



Coeur d'Alene CITY COUNCIL MEETING

August 20, 2024

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

Council Members McEvers, English, Evans, Gookin, Miller, Wood

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room, 702 Front Avenue, at 6:00 P.M.
AGENDA

VISION STATEMENT

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

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

August 20, 2024

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Chase Fluhart with Trinity 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. [Action Item.](#)

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 for those items listed on the agenda.)

F. ANNOUNCEMENTS

1. City Council

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

2. Mayor

a. Appointment of Kevin Jester to the ignitecda Board.

b. Nomination for the appointment of Councilmember Seat #4 effective September 1, 2024, pursuant to Idaho Code § 50-608.

G. 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 August 6, 2024 Council Meeting.
2. Approval of Bills as Submitted
3. Approval of Financial Report
4. Approval of a Cemetery lot repurchase from Scott Cranston, Lots 9 and 10, Block Wall A, Section FOR, in Forest Cemetery. \$700.00)
5. Setting of public hearings:
 - a. September 3, 2024: 0-2-24- City of Coeur d'Alene is requesting the creation of a new zoning district called the University District and rezoning specified properties, in and near the North Idaho College Campus
 - b. September 17, 2024: ZC-3-22: River's Edge Apartments, LLC is requesting a Zone Change from R-12PUD and C-17PUD To R-17PUD and approval of a Development Agreement for property located at 3404 W. Seltice Way
 - c. September 17, 2024: A-1-24; CDA Hockey Academy is requesting +/- 5.096 - acre annexation from County Commercial to C-17 for property located at 3505 W. Seltice Avenue

As recommended by the City Clerk

6. **Resolution No. 24-063** –
 - a. Acceptance of a Utility Easement for Stormwater Line from Dennis Cunningham, for property located at Tax #26053 (IN GL22) URD Lake District 1997 1150N04W
 - b. Acceptance of a Utility Easement for Sewer Line from Dennis Cunningham, for property located at Tax #26053 (IN GL22) URD Lake District 1997 1150N04W

As recommended by the City Engineer

- c. Approval of the donation of E-ONE Ladder Truck to NIC
- d. Approving the Second Addendum to the Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services in Kootenai County between Kootenai County, the Kootenai County Emergency Medical Services System (KCEMSS), and the City of Coeur d'Alene.
- e. Approval of bid of and award of a contract to Coleman Oil Company, LLC, for the 2024 City of Coeur d'Alene Fuel Services.

As recommended by the General Services/Public Works Committee

H. OTHER BUSINESS

1. **Resolution No. 24-064** - Approval of Change Order #2 to the Solids Building Improvements Project

Staff Report by: Mike Becker, Capital Programs Manager

2. Pilot project proposal for open containers for the Farmers Market.

Staff Report by: Renata McLeod, Municipal Services Director

3. **Resolution No 24-065** - Approving the setting of a public hearing for September 17, 2024 for amendments to the Year 2023-24 Financial Plan.

Presented by: Katie Ebner, Finance Director

I. PUBLIC HEARING

Please feel free to sign up in advance of the meeting to testify at <https://www.cdaid.org/signinpublic/Signinformlist> prior to 3:00 p.m. the day of the hearing.

1. (Legislative) – Approval of Community Development Block Grant (CDBG) Plan Year 2023 Substantial Amendments to the Annual Action Plan.

Staff Report by: Sherrie Badertscher, CDBG Specialist

2. **Resolution No 24-066** - Approving Grant Awards to, and Agreements with, St. Vincent De Paul and Safe Passage for funding through the 2023 Community Opportunity Grants.

Presented by: Sherrie Badertscher, CDBG Specialist

J. ADJOURNMENT

This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5, and on Facebook live through the City's Facebook page.

ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: AUGUST 9, 2024

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for the August 20, 2024, Council Meeting:

KEVIN JESTER IGNITE CDA BOARD (Appointment)

A copy of his Professional Data Sheet is attached, for your reference.

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
 Tony Berns, Ignite CDA Liaison

CONSENT CALENDAR

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

August 6, 2024

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on August 6, 2024, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

INVOCATION: Thubten Chonyi of Interfaith CDA led the Invocation.

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

AMENDMENT TO THE AGENDA: Motion by Miller, seconded by Gookin, to amend the agenda to add an Executive Session pursuant to Idaho Code § 75-206A to deliberate on a labor contract offer. This motion is based on the fact that a negotiation session between the City and Fire Union occurred this afternoon and specific proposals raised could not have been anticipated earlier so as to include an Executive Session on the agenda. An emergency is hereby declared to allow a vote on this motion based on the fact that the Union Board is scheduled to meet tomorrow on the contract proposals. **Motion carried.**

PUBLIC COMMENTS:

Denise Jeska, Coeur d'Alene, announced that the Pedestrian and Bicycle Advisory Committee will be holding a wheelchair awareness event on August 16, 2024, starting at 12:00 p.m. She explained that they will be providing participants with a wheelchair and take them around Lakeside, Front Street and Sherman Avenues to experience the obstacles that a person with a disability or on a wheelchair faces every day in getting around the area. She invited the Council to join the activity. Mr. Mike Fuller added that everyone will gather at the Plaza Shop at the end of the activity for inputs.

Marcee Hartzell, Coeur d'Alene, thanked the Council for considering TESH as one of the beneficiaries of the Community Development Block Grant (CDBG). She stated that TESH serves youth and adults ages 4 to 84 that have an intellectual disability. She explained that they rely on

funds like the CDBG to support their facility. For this year, they requested funding for three projects: irrigation cap, upgrade of IT server, and upgrade of their HVAC system.

Reuben Rodriguez, Coeur d'Alene, noted that Idaho Sunshine will be holding a free healthcare clinic to the underserved on September 19-20, 2024, at the Kootenai County Fairgrounds. He shared that services include medical, dental, vision, hearing, therapies, and other services. He invited the Mayor and Council to attend and tour the event.

Mike Gridley, Coeur d'Alene, thanked the Council for doing an excellent job and render his support on the high watermark budget. He cited that aside from the police, the legal department is also an integral part of law enforcement. Lastly, he invited the Council to support the North Idaho Centennial Trail fundraiser event, Ales for the Trail 2024, on August 17 happening at the city park. He added that this event is in collaboration with the Parks Department.

ANNOUNCEMENTS:

Councilmember Miller thanked the Planning Department for the parking on Sherman event and its use of a grant. She stated that Sherman has a brand-new face with new businesses showing up, food courts, and some derelict gas stations are turning into bistros and coffee shops.

Councilmember English shared information regarding a bulletin from the Governor's office about the issuance of an executive order providing eight weeks of paid family leave for foster parents. He stated that the Human Resources and Legal Department look into it.

Mayor Hammond commended the Streets Department for doing a great job with a new level of street asphalt at Sherman Avenue. He stated that the street project was undertaken in record time with minimal interference.

CONSENT CALENDAR:

1. Approval of Council Minutes for the July 16, 2024, July 22, 2024, and July 31, 2024, Council Meetings.
2. Setting of General Services/Public Works meeting for August 12, 2024.
3. Setting of a public hearing for August 20, 2024, to hear public comment regarding the Community Development Block Grant (CDBG) Plan Year 2023 Annual Action Plan Amendments.
4. Approval of a Cemetery Lot transfer from Lary and Jan Field to Daniel Lewis; Section OP, Block 1, Lot 169, Forest Cemetery (\$40.00)
5. Approval of a Cemetery Lot repurchase from Kelli Griffiths; Lot 45, Block 1, Section OP, Forest Cemetery (\$1,000.00)
6. Approval of SS-18-11, Silver Park 3rd Additional Final Plat
7. Approval of Bills as Submitted.
8. **Resolution No. 24-056**
 - a. Authorizing Staff to Enter into Agreements with artists for the ArtCurrents program to be displayed for one year with an optional one-year extension.

- b. Acceptance of a Utility Easement for Sewer Service from Goodwill Industries of the Inland Northwest; property located between 4th and 5th Streets and Spokane and Harrison Avenues.
- c. Acceptance of a Utility Easement for Water Tank Access from Debra Hedberg; property located at 3115 Thomas Lane.
- d. Acceptance of a Utility Easement for Water Line from Nils Rosdahl; property located at 3362 E. Thomas Lane.

MOTION: Motion McEvers, seconded by Evans to approve the Consent Calendar as presented, including **Resolution No. 24-056**.

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

RESOLUTION NO. 24-057

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE PARKS DEPARTMENT TO ISSUE A REQUEST FOR PROPOSALS FROM VENDORS FOR PASSIVE WATER SPORTS RENTALS ON CITY PROPERTY AT A NEW LOCATION IN ATLAS PARK.

STAFF REPORT: Parks and Recreation Director Bill Greenwood explained that the Atlas Park has some food vendors already, but he thought that it will be a great opportunity to set up a passive water sports rental as he observed that there are people carrying boards and kayaks in the area. He asked the Council to consider creating this new spot which will be in place for the 2025 season.

DISCUSSION: Councilmember Miller stated that it will be a difficult place to start putting a commercial launch activity. She added that it's in a current and already congested. Councilmember McEvers inquired if this will happen this year with Mr. Greenwood explaining that it will go out for proposals during fall or winter, be brought back to Council for approval, and then be in place for next summer season. Councilmember Wood shared that this proposal went through the Parks and Recreation Commission, and they are very much in support to bring this to Council for approval. Considering the press article about the misuse of the ADA ramp, Councilmember English said that it would be good to have a partnership with a vendor to keep an eye on people and educate them. Councilmember Gookin asked about the profit the City can make out of this with Mr. Greenwood replying that since it is a short season and not much space, the minimum bid would be about \$3,000.00.

MOTION: Motion by Gookin, seconded by Wood to approve **Resolution No. 24-057** – Approving a new vendor location at Atlas Park for passive water sports rentals.

DISCUSSION: Councilmember Miller stated that while she supports the Parks and Recreation Commission discussion and decision, she personally think that the City has typically under leased valuable lakefront property in Coeur d'Alene. She added that the proposed spot is far from the

ADA ramp, there's current and waves, and there are a lot that could possibly go wrong, hence she is not in support of this proposal.

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

RESOLUTION NO. 24-058

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A NAMING AGREEMENT WITH PARKER SUBARU FOR NAMING RIGHTS FOR THE CHERRY HILL PARK PICKLEBALL COURTS FOR A TERM OF TEN (10 YEARS).

STAFF REPORT: Parks and Recreation Director Bill Greenwood noted that the MOU with the Inland Northwest Pickleball Association was modified to covert some tennis courts into pickleball courts. He stated that the Parks and Recreation Commission is recommending that the City enter into an Agreement for a 10-year term with Parker Subaru for the naming rights at the Cherry Hill Park Pickleball Courts. He mentioned that Parker Subaru donated \$85,000 for the construction of the new pickleball courts at Cherry Hill Park in exchange for naming rights. Mr. Greenwood presented the sign concept which reads "Parker Subaru Pickleball Courts."

DISCUSSION: Councilmember Evans asked if its Parker Automative Group with Mr. Greenwood explaining that they asked specifically for Parker Subaru and the sign was vetted through their organization. He added that the sign includes the association's logo and the City logo as well. Councilmember Gookin inquired if the sign went through the sign board and Mr. Greenwood responded in the affirmative.

MOTION: Motion by Wood, seconded by English to approve **Resolution No. 24-058** – Approving a Contribution Agreement, for a 10-year term, for naming rights at the Cherry Hill Pickleball Courts.

DISCUSSION: Councilmember Wood stated that the Parks and Recreation is in full support of the naming agreement. Councilmember McEvers inquired about what will happen after the 10-years term is finished with Mr. Greenwood explaining that they could either pay again or remove the sign. Councilmember English asked if they will be paying the same amount to renew with Mr. Greenwood responding that it will be based on the term. Councilmember Evans thanked Parker Subaru for the generous donation.

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

RESOLUTION NO. 24-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A DONATION AGREEMENT WITH KOOTENAI COUNTY FOR THE SANISAILOR MARINE PUMPOUT STATION AT THE CITY'S MOORING DOCKS.

STAFF REPORT: Parks and Recreation Director Bill Greenwood requested for the Council's approval for a donation agreement with Kootenai County for the Sanisailor pumpout at the City's mooring docks. He explained that the County decided to retire the pumpout station that has been at the City's mooring dock since 2001. He added that it's a good service to the boating community, so it is proposed that the City assumes the responsibility and takes over the maintenance of the pumpout.

DISCUSSION: Councilmember Miller asked if the Wastewater Department has any liability issue tied in with this location with Mr. Greenwood responding that there is none and there was never an issue in the past years.

MOTION: Motion by Wood, seconded by English to approve **Resolution No. 24-059** – Approving a Donation Agreement with Kootenai County for SaniSailor pumpout at the City's mooring docks.

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

RESOLUTION NO. 24-060

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO SETTING A TIME AND PLACE FOR A PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2024-2025 AND REQUIRING NOTICE THEREOF, WHICH NOTICE SHALL INCLUDE PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, A STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES TO THE CITY FOR THE ENSUING FISCAL YEAR, LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

STAFF REPORT: Finance Director Katie Ebner requested Council to approve setting the public hearing on September 23, 2024 and the high dollar amount (\$139,438,581) in expenditures for the 2024-2025 Fiscal Year Financial Plan (Annual Appropriation). She noted that Idaho Code requires the city to set an appropriations ordinance prior to the budget hearing, and with this, the city can budget less than what is presented but not above it, hence she included the 3% property tax increase as well as the 1% of foregone. She stated that the new growth number this year is set at \$77 Million and of that, the City will receive \$180,000. Ms. Ebner clarified that the increase in levied amount does not have a correlation with the taxpayer's tax charge. She explained that income tax is how much one makes and the deductions, whereas the property tax pertains to everyone in the market

situation because the city is levying a set among that can only increase by 3% which is spread among the whole market for the city, and more taxpayers means the burden is less for everybody.

DISCUSSION: Councilmember McEvers inquired what the 3% is going to cost with Ms. Ebner responding that it would be about \$800,000 which is very similar to what would have been captured from new growth. Councilmember Gookin asked about the percentage increase for new growth in the City year over year and Mr. Tymesen stated that the assessed valuations did not jump up and is flat year over year. Mayor Hammond stated that it leaves the levy rate at the same level too. Councilmember Gookin requested Ms. Ebner to find out before the budget hearing if the State of Idaho Property Tax Relief Fund will be active this year. Councilmember Wood stated that if the City is doing the addition 1% foregone, that it should go toward public safety. Councilmember Gookin clarified that the item for this evening is to set the high dollar amount. Ms. Ebner stated that the Council will vote on the total property taxes to be certified during the budget hearing. Mayor Hammond emphasized that if the Council takes 3% or 4%, it does not correlate with the taxes going up to 3% or 4%. He added that because of the new growth, the taxes would remain stable or maybe 1% but not the full 3% or 4%, whatever the Council chooses.

MOTION: Motion by Miller, seconded by Evans to approve **Resolution No. 24-060** - setting a public hearing for September 3, 2024, and setting the high dollar amount (\$(\$139,438,581) in expenditures for the 2024-2025 Fiscal Year Financial Plan (Annual Appropriation).

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

(LEGISLATIVE PUBLIC HEARING) APPROVAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PLAN YEAR 2024 ANNUAL ACTION PLAN

STAFF REPORT: CDBG Specialist Sherrie Badertscher requested Council's approval of the City's Community Development Block Grant (CDBG) 2024 Annual Action Plan for submission to the Housing and Urban Development Agency (HUD) for review and approval. She added that the 2024 plan year starts on October 1, 2024, until September 30, 2025. She explained that since 2007, the City has been receiving a HUD grant through the CDBG program which is geared to support low-to-moderate income residents of Coeur d'Alene through specific allowable activities such as: acquisition of real property, relocation and demolition, rehabilitation of residential and non-residential structures, construction of public facilities and improvements, and public services that is maxed at a cap of 15% of the City's annual allocation from HUD. Eligible public services activities include mental health services, fair housing counseling, education programs, energy conservation, services for senior citizens, services for homeless persons, employment services, crime prevention, public safety, childcare, health services, and substance abuse services. Ms. Badertscher stated that the 15% cap of the grant for public services is \$44,462.00 for the coming year and the Council has requested in the past that the "Meals on Wheels" will receive a \$10,000 annual grant which leaves \$34,462 for public service activities. She added that 20% of the annual allocation budget goes to administrative costs. The Consolidated Plan goals for 2023-2027 include: maintain and increase housing stock, public facility and infrastructure projects, public services, homelessness assistance, and economic development. Ms. Badertscher mentioned that

they reached out to the community through a public forum, community survey, 30-day public comment period, and a public hearing. The opportunities to provide feedback were advertised through Coeur d'Alene Press notices, public education and government channel ads, City Facebook and website updates, shared community flyers, and ongoing email communications to more than 170 community stakeholders. The survey results revealed that the public facilities and infrastructure projects are the top urgent priority while public services came in second, maintain and increase affordable housing as third, followed by economic development and homelessness assistance. Ms. Badertscher noted that they also asked the community in their survey questionnaire if they are in support of increasing the Emergency Minor Repair and Accessibility Program (EMRAP) funding and they received an overwhelming response in the affirmative. For next year's funding, Ms. Badertscher stated that HUD has notified the City is to receive \$296,418 in grant funding, of which \$10,000 would go to the Lake City Center "Meals on Wheels," \$141,491 for the EMRAP program, \$85,644 for community opportunity grants, and \$59,283 for administration costs.

DISCUSSION: Councilmember McEvers asked if the survey results would affect the direction of the CDBG program with Ms. Badertscher explaining that the community involvement is to ensure that they stay on track with the CDBG Consolidated Plan five-year plan goals and to ensure the strategic plan is still relevant. She stated that last year, maintaining and increasing housing stock came first in the survey but for this year, the top priorities are public facility and infrastructure as well as public services. Councilmember English inquired if the administration fund can be used for actual programs with Ms. Badertscher responding that the \$59,283 is the maximum amount that the City can charge for general administration, but HUD allows to charge for program delivery costs, and if funds remain they could be used for programs. Councilmember McEvers requested more information about funding for housing ownership and rental with Ms. Badertscher explaining that the Consolidated Plan goal of maintaining and increasing housing stock would include support of new housing construction such as acquisition of property, clearance, and getting the land ready for building. She stated that the City is not allowed to use the CDBG funds to actually construct housing, but HUD allows the City to support other non-profits or organizations that are constructing housing as long as it is for low-to-moderate income families. She added that improvements that are allowed include lighting, safety improvements, ADA improvements, water, and sewer, downpayment assistance, and historic preservation of a residential property. The EMRAP program allows for rehabilitation of existing residential housing. Councilmember Wood stated that some people don't have the financial capacity to maintain their porch and inquired if they can be eligible for the program with Ms. Badertscher responding that they can be eligible as long as they fall under the income limits such as for a family of two, it would be \$55,000 maximum income. She added that the application is available online, but they have to physically submit it with their proof of income and home ownership. Councilmember Miller stated that the Housing Solutions Partnership is connecting with the CDBG program to plug in multiple resources to help people and make the grant funding go further. Councilmember McEvers asked if the \$296,418 funding this year is less than the previous with Ms. Badertscher stating that the funding this year is \$62,000 less than last year. She explained that the funding is not guaranteed each year, and it fluctuates depending on how much funding Congress would decide to allocate.

PUBLIC TESTIMONY: Mayor Hammond opened the public testimony portion of the meeting.

Amanda Krier, Coeur d'Alene, stated that she is the Executive Director of Safe Passage which is a free and confidential agency that works with people who have or are experiencing domestic violence, sexual assault, human trafficking, and stalking. They also cater to children who have experienced physical and sexual abuse. She explained that they requested funding assistance for their safe shelter roof repair and kitchen renovation to make their facility more accessible, bigger, and able to house as many people as possible.

With no other comments received, Mayor Hammond closed public testimony.

MOTION: Motion by Wood, seconded by English to approve the Community Development Block Grant (CDBG) Plan Year 2024 Annual Action Plan. **Motion carried.**

RESOLUTION NO. 24-061

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) EMERGENCY MINOR HOME REPAIR AND ACCESSIBILITY PROGRAM (EMRAP) GRANTS TO BE INCREASED TO A MAXIMUM OF TEN-THOUSAND DOLLARS (\$10,000) FOR ROOF REPAIRS OR REPLACEMENT.

STAFF REPORT: Mrs. Badertscher requested an increase of the CDBG Emergency Minor Home Repair and Accessibility Improvement Program (EMRAP) grant policy from \$5,000.00 to a maximum of \$10,000.00 for roof repairs or replacement. She stated if homeowners need to transition from septic or water well systems to City sewer or water or replace failing sewer laterals, they can access grants of up to \$20,000.00. She noted that there are a few applications from low-income homeowners that need roof repair or replacement, but they are unable to bridge the gap in funding between the \$5,000 grant amount and the actual cost which is close to \$10,000 to \$12,000. Ms. Badertscher stated that the survey result revealed that a majority of the community is in support of increasing the grant amount from \$5,000 to \$10,000 specifically for roof repairs or replacement.

DISCUSSION: Councilmember McEvers asked if the homeowners can choose the roof supplier with Ms. Badertscher explaining that it will go through the City procurement process requiring a minimum of three bids and awarded to the lowest bidder. Councilmember McEvers raised the possibility of beneficiaries selling their house after having the roof repaired. Ms. Badertscher stated that the City has no specific requirement that the owners have to stay in their home, but they are asked about their plans during the informal interview and are informed that the program is meant for homeowners to stay in their home. She added that it maybe something that the City would start requiring before spending money on improving homes. Councilmember Miller clarified that the EMRAP is only for residential improvements and will not overlap with grants the nonprofits request for roof repair. Ms. Badertscher stated that the nonprofits should apply for public facility funding.

MOTION: Motion by McEvers, seconded by Miller to approve **Resolution No. 24-061** – Approving an amendment to the Emergency Minor Home Repair and Accessibility Improvement

Program (EMRAP) policy to increase the grant amount from \$5,000.00 to a maximum of \$10,000.00 for roof repairs and/or replacement.

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

RESOLUTION NO. 24-062

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING GRANT AWARDS AND AUTHORIZING STAFF TO PREPARE CDBG AGREEMENTS FOR THE FOLLOWING: WITH SAFE PASSAGE FOR PROJECTS SUPPORTING PUBLIC FACILITIES IMPROVEMENTS; AND WITH TESH, INC., & UNITED WAY OF NORTH IDAHO FOR PROJECTS SUPPORTING PUBLIC SERVICES; AUTHORIZING THE EXECUTION OF A NON-COMPETITIVE GRANT AGREEMENT WITH LAKE CITY CENTER FOR "MEALS ON WHEELS;" AND AUTHORIZING THE REALLOCATION OF REMAINING GRANT FUNDS FROM TESH'S PLAN YEAR 2022 TO COMPLETE ITS PLAN YEAR 2024 PROJECT.

STAFF REPORT: CDBG Specialist Sherrie Badertscher requested Council approve funding and authorize staff to enter into Community Development Block Grant (CDBG) award agreements for Plan Year 2024 (PY24) with Safe Passage and TESH, Inc., for public facility improvements, and United Way of North Idaho and Lake City Center for public service activities. She added that Council is also requested to approve reallocation of TESH's PY22 remaining grant funds which is needed to complete their PY24 project. She explained that the four agreements for funding fall under the public facility and infrastructure projects, and public services which are part of the CDBG Consolidated Plan goals for 2023-2027. Ms. Badertscher mentioned that the community survey results ranked public facilities and infrastructure projects as the highest priority followed by public services. She added that the community is also in support of keeping the funding for the annual Community Opportunity Grant. She stated that the Volunteer Ad Hoc Grant Review Committee recommends allocation of funding for the following: Safe Passage in the amount of \$21,728.00 from PY24 funds, for public facility improvements to replace the roof and remodel the kitchen at their confidential Safe Shelter for survivors of domestic violence with an additional recommendation of \$76,848.00 from the PY23 funding which will be brought forward at the next Council meeting via a separate agreement; TESH, Inc., in the amount of \$29,454.00 from PY24 funds, for public facility improvements which includes the replacement of the HVAC A/C unit, IT server upgrades, and to separate the irrigation water service from the domestic service as well as reallocating the \$14,934.00 of unused award funds from TESH PY22 grant award which will fund the PY24 request in full; United Way of North Idaho in the amount of \$34,462.00 from PY24 funds, for their childcare scholarship program which supports the community's ALICE (Asset Limited, Income Constrained, Employed) population; and Lake City Center in the amount of \$10,000 for the "Meals on Wheels" program. Ms. Badertscher emphasized that the agreements will be executed only when the City receives notification of funding availability from HUD.

MOTION: Motion by Wood, seconded by Evans to approve **Resolution No. 24-062** – Approving of Funding and Authorizing Staff to Enter into Grant Award Agreements with Safe Passage, TESH,

Inc., United Way of North Idaho, and Lake City Senior Center, and Reallocate TESH's PY22 Previously Awarded Remaining Grant Funds Needed to Complete Their PY24 Project.

DISCUSSION: Councilmember Wood stated the grant funding will definitely make a huge difference especially for the beneficiaries of United Way of North Idaho where young working parents are unable to afford childcare. Councilmember McEvers inquired if an organization benefitted multiple times in a row with Ms. Badertscher explaining that Safe Passage's last grant award was in 2019, and TESH was awarded in 2022. She stated that the funds are limited, and the Ad Hoc Grant Review Committee has to go through all requests and rate them in terms of priorities, urgency and other funding that may be available. For Safe Passage, \$21,728.00 is requested from PY24 funds and \$76,848.00 from the PY23 funding in order to pay for the entire grant request. She added that TESH has skipped a year and did not receive any funds from PY23, but they have funds from PY22 and requested funds from PY24. United Way of North Idaho received some of the special covid funding in 2022. Councilmember McEvers stated that he cannot recall a request for home acquisition assistance. Ms. Badertscher stated that there were no proposals received of this nature and this is one of the challenges in the program that while it provides for downpayment assistance to home buyers, there are no organizations coming to the table to manage that. Councilmember Gookin asked Ms. Marcee Hartzell of TESH, Inc. about the article that came out in the paper and Ms. Hartzell stated that technically, TESH never shut down but paused services in certain areas for a period of time. She explained that they now have a full staff, which includes 22 employees hired in the last eight months. Councilmember Gookin inquired how many clients they were serving with Ms. Hartzell responding that they have multiple programs such as the adult day therapy program currently serving 25 clients full-time; the community services have 10 clients; vocational services serve 8 clients; and about 30 clients for job coaching. She added that she is now on her third year at TESH and has implemented a lot of changes. She mentioned that there were some staff who left and decided to open their own agency which she says is a good thing because there is a huge need to help individuals that have intellectual disability in Kootenai County. Councilmember Gookin appreciated that TESH is back on track with a solid program and stated that he is happy to support it.

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

EXECUTIVE SESSION: MOTION: Motion by Miller, seconded by Gookin to enter into Executive Session pursuant to Idaho Code § 74-206A(1)(a) to consider a labor contract offer or to formulate a counteroffer.

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

The Council entered into Executive Session at 7:38 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney.

Council exited Executive Session at 7:55 p.m. Matters discussed included consideration of a labor contract offer and counteroffer.

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

The meeting adjourned at 7:55 p.m.

James Hammond, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

Draft

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2024

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 7/31/2024 | PERCENT EXPENDED |
|-----------------------|------------------------|-------------------|-------------------------|---------------------|
| Mayor/Council | Personnel Services | \$266,305 | \$214,857 | 81% |
| | Services/Supplies | 10,128 | 8,836 | 87% |
| Administration | Personnel Services | 241,168 | 198,352 | 82% |
| | Services/Supplies | 2,590 | 1,023 | 39% |
| Finance | Personnel Services | 847,769 | 749,542 | 88% |
| | Services/Supplies | 713,940 | 700,138 | 98% |
| Municipal Services | Personnel Services | 1,528,562 | 1,146,046 | 75% |
| | Services/Supplies | 1,048,123 | 1,122,631 | 107% |
| | Capital Outlay | 18,000 | 10,668 | 59% |
| Human Resources | Personnel Services | 362,646 | 299,477 | 83% |
| | Services/Supplies | 136,559 | 68,117 | 50% |
| Legal | Personnel Services | 1,317,913 | 1,107,516 | 84% |
| | Services/Supplies | 63,000 | 110,977 | 176% |
| Planning | Personnel Services | 755,763 | 628,567 | 83% |
| | Services/Supplies | 54,050 | 47,586 | 88% |
| | Capital Outlay | | | |
| Building Maintenance | Personnel Services | 355,212 | 300,434 | 85% |
| | Services/Supplies | 315,600 | 370,894 | 118% |
| | Capital Outlay | 31,000 | 55,287 | 178% |
| Police | Personnel Services | 17,977,696 | 14,170,676 | 79% |
| | Services/Supplies | 1,932,595 | 1,590,462 | 82% |
| | Capital Outlay | 1,929,000 | 1,347,726 | 70% |
| Fire | Personnel Services | 12,637,563 | 10,649,122 | 84% |
| | Services/Supplies | 949,774 | 638,417 | 67% |
| | Capital Outlay | | | |
| General Government | Services/Supplies | 2,019,067 | 665,710 | 33% |
| | Capital Outlay | | | |
| Police Grants | Personnel Services | 91,364 | 101,792 | 111% |
| | Services/Supplies | | 3,129 | |
| | Capital Outlay | | 48,277 | |
| CdA Drug Task Force | Services/Supplies | | 3,550 | |
| | Capital Outlay | | | |
| Streets | Personnel Services | 3,525,902 | 2,973,650 | 84% |
| | Services/Supplies | 2,965,163 | 1,643,078 | 55% |
| | Capital Outlay | 750,000 | 2,109,273 | 281% |
| Parks | Personnel Services | 2,154,256 | 1,638,611 | 76% |
| | Services/Supplies | 751,710 | 538,445 | 72% |
| | Capital Outlay | 107,026 | 94,790 | 89% |

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TEN MONTHS ENDED
 July 31, 2024

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 7/31/2024 | PERCENT EXPENDED |
|----------------------------|------------------------|-------------------|-------------------------|---------------------|
| Recreation | Personnel Services | 669,375 | 547,289 | 82% |
| | Services/Supplies | 159,950 | 118,457 | 74% |
| | Capital Outlay | | | |
| Building Inspection | Personnel Services | 1,102,433 | 836,828 | 76% |
| | Services/Supplies | 44,309 | 23,383 | 53% |
| | Capital Outlay | | | |
| Total General Fund | | <u>57,835,511</u> | <u>46,883,612</u> | <u>81%</u> |
| Library | Personnel Services | 1,648,968 | 1,328,445 | 81% |
| | Services/Supplies | 220,000 | 176,376 | 80% |
| | Capital Outlay | 190,000 | 136,186 | 72% |
| CDBG | Personnel Services | 87,021 | 58,024 | 67% |
| | Services/Supplies | 302,942 | 51,702 | 17% |
| Cemetery | Personnel Services | 226,159 | 187,415 | 83% |
| | Services/Supplies | 139,150 | 82,733 | 59% |
| | Capital Outlay | | | |
| Impact Fees | Services/Supplies | 63,000 | 164,483 | 261% |
| Annexation Fees | Services/Supplies | 520,000 | 520,000 | 100% |
| Parks Capital Improvements | Capital Outlay | 710,060 | 584,428 | 82% |
| Cemetery Perpetual Care | Services/Supplies | 4,500 | 3,838 | 85% |
| Jewett House | Services/Supplies | 28,615 | 191,075 | 668% |
| Reforestation | Services/Supplies | 6,500 | | |
| Street Trees | Services/Supplies | 112,000 | 29,413 | 26% |
| Community Canopy | Services/Supplies | 1,500 | | |
| Public Art Fund | Services/Supplies | 239,500 | 36,844 | 15% |
| | | <u>4,499,915</u> | <u>3,550,961</u> | <u>79%</u> |
| Debt Service Fund | | <u>876,307</u> | <u>17,436</u> | <u>2%</u> |

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2024

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 7/31/2024 | PERCENT EXPENDED |
|---------------------------------------|------------------------|----------------------|-------------------------|---------------------|
| Atlas - Kathleen to Newbrook | Capital Outlay | 1,010,734 | | |
| Traffic Calming | Capital Outlay | 40,000 | 20,975 | 52% |
| Public Transit Sidewalk Accessibility | Capital Outlay | 204,999 | 319,766 | 156% |
| Ramsey Road Rehabilitation | Capital Outlay | | | |
| 15th Street | Capital Outlay | 2,300,000 | 432,693 | 19% |
| LHTAC Pedestrian Safety | Capital Outlay | 873,245 | | |
| Atlas Waterfront Project | Capital Outlay | | | |
| Wilbur / Ramsey Project | Capital Outlay | 169,595 | 5,000 | 3% |
| Government Way | Capital Outlay | | 298,700 | |
| LaCrosse Ave. Improvements | Capital Outlay | | 79,724 | |
| | | <u>4,598,573</u> | <u>1,156,858</u> | <u>25%</u> |
| Street Lights | Services/Supplies | 760,200 | 579,876 | 76% |
| Water | Personnel Services | 3,005,767 | 2,209,120 | 73% |
| | Services/Supplies | 5,748,776 | 1,720,664 | 30% |
| | Capital Outlay | 5,717,240 | 1,742,962 | 30% |
| Water Capitalization Fees | Services/Supplies | 3,000,000 | | |
| Wastewater | Personnel Services | 3,402,504 | 2,576,489 | 76% |
| | Services/Supplies | 8,680,182 | 2,804,875 | 32% |
| | Capital Outlay | 12,237,000 | 5,835,019 | 48% |
| | Debt Service | 3,512,941 | 484,050 | 14% |
| WW Capitalization | Services/Supplies | 3,499,100 | | |
| WW Property Management | Services/Supplies | | (12,384) | |
| Sanitation | Services/Supplies | 5,315,582 | 4,185,015 | 79% |
| Public Parking | Services/Supplies | 1,778,929 | 747,464 | 42% |
| | Capital Outlay | | | |
| Drainage | Personnel Services | 262,860 | 209,023 | 80% |
| | Services/Supplies | 1,189,030 | 423,804 | 36% |
| | Capital Outlay | 1,143,000 | 1,095,352 | 96% |
| Total Enterprise Funds | | <u>59,253,111</u> | <u>24,601,330</u> | <u>42%</u> |
| Kootenai County Solid Waste | | 3,115,000 | 2,420,729 | 78% |
| KCEMSS Impact Fees | | | 28,796 | |
| Police Retirement | | 146,000 | 120,644 | 83% |
| Business Improvement District | | 176,200 | 126,200 | 72% |
| Homeless Trust Fund | | 10,000 | 4,769 | 48% |
| Total Fiduciary Funds | | <u>3,447,200</u> | <u>2,701,138</u> | <u>78%</u> |
| TOTALS: | | <u>\$130,510,617</u> | <u>\$78,911,336</u> | <u>60%</u> |

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

Katharine Ebner

Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho

**City of Coeur d Alene
Cash and Investments
7/31/2024**

| Description | City's Balance |
|---|-------------------|
| U.S. Bank | |
| Checking Account | 5,829,498 |
| Checking Account | 70,519 |
| Checking Account | 49,269 |
| Investment Account - Police Retirement | 393,400 |
| Investment Account - Cemetery Perpetual Care Fund | 1,194,586 |
| Idaho Central Credit Union | |
| Certificate of Deposit | 1,065,661 |
| Idaho State Investment Pool | |
| State Investment Pool Account | 49,647,285 |
| Spokane Teacher's Credit Union | |
| Certificate of Deposit | 6,344,011 |
| Numerica Credit Union | |
| Certificate of Deposit | 10,025,918 |
| Money Market | 16,031,519 |
| Cash on Hand | |
| Treasurer's Change Fund | 1,350 |
| Total | 90,653,015 |

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

Katharine Ebner

 Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho

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

| FUND | BALANCE 6/30/2024 | RECEIPTS | DISBURSE- MENTS | BALANCE 7/31/2024 |
|-------------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <u>General-Designated</u> | \$7,732,903 | \$13,391 | \$24,752 | \$7,721,542 |
| <u>General-Undesignated</u> | 6,240,104 | 28,808,516 | 17,949,982 | 17,098,638 |
| <u>Special Revenue:</u> | | | | |
| Library | (121,500) | 643,975 | 155,798 | 366,677 |
| CDBG | (27,505) | 29,730 | 11,636 | (9,411) |
| Cemetery | 142,643 | 22,313 | 27,593 | 137,363 |
| Parks Capital Improvements | 1,235,180 | 11,635 | 11,145 | 1,235,670 |
| Impact Fees | 6,686,355 | 93,952 | 3,538 | 6,776,769 |
| Annexation Fees | 576,795 | 2,988 | 349 | 579,434 |
| American Recovery Plan | 4,331,004 | | | 4,331,004 |
| Cemetery P/C | 1,185,607 | 20,823 | 7,020 | 1,199,410 |
| Jewett House | 106,582 | 15,699 | 16,872 | 105,409 |
| Street Trees / Reforestation | 191,095 | 4,691 | 4,063 | 191,723 |
| Public Art Fund | 30,946 | 194 | 443 | 30,697 |
| Public Art Fund - ignite | 460,673 | 2,208 | 100 | 462,781 |
| Public Art Fund - Maintenance | 133,102 | 683 | 119 | 133,666 |
| <u>Debt Service:</u> | | | | |
| 2015 G.O. Bonds | 689,646 | 312,767 | | 1,002,413 |
| <u>Capital Projects:</u> | | | | |
| Street Projects | 1,204,347 | 863,127 | 170,716 | 1,896,758 |
| Riverstone Mill Site Project | - | | | - |
| <u>Enterprise:</u> | | | | |
| Street Lights | 71,762 | 65,285 | 70,102 | 66,945 |
| Water | 2,974,007 | 827,008 | 548,052 | 3,252,963 |
| Water Capitalization Fees | 6,347,424 | 91,829 | 6,302 | 6,432,951 |
| Wastewater | 21,282,851 | 1,487,088 | 1,154,186 | 21,615,753 |
| Wastewater-Equip Reserve | 380,159 | 27,500 | | 407,659 |
| Wastewater-Capital Reserve | 5,500,000 | | | 5,500,000 |
| WWTP Capitalization Fees | 5,037,989 | 229,182 | 5,757 | 5,261,414 |
| WW Property Mgmt | 72,383 | | 26 | 72,357 |
| Sanitation | 780,591 | 864,927 | 876,909 | 768,609 |
| Public Parking | 980,348 | 103,702 | 9,984 | 1,074,066 |
| Drainage | 1,376,766 | 97,310 | 52,510 | 1,421,566 |
| Wastewater Debt Service | 375,804 | 1,719 | | 377,523 |
| <u>Fiduciary Funds:</u> | | | | |
| Kootenai County Solid Waste Billing | 268,436 | 269,955 | 268,942 | 269,449 |
| KCEMSS Impact Fees | 5,412 | 3,036 | 5,412 | 3,036 |
| Police Retirement | 437,971 | 56,970 | 13,453 | 481,488 |
| Sales Tax | 1,775 | 1,962 | 2,088 | 1,649 |
| BID | 379,439 | 5,310 | 75 | 384,674 |
| Homeless Trust Fund | 401 | 369 | 401 | 369 |
| GRAND TOTAL | <u><u>\$77,071,496</u></u> | <u><u>\$34,979,844</u></u> | <u><u>\$21,398,325</u></u> | <u><u>\$90,653,015</u></u> |

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

Katharine Ebner

Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho



CEMETERY LOT
TRANSFER / SALE / REPURCHASE
ROUTING FORM

REQUEST RECEIVED BY:

Municipal Services Department Name, Kelley Setters Employee, 7.31.24 Date

REQUESTED BY:

Scott D. Cranston Name

Address, Phone

Request is for: [X] Repurchase of Lot(s), [X] Transfer of Lot(s) from to

Section: For Block: A Niche(s): 9, 10, Lots(s):

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

Title Transfer Fee: \$ Receipt No:

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

Accountant Signature [Signature] Date: 8/1/24

CEMETERY SUPERVISOR completes the following:

The above-referenced Lot(s) is/are certified to be vacant: [X] Yes [] No
The owner(s) of record of the Lot(s) in the Cemetery Book of Deeds is listed as: Earl Sundberg
The purchase price of the Lot(s) when sold to the owner of record was \$ 350.00 per lot.

Supervisor's Signature [Signature] Date: 8/1/2024

LEGAL/RECORDS completes the following:

Certificate of Conveyance/Transfer received: [] Yes [] No
Requester is authorized to execute certificate: [] Yes [] No

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

City Clerk's Signature Date:

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

CEMETERY SUPERVISOR completes the following:

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

Cemetery Supervisor's Signature Date:

**CERTIFICATE OF CONVEYANCE
CEMETERY LOT**

In consideration of the payment of the fee established by resolution of the City Council,
the City of Coeur d'Alene does hereby convey to Scott Cranston

(the "Owner") the following lot(s) in the Forest Cemetery:

Niche(s) _____, Lot(s) 9, 10,

Block(s) Wall A, Section(s) FOR

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

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

DATED this ____ day of _____, 20__.

By: _____
Jim Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

DATE: AUGUST 20, 2024
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATES: SEPTEMBER 3, 2024 &
SEPTEMBER 17, 2024

Mayor Hammond,

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

SEPTEMBER 3, 2024:

ITEM NUMBER 0-2-24

REQUEST: City of Coeur d'Alene is requesting the creation of a new zoning district called the University District and rezoning specified properties.
(QUASI-JUDICIAL)

LOCATION: In and near the North Idaho College Campus

COMMISSION ACTION: On August 13, 2024, the Planning and Zoning Commission voted unanimously to recommend that City Council adopt the new zoning district and rezone specified properties, excluding all parcels on N. Military Drive north of W. River Avenue and the two parcels zoned R-12 on the west side of N. Hubbard Avenue bearing the addresses 802 W. River Avenue and 415 N. Hubbard Avenue.

SEPTEMBER 17, 2024:

ITEM NUMBER: ZC-3-22

REQUEST: River's Edge Apartments, LLC is requesting a Zone Change from R-12PUD and C-17PUD To R-17PUD and approval of a Development Agreement.
(QUASI-JUDICIAL)

LOCATION: 3404 W. Seltice Way

COMMISSION ACTION: On December of 2022, the Planning and Zoning Commission heard the applicant's requests and voted unanimously to approve the PUD amendment and

Special Use Permit for a density increase to R-34 in items PUD-2-19m2 and SP-5-22 (subject to the City Council's approval of the requested zone change), and made a recommendation that the City Council approve of the requested zone change from R-12PUD and C-17PUD to R-17PUD. The applicant's proposed changes to the project would remove the 431 unit mini-storage facility and the 28 single-family residential lots along the river from the project and replace it with 296 multi-family units, public open space, and a 16-foot-wide trail adjacent to the river that allows the public access to the river.

ITEM NUMBER: A-1-24

REQUEST: CDA Hockey Academy is requesting +/- 5.096 - acre annexation from County Commercial to C-17.
(LEGISLATIVE)

LOCATION: 3505 W. Seltice Avenue

COMMISSION ACTION: On August 13, 2024, the Planning and Zoning Commission voted unanimously to recommend that the City Council adopt the C-17 zoning in conjunction with the annexation request.

RESOLUTION NO. 24-063

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, FOR THE FOLLOWING: ACCEPTANCE OF A UTILITY EASEMENT FOR A STORMWATER LINE IN THE URD LAKE DISTRICT; ACCEPTANCE OF A UTILITY EASEMENT FOR A SEWER LINE IN THE URD LAKE DISTRICT; APPROVAL OF THE DONATION OF A LADDER TRUCK TO NIC; APPROVAL OF THE SECOND ADDENDUM TO THE MASTER JOINT POWERS AGREEMENT WITH KOOTENAI COUNTY AND KCEMSS; ACCEPTANCE OF THE BID OF, AND AWARD OF A CONTRACT TO, COLEMAN OIL COMPANY FOR FUEL SERVICES FOR 2024

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

- A) Acceptance of a Utility Easement for Stormwater Line from Dennis Cunningham, for property located at Tax #26053 (IN GL22) URD Lake District 1997 1150N04W;
- B) Acceptance of a Utility Easement for Sewer Line from Dennis Cunningham, for property located at Tax #26053 (IN GL22) URD Lake District 1997 1150N04W;
- C) Approval of the donation of E-ONE Ladder Truck;
- D) Approving the Second Addendum to the Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services in Kootenai County between Kootenai County, the Kootenai County Emergency Medical Services System (KCEMSS), and the City of Coeur d'Alene; and
- E) Acceptance of the bid of, and award of a contract to, Coleman Oil Company, LLC, for Fuel Services for 2024;

AND

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements and take the other action for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" through "E" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby

authorized to modify said agreements and the other action, so long as the substantive provisions of the agreements and the other action remain intact.

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

DATED this 20th day of August, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

RECORDING FEE: \$0.00

DE



UTILITY EASEMENT FOR STORMWATER LINE

KNOW ALL MEN BY THESE PRESENTS that DENNIS CUNNINGHAM, with their principle place of business at P.O. Box 3398, Coeur d'Alene, Idaho, the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim, and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, its successors and assigns, an easement, together with the rights of ingress and egress for the improvement, operation, and maintenance of the underground stormwater line, twenty (20) feet in total width, over and through the property situated in Kootenai County with a legal description bearing of TAX#26053 [IN GL22] URD LAKE DISTRICT 1997 1150N04W, which easement is described in Exhibit "A" and shown in Exhibit 'B' attached hereto and incorporated herein by reference.

The **GRANTOR** further agrees to keep the easement clear of all buildings, structures, and other obstructions, excepting the storage of removable items. The **GRANTOR** agrees that all underground facilities installed by or for the **GRANTEE** shall remain the property of the **GRANTEE**, removable by the **GRANTEE** at its option.

Should it be necessary for the **GRANTEE** to remove fencing, remove or damage any asphalt, concrete or other surfacing for the maintenance or repair of the underground facility, the **GRANTEE** shall repair and restore such surface to its original condition at the expense of the **GRANTEE**.

GRANTEE shall **HAVE AND HOLD** such easement so long as the same shall be used for public purposes, specifically a stormwater line, and operated and maintained as such.

IN WITNESS WHEREOF, the **GRANTOR** has caused this instrument to be executed this 16 day of August, 2024.

By 

DENNIS CUNNINGHAM (printed name)

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6th day of August, 2024, before me, a Notary Public, personally appeared Dennis Cunningham, known or proved to me to be the person who executed the foregoing instrument.

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

LINDSAY SPENCER
Notary Public - State of Idaho
Commission Number 20225951
My Commission Expires 01-04-2029

L. Spencer

Notary Public for Idaho
Residing at ~~Coeur d'Alene~~ Post Falls
My Commission Expires: 01/04/2029

EXHIBIT 'A'

STORM EASEMENT DESCRIPTION

That portion of the Southwest quarter of Section 11, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho described as follows:

A 20 foot strip of land lying 10 feet each side of the following described centerline:

COMMENCING at the northeast corner of UPRR Tract 5, per a Record of Survey recorded in Book 31, Page 328, records of Kootenai County, thence along the North line of said Tract 5, North $88^{\circ}55'14''$ West a distance of 41.56 feet, to the **BEGINNING** of said centerline;

Thence South $36^{\circ}38'19''$ West a distance of 14.31 feet;

Thence South $13^{\circ}12'44''$ West a distance of 66.20 feet to the southwesterly line of said Tract 5 and the **END** of said centerline;

The sidelines of said 20 foot strip to be extended or trimmed to intersect the North and southwesterly lines of said Tract 5.

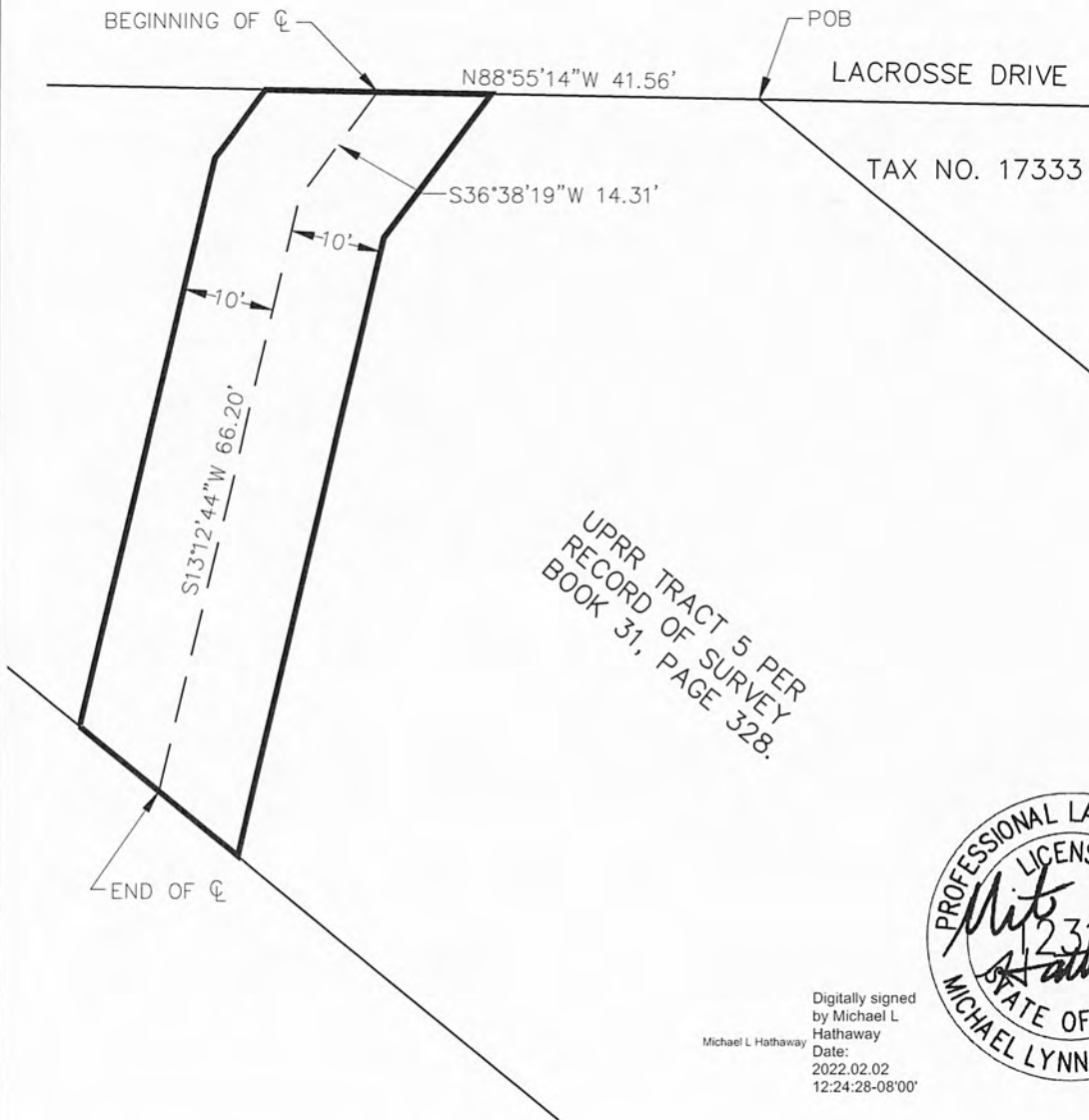
Digitally
signed by
Mike Hathaway
Date:
2022.02.02
12:35:13-08'00'



EXHIBIT B
 STORM EASEMENT
 LOCATED IN THE SOUTHWEST QUARTER OF
 SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



SCALE: 1"=20'



UPRR TRACT 5 PER
 RECORD OF SURVEY
 BOOK 31, PAGE 328.



Digitally signed
 by Michael L
 Hathaway
 Date:
 2022.02.02
 12:24:28-08'00'

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 330 E. Lakeside Ave, Suite 101 (toll free) 877-815-5672
 Coeur d'Alene, ID 83814 (fax) 208-664-5946

EXHIBIT B
 PROPOSED STORM EASEMENT
 PARCEL NO. C-0000-011-6000

PROJECT NO.: 41200.20.6
 DESIGNED BY: MLH
 DRAWN BY: TJT
 DWG NAME: 41200.206EX03
 DATE: 1/27/2022
 SHEET NO: **1 OF 1**

RECORDING FEE: \$0.00 DE



UTILITY EASEMENT FOR SEWER LINE

KNOW ALL MEN BY THESE PRESENTS that DENNIS CUNNINGHAM, with their principal place of business at P.O. Box 3398, Coeur d'Alene, Idaho, the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim, and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, its successors and assigns, an easement, together with the rights of ingress and egress for the improvement, operation, and maintenance of the sewer line, twenty (20) feet in total width, over and through the property situated in Kootenai County with a legal description bearing of TAX#26053 [IN GL22] URD LAKE DISTRICT 1997 1150N04W, which easement is described in Exhibit "A" and shown in Exhibit 'B' attached hereto and incorporated herein by reference.

The **GRANTOR** further agrees to keep the easement clear of all buildings, structures, and other obstructions, excepting the storage of removable items. The **GRANTOR** agrees that all underground facilities installed by or for the **GRANTEE** shall remain the property of the **GRANTEE**, removable by the **GRANTEE** at its option.

Should it be necessary for the **GRANTEE** to remove fencing, remove or damage any asphalt, concrete or other surfacing for the maintenance or repair of the underground facility, the **GRANTEE** shall repair and restore such surface to its original condition at the expense of the **GRANTEE**.

GRANTEE shall **HAVE AND HOLD** such easement so long as the same shall be used for public purposes, specifically a sewer line, and operated and maintained as such.

IN WITNESS WHEREOF, the **GRANTOR** has caused this instrument to be executed this 6 day of August, 2024.

By 
_____ DENNIS CUNNINGHAM (printed name)

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6th day of August, 2024, before me, a Notary Public, personally appeared Dennis Cunningham, known or proved to me to be the person who executed the foregoing instrument.

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

LINDSAY SPENCER
Notary Public - State of Idaho
Commission Number 20225951
My Commission Expires 01-04-2029

L. Spencer
Notary Public for Idaho
Residing at ~~Coeur d'Alene~~ Post Falls
My Commission Expires: 01/04/2029

EXHIBIT 'A'

SANITARY SEWER EASEMENT DESCRIPTION

That portion of the Southwest quarter of Section 11, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho described as follows:

A 20 foot strip of land lying 10 feet each side of the following described centerline:

COMMENCING at the northeast corner of UPRR Tract 5, per a Record of Survey recorded in Book 31, Page 328, records of Kootenai County, thence along the North line of said Tract 5, North 88°55'14" West a distance of 7.80 feet, to the **BEGINNING** of said centerline;

Thence South 01°05'44" West a distance of 31.58 feet;

Thence South 56°46'08" East a distance of 98.60 feet;

Thence South 50°50'57" East a distance of 298.18 feet to Point A;

Thence South 50°50'57" East a distance of 224.00 feet to the **END** of said centerline;

TOGETHER WITH

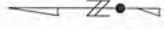
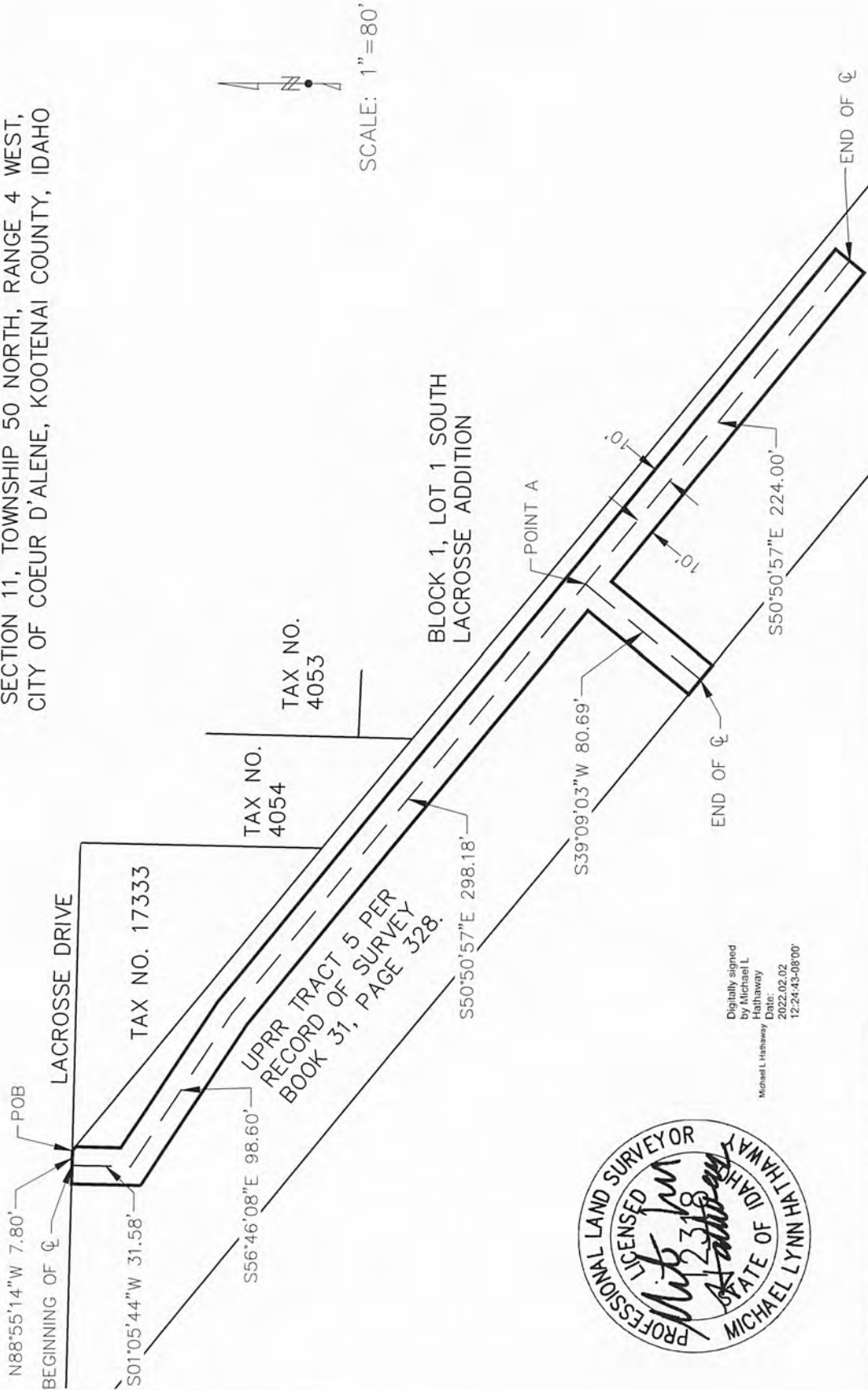
COMMENCING at said Point A, thence South 39°09'03" West to the southwesterly line of said Tract 5 and the **END** of said centerline.

The sidelines of said 20 foot strip to be extended or trimmed to intersect the North and southwesterly lines of said Tract 5.

Digitally signed
by Mike
Hathaway
Date:
2022.02.02
12:14:55-08'00'



EXHIBIT B
 SANITARY SEWER EASEMENT
 LOCATED IN THE SOUTHWEST QUARTER OF
 SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



SCALE: 1" = 80'

PROJECT NO.: 41200.20.6
 DESIGNED BY: MLH
 DRAWN BY: TJT
 DWG: 41200.206EX03.DWG
 DATE: 1/27/2022
 SHEET NO: 1 OF 1

EXHIBIT B
 PROPOSED SANITARY SEWER EASEMENT
 PARCEL NO. C-0000-011-6000

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 incorporated herein, as an instrument
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 written authorization of Welch-Comer
 & Associates, Inc.

Digitally signed
 by Michael L.
 Hathaway
 Date: 2022.02.02
 12:24:43-08'00'



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 (fax) 208-664-5946

FIRE DEPARTMENT

“City of Excellence”

General Services/Public Works Staff Report

Date: August 12, 2024
From: Lucas Pichette, Deputy Chief
Re: Approve donating E-ONE Ladder Truck

DECISION POINT: Should the City Council approve donating our decommissioned E-ONE Ladder Truck to North Idaho College?

HISTORY: Ladder 341 was put into service in 1999 and currently has 169,000 miles. The truck has been decommissioned this past June due to age and vehicle condition, including maintenance issues, repetitive component failures and replacement parts availability. NFPA states 15 years of front-line service and 20 years of total service to be the standard.

FINANCIAL ANALYSIS: Will have no cost impact to the City.

PERFORMANCE ANALYSIS: We have had a partnership with North Idaho College for 15 years. It started with a donation of our previous E-1 Engine along with some of our department running the program and teaching. Deputy Chief Deruyter still runs the program today. There will be an agreement with NIC waiving any liability of the City based on the age and condition of the truck.

DECISION POINT/RECOMMENDATION: Council should approve donating the E-ONE (341) Ladder truck to North Idaho College.

**GS/PW COMMITTEE, COUNCIL
STAFF REPORT**

DATE: August 12th, 2024

FROM: Steven Jones- EMS Officer, Fire Department

SUBJECT: Second Addendum to the Master Joint Powers Agreement

DECISION POINT: Should the City Council approve the proposed Second Addendum to the Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services in Kootenai County between Kootenai County, the Kootenai County Emergency Medical Services System (KCEMSS), and the City of Coeur d’Alene?

HISTORY: Since May 19, 2020, pursuant to Resolution No. 20-030 the City has been a party to the Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services. Other parties include Kootenai County, KCEMSS, Northern Lakes Fire Protection District, Kootenai County Fire and Rescue, Timberlake Fire Protection District, Spirit Lake Fire Protection District, Worley Fire Protection District, Mica-Kidd Island Bay Fire Protection District, Hauser Lake Fire Protection District, and East Side Fire Protection District. An Addendum to the Agreement was entered into on or about February 21, 2023, by the City, East Side Fire Protection District, Kootenai County and the Joint Powers Board for the KCEMSS pursuant to Resolution No. 23-013. The Addendum adjusted the required staffing and number of vehicles for both the City and East Side Fire Protection District.

FINANCIAL ANALYSIS: No cost to the City shall be incurred.

PERFORMANCE ANALYSIS: Currently, Section 7.1 of the Master Agreement, as amended, states the City shall provide the system with sufficient personnel to staff three (3) ambulances at the paramedic level, which shall be available to respond to any location served by the system. Two (2) of the ambulances must be staffed twenty-four (24) hours a day, seven (7) days a week. One (1) ambulance must be staffed ten (10) hours a day, four (4) days a week. The Second Addendum removes the staffing requirement for the third ambulance, allowing the KCEMSS and the City to agree on the schedule. In conjunction with this change, this sentence was removed from Section 7.1: “Staffing and availability of each ambulance will be as agreed to by the System [KCEMSS] and the City.”

DECISION POINT/RECOMMENDATION: Council should approve the Second Addendum to the Master Joint Powers Agreement between KCEMSS and the City of Coeur d’Alene.

**SECOND ADDENDUM TO
MASTER JOINT POWERS AGREEMENT FOR THE PROVISION OF EMERGENCY
AND NON-EMERGENCY MEDICAL SERVICES IN KOOTENAI COUNTY, IDAHO**

Amending Terms Specific to the City of Coeur d'Alene and East Side Fire District

This Second Addendum to the "Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services in Kootenai County, Idaho" ("Master Agreement") is hereby made and entered as of the date of last signature below by and between the City of Coeur d'Alene, by and through its Mayor and City Council ("the City"), East Side Fire District, by and through its Board of Commissioners ("ESFD"), Kootenai County, by and through its Board of Commissioners ("Board"), and the Joint Powers Board for the Kootenai County Emergency Medical Services System ("JPB").

This Second Addendum shall be hereinafter referred to as the "Second Addendum," which term shall include all terms of the Master Agreement and the First Addendum specifically incorporated by reference herein.

RECITALS

WHEREAS, the Board enacted, on January 11, 2005, its Ordinance No. 345 ("the Ordinance"), codified, as amended, at Title 2, Chapter 3, Kootenai County Code, which organized the Kootenai County Emergency Medical Services System ("the System") for providing emergency medical services within Kootenai County; and

WHEREAS, the Ordinance established the JPB to manage the System; and

WHEREAS, the Board and JPB, by virtue of the Ordinance, as well as the authority vested in the Board pursuant to Title 31, Chapter 39, Idaho Code, have authority to enter into agreements with medical service providers for the provision of emergency medical services (EMS), which are defined under the Ordinance to include the provision of health care to any person experiencing a medical emergency; and

WHEREAS, the City is a city duly established pursuant to Title 50, Idaho Code, which provides EMS services to individuals involved in fires, medical emergencies, accidents, including vehicular accidents, and other related activities, and is a medical service provider member of the System; and

WHEREAS, ESFD is a fire protection district duly established pursuant to Title 31, Chapter 14, Idaho Code, which provides EMS services to individuals involved in fires, medical emergencies, accidents, including vehicular accidents, and other related activities, and is also a medical service provider member of the System; and

WHEREAS, the City and ESFD have the authority to enter into an agreement with the Board and JPB for the purpose of providing such services for the mutual protection of land, equipment, facilities and individuals in a manner consistent with the applicable provisions of Idaho Code and their respective duly adopted rules and regulations; and

**Second Addendum to MJPA Amending Terms Specific
to the City of Coeur d'Alene and East Side Fire District**

WHEREAS, the City, ESFD, the Board, and the JPB acknowledge and agree that it would be beneficial for the City and ESFD to continue to provide such services as required; and

WHEREAS, the City, ESFD, the Board, and the JPB acknowledge and agree that the terms and conditions specific to the City and ESFD should be amended to reflect the services which each respective entity will be obligated to provide;

NOW THEREFORE, based upon the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the parties to this Addendum as having been received, the parties mutually promise, covenant and agree as follows:

I. INCORPORATION OF TERMS OF MASTER AGREEMENT

The terms and conditions set forth in the “Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services in Kootenai County, Idaho” (“Master Agreement”), as amended by the Addendum executed by the parties effective March 28, 2023 (“the First Addendum”), shall remain in full force and effect except as modified herein. In the event of a conflict between this Second Addendum and either the Master Agreement or the First Addendum, this Second Addendum shall govern.

II. AMENDMENTS TO MASTER AGREEMENT

A. Specific Terms Regarding the City. Part VII, Section 7.1 of the Master Agreement is hereby amended to read as follows:

7.1 **Staffing:** The City shall provide the System with sufficient personnel to staff three (3) ambulances at the paramedic level, which shall be available to respond to any location served by the System. Two of the above-mentioned ambulances shall be staffed twenty-four (24) hours a day seven (7) days a week. One (1) ambulance shall be staffed on a schedule agreed upon between the System and the City. Said personnel shall remain the employees of the City at all times, and the City shall be responsible for payment of wages, benefits, and payroll associated fees.

7.2 [No Change – see original amendment]

B. Specific Terms Regarding ESFD. Part XI, Section 11.3 of the Master Agreement is hereby amended to read as follows:

11.1 [No Change – see original amendment]

11.2 [No Change – see original amendment]

11.3 **Payment:** ESFD will receive compensation as agreed to by the System and ESFD based on the requirements outlined in this agreement. This compensation may be changed each year without further amendment to this agreement.

III. GENERAL PROVISIONS

3.1. **Binding Agreement:** This Second Addendum shall be binding on and shall inure to the benefit of all of the parties hereto. The parties further agree that in order for any modification of this Second Addendum to be effective, it must be in writing and signed by the parties hereto. This Second Addendum, including the terms of the Master Agreement and the First Addendum incorporated by reference herein, contains the entire and complete agreement and understanding of the parties, and there are no other agreements, understandings, representations, warranties, or conditions except as stated herein, whether oral or written. This Second Addendum is the final agreement of the parties with respect to the subject matter contained herein, and shall supersede all prior agreements, understandings, representations, warranties, and conditions between the parties relating to said subject matter.

3.2. **Agreement Non-Exclusive; Competition Prohibited.** Pursuant to Kootenai County Code §§ 2-3-4(D) and 2-3-12, KCEMSS and Kootenai County may enter into agreements with medical service providers other than those which are parties to this Second Addendum, or to the Master Agreement as amended, in order to provide for EMS services to those portions of the KCEMSS service area other than those which are served by the parties to this Second Addendum or to the Master Agreement as amended, and/or to provide mutual aid to KCEMSS or any medical service provider operating within Kootenai County. Such agreements may be with public or private entities, and may incorporate any of the terms and conditions contained in this Second Addendum, the Master Agreement, or any other terms and conditions as the parties may deem appropriate. Such agreements shall not authorize a medical service provider to directly compete with any party to this Second Addendum for the provision of EMS services.

3.3. **Invalidity:** If any portion of this Second Addendum, or any term of the Master Agreement or the First Addendum incorporated by reference herein, is determined to be invalid or unenforceable as a matter of law, such invalidity or lack of enforcement shall be limited to such portion, and shall not affect any other portions or provisions, which shall be given the fullest effect permitted by law. In the event that it should ever be determined by a tribunal having appropriate jurisdiction that this Second Addendum, the Master Agreement or the First Addendum is illegal or unenforceable as a matter of law, this Second Addendum shall be deemed to be null and void from its inception, and the parties hereto shall be relieved of any further performance under the terms of this Second Addendum. In the event that Kootenai County should fail to fund KCEMSS as set forth above, KCEMSS, the City and ESFD shall be relieved of any further performance under the terms of the Master Agreement as amended.

3.4. **Comprehension:** The parties hereto further mutually covenant, agree and represent that the terms of this Second Addendum have been completely read by them and that the terms of this Second Addendum are fully understood, binding and voluntarily accepted by them.

3.5. **Legal Counsel:** The parties hereto further covenant and agree that this Second Addendum, in an effort to save on expenses and attorney fees, has been prepared by an attorney who provides legal advice to both Kootenai County and to KCEMSS. All of the parties hereto agree that in order to avoid a conflict of interest, if any party hereto determines it to be advisable, they shall have the right to have this Second Addendum reviewed with an attorney of their own

choosing prior to their execution of this Second Addendum. The signatures of the parties to this Second Addendum acknowledge their understanding of this provision, their waiver of any conflict of interest, and that they either did have legal counsel review this Second Addendum, or knowingly, freely and voluntarily waived their right to do so.

3.6. **Governing Law:** This Second Addendum shall be construed and interpreted in accordance with the laws of the State of Idaho.

3.7. **Attorney Fees:** Reasonable attorney fees shall be awarded to the prevailing party or parties in any action concerning an alleged breach of this Second Addendum or any term of the Master Agreement or the First Addendum incorporated by reference herein, or in any action to enforce this Second Addendum or to declare forfeiture or termination thereof, as determined by the court in accordance with the applicable provisions of the Idaho Code and the Idaho Rules of Civil Procedure.

EXECUTED THIS _____ day of _____, 2024, upon a vote of the Board of County Commissioners of Kootenai County, Idaho.

Chairman

Deputy Clerk

EXECUTED THIS _____ day of _____, 2024, upon a vote of the Kootenai County Emergency Medical Services System Joint Powers Board.

President of the Board

Secretary to the Board

EXECUTED THIS _____ day of _____, 2024, upon a vote of the City Council of the City of Coeur d'Alene.

Mayor

City Clerk

EXECUTED THIS _____ day of _____, 2024, upon a vote of the Board of Commissioners of the East Side Fire Protection District.

Chairperson

Clerk/Secretary

GENERAL SERVICES STAFF REPORT

DATE: AUGUST 12, 2024

FROM: JUSTIN KIMBERLING
ASSISTANT STREETS & ENGINEERING DIRECTOR

SUBJECT: AWARD OF CONTRACT FOR THE
2024 CITY FUEL SERVICES

DECISION POINT: Should Council award the 2024 City Fuel Services Contract to Coleman Oil Company, LLC.?

HISTORY: The City's current fuel services contract with Coleman Oil Company, LLC, will expire on August 21, 2024. An advertisement for fuel service bids was published on July 20, 2024, and July 27, 2024, with a bid opening of August 6, 2024. There was only one responsive bidder.

| <u>Bidder</u> | <u>Bid Amount</u> |
|---------------------|-------------------|
| Coleman Oil Co. LLC | \$446,666.68 |

FINANCIAL ANALYSIS: No major changes were made to the bid specifications. The proposed bid specifications and draft contract reflect housekeeping items made to keep the terms and conditions current. This contract as proposed is a one-year contract with an option to renew the contract for three (3) additional one year terms in the City's sole discretion. The City would exercise the option in any given year provided the Contractor's performance meets or exceeds the City's minimum contract requirements. Structuring this contract as a one-year contract with up to three (3) optional one-year extensions was designed to save the administrative costs associated with bidding this package on a yearly basis.

PERFORMANCE ANALYSIS: The contract terms ensure best possible price and service standards. There have been no complaints or concerns from City users under the prior contract.

RECOMMENDATION: Council should award a contract in the amount of \$446,666.68 to Coleman Oil Company, LLC., for the 2024 City of Coeur d'Alene Fuel Services.

CONTRACT FOR FUEL SERVICES

THIS CONTRACT is made and entered into this 20th day of August, 2024, between the **CITY OF COEUR D’ALENE**, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**,” and **COLEMAN OIL COMPANY, LLC**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its mailing address of P.O. Box 1308, Lewiston, ID 83501, hereinafter referred to as the “**VENDOR**.”

WITNESSETH:

In consideration of the conditions and covenants set forth herein the parties agree as follows:

1. That the **VENDOR** shall furnish fuel and fuel management services to the **CITY** according to the specifications set forth in Exhibit “A” attached hereto and by the reference incorporated herein.
2. That all fuels must be of a high-quality grade, and absent of condensation or other impurities that may be expected to impact the performance of City vehicles.
3. That a sufficient supply of cleaning materials must be maintained at each card-lock location, including paper towels, water, and “squeegee” device for cleaning the windshield, and a refuse container will also be provided, all at the Vendor’s sole expense.
4. The **VENDOR** will supply fuel to City vehicles from card lock operated dispensing centers to the **CITY**’s satisfaction, and be available 24 hours a day to personally verify the dispensing of and signing for fuel. In the event of a power failure, the **VENDOR** will provide backup for fuel dispensing within one hour of power outage.
5. The **VENDOR** must have one dispensing center located west of Highway 95 and north of Interstate 90. A second dispensing center must be located south of Interstate 90. The dispensing centers must be located within the city limits of the **CITY**. One of the dispensing centers can be a convenience store, retail service station, etc. The price for City-supplied fuel from this type of outlet will be adjusted downward to meet bid price if retail prices exceed bid price. Both dispensing centers must be accessible to City vehicles twenty-four (24) hours a day, 365 day a year, for dispensing of the following fuels: unleaded gasoline, premium unleaded gasoline, dyed diesel and diesel #2. Both dispensing centers must have easy access for large vehicles and equipment. Dispensing centers must provide drive through capabilities for equipment of lengths up 42’ long and 12’ in

height with a minimum of 50' for turning capabilities. One approved site must provide premium unleaded fuel.

6. Diesel fuel will be blended from October through March to meet a requirement of -20 degrees Fahrenheit without gelling.
7. The **VENDOR** agrees that in the event the **CITY** determines there is a fuel shortage, the **CITY** shall be the **VENDOR's** highest priority customer receiving fuel prior to all other paying or non paying customers.
8. The **VENDOR** agrees that the **VENDOR** will maintain during the term of this Contract a backup system that will be metered gravity flow system manually operated by **VENDOR** employees from the bulk plant facility located at 3500 Ramsey Rd. and 108 Harrison Avenue, Coeur d'Alene, Idaho.
9. The **VENDOR** agrees to random fuel testing to be done by an independent test firm of the **CITY's** choosing. The **CITY** may request fuel testing, up to four (4) times a year. Fuel tanks will be made immediately available for this purpose. The cost of this testing to be paid by the **VENDOR**. If the **VENDOR** fails to promptly pay testing costs, the **CITY** may, at **CITY's** discretion, deduct testing costs from the **VENDOR's** fuel billing. The parties agree that failure to cooperate with testing will result in preclusion from future bidding for the **CITY's** fuel services Contract, and be deemed a material breach of this Contract and be grounds for termination of the Contract.
10. The parties agree the **VENDOR** will use a one-card system (gas card or equivalent) to report the following information, per vehicle, as follows:
 - (a) Date, time and site of each purchase
 - (b) Vehicle ID
 - (c) Driver identified by name or number
 - (d) Odometer reading at the time of purchase (optional for user)
 - (e) Miles driven between each fueling (with odometer reading) OPTIONAL
 - (f) Miles per gallon for every transaction (with odometer) OPTIONAL
 - (g) Cost per mile for every transaction (with odometer) OPTIONAL
 - (h) Product purchased
 - (i) Price per gallon
 - (j) Gallons disbursed
 - (k) All applicable taxes per transaction
11. The **VENDOR** will supply one gas card for each individual/or vehicle.
12. The **VENDOR's** cost, as referenced by the Oil Price Information Service (OPIS), or the "OPIS Rack Average" for Spokane," must be included with invoices or be accessible to the **CITY** each month, plus **VENDOR's** markup to include

Washington Hazardous fee (.7%), freight costs, total gallons, and total amount of purchases provided and due for the billing period.

IT IS AGREED that time is of the essence of this Contract and any failure to comply with the terms of this Contract including any term or condition to the bid specifications shall be deemed material and a default.

IT IS FURTHER AGREED that in the event of default by the **VENDOR**, the **CITY**, in addition to any other right or remedy it may have under law, shall have the option to terminate this Contract. However, before declaring such termination, the **CITY** shall notify the **VENDOR** in writing of the particulars of the **VENDOR's** default, and the **VENDOR** shall have two (2) days from the time such written notice is delivered to the **VENDOR** as set forth below in which to remedy such default.

Any notice required herein to be given to the **CITY** shall be written and deemed received by the **CITY** when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

Any notice required herein to be given to the **VENDOR** shall be in writing and deemed received by the **VENDOR** when addressed to Coleman Oil Company, LLC, P.O. Box 1308, Lewiston, ID 83501, and deposited in the United States mail with proper postage affixed thereto, or when personally delivered to the office of Coleman Oil Company, LLC, 335 Mill Road, Lewiston, ID 83501.

The **VENDOR** shall indemnify, defend and hold the **CITY** harmless from all claims for injury to person or property resulting from the **VENDOR's** actions or omissions in performance of this Contract, and to that end, the **VENDOR** shall maintain liability insurance naming the **CITY** as one of the insureds with policy limits in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy for any reason shall be filed in the office of the City Clerk.

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

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

The **CITY**, for a term beginning the 21st day of August, 2024, and ending the 20th day of August, 2025, shall pay to the **VENDOR**, for fuel and services to be furnished by it, the sum set forth in the Bid Proposal attached hereto as Exhibit “B” and by this reference incorporated herein. The City, in its sole discretion, shall have an option to renew this Contract for three (3) additional one (1) year periods upon the same terms as this initial Contract.

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

IN WITNESS WHEREOF, the Mayor and City Clerk have executed this Contract, the City Clerk has affixed the seal of said **CITY** hereto, and the **VENDOR** has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D’ALENE,
KOOTENAI COUNTY, IDAHO

COLEMAN OIL COMPANY, LLC

By: _____
James Hammond, Mayor

By: _____
Robert S. Coleman, Jr

ATTEST:

Renata McLeod, City Clerk

THE CITY OF COEUR D'ALENE

FUEL SERVICES BID INSTRUCTIONS AND SPECIFICATIONS

INTRODUCTION

The Fuel Services bid being solicited is one in which the successful bidder will:

- assure the quality and availability of fuel at a reasonable and competitive cost, and at reasonably convenient and accessible locations;
- provide adequate monthly reports that allocate costs to the appropriate departments;
- provide other fleet fuel services, audit efficiencies and customer service to the satisfaction of the City of Coeur d'Alene.

BID INSTRUCTIONS

1. Sealed bids will be received by the City Council of the City of Coeur d'Alene at the office of the City Clerk of said City on or before August 6, 2024 until the hour of 11:00 A.M. of said day, and shall be clearly marked "2024 FUEL SERVICES BID."
2. Bids received by the City may not be withdrawn after the time set in the notice for opening the bids. All bids received shall be opened at the time and place set in the notice inviting bids, and no person shall be denied the right to be present at the opening of bids. The bid award will be made within thirty (30) days of the date of the opening of bids, unless complicating circumstances arise.
3. Bid proposal form, bid checklist, bid instructions and bid specifications are available to interested bidders at the office of the City Clerk or at www.CityofCDAPlanRoom.com.
4. All bids shall contain one of the following forms of bidder's security in an amount equal to 5 percent (5%) of the amount of the bid (based on the estimated number of gallons of fuels as shown in bid documents):
 - (a) Cash
 - (b) Cashier's check made payable to the City
 - (c) Certified check made payable to the City
 - (d) Bidder's bond executed by a surety company qualified to do business in Idaho, made payable to the City.
5. If the bidder fails to execute the contract, the amount of the bidder's security shall be forfeited to the City, subject to provisions of Idaho Code § 67-2806.
6. The City reserves the right to reject any and all bids and to waive informalities which do not affect the essential fairness of the bidding process, and to accept the lowest responsive bid.
7. Bids must be submitted on the "Bid Proposal" form which is available from the City Clerk's office located at City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 or at www.CityofCDAPlanRoom.com.

EXHIBIT "A"

BID SPECIFICATIONS

The City of Coeur d'Alene, Idaho, desires to retain Fuel Services for all City owned and operated vehicles and auxiliary equipment and machines. Failure to comply with the bid specifications will render the bid non-responsive. The following specifications are required:

1. The Vendor will supply fuel to City vehicles from card lock operated dispensing centers. In the event of a power loss, the Vendor will provide generator backup for fuel dispensing and personnel to manually account for fuel dispensed within one hour of power outage. The Vendor must include proof with their bid proposal that a generator backup system is available and in place, and a description of how the system will be instituted within one hour of power outage.
2. The Vendor must have one dispensing center located west of Highway 95 and north of Interstate 90. A second dispensing center must be located south of Interstate 90. The dispensing centers must be located within the city limits of Coeur d'Alene. One of the dispensing centers can be a convenience store, retail service station, etc. The price for fuel supplied to the City from this type of outlet will be adjusted downward to meet bid price if retail prices exceed bid price. Both dispensing centers must be accessible to City vehicles twenty-four (24) hours a day, 365 day a year, for dispensing of the following fuels: unleaded gasoline, dyed diesel, and diesel #2. Preference is for locations to include Diesel Exhaust Fluid (DEF) pump, but this is optional. Both dispensing centers must be accessible for large vehicles and equipment. Dispensing centers must provide drive through capabilities for equipment of lengths up 50' long and 13.6' in height with a minimum of 50' for turning.
3. The fuels must be of a high-quality grade, without condensation or other impurities that may impact the performance of City vehicles. Diesel fuel will be blended from October through March to meet a requirement of -20 degrees Fahrenheit without gelling.
4. The Vendor must agree to random fuel testing to be done by an independent test firm of the City's choosing. The City reserves the right to request fuel testing, when deemed necessary by the City, up to four times a year. Fuel tanks will be made available for this purpose. The cost of this testing will be paid by the Vendor. If the Vendor fails to promptly pay testing costs, City may, at City's discretion, deduct testing costs from the Vendor's fuel billing. Failure to cooperate with testing may result in preclusion from future bidding, or grounds for contract termination.
5. A sufficient supply of cleaning materials must be maintained at each cardlock location, including paper towels, water, and "squeegee" devices for cleaning windshields. A refuse container must also be provided. These cleaning supplies and refuse container must be located no more than five feet from the fuel pumps. The Vendor must include with their bid proposal proof of the existence and location of these cleaning supplies and refuse container.

EXHIBIT “A”

**BID SPECIFICATIONS
(Continued)**

6. The City will require the Vendor to use a one-card system (gas card or equivalent) to report the following information, per vehicle, as follows:
 - (a) Date, time and site of each purchase
 - (b) Vehicle ID
 - (c) Driver identified by name/or card number
 - (d) Odometer reading at the time of purchase (optional for user)
 - (e) Miles driven between each fueling (with odometer reading) OPTIONAL
 - (f) Miles per gallon for every transaction (with odometer) OPTIONAL
 - (g) Cost per mile for every transaction (with odometer) OPTIONAL
 - (h) Product purchased
 - (i) Price per gallon
 - (j) Gallons dispensed
 - (k) All applicable taxes per transaction

7. The Vendor will supply one gas card for each individual/vehicle, and additional cards if requested by the City.

8. The Fuel Services vendor will provide monthly reports that allocate costs to the appropriate City departments (e.g. Parks, Police, Streets, Fire, Engineering, Recreations, Stormwater, Water, Wastewater and others) and assist with data to support state fuel audits and other reporting requirements.

9. The Vendor’s cost, as referenced by the weekly Oil Price Information Service average for Spokane, known as the “OPIS Rack Average” for Spokane, must be available to the City each month, plus the Vendor’s markup, total gallons, and total amount of purchases provided and due for the billing period.

10. Changes in the Vendor’s cost per gallon to the City can be made during the billing period by Referencing the Oil Price Information Service (OPIS). The Vendor’s markup per gallon may not change during the period of the bid award. Term of the contract shall be one year commencing August 31, 2024, with the City, in its sole discretion, have the option to renew the contract for three (3) additional one (1) year periods upon the same terms as the initial contract.

11. The Vendor is to supply the City with approximately the following number of gallons of fuel during the base (first year) period of the bid award:

| | | |
|----|---------------------------|-----------------|
| A. | Unleaded gasoline | 100,000 gallons |
| B. | Premium unleaded gasoline | 1,000 gallons |
| C. | Diesel fuel | 65,000 gallons |

No guarantee of minimum or maximum amount is made in any category.

EXHIBIT "A"

**BID SPECIFICATIONS
(Continued)**

12. Example of Bid Proposal – based on weekly Oil Price Information Service (OPIS) current as of July 1, 2024, and the Vendor’s set markup, and estimated gallons:

*****EXAMPLE ONLY*****

| | Gallons | OPIS | Markup | Vendor Total |
|----------------------|---------|----------|----------|--------------|
| Unleaded Gasoline | 100,000 | X \$1.00 | + 0.01 = | \$100,010.00 |
| Premium Unleaded | 1,000 | X \$1.00 | + 0.01 = | \$1,000.10 |
| Diesel Fuel | 65,000 | X \$1.00 | + 0.01 = | \$65,006.50 |
| | | | | |
| Total Estimated Cost | | | | \$166,016.60 |

13. The Vendor will be required to enter into a written contract with the City. Failure to comply with the terms of the contract will result in contract termination.

CITY OF COEUR D'ALENE
STREETS & ENGINEERING DEPARTMENT

2024 Fuel Services

NOTICE OF ADVERTISEMENT FOR BIDS

Sealed Bids for the City of Coeur d'Alene 2024 Fuel Services will be received at 710 E. Mullan Avenue, Coeur d'Alene, ID 83834, no later than August 6, 2024, 11:00 AM. Bids will be opened on said date in Conference Room #5 at City Hall. Anyone may attend.

The contract shall be for the City's fuel needs for the fiscal year 2024-2025. All bids shall contain one of the following forms of Bid security in an amount equal to 5% of the total Bid amount: a) Bidder's Bond executed by a surety company qualified to conduct business in the State of Idaho, b) Certified Check or Cashier's Check payable to the City, or c) Cash.

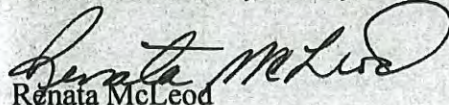
Bid packets are available at www.CityofCDAPlanRoom.com or at the Customer Service Center, 710 E. Mullan Avenue, Coeur d'Alene, Idaho, ksetters@cdaid.org (208-769-2229). Contractors must register with the plan room or the City Clerk to receive any addenda that may be issued. Questions regarding the project or bidding should be directed by e-mail to Kim Harrington at KIMH@cdaid.org.

All bids shall be presented or otherwise delivered to the City Clerk under seal with this statement marked on the outside: 2024 Fuel Services Bid.

The right is reserved to reject any or all proposals.

The City, in accordance with Title VI of the Civil Rights Act of 1964 (42 US.C. §§ 2000d to 2000d-4) and applicable Regulations, notifies all bidders that it will affirmatively ensure that all business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin.

Dated this 23rd day of July, 2024.


Renata McLeod
City Clerk

*** Publish July 23 and July 30, 2024

Exhibit "A"

Bid Proposal

The City of Coeur d'Alene, Idaho, desires to retain fuel Services for all City owned and operated vehicles, and auxiliary equipment and machines. The following Bid Proposal, based on the weekly Oil Price Information Service (OPIS) as of July 01, 2020 ("OPIS Rack Average" for Spokane), and includes any hazardous fees per gallon, the Vendor's set markup and freight costs for the estimated gallons, in addition to the Vendor's compliance with the bid specs will be the basis by which this bid is awarded. The number of gallons of fuel needed is represented as accurately as can be determined; however, no minimum or maximum amounts are guaranteed. If fuel consumption by the City falls short or exceeds those figures used below, the Vendor agrees to charge bid prices for additional fuel.

The City reserves the right to reject any and all bids.

| | Gallons | | OPIS | Hazard Fee | Freight to CDA | Vendor Markup | Total |
|---------------------------------------|---------|---|-------------------|------------|----------------|---------------|---------------------------------|
| 8/5/2024 per Ken Harrington | | | 2.9124 | | | | 275 |
| Unleaded gasoline | 100,000 | X | 2.6175 | + .03524 | + .04 | + .06 | = 261,750.14 |
| Premium UL gasoline | 1000 | X | 3.3377 | + .03524 | + .04 | + .06 | ^{3.45} = 3,472.94 |
| LS Dyed Diesel | 65,000 | X | 2.6512 | + .03524 | + .045 | + .06 | ^{2.79} = 181,443.60 |
| Total Estimated Cost of City Services | | | | | | | = 446,666.68 |

If there are additional fees please list here: Idaho Excise = .32 CPG, Idaho Transfer = .01 CPG
 Fed Lust/Oil Spill for E10 = .0067, for Non E and Diesel = .0072

All taxes are based on current rates and subject to change

| | | |
|--|-------------------------|----------|
| William Bushby | Pricing/Systems Analyst | 8/6/2024 |
| Authorized Signature | Title | Date |
| Coleman Oil Co LLC 335 Mill Road, Lewiston, ID 83501 | | |
| Address | | |

CDAOPIStxt Download Save to OneDrive

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OPIS NEWSLETTER PRICES WITHOUT CAR COST - SPOKANE, WA
Vol 44, No. 32 Issued 08-05-24 for Prices confirmed through 08-01-2024
**OPIS GROSS CONV. CLEAR PRICES WITHOUT CAR COST ** 9.0

Table with columns: Terms, Unl, Move, Mid, Move, Pre, Move, Date, Time. Rows include PMR, PMR-XOM, PSX, Sinclair, LOW RACK, HIGH RACK, RACK AVG, CAP-AT-THE-RACK, LCFS COST, BRD LOW RACK, BRD HIGH RACK, BRD RACK AVG, UBD LOW RACK, UBD HIGH RACK, UBD RACK AVG, 5-DAY AVG.

OPIS NEWSLETTER PRICES WITHOUT CAR COST - SPOKANE, WA
Vol 44, No. 32 Issued 08-05-24 for Prices confirmed through 08-01-2024
**OPIS GROSS CBOB ETHANOL(10%) PRICES WITHOUT CAR COST ** 9.0

Table with columns: Terms, Unl, Move, Mid, Move, Pre, Move, Date, Time. Rows include Sinclair, BP, Cenex, PMR, PMR-XOM, PSX, PSX, MPC-XOM, Chevron, Texaco, LOW RACK, HIGH RACK, RACK AVG, CAP-AT-THE-RACK, LCFS COST, BRD LOW RACK, BRD HIGH RACK, BRD RACK AVG, UBD LOW RACK, UBD HIGH RACK, UBD RACK AVG, 5-DAY AVG.

Table with 2 columns: Item, Price. Rows: SPOKANE, WA, LOW RETAIL (357.67), AVG RETAIL (376.53), LOW RETAIL EX-TAX (284.72), AVG RETAIL EX-TAX (303.58).

OPIS NEWSLETTER PRICES WITHOUT CAR COST - SPOKANE, WA
Vol 44, No. 32 Issued 08-05-24 for Prices confirmed through 08-01-2024
**OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES WITHOUT CAR COST **

Table with columns: Terms, No.2, Move, No.1, Move, Pre, Move, Date, Time. Rows include BP, Sinclair, PMR, Chevron, Chevron, Texaco, Cenex, PSX, PSX, LOW RACK, HIGH RACK.

2024 CDA Bid

Willi am Bush

To: Chris Brown Tue 8/6/2024 9:54 AM
Cc: Nick Schoenfelder

- 2024 Fuel Specs (2).pdf 211 KB
fuel bid notice-163259.pdf 692 KB
2024 Bid Fuel Check Sheet (2... 109 KB
Exhibit A 2024 Fuel Services ... 140 KB
CDAOPIStxt 13 KB

5 attachments (1 MB)

Save all to OneDrive - Coleman Oil Download all

I had to rush this so please double check the details, I'll be available to make changes quickly

If they do in fact need a security deposit from us it'll be 22,333.33. Sorry I didn't carry a zero correctly when I talked to you on the phone

Thank you,

William Bushby
Coleman Oil Company
Pricing and Supply Analyst
Direct Line: 360.746.3479

Looks good, thank you!

Everything looks good. Thank you.

That is correct.

Reply

Reply all

Forward

CDAOPIS.txt

OPIS NEWSLETTER PRICES WITHOUT CAR COST - SPOKANE, WA
Vol 44, No. 32 Issued 08-05-24 for Prices confirmed through 08-01-2024
**OPIS GROSS CONV. CLEAR PRICES WITHOUT CAR COST ** 9.0

Table with columns: Terms, Unl, Move, Mid, Move, Pre, Move, Date, Time. Rows include PMR, PMR-XOM, PSX, Sinclair, LOW RACK, HIGH RACK, RACK AVG, CAP-AT-THE-RACK, LCFS COST, BRD LOW RACK, BRD HIGH RACK, BRD RACK AVG, UBD LOW RACK, UBD HIGH RACK, UBD RACK AVG, 5-DAY AVG.

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Table with columns: Item, Price. Rows include SPOKANE, WA, LOW RETAIL, AVG RETAIL, LOW RETAIL EX-TAX, AVG RETAIL EX-TAX.

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If they do in fact need a security deposit from us it'll be 22,333.33. Sorry I didn't carry a zero correctly when I talked to you on the phone

Thank you,

William Bushby
Coleman Oil Company
Pricing and Supply Analyst
Direct Line: 360.746.3479



2024 BID FUEL CHECK SHEET

| Specification | YES | NO |
|--|-----|----|
| <p>1. The Vendor will supply fuel to City vehicles from card lock operated dispensing centers. In the event of a power loss, the Vendor will provide generator backup for fuel dispensing and personnel to manually account for fuel dispensed within one hour of power outage. The Vendor must include proof with their bid proposal that a generator backup system is available and in place, and a description of how the system will be instituted within one hour of power outage.</p> | X | |
| <p>2. The Vendor must have one dispensing center located west of Highway 95 and north of Interstate 90. A second dispensing center must be located south of Interstate 90. The dispensing centers must be located within the city limits of Coeur d'Alene. One of the dispensing centers can be a convenience store, retail service station, etc. The price for fuel supplied to the City from this type of outlet will be adjusted downward to meet bid price if retail prices exceed bid price. Both dispensing centers must be accessible to City vehicles twenty-four (24) hours a day, 365 day a year, for dispensing of the following fuels: unleaded gasoline, dyed diesel and diesel #2, and (optional) diesel exhaust fluid. Both dispensing centers must have easy access for large vehicles and equipment. Dispensing centers must provide drive through capabilities for equipment of lengths up 50' long and 13'.6" in height with a minimum of 50' for turning capabilities.</p> | X | |
| <p>3. The fuels must be of a high quality grade, without condensation or other impurities that may impact the performance of City vehicles. Diesel fuel will be blended from October through March to meet a requirement of -20 degrees Fahrenheit without gelling.</p> | X | |
| <p>4. The Vendor must agree to random fuel testing to be done by an independent test firm of the City's choosing. The City reserves the right to request fuel testing, when deemed necessary by the City, up to four times a year. Fuel tanks will be made available for this purpose. The cost of this testing will be paid by the vendor. If the Vendor fails to promptly pay testing costs, City may, at City's sole discretion, deduct testing costs from vendor's fuel billing. Failure</p> | X | |

2024 BID FUEL CHECK SHEET

| | | |
|--|----------|--|
| <p>to cooperate with testing may result in preclusion from future bidding, or grounds for contract termination.</p> | <p>X</p> | |
| <p>5. A sufficient supply of cleaning materials must be maintained at each cardlock location, including paper towels, water, and "squeegee" device for cleaning windshields. A refuse container will also be provided. These cleaning supplies and refuse container must be located no more than five feet from the fuel pumps. The Vendor must include with their bid proposal proof of the existence and location of these cleaning supplies and refuse container.</p> | <p>X</p> | |
| <p>6. The City will require the Vendor to use a one-card system (gas card or equivalent) to report the following information, per vehicle, as follows:</p> <ul style="list-style-type: none"> (a) Date, time and site of each purchase (b) Vehicle ID (c) Driver identified by name/or card number (d) Odometer reading at the time of purchase (optional for user) (e) Miles driven between each fueling (with odometer reading) OPTIONAL (f) Miles per gallon for every transaction (with odometer) OPTIONAL (g) Cost per mile for every transaction (with odometer) OPTIONAL (h) Product purchased (i) Price per gallon (j) Gallons dispensed (k) All applicable taxes per transaction <p>7. The Vendor will supply one gas card for each individual/vehicle, and additional cards as requested by the City.</p> | <p>X</p> | |
| <p>8. The Fuel Services Vendor will provide monthly reports that allocate costs to appropriate City departments (e.g. Park & Rec., Police, Streets & Engineering, Fire, Stormwater, Water, Wastewater and others) and assist with data to support state fuel audits and other reporting requirements.</p> | <p>X</p> | |



Electrical Outage Contingency Plan

Coleman Oil Company has access to emergency generators in case of a power outage. We feel that the 1 hour requirement listed in the bid specification would not be reasonable to get something like this running. We'd like to propose using our fuel trucks as portable fueling stations should a power failure prevent our sites from operating. The above ground tanks at our Coeur d 'Alene bulk plant can supply fuel to our trucks even during a power failure. The trucks are equipped with meters and your billing would still show the fuel itemized by vehicle.

Cleaning Supply Information

All of the sites listed below should be in compliance with your requirements for cleaning materials. Coleman Oil Company owns site #4366 and #4367 and are responsible for all maintenance and supplies. The other sites listed below are owned by other companies, but we do not anticipate that you should experience any issues with these sites.

Available Sites



Site #4366

Coleman Oil Company
3500 Ramsey Rd.
Coeur D'Alene ID 83815
(208)799-2000

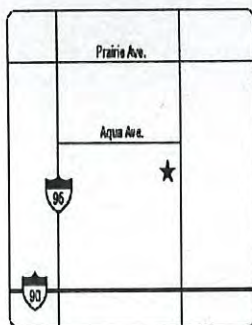
AF WD DD



Site #4367

Coleman Oil Company
108 Harrison Ave.
Coeur d 'Alene, ID 83814
(208)799-2000

AF DD



Site #4370

Dexco - Conoco
7415 N. Government Way
Coeur d 'Alene, ID 83815

POS AF MUL O CS PP A
H2O RR CAM

OTHER BUSINESS

CITY COUNCIL STAFF REPORT

DATE: August 20, 2024
FROM: Mike Becker, Capital Programs Manager, Wastewater Dept.
SUBJECT: Solids Building Improvements – Progress Update & Change Order #2

DECISION POINT: Should City Council approve Change Order #2 to the Solids Building Improvements Contract with Apollo, Inc., in the amount of \$1,179,999.78 and extend the contract completion date to May 30, 2025?

HISTORY: In accordance with the Wastewater Facility Plan, the Solids Building Improvement Project was designed to replace the obsolete belt filter press with a new larger centrifuge. This centrifuge provides operational redundancy and will increase the sludge dewatering capacity. The project also includes an enclosed building addition for biosolids cake conveyance, truck loadout and reducing the sewer odors at the south end of the city’s wastewater treatment facility.

As discussed after our previous Tertiary Membrane Filtration project, the Wastewater Department is bringing change orders before the City Council throughout the construction project rather than one change order presented at the end of the project. This report presents this project’s second change order.

FINANCIAL ANALYSIS: Itemized in the following tables, Change Order #2 comprises five (5) Change Proposal Requests (CPR) and seven (7) Work Change Directives (WCD):

| CPR No. | CPR Description | CPR Justification | CPR Price (\$) | CPR Time (Days) |
|---------|---|--|----------------|-----------------|
| 005 | Door 767A Credit | Removed sliding door inside nutrient feed room. Not needed. | \$ (432.60) | 0 |
| 006 | Conveyor Drop Modifications | Enlarge drop openings through floor + 3 drops for manual gates for future growth. | \$ 13,893.70 | 0 |
| 007 | Demo Belt Filter Press Recirculation Pump, Piping & Appurtenances | Remove wrong sized & unused BFP equipment to free up 2 nd floor workspace | \$ 8,685.28 | 0 |
| 008 | Buried Material Change from PVC Sch 80 to DI CL 50 pipe | Shallow bury and availability of PVC Sch. 80 material & fittings. | \$ 4,673.73 | 0 |
| 009 | Additional Manual Conveyor Gates | Add 3 Manual Gates to conveyors to remain operational during power outages. | \$ 25,326.91 | 0 |

Change Proposal Request Total: \$ 52,147.02 0 Days

CITY COUNCIL STAFF REPORT

| WCD No. | WCD Description | WCD Justification | WCD Price (\$) | WCD Time (Days) |
|---------|--|--|----------------|-----------------|
| 002 | Storm Drain Outfall Reroute | Imported fill. Patch wet well Replace & relocate leaking SD pipe away from SBI. New MHs, Relocate H2O, Gas, power, duct banks, Fence & Landscaping | \$1,033,336.72 | 0 |
| 003 | Diverter Gate for GEA Centrifuge | New pneumatic diverter gate. BFP gate & drain not compatible with GEA | \$ 50,587.89 | 0 |
| 004 | Gas Burner & Site Power Light | Reroute electrical conduit, conductors, & duct bank to outside the SBI bldg footprint | \$ 17,956.58 | 0 |
| 006 | Demo Belt Filter Press | New containment curb and infill. BFP Curb not large enough. Won't drains. | \$ 13,342.36 | 0 |
| 007 | Relocation PPU 7510 | Credit to relocate the Polymer Feed Unit adjacent to wall. | \$ (1,724.10) | 0 |
| 008 | Centrifuge Items | Misc Parts & Labor. Discharge chute & drain modifications | \$ 7,884.93 | 0 |
| 009 | Natural Gas, 2W and 3W Waterline Revisions | Field modifications to improve conveyance of fluids for future growth. | \$ 6,468.39 | 0 |

| | | |
|---|------------------------|---------------|
| Work Change Directive Total: | \$ 1,127,852.76 | 0 Days |
| Change Proposal Request Total: | \$ 52,147.02 | 0 Days |
| Change Order #2 (SPR + WCD) Total: | \$1, 179,999.78 | 0 Days |

ADDITIONAL CONTRACT TIME

The Contractor's ability to meet the 330-day contract time has been affected by numerous unforeseen site conditions and equipment manufacturer, supplier and shipping delays. Original contract completion date was June 25, 2024. With the new MCC (Panel 7511) taking up to 72 weeks for delivery, the contractor has asked for a non-compensable time extension. This request is based on the February 2025 MCC delivery date plus the anticipated installation time. The new contract completion date is for May 30, 2025.

CITY COUNCIL STAFF REPORT

The following summarizes the financial breakdown for this project:

| | |
|---|------------------------|
| Total Budgeted Amount: | \$ 6,450,000.00 |
| General Contractor's Total Bid: | \$ 5,441,903.00 |
| Change Order #1 | \$ 224,305.92 |
| Change Order #2 | \$ 1,179,999.78 |
| Total Revised Contract Amount to date: | \$ 6,846,208.70 |

The Wastewater Department has funds available within our 2023/2024 Capital Replacement Reserve (031-022-4351-7200) to cover Change Order #2 costs.

PERFORMANCE ANALYSIS: The major portion of this change order resulted with the relocation of the Storm Drain Outfall. Constructed in 1937, the exposed joints in this 36-inch diameter concrete outfall pipe were found deteriorating and leaking into the surrounding ground. This makes for saturated unsuitable material our new building's foundation piles. Discovered 4-monthes into construction, replacing and relocating the outfall over redesigning the entire loadout building to another location within the facility property offered the greatest savings to the city. Ultimately, this outfall required being replaced and, in the future, it would not be easily done adjacent and under an existing building.

DECISION POINT/RECOMMENDATION: City Council should approve Change Order #2 to the Solids Building Improvements Contract with Apollo, Inc., in the amount of \$1,179,999.78 and extend the contract completion date to May 30, 2025.



CDA WASTEWATER DEPARTMENT

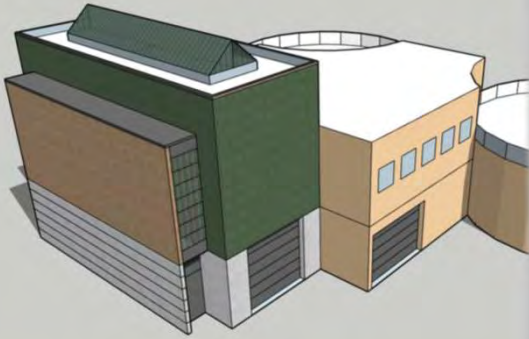


**SOLIDS BUILDING
IMPROVEMENTS
(SBI)**

CHANGE ORDER #2



SOLIDS BLDG. VIEW FROM N.I.C.



SOLIDS BLDG. VIEW FROM C-TRAIL



| CPR No. | CPR Description | CPR Justification | CPR Price (\$) | CPR Time (Days) |
|---------|---|--|----------------|-----------------|
| 005 | Door 767A Credit | Removed sliding door inside nutrient feed room. Not needed. | (\$432.60) | 0 |
| 006 | Conveyor Drop Modifications | Enlarge drop openings thru floor + 3 drops for manual gates for future growth. | \$13,893.70 | 0 |
| 007 | Demo Belt Filter Press Recirculation Pump, Piping & Appurtenances | Remove wrong sized & unused BFP equipment to free up 2 nd floor workspace | \$8,685.28 | 0 |
| 008 | Buried Material Change | Shallow bury and availability of PVC Sch. 80 material & fittings. | \$4,673.73 | 0 |
| 009 | Additional Manual Conveyor Gates | Add 3 Manual Gates to conveyors to remain operational during power outages. | \$25,326.91 | 0 |

CHANGE PROPOSAL REQUEST TOTAL: \$ 52,147.02



| WCD No. | WCD Description | WCD Justification | WCD Price | WCD Time (Days) |
|---------|--|--|----------------|-----------------|
| 002 | Storm Drain Outfall Reroute | Imported fill. Patch wet well Replace & relocate leaking SD pipe away from SBI. New MHs, Relocate H2O, Gas, power, duct banks, Fence & Landscaping | \$1,033,336.72 | 0 |
| 003 | Diverter Gate for GEA Centrifuge | New pneumatic diverter gate. BFP gate & drain not compatible with GEA | \$50,587.89 | 0 |
| 004 | Gas Burner & Site Power Light | Reroute electrical conduit, conductors, & duct bank to outside the SBI bldg footprint | \$17,956.58 | 0 |
| 006 | Demo Belt Filter Press | New containment curb and infill. BFP Curb not large enough. Won't drains. | \$13,342.36 | 0 |
| 007 | Relocation PPU 7510 | Credit to relocate the Polymer Feed Unit adjacent to wall. | (\$1,724.10) | 0 |
| 008 | Centrifuge Items | Misc. Parts & Labor. Discharge chute & drain modifications | \$7,884.93 | 0 |
| 009 | Natural Gas, 2W and 3W Waterline Revisions | Field modifications to improve conveyance of fluids for future growth. | \$6,468.39 | 0 |

WORK CHANGE DIRECTIVE TOTAL: \$ 1,127,852.76



PROJECT BREAKDOWN

| | |
|---|-----------------------|
| Total Budgeted Amount: | \$6,450,000.00 |
| General Contractor's Total Bid: | \$ 5,441,903.00 |
| Change Order #1 | \$224,305.92 |
| Change Order #2 | \$1,179,999.78 |
| Total Revised Contract Amount to date: | \$6,846,208.70 |



STORM DRAIN REPAIR



STAFF'S RECOMMENDATION:

**CITY COUNCIL SHOULD APPROVE CHANGE ORDER #2
TO THE SOLIDS BUILDING IMPROVEMENTS
CONTRACT WITH APOLLO, INC., IN THE AMOUNT OF
\$1,179,999.78 AND EXTEND THE CONTRACT
COMPLETION DATE TO MAY 30, 2025.**



QUESTIONS FOR STAFF?



RESOLUTION NO. 24-064

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING CHANGE ORDER #2 TO THE SOLIDS IMPROVEMENTS CONTRACT WITH APOLLO, INC., IN THE AMOUNT OF \$1,179,999.78 FOR RELOCATION OF THE STORM DRAIN OUTFALL AND OTHER ITEMS SPECIFIED IN EXHIBIT "A," AND EXTENSION OF THE CONTRACT COMPLETION DATE TO MAY 30, 2025.

WHEREAS, pursuant to Resolution No. 23-029, adopted the 2nd day of May, 2023, the City of Coeur d'Alene entered into a contract with Apollo, Inc., for the Wastewater Department's Solids Building Improvements Project; and

WHEREAS, pursuant to Resolution No. 24-006, adopted the 16th day of January, 2024, the City of Coeur d'Alene approved Change Order #1 to the contract with Apollo, Inc., for the Wastewater Department's Solids Building Improvements Project; and

WHEREAS, due to the discovery that there were leaks in the outfall pipe installed in 1937, the need to relocate the Storm Drain Outfall, and the Contractor's ability to meet the 330-day contract time after the discovery of numerous unforeseen site conditions, as well as equipment manufacturer, supplier and shipping delays, the Wastewater Department Director is requesting approval of Change Order #2 to the Solids Building Improvements Contract with Apollo, Inc., a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such Change Order be authorized.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes Change Order #2 to the contract with Apollo, Inc., pursuant to the Change Order attached hereto as Exhibit "A" and by this reference incorporated herein.

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

DATED this 20th day of August, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CHANGE ORDER NO.: 02

Owner: City of Coeur d' Alene
Engineer: HDR Engineering
Contractor: Apollo, Inc.
Project Name: Solids Building Improvements

Owner's Project No.:
Engineer's Project No.: 10249090
Contractor's Project No.:

Date Issued: July 24, 2024

Effective Date: July 24, 2024

The Contract is modified as follows upon execution of this Change Order:

Costs associated with CPRs listed below. See attached backup.

| <u>CPR</u> | <u>Description</u> | <u>Cost</u> | <u>Time</u> |
|-------------------------------|--|--------------|-------------|
| 005 | Door 767A | \$ (432.60) | 0 Days |
| 006 | Conveyor Drop Modifications | \$ 13,893.70 | 0 Days |
| 007 | Demo BFP Recirculation Pump, Piping & Appurtenances | \$ 8,685.28 | 0 Days |
| 008 | Buried Material Change | \$ 4,673.73 | 0 Days |
| 009 | Additional Manual Conveyor Gates | \$ 25,326.91 | 0 Days |
| CHANGE PROPOSAL REQUEST TOTAL | | \$ 52,147.02 | 0 Days |

| <u>WCD</u> | <u>Description</u> | <u>Cost</u> | <u>Time</u> |
|-----------------------------|-------------------------------|-----------------|-------------|
| 002 | Storm Drain Re-route | \$ 1,033,336.72 | 0 Days |
| 003 | Diverter Gate | \$ 50,587.89 | 0 Days |
| 004 | Gas Burner & Site Light Power | \$ 17,956.58 | 0 Days |
| 006 | Demo Belt Filter Press | \$ 13,342.36 | 0 Days |
| 007 | Relocation PPU 7510 | \$ (1,724.10) | 0 Days |
| 008 | Centrifuge Items | \$ 7,884.93 | 0 Days |
| 009 | NG, 2W & 3W Revisions | \$ 6,468.38 | 0 Days |
| WORK CHANGE DIRECTIVE TOTAL | | \$ 1,127,852.76 | 0 Days |
| CHANGE ORDER TOTAL | | \$ 1,179,999.78 | 0 Days |

ADDITIONAL CONTRACT TIME

Apollo, Inc. ability to meet the 300 calendar days required to achieve substantial completion and 330 calendar days for final payment set forth in Specification Section 00 52 13, Article 2.1 has been affected due to delayed delivery of the new MCC-7511. In addition, WCD 002 – Storm Drain Reroute and the existing Chlorine Contact Tank that was encountered below grade has affected the schedule. Lastly, contract time has been affected for structural and architectural modifications made to the existing solids truck loadout. Apollo, Inc. provided a time extension request extending substantial completion to 04/30/2025 and final payment to 05/30/2025. The request has been accepted by the Owner and Engineer.

Attachments:

Apollo, Inc. Request for Adjustment in Contract Times for Substantial Completion and Readiness for Final Payment
CPR 005, CPR 006, CPR 007, CPR 008, CPR 009
WCD 002, WCD 003, WCD 004, WCD 006, WCD 007, WCD 008, WCD 009

| Change in Contract Price | Change in Contract Times (days) |
|---|--|
| Original Contract Price: \$ <u>5,441,903.00</u> | Original Contract Times: Substantial Completion: <u>May 26, 2024</u> Ready for final payment: <u>June 25, 2024</u> |
| [Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1: \$ <u>224,305.92</u> | [Increase] [Decrease] from previously approved Change Orders No.0 to No. 1: Substantial Completion: <u>May 26, 2024</u> Ready for final payment: <u>June 25, 2024</u> |
| Contract Price prior to this Change Order: \$ <u>5,666,208.92</u> | Contract Times prior to this Change Order: Substantial Completion: <u>May 26, 2024</u> Ready for final payment: <u>June 25, 2024</u> |
| [Increase] [Decrease] this Change Order: \$ <u>1,179,999.78</u> | [Increase] [Decrease] this Change Order: Substantial Completion: <u>April 30, 2025</u> Ready for final payment: <u>May 30, 2025</u> |
| Contract Price incorporating this Change Order: \$ <u>6,846,208.70</u> | Contract Times with all approved Change Orders: Substantial Completion: <u>April 30, 2025</u> Ready for final payment: <u>May 30, 2025</u> |

Recommended by Engineer

By: 

Title: Construction Manager

Date: July 24, 2024

Accepted by Owner

James Hammond, Mayor, City of Coeur d'Alene

August 20, 2024

Accepted by Contractor

By: 

Title: Vice President

Date: 08/14/24

Renata McLeod, City Clerk

August 20, 2024

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

DATE: August 12, 2024

FROM: Renata McLeod, Municipal Services Director

SUBJECT: Pilot Project proposal from the Downtown Association for the Farmers Market

DECISION POINT: The City Council should discuss the proposal from the Downtown Association in consideration of staff comments and provide directions to staff on how to proceed.

HISTORY: There are several Code sections that regulate the consumption of alcohol (including beer and wine) in the City limits. Over the years, Council has added exemptions to the general prohibition of consumption of alcoholic beverages outside licensed establishments. The exemptions include permitted use of alcohol in gazebos and amphitheaters within certain parks, outdoor eating permits on City sidewalks adjacent to restaurants, Library fundraisers, wine tastings within special event permit areas, via a catering permit, and on non-motorized recreational vehicles as permitted by the City. However, the City has never allowed open containers City-wide.

Specifically, Municipal Code § 4.25.030 states that “No person shall possess any container, whether open or not, containing any beer, wine or other alcoholic beverage on any City owned, leased or maintained beach, natural area, park, parking facility, playground or play field.” This section specifically allows for permits for alcohol at the Riverstone Park gazebo and amphitheater, Jewett House, City Park and McEuen Park.

Municipal Code § 5.08.160 states that “No person shall consume any beer, wine or other alcoholic beverage or possess an open container of or containing any beer, wine or other alcoholic beverage on any public property, including public streets and alleys, within the City, or at any other place in the City, including any motor vehicle moving or stationary” with 10 exceptions, two of which are protected under State law (allowance at a private residence and licensed establishments). A third exception allows for testing and research at a certified forensic lab, although there are no such labs within the City. The other 7 exceptions concern law enforcement training, indoors at a private business serving free of charge, on a public sidewalk/right-of-way in conjunction with an outdoor eating permit, on a permitted non-motorized recreation vehicle, inside the Library for Library Foundation fundraising purposes, 1-½ ounce wine tastings at approved special event, and the generic phrase of “as otherwise permitted by this Code.” Otherwise, open containers on City properties/rights-of-way are not allowed.

Recently the Downtown Association (DTA) made a request to the City to consider another exemption to the Code (request attached) that would allow open containers for participants at the Farmer's Market that takes place every Wednesday between 4:00 and 7:00 p.m. on 5th Street from Front to Lakeside Avenues. Sherman Avenue is left open to vehicular traffic during this time. During discussions between the Municipal Services, Streets and Engineering, Police, and Fire Departments, and City Administration with the DTA, concerns were expressed about the leakage of open containers on to other areas of the Downtown and about public safety as staffing for law enforcement is already maxed out. The DTA noted that the sale of alcoholic beverages would provide another revenue source and allow for a unique atmosphere during the Farmer's Market. Additionally, it is the DTA's intention to see how this pilot project goes and possibly request an exemption for all the DTA-sponsored events in the future. In our discussions, it was requested by public safety that, at a minimum, fencing be required to designate the areas in which alcohol consumption would be allowed and that there would need to be security at the entrances/exits to ensure that alcohol does not leave the designated areas. Additionally, a Municipal Code amendment would need to be made to allow for the exemption, even though it is a pilot project.

The Police Department (PD) stated that the request sounds "reasonable." However, PD has two major concerns with this proposal. First, this would just be the beginning as the other Farmer's Markets and other events, etc., would likely also want an exception. The second concern is that the City already has a major issue with alcohol-related crimes and this will add to the problem. PD emphasized that it does not have adequate staffing for the summer months as it is. The following are some stats to help illustrate this point from July 8, 2023, through the present:

Warnings:

157 issued for alcohol offenses/open containers
2 issued for intoxication in roadway

Citations/Arrests:

49 citations issued for possession of alcohol under the age of 21.
22 citations issued for intoxication in roadway (I.C. § 49-1426)
95 citations issued for alcohol offenses/open containers (M.C. § 615.5.08.160A)
34 arrests for alcohol offenses/open containers

The Prosecutor's Office felt that the trial/pilot program could be contained as a single exception and other requests would not have to be approved. Additionally, this trial might help alleviate the issues with alcohol-related crimes, as opposed to exacerbate them, by providing an outlet for people to congregate outside in the downtown corridor with open containers without risking citation. This may incentivize people who were considering doing it illicitly to, instead, opt for the "legalized" option instead. However, time would tell through the experience of the pilot program.

The City Attorney has expressed concern based on anecdotal tales of what allowing open containers has done in other communities. Communities such as Moscow, Idaho and Bend, Oregon have had problems. In addition, the proposal seems to be a solution in search of a problem. It hasn't been the public seeking to legalize open containers on public property, but the DTA. The

City has always prided itself on being a family-oriented community. Allowing open containers in public, it could be argued, might change the City from a family-oriented community to an adult-oriented community. The City Attorney notes that minors are not allowed in bars, and this proposal would instead bring the alcohol consumption to the minors.

FINANCIAL ANALYSIS: It is unknown if there will be additional law enforcement or prosecution expenses at this time. Any costs associated with required fencing/conditions will be paid by the DTA.

PERFORMANCE ANALYSIS: If the Council wishes to proceed with the pilot project request, please direct staff regarding the Code amendment language and conditions to be included in the open container law.

DECISION POINT/RECOMMENDATION: The City Council should discuss the proposal from the DTA, consider staff comments, and provide direction to staff on how to proceed.



Proposal for Open Container Trial at 5th Street Farmers Market

Objective: To evaluate the feasibility and impact of allowing open containers of alcohol in a controlled environment during the 5th Street Farmers Market in downtown Coeur d'Alene.

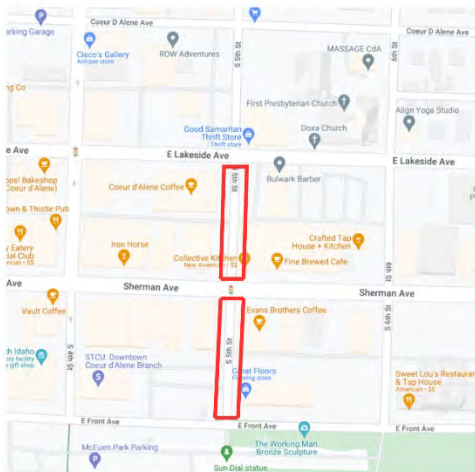
Background: The 5th Street Farmers Market is a popular community event that draws residents and visitors to downtown Coeur d'Alene. To enhance the market experience and support local businesses, we propose a trial period during which patrons can legally purchase, carry, and consume alcoholic beverages within a designated area.

Scope of the Trial:

- **Duration:** The trial will run weekly on Wednesdays until the end of the 2024 Market Season, starting from approval to September 25, with the additional Harvest Market on October 19.
- **Location:** The designated open container area will be confined to the 5th Street Farmers Market boundaries, defined as 5th Street between Front Avenue and Lakeside Avenue.
- **Hours:** Open container permissions will be in effect during the market's operating hours, weekly on Wednesdays from 4pm to 7pm.

Regulations:

1. **Designated Area:** Alcohol consumption will only be allowed within the clearly marked boundaries of the market using mesh fencing and the backs of vendor booths within the designated area on the map below and in the Farmers Market Layout Map in appendix i.



2. **Identification and Wristbands:** Patrons wishing to consume alcohol must show valid identification to verify the legal drinking age and will be issued wristbands.
3. **Beverage Containers:** Only beverages purchased from licensed 5th St Farmers Market vendors within the market can be consumed. Drinks must be served in designated recyclable cups – no alternative containers will be permitted. The standard drink pour is 16 oz.
4. **Approved Vendors:** Only license holding 5th Street Farmers Market vendors will be allowed to serve Beer, Wine and N/A options ONLY. No liquor will be permitted. Downtown businesses will be given the first right of refusal to come and serve the market.



5. **Monitoring and Enforcement:** Event personnel will monitor ingress and egress points to ensure compliance with regulations. Violations will result in removal from the market and potential fines.

Goals:

6. **Economic Impact:** Boost sales for 5th Street Farmers Market vendors & Downtown Businesses by attracting more visitors and encouraging longer stays.
7. **Community Engagement:** Create a vibrant and enjoyable atmosphere that enhances the community experience.
8. **Safety and Compliance:** Ensure the trial runs smoothly with minimal incidents through effective regulation and enforcement.

Evaluation:

- **Data Collection:** Track sales data from vendors, foot traffic, and any incidents or complaints reported during the trial.
- **Surveys:** Conduct surveys with market patrons, vendors, and nearby businesses to gather feedback on the trial.
- **Review Meetings:** Hold regular meetings with stakeholders, including local law enforcement, city officials, and market organizers, to review the trial's progress and address any issues.

Conclusion: This trial will provide valuable insights into the potential benefits and challenges of allowing open containers in the Downtown Coeur d'Alene corridor for special events. By implementing regulations and closely monitoring the trial, we aim to create a safe, enjoyable, and economically beneficial environment for all participants that could be expanded to other downtown events.

Next Steps:

9. **Approval:** Seek approval from the Coeur d'Alene City Council and other relevant authorities.
10. **Coordination:** Coordinate with market organizers, local businesses, and law enforcement to finalize logistics.
11. **Promotion:** Develop a marketing plan to inform the public about the trial and its guidelines.

Contacts:

- **Project Lead:** Coeur d'Alene Downtown Association.
- **Market Organizer:** Howdy from Idaho LLC, Tanden Launder.

— Traffic Barricade
— Mesh Alcohol Fence



4imprint

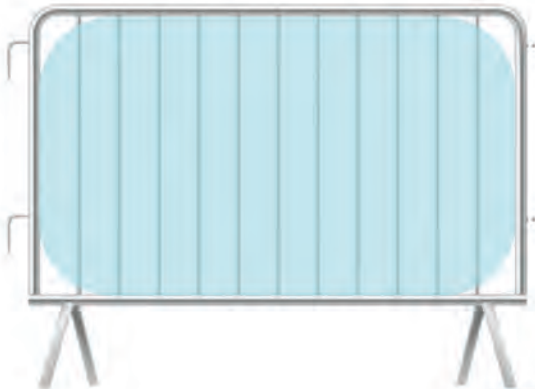
MOOD STADIUM CUP - 17OZ.

WRAP: 3"H x 8"W



CUPS CHANGE COLOR
WHEN FILLED WITH
LIQUID





NO ALCOHOL PAST
THIS POINT
SHOP DINE PLAY STAY

DOWNTOWN
COEUR D'ALENE
100 Wondrous Shops, 1 Unique Locale



example



5th & Lakeside example

CITY COUNCIL STAFF REPORT

DATE: AUGUST 20, 2024

FROM: KATIE EBNER, FINANCE DIRECTOR/TREASURER

SUBJECT: AMENDMENT TO THE 2023-2024 FISCAL YEAR APPROPRIATIONS
(BUDGET)

DECISION POINT: Should the Council approve the proposed amendments to the Fiscal Year 2023-24 Budget to reflect updated revenue projections and expenditure requirements?

HISTORY: The City Council annually amends the original appropriations ordinance for unanticipated expenditures.

FINANCIAL ANALYSIS: Idaho Code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts an amendment or amendments to the appropriation's ordinance.

Revenue Adjustments

The projected revenues have been adjusted upward by \$11,734,933, incorporating both unanticipated income and the use of Fund Balance from carryovers or one-time costs previously approved by the Council. Key adjustments to revenues include:

- **Electricity Franchise Revenues:** Increased by \$130,000.
- **Grants (Federal and Miscellaneous):** Increased by \$2,822,542 due to additional grant awards made after the budget was set.
- **Interest Earnings:** Increased by \$249,084 due to higher than anticipated interest rates on the City's reserves.
- **Proceeds on Lease:** New revenue of \$722,735.
- **ICRMP Claim Payment:** New revenue of \$752,894 recognized in FY24 from a claim from ICRMP for the fire at the Police Department outbuilding.

Expenditure Adjustments

The total budgeted General Fund expenditures have been increased by \$11,734,933. Significant adjustments include:

- **Public Safety:** An additional \$5,230,773 was allocated to the Police and Fire Departments, however \$5M of these costs are one-time costs in FY24. \$732,000 are related to the Police Department outbuilding fire, and \$4.3M is to reflect the total costs of the expansion of the Police Department.
- **Street Department:** Just over \$1M was allocated for the remodel of the Streets Department building, and just over \$700k for Street Overlay projects approved in the fiscal year.
- **All other funds:** The Wastewater Department's budget was adjusted by \$1.8M, to cover for the Treatment Operations building remodel, a sewer replacement, and the Solids Building improvements.
- **Other Cost Increases:** The remaining cost increases in the General Fund include various unanticipated expenses such as staff overtime, separation payments for accrued comp time, vacation, and retirement sick leave payouts, spending from new grant awards, and the continuation of project expenses carried over from the previous year.

PERFORMANCE ANALYSIS: These budget amendments are necessary to ensure that the City of Coeur d'Alene can continue to provide essential services and maintain its infrastructure. The amendments also reflect the City's commitment to transparency and fiscal responsibility by accurately updating the budget to reflect current financial realities.

DECISION POINT: Council should approve Resolution No. 24-065 amending the Fiscal Year 2023-24 Budget to increase the budget by a total of \$11,734,933.

CITY OF COEUR D'ALENE

FY23-24 AMENDED BUDGET RESOLUTION STAFF REPORT

AUGUST 20, 2024



STAFF REPORT
FOCUS

Revenues

- Updates to
FY24
Revenues

Expenditures

- Updates to
FY24
Expenditures

UPDATES TO REVENUES

UPDATES
TO
REVENUES

General Fund Revenue Changes

| Revenue Category | Budgeted | Projected | Increase |
|------------------------------------|----------------------|----------------------|---------------------|
| Electricity | 2,507,000 | 2,637,000 | 130,000 |
| Short Term Rentals | 100,000 | 120,000 | 20,000 |
| Building Inspection | 1,700,000 | 1,800,000 | 100,000 |
| Grants - Federal and Miscellaneous | 1,887,985 | 4,710,527 | 2,822,542 |
| Late Fees on Utility | 42,000 | 67,000 | 25,000 |
| Interest Earnings | 428,283 | 677,367 | 249,084 |
| Surplus Sale | 18,000 | 56,000 | 38,000 |
| Proceeds on Lease | - | 722,735 | 722,735 |
| ICRMP Claim Payment | - | 752,894 | 752,894 |
| Transfers In (Impact Fees) | 1,318,660 | 1,796,660 | 478,000 |
| Designated Fund Balance | 3,318,893 | 5,605,473 | 2,286,580 |
| Fund Balance | 1,048,633 | 2,212,633 | 1,164,000 |
| Total | \$ 12,369,454 | \$ 21,158,289 | \$ 8,788,835 |

UPDATES TO EXPENDITURES

UPDATES TO
EXPENDITURES
– GENERAL
FUND

Finance

| Event Description | Amount | Funding Source |
|--------------------|------------------|----------------------|
| Separation Payouts | 48,925 | General Fund Revenue |
| Total | \$ 48,925 | |

Municipal Services

| Event Description | Amount | Funding Source |
|----------------------|-------------------|--------------------------|
| City Wide Automation | 167,715 | Carryover - Fund Balance |
| City Wide Automation | 170,028 | Carryover - Fund Balance |
| PD Building Fire | 5,000 | ICRMP |
| PD Building Fire | 15,000 | ICRMP |
| Total | \$ 357,743 | |

Legal

| Event Description | Amount | Funding Source |
|--|-------------------|--------------------------|
| Separation Payout | 22,721 | General Revenues |
| Technology Carryover for Karpel Software | 58,858 | Carryover - Fund Balance |
| Professional Services | 30,000 | General Revenues |
| Total | \$ 111,579 | |

Building Department

| Event Description | Amount | Funding Source |
|----------------------------------|-------------------|--------------------------|
| Street Department Flooring | 57,612 | Carryover - Fund Balance |
| Emergency City Hall roof repairs | 94,727 | General Revenues |
| Total | \$ 152,339 | |

UPDATES TO
EXPENDITURES
– GENERAL
FUND

Fire Department

| Event Description | Amount | Funding Source |
|-----------------------------|-------------------|------------------|
| Constant Staffing | 200,000 | General Revenues |
| SHSP 2021 Grant | 14,000 | Grant |
| SHSP 2022 Grant | 3,461 | Grant |
| SHSP 2022 Grant | 5,802 | Grant |
| Unexpected Fire Boat Repair | 12,000 | General Revenues |
| Total | \$ 235,263 | |

Police Department

| Event Description | Amount | Funding Source |
|--|-------------------|--------------------------|
| VA Grant | 1,984 | Grant |
| LEL Grants | 7,000 | Grant |
| BVP Grant Reimb | 12,714 | Grant |
| Internet Crimes Against Children (ICAC) Grant | 50,500 | Grant |
| FARO Grant | 21,880 | Grant |
| E-bikes Grant | 31,770 | Grant |
| Police Vehicle hit by drunk driver in September 2023 | 7,000 | General Revenues |
| Tuition reimbursement per contract | 16,000 | Carryover - Fund Balance |
| Vehicle Equipment Carryover | 33,600 | Carryover - Fund Balance |
| Total | \$ 182,448 | |

One-time Budgetary Events:

| Event Description | Amount | Funding Source |
|--|---------------------|----------------|
| Expansion | 2,673,431 | Grant |
| Expansion | 1,164,000 | Fund Balance |
| Expansion | 478,000 | Impact Fees |
| Fire damage building & contents | 350,000 | ICRMP |
| Fire damage vehicles | 365,500 | ICRMP |
| Police Vehicle hit by drunk driver in September 2023 | 17,394 | ICRMP |
| Total | \$ 5,048,325 | |

UPDATES TO
EXPENDITURES
– GENERAL
FUND

Streets

| Event Description | Amount | Funding Source |
|-------------------|---------------------|--------------------------|
| Overtime | 23,854 | General Revenues |
| Overlay | 396,106 | Carryover - Fund Balance |
| Overlay | 330,633 | Carryover - Fund Balance |
| 3 Leased Loaders | 722,735 | Lease Proceeds |
| Total | \$ 1,473,328 | |

One-time Budgetary Events:

| Event Description | Amount | Funding Source |
|-------------------|---------------------|--------------------------|
| Remodel | 1,056,028 | Carryover - Fund Balance |
| Total | \$ 1,056,028 | |

Parks

| Event Description | Amount | Funding Source |
|-------------------------------------|------------------|------------------|
| Canfield Sports Complex - well pump | 12,596 | General Revenues |
| Separation Payouts | 75,034 | General Revenues |
| Total | \$ 87,630 | |

Recreation

| Event Description | Amount | Funding Source |
|-------------------|------------------|------------------|
| Separation Payout | 35,227 | General Revenues |
| Total | \$ 35,227 | |

Grand Total General Fund Expenditure Changes **\$ 8,788,835**

UPDATES TO
EXPENDITURES
– ALL OTHER
FUNDS

All Other Funds

Library

| Event Description | Amount | Funding Source |
|---------------------|-----------------|----------------|
| Grant - Chromebooks | 8,000 | Grant |
| Total | \$ 8,000 | |

Impact Fees

| Event Description | Amount |
|---|-------------------|
| Impact Fee Study | 18,190 |
| Transfer to Wilbur Ramsey Signal Project | 142,300 |
| Transfer to LaCrosse Project | 50,000 |
| Transfer to Government Way Signal Improvement Project | 45,000 |
| Transfer to Police Station Expansion | 478,000 |
| Total | \$ 733,490 |

Street Capital Projects

| Event Description | Amount |
|---|-------------|
| LaCrosse Project | 80,000 |
| Public Transit - Sidewalk Access | 115,000 |
| Government Way Signal Improvement Project | 282,000 |
| Atlas - Kathleen to Newbrook | (477,000) |
| Total | \$ - |

UPDATES TO
EXPENDITURES
– ALL OTHER
FUNDS

Water Department

| Event Description | Amount |
|--|-------------------|
| MARS test bench recalibration software | 50,000 |
| Meter Replacement - Budgeted in FY23, but purchase completed | 142,408 |
| Total | \$ 192,408 |

Jewett House

| Event Description | Amount |
|--------------------------------|-------------------|
| Garage replacement - carryover | 151,000 |
| Electrical Upgrades | 9,200 |
| Total | \$ 160,200 |

Parks Capital Improvement

| Event Description | Amount |
|--|------------------|
| Parks Capital Improvements - 2022 Children's Pedestrian Safety Grant - Carryover | 22,000 |
| Total | \$ 22,000 |

Wastewater

| Event Description | Amount |
|------------------------------|---------------------|
| Treat. Ops Remodel | 325,000 |
| Solids Building Improvements | 1,200,000 |
| Sewer Replacement | 305,000 |
| Total | \$ 1,830,000 |



UPDATES TO
EXPENDITURES
– ALL OTHER
FUNDS

Grand Total Expenditure Changes

\$ 11,734,933

COUNCIL Q&A / DISCUSSION



RESOLUTION NO. 24-065

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, SETTING A PUBLIC HEARING FOR THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2023-2024 AND PROVIDING NOTICE OF THE TIME AND PLACE OF SAID HEARING, INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, A STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code § 50-1003, for the City Council of the City of Coeur d’Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d’Alene that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d’Alene for the fiscal year beginning October 1, 2023:

| | FY 2023-24 BUDGET | FY 2023-24 AMENDED BUDGET |
|---|------------------------------|--|
| GENERAL FUND EXPENDITURES: | | |
| Mayor and Council | \$276,433 | \$276,433 |
| Administration | 243,758 | \$243,758 |
| Finance Department | 1,561,709 | \$1,610,634 |
| Municipal Services | 2,594,685 | \$2,952,428 |
| Human Resources | 499,205 | \$499,205 |
| Legal Department | 1,380,913 | \$1,492,492 |
| Planning Department | 809,813 | \$809,813 |
| Building Maintenance | 701,812 | \$854,151 |
| Police Department | 21,930,655 | \$27,161,428 |
| Fire Department | 13,587,337 | \$13,822,600 |
| General Government | 2,019,067 | \$2,019,067 |
| Streets and Engineering | 7,241,065 | \$9,770,421 |
| Parks Department | 3,012,992 | \$3,100,622 |
| Recreation Department | 829,325 | \$864,552 |
| Building Inspection | 1,146,742 | \$1,146,742 |
| TOTAL GENERAL FUND EXPENDITURES: | <u>\$57,835,511</u> | <u>\$66,624,346</u> |

| | FY 2023-24 BUDGET | FY 2023-24 AMENDED BUDGET |
|---|------------------------------|--|
| SPECIAL REVENUE FUND EXPENDITURES: | | |
| Library Fund | \$2,058,968 | \$2,066,968 |
| Community Development Block Grant | 389,963 | \$389,963 |
| Impact Fee Fund | 63,000 | \$796,490 |
| Parks Capital Improvements | 710,060 | \$732,060 |
| Annexation Fee Fund | 520,000 | \$520,000 |
| Cemetery Fund | 365,309 | \$365,309 |
| Cemetery Perpetual Care Fund | 4,500 | \$4,500 |
| Jewett House | 28,615 | \$188,815 |
| Reforestation/Street Trees/Community Canopy | 120,000 | \$120,000 |
| Public Art Funds | 239,500 | \$239,500 |
| TOTAL SPECIAL FUNDS: | <u>\$4,499,915</u> | <u>\$5,423,605</u> |
| ENTERPRISE FUND EXPENDITURES: | | |
| Street Lighting Fund | \$760,200 | \$760,200 |
| Water Fund | 14,471,783 | \$14,664,191 |
| Wastewater Fund | 27,832,627 | \$29,662,627 |
| Wastewater Property Management | | |
| Water Cap Fee Fund | 3,000,000 | \$3,000,000 |
| WWTP Cap Fees Fund | 3,499,100 | \$3,499,100 |
| Sanitation Fund | 5,315,582 | \$5,315,582 |
| City Parking Fund | 1,778,929 | \$1,778,929 |
| Drainage | 2,594,890 | \$2,594,890 |
| TOTAL ENTERPRISE EXPENDITURES: | <u>\$59,253,111</u> | <u>\$61,275,519</u> |
| FIDUCIARY FUNDS: | \$3,447,200 | \$3,447,200 |
| CAPITAL PROJECTS FUNDS: | 4,598,573 | \$4,598,573 |
| DEBT SERVICE FUNDS: | 876,307 | \$876,307 |
| GRAND TOTAL OF ALL EXPENDITURES: | <u>\$130,510,617</u> | <u>\$142,245,550</u> |

| | FY 2023-24 BUDGET | FY 2023-24 AMENDED BUDGET |
|---|------------------------------|--|
| ESTIMATED OTHER REVENUES: | | |
| Interfund Transfers | \$12,350,466 | \$12,828,466 |
| Beginning Balance | 25,526,577 | \$30,807,157 |
| Other Revenue: | | |
| General Fund | 25,292,793 | \$30,153,048 |
| Library Fund | 64,533 | \$72,533 |
| Community Development Block Grant | 389,963 | \$389,963 |
| Parks Capital Improvement Fund | 587,000 | \$609,000 |
| Cemetery | 264,435 | \$264,435 |
| Annexation Fee Fund | - | |
| Impact Fee Fund | 675,000 | \$1,408,490 |
| Cemetery Perpetual Care Fund | 7,000 | \$7,000 |
| Jewett House | 28,000 | \$188,200 |
| Street Trees | 52,000 | \$52,000 |
| Community Canopy | 1,500 | \$1,500 |
| Public Art Funds | 18,500 | \$18,500 |
| Street Lighting Fund | 725,000 | \$725,000 |
| Water Fund | 7,607,038 | \$7,799,446 |
| Wastewater Fund | 15,957,210 | \$15,957,210 |
| Wastewater Property Management | | |
| Water Capitalization Fees | 1,180,200 | \$1,180,200 |
| WWTP Capitalization Fees | 1,999,100 | \$1,999,100 |
| Sanitation Fund | 4,690,000 | \$4,690,000 |
| City Parking Fund | 1,000,000 | \$1,000,000 |
| Drainage | 1,990,890 | \$1,990,890 |
| Fiduciary Funds | 3,247,200 | \$3,247,200 |
| Capital Projects Fund | 2,565,306 | \$2,565,306 |
| TOTAL REVENUE OTHER THAN PROPERTY TAXES: | <u>\$106,219,711</u> | <u>\$117,954,644</u> |
| SUMMARY: | FY 2023-24 BUDGET | FY 2023-24 AMENDED BUDGET |
| PROPERTY TAXES | \$27,471,334 | \$27,471,334 |
| OTHER THAN PROPERTY TAXES | <u>106,219,711</u> | <u>117,954,644</u> |
| TOTAL ESTIMATED REVENUES | <u>\$133,691,045</u> | <u>\$145,425,978</u> |

BE IT FURTHER RESOLVED that the budget be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 28, 2024 and September 4, 2024.

BE IT FURTHER RESOLVED that a Public Hearing on the said amended Budget be held on the 17th day of September, 2024, at the hour of 6:00 o'clock p.m., at which time any interested person may appear and show cause, if any he/she has, why the proposed amended Budget should or should not be adopted.

DATED this 20th day of August, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

DATE: **AUGUST 20, 2024**

FROM: **SHERRIE BADERTSCHER, COMMUNITY DEVELOPMENT
SPECIALIST, AND
HILARY PATTERSON, COMMUNITY PLANNING DIRECTOR**

SUBJECT: **APPROVAL OF COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) SUBSTANTIAL AMENDMENT FOR ACTION PLAN YEAR 2023**

DECISION POINT: Should City Council Authorize the Submittal to the U.S. Department of Housing and Urban Development a Substantial Amendment of CDBG Plan Year 2023's Annual Action Plan?

HISTORY: The Community Development Block Grant (CDBG) regulations require a substantial amendment be completed if there are line-item changes that total more than 20% of the total budget or when new projects are funded that were not included within the Plan Year's Annual Action Plan (AAP). Pursuant to HUD requirements and the City of Coeur d'Alene's (CITY) Citizen Participation Plan, the CITY published the notice of Plan Year 2023 (PY23) Annual Action Plan -Substantial Amendment, opportunity to provide public comment period, and public hearing on July 5, and July 19, 2024. The public comment period is open from July 19, 2024 through August 20, 2024. The CITY's HUD allocation for PY23 is \$358,560.00, and proposed PY23 AAP amendments are detailed below and are shown in the budget on page 2 of this report:

- Add the Annual Goal of Public Facility Rehabilitation and Provide Funding in the Amount of \$201,848.00
- Reduce Funding for the Affordable For-Sale and For-Rent Housing Goal from \$158,064.00 to \$0.00
- Reduce Funding for Rental Subsidies from \$43,784.00 to \$0.00

These amendments allow for the allocation of funds for Public Facility Rehabilitation through the CITY's Community Opportunity Grant Program. Each year, the CITY manages an annual Community Opportunity Grant which utilizes funds received from HUD. Proposals are accepted for projects benefiting low-to-moderate income Coeur d'Alene residents and neighborhoods. The City advertised the Notice of Funding Availability, held an educational workshop, and the Volunteer Ad Hoc Committee met, reviewed the proposals, and have made funding recommendations for Public Facility Rehabilitation projects which are being brought forward to Council under a separate agenda item.

FINANCIAL ANALYSIS:

| PY23 AAP Revised Budget | | | Prior Funding | Proposed Funding | |
|--|--------------------------|--------------------------|----------------------------|----------------------------|--|
| ALLOCATION | <u>% of Funds</u> | <u>% of Funds</u> | <u>\$358,560.00</u> | <u>\$358,560.00</u> | Explanation |
| ADMINISTRATION | <u>20.0%</u> | <u>20.0%</u> | <u>\$71,712.00</u> | <u>\$71,712.00</u> | Staff wages and benefits, advertising, office supplies, Fair Housing activities, travel, training, etc. |
| EMRAP | <u>21%</u> | <u>21%</u> | <u>\$75,000.00</u> | <u>\$75,000.00</u> | Available for home revitalization including emergency minor home repairs for LMI homeowners |
| RENTAL SUBSIDIES | <u>12%</u> | <u>0%</u> | <u>\$43,784.00</u> | <u>\$0.00</u> | Public Service funds targeted to support rental subsistence activities |
| MEALS ON WHEELS | <u>3%</u> | <u>3%</u> | <u>\$10,000.00</u> | <u>\$10,000.00</u> | Public Service Activity- Lake City Center |
| AFFORDABLE HOUSING SUPPORT | <u>44%</u> | <u>0%</u> | <u>\$158,064.00</u> | <u>\$0.00</u> | Support for Affordable Housing including acquisition, downpayment and closing cost assistance and residential property rehabilitation activities |
| PUBLIC FACILITY REHABILITATION-HOMELESS FACILITIES | <u>0.0%</u> | <u>56%</u> | <u>\$0.00</u> | <u>\$201,848.00</u> | Public Facility Rehabilitation at SVdP and Safe Passage |
| TOTAL | <u>100.0%</u> | <u>100.0%</u> | <u>\$358,560.00</u> | <u>\$358,560.00</u> | |

PERFORMANCE ANALYSIS:

Through the CDBG program, the CITY has sought solutions which would increase the amount of affordable housing in the community, yet there are few options available with the small amount of grant funds received through the CDBG allocation. Each year, the CITY will continue to seek proposals to support affordable housing through its Community Opportunity Grant process.

DECISION POINT/RECOMMENDATION: City Council should authorize staff to submit to HUD the Substantial Amendment for the CDBG Plan Year 2023 Annual Action Plan.

City of Coeur d'Alene CDBG 2023 Annual Action Plan Substantial Amendment

PRESENTATION TO THE MAYOR AND CITY COUNCIL

AND

PUBLIC HEARING

August 20, 2024



1

Tonight's Request:

- ▶ Approve the City's submittal to HUD of the 2023 Annual Action Plan-Substantial Amendment

2



Overview

- ❖ Background
- ❖ PY23 AAP Substantial Amendment
- ❖ Key Terms
- ❖ Selecting Activities
- ❖ Citizen Participation
- ❖ 2023 Annual Action Plan Revised Budget
- ❖ Opportunity for Public Comment (*Public Hearing*)
- ❖ Decision Point

3



Background

- ❖ The City's Community Development Block Grant (CDBG) is a grant from the Housing and Urban Development Agency (HUD) to support low-to-moderate income (LMI) Coeur d'Alene residents through specific allowable activities
- ❖ The City first became eligible to receive CDBG funds in 2007

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AAP Substantial Amendment

- ▶ CDBG regulations require a Substantial Amendment be completed if there are line-item changes which total more than 20% of the total budget, or when new projects are funded which were not included in the Plan Year's AAP.

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AAP Substantial Amendment

Proposed PY23 AAP Amendments:

- Add the Annual Goal of Public Facility Rehabilitation and Provide Funding in the Amount of \$201,848.00
- Reduce Funding for the Affordable For-Sale and For-Rent Housing Goal from \$158,064.00 to \$0.00
- Reduce Funding for Rental Subsidies from \$43,784.00 to \$0.00

These amendments allow for the allocation of funds for Public Facility Rehabilitation through the Community Opportunity Grant Program.

6



CDBG Key Terms

- ❖ **LMI:** Low-to-Moderate Income: HUD designation of households whose total earnings are based on 30%, 50%, and 80% of the yearly area median income.

HUD's **2024 Median Income** determination for Kootenai County:
\$97,300 (based on a family of 4)

- ❖ **National Objective:**
 - ❖ Benefit to LMI persons
 - ❖ Aid in the prevention of slum and blight
 - ❖ Meet an urgent need

7



Selecting Activities Each Year

- ❑ Activities must meet a **National Objective:**
 - Benefit to LMI persons
 - Aid in the prevention of slum and blight
 - Meet an urgent need
- ❑ Activities must meet the Annual Action Plan and Consolidated Plan Goals and be a HUD approved activity.
- ❑ When choosing activities to fund, consideration is given by capacity of City staffing, size of community and amount of allocation, and capacity of sub-recipient organizations.

8



CDBG Eligible Activities

- ❖ Acquisition of Real Property
- ❖ Relocation and Demolition
- ❖ Rehabilitation of Residential and Non-Residential Structures
- ❖ Construction of Public Facilities and Improvements
- ❖ Public Services (maximum 15% of annual allocation)

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Consolidated Planning Goals for 2023-2027

1. Maintain and Increase Housing Stock
2. Public Facility and Infrastructure Projects
3. Public Services
4. Homelessness Assistance
5. Economic Development

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Citizen Participation

Comprised of a 30-Day Public Comment Period and Public Hearing:

- ✓ Advertised: Coeur d’Alene Press notices, Public Education and Government Channel Ads (CDA-TV), City Facebook and website updates, and email communications to 170+ community stakeholders.



Revised 2023 AAP Budget

Based on Funding of \$358,560

| 2023 Funding | Project |
|------------------------|---|
| \$10,000 (3%) | Lake City Center “Meals on Wheels” |
| \$75,000 (43%) | Emergency Minor Home Repair and Accessibility Program (EMRAP) |
| \$201,848 (34%) | Community Opportunity Grants – Public Facility Improvements |
| \$71,712 (20%) | Administration (Employee wages and benefits, administration of EMRAP program, travel and training expenses, advertising, supplies, support of Fair Housing Activities—Subject to 20% cap of annual allocation budget) |
| \$358,560 | Grant Total |



Tonight's Actions

- Questions About the Amended 2023 AAP?
- Public Hearing Inviting Public Comments
- City Council Decision Point:
Approve the Submittal of the 2023 Annual Action Plan-
Substantial Amendment to HUD for Official Review.

13



QUESTIONS?

14



**CITY COUNCIL
STAFF REPORT**

DATE: AUGUST 20, 2024

FROM: SHERRIE BADERTSCHER, COMMUNITY DEVELOPMENT SPECIALIST
HILARY PATTERSON, COMMUNITY PLANNING DIRECTOR

SUBJECT: APPROVAL OF CDBG PLAN YEAR 2023 COMMUNITY
OPPORTUNITY GRANT FUNDING AGREEMENTS WITH ST VINCENT
DE PAUL AND SAFE PASSAGE

DECISION POINT: Should City Council authorize staff to enter into Community Development Block Grant Plan Year 23 funding award agreements with St. Vincent de Paul and Safe Passage?

HISTORY:

Each year, the City manages an annual Community Opportunity Grant which utilizes funds received from the U.S. Department of Housing and Urban Development (HUD) CDBG program. Proposals are accepted for projects benefiting low-to-moderate income Coeur d'Alene residents and neighborhoods.

The City's HUD allocation for PY23 is \$358,560.00, of which \$201,848.00 is budgeted for Community Opportunity Grants. On March 17, and March 31, 2023, the Notice of Funding was published and six (6) grant applications were received. The Volunteer Ad Hoc Grant Review Committee (Committee) met on May 10, 2023, and reviewed the applications. The Committee included the following participants: Council Member Woody McEvers, Lindsay Allen (Representative of the Coeur d'Alene Association of Realtors), Pamela Bates (Volunteer Senior Service Coordinator), and Jon Ingalls (Planning Commission and Design Review Commission member) who was out of town and unable to participate. The Committee's recommendation included using all grant funding for the land acquisition and planning costs related to a proposed 269-unit affordable local worker housing development. Unfortunately, the non-profit organization which was recommended to receive the grant funds was unable to move forward as they were unable to secure the land needed for the project.

On May 10, 2024, and May 24, 2024, the City advertised the Notice of Funding with request for proposals for the reopened PY23 Community Opportunity Grant. Additionally, the funding availability notice was posted to the City's webpage, Facebook, CDA-TV, and shared via direct phone calls, flyers, and group emails to all 170+ people on the stakeholders list, which includes many service organizations and interested parties that specifically provide services to low-to-moderate income citizens. An in-person Educational Workshop was held on June 6, 2024. The workshop was publicly advertised, and those in attendance were provided information on CDBG eligibility overview and technical assistance. The grant application cycle was open from May 10 through June 21, 2024.

The Committee met again on June 26, 2024, to review and rate the new applications/proposals. Committee member Pamela Bates was out of town and unable to participate.

Applications for the reopened PY23 grant funds were received as follows:

| PUBLIC SERVICE ACTIVITIES | | PUBLIC FACILITY IMPROVEMENTS | |
|---------------------------|-------------|--|--------------|
| United Way of North Idaho | \$43,784.00 | St. Vincent de Paul North Idaho | \$125,000.00 |
| CDAIDE | \$44,283.00 | Safe Passage | \$98,576.00 |
| One Site for Seniors | \$34,462.00 | | |
| | | Coeur d'Alene Theatre and Academy, Inc. (Lake City Playhouse) *does not meet 51% LMI for Area Benefit | \$35,000.00 |
| | | Faith Walk Community Fitness Park *does not meet 51% LMI for Area Benefit | \$35,000.00 |

THE COMMITTEE RECOMMENDS THE FOLLOWING PY23 GRANT AWARDS:

- 1. St. Vincent de Paul North Idaho** in the amount of \$125,000.00, for public facility improvements to replace the roof on the HELP Center which is Region 1’s Access Point for Homelessness services.
- 2. Safe Passage** in the amount of \$76,848.00, for public facility improvements to replace the roof and remodel the kitchen at their confidential Safe Shelter for survivors of domestic violence.

NOTE: The Committee also recommended an award of \$21,728.00 of PY24 funding which was approved by Council at the August 6, 2024, Council meeting and funds Safe Passage’s grant request in full.

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

FINANCIAL ANALYSIS:

The City’s CDBG Plan Year 2023 allocation is \$358,560.00, of which \$201,848.00 is budgeted for Community Opportunity Grants.

PERFORMANCE ANALYSIS:

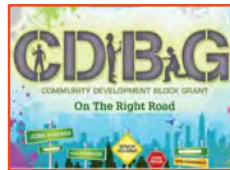
Through the CDBG program, the City has sought solutions which would increase the amount of affordable housing in the community, yet there are few options available with the small amount of grant funds received through the CDBG allocation. Each year, the City will continue to seek proposals to support affordable housing through its Community Opportunity Grant process. At this time, the best solution for PY23 grant funding is to support organizations who provide services to the City's homeless, precariously housed, and victims of domestic violence through public facility rehabilitation. Authorizing this item will allow staff to enter into Community Opportunity Grant agreements with St. Vincent de Paul and Safe Passage.

DECISION POINT/RECOMMENDATION: City Council should approve the Community Development Block Grant Plan Year 23 funding award agreements of \$125,000.00 to St. Vincent de Paul, and \$76,848.00 to Safe Passage, and authorize staff to execute the agreements.

City of Coeur d'Alene CDBG 2023 Community Opportunity Grant Awards

PRESENTATION TO THE MAYOR AND CITY COUNCIL

August 20, 2024



1

Overview

- ❖ Tonight's presentation is to seek approval of the award of grant funds to St. Vincent de Paul and Safe Passage for Public Facility Improvements.



2

Selecting Activities Each Year

- ❑ Activities must meet a National Objective:
 - Benefit to low-and-moderate income (LMI) persons
 - HUD designation of a households whose total earnings are based on 30%, 50%, and 80% of the yearly area median income.*
 - Aid in the prevention of slum and blight
 - Meet an urgent need
- ❑ Activities must meet Annual Action Plan and Consolidated Plan Goals and be a HUD approved activity.
- ❑ When choosing activities to fund, consideration is given by capacity of City staffing, size of community and amount of allocation, and capacity of sub-recipient organizations.

3



CDBG Eligible Activities

- ❖ Acquisition of Real Property
- ❖ Relocation and Demolition
- ❖ Rehabilitation of Residential and Non-Residential Structures
- ❖ **Construction of Public Facilities and Improvements**
- ❖ Public Services (maximum 15% of annual allocation)

4



Consolidated Planning Goals for 2023-2027

1. MAINTAIN AND INCREASE HOUSING STOCK
2. PUBLIC FACILITY AND INFRASTRUCTURE PROJECTS
3. PUBLIC SERVICES
4. HOMELESSNESS ASSISTANCE
5. ECONOMIC DEVELOPMENT

5



Revised 2023 AAP Budget

Based on Funding of \$358,560

| 2023 Funding | Project |
|------------------------|---|
| \$10,000 (3%) | Lake City Center “Meals on Wheels” |
| \$75,000 (43%) | Emergency Minor Home Repair and Accessibility Program (EMRAP) |
| \$201,848 (34%) | Community Opportunity Grants – Public Facility Improvements |
| \$71,712 (20%) | Administration (Employee wages and benefits, administration of EMRAP program, travel and training expenses, advertising, supplies, support of Fair Housing Activities—Subject to 20% cap of annual allocation budget) |
| \$358,560 | Grant Total |

6



Community Opportunity Grant Funding Recommendations



PUBLIC FACILITY IMPROVEMENTS

ST VINCENT de PAUL: \$125,000 to Re-Roof the HELP Center

SAFE PASSAGE: \$76,848 to Re-Roof and Remodel/Update the Kitchen in the Safe Shelter

7



DECISION POINT/RECOMMENDATION

Authorize Staff to Execute Agreements with St. Vincent de Paul in the amount of \$125,000, and Safe Passage in the amount of \$76,848 for Public Facility Improvements.

8



QUESTIONS?

9



RESOLUTION NO. 24-066

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING PLAN YEAR 2023 GRANT AWARDS AND CDBG AGREEMENTS WITH ST. VINCENT DE PAUL IN THE AMOUNT OF \$125,000.00 FOR PUBLIC FACILITY IMPROVEMENTS, AND WITH SAFE PASSAGE IN THE AMOUNT OF \$76,848.00 FOR PUBLIC FACILITIES IMPROVEMENTS.

WHEREAS, the United States Department of Housing and Urban Development (HUD) provided a CDBG grant to the City of Coeur d'Alene for 2023 in the amount of \$296,418.00;

WHEREAS, under the 2023 Annual Action Plan, \$201,848.00 of the HUD allocation was budgeted to provide Community Opportunity Grants;

WHEREAS, it is recommended that the City provide the following Community Opportunity grants: for St. Vincent De Paul North Idaho, \$125,000.00 to replace the roof on the HELP Center which is Regions 1's Access Point for Homelessness services; and for Safe Passage, \$76,848.00 to replace the roof and remodel the kitchen at their confidential Safe Shelter for Survivors of domestic violence;

WHEREAS, it is deemed to be for the best interests of the City of Coeur d'Alene and the citizens thereof to award the grants as indicated.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve the CDBG grants and enter into contracts for said grant awards, in substantially the forms attached hereto as Exhibits "A" and "B" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify the Agreements so long as 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 all instruments necessary to award such grants on behalf of the City.

DATED this 20th day of August, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

| | | |
|------------------------|-------|-----|
| COUNCIL MEMBER MILLER | Voted | Aye |
| COUNCIL MEMBER ENGLISH | Voted | Aye |
| COUNCIL MEMBER GOOKIN | Voted | Aye |
| COUNCIL MEMBER EVANS | Voted | Aye |
| COUNCIL MEMBER MCEVERS | Voted | Aye |
| COUNCIL MEMBER WOOD | Voted | Aye |

Motion carried.

AGREEMENT FOR CDBG GRANT FUNDS FOR ST VINCENT DE PAUL NORTH IDAHO

CDBG PROGRAM YEAR: 2023

CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and ST VINCENT DE PAUL NORTH IDAHO, an Idaho non-profit corporation, whose mailing address is 201 E. Harrison Avenue, Coeur d'Alene, Idaho, 83814, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Larry Riley, Executive Director. The key contact for the CITY is Sherrie Badertscher, 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-23-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding One Hundred Twenty-Five Thousand and no/100 Dollars (\$125,000.00) 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 (LMI) persons by providing grant funds to the Subrecipient which will help them with their building improvement project. With this project, the Subrecipient will ensure a well maintained, up-to-date, safe and accommodating facility which primarily serves the National Objective of LMI- Limited Clientele (presumed benefit), homeless persons of extremely low income.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on September 30, 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed One Hundred Twenty-Five Thousand and no/100 Dollars (\$125,000.00), referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.

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

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

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

The Subrecipient shall submit a request for reimbursement of actual eligible expenses, which shall be numbered and dated and submitted with financial and progress reports (See: Section 7. Financial and Progress Reports). The reports 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, in addition to the final reporting due at the conclusion of the project. The majority of SAINT VINCENT de PAUL'S clientele qualify as LMI-Limited Clientele (presumed benefit) homeless persons of extremely low income. This presumed benefit activity requires the reporting to indicate all clients receiving the service as extremely low-income regardless of individual incomes (See: Attachment E).

The requests should be submitted to the CITY's Grant Administrator at City of Coeur d'Alene, Attn: Sherrie Badertscher, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, or via email to SherrieB@cdaid.org.

7. Financial and Progress Reports. The Subrecipient shall submit financial and progress reports with each drawdown that detail costs incurred by line item as described in the project budget (See: 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. Please note, the CITY will require a final demographic report (See: Attachment E) that clearly shows the total numbers at conclusion of the project.

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: Sherrie Badertscher, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, or via email to sherrieb@cdaid.org.

8. Insurance. The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of Five Hundred Thousand 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.

9. 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.

10. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *Categorical exclusion subject to the Federal laws and authorities cited in 24 CFR § 58.5 (CEST)*. Additionally, the Subrecipient agrees to radon testing as part of the environmental review. This testing shall be done prior to any other work on the facility associated with this agreement.

11. 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.

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

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

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

14. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services, which shall include but not be limited to client name, address, and income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form 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 Subrecipient’s responsibilities with respect to services under this Agreement unless written consent is first obtained from the client.

15. 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 (See: Attachment B), the Scope of Work (See: 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.

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

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

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

18. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. The Subrecipient will be required to retain income information for all individuals receiving assistance through the CDBG grant, unless it is an Area Benefit (LMI Census Tract) or Limited Clientele (presumed benefit), for the five-year retention period and be willing to provide the records to the CITY upon request.

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

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

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

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

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

24. Labor Standards. The Subrecipient agrees to comply with the Davis-Bacon and Related Acts (DBRA) 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 laws and regulations apply to the performance of this Agreement.

DBRA requires all contractors and subcontractors performing work on non-housing federally assisted construction contracts over \$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. Non-housing activities include construction or rehabilitation of a public facility, or installation of public improvements to support affordable housing or provide benefit to low-income neighborhoods. These requirements often have an impact on the cost of projects and carry with them significant record-keeping procedures. If the project is subject to DBRA, Subrecipient's solicitation documentation shall alert contractors that DBRA requirements apply and will need to include the appropriate federal wage decision and other required labor provisions. Prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts and will be made available by staff for project cost feasibility determinations upon request. No work shall commence before a pre-construction meeting is held between the Subrecipient, CITY, and Contractor, and an "Authorization to Proceed" is issued by the CITY.

25. 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.

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

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

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

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

28. Anti-Discrimination. The Subrecipient shall not discriminate in the provision of its services, hiring practices, or procurement on any of the following bases: Race, Religion, National Origin, Color, Familial Status, Sex, or Disability. 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.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of the CITY, the City Clerk has affixed the seal of the City hereto, and the Subrecipient has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this 20th day of August, 2024.

CITY of Coeur d'Alene

ST VINCENT DE PAUL NORTH IDAHO

Dated: _____

Dated: _____

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

By: _____
Larry Riley, Executive Director
St. Vincent de Paul

ATTEST:

By: _____
Renata McLeod
Its: City Clerk

Attachment A

**Grant Agreement between CITY of Coeur d’Alene and
ST VINCENT DE PAUL NORTH IDAHO**

Scope of Services

Under the HUD PY2023 allocation of the Community Development Block Grant, ST VINCENT DE PAUL NORTH IDAHO will:

- 1.) Remove and Install a New Roof on the HELP Center Building.

Allocated grant funds are in the amount of \$125,000.00. The total estimated cost of the project is \$180,000.00. ST VINCENT DE PAUL NORTH IDAHO will be responsible for the difference of \$55,000.00 to complete the project.

With this project, St. Vincent de Paul North Idaho will increase the safety, accessibility, and longevity of the facility which qualifies under the National Objective of LMI- Limited Clientele, homeless persons.

Summary of the Project Activities

The Facility Improvement projects of replacing the HELP Center’s roof will bring the benefit of a well-maintained, up-to-date, safe, and accommodating facility to those who seek homelessness services at the Region 1 Access Point; at least 51% are presumed to be extremely low-income (presumptive benefit group of homeless) Coeur d’Alene residents due to the nature of the facility. The National Objective for this project is benefit to low-to-moderate income (LMI) persons.

Schedule

Upon execution of the Agreement between ST VINCENT DE PAUL NORTH IDAHO and the CITY, the Project shall commence and shall be complete by September 30, 2025. At the completion of the project, a final report is due on the number and demographics of beneficiaries served.

Attachment B

Project Budget
Grant Agreement between CITY of Coeur d’Alene and
ST VINCENT DE PAUL NORTH IDAHO

| Budget Item | CDBG Funds | Other Funding | Total Project Costs |
|---|------------|---------------|---------------------|
| Facility Improvements Project | \$125,000 | \$55,000 | \$180,000 |
| <i>Remove and Replace Roof on HELP Center</i> | | | |
| | | | |
| Total | \$125,000 | \$55,000 | \$180,000 |
| Facility Improvements Project | \$125,000 | \$55,000 | \$180,000 |

Allocated grant funds are in the amount of \$125,000.00. The total estimated cost of the project is \$180,000.00. ST VINCENT DE PAUL NORTH IDAHO will be responsible for the difference of \$55,000.00 to complete the project.

ST VINCENT DE PAUL NORTH IDAHO shall submit detailed, itemized invoice(s) to the CITY’s CDBG Administrator for review which details eligible, completed expenses paid to the contractor to-date. The invoice(s) shall be dated, state the project, name and address to which payment shall be made, and include copies of supporting documentation which details work completed and proof that payment has been made to the contractor (i.e., attach copies of contractor invoice(s) and check(s) paid to contractor).

The CITY’s CDBG Administrator will verify the information, process the request, and submit the invoice to the CITY for payment.

Attachment C

ST VINCENT DE PAUL NORTH IDAHO
Reporting Requirements

The Subrecipient shall provide:

- 1) A completed report with final drawdown (Attachment D) and a completed beneficiary and demographic report with each drawdown (Attachment E).
- 2) Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of Five Hundred Thousand 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. Please attach policy or provide a Declarations sheet verifying insurance.
- 3) Detailed, itemized invoice(s) to the CITY's CDBG Administrator for review. The invoice(s) shall be numbered, dated, state the project, name and address to which payment shall be made, and include copies of supporting documentation which details work completed and proof that payment has been made to the contractor (i.e., attach copies of contractor invoice(s) and check(s) paid to contractor).
- 4) The National Objective for this activity is LMI- Limited Clientele (presumed benefit). This presumed benefit activity requires the reporting to indicate all clients receiving the service as extremely low-income regardless of individual incomes. **Note:** Homeless persons meet HUD's presumed benefit designation.

Attachment D

ST VINCENT DE PAUL NORTH IDAHO Final Report

During the CITY's CDBG funded timeline of **ST VINCENT DE PAUL NORTH IDAHO's** Public Facility Rehabilitation:

- 1) Number of **ST VINCENT DE PAUL NORTH IDAHO's** clients served and number of Coeur d'Alene persons benefiting in the CDBG supported period:
 - a) Number of persons benefitting with new access to the facility post CDBG funded project:
 - b) Number of persons with increased access to facility post CDBG funded project:
 - c) Number of persons with access to public facility that is no longer substandard:
 - d) Of the Total Persons, Number of:
 - a. Homeless Persons Given Overnight Shelter:
 - b. Beds Created in Overnight Shelter or Other Emergency Housing:
- 2) Brief rationale of why >51% of **ST VINCENT DE PAUL NORTH IDAHO's** client population is considered to be of low-to-moderate income (LMI):
- 3) Brief rationale of why >51% of **ST VINCENT DE PAUL NORTH IDAHO's** client population is considered to be of Coeur d'Alene residency:
- 4) **ST VINCENT DE PAUL NORTH IDAHO's** Official Reporting:
 - A) Duns #: _____
 - B) UEI #: _____
 - C) Is this a woman owned business (Y/N)? _____
 - D) Is this a minority owned business (Y/N): _____

Attachment E

**ST VINCENT DE PAUL NORTH IDAHO
Demographic & LMI Income Reporting Requirements**

Please report for clientele served in CDBG funded project:

| Race | # Total |
|--|---------|
| White | |
| 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 | |
| Of the total persons, enter the number who are Hispanic/Latino | |
| Income (Based on HUD'S 2024 Income limits) | # Total |
| Presumed Benefit for Homeless = Extremely Low (30%) | |

AGREEMENT FOR CDBG GRANT FUNDS FOR SAFE PASSAGE

CDBG PROGRAM YEAR: 2023

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 SAFE PASSAGE, an Idaho non-profit corporation, whose mailing address is 850 N. 4th Street, Coeur d'Alene, Idaho, 83814, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Amanda Krier, Project Manager. The key contact for the CITY is Sherrie Badertscher, 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-23-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Seventy-Six Thousand Eight Hundred Forty-Eight and no/100 Dollars (\$76,848.00) 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 (LMI) persons by providing grant funds to the Subrecipient which will help them with their building improvement project. With this project, the Subrecipient will ensure a well maintained, up-to-date, safe and accommodating facility which primarily serves the National Objective of LMI- Limited Clientele (presumed benefit), battered spouses fleeing domestic violence or homeless persons.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on September 30, 2025. 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 Seventy-Six Thousand Eight Hundred Forty-Eight and no/100 Dollars (\$76,848.00), referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.

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

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

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

The Subrecipient shall submit a request for reimbursement of actual eligible expenses, which shall be numbered and dated and submitted with financial and progress reports (See: Section 7. Financial and Progress Reports). The reports 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, in addition to the final reporting due at the conclusion of the project. SAFE PASSAGE'S clientele qualify as LMI- Limited Clientele (presumed benefit) for battered spouses fleeing domestic violence or homeless persons. These presumed benefit activities require the reporting to indicate all clients receiving the service as low-income for battered spouses and extremely low income for homeless persons regardless of individual incomes (See: Attachment E).

The requests should be submitted to the CITY's Grant Administrator at City of Coeur d'Alene, Attn: Sherrie Badertscher, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, or via email to SherrieB@cdaid.org.

7. Financial and Progress Reports. The Subrecipient shall submit financial and progress reports with each drawdown that detail costs incurred by line item as described in the project budget (See: 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. Please note, the CITY

will require a final demographic report (See: Attachment E) that clearly shows the total numbers at conclusion of the project.

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: Sherrie Badertscher, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, or via email to sherrieb@cdaid.org.

8. Insurance. The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of Five Hundred Thousand 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.

9. 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.

10. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *Categorical exclusion subject to the Federal laws and authorities cited in 24 CFR § 58.5 (CEST)*. Additionally, the Subrecipient agrees to radon testing as part of the environmental review. This testing shall be done prior to any other work on the facility associated with this agreement.

11. 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.

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

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

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

14. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services, which shall include but not be limited to client name, address, and income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form 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 Subrecipient's responsibilities with respect to services under this Agreement unless written consent is first obtained from the client.

15. 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 (See: Attachment B), the Scope of Work (See: 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.

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

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

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

18. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. The Subrecipient will be required to retain income information for all individuals receiving assistance through the CDBG grant, unless it is an Area Benefit (LMI Census Tract) or Limited Clientele (presumed benefit), for the five-year retention period and be willing to provide the records to the CITY upon request.

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

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

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

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

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

24. Labor Standards. The Subrecipient agrees to comply with the Davis-Bacon and Related Acts (DBRA) 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 laws and regulations apply to the performance of this Agreement.

DBRA requires all contractors and subcontractors performing work on non-housing federally assisted construction contracts over \$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. Non-housing activities include construction or rehabilitation of a public facility, or installation of public improvements to support affordable housing or provide benefit to low-income neighborhoods. These requirements often have an impact on the cost of projects and carry with them significant record-keeping procedures. If the project is subject to DBRA, Subrecipient's solicitation documentation shall alert contractors that DBRA requirements apply and will need to include the appropriate federal wage decision and other required labor provisions. Prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts and will be made available by staff for project cost feasibility determinations upon request. No work shall commence before a pre-construction meeting is held between the Subrecipient, CITY, and Contractor, and an "Authorization to Proceed" is issued by the CITY.

25. 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.

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

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

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

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

28. Anti-Discrimination. The Subrecipient shall not discriminate in the provision of its services, hiring practices, or procurement on any of the following bases: Race, Religion, National Origin, Color, Familial Status, Sex, or Disability. 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.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of the CITY, the City Clerk has affixed the seal of the City hereto, and the Subrecipient has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this 20th day of August, 2024.

CITY of Coeur d'Alene

SAFE PASSAGE

Dated: _____

Dated: _____

By: _____

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

By: _____

Amanda Krier, Project Manager
Safe Passage

ATTEST:

By: _____

Renata McLeod
Its: City Clerk

Grant Agreement between CITY of Coeur d'Alene and SAFE PASSAGE

Scope of Services

Under the HUD PY2023 allocation of the Community Development Block Grant, SAFE PASSAGE will:

- 1.) Remodel the Kitchen of the confidential Safe Shelter including new cabinetry, increased cooking capability, new appliances, hood ventilation, flooring, and expanded footprint of the kitchen space.
- 2.) Replace and Install a New Roof on the confidential Safe Shelter's main facility.
- 3.) Provide shelter residents with alternative accommodations and day passes during the remodeling process to ensure continuous access to safe shelter.

Allocated grant funds are in the amount of \$76,848.00. The total estimated cost of the project is \$129,223.00. City Council approved \$21,728.00 of PY24 CDBG funds awarded under separate agreement. Safe Passage will be responsible for the difference of \$30,647.00 to complete the project.

With this project, Safe Passage will increase the safety, accessibility, and longevity of the facility which qualifies under the National Objective of LMI- Limited Clientele, battered spouses fleeing domestic violence or homeless persons.

Summary of the Project Activities

The Facility Improvement projects of replacing the main structures roof and remodeling the kitchen will bring the benefit of a well-maintained, up-to-date, safe, and accommodating facility to those who stay at the confidential Safe Shelter; at least 51% are presumed to be extremely or low-income (presumptive benefit group of homeless persons or battered spouses) Coeur d'Alene residents due to the nature of the facility and in support of battered spouses in need. The National Objective for this project is benefit to low-to-moderate income (LMI) persons.

Schedule

Upon execution of the Agreement between SAFE PASSAGE and the City of Coeur d'Alene, the Project shall commence and shall be complete by September 30, 2025. At the completion of the project, a final report is due on the number and demographics of beneficiaries served.

Attachment B

Project Budget
Grant Agreement between CITY of Coeur d'Alene and SAFE PASSAGE

| Budget Item | CDBG Funds | Other Funding | Total Project Costs |
|--|-------------|---------------|---------------------|
| Facility Improvements Project - <i>Remove and Replace Roof and Remodel Kitchen of Safe Shelter</i> | \$76,848.00 | | |
| PY24 CDBG Funding | | \$21,728.00 | |
| Safe Passage-Other Funds | | \$30,647.00 | |
| Total | \$76,848.00 | \$52,375.00 | \$129,223.00 |

Allocated grant funds are in the amount of \$76,848.00. The total estimated cost of the project is \$129,223.00. City Council approved \$21,728.00 of PY24 CDBG funds awarded under separate agreement. Safe Passage will be responsible for the difference of \$30,647.00 to complete the project.

Safe Passage shall submit detailed, itemized invoice(s) to the CITY's CDBG Administrator for review which details eligible, completed expenses paid to the contractor to-date. The invoice(s) shall be dated, state the project, name and address to which payment shall be made, and include copies of supporting documentation which details work completed and proof that payment has been made to the contractor (i.e., attach copies of contractor invoice(s) and check(s) paid to contractor).

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

Attachment C

SAFE PASSAGE 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 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. Please attach policy or provide a Declarations sheet verifying insurance.
- 3) Detailed, itemized invoice(s) to the CITY's CDBG Administrator for review. The invoice(s) shall be numbered, dated, state the project, name and address to which payment shall be made, and include copies of supporting documentation which details work completed and proof that payment has been made to the contractor (i.e., attach copies of contractor invoice(s) and check(s) paid to contractor).
- 4) The National Objective for this activity is LMI- Limited Clientele (presumed benefit). This presumed benefit activity requires the reporting to indicate all clients receiving the service as extremely low or low-income regardless of individual incomes. **Note:** Battered spouses meet HUD's presumed benefit designation of low income. Homeless persons meet HUD's presumed benefit designation of extremely low income.

Attachment D

SAFE PASSAGE Final Report

During the CITY's CDBG funded timeline of **SAFE PASSAGE'S** Public Facility Rehabilitation:

- 1) Number of **SAFE PASSAGE'S** clients served and number of Coeur d'Alene persons benefiting in the CDBG supported period:
 - a) Number of persons benefitting with new access to the facility post CDBG funded project:
 - b) Number of persons with increased access to facility post CDBG funded project:
 - c) Number of persons with access to public facility that is no longer substandard:
 - d) Of the Total Persons, Number of:
 - a. Homeless Persons Given Overnight Shelter:
 - b. Beds Created in Overnight Shelter or Other Emergency Housing:
- 2) Brief rationale of why >51% of **SAFE PASSAGE'S** client population is considered to be of low-to-moderate income (LMI):
- 3) Brief rationale of why >51% of **SAFE PASSAGE'S** client population is considered to be of Coeur d'Alene residency:
- 4) **SAFE PASSAGE** Official Reporting:
 - A) Duns #: _____
 - B) UEI #: _____
 - C) Is this a woman owned business (Y/N)? _____
 - D) Is this a minority owned business (Y/N): _____

Attachment E

**SAFE PASSAGE
Demographic & LMI Income Reporting Requirements**

Please report for clientele served in CDBG funded project:

| Race | # Total |
|--|---------|
| White | |
| 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 | |
| Of the total persons, enter the number who are Hispanic/Latino | |
| Income (Based on HUD'S 2024 Income limits) | # Total |
| Presumed Benefit for Battered Spouses = Low (50%) | |
| Presumed Benefit for Homeless Persons = Extremely Low (30%) | |