Inc., in the amount of \$63,944.00 for grants in the CDBG Plan Year 2022, in substantially the forms attached hereto as Exhibits "A" and "B" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 15th day of November, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

AGREEMENT FOR CDBG GRANT FUNDS FOR St. Vincent de Paul North Idaho

CDBG PROGRAM YEAR: 2022

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 Avenue, 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 from the Community Development Block Grant Program, identified as Grant No. B-22-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding One Hundred Twenty-eight Thousand Four Hundred Twenty-three dollars and no cents (\$128,423.00) to the Subrecipient for Public Facility Improvements. 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(ies) carried out under this Agreement will meet the National Objective to serve low-to-moderate income persons by providing grant funds to ST. VINCENT DE PAUL NORTH IDAHO that will help them rehabilitate the restrooms and conference room at the Vincent de Paul Community H.E.L.P. Center, benefitting homeless and non-homeless low to moderate income clientele, including chronically homeless and non-homeless ALICE populations, veterans, returning citizens, at risk seniors, and victims of domestic violence.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on December 31, 2023. 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 One Hundred Twenty-eight Thousand Four Hundred Twenty-three dollars and no cents (\$128,423.00), referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.

4. Budget. The Budget, as set forth in Attachment B and attached hereto, shall be adhered to unless otherwise amended in writing, signed by both the Subrecipient and the CITY. ST. VINCENT DE

PAUL NORTH IDAHO 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 monthly 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 considered the same as grant funds and is thereby 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 shall be numbered and dated. The report shall at a minimum include the project name, name of the Subrecipient and address to which payment is to be made, and detailed itemized costs by budget category. All reporting shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. Demographic & LMI Income Reporting Requirements must be submitted with each pay request.

The requests should be submitted to the City's Grant Administrator at City of Coeur d'Alene, Attn: Chelsea Nesbit, 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, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of five hundred thousand 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.

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *Categorical exclusion subject to the Federal laws and authorities cited in §58.5 (CEST).*

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 and progress reports with each drawdown that detail costs incurred by line item as described in the project budget, Attachment B. The Subrecipient agrees to submit 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 progress 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, C, 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 shall be submitted to the CITY'S Grant Administrator at City of Coeur d'Alene, Attn: Chelsea Nesbit, 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.

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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 agreement. These subcontracts shall contain 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.

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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.

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23. Independent Contractor. The contracting parties warrant by their signatures that no employer-employee relationship is established between the Subrecipient and the CITY by the terms of this Agreement. 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.

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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.

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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, the City Clerk has affixed the seal of the City hereto, and the Subrecipient has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this 15th day of November 2022.

CITY of Coeur d'Alene

ST. VINCENT DE PAUL NORTH IDAHO

By: _____

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

By: _____

Larry Riley, Executive Director
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

Scope of Services

Under the HUD PY2022 allocation of the Community Development Block Grant, St. Vincent de Paul North Idaho will renovate the restrooms and conference room in their H.E.L.P. center to improve cleanliness and accessibility. The SVDP HELP center is a HUD designated EnVision Center, and is dedicated to helping those with low or now income receive the resources, referrals and education needed to become more self-sufficient.

Due to the discovery of asbestos, abatement is necessary in both the restrooms and the conference room, significantly increasing the cost of the project from the original estimate.

The total estimated cost of the project is \$207,423. In addition to the \$128,423 granted with the CDBG PY 2022 funds, SVDP received a grant allocation of \$60,000 from the City's CDBG PY 2021 funds for a total of \$188,423 in CDBG grant funding from the City.

SVDP will commit the additional \$19,000 needed to complete the project.

Summary of the Project Activities

The restrooms are original to the building constructed in 1963. The renovations will include replacing the current grouted tile surfaces with nonporous surfaces and will include a redesign to accommodate more users and enable easier access for those with mobility issues. People with mobility issues will be better able to utilize the restroom. Due to the position of the sinks, one of the two stalls in the restroom cannot be accessed by a person with weight issues. Restrooms will be more sanitary and COVID safe with the installation of hands-free hand washing and flushing, and porous surfaces will be replaced to lessen the spread of germs.

Due to the discovery of asbestos, abatement is necessary in both the restrooms and the conference room. This grant is an addition to the \$60,000 granted to SVDP with 2021 CDBG funds, in order to ensure completion of the project and to expand the project to include renovation of the conference room.

Benefits

Continuation of critical operations. St. Vincent de Paul North Idaho is the most impactful provider of social, veteran and housing services to Coeur d'Alene and North Idaho individuals and families in need.

The H.E.L.P. Center is open 255-260 days per year and sees between 150-200 clients daily, along with approximately 30 employees. Annually, 300 volunteers, and the basement meeting room is scheduled for approximately 180 meetings and/or events that serve the community. The National Objective for this project is benefit to low-to-moderate income clientele, LMC.

The H.E.L.P. Center is a vital and daily resource serving low to moderate income residents, while employing approximately 30. This project will prevent the shutdown of a vital and lone community resource that is not easily repositioned.

Schedule

Upon execution of the Agreement between St. Vincent de Paul North Idaho and the City of Coeur d'Alene, the Project shall commence and shall be complete by December 31, 2023. At the completion of the project, a final report is due on the number and demographics of beneficiaries served.

Attachment B
Project Budget

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

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Public Facility Rehab PY 2022	\$128,423.00		\$207,423.00
CDBG Funds Committed PY 2021	60,000.00		
SVDP Committed Funds		\$19,000	
Total	\$188,423	\$19,000	\$207,423.00

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.

**In the event the project costs will exceed these grant funds; ST. VINCENT DE PAUL NORTH IDAHO shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of One Hundred Eighty-Eight Thousand, Four Hundred Twenty-Three dollars and no cents (\$188,423), which includes Sixty Thousand dollars and no cents (\$60,000) allocated in PY 2021 and the One Hundred Twenty-Eight Thousand Four Hundred Twenty-Three dollars and no cents (\$128,423.00) allocated in this agreement, using PY 2022 funding.

Attachment C

St. Vincent de Paul North Idaho Reporting Requirements

The Subrecipient shall provide:

- 1) A completed report with final drawdown (Attachment D) and a completed beneficiary and demographic report with each drawdown (Attachment E).
- 2) 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.
- 3) 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.

Attachment D

St. Vincent de Paul North Idaho Final Report

During the CITY'S CDBG funded timeline of St. Vincent de Paul North Idaho's Public Facility Rehabilitation:

- 1) A) Number of total clientele and number of total Coeur d'Alene clientele benefiting in the CDBG supported period:

B) Number of total clientele and number of total Coeur d'Alene clientele benefitting with increased access to the facility post CDBG funded project:

C) Number of total clientele and number of total Coeur d'Alene clientele with new access to facility post CDBG funded project:
- 2) Brief rationale of why >51% of St. Vincent de Paul North Idaho's clientele is considered to be of low-to-moderate income (LMI):
- 3) Brief rationale of why >51% of St. Vincent de Paul North Idaho's clientele is considered to be of Coeur d'Alene residency:
- 4) St. Vincent de Paul North Idaho Official Reporting:
 - A) Duns #: _____
 - B) EIN #: _____
 - C) Is this a woman owned business (Y/N): _____
 - D) Is this a minority owned business (Y/N): _____

St. Vincent de Paul North Idaho

Attachment E

Demographic & LMI Income Reporting Requirements

Please report for 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 2018 Income limits)	# Total
Very Low	
Low	
Moderate	

AGREEMENT FOR CDBG GRANT FUNDS FOR TESH, INC.

CDBG PROGRAM YEAR: 2022

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 TESH, INC., an Idaho non-profit corporation, whose mailing address is 3327 W. Industrial Loop, Coeur d'Alene, ID 83815, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Terri Johnson, Vice President. 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 from the Community Development Block Grant Program, identified as Grant No. B-22-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Sixty-three Thousand Nine Hundred Forty-Four dollars and no cents (\$63,944.00) to the Subrecipient for Public Facility Improvements. 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(ies) carried out under this Agreement will meet the National Objective to serve low-to-moderate income persons through their Facility Lighting Replacement Project.

With this project, TESH, Inc. will increase the safety, accessibility, and longevity of the facility which primarily serves the presumed benefit group of disabled clientele of moderate income.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on December 31, 2023. 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 Sixty-three Thousand Nine Hundred Forty-Four dollars and no cents (\$63,944.00), referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.

4. Budget. The Budget, as set forth in Attachment B and attached hereto, shall be adhered to unless otherwise amended in writing, signed by both the Subrecipient and the CITY. TESH INC. 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 monthly 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 considered the same as grant funds and is thereby 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 shall be numbered and dated. The report shall at a minimum include the project name, name of the Subrecipient and address to which payment is to be made, and detailed itemized costs by budget category. All reporting shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. Demographic & LMI Income Reporting Requirements must be submitted with each pay request.

The requests should be submitted to the City's Grant Administrator via email at cnesbit@cdaid.org or at City of Coeur d'Alene, Attn: Chelsea Nesbit, 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, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of five hundred thousand 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.

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *Categorical exclusion subject to the Federal laws and authorities cited in §58.5 (CEST).*

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.

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CITY of Coeur d'Alene

TESH, INC.

By: _____
James Hammond, Mayor
City of Coeur d'Alene, Idaho

By: _____
Terri Johnson, Vice President
TESH, Inc.

ATTEST:

By _____
Renata McLeod
Its: City Clerk

Attachment A

Grant Agreement between CITY of Coeur d'Alene and TESH, INC

Scope of Services

Under the HUD PY2022 allocation of the Community Development Block Grant, TESH INC. will:

- 1.) Replace current fluorescent lighting with all new LED fixtures
- 2.) Install lighting controls in classrooms and breakrooms such as touchless features, dimmers, and motion detection sensors.
- 3.) Install lighting in three different outdoor parking and entrance areas.

The allocated grant funds in the amount of \$63,944. The total estimated cost of the project is \$91,592. TESH INC will be responsible for the difference of \$27,648 to complete the project.

With this project, TESH INC. will increase the safety, accessibility, and longevity of the facility which primarily serves the presumed benefit group of disabled clientele of moderate income.

Summary of the Project Activities

The Facility Lighting Replacement project will bring the benefit of a well-maintained, up-to-date, safe and accommodating facility to those who use, volunteer and work at the facilities at TESH INC. on a monthly basis; at least 51% are presumed to be low-to-moderate income Coeur d'Alene residents due to the nature of the building's location and TESH, INC's in-demand programs running at high capacity in their support of disabled persons in need. The National Objective for this project is benefit to low-to-moderate income persons, LMC.

Schedule

Upon execution of the Agreement between TESH INC. and the City of Coeur d'Alene, the Project shall commence and shall be complete by December 31, 2023. At the completion of the project, a final report is due on the number and demographics of beneficiaries served.

Attachment B
Project Budget
Grant Agreement between CITY of Coeur d’Alene and TESH, INC

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Facility Lighting Replacement Project	\$63,944	\$27,648	\$91,592
Total	\$63,944	27,648	\$91,592

TESH INC. 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.

Attachment C

TESH INC. Reporting Requirements

The Subrecipient shall provide:

- 1) A completed report with final drawdown (Attachment D) and a completed beneficiary and demographic report with each drawdown (Attachment E).
- 2) 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.
- 3) 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.

Attachment D

TESH INC. Final Report

During the CITY'S CDBG funded timeline of TESH, INC's Public Facility Rehabilitation:

1) A) Number of total disabled persons and number of total Coeur d'Alene disabled persons benefiting in the CDBG supported period:

B) Number of total disabled persons and number of total Coeur d'Alene disabled persons benefitting with increased access to the facility post CDBG funded project:

C) Number of total disabled persons and number of total Coeur d'Alene disabled persons with new access to facility post CDBG funded project:

2) Brief rationale of why >51% of TESH, INC's disabled population is considered to be of low-to-moderate income (LMI):

3) Brief rationale of why >51% of TESH, INC's disabled population is considered to be of Coeur d'Alene residency:

4) TESH INC. 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 disabled 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 2018 Income limits)	# Total
Very Low (30%)	
Low (50%)	
Moderate (80%)	