



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

PUBLIC WORKS COMMITTEE
with
Council Members McEvers, Gookin & English
October 9, 2017, 4:00 p.m.
AGENDA

- Item 1 Approval of Community Development Block Grant (CDBG) Allocation Via Subrecipient Agreement to the Boys and Girls Club – Renata McLeod & Michelle Cushing
- Item 2 Agreement for Professional Engineering Services with J-U-B Engineers, Inc. – Mike Becker
- Item 3 Utility Adjustment Update (Manhole) (Presentation) – Mike Becker

Library Community Room
702 Front Street

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Amy Ferguson, Public Works Committee Liaison, at (208) 666-5754 at least 24 hours in advance of the meeting date and time.

**CITY COUNCIL
M E M O R A N D U M**

DATE: October 3, 2017

FROM: RENATA MCLEOD, CITY CLERK AND MICHELLE CUSHING, CDBG
SPECIALIST

RE: APPROVAL OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ALLOCATION VIA SUBRECIPIENT AGREEMENT TO THE BOYS AND
GIRLS CLUB

DECISION POINT:

- To authorize a Subrecipient Agreement with the Boys and Girls Club in the amount of \$83,000 for the engineering and architectural costs toward its Coeur d'Alene facility.

HISTORY: On February 16, 2016, the City held a public hearing to amend the CDBG Plan Year 2014/2015 block grant allocations. Within that amendment, Council approved the award of funds from Plan Year 2014 in the amount of \$37,000 to the Boys and Girls Club for engineering and architectural costs for their Coeur d'Alene facility. The City held a public hearing on August 1, 2017, approving the Plan Year 2017 Action Plan, which included the approval of this \$83,000 grant to the Boys and Girls Club. This agreement formalizes the 2017 Action Plan agreement.

RECOMMENDATION POINT:

- To authorize a Subrecipient Agreement with the Boys and Girls Club in the amount of \$83,000 for the engineering and architectural costs toward their Coeur d'Alene facility.

AGREEMENT FOR CDBG GRANT FUNDS FOR BOYS AND GIRLS CLUB OF KOOTENAI COUNTY

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 the Boys and Girls Club of Kootenai County – Coeur d'Alene/Hagadone Center, whose mailing address is 200 W. Mullan Avenue, Post Falls, Idaho, 83854, hereinafter referred to as "Subrecipient."

The key contact for Subrecipient is Ryan Davis, Executive Director.

The key contact for the CITY is Michelle Cushing, CDBG Grant Administrator, City of Coeur d'Alene.

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-17-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant, the CITY is awarding \$83,000.00 (eighty-three thousand dollars) to the Subrecipient for architecture and engineering activities during the development and construction of Boys and Girls Club of Kootenai County Coeur d'Alene/Hagadone Center project for area youth including those "at risk". The project is more fully described in **Attachment A** "Scope of Work," attached hereto.

All activities funded with CDBG funds must meet one of three CDBG National Objectives. The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective of benefitting low-moderate-income through Limited Clientele, as defined in 24 CFR 570.208. Youth Centers, by definition, are an eligible activity under the CDBG program.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement. The terms 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 \$83,000.00 (eighty-three thousand dollars), 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. The Boys and Girls Club of Kootenai County 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 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.

The Subrecipient shall submit a single 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 Subrecipient and address to which payment is to be made, and detailed itemized costs by budget category. All reporting shall be supported by appropriate documentation such as receipts, billings, invoices, timesheets, or other similar documents. Proof of payment must be provided. A Progress report must be submitted with the pay request.

The pay request(s) should be submitted to the CITY's CDBG Grant Administrator, Michelle Cushing, at City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814-3958.

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 coverage, 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).

8. Grant Program Requirements. This Agreement and the project is 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 and 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. The Subrecipient has copies of the Environment Review Record.

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 costing less than \$25,000 may use the informal Small Purchase process. Small Purchase process requires three written bids/quotes. Larger purchases should follow formal bidding processes including proper bonding and guarantees. See Idaho Code §67-2801 *et seq.* The CDBG Administrator can provide technical assistance for procurement.

12. Termination of Grant 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 for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Financial and Progress Reports. As requested, the Subrecipient shall submit financial reports that details costs incurred by line item as described in the project budget, Attachment B. A detailed written final report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CDBG Grant Administrator at the conclusion of the project.

All required reports shall be submitted to the CITY's CDBG Grant Administrator at 710 E. Mullan Avenue, Idaho 83814-3958.

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

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

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services which shall include, but not be limited to, client name, address, and income level or other basis for determining eligibility.

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

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

17. Subcontracts. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the CITY prior to the execution of such 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.

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

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

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

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

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

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, workman's Comp, unemployment insurance, and FICA and tax filings.

24. Closeout. The Subrecipient's obligation to the CITY shall not end until all close-out requirements are completed. Close-out activities shall include, but are not limited to, making final payments, disposing of program assets, and determining the custodianship of records, that required reporting is completed, and that the project National Objective has been met.

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

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

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

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

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

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of the CITY, 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 ____ day of _____, 2017.

CITY of Coeur d'Alene

Boys and Girls Club of Kootenai County

Dated: _____

Dated: _____

By: _____

By: _____

Steve Widmyer, Mayor
City of Coeur d'Alene, Idaho

Ryan Davis, Executive Director
Boys and Girls Club of Kootenai County

ATTEST:

By: _____

Renata McLeod, City Clerk

ACKNOWLEDGMENTS

STATE OF IDAHO

)
) ss

COUNTY OF KOOTENAI)

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared STEVE WIDMYER and RENATA MCLEOD, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public in and for the State of Idaho
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

I CERTIFY that on _____, 2017, RYAN DAVIS personally came before me and acknowledged under oath that he is the Executive Director for the Boys and Girls Club of Kootenai County and is authorized to execute this instrument on behalf of the corporation and executed the instrument as the act of the corporation.

Notary Public in and for the State of Idaho
Residing at: _____
My Commission Expires: _____

Attachment A

**Grant Agreement between CITY of Coeur d'Alene and the
Boys and Girls Club of Kootenai County**

Scope of services

Under the 2017 Community Development Block Grant, the Boys and Girls Club of Kootenai County will utilize \$83,000 for architecture and engineering activities related to the construction of the **Boys and Girls Club – Coeur d'Alene/Hagadone Center**. The Center is 20,000 square feet and will serve an estimated 500 plus kids per day. The new site is located next to Lakes Middle School on the east side of Coeur d'Alene. This location was chosen because it will serve the highest percentage of need for youth programs, based on the area schools free & reduced lunch levels.

National Objective: As a result of the CDBG funding, the project will provide documentation regarding the LMI Limited Clientele accomplished which will complete the project.

At the completion of the project, a final report is due on the number of beneficiaries served and the demographics of those served, specifically the ethnicity, female head of household, and the LMI status identified as extremely low, low, or moderate income household.

Project Schedule

The new Coeur d'Alene/Hagadone Center was completed in October 2016.

Project Budget
Grant Agreement between CITY of Coeur d'Alene and the
Boys and Girls Club of Kootenai County

| Budget Item | CDBG Funds | Other Funding | Total Project Costs |
|---------------------------------|-------------------|----------------------|----------------------------|
| Personnel | | | |
| | | | |
| Number of Employees & Job Title | | | |
| Salaries Total | | | |
| Fringe Benefits | | | |
| Personnel Total | | | |
| | | | |
| Project Costs | | | |
| Acquisition: | | | |
| Appraisal Costs: | | | |
| Design: | | \$7,500 | \$27,500 |
| Architectural/Engineering: | \$83,000 | \$40,000 | \$140,000 |
| Construction: | | \$2,332,500 | \$2,332,500 |
| Permits & Fees: | | | |
| Insurance: | | | |
| Legal Fees: | | | |
| Financing: | | | |
| Other: Indirect | | | |
| Total Operating Costs: | | | |
| | | | |
| Total | \$83,000 | \$2,380,000 | \$2,500,000 |

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: September 25, 2017
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Agreement for Professional Engineering Services with J-U-B Engineers, Inc.

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DECISION POINT:

The Council is requested to authorize staff to sign an agreement with J-U-B Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for professional engineering services for the 2017/18 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$227,000.00.

HISTORY:

Each year and in conformance to the Wastewater Collection System Master Plan, the Wastewater Utility (WW) budgets and prioritizes replacement and/or rehabilitation of the City's aging sewer infrastructure. This requires the professional services from our (RFP) pre-approved local consultant, J-U-B Engineers, Inc. A copy of 2017/18 Agreement for Professional Services with J-U-B is accompanying this staff report.

FINANCIAL ANALYSIS:

2017/18 Wastewater Collection System CIP Tasks:

| | |
|---|----------------------|
| Task 000 – Project Administration/Meetings: | \$ 6,200.00 |
| Task 100 – Trenchless Rehabilitation Projects (CIPP): | \$ 83,600.00 |
| Task 200 – Open Trench Replacement Projects: | \$ 47,100.00 |
| Task 300 – Inflow Identification & Reduction: | \$ 10,000.00 |
| Task 400 – Capital Improvement Project: | \$ 25,000.00 |
| Task 500 – Reserve Management Fund: | \$ 25,000.00 |
| Task 700 – Master Plan Updates: | \$ 22,400.00 |
| Task 800 – M-Interceptor Point Repair: | \$ 7,700.00 |
| Total: | \$ 227,000.00 |

During FY 2017/18, the WW budgeted \$750,000.00 for completing the aforementioned CIP tasks.

PERFORMANCE ANALYSIS:

Since 2008, J-U-B has historically demonstrated their commitment and responsiveness to the City and has successfully performed the above tasks to WW's satisfaction.

RECOMMENDATION:

The Council may wish to authorize staff to sign an agreement with J-U-B Engineers, Inc. for professional engineering services for tasks associated with the 2017/18 Wastewater Collection System Capital Improvement Projects at a cost of \$227,000.00.