#### 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 <u>Public Hearings</u>. Any individual who wishes to address the Council on any other subject should plan to speak when <u>Item E - Public Comments</u> is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

**December 7, 2021** 

- A. CALL TO ORDER/ROLL CALL
- **B. INVOCATION:** Pastor Kevin Schultz with the Vine Church
- C. PLEDGE OF ALLEGIANCE
- **D. AMENDMENTS TO THE AGENDA**: Any items added less than forty-eight (48) hours prior to the meeting are added by Council motion at this time.
- **E. PUBLIC COMMENTS**: (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

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

#### F. PRESENTATIONS:

1. 2020-2021 Annual Snow Plan

Presented by: Streets and Engineering Superintendent Todd Feusier

#### G. ANNOUNCEMENTS

- 1. City Council
- 2. Mayor Appointments: Stephanie Goss to the Childcare Commission, and Phil Ward and Sarah McCracken to the Planning Commission.

- **H. CONSENT CALENDAR**: Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.
  - 1. Approval of Council Minutes for the November 16, 2021 Council Meeting.
  - 2. Approval of Bills as Submitted.
  - 3. Setting of General Services/Public Works Committee meeting for Monday, December 13, 2021 at 12:00 noon.
  - 4. Approval of the Cemetery transfers:
    - a. From Rhonda Esco to Alicea Frost, Section C, Block 68, Lot 6, Forest Cemetery
    - b. From Rhonda Esco to Kellie Rickman, Section C, Block 68, Lot 15, Forest Cemetery
  - 5. Approval of Final Plat: SS-18-07, Wise Rau Tracts

As Recommended by the City Engineer

- 6. **Resolution No. 21-073** 
  - **a.** Approval of agreements with Idaho Youth Ranch, CDAIDE for use of CDBG Plan Year 2021 funding and Fo(u)r Roots, LLC, and CDAIDE for use of CDBG-CV grant awards.

Pursuant to City Council Action on November 16, 2021; Res. No. 21-069

#### I. OTHER BUSINESS:

1. Acceptance of Canvassed Election Results

#### **Pursuant to the November 2, 2021 Election**

2. Approval and acceptance of federal funds under the American Rescue Plan Act of 2021 (ARPA) and approval of expenditure of a portion of those funds.

Staff Report by: Vonnie Jensen, Comptroller; Troy Tymesen City Administrator

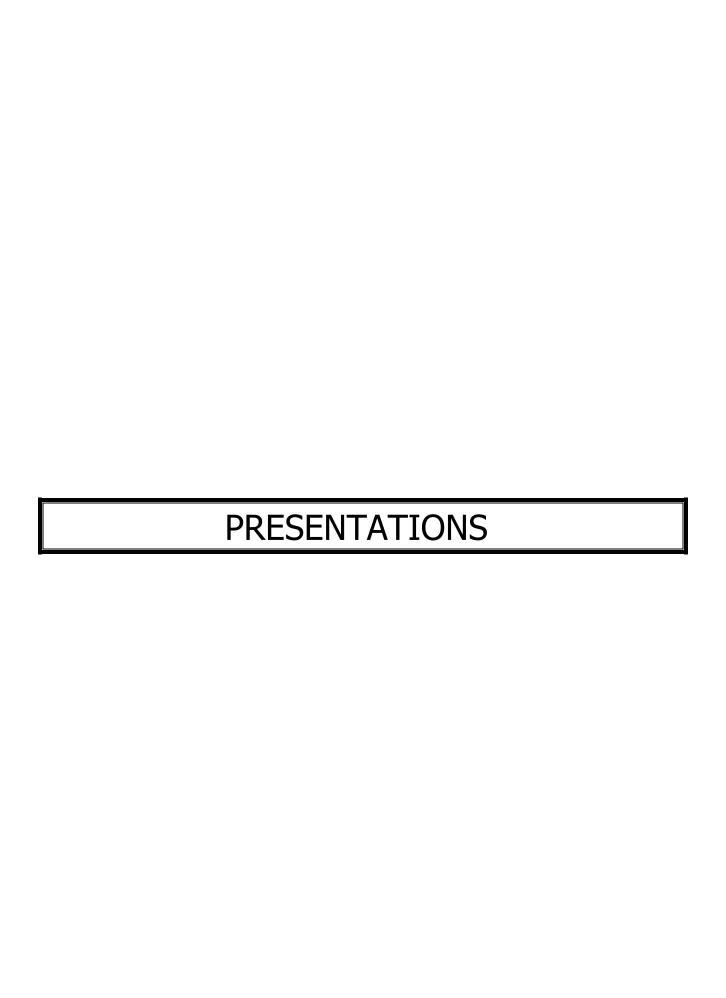
#### J. ADJOURNMENT

# Coeur d'Alene CITY COUNCIL MEETING

December 7, 2021

**MEMBERS OF THE CITY COUNCIL:** 

Steve Widmyer, Mayor Council Members McEvers, English, Evans, Gookin, Miller, Wood



#### CITY COUNCIL STAFF REPORT

DATE: DECEMBER 7, 2021

FROM: TODD FEUSIER, DIRECTOR, STREETS & ENGINEERING

SUBJECT: 2021-2022 SNOW PLAN

#### **DECISION POINT:**

Staff requests Council approval of the 2021-2022 Snow Plan.

#### **HISTORY/BACKGROUND:**

For many years, the City has published a snow plan that outlines the policies, priorities and operational procedures for the Streets and Engineering Department to follow in responding to snow emergencies. As in previous years, the proposed (draft) 2021-2022 Snow Plan summary is being presented to Council.

#### **FINANCIAL ANALYSIS:**

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

#### **PERFORMANCE ANALYSIS:**

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

#### **DECISION POINT/RECOMMENDATION:**

Staff requests Council approval of the 2021-2022 Snow Plan.



## 2021-2022 SNOW PLAN

City of Coeur d' Alene Streets & Engineering Department



## Table of Contents

- 1. Storm Names for 2021-22
- 2-3. Snow Removal Policy
- 4. Summary of Basic Procedures
- 5. Non-Emergency Numbers / Media Contact Information
- 6. Snow Control Center / Discretionary Plow Areas
- 7. Ordinances / Winter Call Out / Snow and Ice Control Procedures
- 8. Definition of Roadway Conditions
- 9-10. Condition Green / Condition Yellow
- 11. Condition Red
- 12. Snow Gates / Special Assistance
- 13-14. News Release / Information Bulletin

## **2021-2022 STORM NAMES**

**Theme: Cities in Idaho** 

**Emmett** 

**Fruitland** 

Genesee

Hope

**Idaho** 

City

Kellogg

Kamiah

Moscow

Mud

Lake

#### **SNOW REMOVAL POLICY**

The following is the official policy covering snow removal operations.

- 1. Plowing operations will be initiated when snow depth on streets reaches a maximum of four to five inches, unless it is readily apparent that this action will not be warranted by changing weather conditions; or at two inches if continuing storms are predicted. The decision on each situation shall be the responsibility of Streets & Engineering Director, or designee. The decision on termination of plowing efforts shall be similarly vested.
- 2. Plowing routes will be established based on the following priority list:
- a) Hospital Access (Ironwood Dr.)/Emergency vehicle access areas
- b) Major arterials (Northwest Boulevard, Downtown, Appleway, 3rd, 4th, 15th, etc.)
- c) Dangerous hills and curves (Cherry, Tubbs, Armstrong Park, etc.)
- d) Secondary arterials (7th, North 4th, Honeysuckle, Atlas, Julia 911 center etc.)
- e) School bus routes
- f) Improved residential streets
- g) Cul de sacs
- 3. Snow will not be plowed from alleys.
- 4. Certain street sections are designated as "sledding hills" and they will not be plowed unless deemed impassable by emergency services or streets & engineering director. The designation as a sledding hill or the removal of such a designation shall be made at the direction of the City Council. Current designated sledding areas: Boyd Avenue between 9th & 10th Streets and Lost Avenue between Dollar Street and 15th Street.
- 5. Plowing on residential streets will be performed in the easiest, safest, most efficient manner. Residents are advised to attempt to keep cars off the street during major winter storms. Plow crews will use their judgment as to the best snow removal procedures.

- 6. Snow gates may not be practical for extremely heavy or deep snow events. Therefore, after careful consideration, the Streets & Engineering Director or designee is authorized to curtail use of snow gates under these circumstances. Citizens should always be prepared to clear driveways in these cases. In many instances, snow gates cannot stop snow flow to both driveways and mailboxes-the snow must go somewhere. Citizens should plan on removing snow from mailboxes.
- 7. Loading and hauling snow from congested areas; such as, the Central Business District, will be performed after the bulk of the city has been plowed, and when weather patterns permit. Every attempt will be made to haul snow no later than the fourth day following a storm. Chemical treatment in the Central Business District areas shall be started as soon as snow falls and shall continue as long as appropriate.
- 8. Sherman Avenue from 1st St. to 23rd St. Snow will be plowed to the center turn lane. This is (ITD) Idaho Transportation Department "Over Height" Route.
- 9. The snow in cul-de-sacs will be plowed to a snow storage area if provided or vacant lot if available, otherwise plow the snow into a pile centered in the cul-de-sac with the top flattened. Crews will pick up the accumulated snow if the winter snowstorm tempo allows.

ADOPTED	BY COUNCI	L ON

#### SUMMARY OF BASIC PROCEDURES FOR INCOMING SNOW STORM

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



#### NON-EMERGENCY PHONE NUMBERS

City Hall Switchboard, All Departments	208-769-2300
Streets & Engineering Department	208-769-2235
Fire Department	208-769- 2245
Police Department	208-769- 2320
Sheriff's Department	208-446- 1300
State Highway Maintenance (ITD)	208-772- 1200
State Patrol (Non-Emergency)	208-772- 6055

#### **MEDIA CONTACTS**

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

Social Media

City of Coeur d Alene Facebook

City of Coeur d Alene Website

#### Newspapers

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

#### **SNOW CONTROL CENTER**

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

DAY 7:00 A.M. to 3:30 P.M.

Snow Plowing Schedule Map Updated on <a href="https://maps.cdaid.org/snowplow/">https://maps.cdaid.org/snowplow/</a>

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

- NIGHT 3:30 P.M. TO MIDNIGHT
- Normal night shift staffing is until Midnight
- Shifts will work around the clock during a citywide plow

#### DISCRETIONARY SNOW CONTROL PROCEDURES

The following areas will be plowed or sanded at the direction of the Streets & Engineering Director. These areas are high congestion areas of less than maximum priority. Scheduling in the routes is impractical due to the need for plowing when parking or use is at a minimum. Plow crews will generally be pulled from normal routing as the conditions require.

- 1. City Hall Parking Lot
- 2. Coeur d'Alene Library Parking Lot

#### **ORDINANCES**

The following ordinance applies to plowing snow into the streets;

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

#### WINTER CALL OUT ROSTER

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

#### SNOW AND ICE CONTROL PROCEDURES / RESPONSIBLE DEPARTMENTS

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

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

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

#### **DEFINITION OF ROADWAY CONDITIONS**

#### **CONDITION GREEN**

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

#### **CONDITION YELLOW**

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

#### **CONDITION RED PHASE I**

Greater than 2" of snow fall on roadway surface.

#### **CONDITION RED PHASE II**

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

#### **CONDITION GREEN PROCEDURES**

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

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

#### **CONDITION YELLOW PROCEDURES**

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

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

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

- 1. Areas where emergency vehicles operate
- Hospital
- Fire Stations
- Police Department
- Arterials
- Julia St. 911 Center

- 2. Steep Grades/Curves
- Cherry Hill & Armstrong Hill
- Tubbs Hill
- Stanley Hill Area
- Fernan Terrace Drive
- Lakewood Drive
- 3. Stop Signs/Traffic Signal Lights on Arterials
- 4. Residential Hills Fairway Hills, Lakeshore Dr. area, Gibbs Hills, etc.

Following these priority areas, the City will be divided in half at Harrison Ave. A sander and a liquid deicer unit will operate north; another sander and liquid deicer unit will operate south. Priorities shall be:

- 1. Secondary Arterials and Collectors.
- 2. Residential Areas and Stop Signs.

The Central Business District (CBD) requires different procedures during this condition. Normal procedures will not see the use of sand in the district; only chemical treatment. It will be the best judgment of the Street/ Engineering Director or his designee as to whether or not to apply sand. Generally, this will only occur should temperatures be below 15° Fahrenheit and extremely dangerous conditions exist.

The District consists of the following downtown areas:



#### **CONDITION RED PROCEDURES**

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

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

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

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

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

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

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

#### **SNOW GATES**

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

#### SPECIAL ASSISTANCE

During previous years, the Sheriff's Community Labor Program has provided snow removal assistance. The contact is Lake City Senior Center 667-4628. They prepare a list of individuals needing assistance based on physical disability and financial criteria and submit it to the Sheriff's Labor Program. Assistance is based on available resources and may not be readily available.



#### NEWS RELEASE BASE INFORMATION

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

We do not plow until we have either 4" or 2 1/2" and expect more. Crews are brought in at approximately 4:00 A.M. to begin operations. Snow is normally bermed to the center on the following streets:

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

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

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

Starting in December we will staff the shop with 6 employees for night time operations. Their shift is from 3:30 P.M. to 12:00 A.M. If not required for plowing/sanding/chemical applications, they perform equipment maintenance. Normally, we continue with a night shift until late February or March.

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

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

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

#### MEDIA INFORMATION BULLETIN

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

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

Sincerely,

Troy Tymesen

City Administrator



## Leaf Pick-Up 2021

- Totals3,720 Tons
- Number of Loads 858
- Completed9 days Hauling11 days Sweeping







## **Staffing and Preparation**

- Two Shifts, Days (7:00 am-3:30 pm) and Nights (4:00 pm-12:00 am)
- Snow Event Hours Days (4:00 am-4:00 pm) Nights (4:00 pm-4:00 am)
- 21 Operators
- Mechanics have prepared and performed the required maintenance on our winter equipment
- Equipment
  - 4 Loaders w/snowgates
  - 4 Graders
  - 7 Dump truck plows
  - 3 De-icer trucks
  - 2 Sand trucks
  - 1 Salt Truck





#### ROADWAY CONDITION ASSESSMENT



## **Condition Red**

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

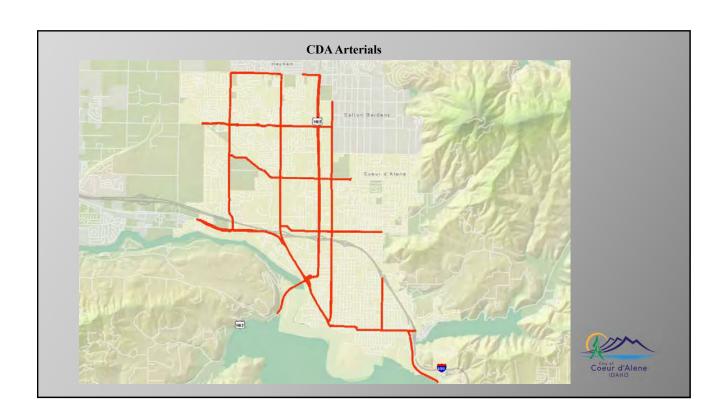
## **Condition Yellow**

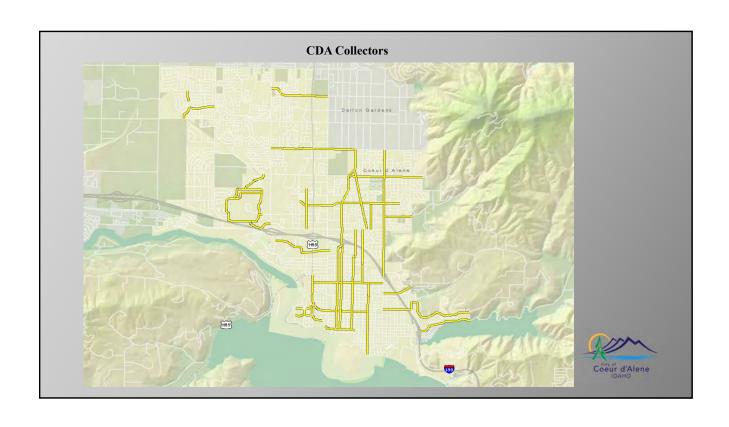
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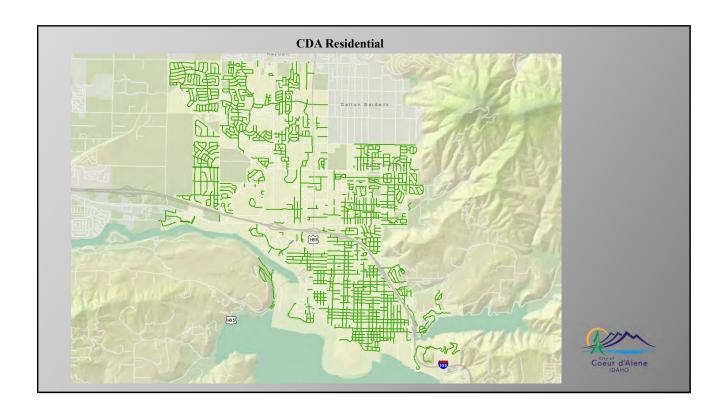
## **Condition Green**

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























# Alleyways are not plowed





Sidewalks
Abutting Property
Owner is Responsible
for Clearing

Ordinance No. 3563 Sec. 12.24.020 Sec. 12.24.025



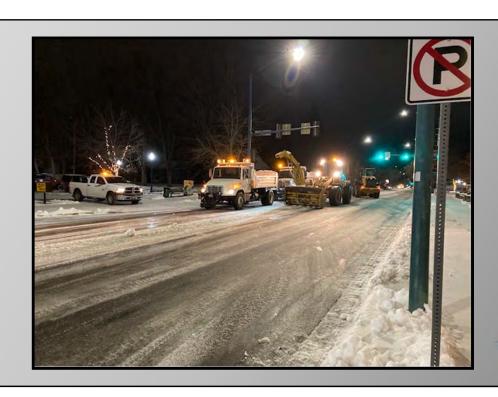






(Municipal Code 12.32.060) It is unlawful for any person too deposit, or cause to be deposited, thrown upon or moved onto any public street, sidewalk, thoroughfare, or other public property, any snow, ice, dirt, soil, rocks or debris which has accumulated on any private property. (Ord. 1559 S 1,1978).



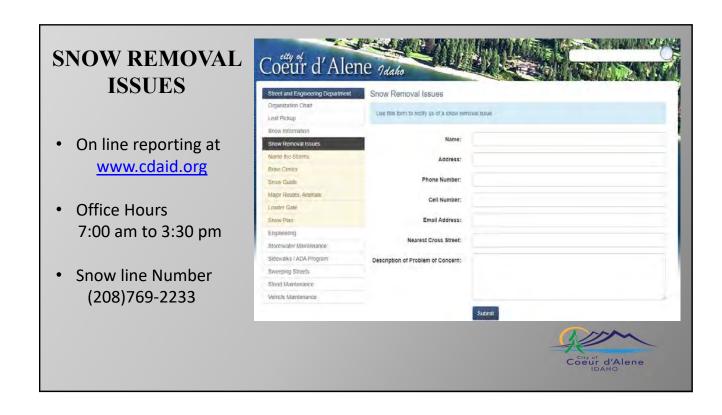














## Memo to Council

DATE: November 29, 2021

RE: Appointment to Boards/Commissions/Committees

The following appointment is presented for your consideration for the December 7, 2021, Council Meeting:

STEPHANIE GOSS

Childcare Commission (Appointment)

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Sherrie Badertscher Executive Assistant

cc: Renata McLeod, City Clerk

Kelley Setter, Childcare Commission Liaison

## Memo to Council

DATE: November 30, 2021

RE: Appointment to Boards/Commissions/Committees

The following appointments are presented for your consideration for the December 7, 2021, Council Meeting:

PHIL WARD Planning Commission (Appointment)
SARAH McCRACKEN Planning Commission (Appointment)

A copy of the data sheets have been placed by your mailboxes.

Sincerely,

Sherrie Badertscher Executive Assistant

cc: Renata McLeod, City Clerk

Hilary Anderson, Planning Commission Liaison



## MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, HELD AT THE LIBRARY COMMUNITY ROOM

#### November 16, 2021

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room November 16, 2021, at 6:00 p.m., there being present upon roll call the following members:

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

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

**INVOCATION**: Pastor David Bond with Compel Community Church provided the invocation.

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

## **PUBLIC COMMENTS:**

Steve Widmyer, Mayor

David Walker, Coeur d'Alene, noted that he serves on the Historic Preservation Commission (HPC) and wanted to support the presentation regarding the Historic Preservation Plan being given tonight. Additionally, he wanted to thank the Mayor and Council for their vision to address the history of Coeur d'Alene. He noted that Ms. Anderson and Mr. Holm in the Planning Department have been great to work with, as well as the team at Northwest Vernacular.

Sandy Emerson, Coeur d'Alene, noted that he serves on the HPC and has been around the community for long enough to know the history, but many do not, so he realizes it should be captured for future generations. He stated that it was an interesting process and it has been great to serve on the Commission. Mr. Emerson noted that Mayor Widmyer expressed that he cares about history early on and appreciated his support.

Walter Berns, Coeur d'Alene, also serves on the HPC and wanted to provide support for the approval of the training grant request and pursuing the Garden Avenue historic designation. A survey was done in 2020 and recommended it be placed on the National Register, which will recognize and celebrate its importance to the city. He believes Garden Avenue celebrates the small-town character of the community. No city funds would be involved in this request and he encouraged the Council to approve the request.

HISTORIC PRESERVATION PLAN (HPP) PRESENTATION: Community Planning Director Hilary Anderson noted that the City has hired Northwest Vernacular, Inc. to aid in the creation of the Historic Preservation Plan (HPP) to be formally approved and submitted to the state after the next Council meeting. She noted that this plan consists of input from the 9member commission as well as several stakeholders, equaling 270 volunteer hours. CLG funds were applied for in 2020 and hired the consultant to assist with development of the plan. The plan included steps above the normal requirements including mapping of historic areas/properties and making recommendations for code updates. She introduced Katie Pratt, the Co-Founder and Architectural Historian for Northwest Vernacular, Inc. Ms. Pratt explained that historic preservation is a way to preserve older buildings and areas and recognize their inherent value and a way to tie a place's history to its population and culture. The core parts to the plan include identify, evaluation, education, and nominate. She explained that they had several public comment sessions and surveys; during that same period, they reviewed codes and GIS mapping. Stakeholders included Museum staff, realtors, and representatives from the Coeur d'Alene Tribe. She noted that the document has been submitted to the state; however, there is time to amend and submit a finalized document if additional feedback dictates an amendment. Ms. Pratt noted that the next step in the timeline is Council adoption, which will be on the next Council meeting agenda. The plan includes historic context (including architectural styles and building form and function), vision and mission statements, and four (4) main goals. She expressed the importance to engage the community and engage with other heritage-related entities. The action plan presented included short-term, mid-term and long-term items.

Councilmember McEvers asked if the plan included the preservation of buildings, and if that includes the ability to make changes to the structure. Ms. Pratt noted that the community can make preservation look the way they want to, so it could include preservation of buildings, but the story and information being preserved is critical. This would include code development and changes if that is something the city would want to do. Councilmember McEvers asked for clarity regarding the survey. Ms. Pratt noted that the survey is a method of documenting the physical features of the building to give an understanding of what is out there and confirmed that if the city does not pursue a National Landmark designation there is no protection of the building. The National Register gives the owner a tax credit option. Councilmember English noted that he appreciated the presentation and that this is important to the community to ensure history is not lost. He noted that he serves on the Idaho Humanities Council and that they do have funds for targeted items and may be an overlap resource. Councilmember Gookin had some areas within the plan that he recommended amendments, such as Section 351 that notes the Comprehensive Plan and he felt it would be nice to have details of the historic overlay district. In Section 353 it references infill and he felt it would be in opposition to historic preservation. He noted the missing middle was also mentioned, and believes it does not fit so it should be removed. He felt the examples from other cities regarding overlay zones should be directly added. Councilmember Gookin felt that Goal 4 should be removed as it notes inclusive and equitable not related to historic preservation and felt that there should be some reference to art, such as Chief Morris Antelope. Mayor Widmyer asked if the reference to art would flow back to the Arts Commission. Councilmember Evans noted that it would and that the Arts Commission tries to take in pieces that reflect the community. Councilmember Wood noted that it is important to have a plan and thanked the citizens that contributed to the process of developing the plan. She specifically noted that she likes Goal 3, which speaks to strengthening the

relationships and will serve as a constant reminder to focus on inclusion. Mayor Widmyer noted that this document will come back for approval and wondered how staff will incorporate the additional feedback into the plan. Ms. Anderson confirmed that they were looking for input and noted that the missing middle integration into the historic neighborhoods would not be counterintuitive. The goals and policies are guidance but it is not necessary to do them all. Mayor requested Council give input to Hilary and bring the final plan back at the second meeting in December, noting the document as a whole is a good document. City Clerk Renata McLeod noted that comments from Council should be turned into Ms. Anderson by December 1 in case it needs further discussion at the December 7 Council meeting.

## **ANNOUNCEMENTS:**

Councilmember Miller noted that the Historic Preservation Commission has two (2) openings for volunteers, and to please visit the City's webpage for more information at: <a href="https://cdaid.org/5754/departments/planning/historic-preservation-commission">https://cdaid.org/5754/departments/planning/historic-preservation-commission</a>. She mentioned Robert Singletary is retiring. Since Mr. Singletary has been a community historian for so many years, efforts are being made to give him recognition within the Museum and the Fort Sherman Chapel. A fund-raising effort is being made by the Museum of North Idaho, The Convention and Visitor's Bureau, the Human Rights Task Force, North Idaho College, and the Press. More information can be found at <a href="https://www.museumni.org">www.museumni.org</a>.

## **CONSENT CALENDAR:**

- 1. Approval of Council Minutes for the November 2, 2021 Council Meeting.
- 2. Approval of Bills as Submitted.
- 3. Approval of Financial Report.
- 4. Setting of General Services/Public Works Committees meetings for Monday, November 22, 2021 at 12:00 noon.
- 5. **Resolution No. 21-066** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: DESTRUCTION OF RECORDS FROM THE FINANCE, WATER, AND MUNICIPAL SERVICES DEPARTMENTS; PURCHASE OF A MIOX ONSITE CHLORINE GENERATOR FROM FILTRATION TECHNOLOGY, INC.; CONTRACT WITH THORCO, INC., FOR INSTALLATION OF TRAFFIC SIGNAL EQUIPMENT AT KATHLEEN AVE. AND GOVERNMENT WAY; PURCHASE OF ARMOR CAST METER BOXES FROM FERGUSON WATERWORKS; AND FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT, AND SECURITY FOR THE MEASOM ADDITION.

**MOTION:** Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 21-066.** 

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

#### **RESOLUTION NO. 21-067**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE POLICE DEPARTMENT TO NEGOTIATE A CONTRACT FOR THE PURCHASE OF A USED ARMORED VEHICLE FROM LENCO INDUSTRIES, INC., FOR AN ESTIMATED COST OF \$183,000.00.

**STAFF REPORT:** Police Chief Lee White explained that the use of armored vehicles in law enforcement is driven by the need to protect the community and the officers who serve them, and more safely resolve incidents that involve gunfire. He expressed his desire not to have to need such an item; however, it is now an item that is important for officer safety. Across the country and here locally, armored vehicles have been used to evacuate innocent citizens from harm when armed suspects are actively shooting or are an imminent threat. The alternative in many cases is to use officers to serve as human shields to protect the citizens as they are being evacuated out of their houses or, if the suspect is actively shooting, to immediately respond with gunfire. He noted that the requested vehicle is not a military-grade armored vehicle. It is built on the same chassis as a Ford F550, it is not armed like military equipment, and it is designed as a defensive tool and a rescue vehicle. He noted that used military equipment is not the best for civilian use and clarified this is not a military vehicle. In this case, the vehicle is used (refurbished with a new engine, new seats and interior, new brakes, transmission service, etc.) and can be maintained by our own City Shop personnel. The use of two (2) armored vehicles for armed barricade events provides an adequate level of protection to contain the offender while providing the safety for the officers deployed to take the individual into custody. Oftentimes, officers and negotiators are deployed in one armored vehicle while the other one is used for evacuations and/or perimeter deployment. So far in 2021, the regional team has deployed to 18 incidents which required the use of the Sheriff's vehicle and seven (7) instances that also required the use of the Spokane armored vehicle. The Police Department proposes to use \$110,000 in asset forfeiture funds and use previously budgeted vehicle funds (\$73,000) to make up the remainder of the purchase cost.

**DISCUSSION:** Councilmember Evans asked how the department will ensure the vehicle is only used for protective measure. Chief White noted that they can add to policy, but the practicality of its use is the best assurance he can give, as it is a larger vehicle and not something they would want to use daily. He noted that the County uses their vehicle for static displays to educate the public and the department can do that, but the only time it will be used is when there is a life in jeopardy. Councilmember Wood noted that as a retired Sergeant, she noted that there are calls that stick out in her memory, such as a hostage situation where the officers had no cover and rounds were shot at the officers, luck is the only reason they weren't injured. She noted that they currently have an opportunity to purchase this vehicle to offer safety to officers and she expressed her support. Councilmember Gookin explained that he was opposed to this item as he does not want to see the militarization of the police force. He talked to several local law enforcement personnel about the vehicle and found Post Falls has a military vehicle and it is expensive and was used twice this year. He noted that the City can share with Post Falls, and Sheriff Norris and his Lieutenant noted that two (2) vehicles in the community would be better. Additionally, Councilmember Gookin noted that this item was not in the budget and for the past six years he has been trying to get the department patrol vehicles. Now the request is to remove one (1) budgeted patrol vehicle to purchase this one and questioned the department's priority.

Chief White confirmed it was not in the budget, as they felt the price tag was too high to request a new one at \$308,000 and they didn't want the militarization of the police force to affect budget discussions. He noted that it is hard to plan for a used piece of equipment and you don't know when they will become available. He does need cars, but trying to be fiscally responsible and the best way to get this vehicle is to give up one (1) car and believes it is that important. Mayor Widmyer noted that the asset forfeiture funds are limited on how the city can use them. Councilmember English noted he is supportive of this request and appreciates their willingness to give up a patrol car. Councilmember McEvers understands the reality of police being in the line of fire and supports this request as they have funding and savings to make the purchase. Councilmember Gookin reiterated that he does not like the militarization and appreciates what they are going through; however, the Sheriff's Department confirmed another unit would be reasonable. Councilmember Miller noted that the Chief stated that in the last seven years the need for such a vehicle rose from four (4) calls to 18 calls this year. She asked what the vehicle will visually look like. Chief White noted that it will be painted to resemble a black and white patrol car.

**MOTION**: Motion by Wood, seconded by Miller, approving **Resolution No. 21-067**, approval of budget authority for the purchase of a used armored vehicle from Lenco Industries, Inc. for approximately \$183,000.

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

## **RESOLUTION NO. 21-068**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE CONCEPT FOR THE "COEUR D'ALENE ROTARY CENTENNIAL PARK" ON SHERMAN AVENUE, AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE ROTARY CLUB OF COEUR D'ALENE AND THE COEUR D'ALENE URBAN RENEWAL AGENCY dba IGNITE CDA FOR THE IMPROVEMENTS TO THE PARK.

STAFF REPORT: Parks and Recreation Director Bill Greenwood explained that the Rotary Centennial Park concept was a group effort between the City and Rotary. He noted that Bob Burton and Jon Mueller were here to answer questions. Mr. Burton and Jon Mueller were the co-chairs of this project and wanted to give a brief history. In 1922, the Rotary Club was formally chartered as the 150th Club, and to commemorate its 100 years as a Club they offered to purchase, redevelop, and upgrade this park with a funding partnership with ignite cda. They reviewed three (3) projects and the Club voted to support this project. They had a design committee that came up with this final concept. They received support of the Parking Commission and the Recreation Commission and requested the acceptance of this gift to the community.

Mr. Mueller explained that the location of the Sherman Square Park was home to the F. W. Woolworth store which burned down in 1980. The remains of the building were razed and the lot sat vacant until 1986, and that's when Don & Bob Johnson, along with Tom Robb,

approached the property's owner, the Sheetz family, and asked if they would be interested in allowing these local philanthropists to build a park at the site. The family liked the idea of a park, and Don Johnson was off and running to develop what is now known as Sherman Square Park and has been used for the past 35 years. They looked at many design ideas including tree coverage, structures, and water features. They wanted to push the park onto the streetscape and create a to-and-through the park and it would be realized with this layout. They plan to use some colored concrete including the rotary symbol and medallions demonstrating past community projects, as well as the same lighting system as the K-27 memorial, so colors can be changed with events and holidays. The water wall will only be 6' tall. Questions arose regarding snow removal and they addressed the opportunity for snow removal for winter use. They are working on construction drawings now in hopes of going out to bid after the first of the year. There is no cost to the City for the redevelopment and upgrade. The City will incur irrigation costs and minor maintenance for the park in the future, although there may be opportunities for partnerships to share in the management and maintenance responsibilities of this public park. The purchase price of the parcel was \$525,000 of which the ignite Board paid \$500,000. The Coeur d'Alene Rotary Club paid the remaining \$25,000 of the purchase price and has committed an additional \$275,000 for the redevelopment and upgrade of the park. The intent is to have the park upgrades completed by the spring of 2022 and then the park will be transferred to the City and become part of the Coeur d'Alene Parks Department inventory.

**DISCUSSION**: Councilmember Wood noted that the Recreation Commission worked through items and negotiated the MOU and agree with the terms. Councilmember Gookin asked if the plan is complete. Mr. Greenwood explained that it is conceptually done; however, there may be some minor details that may need minor amendments. Councilmember Gookin expressed concern about the loudness of the water wall. Mr. Mueller noted they are going to be conservative about the amount of sound/water used, as they don't want it to be overwhelming. Mayor Widmyer noted that the noise level of the water for the K-27 Memorial was also questioned during development; however, John assured the him it would be alright and he was correct. Councilmember McEvers asked if Mr. Greenwood would address the removal of onstreet parking stalls. Mr. Greenwood noted that they have run the removal through the Parking Commission and the Parks and Recreation Commission, who both approved the removal of the four (4) stalls. Mayor Widmyer noted that he talked with the business owners in the area and they all expressed support of the plan. Councilmember Wood noted that discussion at the Recreation Commission also expressed the importance of the new parking garage that provides plenty of additional space. Councilmember Miller was glad to hear that they talked to business owners and unanimous approval of Recreation and Parking Commission. She asked what the plan was for restrooms. Mr. Greenwood explained that the footprint of the site and the cost to add bathrooms was too great. Councilmember Wood noted that the Parks and Recreation Commission negotiated a compromise and during special events, the events will include a port-apotty and hoped for a future citywide restroom in the downtown area. Councilmember Gookin asked about the naming rights policy regarding perpetual naming rights for the park. Mr. Greenwood noted that the amount of donations and the ignite funding would fit within the policy's intent. Councilmember Gookin asked about the MOU clause that allows the Rotary Club the first right to use the park on the first come first serve basis and he wants to ensure the park is open to the public. Mr. Greenwood noted that he does not plan to program this park like other parks, as this is used as an open space. Mayor Widmyer noted that the Rotary could not

kick out the band already using the park. Councilmember Gookin asked for clarification regarding the 99-year lease rather than using the term perpetual. Mr. Greenwood noted they will remove the word from the final MOU. Councilmember Miller asked if there would be more discussion regarding the park's programs. Mr. Greenwood explained that they would be discussing this internally, and if there was some discussion of alcohol use, it would come back to the Commission and Council for review. Councilmember Gookin complimented the concept; however, requested to see an option with park stalls remaining, since parking has been an issue for years and this removes four (4) spaces. He stated that he is worried about the precedent and will not support the item due to the removal of parking stalls. Mayor Widmyer noted that parking issues always come back to the Council, so it would not set a precedent as the decision will come back to Council. Councilmember Miller noted she was concerned with removal of the parking stalls as well, but was glad the Commission approved the concept unanimously. She noted that the top level of the parking garage isn't being used and it is an evolution, but the businesses affected are supportive of it. The Mayor thanked the Committee for the time spent negotiating the MOU, noting that the Rotary has 170 volunteer members that do great things in the community He noted that it has been his pleasure to work with Mr. Mueller over the years.

**MOTION**: Councilmember Gookin made a motion to approve the concept without removing the on-street parking. **Motion died due to the lack of a second.** 

**MOTION**: Motion by English, seconded by Wood, to approve **Resolution No. 21-068**, accepting the concept for "Coeur d'Alene Rotary Centennial Park" and approval of a Memorandum of Understanding between the City, the Rotary Club, and ignite cda.

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

## **RESOLUTION NO. 21-069**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING GRANT AWARDS AND AUTHORIZING STAFF TO PREPARE CDBG AGREEMENTS WITH: CDAIDE AND UNITED WAY FOR PROJECTS SUPPORTING PUBLIC SERVICES; IDAHO YOUTH RANCH, TESH, AND ST. VINCENT DE PAUL FOR PROJECTS SUPPORTING PUBLIC FACILITIES IMPROVEMENTS; AND NIC FOR ITS PROJECT SUPPORTING ECONOMIC DEVELOPMENT, ALL FOR THE PLAN YEAR 2021; AND APPROVING GRANT AWARDS AND AUTHORIZING STAFF TO PREPARE CDBG-CV AGREEMENTS WITH CDAIDE AND FO(U)R ROOTS, LLC, FOR PROJECTS TO PROVIDE SUPPORT AND SERVICES TO LMI FAMILIES IN RESPONSE TO COVID-19.

**STAFF REPORT:** CDBG Specialist Chelsea Nesbit explained that there are two (2) funding sources in which the grant recommendations will come from. The first source is the 2021 CDBG Community Grant, in which the Ad Hoc Committee recommends funding to CDAIDE and United Way for their projects supporting public services, TESH Inc., Idaho Youth Ranch, St. Vincent de Paul of North Idaho, for their projects supporting public facilities improvements, and NIC for their project supporting economic development. The second funding source is CDBG-

CV funds to fund CDAIDE and Fo(u)r Roots, for projects to provide support and services for LMI families in Coeur d'Alene in response to COVID-19. The 2021 total allocation from HUD was \$360,490. Of that amount, \$233,392 was allocated to the Community Opportunity Grant in the 2021 Annual Action Plan. Funding requests for the 2021 grant cycle totaled \$363,000. The public service maximum for the 2021 fund year can only be 15% of the annual allocation; therefore, the community grant allocation amount was capped at \$44,073, as there is already a \$10,000 public service allocation to the Lake City Center for the Meals on Wheels program. There is also a remaining amount of \$11,990 from 2020's Community Opportunity grant funds. With the cap for public service projects being \$44,073, the Committee recommended award to United Way in the amount of \$35,000 and award to CDAIDE in the amount of \$9,073. Nonpubic service recommendations include \$55,319 to Tesh; \$39,000 to Idaho Youth Ranch Rehabilitation; \$60,000 to St. Vincent de Paul and \$25,000 to North Idaho College. They recommended the balance of \$11,990 be moved to the Emergency Minor Home Repair Program (EMRAP). The additional recommendations for the CDBG-CV funds include an allocation to CDAIDE for \$35,000 and Fo(u)r Roots LLC for \$34,840. She noted that the current CARES Act fund balance is \$69,840 (to be spent on COVID-19-related needs that meet the HUD requirements for funding), and if these grants are awarded, \$0 will remain, with the exception of any administrative funds that remain after all CDBG-CV projects are completed.

**DISCUSSION:** Councilmember Evans noted that she is employed by the Idaho Youth Ranch and will recuse herself from voting on this item. Councilmember Wood noted that she will not recuse herself as she does not receive a pay check from her service on the North Idaho College Board. Councilmember Gookin questioned the COVID designation in the grant request with Fo(u)r Roots, LLC and was shocked about statistics of those in need. Ms. Nesbit noted that expenses have gone up due to COVID and this request does falls into program funding and they include a process of referral of need to verify it is COVID related.

**MOTION:** Motion by Gookin, seconded by Miller, to approve **Resolution No. 21-069** – approving the grant award recommendations and approval to negotiate and enter into CDBG Agreements with CDAIDE, United Way, Idaho Youth Ranch, Tesh, St. Vincent de Paul, and NIC, for Plan Year 2021, and CDBG-CV Agreements with CDAIDE and Fo(u)r Roots, LLC.

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

**RECESS:** Mayor Widmyer called for a 5-minute recess. The meeting resumed at 7:41 p.m.

## **RESOLUTION NO. 21-070**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH CANCOURSE, LLC, IN THE AMOUNT OF \$183,439.87 FOR PROPERTY TO BE USED FOR THE NEW CANFIELD STORAGE FACILITY.

**STAFF REPORT**: Water Department Director Terry Pickel noted that in the 2012 Water Department Comprehensive Plan Update they identified areas of deficiencies within the existing

public water system that would require future improvements. Department staff have been working through the various projects on a dedicated schedule to keep up with the City's water demand. One long-term deficiency currently in the plan is the need for additional storage for the northeast quadrant of the City. Pressure fluctuations have plagued this area during peak demand periods for many years as the majority of the storage is on the west side of the High Zone. Small projects such as High Zone expansion have lessened the impact of the pressure issues but were deemed as short-term solutions. An engineering consultant using a water modeling program identified issues with the storage deficiency and probable locations for a tank site. Staff have been looking for a suitable site per study recommendations and have been in contact with area property owners. Mr. Jason Evans, the owner of Cancourse, was agreeable to selling a parcel at the end of Thomas Lane to the City for this purpose and a subsequent site was chosen with a purchase agreement negotiated. Typically, staff would look for a small parcel just large enough to construct the tank; however, as construction on the hillside will require considerable disturbance, staff inquired into the possibility of purchasing the entire 3.29-acre parcel so as not to disturb neighboring property. The agreed upon purchase price for the aforementioned parcel is \$183,439.87. The City and the Seller will split escrow and recording fees and the Seller will be responsible for the Title Policy premium. The FY 2021-22 budget line item for the NE Storage Facility has funds of \$800,000.00 set aside for purchase of the property as well as design for the new facility, trail work and access. This will be funded by Cap Fees. The purchase agreement will contain some agreed-upon provisions including construction of an adjoining public use trail connecting with Cancourse, restriction of utility access to only water-related facilities, a paint scheme to blend into the hillside, and proactive forest management on the parcel.

**DISCUSSION**: Councilmember Gookin asked Mr. Gridley if this item should have been discussed in executive session since it is a negotiation of a property purchase. Mr. Gridley confirmed that property negotiations can be within executive session; however, this is not a competitive deal and is being presented without the need for further negotiation. Councilmember Gookin asked if the pipe would run through the County and would that mean we will be obligated to serve County homes. Mr. Pickel noted that they already serve most of those parcels and would need to negotiate any further pipe installations through a private road. Councilmember McEvers asked how they will deal with the forested area. Mr. Pickel noted that it will need to be logged out to install a future tank, and that they will work with the Urban Forester and will rejuvenate that area after construction.

**MOTION**: Motion by McEvers, seconded by Evans, to approve **Resolution No. 21-070** – approving a Purchase and Sale Agreement with Cancourse, LLC for property to be used as the Canfield Storage Facility.

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

#### **RESOLUTION NO. 21-071**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING STAFF AND THE HISTORIC PRESERVATION COMMISSION TO APPLY FOR CERTIFIED LOCAL GOVERNMENT (CLG) GRANTS IN THE AMOUNT OF \$3,175.00 FOR HISTORIC PRESERVATION TRAINING IN 2022 AND IN THE AMOUNT OF \$15,000 FOR A CONSULTANT FEE TO ASSIST WITH THE NOMINATION OF THE GARDEN DISTRICT TO THE NATIONAL REGISTER OF HISTORIC PLACES AS AN HISTORIC DISTRICT.

STAFF REPORT: Ms. Anderson explained the City Council adopted the Historic Preservation Code and formed a Historic Preservation Commission in 2019. The City Council also directed staff to apply for Certified Local Government (CLG) grant funds in 2019 for the preparation of a citywide historic preservation plan and historic preservation training for staff and the new commission. The City was awarded FY 20 CLG grant funds. The draft preservation plan is complete and being presented to the City Council at tonight's meeting during presentations. The Commission was unable to fully utilize the training funds due to the pandemic and training sessions and conferences being cancelled in 2020 and 2021. One of the priority items is to continue the efforts of the County's Historic Preservation Commission on the Garden District Reconnaissance Survey and pursue nomination to the National Register of Historic Places for the neighborhood to receive a Historic District designation. The County's Historic Preservation Commission completed their work on the Garden District Reconnaissance Survey in 2021 and has officially turned over the effort to the City's Historic Preservation Commission following submittal to State Historic Preservation Offices (SHPO) for review and approval. The City previously applied for, and was awarded, \$3,175 in training funds through the CLG grant for Historic Preservation Training. Only \$335 of the training grant funds was spent during the pandemic. Staff and the Commission would like to apply for the same amount again to pursue historic preservation training for FY 22. The consultant fee for a historic district nomination is estimated to cost approximately \$15,000. Staff and the Commission would like to apply for CLG grant funds in the amount of \$15,000 for the effort. If awarded, there is a 1 to 1 match required, but can be an in-kind match. The volunteer rate is \$24.24/hour and City staff time used on commission work can also be used as match, at the fully loaded rate. For comparison, the City applied for and was awarded \$15,000 for the Historic Preservation Plan. Staff, the commissioners and Council Liaison were able to satisfy the required in-kind match with volunteer hours and the City's cash match to meet the grant requirement. The Grant submittal deadline is December 31, 2021.

**MOTION:** Motion by Wood, seconded by Evans, to approve **Resolution No. 21-071** - Authorizing staff and the Historic Preservation Commission to apply for Certified Local Government (CLG) grant funds in the amount of \$3,175 for Historic Preservation Training and in the amount of \$15,000 for Consultant Assistance to Nominate the Garden District to the National Register of Historic Places.

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

#### **RESOLUTION NO. 21-072**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE LOWEST RESPONSIVE BASE BID OF \$765,215.00 AND AWARDING A CONTRACT TO LARIVIERE, INC., FOR INSTALLATION OF A NEW 18" WATER TRANSMISSION MAIN ALONG THE CENTENNIAL TRAIL, INCLUDING THE OPTION TO ACCEPT THE TWO ADD ALTERNATES FOR A TOTAL OF \$125,498.50, WITH THE CONTRACT NOT TO EXCEED \$890,713.50.

**STAFF REPORT:** Mr. Pickel explained that through the 2012 Water Comprehensive Plan Update, deficiencies were identified in regard to system capacity and supply in the General Zone which supplies the southern half of the city. The Plan set forth a general construction schedule, based on projected peak demands, for a future supply for the General Zone. It was determined that a new source, or sources, totaling 4,000 gallons per minute would be required to adequately supply the General Zone to expected build out. The ultimate problem is locating a suitable site for a new well within the existing boundaries of the General Zone as space is at a premium. An engineering consultant came up with the idea that, since we were already drilling a new source on the western edge of the City, why not divert an existing source, in this case the Atlas Well, to the General Zone via a new transmission main. This seemed to be a more logical approach than trying to push water from the western edge of the city limits. A bid opening was held on November 10, 2021 with five bids being received. Funding for the proposed project is included in the 2021-22 FY budget at \$1,500,000.00 to be paid out of Capitalization Fees. The base bids received for phase three were as follows: S& L Underground, Inc., at \$1,139,275.00, Halme Construction at \$914,043.00, Northwest Grading, Inc., at \$891,962.20; Big Sky ID, Corp., at \$827,092.00, and the lowest responsive bid received from LaRiviere, Inc., at \$765,215.00. The engineer's estimate was \$715,000.00. Two Add Alternates were included for 2 phases of fiber optic conduit installation for City Fiber by each bidder. Under LaRiviere's bid, Add Alternate 1, which provides conduit from Atlas Road at the Trail to Riverstone Dr. and Seltice Way, was \$64,566.50. Add Alternate 2, which includes boring conduit from Riverstone Drive along Seltice Way to and across Northwest Blvd., was \$60,932.00. The consulting engineer reviewed all bids for accuracy. Mr. Pickel noted that considering the Add Alternates; LaRiviere's total bid was still the lowest and he recommends approval.

**MOTION:** Motion by Gookin, seconded by English, to approve **Resolution No. 21-072** – Accept the lowest responsive base bid of \$765,215.00 and award a Contract to LaRiviere, Inc., for installation of a new 18" water transmission main along the Centennial Trail, including the option to accept the two Add Alternates for a total of \$125,498.50, with the Contract not to exceed \$890,713.50.

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

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

The meeting was adjourned at 8:24 p.m.

ATTEST:	Steve Widmyer, Mayor
Renata McLeod City Clerk, CMC	



## CEMETERY LOT TRANSFER / SALE / REPURCHASE ROUTING FORM

REQUEST RECEIVED BY:		
Municipal Services	Kelley Setters	11-18-2021
Department Name	Employee	Date
REQUESTED BY:		
Rhonda Esco		
Name		
410 N Garry Drive Liberty Lake,	WA 99019	208-664-8380
Address		Phone
Request is for:  Repurchase of Lot(s) Transfer of Lots(s) from	honda Esco	to Alicea L Frost
Section: C Block: 68 Niche(s):,	, Lots(s): 6,	
Lot(s) are located in: ■ Forest Cemetery Copy must be attached: □ Deed Requester is: ■ owner □ executor □ other	☐ Certificate of Sale	
Title Transfer Fee: \$\frac{40.00}{} Receipt No: _		
ACCOUNTING DEPARTMENT completes the for	ollowing:	☐ Attach original contract.
Accountant Signature	Ser.	Date: 11/18/2021
CEMETERY SUPERVISOR completes the follow	ving:	
The above-referenced Lot(s) is/are certified to be The owner(s) of record of the Lot(s) in the Ceme The purchase price of the Lot(s) when sold to the Supervisor's Signature	e vacant: XYes ☐ No tery Book of Deeds is listed as: e owner of record was \$	Rhanda Esco
Supervisor's Signature MB candt		Date: 11/18/2021
<b>LEGAL/RECORDS</b> completes the following:		
Certificate of Conveyance/Transfer received:  Requester is authorized to execute certificate:		
I certify that all requirements for the transfer/sale transaction be completed.	/repurchase of cemetery lot(s)	have been met and recommend that the
City Clerk's Signature	Date:	
Council approved transfer/sale/repurchase of about	ove-referenced Lots(s) in regula	ar session on. Date:
CEMETERY SUPERVISOR completes the follow	ving:	
Change of ownership noted in Book of Deeds: ☐ Cemetery copy filed original and supporting docu		Yes □ No

## CERTIFICATE OF TRANSFER CEMETERY LOT

Rhonda Esco	ent consideration, receipt	(the "Transferor") de	
transfer and convey to	Alicea L. H		(the
"Transferee") the following lo	Forest	Cemete	ery:
Section(s) C	, Block(s) _	68	
Niche(s)	, Lot(s) 6		
according to the plat thereof,	now on file and of record	in the office of the Kooter	nai County
Recorder, state of Idaho.			
This Certificate vests in	the Transferee, and his or he	er heirs or assigns, a right in	ı fee simple
to said lot(s) for the sole purpe	ose of interment, under the	ordinances and regulations	adopted by
the City Council as authorized	by Idaho Code § 50-320.		
DATED this 9 day	of Movember, 20 d	<u>L1</u> .	
	By Cho r	de L Esco	

STATE OF IDAHO	)					
	) ss.					
County of Kootenai	)					
On this 9 appeared Ahoro foregoing instrument	day of Mor	, 2021,	before me,	a Notary	Public,	personally
appeared Khono	la ESCO	, known to	me to be t	he person	who exc	ecuted the
foregoing instrument	and acknowledged	I to me that he e	xecuted 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.

CONNIE L KIENHOLZ Notary Public State of Washington Commission # 88670 My Comm. Expires Dec 6, 2022

Notary Public for Idaho

Residing at Sold My Commission expires: 12 6-202



## CEMETERY LOT TRANSFER / SALE / REPURCHASE ROUTING FORM

REQUEST RECEIVED BY:		
Municipal Services	Kelley Setters	11-18-202
Department Name	Employee	Date
REQUESTED BY:		
Rhonda Esco		
Name		
410 N Garry Drive Liberty Lake	e, WA 99019	208-664-8380
Address		Phone
Request is for: ☐ Repurchase of Lot(s) ☐ Transfer of Lots(s) from	Rhonda Esco	<sub>to</sub> Kellie Rickman
Section: C Block: 68 Niche(s):		
Lot(s) are located in: ■ Forest Cemetery Copy must be attached: □ Deed Requester is: ■ owner □ executor □ other	☐ Certificate of Sale	
Title Transfer Fee: \$\frac{40.00}{} Receipt No:		
ACCOUNTING DEPARTMENT completes th	e following:	☐ Attach original contract.
Accountant Signature	Junou 1	Date: 11 18/2021
CEMETERY SUPERVISOR completes the fo	ollowing:	
The above-referenced Lot(s) is/are certified to The owner(s) of record of the Lot(s) in the Ce The purchase price of the Lot(s) when sold to Supervisor's Signature	o be vacant: ⊠Yes □ No emetery Book of Deeds is listed as: o the owner of record was \$_\$\subseteq \subseteq 0	Phonda Esco per lot. Date: 11/18/2021
LEGAL/RECORDS completes the following:		
Certificate of Conveyance/Transfer received: Requester is authorized to execute certificate		
I certify that all requirements for the transfer/s transaction be completed.	sale/repurchase of cemetery lot(s) h	nave been met and recommend that the
City Clerk's Signature	Date:	
Council approved transfer/sale/repurchase of	f above-referenced Lots(s) in regula	ar session on. Date:
CEMETERY SUPERVISOR completes the fo	ollowing:	
Change of ownership noted in Book of Deeds Cemetery copy filed original and supporting of		Yes □ No
Cemetery Supervisor's Signature		Date:

## CERTIFICATE OF TRANSFER CEMETERY LOT

For good and suffice Rhonda Esco	ent consideration, receipt of w	hich is hereby acknowledged, (the "Transferor") does hereby
transfer and convey to	Kellie D. Rich	
"Transferee") the following lo	Forest	Cemetery:
Section(s) C	, Block(s) 68	,
Niche(s)	, Lot(s) 15	
according to the plat thereof, Recorder, state of Idaho.	now on file and of record in the	e office of the Kootenai County
This Certificate vests in	the Transferee, and his or her heir	rs or assigns, a right in fee simple
to said lot(s) for the sole purp	ose of interment, under the ordina	nces and regulations adopted by
the City Council as authorized  DATED this   day	by Idaho Code § 50-320. of Movember, 2011.	
	Bylande	L EACO

STATE OF IDAHO	)			
	) ss.			
County of Kootenai	)			
On this	day of Nov	, 202, bef	ore me, a Notar	y Public, personally n who executed the
appeared _ Lugar	19 250	_, known to me	to be the perso	n who executed the
foregoing instrument	and acknowledged t	o me that he exec	uted the same.	
				9. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.

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

CONNIE L KIENHOLZ Notary Public State of Washington Commission # 88670 My Comm. Expires Dec 6, 2022

Notary Public for Idaho

Residing at My Commission expires:

## CITY COUNCIL STAFF REPORT

DATE: DECEMBER 7, 2021

FROM: DENNIS GRANT, ENGINEERING PROJECT MANAGER

SUBJECT: SS-18-07, WISE RAU TRACTS: FINAL PLAT APPROVAL

## **DECISION POINT:**

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot subdivision in a residential R-12 zoning district.

#### **HISTORY:**

a. Applicant: Cindy Espe

ATS, Inc. P.O. Box 369

Coeur d'Alene, ID 83816

b. Location: +/- .37 Acre, 631 W. Haycraft Avenue, NE Corner of

Fruitland Lane and Haycraft Avenue Intersection.

c. Previous Action:

1. Preliminary plat approval, June 1, 2018

## **FINANCIAL ANALYSIS:**

There are no financial issues with this development.

## **PERFORMANCE ANALYSIS:**

This residential development is a re-plat of an existing single lot located in Coeur d'Alene. This subdivision created two (2) lots. The infrastructure has been previously installed and accepted by the appropriate departments; therefore, the document is ready for approval and recordation.

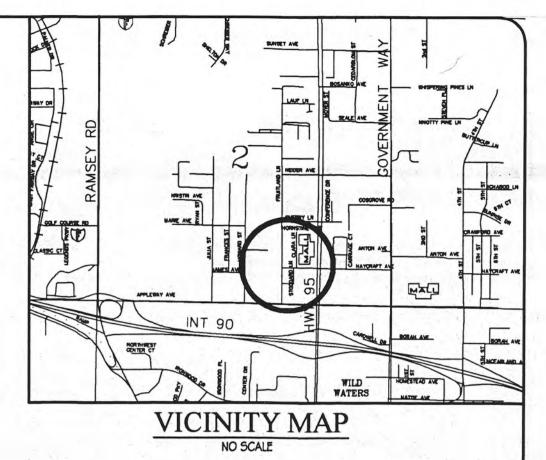
## **DECISION POINT RECOMMENDATION:**

City Council approval of the final plat document.

# WISE RAU TRACTS

LOT 1, BLOCK ONE, HORNSTINES ADDITION A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 02, TOWNSHIP 50 NORTH, RANGE 04 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 1 OF 2



## **OWNERS CERTIFICATE**

BE IT KNOWN BY THOSE PRESENT THAT PAUL W. RAU AND SUSAN G. RAU, HUSBAND AND WIFE HEREBY CERTIFIES THAT THEY OWN AND HAVE LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS "WISE RAU TRACTS", BEING LOT I, HORNSTINE'S ADDITION, AS RECORDED WITH KOOTENAI COUNTY IN BOOK "D" OF PLATS AT PAGE 148. SITUATE IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 02, TOWNSHIP 50 NORTH, RANGE 04 WEST OF THE BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO. AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 02 AS WITNESSED BY A 2.5" A.C. MONUMENT PER CP\$F INSTRUMENT \$2189635000, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 02 AS WITNESSED BY A 3" Z.C. MONUMENT PER CP\$F INSTRUMENT \$2030654000 BEARS SOUTH 88°55'36" EAST, 2651.73 FEET; THENCE, NORTH 45°40'30" EAST, 962.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND BEING THE TRUE POINT-OF-BEGINNING FOR THIS DESCRIBED PARCEL OF LAND;

THENCE, NORTH 00°03'20" WEST, 146.55 FEET TO THE NORTHWEST CORNER THEREOF

THENCE, SOUTH 88°53'19" EAST, 109.99 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE, SOUTH 00°03'48" EAST, 146.55 FEET TO THE SOUTHEAST CORNER THEREOF,

THENCE, NORTH 88°53'20" WEST, 110.01 FEET RETURNING TO THE POINT-OF-BEGINNING

SAID DESCRIBED PARCEL CONTAINING 16,117 S.F. (0.370 ACRES) MORE OR LESS;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.

BE IT FURTHER KNOWN THAT:

THE OWNERS HEREBY GRANT A 10' UTILITY AND SIDEWALK EASEMENT AS DEPICTED ON PAGE 2 OF THIS PLAT TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE AND FRANCHISE UTILITIES FOR ITS INTENDED USE.

DOMESTIC WATER AND SANITARY SEWAGE DISPOSAL SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

PAUL W. RAU

Sura G. RAU
SUSAN G. RAU

NOV 18, 2021

Mov. 18, 2021

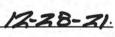
## NOTARY PUBLIC CERTIFICATE

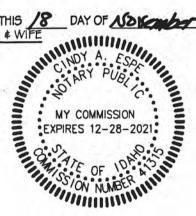
STATE OF IDAHO
COUNTY OF KOOTENAI

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 18 DAY OF ASKARDS, 2021, BY PAUL W. RAU & SUSAN G. RAU, HUSBAND & WIFE

NOTARY FUBLIC FOR THE STATE OF IDAHO

COMMISSION EXPIRES:





## HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING THE CITY OF COEUR D'ALENE AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR THE CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

THIS 18th DAY OF NOU . . . 2021

1 1	1		11:30.0
you done	and		a Vena
PANHANDLE HEALTH	DISTRICT	F. ST	10 12

## CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN EXAMINED BY THE COEUR D'ALENE CITY COUNCIL AND IS HEREBY APPROVED FOR FILING.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_ 202

COEUR D'ALENE CITY CLERK

## **CITY ENGINEER**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS SUBDIVISION PLAT AND APPROVE THE SAME FOR FILING.

PLAN AR R PERMAN

- PE#10804

## **COUNTY RECORDER**

THIS MAP WAS RECORDED IN THE OFFICE OF THE KOOTENAI COUNTY, IDAHO, RECORDER AT THE REQUEST OF ADVANCED TECHNOLOGY SURVEYING & ENGINEERING, INC.

THIS DAY OF	, 2021, AT	O'CLOCKM.
AS INSTRUMENT NUMBER	ж ж.	AND DULY RECORDED
IN BOOK OF PLATS, AT PAGES		Allian I. a
KOOTENAI COUNTY RECORDER		
BY:		FEE:

## COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH 31. December 2021

DATED THIS 23 DAY OF November , 2021.

100	0 m	
M bu	2 Devel	Contract Contract
KOOTENAI CO	DUNTY, TREASURER, DEP	outu Treasurer

## COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2021.



KOOTENAI COUNTY, SURVEYOR

## SURVEYOR'S CERTIFICATE

I, MATTHEW B. MAYBERRY, P.L.S. #8962, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF MAY 2018 TO NOVEMBER 2021. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; AND THAT ALL MONUMENTS HAVE BEEN SET AS DEPICTED ON PAGE 2 OF THIS PLAT IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS THEY PERTAIN TO PLATS AND SURVEYS.



ADVANCED
TECHNOLOGY
SURVEYING &
ENGINEERIN

P.O. BOX 3457, HAYDEN IDAHO, 83835
PH. (208)-772-2745 \* FAX (208)-762-7731 \*

DATE: 11-10-2021
DRAWN BY: MBM
DATE: 05-07-2018
DWG: PLAT
PROJ: 16-132

CHECKED BY: MBM

SCALE: NA

# WISE RAU TRACTS

LOT 1, BLOCK ONE, HORNSTINES ADDITION
A PORTION OF THE SW 1/4 OF THE SE 1/4 OF
SECTION 02, TOWNSHIP 50 NORTH, RANGE 04 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 2 OF 2 **LEGEND** MEASURED REFERENCE COMPUTED SET 5/8" BY 30" REBAR WITH PLASTIC CAP MARKED "ATS P.L.S. # 8962" FOUND PK NAIL & WASHER "ATS PLS 8962" (R5) FOUND 5/8" REBAR & CAP "ATS PLS 8962" (R5) LOT 9 FOUND 5/8" REBAR & CAP "PLS 6602" LOT 2 FOUND 6"X8" CONCRETE MONUMENT WITH NAIL FOUND 3/4" ID IRON PIPE COMPUTED POINT (NOTHING FOUND OR SET) SECTION CORNER QUARTER CORNER 9 88° 53' 19° E PROPERTY BOUNDARY EXISTING LOT LINES RIGHT-OF-WAY LINE R.O.W. CENTER LINE - 10' UTILITY & SIDEWALK EASEMENT EX. BUILDING EXISTING FENCE GRANTED THIS PLAT LOT 10 LOT 1 HORNSTINES ADDITION 8,061 59 Ft 0.185 Ac. N 88° 51' 50° W LOT 11 8,056 Sq Ft 0.185 Ac. 25.0 CORNER POSITION OCCUPIED BY 4"X4" POST. FOUND WITNESS CORNER 1.0 FEET NORTH. (PER R5) 110.01' 110.0' (R2) N 88° 53' 20° W -HAYCRAFT AVENUE STODDANDS ADD S.E. SECTION CORNER - 3" Z.C. MONUMENT PER CP\$F INST.#2030654000 (NOT VISITED THIS SURVEY) BASIS OF BEARINGS SOUTH 1/4 CORNER GRAPHIC SCALE 2.5" A.C. MONUMENT 120 15 30 PER CP\$F INST.#22189635000 (NOT VISITED THIS SURVEY) SCALE: 1"= 30'

BOOK \_\_\_\_\_, PAGE \_\_\_\_.
INST NO. \_\_\_\_\_.

## REFERENCES

- R-1) STODDARDS ADDITION BY RAY H. KINDLER, PLS 650, JUNE 1958.
  1994. RECORDED IN BOOK D' OF PLATS AT PAGE 118.
- R-2) HORNSTINES ADDITION BY RAY H. KINDLER, PLS 650, DECEMBER 1960. RECORDED IN BOOK "D" OF PLATS AT PAGE 148.
- R-3) HORNSTINES FIRST ADDITION BY W. BRANT MORRIS, PLS 6602, DECEMBER 1994. RECORDED IN BOOK "G" OF PLATS AT PAGE 182.
- R-4) WARRANTY DEED INSTRUMENT NUMBER 2555684000.
- R-5) RECORD OF SURVEY BY MATTHEW B. MAYBERRY, PLS 8962. FEBRUARY 2017. RECORDED AS BOOK 29 OF SURVEYS AT PAGE 345.

ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS, SURVEYS, DEEDS, AND OTHER DOCUMENTS REFER TO KOOTENAI COUNTY RECORDS, UNLESS OTHERWISE INDICATED.

## SURVEYOR'S COMMENTS/NOTES

- THERE WAS NO ATTEMPT MADE TO SHOW ALL PHYSICAL FEATURES OF THIS PROPERTY, OR SHOW ANY NON-RECORDED EASEMENTS. ITEMS SUCH AS BUILDINGS AND FENCES WHICH MAY BE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.
- ANY RIGHT-OF-WAY DEDICATION AND/OR THE GRANTING OF PERPETUAL EASEMENT(S)
  DEPICTED ON THIS PAGE ARE ENUMERATED IN THE OWNERS CERTIFICATE, PAGE ONE OF
  THIS PLAT.
- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE POLICY BY KOOTENAI TITLE COMPANY, ORDER NUMBER 402545, DATED MARCH 14, 2018, AND VESTING DEED INSTRUMENT NUMBER 2555684000.
- 4. THIS SURVEY WAS PERFORMED BY A COMBINATION OF FIELD TRAVERSING USING A TREMBLE SG-2 SECOND ROBOTIC TOTAL STATION AND A TREMBLE R8-4 GNSS BASE UNITE AND A R2 RTK ROVER UNITE.
- 5. THE SURVEY UPON WHICH THIS PLAT IS BASED ON WAS PERFORMED ACCORDING TO IDAHO CODE 55-1911 FOR LAND BOUNDARY SURVEYS. ANY TERRESTRIAL MEASUREMENTS AND TRAVERSES WERE PERFORMED AND ANALYZED TO VERIFY THAT THEY EXCEED THE REQUIREMENTS OF THIS SECTION FOR ERROR CLOSURE.
- 6. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE EXISTING PARCEL ACCORDING TO THE CITY OF COEUR D'ALENE SUBDIVISION ORDNANCE CHAPTER 16.30-SHORT SUBDIVISIONS.
- 7. PLAT BOUNDARY WAS ESTABLISHED FROM PREVIOUS WORK PER R5.

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2 BETWEEN FOUND MONUMENTATION, TAKEN TO BEAR SOUTH 88°55'36" EAST, AS SHOWN HEREIN AND IN R-3.





P.O. BOX 3457, HAYDEN IDAHO, 83835 DWG: PLAT PROJ: 16-132

SCALE: I\*=30'

CHECKED BY: MBM
DATE: 11-10-2021

DRAWN BY: MBM
DATE: 06-23-2016

DWG: PLAT
PROJ: 16-132

## RESOLUTION NO. 21-073

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING APPROVAL OF AGREEMENTS WITH IDAHO YOUTH RANCH AND CDAIDE FOR USE OF CDBG PLAN YEAR 2021 FUNDING, AND WITH FO(U)R ROOTS, LLC, AND CDAIDE FOR USE OF CDBG-CV GRANT AWARDS.

WHEREAS, the CDBG Specialist and Planning Department of the City of Coeur d'Alene have recommended that the City of Coeur d'Alene enter into agreements with Idaho Youth Ranch, CDAIDE, and FO(U)R Roots, LLC, pursuant to terms and conditions set forth in the agreements, copies of which are attached hereto as Exhibit "A," and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such 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, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said 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 7<sup>th</sup> day of December, 2021.

	Steve Widmyer, Mayor
ATTEST:	
Renata McLeod, City Clerk	

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

**ROLL CALL:** 

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion .

## CITY COUNCIL STAFF REPORT

DATE: DECEMBER 2, 2021

FROM: CHELSEA NESBIT, CDBG SPECIALIST

RE: AGREEMENTS FOR USE OF CDBG PLAN YEAR 2021 AND CDBG-CV

**FUNDS** 

**DECISION POINT**: To authorize Approval of CDBG contracts negotiated with Idaho Youth Ranch and CDAIDE for Plan Year 2021, and CDBG-CV Agreements with Fo(u)r Roots, LLC and CDAIDE for CDBG-CV funds. Approval of Addendum to CDAIDE CDBG-CV contract.

**HISTORY**: At the Council meeting held November 16, 2021 the Council approved staff to negotiate agreements for use of Plan Year 2021 CDBG fund and CDBG-CV related to COVID. Contracts for PY 2021 CDBG funds have been negotiated and are presented for final approval with Idaho Youth Ranch for \$39,000 for rehabilitation to their facility, and CDAIDE for \$9,037 to continue their rental, utility and transportation subsistence program.

Approval for contract negotiations for CDBG-CV funds with Fo(u)r Roots, LLC in the amount of \$34,840 for their food box program and an addendum to CDAIDE's existing CDBG-CV contract in increase funding by \$35,000 for their rental and utility assistance program and extend the expiration date.

**DECISION POINT:** To authorize Approval of CDBG contracts negotiated with Idaho Youth Ranch and CDAIDE for Plan Year 2021, and CDBG-CV Agreements with Fo(u)r Roots, LLC and CDAIDE for CDBG-CV funds. Approval of Addendum to CDAIDE CDBG-CV contract.

## AGREEMENT FOR CDBG GRANT FUNDS FOR CDAIDE

CDBG PROGRAM YEAR:	<u>2021.</u>
CFDA 14.218, Community D	evelopment 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 CDAIDE, an Idaho non-profit corporation, whose mailing address is PO Box 1042, Coeur d'Alene, ID 83816, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Rebecca Smith, Chair Board. 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-21-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$9,073 (Nine Thousand Seventy-Three dollars) to the Subrecipient for the program. 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 LMC (low-moderate income clientele) under the Public Service category and the Activity Code 05Q, Subsistence Payments 24 CFR 570.201(e) or 42 USC 5305(a)(8) and 24 CFR 570.482(c)(2), for services that will benefit hospitality workers in Coeur d'Alene. The targeted clientele are low-moderate income families in Coeur d'Alene.

- 2. <u>Effective Date and Time of Performance.</u> This Agreement shall take effect on the date of execution of this Agreement and shall end on December 31, 2022. 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. <u>Grant Amount and Matching Obligations.</u> It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed \$9,073 (Nine Thousand Seventy-Three dollars), referred to herein as the "grant funds." In the event activity costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient is responsible for providing the management resources, staff, and office supplies needed for the project.
- 4. <u>Budget</u>. The Budget, as set forth in Attachment B attached hereto, shall be adhered to unless otherwise amended in writing, signed by both the Subrecipient and the CITY. Subrecipient will immediately repay to the CITY any amount of the grant funds that the CITY determines has been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

Page 1 of 12

CITY of Coeur d'Alene Sub-Grant Agreement

Resolution No. 21-073 Exhibit "A"

- 5. <u>Program Income.</u> The Subrecipient shall report all program income (as defined in 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Program income is treated the same as the grant funds and is therefore subject to this Agreement and all the applicable federal regulations. The Subrecipient is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.
- 6. <u>Payments.</u> The CITY will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and CITY policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient and in no case will it exceed actual cash requirements. Payments will be adjusted for any program income earned under this Agreement.

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

The request should be submitted to the CITY'S CDBG Grant Administrator at City of Coeur d'Alene, Attn: Chelsea Nesbit, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 or by email at cnesbit@cdaid.org.

- 7. <u>Insurance.</u> The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, comprehensive general liability insurance, and automobile insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of five hundred thousand 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.
- 8. <u>Grant Program Requirements</u>. 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. <u>Environmental</u>. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *No additional environmental requirements*.

Page 2 of 12

- 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. <u>Procurement Standards and Methods.</u> 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. <u>Termination of Agreement.</u> 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. <u>Financial and Progress Reports.</u> At the close of the four (4) week program, the Subrecipient shall submit financial reports that detail costs incurred by line item as described in the project budget, Attachment B. The Subrecipient agrees to submit program performance reports in the form, content, and frequency as required by the CITY, and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD or otherwise. A detailed written final report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CITY'S Grant Administrator at the conclusion of the program, Attachments A, D, and E.

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

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

14. <u>Record Keeping.</u> 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

Page 3 of 12

CITY of Coeur d'Alene Sub-Grant Agreement

Resolution No. 21-073 Exhibit "A"

maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred.

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

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

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

- 16. Amendments to this Grant Agreement. The Subrecipient understands and agrees that no change shall be made to the nature or purpose of the project and this Agreement, and that no changes shall be made in the budget (Attachment B), the Scope of Work (Attachment A), or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations, or law.
- 17. <u>Subcontracts</u>. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the CITY prior to the execution of such subcontract. These subcontracts shall contain, and be subject to, all the requirements of this Agreement. In addition, prior to execution of any amendments to subcontracts, written consent by the CITY is required. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.
- 18. <u>Audit and Monitoring.</u> 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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- 19. <u>Retention.</u> The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- 20. <u>Recognition</u>. 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. <u>Severability.</u> 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. <u>Hold Harmless</u>. The Subrecipient shall hold harmless, defend, and indemnify the CITY and its representatives from any and all claims, actions, suits, charges, and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect, or misconduct of the Subrecipient that may arise out of or which is in any way related to this Agreement.
- 23. <u>Independent Contractor.</u> The parties acknowledge and agree that no employer-employee relationship is established between the Subrecipient and the CITY by the terms of this Agreement or any act, statement, or representation by either. It is understood by the parties hereto that the Subrecipient is an independent contractor and shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees, insurance, worker's compensation coverage, and unemployment insurance, and shall prepare and be responsible for FICA and tax filings.
- 24. <u>Closeout.</u> 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. <u>Labor Standards</u>. 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. <u>Copyrights.</u> 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.

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

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

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

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

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IN WITNESS WHEREOF, the Mayor and City Cler	k of the City of Coeur d'Alene have executed this
Agreement on behalf of the CITY, and the Subrecipie	nt has caused this Agreement to be executed this
day of 2021.	
CITY of Coeur d'Alene	CDAIDE
Dated:	Dated:
By:	By:
Steve Widmyer, Mayor	Rebecca Smit, Executive Director
City of Coeur d'Alene, Idaho	CDAIDE
ATTEST:	
By:	<u> </u>
Renata McLeod Its: City Clerk	
ns. City Clerk	

Resolution No. 21-073 Exhibit "A"

#### Attachment A

## Grant Agreement between CITY of Coeur d'Alene and CDAIDE

## **Scope of Services**

Under the 2021 allocation of the Community Development Block Grant, CDAIDE will be providing a public service by providing Subsistence Payments to Coeur d'Alene LMI families and may include the following:

Housing and Utility Assistance This program will assist Coeur d'Alene hospitality workers with financial need with housing and utility costs or have been directly affected by COVID-19 through an interruption in income or experiencing added hardships due to illness or other COVID related expenses.

<u>Transportation</u> This project will also provide funds to cover costs associated with transportation to get to work, including auto repairs, ensuring workers can continue to get to work.

## **Benefits**

Subsistence payments, including housing and utility payments as well as automobile repairs and other transportation costs, will help prevent homelessness within the community, ensure workers can continue to get to work and create housing stability for the city's 7,000 plus hospitality workers. These workers are part of our ALICE population, which makes up approximately 41% of our city's population, and often have no paid sick leave or medical benefits, making them particularly vulnerable during this time.

#### **Schedule**

Upon execution of the Agreement between CDAIDE and the City of Coeur d'Alene, the Project shall commence and shall be complete by December 31, 2022. At the completion of the project, a final report is due on the number and age of beneficiaries served.

## Attachment B

## **Project Budget**

## Grant Agreement between CITY of Coeur d'Alene and CDAIDE

<b>Budget Item</b>	CDBG Funds	Other Funding	<b>Total Project Costs</b>
Subsistence Payments	\$9,073		\$9,073
	,		
Total	\$9,073		\$9,073

CDAIDE will submit a detailed, itemized invoice to the CITY'S CDBG Grant Administrator for review. The invoice shall be dated; it 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

## **CDAIDE Reporting Requirements**

The Subrecipient shall provide:

- 1) A recent annual agency audit. Please Attach.
- 2) Client data, collected by CDAIDE demonstrating 1) racial demographics of individuals served by the program, 2) the number of individuals served by the program, 3) verification that families receiving aid are low-to-moderate income (LMI)—please provide status indicators and rationale, and 4) age of individuals served by the program. Please attach written statements or other supporting documentation: Attachment D.
- 3) 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.
- 4) CDAIDE will submit detailed, itemized invoice(s) to the CITY'S CDBG Grant Administrator for review at the end of the four-week program. 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.
- 5) Completed demographic and income report for LMI individuals served during CDBG funded project: Attachment E.

CITY of Coeur d'Alene Sub-Grant Agreement

Page 10 of 12

## Attachment D

## **CDAIDE Final Report**

During the CITY'S CDBG funded timeline of CDAIDE's Subsistence Payment program:

1)	Number of individuals served by the program:
2)	Average age of individuals served by the program:
3)	Racial demographics of individuals served by the program:
4)	Rationale of how individuals served by the program are determined to be low-to-moderate income (LMI):
5)	Brief description of the program and its beneficiaries:
6)	Brief description of program status at the time of the CITY'S CDBG funding:
7)	CDAIDE Official Reporting:
.,	A) Duns #:
	B) EIN #: C) Is this a woman owned business (Y/N)?
	D) Is this a minority owned business (Y/N)?

Page 11 of 12 CITY of Coeur d'Alene Sub-Grant Agreement

## Attachment E

# **Demographic & LMI Income Reporting Requirements**

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

12 CITY of Coeur d'Alene Sub-Grant Agreement

# AGREEMENT FOR CDBG GRANT FUNDS FOR Idaho Youth Ranch, Inc.

CDBG PROGRAM YEAR: 2021. 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 IDAHO YOUTH RANCH, INC., an Idaho non-profit corporation, whose mailing address is 1609 Government Way, Coeur d'Alene, ID 83814, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Scott Curtis, President & CEO. The key contact for the CITY is Chelsea Nesbit, the CITY'S CDBG Grant Administrator.

1. <u>Activities Under This Agreement.</u> 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-21-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Thirty-nine Thousand and no/100 dollars (\$39,000.00) 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 Idaho Youth Ranch, Inc. that will help them rehabilitate the facilities at the Anchor House building, benefitting low to moderate income clientele, including youth receiving mental health services.

- 2. <u>Effective Date and Time of Performance.</u> This Agreement shall take effect on the date of execution of this Agreement and shall end on December 31, 2022. 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. <u>Grant Amount and Matching Obligations.</u> It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed Thirty-nine Thousand and no/100 dollars (\$39,000), 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. <u>Budget.</u> 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. IDAHO YOUTH RANCH, 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.

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CITY of Coeur d'Alene Sub-Grant Agreement

- 5. <u>Program Income.</u> 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. <u>Payments.</u> 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 request 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. <u>Insurance</u>. 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) 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. <u>Environmental.</u> 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. <u>Real Property Acquisition, Relocation, and Disposal.</u> The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended

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CITY of Coeur d'Alene Sub-Grant Agreement

- (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. <u>Procurement Standards and Methods.</u> 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. <u>Termination of Agreement.</u> 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. <u>Financial and Progress Reports.</u> 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. <u>Record Keeping.</u> 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

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Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred.

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

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

Client information collected under this Agreement is private and the use or disclosure of such information is prohibited when not directly related to the CITY's or Subrecipients' 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. <u>Subcontracts</u>. 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. <u>Audit and Monitoring.</u> All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, to audit, examine, and make excerpts or transcripts of all relevant data.

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

19. <u>Retention</u>. 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

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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. <u>Recognition</u>. 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. <u>Severability</u>. 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. <u>Hold Harmless</u>. The Subrecipient shall hold harmless, defend, and indemnify the CITY and its representatives from any and all claims, actions, suits, charges, and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect, or misconduct of the Subrecipient that may arise out of or which is in any way related to this Agreement.
- 23. <u>Independent Contractor.</u> 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. <u>Closeout.</u> 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. <u>Labor Standards</u>. 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. <u>Copyrights.</u> 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. <u>Religious and Lobbying Activities</u>. 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

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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. <u>Anti-Discrimination</u>. 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.

this Agreement on behalf of the CITY, the City	ty Clerk of the City of Coeur d'Alene have executed Clerk has affixed the seal of the City hereto, and the and its seal to be affixed hereto, and the undersigned day of 2021.
CITY of Coeur d'Alene	Idaho Youth Ranch
Dated:	Dated:
By: Steve Widmyer, Mayor City of Coeur d'Alene, Idaho	By: Scott Curtis, President & CEO Idaho Youth Ranch
ATTEST:	
By:	

#### Attachment A

#### Grant Agreement between CITY of Coeur d'Alene and Idaho Youth Ranch, Inc.

### **Scope of Services**

Under the HUD PY2021 allocation of the Community Development Block Grant, Idaho Youth Ranch, Inc. with renovate and rehabilitated the Anchor House building in Coeur d'Alene, Idaho. Repairs are estimated to increase the life of each item by a minimum of 10 to 15 years.

### **Summary of the Project Activities**

The Anchor House Rehabilitation will consist of:

- 1. Parking lot resurfacing, patching, and painting.
- 2. Replacing the upstairs furnace.
- 3. Replacing the street signage, which has reached the end of its useful life.
- 4. Deck repairs, including removal of any rotten and broken wood, the replacement of concrete supports that are cracked or broken, sanding all wood surfaces, priming, and painting.

#### **Benefits**

This project will ensure safety and asset protection to allow Idaho Youth Ranch to continue to have adequate, safe and functional facility, which is essential to support the services they deliver. In the past year IYR provided services to 129 new individuals at Anchor House. The majority of these kids were low-income and receiving Medicaid. Common diagnoses included major depressive disorder, adjustment disorder, anxiety disorder, persistent mood disorder, and post-traumatic stress disorder. Many are heading in a dangerous direction - showing signs of emotional or behavioral problems, doing poorly in school, withdrawing from normal age-appropriate activities and/or family life, and at risk of self-harm or destructive behavior, even suicidality. They may have experienced abuse or neglect and are living in environments that expose them to one or more traumatic life experiences (domestic violence, being threatened with serious physical harm, sexual assault or abuse, or other significant traumas).

#### **Schedule**

Upon execution of the Agreement between Idaho Youth Ranch and the City of Coeur d'Alene, the Project shall commence and shall be complete by December 31, 2022. At the completion of the project, a final report is due on the number and demographics of beneficiaries served.

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CITY of Coeur d'Alene Sub-Grant Agreement

#### Attachment B

### **Project Budget**

### Grant Agreement between CITY of Coeur d'Alene and Idaho Youth Ranch

Budget Item	CDBG Funds	Other Funding	<b>Total Project Costs</b>
Public Facility Rehabilitation	\$39,000		\$39,000
	420,000		\$39,000
Total	\$39,000		

Idaho Youth Ranch 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; Idaho Youth Ranch 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 \$39,000 (Thirty-Nine Thousand and no dollars and no cents).

#### Attachment C

### **Idaho Youth Ranch 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

## **Idaho Youth Ranch Final Report**

During the CITY'S CDBG funded timeline of Idaho Youth Ranch's Public Facility Rehabilitation:

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:
Brief rationale of why >51% of clientele is considered to be of low-to-moderate income (LMI):
Brief rationale of why >51% of clientele is considered to be of Coeur d'Alene residency:
Official Reporting:  A) Duns #:  B) EIN #:  C) Is this a woman owned business (Y/N)?  D) Is this a minority owned business (Y/N)?

CITY of Coeur d'Alene Sub-Grant Agreement

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## Idaho Youth Ranch

# 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-CV GRANT FUNDS FOR COVID RELATED SUPPORT FOR A FOOD BOX PROGRAM THROUGH FO(U)R ROOTS, LLC

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

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and <u>FO(U)R ROOTS, LLC</u>, whose mailing address is 19426 N Yale Road, Colbert, Washington 99005, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is <u>Lisette Alent, Owner/Operator</u>. The key contact for the CITY is Chelsea Nesbit, the CITY'S CDBG Grant Administrator.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant for CDBG COVID-19 (CDBG-CV) funds under the CARES Act. The funds will be distributed through the City's existing Community Development Block Grant Program, identified as Grant No. B-20-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant, the CITY is awarding Thirty-Four Thousand Eight Hundred Forty and 00/100 dollars (\$ 34,840.00) to the Subrecipient for their COVID Related Food Box Program as a result of COVID-19. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The Subrecipient certifies that the activity/activities carried out under this Agreement will meet the National Objective to serve low-to-moderate income clientele by providing food boxes to residents who have been directly affected by COVID-19.

- 2 <u>Effective Date and Time of Performance.</u> This Agreement shall take effect upon execution of this Agreement. The Agreement shall end on <u>December 31, 2022</u>. 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 Thirty-Four Thousand Eight Hundred Forty and 00/100 dollars (\$ 34,840.00), referred to herein as the "grant funds." In the event activity costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient is responsible for providing the management resources, staff, and office supplies needed for the project.
- 4. <u>Budget.</u> The Budget, as set forth in Attachment B attached hereto, shall be adhered to unless otherwise amended in writing, signed by both the Subrecipient and the CITY. Subrecipient will immediately repay to the CITY any amount of the grant funds that the CITY determines has been

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expended in a manner inconsistent with the CDBG Budget-Use of Funds.

- 5. <u>Program Income.</u> The Subrecipient shall report all program income (as defined in 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. Program income is treated the same as the grant funds and is therefore subject to this Agreement and all the applicable federal regulations. The Subrecipient is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.
- 6. <u>Payments.</u> 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. Payment will be made to Fo(u)r Roots, LLC upon execution of this agreement in two installments. The first installment will be made upon execution of this agreement, while the second installment will be disbursed after the first installment reporting and progress reporting is completed and approved.

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

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

- 7. <u>Insurance.</u> The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, comprehensive general liability insurance, and automobile insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of Five hundred thousand and no/100 dollars (\$500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.
- 8. Grant Program Requirements. This Agreement and the project are governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383, and the implementing regulations at 24 CFR Part 570. The Subrecipient shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. The Subrecipient shall comply with all state, local, and federal laws and regulations that pertain to the program and the CDBG grant program and funds, including the CARE Act and use of CDBG-CV funds.

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- 9. <u>Environmental</u>. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *No additional environmental requirements*.
- 10. Real Property Acquisition, Relocation, and Disposal. The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable CITY ordinances, resolutions, and policies concerning the displacement of persons from their residence.
- 11. <u>Procurement Standards and Methods.</u> 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. <u>Termination of Agreement.</u> The CITY may at any time terminate this Agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up to the date of the termination. If the CITY terminates this Agreement for cause, the CITY will not make any payments for work completed in violation of this Agreement. If for any reason the Agreement is terminated, the Subrecipient agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to the Subrecipient or the Subrecipient's clients for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.
- 13. Financial and Progress Reports. The Subrecipient shall submit financial reports and receipts that detail costs incurred by line item as described in the project budget, Attachment B. The Subrecipient agrees to submit program performance reports in the form, content, and frequency as required by the CITY, and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD or otherwise. A detailed written final report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CITY'S Grant Administrator at the conclusion of the program, Attachments A, D, and E.

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

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

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

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

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

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

- 16. Amendments to this Grant Agreement. The Subrecipient understands and agrees that no change shall be made to the nature or purpose of the project and this Agreement, and that no changes shall be made in the budget (Attachment B), the Scope of Work (Attachment A), or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations, or law.
- 17. <u>Subcontracts</u>. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the CITY prior to the execution of such subcontract. These subcontracts shall contain, and be subject to, all the requirements of this Agreement. In addition, prior to execution of any amendments to subcontracts, written consent by the CITY is required. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.
- 18. <u>Audit and Monitoring.</u> 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

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accountant during the regular annual audit cycle. The Subrecipient shall provide annual audits through the last fiscal year grant funds are expended.

- 19. <u>Retention.</u> The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- 20. <u>Recognition</u>. 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. <u>Severability</u>. 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. <u>Hold Harmless.</u> The Subrecipient shall hold harmless, defend, and indemnify the CITY and its representatives from any and all claims, actions, suits, charges, and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect, or misconduct of the Subrecipient that may arise out of or which is in any way related to this Agreement.
- 23. <u>Independent Contractor</u>. The parties acknowledge and agree that no employer-employee relationship is established between the Subrecipient and the CITY by the terms of this Agreement or any act, statement, or representation by either. It is understood by the parties hereto that the Subrecipient is an independent contractor and shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees, insurance, worker's compensation coverage, and unemployment insurance, and shall prepare and be responsible for FICA and tax filings.
- 24. <u>Closeout.</u> 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. <u>Labor Standards</u>. 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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- 26. <u>Copyrights.</u> If this Agreement results in any copyrightable materials or inventions, the CITY reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.
- 27. Religious and Lobbying Activities. The Subrecipient certifies that no federal funds have been paid or will be paid to any person for the purpose of influencing any official, employee of any agency, or Member of Congress in the connection with the awarding of any federal contract or agreement. If other funds have been or will be so used, the Subrecipient certifies it has followed the proper procedures and submitted the Disclosure Form to Report Lobbying.

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

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

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

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IN WITNESS WHEREOF, the Mayor and	d City Clerk of the City of Coeur d'Alene have executed
•	the Subrecipient has caused this Agreement to be
executed this	
day of20	
Dated:	Dated:
By:	Ву:
Steve Widmyer, Mayor	Lisette Alent, Executor
City of Coeur d'Alene, Idaho	Fo(u)r Roots, LLC.
ATTEST:	
By:	
Renata McLeod	
Its: City Clerk	

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CITY of Coeur d'Alene Sub-Grant Agreement

#### Attachment A

# Grant Agreement between CITY of Coeur d'Alene and FO(U)R ROOTS, LLC

#### **Scope of Services**

Each food box contains at least 20 pounds of local and fresh fruits, vegetables, grains, protein, dairy, and eggs from Inland Northwest producers. Boxes are meant to provide basic food needs for a family of 4 for one week, including recipes. Each box costs \$60 (retail value \$100). This grant could provide **580** boxes and would be distributed within the City of CDA between December 20, 2021 and February 21, 2022. The "combination" food boxes will be distributed via three trunk-to-trunk events: (Event #1) 180 boxes the week before Christmas, currently scheduled for Wednesday, December 23rd; (Event #2) 200 boxes for the week before Martin Luther King Jr. Day; (Event #3) 200 boxes for the week before President's Day.

580 boxes @ \$60 per box would equal \$34,800

#### **Benefits**

According to statistics from Feeding America — The Idaho Food Bank (2021) 19.28% of children in the region, or **1 in 5 children** experience food insecurity in North Idaho.

Fo(u)r Roots provides fast and direct basic aid to those negatively impacted by COVID-19 and prevents and mitigates the transmission of COVID-19 by safety distributing food in a trunk-to-trunk format

CITY of Coeur d'Alene Sub-Grant Agreement

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#### Attachment B

#### **Project Budget**

# Grant Agreement between CITY of Coeur d'Alene and FO(U)R ROOTS, LLC

<b>Budget Item</b>	<b>CDBG Funds</b>	Other Funding	<b>Total Project Costs</b>
COVID Related Food Box Program	\$34,840	\$	\$34,840
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Total	\$	\$	\$

<u>FO(U)R ROOTS</u>, <u>LLC</u> 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

#### **Reporting Requirements**

The Subrecipient shall provide:

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

CITY of Coeur d'Alene Sub-Grant Agreement

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## Attachment D

# **Final Report**

During the CITY'S CDBG funded timeline of program:

1)	A) Number of Coeur d'Alene City families served in the CDBG supported monthly period:
	B) Number of Coeur d'Alene City families served with increased access during the CDBG supported period:
2)	Average age of Coeur d'Alene City families served:
3)	Racial demographics of Coeur d'Alene City families served:
4)	Brief rationale of why >51% of Coeur d'Alene City's families receiving program support through the <u>COVID Related Support Program</u> is considered to be of low-to-moderate income (LMI):
5)	Brief description of the <u>COVID Related Program</u> and its beneficiaries:
6)	Brief description of program status at the time of the CITY'S CDBG funding:
7)	Official Reporting:
	A) Duns #:
	B) EIN#:
	C) Is this a woman ownedbusiness (Y/N)?
	D) Is this a minority owned business (Y/N):

CITY of Coeur d'Alene Sub-Grant Agreement

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# Attachment E **Demographic & LMI Income Reporting Requirements**

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

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

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## AMENDMENT 1 TO THE AGREEMENT FOR CDBG GRANT FUNDS FOR CDAIDE.

WHEREAS, the City of Coeur d'Alene and CDAIDE, an Idaho non-profit corporation, entered into an Agreement for CDBG-CV Grant Funds concerning a Community Opportunity Grant on October 27, 2020, for the purpose of rendering public service grant award related funds received under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development (HUD) for housing and community development needs (hereinafter the "Agreement"); and

WHEREAS, the City of Coeur d'Alene desires to increase the funding in the amount of \$35,000 and to extend the date of the contract expiration to December 31, 2022.

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

#### 1. **Section 2 EFFECTIVE DATE AND TIME OF PERFORMANCE:**

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Amendment to be executed by the Mayor, and CDAIDE. has caused the same to be executed.

DATED this 22nd day of November, 2021.

CITY OF COEUR D'ALENE	CDAIDE
By	By_
Steve Widmyer, Mayor	Rebecca Smith, Board Chair
City of Coeur d'Alene	CDAIDE





# Kootenai County Elections

Jim Brannon · Clerk

1808 N 3<sup>rd</sup> St · P.O. Box 9000 · Coeur d'Alene, ID 83816-9000 Phone (208)446-1030 · Fax (208)446-2184 http://www.kcgov.us/elections · Email kcelections@kcgov.us

STATE OF IDAHO
COUNTY OF Kootenai

ss.

I, Jim Brannon, Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the Candidates therein named as they appeared on the election ballot for the Consolidated Election on November 2, 2021 for the City of Coeur d'Alene as shown by the record of the Board of Canvassers filed in my office this 9th day of November, 2021.

Clerk



# Kootenai County November 2, 2021 Consolidated Election

	Candidates										
	City of Coeur d'Alene										
		Mayor		Council Member Seat 2			Council Member Seat 4			Council Member Seat 6	
Precinct	Joe Alfieri	Jim Hammond	Michael Lentz	Morgan Dixon	Amy Evans	Roger Garlock	JD Claridge	Grayson L. Cross	Woody McEvers	Kiki Miller	Elaine Price
37	240	143	21	10	138	253	241	19	137	145	257
38	267	272	25	27	258	275	243	22	295	257	298
39	533	454	54	33	447	552	525	56	442	446	582
40	365	290	43	25	298	369	349	42	294	291	402
42	233	258	31	20	234	252	219	31	262	255	262
43	291	244	20	15	242	299	286	35	231	243	307
44	265	389	25	19	354	300	270	35	361	367	306
45	229	248	29	26	234	242	218	35	245	232	271
46	301	257	36	22	256	310	276	33	278	257	331
47	361	411	34	40	389	375	348	35	413	400	396
48	117	119	21	11	116	128	118	20	114	110	145
49	177	165	33	21	168	185	169	25	181	163	213
50	152	186	16	20	180	153	127	32	189	185	167
51	177	212	34	26	201	193	165	28	225	206	209
52	143	137	28	23	123	159	138	20	146	140	165
53	178	158	24	26	155	173	169	25	160	170	187
54	138	249	12	17	252	127	116	18	258	251	144
55	116	219	18	14	218	116	106	15	227	223	124
56	101	208	22	8	216	101	90	11	225	219	111
57	114	153	16	14	142	122	101	23	152	155	127
58	148	365	16	10	358	159	142	11	364	360	163
59	90	166	17	11	160	100	96	8	165	163	108
60	94	165	7	7	164	93	90	10	164	168	98
61	53	52	4	2	55	50	50	5	50	51	55
62	92	107	7	11	101	92	91	13	99	113	93
Total	4,975	5,627	593	458	5,459	5,178	4,743	607	5,677	5,570	5,521

## CITY COUNCIL STAFF REPORT

DATE: DECEMBER 7, 2021

FROM: VONNIE JENSEN, COMPTROLLER

**SUBJECT:** AMERICAN RECOVERY PLAN ACT FUNDING (ARPA)

#### **DECISION POINT:**

To approve the first round of staff recommended projects and capital purchases using ARPA funding to allow staff to begin planning, construction and purchasing.

#### **HISTORY:**

The City of Coeur d'Alene received \$4,329,664.50 on May 19, 2021 from the US Treasury under the American Rescue Plan Act (ARPA) and is scheduled to receive the same amount again in May of 2022. These funds can be used on eligible projects and purchases made within the period of March 3, 2021 to December 31, 2024. Recipients of ARPA funding may use the funds for the following purposes:

- Replace lost public sector revenue
- Invest in water, sewer, and broadband infrastructure
- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Provide Premium pay for essential workers

The City's lost public sector revenue amounts to \$5,112,874. Recipients have broad latitude to use lost public sector revenue funding to support any government services. All City Departments were asked to propose projects to be funded by ARPA which either were not funded in the budget or whose funding in the budget reduced or eliminated funding for other needed projects. A committee with broad representation from throughout the City met to discuss the proposed projects, funding alternatives, ARPA guidelines, and priorities. A short list to present to Council was unanimously agreed upon, with the expectation that further projects would be proposed at a later date. The committee members agreed that the projects on the short list met ARPA guidelines and represented high priority items.

#### FINANCIAL ANALYSIS:

All requested projects and purchases would be paid for with ARPA funding from the US Treasury.

## **DECISION POINT:**

Council should approve the first round of staff recommended projects and capital purchases using ARPA funding to allow staff to begin planning, construction and purchasing.

## City of Coeur d'Alene ARPA Fund Requests

12/7/2021		Requested		Interim Report		Asking for Approval
Dept.	Description		Amount	Α	mount	of 1st Round
Building Dept	Inspection Vehicle	\$	25,522			
Building Maint.	HVAC Upgrades - Streets & Engineering		47,000			
Building Maint.	Generator Replacement - Police Department		55,000			
Building Maint.	Fleet Truck Lift Gate		6,000			
Building Maint.	Interior Lighting Improvements - Streets & Engineering		30,000			
Building Maint.	Gate Operators Replacement - Police Department		27,500			
Building Maint.	North & South Gate Automation - Streets & Engineering		5,000			
Building Maint.	Vehicle Access Gate Improvements - Streets & Engineering		9,000			
Building Maint.	CDA Museum Roof Replacement		47,474			
Building Maint.	Boiler Piping Correction - Police Department		12,000			
Building Maint.	Vehicle gate hinges replacement - Police Dept & Fire Station 2		2,155			
Building Maint.	Vehicle Replacement for Building Maintenance		30,000			
Finance	Grant Administration Expense - 3/3/2021 to 9/30/2024		91,000	\$	8,018	\$ 91,000
Fire	EMS Officer position - 3/3/2021 to 9/30/2024		581,000		65,896	581,000
Fire	Opticoms at 31 intersections & 64 vehicle transmitters		620,460			620,460
Fire	PPE Supplies etc for COVID-19 response		50,000		378	50,000
Fire	Flooring		45,000			45,000
Legal	Integrated Case Management System		73,675			73,675
Municipal Services - IT	Fiber connectivity to the Atlas Waterfront Park		86,109			
Municipal Services - IT	Network Upgrade Project		379,732		47,344	379,732
Municipal Services - IT	Wireless AP Replacement Project		35,937			35,937
Municipal Services - IT	Parkside Tower Wireless Project		19,830			19,830
Library	Water Bottle Filling Station		5,000			
Library	HVAC System including UV		177,000			
Library	Building Access Control		16,000			
Parks	Pickup Truck		30,000			
Parks	Tractor with Loader		60,000			
Parks	Turf Sweeper		46,000			
Parks	Turf Vehicle		28,995			
Parks	Mower		15,977			
Police	Police Station Expansion		4,500,000			4,500,000
Police	Supplies		50,000		7,675	50,000
Recreation	Field Dresser - John Deere Bunker Rake		19,337		19,337	19,337
Streets	message boards - 4		70,552			70,552
Streets	Western Star Dump Truck with plow and snowgate		226,551			226,551
Wastewater	Operational Technology Upgrade, SCADA & PLC		600,000			
Water	Security system at 22 well sites		145,000			
Water	SCADA system reliability improvements		35,000			
Water	Server Upgrades		78,500.00			
		\$ 8,	383,306.00	\$ 14	48,648.78	\$ 6,763,074



# **American Recovery Plan Act (ARPA)**

The City was allocated a total of \$8,659,329 under ARPA

\$4,439,664 was received 5/19/2021 \$4,439,664 to be received in May 2021

Grant period: 3/3/2021 to 12/31/2024



# **Allowed Use of Funds**

- Replace lost public sector revenue
- Invest in water, sewer, and broadband infrastructure
- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Provide Premium pay for essential workers



# Interim Report was Due August 31, 2021 for Period March 3, 2021 to July 31, 2021

The City reported \$148,649 in ongoing COVID related expenses

The City also reported \$5,112,874 in lost revenue using the approved US Treasury formula



# **Expenses Reported in Interim Report**

Grant Administrative Expenses - \$8,018
EMS Officer Position - \$65,896
IT – Communications - \$47,344
PPE Supplies - \$8,054
Revenue Replacement Use - \$19,337



# **Items Requested in 1st Round**

Police Station Expansion - \$4,500,000

Opticoms - 31 Intersections 64 Vehicles - \$620,460

EMS Officer Position 3/3/2021 - 09/30/2024 - \$581,000

Network Upgrade Project - \$379,732

Western Star Dump Truck w/ Plow & Snow Gate - \$226,551

PPE Supplies - \$100,000

Grant Administration 3/3/2021 - 09/30/2024 - \$91,000



# Items Requested in 1st Round - Continued

Integrated Case Management System - \$73,675

Message Boards - \$70,552

Fire Station Flooring - \$45,000

Wireless AP Replacement - \$35,937

Parkside Tower Wireless Project - \$19,830

Field Dresser – Bunker Rake - \$19,337

Total Requested: \$6,763,074



Coeur d'Alene

# Items to be Considered at a Later Date

Building Dept Inspection Vehicle - \$25,552

Streets Dept HVAC Upgrades - \$47,000

Police Dept – Generator Replacement - \$55,000

Fleet Truck Lift Gate - \$6,000

Streets Dept – Interior Lighting Improvements - \$30,000

Police Dept – Gate Operators Replacement - \$27,500

Streets Dept – Gate Automation - \$5,000

# Items to be Considered at a Later Date (Continued)

Streets Dept – Vehicle Access Gate Improvements - \$9,000

Museum Roof Replacement - \$47,474

Police Dept Boiler Piping Correction - \$12,000

Police & Fire Station 2 Vehicle Gate Hinge - \$2,155

Bldg Maintenance Vehicle Replacement - \$30,000

Fiber Connectivity to Atlas Waterfront - \$86,109



# Items to be Considered at a Later Date (Continued)

Library Water Bottle Filling Station - \$5,000
Library HVAC including UV - \$177,000
Library Building Access Control - \$16,000
Parks Pickup Truck - \$30,000



# Items to be Considered at a Later Date (Continued)

Parks Tractor with Loader - \$60,000

Parks Turf Sweeper - \$46,000

Parks Turf Vehicle - \$28,995

Parks - Mower - \$15,977



# Items to be Considered at a Later Date (Concluded)

Wastewater Operational Technology Upgrade, SCADA, PLC - \$600,000

Water Security System at 22 Well Sites - \$145,000 Water SCADA System reliability improv - \$35,000 Water Server Upgrades - \$78,500



Staff recommends that the City Council accept
Appropriated Federal Funds under the American
Rescue Plan Act and authorize the 1<sup>st</sup> round of
projects and purchases.



# **QUESTIONS?**

