

**WELCOME**  
To a Regular Meeting of the  
**Coeur d'Alene City Council**  
Held in the Library Community Room: 702 E. 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 6, 2024**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION: Thubten Chonyi: Interfaith CDA**

**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 this evening for those items listed on the agenda.)

**F. ANNOUNCEMENTS**

1. City Council
2. Mayor

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

**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 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)

**As Recommended by the City Clerk**

6. Approval of SS-18-11, Silver Park 3<sup>rd</sup> Additional Final Plat

**As Recommended by the City Engineer**

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

**As Recommended by the City Administrator**

- b. Acceptance of a Utility Easement for Sewer Service from Goodwill Industries of the Inland Northwest; property located between 4<sup>th</sup> and 5<sup>th</sup> Streets and Spokane and Harrison Avenues.

**As Recommended by the Wastewater Director**

- 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.

**As Recommended by the Water Director**

**H. OTHER BUSINESS:**

1. **Resolution No 24-057**, Authorizing the Parks Department to issue a Request for Proposals for a new vendor location at Atlas Park for passive water sports rentals.

**Presented by: Bill Greenwood, Parks and Recreation Director**

2. **Resolution No 24-058**, Approval of a Naming Agreement, for a 10-year term, with Parker Subaru at the Cherry Hill Pickleball Courts.

**Presented by: Bill Greenwood, Parks and Recreation Director**

3. **Resolution No 24-059**, Approval of a Donation Agreement with Kootenai County for SaniSailor pumpout at the City's mooring docks.

**Presented by: Bill Greenwood, Parks and Recreation Director**

4. **Resolution No 24-060**, Approving the setting of 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).

**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 the Community Development Block Grant (CDBG) Plan Year 2024 Annual Action Plan.

**Staff Report by: Sherrie Badertscher, CDBG Specialist**

2. **Resolution No 24-061**, 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.

**Presented by: Sherrie Badertscher, Community Development Specialist**

3. **Resolution No 24-062**, Approval 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 Its PY24 Project.

**Presented by: Sherrie Badertscher, Community Development 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.*



# Coeur d'Alene CITY COUNCIL MEETING

*August 6, 2024*

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**MEMBERS OF THE CITY COUNCIL:**

**Jim Hammond, Mayor**

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

# 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

July 16, 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 June 16, 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:** Raydeane Owens of the Heart of the City Church led the Invocation.

**PLEDGE OF ALLEGIANCE:** Councilmember English led the pledge of allegiance.

**PRESENTATIONS:**

Bretta Provost, Lemonade Day City Director, accepted the Proclamation declaring July 20, 2024, as Lemonade Day. She noted that this event is the first time in Kootenai County and in all of Idaho and hopes that this would be continued to foster entrepreneurship among the youth. She encouraged everyone to be go out on Saturday, July 20, between 10:00 a.m. and 2:00 p.m., at designated locations and details are listed at their website [lemonadeday.org](http://lemonadeday.org).

Toni Hackwith, Managing Member of Alpine Summit CPAs presented the findings of the Fiscal Year 2022-2023 audited financial statements. She noted that the primary purpose is to assure that the financial statements are fairly stated in all material respects and conform to generally accepted accounting principles. She explained that the audit procedure resulted in three reports: independent auditor's report on financial statements, report on internal control over financial reporting and compliance with laws and regulations, and the final report is a report on the City's compliance with federal programs. On September 30, 2023, the fund balance of the General Fund was \$18 Million, and the unassigned fund balance was \$13 Million, which represents 25% of revenues and expenditures. The General Fund revenues increased last year by \$4.9 Million, of which \$1.7 Million was from an increase in property taxes mainly due to the closing of the Lake District, and \$2.7 Million was an increase in federal grant revenue of which a majority was ARPA funds. The General Fund expenditures increased by \$7.5 Million (17%) due to the following: public safety increased by \$2.1 Million (increase in wages and benefits and hiring of additional firefighters); public works increased by \$1.3 Million (overlay and chip seal); and capital outlay

increased by \$2.8 Million (Police Department expansion and Fire Department equipment). The revenues for 2023 were \$50 Million and the expenses were \$52 Million which is attributable mainly to capital outlay projects. Ms. Hackwith explained that the fund balance is classified into unassigned which is available for general operating expenses; assigned for specific projects; restricted such as grant funding; and committed. She stated that the Government Finance Officers Association (GFOA) recommends at a minimum, governments should maintain an unassigned fund balance of no less than two months or 60 days of regular general fund operating revenues or expenditures. She said that for 2023, the City has three months or 93 days in operating revenues and 90 days in operating expenditures in the General Fund. Ms. Hackwith stated that the propriety funds of the City come from water and wastewater. The water fund operating revenue increased by \$983,000 which was a 14% increase from the prior year, and much of that was due to growth and rate increases. The operating expenses increased by \$466,000 or a 6% increase from the prior year. The net income from operations was \$352,000. For the wastewater fund, the operating revenue increased by \$823,000 or 6% increase from the prior year. The operating expenses increased by \$249,000 or a 2% increase from the prior year. The net income from operations was \$4.2 Million. Councilmember Gookin commented that in his review of the audit report, he noticed that the lease is going down over time, with Ms. Hackwith explaining that in October 2021, the Governmental Accounting Standards Board created a new standard regarding operating leases and how governments must account for them, which the City is now doing. Councilmember Gookin questioned why the investment funds appear to be going down. Ms. Hackwith stated that the government accounting standards require that investments be recognized at fair market value which is the value at the date of the financial statement and this fluctuates. City Administrator Troy Tymesen further explained that it is not a real loss in the investment, but it is a kind of loss that occurs on any investment at any given day. With respect to the lease, he stated that there is no guarantee that a five-year lease will be renewed in the 6<sup>th</sup> year, hence there will be significant reduction when forecasting income because the lease renewal has not taken place. Councilmember Wood praised the staff for a clean audit with no negative findings. Mayor Hammond thanked the Finance staff for keeping the City in such a good standing and for the excellent work.

#### **PUBLIC COMMENTS:**

Louis Betro, Post Falls, spoke in opposition of the hate crime ordinance and changes to the Security Guard code that were passed recently, as he did not feel it was the job of the Council to be a “thought police” and to influence or propagandize the people. He called on patriots in the area to recall all Councilmembers immediately.

Marianna Cochran, Post Falls, noted that on July 1, a patron of the Coeur d’Alene (CDA) Public Library submitted a relocation form regarding the book, “Sex is a Funny Word” that is shelved in the juvenile section. She stated that in the July 10 webinar hosted by the Idaho Commission for Libraries regarding implementation of the new law, the Children’s School and Library Protection Act, the CDA Teen Librarian shared a redacted request for relocation form with the patron’s name clearly shown which is a violation of the statute. She added that the same form with the patron’s name is still posted to the CDA Library website and noted the potential liability to the City.

Diana Sheridan, Coeur d’Alene, expressed concern regarding the City’s use of reserve funds to balance the budget. She stated that the FY 2024-2025 budget is projected to decrease the reserve

fund again by another 25% to 12.5% of expenses. She appealed to Council to budget again for a reserve that's within standard practices for cities, and to do that may need to have some cuts rather than rely on one off-solutions to try to cover for overspending. She mentioned that parks is one of the biggest users of water, and in the current system there is no moisture regulator for the sprinkler systems which means the high-volume usage of water is not necessary and can be controlled by putting a system in place.

Tyler Davis, Coeur d'Alene, said that he will be filing a lawsuit against the City for a breach of contract regarding the live after five concert series. He explained that he has sponsors and vendors, and they are fully funded for this summer event.

Aaron Flecher, Coeur d'Alene, requested the Council to amend MC §6.15.010 to allow for ducks in addition to chickens in residential zones. He shared that he has approximately 15 ducks and Animal Control came to his house asking him to dispatch his ducks. He explained that there are all sorts of benefits to having ducks over chickens. Councilmember Gookin stated that in the past there were issues with chickens regarding noise. Mr. Flecher mentioned that he got a petition signed from his neighbors and got 45 signatures while only two people said no. He added that Hayden and Dalton Gardens allow ducks. Councilmember Wood explained the process of amending an ordinance which includes staff research before it gets to the Council.

Martin Reighard, Coeur d'Alene, spoke in support of Mr. Flecher's request to amend the ordinance to consider allowing ducks in residential areas. He stated that, based on his research, in comparison with chickens, ducks are cleaner, quieter, disease resistant, and they eat invasive species. With respect to noise, he said that he lives across the street and the ducks are not as noisy as the chickens. Councilmember Miller asked if there is any recourse to the situation to help Mr. Flecher with his ducks, with City Attorney Randy Adams responding that it is a law enforcement issue and the Mayor could direct law enforcement to do or not do something; however, this might be a bad precedent. Councilmember Wood stated that she would like to have this matter go through a process of amending an ordinance rather than any kind of direction to law enforcement, meantime Mr. Flecher should comply and look for a place for his ducks.

Kara Claridge, Coeur d'Alene, asked the Council to repeal the hate crime ordinance that was passed during the July 2, 2024 meeting, as she felt that this law could be abused very easily.

Suzanne Knutson, Coeur d'Alene, announced that the Special Needs Recreation (SNR) will be celebrating its 40<sup>th</sup> year anniversary dubbed as "Rubies and Wranglers" on September 19, 2024, 5:00 – 9:00 p.m. at the Best Western Coeur d'Alene Inn. She stated that SNR is primarily funded by private donations, sponsorships by local businesses, some financial support by Coeur d'Alene, Post Falls, Hayden, and Rathdrum Parks and Recreation to provide services to people with disabilities.

## **ANNOUNCEMENTS:**

Councilmember Gookin sought clarifications on what was mentioned during Public Comment. He asked about who decides on the request to relocate a book and if a complainant can sue the library, with Mr. Adams explaining that the decision on the books goes to the Library Board. He added



that it will be the City that will be sued because the Library is part of the City. Mr. Adams pointed out that the City routinely redacts protected materials from public records. He stated that he did not see the public record request mentioned by Ms. Cochran. Regarding the comment of Ms. Sheridan, Councilmember Gookin pointed out that the Parks Department has been substantially cutting back on their water usage.

Mayor Hammond encouraged the Council to share updates coming from their attendance at their respective committee meetings. He announced that he will be officially resigning from his position as Mayor effective August 31, 2024. He thanked the Council for working with him and believes that he is leaving the City in the very capable hands of the City Council and staff.

The new City Treasurer, Katharine Ebner, was sworn in by the City Clerk.

Councilmember Gookin mentioned that the rezoning of the North Idaho College will be taking place in September, and he hoped that this would have happened sooner because as it gets closer to election day, the issue will become political.

Mayor Hammond requested approval of the appointments of Cody Goettl to the Pedestrian and Bicycle Advisory Committee and Shawn Harrington to the CDA TV Committee.

**MOTION:** Motion by Evans, seconded by McEvers to approve the appointments of Cody Goettl to the Pedestrian and Bicycle Advisory Committee and Shawn Harrington to the CDATV Committee. **All in favor. Motion carried.**

**CONSENT CALENDAR:**

1. Approval of Council Minutes for the June 24, 2024 and July 2, 2024 Council Meetings.
2. Approval of Bills as Submitted
3. Approval of Financial Report
4. Approval of the Outdoor Eating Facility Encroachment Application for Black Lodge Brewing located at 206 N. 3<sup>rd</sup> St.
5. **Resolution No. 24-052** – Acceptance and Approval of S-5-14 The Trails 6<sup>th</sup> Addition: Revised Final Plat

**MOTION:** Motion by McEvers, seconded by Miller to approve the Consent Calendar as presented including Resolution No. 24-052.

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

**RESOLUTION NO. 24-055**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, EXPRESSING SUPPORT FOR THE NORTH IDAHO STATE FAIR AND ENCOURAGING KOOTENAI COUNTY TO MAINTAIN THE CURRENT KOOTENAI COUNTY FAIRGROUNDS AS THE SITE OF THE FAIR INTO THE FUTURE.

**STAFF REPORT:** Councilmember Dan Gookin read the resolution in support of the North Idaho State Fair and encouraging Kootenai County to maintain the Fair at its current location and provide support necessary to continue operations for the next several decades. He introduced Fair Board Chair Jerry Johnson and CEO Alexcia Jordan.

**DISCUSSION:** Councilmember Wood asked about the community meeting that was held last week and if they are concerned about losing the location of the fairgrounds with Ms. Jordan explaining that they don't have a lease with the County and they have been caretakers of the facility for 53 years. Mr. Johnson stated that they had a full house in the county commissioners meeting last week and they are 100% in full support of the fair. He pointed out that they are self-sustaining and reached a point where they have money in the bank. He added that they appreciate the support from the City. Councilmember McEvers stated that it seems they are getting squeezed as they are surrounded by the Sheriff, Jail, and Kootenai Fire wanting more space. Mr. Johnson shared that they leased the County Fire with 1 ½ acres of land in an area that they are not utilizing, and in exchange for that, they received \$350,000.00 for their capital reserve fund. He added that they put in a proposed Memorandum of Understanding that they would negotiate with the County for up to seven acres to expand the jail. He stated that they are amenable to make some changes because they understand where the community is going. Councilmember McEvers asked about the RV park with Mr. Johnson responding that it is a good income stream and got them through covid. Councilmember McEvers stated that they did well as it is cleaner and brighter now, and somehow added some vibe and energy into the place besides the fair. Mr. Johnson said that 10 years ago, they were almost broke due to variety of reasons but today, they have \$2.5 Million in the bank. Ms. Jordan added that the current master plan, which she will discuss with the County Commissioners on Monday, July 22, will maximize what remains of the facility from 110 acres to now 81 acres.

**MOTION:** Motion by Gookin, seconded by McEvers, to approve **Resolution No. 24-055** – An expression of support for Kootenai County to maintain the North Idaho State Fair at its current location, the Kootenai County Fairgrounds, and to provide the support necessary to continue operations at that site into the future.

**DISCUSSION:** Councilmember Gookin invited everyone to attend the workshop scheduled on Monday, July 22 at 10:00 a.m. at the County Building to express their support and concern to the County Commissioners who will make the ultimate decision on the fair.

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

### **RESOLUTION NO. 24-053**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AMENDMENT TO THE CITY'S CLASSIFICATION AND COMPENSATION PLAN REGARDING THE POSITION OF PROGRAMMER IN THE MUNICIPAL SERVICES DEPARTMENT, RE-LEVELING THE POSITION FROM PAY GRADE 11 TO PAY GRADE 12.

**STAFF REPORT:** Human Resources Director Melissa Tosi noted that the Programmer classification under the Municipal Services Department is currently leveled at a pay grade 11 and the recommendation is to increase it to pay grade 12. She explained that the position works with system users in various City departments, determines their needs, and creates programs and applications to fulfill those needs. She added that the position requires a high level of interpersonal skills in dealing with system users and requires a variety of related technical, professional, and analytical skills to conceptualize, design, develop, test, implement, and maintain software, programs, and applications. Ms. Tosi stated that the classification has been updated to reflect that the minimum required programming experience would be three (3) years, requires the FBI Criminal Justice Information Services (CJIS) Security Awareness Level 4 certification, and extensive knowledge of programming languages and technical protocol. She mentioned that the employee is currently sitting at the maximum Pay Grade 11 and the increase to pay grade 12 would be an 8% difference. She stated that the Municipal Services Department currently have some vacated position savings that they would use to amend this position for the difference in wages.

**DISCUSSION:** Councilmember McEvers asked for clarification as to whether or not it was a new position with Ms. Tosi explaining this is for a current position. She stated that the FBI CJIS certification is being added and if there is a need to refill the position, the minimum years of experience would be higher. She mentioned that the person in the classification currently meets these requirements. Further, Ms. Tosi stated that when they did the full classification compensation study in 2017, the Programmer position was a pay grade 11 and the IT Technician was a pay grade lower. The IT Technician was reclassified and currently both positions are sitting at the same pay grade; however, the Programmer position requires more extensive experience than an entry level IT Technician. Councilmember McEvers asked what would trigger the decision to require FBI CJIS with Ms. Tosi responding that during annual evaluations, the job descriptions are sent out to the Department Heads and employees, and at that point, many times there are requirements that get added for a position to make it relevant and up to date with actual duties. She added that the reclassification percentage is given to the next pay grade, regardless of where they are at, the position will go up with an 8% increase to a pay grade 12 because that is the difference between the two positions. Councilmember Wood stated that she is not opposed to the increase but would be more comfortable if it was wrapped into the budget process.

**MOTION:** Motion by Gookin, seconded by English, to approve **Resolution No. 24-053** – An amendment to the City’s current Classification and Compensation Plan, specifically to the Programmer classification.

**DISCUSSION:** Councilmember Gookin stated that he still thinks the Programmer position will still be underpaid. Councilmember Wood reiterated that she wanted to see this in the budget process.

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

## RESOLUTION NO. 24-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A DEVELOPMENT AGREEMENT WITH GS4 PROPERTY LLC FOR THE DEVELOPMENT OF THE PROPERTY LOCATED AT 15<sup>TH</sup> STREET AND BEST AVENUE (ZC-1-24).

**STAFF REPORT:** Community Planning Director Hilary Patterson noted that the decision point is whether the City would enter into a development agreement in conjunction with the approved zone change from a neighborhood commercial to C-17 for the property located at the southeast corner of 15<sup>th</sup> Street and Best Avenue, with Mr. Andy Singh of GS4 Property LLC as the applicant. She recalled that the request for zone change went before the Planning and Zoning Commission at a public hearing on January 9 where the Commission voted to deny the request but did not discuss conditional zoning. The item came before Council at the May 21, 2024, meeting and the Council voted in favor of that zone change subject to a development agreement. Ms. Patterson stated that they worked with the applicant to negotiate the development agreement and they have incorporated the conditions that the City Council noted in the zone change approval. She added that Mr. Singh has agreed to the language and more than what was even noted in those conditions from City Council.

In addition to the standard design guidelines for lighting, Ms. Patterson said that Mr. Singh agreed to limit the intensity of the lighting in the parking lot as well as the canopy lights for the fuel area not to exceed 3,000 Kelvin and 10 foot-candles. She added that the canopy lights for the fuel pumps shall be turned on not earlier than 6:00 a.m. each day and turned off not later than 10:00 p.m. each night, and they will be submitting a lighting plan as part of the building permit. Terms for the signage include: all signs shall be low-profile, including canopy signage; monument signs shall be no taller than eight feet; pole signs and roof-mounted signs shall be prohibited and no sign shall extend above the roofline or top of canopy; any canopy or wall mounted signs shall be installed to face the adjacent roadways; and no sign that requires a sign permit shall be installed that faces the residential properties to the east; the fuel canopy signage will be channel lettering and illuminated with the fuel company's letters on the south side of the canopy and the logo on the west side of the canopy; no LED reader boards; and appropriate signage directing delivery vehicles including fuel trucks as well as ingress and egress that would be approved by the City Engineer. The fuel pumps and canopy will be designed to be minimally visible and match the building design and materials. The fuel pumps, and canopy and pump lights will be turned off at 10:00 p.m. and not turned on until 6:00 a.m. The maximum height of the building shall be 28 feet and the maximum height of the fuel canopy shall be 20 feet. Ms. Patterson stated that the owner also agreed to use the Neighborhood Commercial buffer yard standards along the eastern and southern boundaries, which is a minimum 10-foot side planting strip containing evergreen trees along the area bordering the commercial and residential uses. All buildings shall be setback at least 10 feet from the eastern and southern property lines. She added that there is a restriction on any drive-throughs, and the project must be constructed substantially in accordance with the rendering and site plan. Ms. Patterson added that there will be a fence on both Best Avenue and 15<sup>th</sup> Street.

**DISCUSSION:** Councilmember McEvers inquired if the sidewalk is outside the fence with Ms. Patterson explaining that it is along 15<sup>th</sup> Street within the right-of-way. She stated that the fence

would have to be on the property side. She added that in the commercial design guidelines, there are options to do a five-foot park strip which is the green grass area with street trees, five-foot sidewalk, or a 10-foot sidewalk with tree wells.

**MOTION:** Motion by Miller, seconded by Evans, to approve **Resolution No. 24-054** – A development agreement with GS4 Property LLC for the development of property located at 15<sup>th</sup> Street and Best Avenue.

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

#### PRESENTATION ON THE DOWNTOWN CORE AND INFILL CODES AND DESIGN GUIDELINES PROGRESS REPORT

**STAFF REPORT:** Community Planning Director Hilary Patterson stated that this will be a presentation on the downtown core and infill codes and design guidelines to get further direction from Council as well as the request for proposal seeking urban design expertise to help evaluate the development potential of the downtown core and potential code amendments related to height, tower locations, tower spacing, traffic, parking, view corridors, wind and shade studies. She noted that the current codes that are in place have not been substantially changed since they were adopted: the downtown core and design guidelines was adopted in 2006 while the infill code and design guidelines were adopted in 2004. The City hired a consulting firm with urban designer Mark Hinshaw to help in the effort with current development standards and design guidelines. She pointed out that at the time the code was amended, the downtown core was zoned C-34 which was the highest intensity zoning district at 34 units per acre, and there was no height limit and no setbacks. The 2022-2024 Comprehensive Plan and 2021 Historic Preservation Plan both anticipated updates to the development standards related to view corridors, development potential, towers, and historic structures. Ms. Patterson mentioned that recent development projects prompted Council to request prioritization of updates to the code and design guidelines, hence a Working Group was formed in May 2024. The Working Group composed of 10 members including Councilmember Gookin, representatives from Planning and Zoning Commission, Design Review Commission, Historic Preservation Commission, Downtown Association, other design professionals, and city staff support from the Planning Department, City Engineer, and Building Department.

For the downtown core, Ms. Patterson enumerated the list of items that the Working Group has reached consensus, to wit: no vehicular access for new projects off of Sherman Avenue from 1<sup>st</sup> to 8<sup>th</sup> Streets; no designated loading zones on Sherman Avenue from 1<sup>st</sup> to 8<sup>th</sup> Streets; add vehicular circulation to the design guidelines; require traffic studies before initial meeting with staff; add more teeth for the Design Review Commission and clearer guidance in the design guidelines; maximum height in the “historic core” which is 48 feet along Sherman Avenue and the south side of Lakeside Avenue from 2<sup>nd</sup> to 8<sup>th</sup> Avenues; add historical context to design guidelines; enhance ground floor design guidelines for retail space design; placement of mechanical equipment such as AC units (screened from view and restrict wall-mounted); and extensions into right-of-way for balconies, windows, and architectural features. In response to Council’s feedback to also look at downtown and infill areas on what is appropriate for the floor area ration (FAR) bonuses, Ms.

Patterson presented the following input from the Working Group: add bonus for preservation of historic property; add bonus (and possibly increase height) for adding public parking; remove bonus for alley enhancements; remove bonus for water feature; remove bonus for private amenity space; remove bonus for common space (private use); consider removing the bonus for public art or clarify what should qualify; clarify bonus for exterior public space; and remove bonus for upgraded building materials. She mentioned that there was also discussion about keeping the boundaries of the downtown core and then the two downtown infill areas, the downtown overlay north side and the downtown overlay east side, and they agreed to recommend having the boundaries but not the overlay zoning. She added that they want to get input from stakeholders such as property owners regarding their development expectations and come up with deeper analysis on the impacts. She mentioned the following recommended studies: Evaluation of view corridors, shadow, wind, and modeling of development potential to help evaluate tower heights, tower locations and tower spacing; Updated parking study for the downtown area to include development potential and help evaluate parking ratios and “fee in lieu of” option; and Traffic analysis of the downtown area to include development potential. Ms. Patterson mentioned that there is no financial impact to the City other than time of staff. She stated that a consultant assistance is required to update the development standards to truly understand the development potential and impacts, hence the scope of the consultant services would dictate the cost. She shared that she did some outreach and came up with lower cost options such as: University of Idaho Architecture Program providing assistance with the modeling/ design/ analysis of tower locations, heights, spacing, massing, shadows, view corridors, etc.; staff to upgrade software program to ArcGIS 3D Analyst; and KMPO modelling assistance on the traffic impact analysis.

**DISCUSSION:** Councilmember Gookin thanked Ms. Patterson and the members of the working group for an impressive and tremendous job of putting together this progress report. Councilmember Wood asked about the vehicular access on projects on Sherman Avenue which she thought was already the case when the Marriott was brought up with Ms. Patterson explaining that parts of Sherman, some other side streets, and even major streets like Front Avenue have pedestrian oriented designations which means no vehicular access while other portions of street are vehicular oriented, hence the consensus is to eliminate that and not allow driveway access off of Sherman Avenue. Councilmember Gookin pointed out that there is confusion with the different gateways. Ms. Patterson stated that there has been a lot of change in the development pattern of downtown where a lot of vacant lots and old buildings have been replaced with new construction, hence it does not make sense anymore to continue with the same designations for vehicular oriented and pedestrian oriented, as well as there are certain areas that were intersections designated as gateways. Mayor Hammond suggested to look at the possibility of closing Sherman Avenue from 3<sup>rd</sup> Street to 5<sup>th</sup> Street or 6<sup>th</sup> Street from Memorial Day to Labor Day, making it pet friendly and having a pedestrian mall at the center of town. Councilmember Gookin raised that this idea was mentioned in one of their workshops and the consensus was that it would kill a lot of businesses downtown. Ms. Patterson noted that in the past, they did a survey of downtown businesses and property owners, but it was about permanent closure of 3<sup>rd</sup> to 5<sup>th</sup> Street, and there was a concern about the impact to the businesses. She added this can be part of the stakeholders’ question and traffic study. Councilmember Evans stated that she is fully supportive in continuing the recommendations of the Working Group and appreciated the financial savings on the study options. Councilmember Miller said that she is also supportive of the consensus of the Working Group and that they are on the right track; however, she feels that some of the bonuses should be reviewed.

She pointed out that a discussion about Sherman Avenue and Lakeside Avenue being one-way should be included. She appreciated the historic preservation input and hopes to add more on the visuals in keeping the main walking street to be more historic in nature. Councilmember Wood agreed with Councilmember Miller on the FAR bonuses, and it would be a good idea to review and see what is not necessary. She suggested to bring in the public safety officials in the conversation about streets and towers. Councilmember Gookin commended Ms. Patterson for doing a great job especially on finding inexpensive study solutions. He said that he agrees that the Design Review Commission to have more teeth and suggested looking at updating the original code. He added that the one-way Sherman and Lakeside would be a good solution especially if the sidewalks would be wider.

**RECESS:** Motion by Gookin, seconded by McEvers to recess to July 22, 2024, at 12:00 Noon in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding Fiscal Year 2024-2025 Budget. **Motion carried.**

The meeting adjourned at 8:01 p.m.

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James Hammond, Mayor

ATTEST:

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Jo Anne Mateski  
Executive Assistant

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

July 22, 2024

The Mayor and Council of the City of Coeur d' Alene met in a continued session of said Council at the Coeur d' Alene City Library Community Room on July 22, 2024, at 12:00 p.m., there being present upon roll call a quorum:

James Hammond, Mayor

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

**DEPARTMENT HEADS PRESENT:** Troy Tymesen, City Administrator; Renata McLeod, Municipal Services Director/City Clerk; Katie Ebner, Finance Director/ City Treasurer; Tom Greif, Fire Chief; Melissa Tosi, Human Resource Director; Bill Greenwood, Parks & Recreation Director; Lee White, Police Chief; Todd Feusier, Streets & Engineering Director; Mike Anderson, Wastewater Superintendent; Kyle Marine, Water Director; and Randy Adamas, City Attorney.

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

Mayor Hammond said the purpose of the workshop was to provide updates on the City's current financial status.

**OVERVIEW OF THE 2024-2025 PRELIMINARY BUDGET:** Finance Director Katie Ebner stated that her presentation seeks to provide answers to questions raised in the previous budget workshop. Her presentation was divided into three parts: Property tax information and comparisons; History of unfunded personnel requests and updates on expenditures; and Fund balance history and projections.

Ms. Ebner presented a scenario on how a 3% increase in annual tax plus 1% foregone will affect a below market average residential property which showed savings with 3% or 4% because their taxable assessed value decreased. Mayor Hammond shared that in recent legislative sessions, there's more and more effort to strip the foregone so it would no longer be available for use. Councilmember McEvers requested clarification if the tax rate being used is for the City with Ms. Ebner confirming that it refers to the city portion of the tax bill. She pointed out that every other taxing district has their own decision to make as far as what they would do with their new year budget. She stated that the tax rate that she is using is a projection because it is only today that the County will provide new construction numbers and there is a need to wait a couple more weeks to



get the taxable values in order to calculate the preliminary levy rate. She went over multiple scenarios of what a 3% tax increase may look like in various property valuations.

In terms of unfunded personnel requests, Ms. Ebner stated that there was a total of 18.62 full time employee (FTE) requested by each Department between FY 2022 to FY 2024 but only 7.62 was funded. She pointed out that Building and Maintenance requested a 2.06 reduction of FTE because it is moving towards contracted services for custodial while the Parks Department had eliminated part time positions in order to fund the needed full-time positions. She stated that there are five positions that are currently budgeted for a total of \$449,401.00 but are on hold: IT Technician, Heavy Equipment Operator, Maintenance, Department Support, and Recreation Specialist; however, this might not be reflected as savings in the upcoming budget to maintain operational costs. Mr. Tymesen explained that positions are held in an effort to keep cash available, especially when \$1.8 Million is needed from the Fund Balance. He stated that the Deputy City Administrator has not been filled-up for more than four years and that Department Heads get creative to get the work done. Ms. Ebner explained that in the previous budgets, the City has experienced significant savings in staffing budgets due to unfilled positions because of limited number of applicants, holding positions, and staff turnover, where experienced staff leaves and replaced by less experienced, lower-cost staff. However, she stressed that recent changes to the labor market such as competitive lateral hires and decrease in holding positions would eliminate the potential for savings in succeeding budgets. Councilmember Evans inquired about the average savings in other positions with attrition and turn-over with Ms. Ebner replying that based on the budget to actual for the current fiscal year, it would be under \$1 Million in savings with half coming from holding of positions while the other half coming from movements. Mr. Tymesen added that the expense also includes the payouts for vacation accruals and sick time when an employee retires, and these are taken out from the fund balance. Councilmember McEvers asked whether the City would have a balanced budget if the vacancies will be held for next year with Ms. Ebner explaining that the FTEs that are held are committed in the budget plus considering the payouts, so the City would come in lower than budget. She stated that looking at the staff on hand, the projection is a savings of about \$1 Million.

Ms. Ebner shared that the projected on-going revenues for FY 2025, based on a 3% tax increase, is \$53.2 Million and the total ongoing expenditures is \$55.9 Million, which include the proposed Fire Department 3% wage increase and the expected 7% increase in health benefits, and this leads to an ongoing deficit in the general fund at \$2.68 Million. In comparison, with a 0% tax increase, she stated that the City would have \$52.4 Million projected revenues and will have an ongoing \$3.47 Million deficit in the general fund.

Ms. Ebner presented fund balance projections with no tax increase in FY 2025 and using 0%, 3%, and 4% tax increases. She stated that the assumption for annual adjustments would include the estimated annual increase from state and new construction at \$950,000, estimated annual increase in personnel costs at \$1 Million, and estimated 0.5% in non-personnel costs at \$101,000. She projected that if there is 0% tax increase for FY 2025, the ending balance in general fund would be down to 3%. She noted that the Government Finance Officers Association (GFOA) recommends a minimum of no less than two months or 60 days of fund balance which should be over \$9 Million or 16.6%. Councilmember Wood asked if the closure of urban districts were considered as revenue in the projections with Ms. Ebner replying that it would potentially help the

city replenish the fund balance; however, it's a onetime funding. Councilmember English shared that in the ignite cda meeting they amended the budget to provide funds to the City in September. Mayor Hammond stated that when One Lakeside came on board, there was a substantial increase in assessed value and inquired how much difference it made in actual revenues for the city, as well as the upcoming Thomas George. Mr. Tymesen stated that the levy rate has dropped so low with the valuation increases and the city growing faster the property tax revenue is going to be a low impact to the budget. Councilmember Evans asked if the payback from the Atlas property from ignite was accounted for in this budget with Mr. Tymesen responding that it was and will go back to utility fund, which will not have a positive effect on the fund balance. Councilmember McEvers stated that even with the 3% tax increase, the fund balance will still not break even. Councilmember Miller pointed out that there is not enough to get into 16.6% fund balance, as recommended by GFOA until after FY 2029. Ms. Ebner presented a best-case scenario with a projection of fund balance with 4% tax increase, for things would turn around with no deficit by FY 2028.

**COUNCIL DISCUSSION:** Mayor Hammond stated that there is a need to work with the media relative to taking a 3% or 4% tax increase because everyone would assume that their taxes would increase 3% or 4%, but it does not relate in that way due to the low levy rate. Ms. Ebner pointed out that revenues came to the City without Council voting to raise taxes because the revenues was coming in from new construction. She added that growth is still happening, but the City cannot access the same amount of money so the mechanism right now is how to get more revenue. Mayor Hammond stated that in the past, the City was able to not increase the tax because of growth dollars; however, every year that the City did not take at least 3% would compound in value which results to negative compounding to the City budget each year. He added that the growth spreads the cost among more taxpayers. Councilmember McEvers recalled that they never took the 3% increase because the City was growing. Councilmember Wood asked about potential revenue streams such as the closure of the River District or de-annexing small portions of it, the Water Department paying rent to the City on their building, and/or an entertainment district. Mr. Tymesen stated that the River District still has debts that they are paying back but it is moving to possibly being done by 2026. He noted that the River District is really viable and hopes that legislators will not modify the way in which urban renewal districts are closing. Ms. Ebner stated that it is important to focus on addressing the deficit to replenish the fund balance. She mentioned that one-time money such as the ARPA funds is distracting giving a sense that the City is doing great. Mayor Hammond stated that the City made substantial commitments to two negotiation groups, and he would like to see the employees paid well; however, it is important to strike a balance because the City can only pay so many people at a higher rate and the City is restricted on how much money the City raise each year through property taxes. Councilmember Wood said that the City has managed to find a sweet spot over the years and hopes that it would continue to do so; however, she wants to ensure that the City has adequate public safety.

**COUNCIL DISCUSSION REGARDING SETTING A DATE FOR MOTION TO APPOINT TO THE MAYOR POSITION:** Councilmember Wood suggested for Council to meet as soon as possible for a discussion on the process and potential candidates to fill the Mayor position. The Councilmembers agreed to meet on Wednesday, July 31, at 2:30 p.m. Mr. Adams stated that Mayor Hammond can preside over the meeting, but he cannot vote.

**MOTION:** Motion by Wood, seconded by English, that there being no other business, this meeting be adjourned. **Motion carried.**

The meeting adjourned at 12:56 p.m.

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James Hammond, Mayor

ATTEST:

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Jo Anne Mateski  
Executive Assistant

MINUTES OF A CONTINUED MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D' ALENE, IDAHO,  
HELD AT CONFERENCE ROOM 6, CITY HALL

July 31, 2024

The Mayor and Council of the City of Coeur d' Alene met in a continued session of said Council at the Coeur d' Alene City Hall Conference Room #6 on July 31, 2024, at 2:30 p.m., there being present upon roll call a quorum:

James Hammond, Mayor

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

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

**COUNCIL DISCUSSION REGARDING THE APPOINTMENT OF MAYOR EFFECTIVE SEPTEMBER 1, 2024, PURSUANT TO IDAHO CODE § 50-608.**

**MOTION:** Motion by Gookin to appoint Woody McEvers to the position of Mayor effective September 1, 2024.

**DISCUSSION:** Councilmember Gookin stated that his reasons for choosing Councilmember McEvers is due to his longevity, he is liked by the people, is very approachable, and knowing key players in the City. He encouraged him to represent the people, ensuring that what the Council votes on is carried out. Councilmember English said that he is confident that the City would be in safe hands under Councilmember McEver's leadership as Mayor. He cited his ability to weigh issues and his unique line of questioning during meetings. Councilmember Miller said that she is involved in a lot of projects, and she would be happy to support Councilmember McEvers as Mayor. Councilmember Evans stated that the community would be lucky to have Councilmember McEvers serve as their Mayor and she would be happy to support him in whatever way she can. She stated that the leadership will learn a lot from him about daily operations, team buildings, as well as pick up from his knowledge on the history of the City of Coeur d' Alene. Councilmember Wood noted that the people like him, he has received the highest votes during election, she has a lot of confidence in him, and appreciated his willingness to step-up. Mayor Hammond encouraged the Council to support the motion. He said that he has worked with Councilmember McEvers in different capacities and found him always willing to make things work as best as possible. Councilmember McEvers stated that he feels honored.

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

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

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

The Council entered into Executive Session at 2:36 p.m. Those present were the Mayor, City Council, City Administrator, City Attorney, and City Treasurer/Finance Director.

Council exited Executive Session at 3:09 p.m. Matters discussed included consideration of a labor contract offer and counteroffer.

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

The meeting adjourned at 3:09 p.m.

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James Hammond, Mayor

ATTEST:

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Jo Anne Mateski  
Executive Assistant

**CITY COUNCIL  
STAFF REPORT**

**DATE: AUGUST 6, 2024**

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

**SUBJECT: SETTING OF PUBLIC HEARING DATE: AUGUST 20, 2024**

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**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.**



# CEMETERY LOT TRANSFER / SALE / REPURCHASE ROUTING FORM

**REQUEST RECEIVED BY:**

Municipal Services Department Name      Kelley Setters Employee      6.25.24 Date

**REQUESTED BY:**

Larry and Jan Field Name  
 \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Request is for:  Repurchase of Lot(s)  
 Transfer of Lots(s) from Larry & Jan Field to Daniel Lewis

Section: DP Block: 1 Niche(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 Lots(s): 169, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Lot(s) are located in:  Forest Cemetery       Forest Cemetery Annex. (Riverview)  
 Copy must be attached:  Deed       Certificate of Sale  
 Requester is:  owner  executor  other      *Note: If "executor" or "other", affidavits of authorization must be attached.*

Title Transfer Fee: \$ 40 Receipt No: ✓

**ACCOUNTING DEPARTMENT** completes the following:  Attach original contract.

Accountant Signature Kate Ebn Date: 7/16/24

**CEMETERY SUPERVISOR** completes the following:

The above-referenced Lot(s) is/are certified to be vacant:  Yes  No  
 The owner(s) of record of the Lot(s) in the Cemetery Book of Deeds is listed as: Larry & Jan Field  
 The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.

Supervisor's Signature M Brandt Date: 6/25/2024

**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 TRANSFER  
CEMETERY LOT**

For good and sufficient consideration, receipt of which is hereby acknowledged,  
Larry and Jan Field (the "Transferor") does hereby

transfer and convey to Daniel Lewis (the  
"Transferee") the following lot(s) in the Forest Cemetery:

Section(s) OP, Block(s) 1,

Niche(s) \_\_\_\_\_, Lot(s) 169

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

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

DATED this 25<sup>th</sup> day of June, 2024.

By Larry Field  
Transferor  
Janice K. Field





# CEMETERY LOT TRANSFER / SALE / REPURCHASE ROUTING FORM

**REQUEST RECEIVED BY:**

Municipal Services

Kelley Setters

7-18-24

Department Name

Employee

Date

**REQUESTED BY:**

Kelli Griffiths

Name

Address

Phone

Request is for:  Repurchase of Lot(s)

Transfer of Lots(s) from \_\_\_\_\_ to \_\_\_\_\_

Section: WOP Block: 51 Niche(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Lots(s): 26, 45, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Lot(s) are located in:  Forest Cemetery

Forest Cemetery Annex. (Riverview)

Copy must be attached:  Deed

Certificate of Sale

Requester is:  owner  executor  other

*\*Note: If "executor" or "other", affidavits of authorization must be attached.*

Title Transfer Fee: \$ \_\_\_\_\_ Receipt No: \_\_\_\_\_

**ACCOUNTING DEPARTMENT** completes the following:

Attach original contract.

Accountant Signature Katharine Ebn

Date: 7/22/24

**CEMETERY SUPERVISOR** completes the following:

The above-referenced Lot(s) is/are certified to be vacant:  Yes  No

The owner(s) of record of the Lot(s) in the Cemetery Book of Deeds is listed as: Dennis + Kelli Griffiths

The purchase price of the Lot(s) when sold to the owner of record was \$ 1000 per lot.

Supervisor's Signature M Brandt

Date: 7/18/2024

**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 Kelli Griffitts

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

Niche(s) \_\_\_\_\_, Lot(s) 45,  
Block(s) 1, Section(s) OP

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

## CITY COUNCIL STAFF REPORT

**DATE:** August 6, 2024  
**FROM:** Dennis Grant, Engineering Project Manager  
**SUBJECT:** **SS-18-11, Silver Park 3<sup>rd</sup> Addition: Final Plat Approval**

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### DECISION POINT

Staff is requesting the following:

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

### HISTORY

- a. Applicant: Cindy Espe  
Advanced Technology Surveying, Inc.  
P.O. Box 3457  
Hayden, ID 83835
- b. Location: 6500 N. Mineral Drive (East side of Mineral Way between Hanley & Canfield Ave)
- c. Previous Action:
  1. Preliminary plat approval, August 15, 2018

### FINANCIAL ANALYSIS

There are no financial issues with this development.

### PERFORMANCE ANALYSIS

This commercial development is a re-plat of an existing single lot located in Coeur d'Alene. This subdivision created two (2) lots. The infrastructure has been previously installed and accepted by the appropriate departments. There were two conditions that will be taken care of at building permit; therefore, the document is ready for approval and recordation.

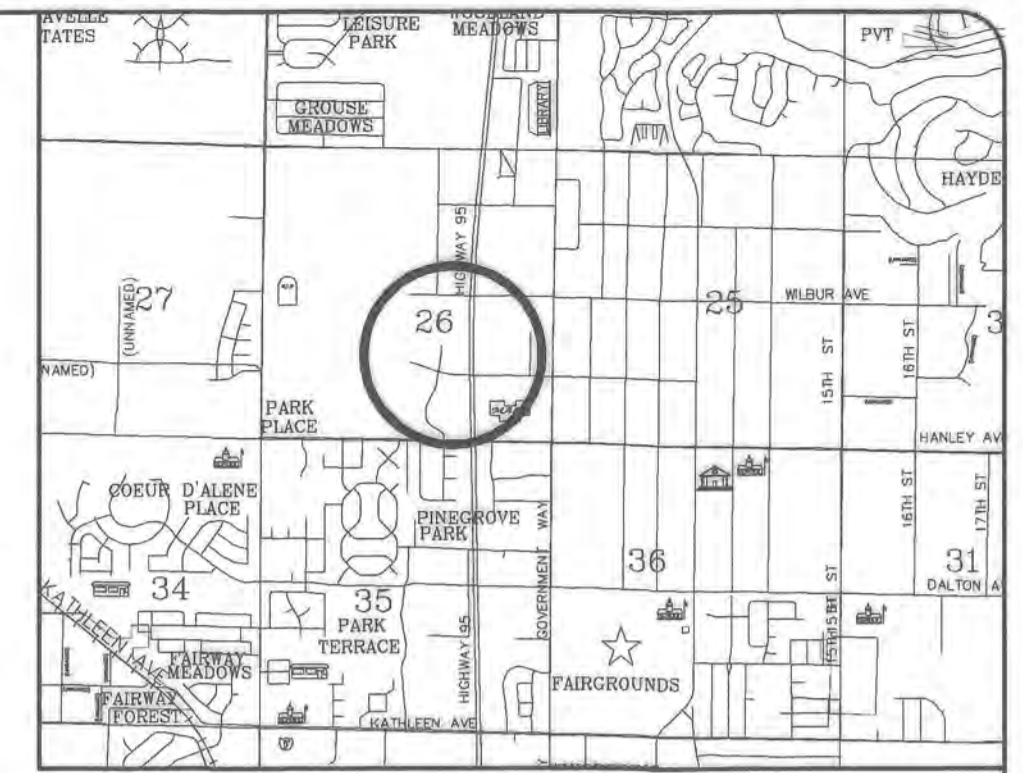
### DECISION POINT RECOMMENDATION

City Council approval of the final plat document

# SILVER PARK 3rd ADDITION

REPLAT OF LOT 3, BLOCK ONE, SILVER PARK FIRST ADDITION  
SE 1/4 OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 04 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 1 OF 2



VICINITY MAP  
NO SCALE

## OWNERS CERTIFICATE

BE IT KNOWN BY THOSE PRESENT THAT 6500 MINERAL DRIVE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY HEREBY CERTIFIES THAT THEY OWN AND HAVE LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS "SILVER PARK 3rd ADDITION", BEING A REPLAT OF LOT 3, BLOCK ONE, SILVER PARK FIRST ADDITION, AS RECORDED WITH KOOTENAI COUNTY IN BOOK "1" OF PLATS AT PAGE 419, SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 04 WEST OF THE BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26 AS WITNESSED BY A 3" A.C. MONUMENT PER CP#4 INSTRUMENT NUMBER 2445197000, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 26 AS WITNESSED BY A 2" A.C. MONUMENT PER CP#4 INSTRUMENT NUMBER 2313279000 BEARS NORTH 88°49'36" WEST, 266.178 FEET; THENCE, ALONG SAID SOUTH LINE, NORTH 88°49'36" WEST, 1552.01 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE FOR HIGHWAY 95; THENCE LEAVING SAID SECTION LINE, NORTH 01°02'50" WEST, 651.79 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 2 OF SAID PLAT, BEING A 5/8" REBAR & CAP "PLS 5289" AND BEING THE TRUE POINT-OF-BEGINNING;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 73°11'42" WEST, 386.76 FEET TO A 5/8" REBAR & CAP "PLS 5289";

THENCE, NORTH 87°21'14" WEST, 345.00 FEET TO A POINT OF THE EASTERLY RIGHT-OF-WAY LINE FOR MINERAL DRIVE AND BEING THE POINT OF NON-TANGENT CURVATURE TO THE RIGHT;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AS FOLLOWS;

136.66 FEET ALONG SAID CURVE HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 29°00'01" AND A CHORD BEARING NORTH 16°03'02" EAST, 135.21 FEET TO THE POINT OF NON-TANGENCY;

NORTH 30°46'28" EAST, 241.64 FEET TO THE POINT OF NON-TANGENT CURVATURE TO THE LEFT;

86.76 FEET ALONG SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 21°36'47" AND A CHORD BEARING NORTH 20°19'38" EAST, 86.25 FEET TO THE POINT OF TANGENCY;

NORTH 09°31'13" EAST, 30.30 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK 1, SILVER PARK, RECORDED AS BOOK "G" OF PLATS AT PAGE 023, KOOTENAI COUNTY RECORDS;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 88°49'36" EAST, 512.76 FEET TO THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE FOR HIGHWAY 95 AND BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK 1 OF SAID SILVER PARK;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 01°02'50" EAST, 341.97 FEET RETURNING TO THE POINT-OF-BEGINNING;

CONTAINING 6.017 ACRES (262,110 SF), MORE OR LESS;

BE IT FURTHER KNOWN THAT:

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

THE OWNER DOES HEREBY GRANT AN INGRESS/EGRESS ACCESS EASEMENT AS DEPICTED ON PAGE 2 OF THIS PLAT FOR THE BENEFIT OF LOT 1 OF THIS PLAT.

THE OWNER DOES HEREBY GRANT A 20' X 30' STORMWATER EASEMENT TO REPLACE THAT PORTION OF AN EXISTING STORMWATER EASEMENT (INSTRUMENT # 1056896) TO BE VACATED AS SHOWN ON THIS PLAT.

  
JOHN J. LUGER, MEMBER  
6500 MINERAL DRIVE, LLC

7-9-2024  
DATE

## NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO } S.S.  
COUNTY OF KOOTENAI

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 9<sup>th</sup> DAY OF July, 2024,  
BY JOHN J. LUGER AS MANAGER OF 6500 MINERAL DRIVE, LLC

  
NOTARY PUBLIC FOR THE STATE OF IDAHO

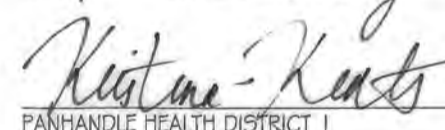
COMMISSION EXPIRES: 12-28-27



## HEALTH DISTRICT APPROVAL

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

THIS 1<sup>st</sup> DAY OF July, 2024.

  
PANHANDLE HEALTH DISTRICT I

## CITY COUNCIL APPROVAL

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

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

COEUR D'ALENE CITY CLERK

## CITY ENGINEER

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

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CITY OF COEUR D'ALENE, ENGINEER

## COUNTY RECORDER

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

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

AS INSTRUMENT NUMBER \_\_\_\_\_ AND DULY RECORDED

IN BOOK \_\_\_\_\_ OF PLATS, AT PAGES \_\_\_\_\_

KOOTENAI COUNTY RECORDER

BY: \_\_\_\_\_ DEPUTY FEE: \_\_\_\_\_

## COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31, 2023

DATED THIS 12<sup>th</sup> DAY OF July, 2024.

  
KOOTENAI COUNTY, TREASURER Deputy Treasurer

## COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.



KOOTENAI COUNTY, SURVEYOR

## SURVEYOR'S CERTIFICATE

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



ADVANCED TECHNOLOGY SURVEYING & ENGINEERING INC.

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

SCALE: N/A  
CHECKED BY: MBM  
DATE: 06-20-2024  
DRAWN BY: MBM  
DATE: 06-08-2018  
DWG: PLAT  
PROJ: 18-043

# SILVER PARK 3rd ADDITION

REPLAT OF LOT 3, BLOCK ONE, SILVER PARK FIRST ADDITION  
SE 1/4 OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 04 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 2 OF 2



## REFERENCES

- R-1) SURVEY BY GARY A. FRAME, PLS 1817, JANUARY 1986.  
RECORDED IN BOOK 4 OF SURVEYS AT PAGE 288.
- R-2) SILVER PARK BY ERNEST M. WARNER, PLS 4565, NOVEMBER 1992.  
RECORDED IN BOOK 6 OF PLATS AT PAGE 023.
- R-3) SILVER PARK FIRST ADDITION BY RUSSELL G. HONSAKER, PLS 5289,  
FEBRUARY 2003. RECORDED IN BOOK 7 OF PLATS AT PAGE 419.
- R-4) STATUTORY WARRANTY DEED INSTRUMENT NUMBER 1727318.

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

## NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW ALL PHYSICAL FEATURES OF THIS PROPERTY, OR SHOW ANY NON-RECORDED EASEMENTS. ITEMS SUCH AS BUILDINGS AND FENCES WHICH MAY BE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.
2. THIS SURVEY WAS PERFORMED BY A COMBINATION OF FIELD TRAVERSING USING A TRIMBLE 56-2 SECOND ROBOTIC TOTAL STATION AND A TRIMBLE R8-4 GNSS BASE UNIT AND A R2 RTK ROVER UNIT.
3. THE SURVEY UPON WHICH THIS PLAT IS BASED ON WAS PERFORMED ACCORDING TO IDAHO CODE 55-1911 FOR LAND BOUNDARY SURVEYS. ANY TERRESTRIAL MEASUREMENTS AND TRAVERSES PERFORMED WERE ANALYZED TO VERIFY THAT THEY EXCEED THE REQUIREMENTS OF THIS SECTION FOR ERROR CLOSURE.
4. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE EXISTING PLATTED LOT ACCORDING TO THE CITY OF COEUR D'ALENE SUBDIVISION ORDINANCE CHAPTER 16.30-SHORT SUBDIVISIONS.
5. THIS PLAT IS BASED ON TITLE GUARANTEE PREPARED BY FIRST AMERICAN TITLE COMPANY DATED APRIL 11, 2018. ORDER NUMBER 679430-C.
6. PLAT LOTS ARE SUBJECT TO THE SILVER LAKE OFFICE PARK DEVELOPMENT STANDARDS RECORDED AS INSTRUMENT #1374862 AND RE-RECORDED AS INSTRUMENT #1451052 AND DECLARATION OF PROTECTIVE COVENANTS RECORDED AS INSTRUMENT #1374863 AND RE-RECORDED AS INSTRUMENT #1451053. SAID DOCUMENTS ARE FURTHER AMENDED AND RECORDED AS INSTRUMENT #1724859 & #1724860.

## BASIS OF BEARINGS

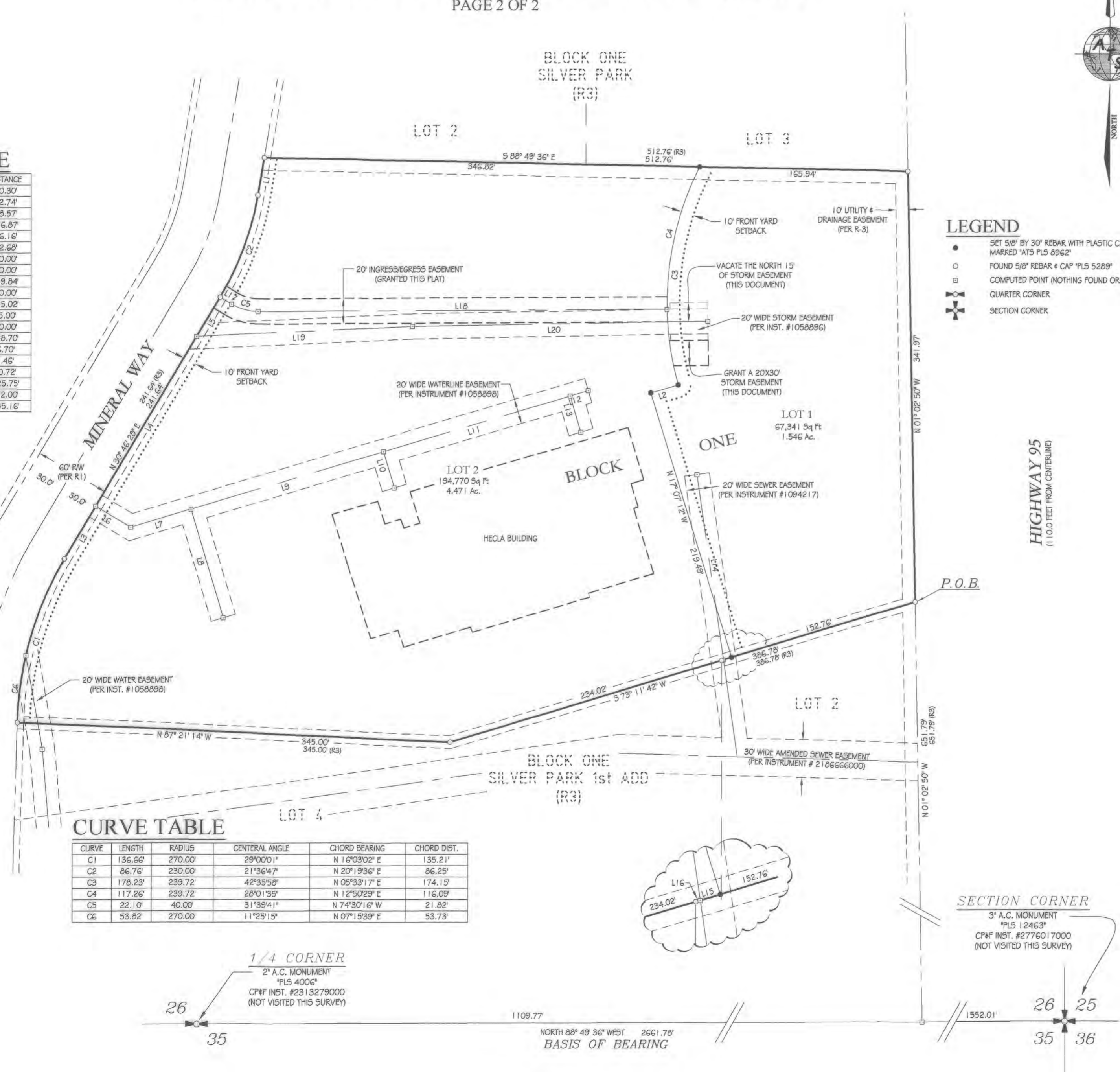
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26 WHICH IS ASSUMED TO BEAR NORTH 88°49'36" WEST, AS SHOWN HEREIN AND IN R-3.

## LINE TABLE

LINE	BEARING	DISTANCE
L1	N 09°31'13" E	30.30'
L2	N 73°42'53" E	22.74'
L3	N 30°46'28" E	48.57'
L4	N 30°46'28" E	156.87'
L5	N 30°46'28" E	36.16'
L6	S 58°59'22" E	32.68'
L7	N 73°22'20" E	50.00'
L8	S 16°37'40" E	90.00'
L9	N 73°22'20" E	159.84'
L10	S 16°37'40" E	30.00'
L11	N 73°22'20" E	155.02'
L12	N 73°22'20" E	15.00'
L13	N 16°37'40" W	30.00'
L14	N 08°13'01" W	148.70'
L15	N 73°11'42" E	6.70'
L16	N 73°11'42" E	1.46'
L17	N 58°40'26" W	10.72'
L18	N 89°39'54" E	325.75'
L19	N 87°22'49" E	172.00'
L20	N 88°55'53" E	235.16'

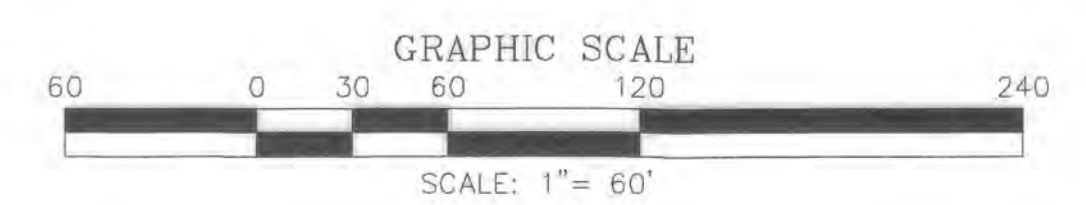
## LEGEND

- SET 5/8" BY 30" REBAR WITH PLASTIC CAP MARKED 'ATS PLS 8962'
- FOUND 5/8" REBAR & CAP 'PLS 5289'
- COMPUTED POINT (NOTHING FOUND OR SET)
- ⊕ QUARTER CORNER
- ⊗ SECTION CORNER



## CURVE TABLE

CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DIST.
C1	136.66'	270.00'	29°00'01"	N 16°03'02" E	135.21'
C2	86.76'	230.00'	21°36'47"	N 20°19'36" E	86.25'
C3	178.23'	239.72'	42°35'58"	N 05°33'17" E	174.15'
C4	117.26'	239.72'	28°01'35"	N 12°50'29" E	116.09'
C5	22.10'	40.00'	31°59'41"	N 74°30'16" W	21.82'
C6	53.82'	270.00'	11°25'15"	N 07°15'39" E	53.73'



**ADVANCED TECHNOLOGY SURVEYING & ENGINEERING**

INC.

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

SCALE: 1"=60'

CHECKED BY: MBM  
DATE: 06-21-2024

DRAWN BY: MBM  
DATE: 06-08-2018

DWG: PLAT  
PROJ: 18-043

RESOLUTION NO. 24-056

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: SIX (6) ART DISPLAY AGREEMENTS FOR A TERM OF ONE-YEAR WITH THE OPTION TO EXTEND FOR AN ADDITIONAL ONE-YEAR; UTILITY EASEMENT FOR SEWER SERVICE FROM GOODWILL INDUSTRIES OF THE INLAND NORTHWEST OVER PROPERTY BETWEEN 4TH AND 5TH STREETS AND SPOKANE AND HARRISON AVENUES; UTILITY EASEMENT FOR WATER TANK ACCESS FROM DEBRA HEDBERG OVER PROPERTY AT 3115 THOMAS LANE; AND UTILITY EASEMENT FOR WATER LINE FROM NILS ROSDAHL FOR PROPERTY AT 3362 E. THOMAS LANE.

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

- A) Six (6) Art Display Agreements for a term of one-year with the option to extend for an additional one-year, for new art pieces pursuant to the 2024 ArtCurrents program;
- "Woodland" by Paul Reimer
  - "Sentinel Watcher" by Robert Turriff
  - "Eternal Mudra" by Dale Young
  - "Coeur d'Maison" by Michael Dunton
  - "O'Keefe 7" by Patrick Sullivan
  - "Sway" by Michael Dunton
- B) Acceptance of a Utility Easement for Sewer Service from Goodwill Industries of the inland Northwest for property located between 4<sup>th</sup> and 5<sup>th</sup> Streets and Spokane and Harrison Avenues;
- C) Acceptance of a Utility Easement for Water Tank Access from Debra Hedberg for property located at 3115 Thomas Lane;
- D) Acceptance of a Utility Easement for Water Line from Nils Rosdahl for property located at 3362 E. Thomas Lane;

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 the agreements and take the other actions for the subject matter as set forth in substantially the form attached hereto as Exhibits “A” through “D” and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and the other actions, so long as the substantive provisions of the agreements and the other actions 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 6<sup>th</sup> 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 \_\_\_\_\_.

## **CITY COUNCIL MEETING STAFF REPORT**

**DATE:** AUGUST 6, 2024

**FROM:** TROY TYMESEN, CITY ADMINISTRATOR

**SUBJECT:** APPROVAL OF SELECTED ART PIECES FOR THE 2024  
ARTCURRENTS PROGRAM

---

**DECISION POINT:** Should Council approve art display agreements for periods of one-year each, with the option to extend for an additional year each, for six (6) new art pieces under the 2024 ArtCurrents program?

**HISTORY:** The City of Coeur d’Alene Public Art Program Policy, adopted by the City Council pursuant to Resolution No. 00-010 on November 2, 1999, amended by Resolution No. 08-017 on April 1, 2008, and amended by Resolution No. 17-027 on May 2, 2017, designates the Coeur d’Alene Arts Commission (Commission) as the standing committee charged by the City Council to oversee the Public Art program. Oversight responsibilities of the Commission include selection of artworks for the ArtCurrents program which are on display for public viewing around the City.

The Commission established an ArtCurrents subcommittee. In 2024, a “Call to Artists” was published through CaFÉ on May 8, and was open to artists residing in the states of Idaho, Montana, Utah, Wyoming, British Columbia, Washington, and Oregon. The criteria required that the submitted art piece be a minimum of 36”, able to withstand the elements year-round, and valued at a minimum of \$5,000 to a maximum of \$25,000. The artist was also required to provide a photo of the front and back of the art piece, and that the application include a brief explanation of, and inspiration for, the piece.

The call closed on July 1, 2024, and a total of thirty-three (33) art pieces from twenty (20) artists were submitted. The 2024 ArtCurrents subcommittee met on July 8 and through selection by scoring, submitted the top eight (8) art pieces to the Arts Commission. The Arts Commission on its July 23 regular meeting approved to bring before Council the top six (6) art pieces from five (5) artists.

The newly selected ArtCurrents pieces will be displayed for a maximum of two-year period beginning in October 2024, and concluding in September 2026. The artists will receive \$1,000.00 per art piece for each year the art is on display.

**FINANCIAL:** Funding for the ArtCurrents program comes from ignite cda. The total budget for the ArtCurrents program is \$20,000 over a two--fiscal-year period (\$10,000 for each fiscal year).

**DECISION POINT/RECOMMENDATION:** Council should approve the selection of the six (6) new art pieces for the ArtCurrents program as recommended by the ArtCurrents subcommittee and Arts Commission, and authorize staff to execute the art display agreements.





## “Woodland”

**Artist: Paul Reimer**  
Cranbrook, BC

This artwork explores the theme of community spirit and collaboration through the use of multiple sculptures gathered together. Like a forest, a community is made stronger through many individuals coming together to support each other. On their own, each tree is strong and valuable, but together they become a force that influences the world. The same is true for members of a community. When individuals bring their strength and creativity together to support and energize others, the result is a community in which every resident has the opportunity to thrive and contribute.

The trees are hand-forged steel in varying widths and are finished with an industrial enamel giving them a durable and weather resistant finish. The tallest of the three trees is 48” tall. The trees are attached to a 24” x 24” steel baseplate.



**Hand Forged Iron and Stone**  
48” x 20” x 20”  
\$10,000.00

*ArtCurrents 2024*

## “Sentinel Watcher”

**Artist: Robert Turriff**  
North Vancouver, BC

Conceived as a guardian of nature, “Sentinel Watcher” assumes the role of a vigilant sentinel overseeing human activities. Despite its seeming stasis appearance, this robotic organic entity instills an ominous sensation, hinting at its latent capacity for action. In the artist’s vision, this creature stands as a defender of the last remnants of thriving ecosystems.

Crafted from welded steel components, meticulously cut and refined, it functions as an artificial intelligence-generated protective drone, distinct from human creation.

“Sentinel Watcher” acts where human green and hubris fail, serving as a poignant commentary on our collective responsibilities towards the environment.



**Welded Mild Steel**

**6' x 4' x 3'**

**\$12,000.00**

*ArtCurrents 2024*

## “Eternal Mudra”

**Artist: Dale Young**  
Coeur d’Alene, ID

It is a stone sculpture that will last eternally. The sculpture is peace giving and presents unity to the Coeur d’Alene community.

Stonework is classic throughout the world. It has always shown its ability to tell a story. The inspiration for this piece was the material itself. It is nature at its finest. It is the building block of existence!



**Stone – Serpentine and  
White Granite**

**56”x 48” x 36”**

**\$6,500.00**

*ArtCurrents 2024*

## “Coeur d’Maison”

**Artist: Michael Dunton**  
Castle Valley, UT

Coeur d’Maison was commissioned in 2019 for a home overlooking the lake. The owners of the piece, long time Coeur d’Alene residents, are selling the home and have relocated to Riverstone. Rather than sell the piece with the house, they have decided to try to share it with the community through the Art Currents program.

As an abstract artist, when doing commissions, I draw from the client and the essence of the surroundings to inform my design. This piece, to me, represents Coeur d’Alene from an emotional perspective. It was born from the view seen in the images as well as the indelible influence that having grown up in Coeur d’Alene has given to me.

The title translates to “Heart of the Home” and was given to it by the owner after the piece was installed. Currently, it sits on a tree stump but will be set on a steel base with an accompanying solar panel later this summer.

Another example of my work is in your permanent collection, Cor Leonis, in McEuen park.



**Marble, Steel & LED Light**

**92” x 32” x 24”**

**\$25,000.00**

*ArtCurrents 2024*

## “O’Keefe 7”

**Artist: Patrick Sullivan**  
Saint George, UT

It will be exciting to realize public sculpture in stone for the City of Coeur d’Alene public art project. My approach to this commission will be creating large, unique, site-specific public art in stone symbolizing the themes important to the Art Currents public art project.

Stone is the most green and sustainable material for public art, climate friendly with zero harmful emissions or toxic materials created during fabrication.

I have over 40 years experience making public art in stone and over 40 years experience as a landscape designer/ stone mason.

**Carrera Marble**

**40” x 10” x 8”**

**\$9,500.00**



*ArtCurrents 2024*

# “Sway”

Artist: Michael Dunton  
Castle Valley, UT



“Sway” is wave form.  
Sunlight on moving trees and moonlight on water

Marble, Steel & LED Light  
80” x 18” x 16”  
\$16,000.00

ArtCurrents 2024



Coeur d'Alene  
Arts Commission



# Questions?

## ART DISPLAY AGREEMENT

This Art Display Agreement (hereinafter referred to as the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Coeur d’Alene, a municipal corporation created and existing under the laws of the state of Idaho (hereinafter referred to as the “City”), and \_\_\_\_\_, (hereinafter referred to as the “Artist”).

**WHEREAS**, the City has established a program to promote, sustain, and cultivate public art through the display of art pieces in public spaces in Coeur d’Alene, Idaho; and

**WHEREAS**, in exchange for a stipend, as set forth herein, the Artist shall lend his/her Artwork (depicted and described in Exhibit “A,” attached hereto) for display at the site designated by the City (hereinafter referred to as the “Site”), for the period of time set out herein; and

**WHEREAS**, the Artist is qualified and able to perform the services as described in this Agreement; and

**WHEREAS**, the City has investigated and determined that it would be beneficial and in the best interests of the City and its citizens to allow the Artist to place the Artwork at the Site to promote visual arts in the City.

**NOW, THEREFORE**, in consideration of the promises and the agreements contained herein, the Parties hereby agree as follows:

**1. Artwork.** The Artist agrees to allow the City to display his/her Artwork at the Site. No modification or addition to the Artwork shall be allowed unless agreed to in writing by the City. The Artist acknowledges and agrees that all Artwork submitted for display is subject to the final approval of the City Administrator or designee.

**2. Consideration.** The City agrees to pay, and the Artist agrees to accept, the sum of One Thousand and no/100 Dollars (\$1,000.00) as full consideration for the right of the City to display the Artwork under this Agreement, hereinafter referred to as the “stipend fee,” on one year. If the Display Period is extended pursuant to paragraph 4, the City will pay an additional stipend fee of One Thousand and no/100 Dollars (\$1,000.00) to the Artist.

If the Artwork is purchased during, or as a direct result of its display at the Site, the Artist shall pay the City a twenty-five percent (25%) commission, which commission shall inure to the benefit of the Coeur d’Alene Arts Commission.

**3. Display Site.** The Artwork will be displayed at a location determined by the City in its sole discretion. The City reserves the right to move the Artwork at any time during the term of this Agreement when such move is deemed to be in the best interests of the City and the program.

**4. Display Period.** The Artist hereby agrees that the Artwork may be displayed from October 1, 2024, through September 30, 2025. The parties, by mutual agreement, may

extend the Display Period for one (1) additional year, from October 1, 2025, through September 30, 2026.

**5. Delivery, Installation, and Removal.** The Artist shall, at his/her sole cost and expense, be responsible for the delivery and removal of the Artwork to and from the Site. The Artist shall be solely responsible for any damage to the Artwork during transportation to and from the City. If the Artist will not be present for installation, the Artwork shall be delivered to 3800 N. Ramsey Road, Coeur d'Alene, Idaho, prior to the first day of installation or as otherwise specified by the City. The Artist who will directly transport the Artwork and be present for installation shall bring the Artwork to the installation location or as otherwise specified by the City.

The Artist shall remove the Artwork from the Site no later than ten (10) days after the City provides notice that the Artwork is ready for removal. Notice shall be deemed given on the date it is deposited, postage prepaid, in the United States Mail at the address set out in paragraph 15 or on the date of personal service. If the Artist fails to remove the Artwork within ten (10) days after notice, the City shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City. The Artist shall be responsible for any and all costs and expenses associated with the City's disposal of the Artwork and the related materials, equipment, and any other items associated or used in conjunction with the Site.

If the Artist elects to remove the Artwork prior to the expiration of this Agreement, the Artist shall be responsible for all costs associated with uninstalling the Artwork and shall reimburse the City for the entire stipend fee.

**6. Installation.** The City shall securely and effectively install all the Artwork. The Artist shall, upon request, assist the City in the installation of the Artwork. In advance of the installation, the Artist shall provide to the City a written description of the manner of preferred installation, including a statement of details addressing any preparatory work which must be performed to prepare the Site. However, the City shall make the final determination of how, when, and where the Artwork shall be installed and displayed.

The Artist shall securely attach the Artwork to a metal base if the City determines that it is to be bolted or welded to an appropriate pedestal or concrete base upon installation.

**7. Maintenance of Artwork.** The maintenance of the Artwork shall be the sole responsibility of the Artist. Any and all costs associated with or related to the maintenance of the Artwork shall be the sole responsibility of the Artist. If the City determines that maintenance is necessary or advisable, the City shall notify the Artist who will perform the maintenance requested. In the event of an emergency, the City may, in its sole discretion, undertake reasonable actions to make repairs to the Artwork or to preserve it for repair by the Artist. By displaying the Artwork at the Site, the Artist represents and agrees that the Artwork is appropriate for the Site conditions.

**8. No Security; Assumption of Liability.** The Artist acknowledges and agrees that the City will not provide any security for the Artwork. The Artist hereby assumes liability for, and agrees that the City shall not, for any reason, be liable for the loss of, the theft of, damage to, or destruction of the Artwork, or any related materials, equipment, or any other items associated or used in conjunction with the Artwork, excepting damage caused by the sole negligence of the City.

**9. Insurance.** The Artist may, at his/her sole cost and expense, insure the Artwork against damage or destruction. The City will maintain insurance covering damage to or destruction of the Artwork caused by the sole negligence of the City, subject to paragraph 8.

**10. Photographic Rights.** The Artist hereby grants permission to the City to photograph or videotape, or to authorize others to photograph or videotape, the Artwork for any non-commercial use.

**11. Relationship between the Artist and the City.** The Parties agree that the City is not, under any circumstance, acting as the Artist's agent, dealer, or exclusive seller. The Artist shall not be considered an employee of the City for any purpose.

**12. Representations and Warranties Regarding Copyright.** The Artist hereby warrants and represents that the Artwork is an original creation of the Artist and will not infringe the copyright, trademark, or other intangible or intellectual rights of any third party.

**13. Termination/Waiver of Damages.** The City may terminate this Agreement at any time, and for any reason or no reason at all. Should the City terminate this Agreement, the Artist hereby releases the City, and its officers, agents, representatives, and employees from any claims, causes of action, or damages whatsoever arising from the termination. Nothing herein shall be construed to guaranty the Artist that his/her Artwork will be displayed for the entire term of this Agreement. Unless the City terminates this Agreement for cause, the Artist will not be required to return any portion of the stipend fee paid.

**14. Governing Jurisdiction; Venue.** This Agreement is governed by the laws of the State of Idaho. In any action brought involving this Agreement, venue shall be in the First Judicial District of the State of Idaho, in and for the County of Kootenai

**15. Miscellaneous Provisions.**

a. **Assignment.** This Agreement is not assignable without the prior written consent of the City.

b. **Notices.** Any notice required or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, or by delivering the same in person to such party via a hand-delivery service. For purposes of notice, the addresses of the parties shall be as follows:

If to Artist: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the City: City of Coeur d'Alene  
Attn: City Clerk  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83814

- c. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.
- d. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

**CITY OF COEUR D'ALENE**

**ARTIST:**

By \_\_\_\_\_

By \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Print Name) \_\_\_\_\_



**EXHIBIT "A"**

**(Photo)**

**Name of Art Piece**

## UTILITY EASEMENT FOR SEWER LINE

**KNOW ALL MEN BY THESE PRESENTS** that Goodwill Industries of the Inland Northwest, whose address is 130 East Third Avenue, Spokane, Washington, 99202, 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, 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, 83814, and its successors and assigns, an easement, together with the rights of ingress and egress for the improvement, operation and maintenance of the sanitary sewer line and appurtenances, twenty (20) feet in total width, as measured from and centered over the centerline of the pipe and described in Exhibit "A," and shown in Exhibit "B" over and through the following described property:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block 11, Simm's Addition, according to the Plat recorded in Book "A" of Plats at Page 53, Records of Kootenai County, Idaho

The **GRANTOR** agrees to keep the above-described easement clear of all buildings, structures, deep rooted flora, and other obstructions, not to include readily movable items.

The **GRANTOR** further agrees that no other easement shall be granted on, under, or over this easement without obtaining the prior written consent of the **GRANTEE**.

The **GRANTOR** agrees that all underground facilities installed by or for the **GRANTEE** shall remain the property of the **GRANTEE**, and removable by the **GRANTEE** at its option.

It is also understood and agreed that the **GRANTOR** shall not increase or decrease the ground surface elevations within this easement as they exist at the time this document is executed without obtaining prior written consent of the **GRANTEE**.

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

The **GRANTOR** gives this easement to the **GRANTEE TO HAVE AND TO HOLD** so long as the same shall be used, operated, and maintained for public purposes.



IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this 12 day of July, 2024.

GOODWILL INDUSTRIES OF THE NORTHWEST

By [Signature]  
CLARK M. BREKKE (print name)  
President/CEO (print title)

STATE OF Washington )  
   ) ss.  
COUNTY OF Spokane                          )

On the 12<sup>th</sup> day of July, 2024, before me, a Notary Public, personally appeared Clark Brekke, President and CEO of Goodwill Industries of the Inland Northwest, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that Goodwill Industries of the Inland Northwest executed the same.

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



Notary Public for [Signature]  
Residing at Spokane, WA  
My Commission Expires: 04-30-2027



**EXHIBIT A**  
**SEWER LINE EASEMENT DESCRIPTION**

A strip of land situate in the City of Coeur d'Alene, County of Kootenai, State of Idaho being a portion of the land described as Lots 4, 5, 6, 7, 8, 9, 10, 11, and 12 of Block 11, Amended Plat to Simms Addition in Book 8 of Plats at Page 57 and being 20.00 feet in width, lying 10.00 feet each side of the following described centerline:

**Commencing** at the Southwest Corner of Section 12, Township 50 North, Range 4 West, Boise Meridian as described in Kootenai County CP&F record 1657188; Thence South 89°01'43" East 2654.10 feet to the South Quarter Corner of Section 12, Township 50 North, Range 4 West, Boise Meridian as described in Kootenai County CP&F record 2014484; Thence North 87°41'02" West 1068.10 feet to a point on the North right-of-way line of Harrison Avenue, and also being the **True Point of Beginning** for this description:

Thence leaving said North right-of-way along the following centerline:

North 02°44'24" West 189.84 feet,  
North 00°51'03" East 110.44 feet to a point on the South right-of-way line of West Spokane Avenue and **Point of Terminus** of this description.

The side lines of this description are to be lengthened or shortened to terminate on the South right-of-way line of West Spokane Avenue.

**Subject to:**

An easement (20 feet in width) for sewer line, granted to the City of Coeur d' Alene be that certain instrument recorded in Book 143, Page 493 of Kootenai County Records.

An easement (10 feet in width) for sewer line, granted to the City of Coeur d' Alene be that certain instrument recorded in Book 143, Page 494 of Kootenai County Records.

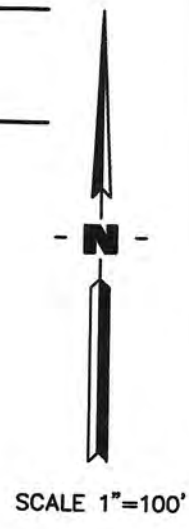
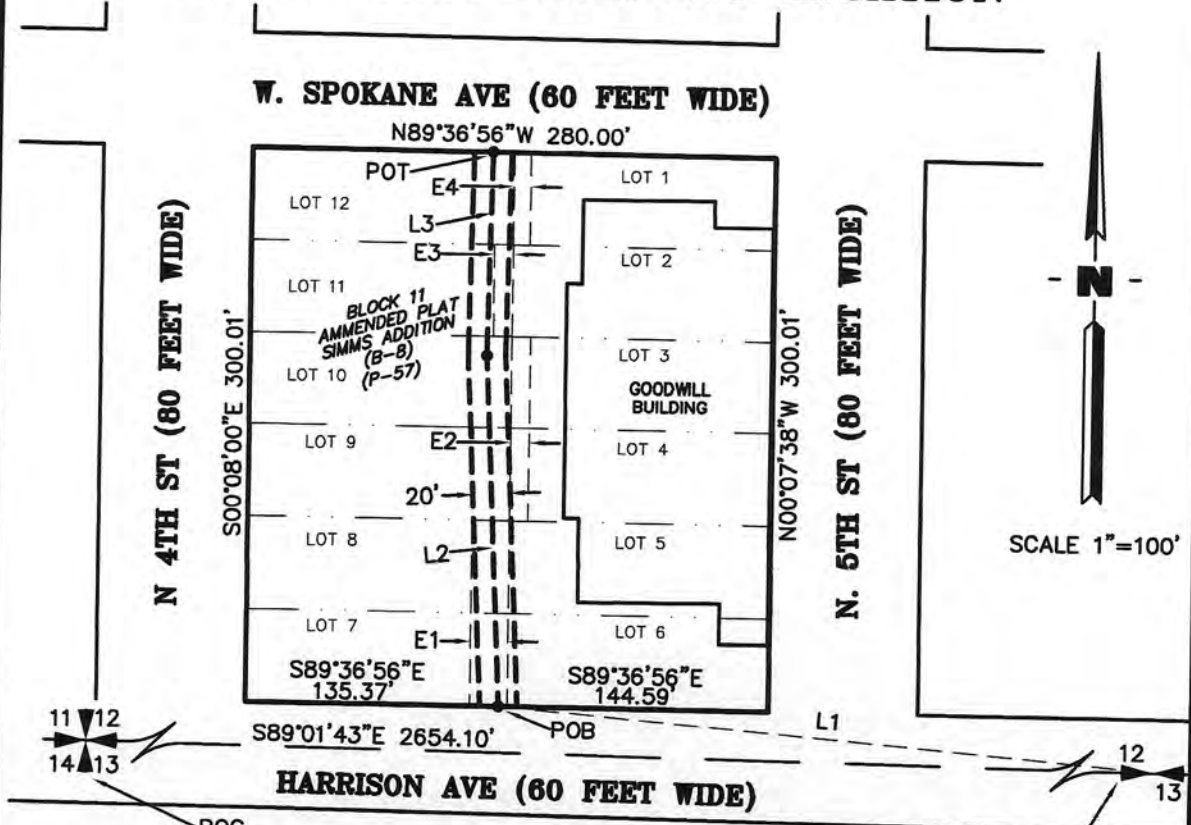
An easement (10 feet in width) for sewer line, granted to the City of Coeur d' Alene be that certain instrument recorded in Book 145, Page 90 of Kootenai County Records.

Prepared by:

Mitchell Duryea  
PLS L-8693  
Expires: 9/30/2024



# EXHIBIT B SEWER LINE EASEMENT LOCATION



POC  
FOUND 2" ALUMINUM CAP  
IN STEEL MONUMENT BOX,  
TAKEN AS THE SOUTHWEST  
SECTION CORNER AS NOTED  
IN CP&F RECORD INST. NO. 1657188

FOUND 1" IRON PIPE  
IN A STEEL MONUMENT BOX,  
TAKEN AS THE SOUTH QUARTER  
CORNER, AS NOTED IN CP&F  
RECORD INST. NO. 2014484

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 84°58'29" W	352.28'
L2	N 02°44'24" W	189.84'
L3	N 00°51'03" E	110.44'

**EASEMENTS**

EASEMENT	TYPE/RECORD
E1	20' SEWER EASEMENT BOOK 143, PAGE 493
E2	10' SEWER EASEMENT BOOK 143, PAGE 494
E3	10' SEWER EASEMENT BOOK 145, PAGE 90
E4	9' SEWER EASEMENT BOOK 143, PAGE 495

**LEGEND**

POC = POINT OF COMMENCEMENT  
TPOB = TRUE POINT OF BEGINNING  
POT = POINT OF TERMINUS



**DURYE & ASSOCIATES**  
2702 N. Perry Street  
Spokane, WA 99207  
JOB NO. 22-3309

## UTILITY EASEMENT WATER TANK ACCESS

**KNOW ALL MEN BY THESE PRESENTS** that Debra A. Hedberg, with the principle place of residence at 3115 Thomas Ln., the **GRANTOR**, for and in consideration of providing one (1) one-inch (1") Water service, 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 and convey unto the **CITY OF COEUR DALENE**, 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 operation and maintenance of a water line and for water tank access, over and through the property situated in Kootenai County with an address of 3115 Thomas Lane, which easement is described in Exhibit "A" attached hereto and incorporated herein by reference.

The **GRANTOR** further agrees to keep the easement clear of all buildings, structures, and other obstructions, not to include 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. The **GRANTOR** further agrees that the water tank access easement is only for the purpose of ingress and egress for the improvement, operation, and maintenance of the water tank by the **GRANTEE**. If any future development proposes to use the easement for any other purpose, the access must be improved to meet Kootenai County fire code standards or, if annexed into the City of Coeur d'Alene, the **GRANTEE**'s fire code standards. The **GRANTOR** and **GRANTEE** further agree that if the water tank easement ever need to be adjusted in the future, this could be achieved as long as access is still granted for the water tank access, and that both parties mutually agree to the adjustment of the easement.

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

**TO HAVE AND TO HOLD** such easement for public purposes so long as the same shall be used, operated and maintained for public purposes.

**IN WITNESS WHEREOF**, the **GRANTORS** have caused this instrument to be executed this 10<sup>th</sup> day of July, 2024

**Debra A. Hedberg:**



---

STATE OF IDAHO )  
                                  ) ss.  
County of Kootenai )

On this 10<sup>th</sup> day of July, 2024, before me, a Notary Public, personally appeared Debra A. Hedberg, known to me to be the person who executed the foregoing instrument, and acknowledged to me that it is true and correct to the best of her knowledge and belief.

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

Felicia Bruyette  
Notary Public for Idaho  
Residing at ~~Coeur d'Alene~~ Harrison, ID  
My Commission Expires: 04/15/2027



VIII.

The Owner agrees to obtain all permits and easements required to connect to the existing City Utility System and submit a copy of such to the City prior to beginning construction thereof.

IX.

The Owner agrees to dedicate easements and/or rights-of-way to the public for the future development of all public ways considered necessary by the City for proper traffic flow and for the maintenance and operation of all public utilities. The size and location of said easement or rights-of-way shall be determined by the City at the time this Agreement is executed and said dedication or agreement shall be recorded by the Owner in the office of the County Recorder and a certified copy of the recorded dedication or agreement filed with the City Clerk within one month after execution of the Agreement.

X.

The Owner agrees to obtain from the City all standard application forms for utility service, execute said applications, and pay all fees therefore before connection to the City utility or within one year after execution of the agreement, whichever is sooner.

XI.

The Owner agrees to pay the current hookup fees, asphalt patching fees, and any actual additional costs incurred for rock excavation or special construction/stabilization requirements necessary to connect to the existing Utility System in accordance with the ordinances, rules and regulations established by the City for such connections. The Owner further agrees to pay, in a timely manner, all monthly water fees assessed.

XII.

Upon approval of this Agreement, the Owner agrees to convey, in writing and without cost to the City, all water rights attached to the Property which is the subject of this Agreement.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene, and the Owner of the Property have executed this Agreement the day and year first above written.

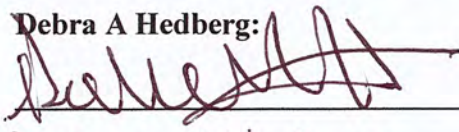
**Debra A Hedberg:**  
  
\_\_\_\_\_  
Debra A Hedberg (print name)



EXHIBIT \_\_A\_\_

LEGAL DESCRIPTION  
OF ACCESS EASEMENT

DEBRA HEDBERG  
TO  
THE CITY OF COEUR D'ALENE

February 16, 2023

That portion of Tracts 1 and 2, Block A, Thomas Garden Tracts, according to the Plat thereof, recorded in Book B of Plats at Page 137, records of Kootenai County, Idaho, being situated in the NE 1/4 of Section 6, Township 50 North, Range 3 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, more particularly described as follows:

**COMMENCING** at the northeast corner of said Tract 1, said point also being the northeast corner of said Section 6, from which the North 1/4 Corner of said Section 6 bears North 88°59'58" West, 2,648.91 feet; thence North 88°59'58" West along the north line of said Tract 1, 308.71 feet, more or less, to a point on a line lying 22.50 feet easterly of and parallel with the west boundary line of said Tract 1;

thence South 00°38'43" West along said line 553.85 feet to the **POINT OF BEGINNING**;

thence continuing South 00°38'43" West along said line 140.54 feet;

thence North 30°46'31" West, 90.72 feet;

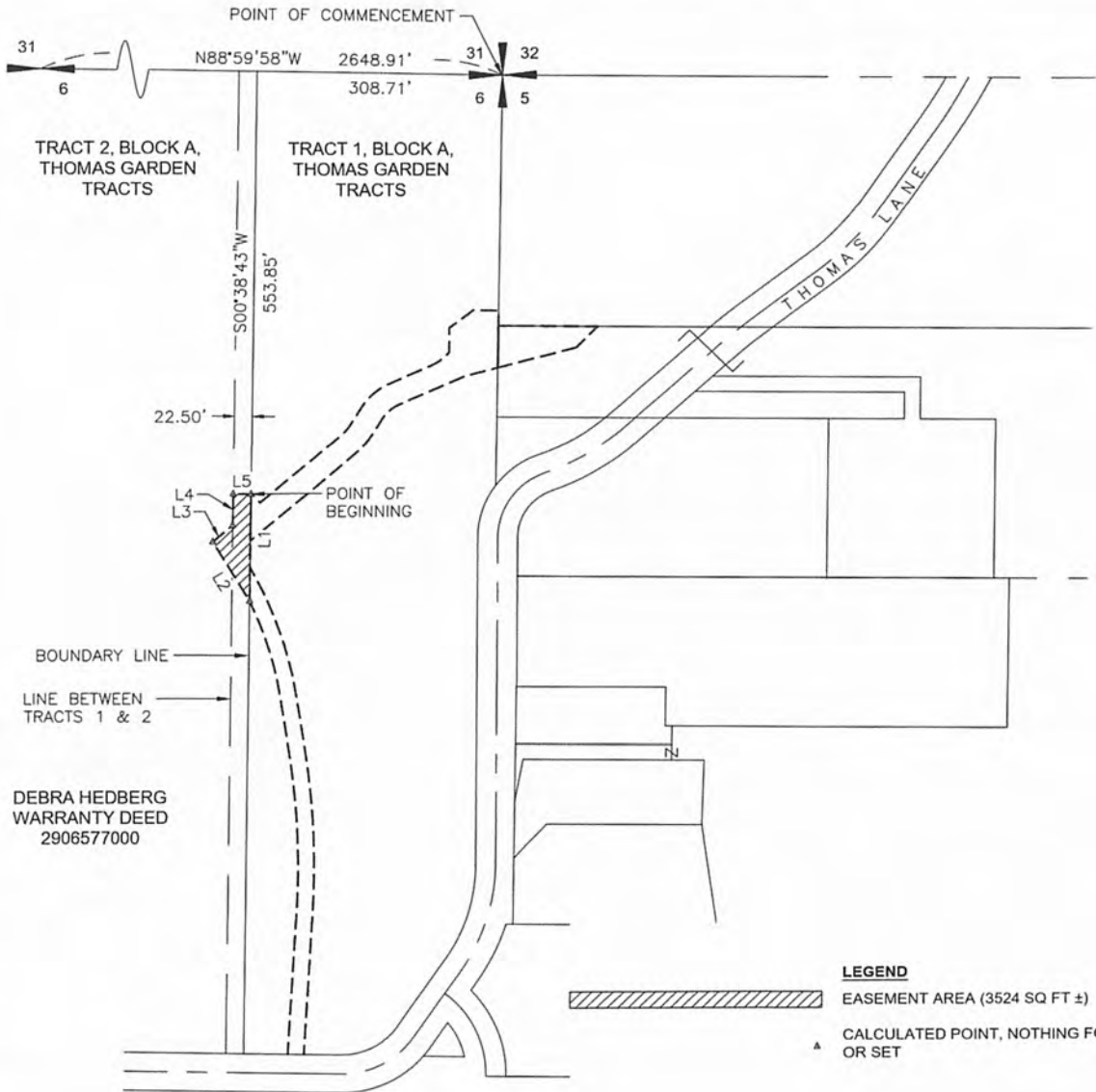
thence North 49°01'44" East, 33.16 feet, more or less, to the common boundary line between said Tracts 1 & 2;

thence North 00°38'43" East along said common boundary 41.10 feet;

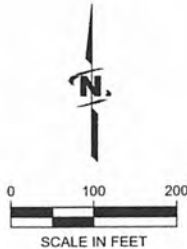
thence South 89°21'17" East, 22.50 feet, more or less, the **POINT OF BEGINNING**.

SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on above-described tract.





LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00° 38' 43"W	140.54'
L2	N30° 46' 31"W	90.72'
L3	N49° 01' 44"E	33.16'
L4	N00° 38' 43"E	41.10'
L5	S89° 21' 17"E	22.50'



**EXHIBIT  
ACCESS EASEMENT**

A PORTION OF TRACTS 1 AND 2, BLOCK A, THOMAS GARDEN TRACTS, SITUATED IN THE NE 1/4 OF SEC 6, T 50N, R 3W, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

## UTILITY EASEMENT FOR WATER LINE


**KNOW ALL MEN BY THESE PRESENTS**, that Nils Rosdahl, with the principle place of residence at 3362 E. Thomas Ln., Coeur d'Alene, Idaho, the **GRANTOR**, for and in consideration of providing one (1) one-inch (1") water service, and other good and valuable consideration, provided and 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, a perpetual easement, together with the rights of ingress and egress for the improvement, operation and maintenance of the water line, ten (10) feet in total width, over and through the property situated in Kootenai County with an address of 3362 E. Thomas Ln., which easement is described in Exhibit "A-1" through "A-3" attached hereto and incorporated herein by reference.

The **GRANTOR** further agrees to keep the easement clear of all buildings, structures, and other obstructions, not to include 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, or to remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the underground facility, the **GRANTEE** shall repair and restore what was removed or damaged to their original condition at the expense of the **GRANTEE**.

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

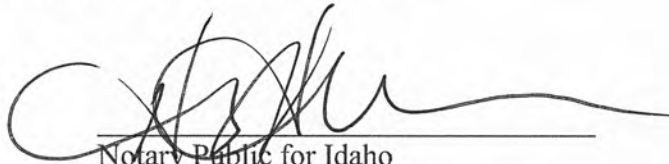
**IN WITNESS WHEREOF**, the **GRANTORS** have caused this instrument to be executed this 19 day of July, 2024.

  
\_\_\_\_\_  
Nils Rosdahl

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 19 day of July, 2024 before me, a Notary Public, personally appeared Nils Rosdahl, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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



Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission Expires: 10-01-2024



EXHIBIT A-1

LEGAL DESCRIPTION  
OF UTILITY EASEMENT

NILS ROSDAHL  
TO THE  
CITY OF COEUR D'ALENE

February 7, 2023

A strip of land 10 feet in width, lying adjacent to and easterly of the public right-of-way line of Thomas Lane across that certain property described in Warranty Deed recorded as Instrument No. 846123, Records of Kootenai County, Idaho, the legal description for said property being attached hereto as Exhibit A-2 and the right-of-way of said Thomas Lane being more particularly described on attached Exhibit A-3, attached hereto; said strip being situated in the NW 1/4 of Section 5 and the NE 1/4 of Section 6, Township 50 North, Range 3 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho.

Said strip containing 1450 square feet, more or less.

*Jeremy Russell*



A circular professional seal for a land surveyor. The outer ring contains the text "PROFESSIONAL LAND SURVEYOR" at the top and "GEREMY J. RUSSELL" at the bottom. The inner ring contains "LICENSED" at the top and "STATE OF IDAHO" at the bottom. In the center, the license number "13419" is printed above the date "5/10/23".

EXHIBIT A-2

ROSDAHL

That portion of the Southwest quarter of the Northwest quarter of the Northwest quarter of Section 5, Township 50 North, Range 3 W.B.M., Kootenai County, State of Idaho, described as follows:

Beginning at the Northwest corner of the Southwest quarter of the Northwest quarter of the Northwest quarter of said Section 5;

thence South along the West line of said Section, 145 feet; thence North  $89^{\circ}36'31''$  East, 217 feet;  
thence South parallel with the West line of said Section 5, 51 feet;  
thence North  $89^{\circ}36'31''$  East, 428.71 feet, more or less, to the East line of the Southwest quarter of the Northwest quarter of the Northwest quarter of Section 5;  
thence North along said East line 196 feet, more or less, to the Northeast corner of the Southwest quarter of the Northwest quarter of the Northwest quarter of said Section 5;  
thence West along the North line of said Southwest quarter of the Northwest quarter of the Northwest quarter to the point of beginning.

EXHIBIT A-3

LEGAL DESCRIPTION

A PORTION OF THOMAS LANE RIGHT-OF-WAY

February 7, 2023

A strip of land 50 feet in width being situated in the NW1/4 of Section 5 and the NE1/4 of Section 6, Township 60 North, Range 3 West, B.M., City of Coeur D'Alene, Kootenai County, Idaho, lying 25 feet on either side of the following described line:

COMMENCING at the northwest corner of said Section 5 (from which the W1/4 corner of said Section 5 bears South  $00^{\circ}45'25''$  West, a distance of 2,627.13 feet); thence South  $89^{\circ}28'58''$  East

along the north line of the NW1/4 of said Section 5, a distance of 584.66 feet to the POINT OF BEGINNING;

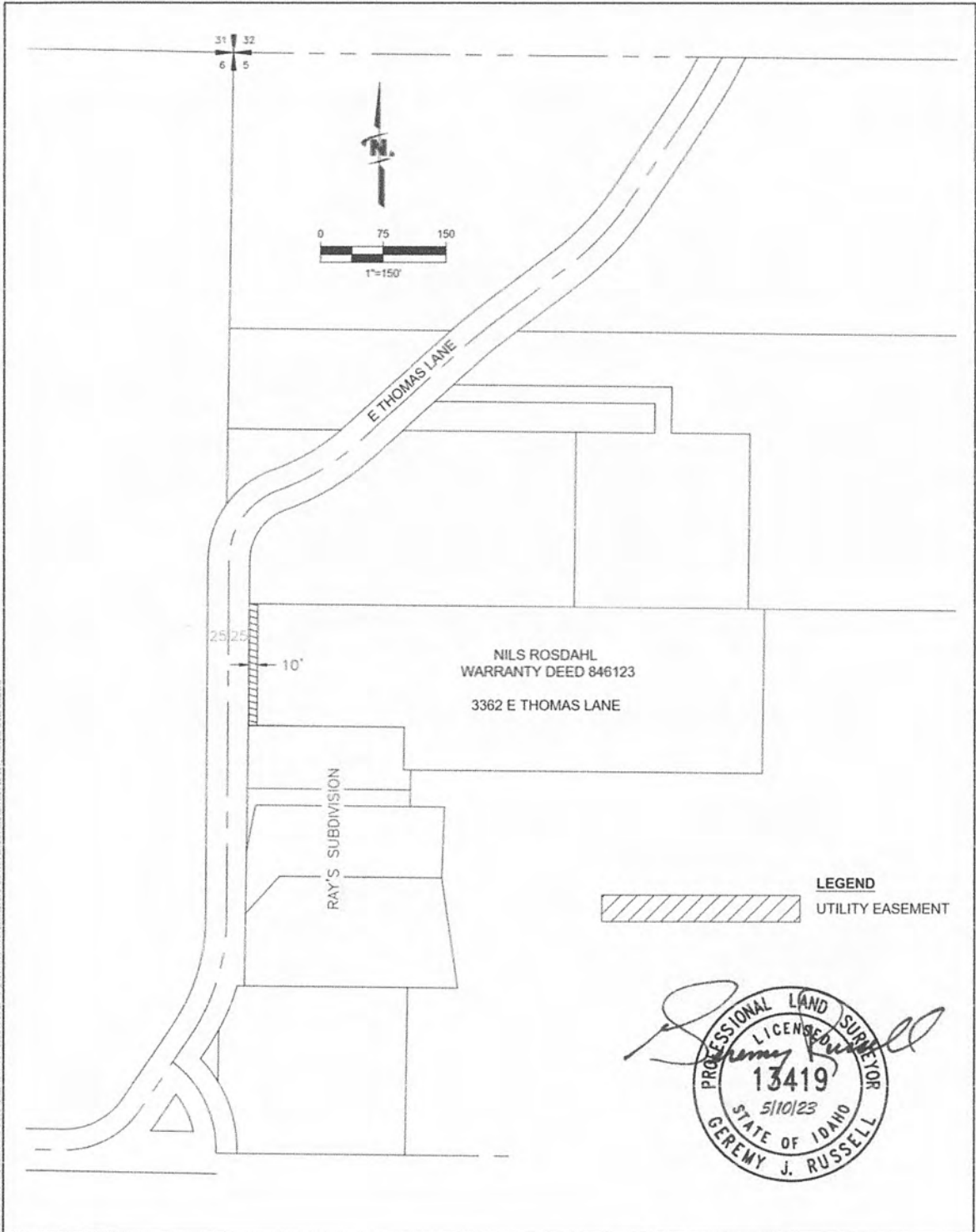
thence leaving the north line of the NW1/4 of said Section 5 and along said centerline the following thirteen (13) courses:


1. 84.12 feet along the arc of a non-tangent curve to the right, having a radius of 743.00 feet, through a central angle of  $06^{\circ}29'13''$ , said curve having a long chord that bears South  $31^{\circ}02'31''$  West a chord distance of 84.08 feet;
2. South  $34^{\circ}17'08''$  West, a distance of 118.40 feet;
3. 113.28 feet along the arc of a curve to the right, having a radius of 350.00 feet, through a central angle of  $18^{\circ}32'39''$ , said curve having a long chord that bears South  $43^{\circ}33'27''$  West a chord distance of 112.79 feet;
4. South  $52^{\circ}49'47''$  West, a distance of 105.59 feet;
5. 54.70 feet along the arc of a curve to the left, having a radius of 565.00 feet, through a central angle of  $05^{\circ}32'51''$ , said curve having a long chord that bears South  $50^{\circ}03'22''$  West a chord distance of 54.68 feet;
6. South  $47^{\circ}51'36''$  West, a distance of 160.83 feet;
7. 112.62 feet along the arc of a curve to the right, having a radius of 290.00 feet, through a central angle of  $22^{\circ}15'02''$ , said curve having a long chord that bears South  $59^{\circ}14'25''$  West a chord distance of 111.91 feet;
8. 110.10 feet along the arc of a reverse curve to the left, having a radius of 90.00 feet, through a central angle of  $70^{\circ}05'31''$ , said curve having a long chord that bears South  $35^{\circ}19'11''$  West a chord distance of 103.36 feet;
9. South  $00^{\circ}16'26''$  West, a distance of 429.46 feet;
10. 148.41 feet along the arc of a curve to the right, having a radius of 250.00 feet, through a central angle of  $34^{\circ}00'49''$ , said curve having a long chord that bears South  $17^{\circ}16'50''$  West a chord distance of 146.24 feet;
11. South  $34^{\circ}17'14''$  West, a distance of 105.95 feet;
12. 108.77 feet along the arc of a curve to the right, having a radius of 110.00 feet, through a central angle of  $56^{\circ}39'12''$ , said curve having a long chord that bears South  $62^{\circ}36'50''$  West a chord distance of 104.39 feet;
13. North  $89^{\circ}01'58''$  West, a distance of 401.54 feet, more or less, to the POINT OF TERMINUS.

*Jeremy Russell*







**LEGEND**  
 UTILITY EASEMENT



**EXHIBIT  
 UTILITY EASEMENT**

A PORTION OF THE NW1/4 OF SECTION 5, AND THE NE1/4 OF SECTION 6, T 50N, R 3W, B.M.,  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

OTHER BUSINESS

**CITY COUNCIL MEETING  
STAFF REPORT**

**Date:** August 6, 2024  
**From:** Bill Greenwood Park & Recreation Director  
**Subject:** APPROVE SOLCITATION FOR NEW VENDOR LOCATION AT ATLAS PARK

---

**Decision Point:** Should Council authorize 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?

**History:** Atlas Park is Coeur d'Alene's newest waterfront park and is already being used by a great number of visitors. The park was constructed with an area specifically for four (4) food trucks to operate from Memorial Day weekend through Labor Day. At that time, we did not consider a location for passive water sports rental to the public. Now, this is benefit to the public whose time has come. It would be a similar to the vendor location that we have at Independence Point.

**Financial Analysis:** If authorized, a Request for Proposals will be issued this summer, a vendor will be selected from among the proposals submitted, and an agreement will be in place for the 2025 season. It is anticipated that the minimum consideration will be \$3,000.00 per season which would run from Memorial Day to Labor Day.

**Performance Analysis:** A passive water sports vendor would provide a service to the public that the City does not provide. It is in a good location in a busy area and visible to daily park visitors and new visitors. The lease agreement will require the vendor to keep the area neat and clean, and also impose additional requirements on the vendor consistent with other similar City contracts. Once a vendor is chosen, an agreement will be negotiated and then brought to Council for approval.

**Decision Point:** Council should authorize 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.



Atlas Waterfront  
Park Playground

N Idaho Centennial Trail

N Idaho Centennial Trail

N Idaho Centennial Trail

N Idaho Centennial Trail

Spokane River

© 2014 Google

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.

WHEREAS, Atlas Park is the City's newest park and is already being used by a great number of visitors; and

WHEREAS, the Park was constructed with an area specifically for four (4) food trucks to operate from Memorial Day weekend through Labor Day; and

WHEREAS, a passive water sports vendor would provide a service to the public that is not currently provided at a location that is busy and accessible by Park visitors; and

WHEREAS, the Parks and Recreation Director for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene issue a Request for Proposals from vendors for passive water sports rentals on City property at a new location in Atlas Park; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City authorize 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, to evaluate responses, and to bring an agreement to Council with the selected vendor for approval.

DATED this 6<sup>th</sup> 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 \_\_\_\_\_.

## CITY COUNCIL MEETING STAFF REPORT

**Date:** August 6, 2024  
**From:** Bill Greenwood Park & Recreation Director  
**SUBJECT:** Naming Rights and Donation

---

**DECISION POINT:** Should the Parks and Recreation Commission recommend to the City Council that the City enter into a Contribution Agreement for a 10-year term with Parker Subaru for naming rights at the Cherry Hill Park Pickleball Courts?

**HISTORY:** With private and public partnerships becoming more and more prevalent and necessary, we saw an opportunity to help offset some park costs and create greater public opportunities. On December 5, 2023, City Council approved the Memorandum of Understanding with the Inland Northwest Pickleball Club for the construction of the new pickleball courts at Cherry Hill Park. The Club raised funds through donations and sponsorships to build the upgrades, including an \$85,000 donation by Parker Subaru in exchange for which it will receive naming rights per a Contribution Agreement.

**FINANCIAL ANALYSIS:** The City is not required to provide any matching funds to accept this donation. The donation from Parker Subaru will go toward the construction of the Pickleball Courts and, in exchange, Parker Subaru will receive naming rights, recognizing Parker Subaru as the major sponsor at the Cherry Hill Pickleball Courts.

**PERFORMANCE ANALYSIS:** Naming rights are managed by the Panhandle Parks Foundation. The construction and installation of a sign identifying the courts will be done by the Club's contractor, Silver Creek Signs, without charge to the City.

**DECISION POINT/ RECOMMENDATION:** The Parks and Recreation Commission should recommend to the City Council that the City enter into a Contribution Agreement for a 10-year term with Parker Subaru for naming rights at the Cherry Hill Park Pickleball Courts.

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).

WHEREAS, the Park & Recreation Director for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Naming Agreement with Parker Subaru, pursuant to terms and conditions set forth in the agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Naming Agreement with Parker Subaru for naming rights at the Cherry Hill Park Pickleball Courts for a term of ten (10 years), in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6<sup>th</sup> 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

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## **Naming Agreement**

This Naming Agreement, effective September 1, 2024, is made and entered into by and between Parker Subaru whose address 314 W. Clayton, Coeur d Alene, Idaho (“Donor”) and Panhandle Parks Foundation, Inc., an Idaho nonprofit corporation (“Foundation”) for the naming of the pickleball courts at Cherry Hill Park as the “Parker Subaru Pickleball Courts.” Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties agree as follows:

### **RECITALS**

The Donor wishes to make a charitable contribution to the use and benefit of the City of Coeur d’Alene (“City”) as set forth in this Agreement.

The Foundation desires to accept such contribution, subject to the terms and conditions set forth in this Agreement.

### **AGREEMENT**

1. **Contribution.** The Donor hereby pledges to the Foundation, for the use and benefit of the City, the following contribution: Eighty-five Thousand and no/100 Dollars (\$85,000) to name the Cherry Hill Pickleball Courts for a period of ten (10) years. Prior to the end of the term, the Donor will be contacted by the Foundation or the City to offer to renew the Donor’s sponsorship agreement for an additional term.
2. **Payment of the Gift.** The Gift is an irrevocable contribution that will used to construct the pickleball courts as approved by the City at the instance of the Inland Northwest Pickleball Club. The contribution will be paid to the Foundation in one lump sum upon execution of this Agreement. The term begins September 1, 2024, and will continue to August 31, 2034.
3. **Acknowledgment.** In consideration for the Contribution, the Foundation and the City will acknowledge the contribution by naming the pickleball courts at Cherry Hill Park “Parker Subaru Pickleball Courts”.
4. **Termination of Naming Rights.** In addition to any rights and remedies available at law, the Foundation may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming Rights as follows:
  - a. In the unlikely event the Foundation determines in its reasonable and good faith opinion, that circumstances have changed such that the Name chosen by the Donor would adversely impact the reputation, image, mission or integrity of the Foundation, or the City, by a continued association with the Donor and the continuation of the Naming Rights provided for herein.

- b. If the Foundation Board determines to terminate this Agreement, the Donor shall be given thirty (30) days' written notice and, if reasonable, an opportunity to correct the circumstances leading to the decision.
  - c. Upon any such termination of this Agreement and/or the Naming Rights hereunder, the Foundation and the City shall have no further obligation or liability to the Donor and shall not be required to return any portion of the Contribution paid. The Foundation, however, may, in its sole and absolute discretion, determine an alternative recognition for the Contribution received.
5. **Publicity.** For purposes of publicizing the Contribution and the Naming Rights, the Foundation and the City will have the right, without charge, to photograph the Donor and/or the Donor Logo, and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing Foundation's development and business activities during the term of this Agreement.
  6. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
  7. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
  8. **Foundation Approval.** This Agreement and the recognition and Naming Rights provided for herein are subject to approval by the City and further will not be effective unless and until approved by the Foundation.

ACCEPTED AND AGREED TO:

\_\_\_\_\_  
Name

Panhandle Parks Foundation

By: \_\_\_\_\_

Name:

Title: Executive Director or President of the board  
for \_\_\_\_\_

**CITY COUNCIL  
STAFF REPORT**

**Date:** August 6, 2024  
**From:** Bill Greenwood Parks & Recreation Director  
**SUBJECT:** Acceptance of Donation *(Council Action Required)*

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**DECISION POINT:** Should Council approve a donation agreement with Kootenai County for the Sanisailor pumpout at the City's mooring docks?

**HISTORY:** The pumpout station has been at the City's mooring dock since 2001 and has been maintained by the County's staff. The recent installation of the boat garage has made it difficult for the County's to access the pumpout station. The County, therefore, retired the pumpout and has no further use for it. There are two reasonable options available: (1) remove the pumpout station; or (2) have City staff take over the maintenance of the pumpout.

**FINANCIAL ANALYSIS:** There is no cost to the City for the approval of this donation. We may incur some cost for maintenance and repairs in the future, *e.g.*, hose replacement. Any costs will be paid by the Parks Capital Waterfront Improvement Fund. The pumpout is valued at less than \$10,000.

**PERFORMANCE ANALYSIS:** The boating community has come to expect and rely on the pumpout station. By the City assuming the maintenance and repair responsibility for the pumpout at the mooring docks, this public service can continue.

**DECISION POINT / RECOMMENDATION:** Council should approve the donation agreement with Kootenai County for the Sanisailor pumpout at the City's mooring docks.

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.

WHEREAS, the Parks & Recreation director for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve a Donation Agreement with Kootenai County, pursuant to terms and conditions set forth in an Agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve such Donation Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve a Donation Agreement with Kootenai County for the SaniSailor Marine Pumpout Station, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreement to the extent the substantive provisions of the Agreement remain intact.

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

DATED this 6<sup>th</sup> day of August, 2024.

---

James Hammond, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

**ROLL CALL:**

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## **DONATION AGREEMENT**

**THIS AGREEMENT** made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Kootenai County, a political subdivision of the State of Idaho, and the City of Coeur d'Alene, a municipal corporation.

**WHEREAS**, Kootenai County has in its possession a Sanisailor vessel pumpout, identified by the following serial number: 9792, which has been retired from the County and is of no further use to the County; and

**WHEREAS**, said vessel pumpout is valued at less than \$10,000.00; and

**WHEREAS**, it is the desire of Kootenai County to donate the above-referenced equipment to the City of Coeur d'Alene, and the desire of City of Coeur d'Alene to accept the equipment for its use.

**NOW, THEREFORE**, in mutual consideration of the needs of the parties, the parties hereby agree as follows:

1. Kootenai County hereby agrees to donate to the City of Coeur d'Alene all right, title and interest it may have in the vessel pumpout referenced hereinabove.
2. That the donation of the above-described equipment is being made by Kootenai County to the City of Coeur d'Alene without consideration and without warranty and/or guarantee of its present condition.
3. That the City of Coeur d'Alene agrees to accept the donation of the above-described equipment "as is."
4. That the City of Coeur d'Alene, and its agents and assigns, hereby agree to hold Kootenai County, and its agents and assigns, harmless from any and all losses, damages, and/or injuries, including death, which may occur or result from the use of the equipment described hereinabove after full execution and approval of this Agreement by both parties.

## **DONATION AGREEMENT**

IN WITNESS of the mutual understanding and consent, the parties have executed and approved this Agreement on the dates acknowledged below.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF COEUR D'ALENE**

By: \_\_\_\_\_  
James Hammond, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

**KOOTENAI COUNTY  
BOARD OF COMMISSIONERS**

**ATTEST:  
JENNIFER LOCKE, CLERK**

By: \_\_\_\_\_  
Leslie Duncan, Chair

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Bruce Mattare, Commissioner

By: \_\_\_\_\_  
Bill Brooks, Commissioner

**DONATION AGREEMENT**



**CITY COUNCIL  
STAFF REPORT**

**DATE:** AUGUST 6, 2024

**FROM:** KATIE EBNER, FINANCE DIRECTOR/TREASURER

**SUBJECT:** FISCAL YEAR 2024-2025 FINANCIAL PLAN

**DECISION POINT:** To approve Resolution No 24-060, which sets the public hearing date and the high dollar amount (\$139,438,581) in expenditures for the 2024-2025 Fiscal Year Financial Plan (Annual Appropriation).

**HISTORY:** Idaho code requires that the City Council approve an appropriations ordinance each year. The purpose of the ordinance is to establish a ceiling for expenditures and disclose the potential property tax revenue necessary to balance the budget. The financial plan or budget is the guide and detailed report for establishing these numbers.

Council's approval of this resolution does not set the final amount to be levied; instead, it sets a maximum limit for property tax certification for 2024-2025. The council will vote on the total property taxes to be certified during the budget hearing.

**FINANCIAL ANALYSIS:** The financial plan is an estimate of revenues and expenditures for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget document as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenue includes a \$28,740,899 in property tax revenue – an increase of \$1,289,023 over the previous year. This increase includes new growth of \$225,000 and a 4% increase over taxes levied this fiscal year of \$1,063,023.

**RECOMMENDATION:** To approve Resolution No 24-060, which sets the public hearing date and the high dollar amount (\$139,438,581) in expenditures for the 2024-2025 Fiscal Year Financial Plan (Annual Appropriation).

# CITY OF COEUR D'ALENE

## BUDGET RESOLUTION STAFF REPORT

AUGUST 6, 2024



STAFF REPORT  
FOCUS

Revenues

- Property tax comparisons

Updated to  
Overall  
General  
Fund

- Updated – “Big Picture” for FY25

Fund Balance

- Multi-year projection with 4% increase

# PROPERTY TAX COMPARISONS

PROPERTY  
TAX  
PROJECTIONS

Comparison - Residential Property 3 (3%)

25 - Proposal	Net Taxable Value	% Increase in Valuation	Non-Exempt Taxes Paid	% Increase in Annual Taxes Paid	Monthly Cost	4% Annual Cost	Cost if 0% Taken
2025 - Projection	\$ 353,358.00	-8.1%	\$ 813.31	-4.3%	\$ 67.78	\$ 821.14	\$ 789.82
2024	384,614	-12.2%	850	-9.4%	70.85		
2023	438,296	90.9%	938	17.3%	78.18		
2022	229,585	7.5%	800	-4.6%	66.64		
2021	213,496	9.2%	838	-0.6%	69.85		
2020	195,490	13.3%	843	1.8%	70.24		
2019	172,524	23.0%	828	11.0%	68.96		
2018	140,241		745		62.11		

Change in **Monthly** Cost if 0% taken 5.03 Savings  
 Change in **Monthly** Cost if 3% taken 3.08 Savings  
 Change in **Monthly** Cost if 4% taken 2.42 Savings

PROPERTY  
TAX  
PROJECTIONS

Comparison - Commercial Property 1 (3%)

2025 - Proposal	Net Taxable Value	% Increase in Valuation	Non-Exempt Taxes Paid	% Increase in Annual Taxes Paid	4% Annual Cost	Cost if 0% Taken
2025 - Projection	\$ 1,862,436.00	-0.1%	\$ 4,286.69	4.0%	\$ 4,327.96	\$ 4,162.88
2024	1,864,446	40.8%	4,122	45.4%		
2023	1,324,451	25.6%	2,835	-22.8%		
2022	1,054,360	1.4%	3,672	-10.0%		
2021	1,039,475	-0.8%	4,081	-9.7%		
2020	1,047,692	8.3%	4,517	-2.6%		
2019	967,030	10.5%	4,639	-0.2%		
2018	874,851		4,649			

Change per **year** if 0% taken (41.31) Cost  
 Change per **year** if 3% taken (165.12) Cost  
 Change per **year** if 4% taken (206.39) Cost

# UPDATES TO EXPENDITURES

# UPDATES TO EXPENDITURES

## Revenues

### General Fund Revenues

FY25 Projected Revenues		\$ 56,521,863
Less: Onetime Revenues		
ARPA Funds - Police Expansion	(2,798,978)	
Impact Fees - Police Expansion	<u>(478,000)</u>	(3,276,978)

---

**Total Ongoing Revenues** **\$ 53,244,885**

## Expenditures

### General Fund Expenditures

FY25 Proposed Expenditures		\$ 60,640,030
New Cost - Placeholder for Fire Dept wage increase proposed by city		\$ 300,000
Less: Onetime Expenditures		
Police expansion	(4,440,978)	
Opioid expenditures funded from	(248,628)	
Streets overlay Project	<u>(500,000)</u>	(5,189,606)

---

**Total Ongoing Expenditures** **\$ 55,750,424**

---

**Ongoing deficit in general fund** **\$ (2,505,539)**

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Assumptions for this calculation:

Revenues include a 3% property tax increase.

Expenditures include budget requests from directors prior to administration recommended cuts.



SCENARIO: 0%  
INCREASE TO  
PROPERTY TAX

## Revenues

### General Fund Revenues

FY25 Projected Revenues		\$	55,724,566
Less: Onetime Revenues			
ARPA Funds - Police Expansion	(2,798,978)		
Impact Fees - Police Expansion	(478,000)		(3,276,978)

---

**Total Ongoing Revenues** **\$ 52,447,588**

## Expenditures

### General Fund Expenditures

FY25 Proposed Expenditures		\$	60,640,030
New Cost - Placeholder for Fire Dept wage increase proposed by city		\$	300,000
Less: Onetime Expenditures			
Police expansion	(4,440,978)		
Opioid expenditures funded from	(248,628)		
Streets overlay Project	(500,000)		(5,189,606)

---

**Total Ongoing Expenditures** **\$ 55,750,424**

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**Ongoing deficit in general fund** **\$ (3,302,836)**

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Scenario with a 0% Tax Increase

FUND BALANCE

4% INCREASE  
TAKEN EACH  
YEAR

Scenario: 4% Increase taken each year

Projection with preliminary budgeted deficit					
	FY25	FY26	FY27	FY28	FY29
<b>Beginning Balance</b>	\$ 13,778,766	\$ 9,660,599	\$ 6,645,594	\$ 6,130,282	\$ 5,809,289
<b>Projected Revenues</b>	56,787,629	54,349,100	55,497,484	56,691,803	57,933,895
<b>Projected Expenditures</b>	61,115,030	60,202,402	56,012,796	57,012,796	58,012,796
	<u>(4,327,401)</u>	<u>(5,853,302)</u>	<u>(515,312)</u>	<u>(320,993)</u>	<u>(78,901)</u>
<b>Ending Balance</b>	9,451,365	3,807,297	6,130,282	5,809,289	5,730,388

COUNCIL  
Q&A / DISCUSSION



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.

WHEREAS, Idaho Code § 50-1002 requires that the City Council of the City of Coeur d’Alene, prior to passing the Annual Appropriation Ordinance, list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing.

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 Estimate of Expenditures and Anticipated Revenue of the City of Coeur d’Alene for the fiscal year beginning October 1, 2024:

	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>
	<b>ACTUAL</b>	<b>BUDGET</b>	<b>PROPOSED</b>
<b>GENERAL FUND EXPENDITURES:</b>			
Mayor and Council	\$ 251,389	\$ 276,433	\$ 288,967
Administration	232,113	243,758	252,276
Finance Department	1,364,261	1,561,709	1,774,867
Municipal Services	2,616,408	2,594,685	2,890,358
Human Resources	414,445	499,205	487,244
Legal Department	1,249,033	1,380,913	1,398,512
Planning Department	737,579	809,813	820,717
Building Maintenance	643,681	701,812	764,779
Police Department	19,461,389	21,839,291	25,849,730
Drug Task Force	6,855		
Police Department Grants	193,574	91,364	247,275
Fire Department	13,600,383	13,587,337	14,490,604
General Government	1,931,159	2,019,067	38,800
Streets/Garage	6,481,604	7,241,065	6,679,213
Parks Department	2,900,732	3,012,992	3,035,131
Recreation Department	795,547	829,325	785,636
Building Inspection	1,087,602	1,146,742	1,088,306

<b>TOTAL GENERAL FUND EXPENDITURES:</b>	\$53,967,754	\$57,835,511	\$60,892,415
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	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>
	<b>ACTUAL</b>	<b>BUDGET</b>	<b>PROPOSED</b>
<b>SPECIAL REVENUE FUND EXPENDITURES:</b>			
Library Fund	\$1,867,251	\$2,058,968	\$2,109,366
Community Development Block Grant	463,465	389,963	359,060
Impact Fee Fund	534,877	63,000	1,093,000
Parks Capital Improvements	1,261,006	710,060	751,100
Annexation Fee Fund	355,000	520,000	580,000
Cemetery Fund	333,295	365,309	358,098
Cemetery Perpetual Care Fund	84,399	4,500	19,500
Jewett House	61,812	28,615	31,120
Reforestation/Street Trees/Community Canopy	57,615	120,000	134,500
Public Art Funds	141,869	239,500	244,500
<b>TOTAL SPECIAL FUNDS:</b>	<b>\$5,160,589</b>	<b>\$4,499,915</b>	<b>\$5,680,244</b>
<b>ENTERPRISE FUND EXPENDITURES:</b>			
Street Lighting Fund	\$704,745	\$760,200	\$801,000
Water Fund	11,583,831	14,471,783	13,187,728
Wastewater Fund	18,717,238	27,832,627	29,661,316
Water Cap Fee Fund	881,074	3,000,000	2,260,000
WWTP Cap Fees Fund	2,675,028	3,499,100	7,143,549
Sanitation Fund	5,260,890	5,315,582	5,469,062
City Parking Fund	1,705,750	1,778,929	1,788,091
Drainage	2,060,243	2,594,890	2,074,668
<b>TOTAL ENTERPRISE EXPENDITURES:</b>	<b>\$43,588,799</b>	<b>\$59,253,111</b>	<b>\$62,385,414</b>
<b>FIDUCIARY FUNDS:</b>	<b>\$3,265,886</b>	<b>\$3,447,200</b>	<b>\$3,737,200</b>
<b>STREET CAPITAL PROJECTS FUNDS:</b>	<b>1,934,785</b>	<b>4,598,573</b>	<b>5,866,000</b>
<b>DEBT SERVICE FUNDS:</b>	<b>880,082</b>	<b>876,307</b>	<b>877,308</b>
<b>GRAND TOTAL OF ALL EXPENDITURES:</b>	<b>\$108,797,895</b>	<b>\$130,510,617</b>	<b>\$139,438,581</b>

<b>ESTIMATED REVENUES:</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>
	<b>ACTUAL</b>	<b>BUDGET</b>	<b>PROPOSED</b>
Property Taxes:			
General Levy	\$23,493,320	\$24,360,135	\$25,473,157
Library Levy	1,784,432	1,819,434	1,994,434
Fireman's Retirement Fund Levy	250,000	250,000	250,000
Policemen's Retirement Fund Levy	150,988	146,000	146,000
2015 G.O. Bond Levy	884,483	876,307	877,308
<b>TOTAL REVENUE FROM PROPERTY TAXES:</b>	<b>\$26,563,223</b>	<b>\$27,451,876</b>	<b>\$28,740,899</b>

	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>
	<b>ACTUAL</b>	<b>BUDGET</b>	<b>PROPOSED</b>
<b>ESTIMATED OTHER REVENUES:</b>			
Interfund Transfers	\$5,881,776	\$12,350,466	\$14,608,476
Beginning Balance	76,877,293	25,546,035	28,216,291
Other Revenue:			
General Fund	26,593,903	25,292,793	26,559,336
Library Fund	48,898	64,533	24,650
Community Development Block Grant	463,465	389,963	359,060
Parks Capital Improvement Fund	626,470	587,000	348,000
Cemetery	227,866	264,435	260,098
Annexation Fee Fund	1,031,488		
Impact Fee Fund	674,841	675,000	875,000
Cemetery Perpetual Care Fund	35,391	7,000	25,000
Jewett House	61,355	28,000	60,000
Street Trees / Reforestation	47,107	53,500	54,500
Public Art Funds	133,485	18,500	87,500
Street Lighting Fund	717,521	725,000	766,000
Water Fund	8,363,900	7,607,038	7,799,852
Wastewater Fund	16,494,096	15,957,210	16,475,000
Water Capitalization Fees	1,053,464	1,180,200	900,000
WWTP Capitalization Fees	1,685,155	1,999,100	1,350,000
Sanitation Fund	4,815,220	4,690,000	4,969,062
City Parking Fund	1,050,965	1,000,000	1,084,000

Drainage	1,526,031	1,990,890	1,129,018
Fiduciary Funds	3,219,885	3,247,200	3,424,000
Capital Projects Fund	535,374	2,565,306	4,826,000
Debt Service Fund	22,088		
<b>TOTAL REVENUE OTHER THAN PROPERTY TAXES:</b>	\$152,187,037	\$106,239,169	\$114,200,843

<b>SUMMARY:</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>
	<b>ACTUAL</b>	<b>BUDGET</b>	<b>PROPOSED</b>
<b>PROPERTY TAXES</b>	\$26,563,223	\$27,451,876	\$28,740,899
<b>OTHER THAN PROPERTY TAXES</b>	152,187,037	106,239,169	114,200,843
<b>TOTAL ESTIMATED REVENUES</b>	\$178,750,260	\$133,691,045	\$142,941,742

BE IT FURTHER RESOLVED that the same 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 13, 2024 and August 27, 2024.

BE IT FURTHER RESOLVED that a Public Hearing on the Budget be held on the 3rd day September, 2024, at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he or she has, why the proposed Budget should or should not be adopted.

DATED this 6<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
James Hammond, Mayor

ATTEST:

\_\_\_\_\_  
Renata M. 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 6, 2024

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

**SUBJECT:** CDBG: SUBMITTAL OF THE PLAN YEAR 2024 ANNUAL ACTION  
PLAN TO HUD

---

**DECISION POINT:** Should Council Approve the Submittal of the Community Development Block Grant Plan Year 2024 Annual Action Plan to the U.S. Department of Housing and Urban Development?

**HISTORY:**

The City of Coeur d’Alene (City) receives an annual direct allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). Plan Year 2024’s (PY24) annual allocation will be \$296,418.00 based on notification from HUD. Every year the City is required to complete an Annual Action Plan (AAP), inviting the public to attend a public forum prior to drafting the plan in order to identify needs and allowing the public four weeks to share comments on the posted draft AAP. The PY24 AAP forum was held in person on June 28, 2024, followed by an online survey. Four weeks of public comment were held between July 6, 2024, and August 6, 2024, culminating in an opportunity for the public to comment at the August 6, 2024, Public Hearing. The draft PY24 AAP was advertised to the public in the following ways: Coeur d’Alene Press notice, City’s social media, website updates, in the July Municipal Milestones newsletter, CDA-TV, and emails to 170+ community stakeholders.

The draft PY24 AAP outlines how the City intends to spend its CDBG funds and fulfill its program reporting requirements. The Draft 2024 Annual Action Plan is available for review in person at City Hall or on the City’s website: <https://www.cdaid.org/78/departments/planning/cdbg>

**PERFORMANCE ANALYSIS:** Authorizing this item will allow staff to include public comments, any changes made by City Council, and submit the PY24 AAP to HUD for official review. Pending acceptance of this AAP by HUD, staff will move forward in implementing the agreed upon goals, funding suggestions, and executing the PY24 funding agreement with HUD.

**FINANCIAL ANALYSIS:** The City’s PY24 allocation will be \$296,418.00, based on notification from HUD. The following is a breakdown of the proposed funding for projects based on greatest community needs identified in the PY24 AAP public forum, survey, and recommendations from the City’s CDBG Ad-Hoc Committee. For PY24, the request is to provide \$10,000.00 to the Lake City Center for their annual “Meals on Wheels” program, \$141,491.00 for

the EMRAP program, \$85,644.00 for community opportunity grants, and \$59,283.00 for administration of the CDBG program.

As previously requested by Council, the proposed breakdown of funding includes annual funding in the amount of \$10,000.00 for Lake City Center’s “Meals on Wheels” program. Staff is also seeking approval to increase funding for the EMRAP program which supports low-income homeowners by maintaining housing stock in a livable condition.

<b>2024 Funding</b>	<b>Project</b>
<b>\$10,000 (3%)</b>	<b>Lake City Center Annual “Meals on Wheels” grant</b>
<b>\$141,491 (47%)</b>	<b>Emergency Minor Home Repair and Accessibility Improvement Program (EMRAP)</b>
<b>\$85,644 (30%)</b>	<b>Community Opportunity Grants</b> (Includes Public Service Activities capped at 15% annual allocation)
<b>\$59,283 (20%)</b>	<b>Administration</b> (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)
<b>\$296,418</b>	<b>PY24 Grant Total</b>

**DECISION POINT/RECOMMENDATION:**

Council should approve the submittal of the Plan Year 2024 Annual Action Plan to HUD for official review.

# City of Coeur d'Alene CDBG

## 2024 Annual Action Plan & Hearing

August 6, 2024

1



## 2024 AAP Hearing Overview

- ❖ Background
- ❖ Citizen Participation Process
- ❖ 2024 Needs Identified by Community
- ❖ 2024 Annual Action Plan Budget
- ❖ Opportunity for Public Comment

*(Public Hearing)*

2



# Tonight's Request:

- ❖ Approval of the City's Submittal of the CDBG 2024 Annual Action Plan to HUD (*following the public hearing*).

3



# Brief History

- ❖ 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 Coeur d'Alene residents through specific allowable activities
- ❖ The City first became eligible to receive CDBG funds in 2007

4



# CDBG Key Terms

- ❖ **LMI (Low-to-Moderate Income) =**  
HUD designation of a 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)**



5

# 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)**



6

# Eligible Public Service Activities

- ❖ 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
- ❖ Substance Abuse Services

**Capped at 15% = \$44,462**  
Meals on Wheels Annual Grant = \$10,000  
**\$34,462 Available for Public Service Activities**



7

# Selecting Activities Each Year

- ❖ **Activities must meet a National Objective:**
  - Benefit to low-and-moderate income (LMI) persons
  - 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**
- ❖ **Capacity of City staff, amount of allocation, priorities, and capacity/experience of sub-recipient organizations**



8



# Overview of Administrative Costs

- ❖ **Subject to 20% cap of annual allocation budget**
- ❖ **Eligible Administrative Costs:**
  - Employee Wages and Benefits
  - Administration of Grant Awards
  - Travel and Training Expenses
  - Consultant Assistance
  - Advertising
  - Supplies
  - Support of Fair Housing Activities

9



## Consolidated Planning Goals for 2023-2027

- 1. Maintain and Increase Housing Stock** (ownership & rentals)
- 2. Public Facility and Infrastructure Projects**
- 3. Public Services**
- 4. Homelessness Assistance**
- 5. Economic Development**

10

# Citizen Participation

## **Public Forum, Community Survey, 30-Day Public Comment Period, Public Hearing:**

- ✓ Advertised: Coeur d'Alene Press notices, Public Education and Government Channel Ads, City Facebook and website updates, shared community flyers, and ongoing email communications to 170+ community stakeholders

## **Citizen Participation Results:**

- ✓ Public Survey Results, Forum attendees, and Consultations with Stakeholders revealed strong support for proposed goals set forth in the survey



11



## Survey Responses



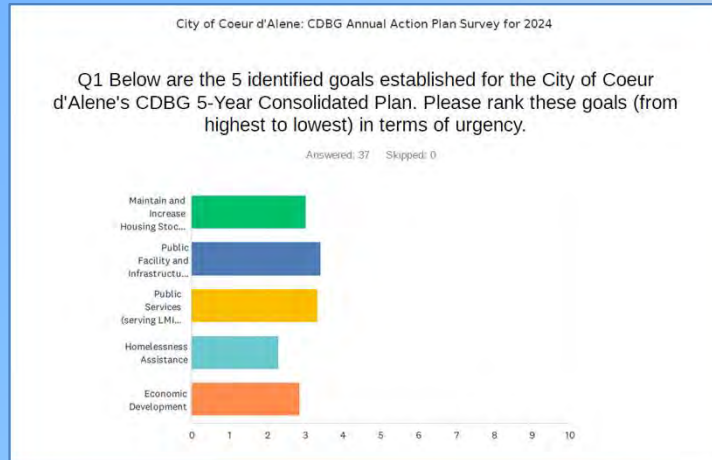
### **Survey responses are in order of priority:**

1. Public Facilities and Infrastructure Projects
2. Public Services
3. Maintain and Increase Affordable Housing (ownership and rentals)
4. Economic Development
5. Homelessness Assistance



12

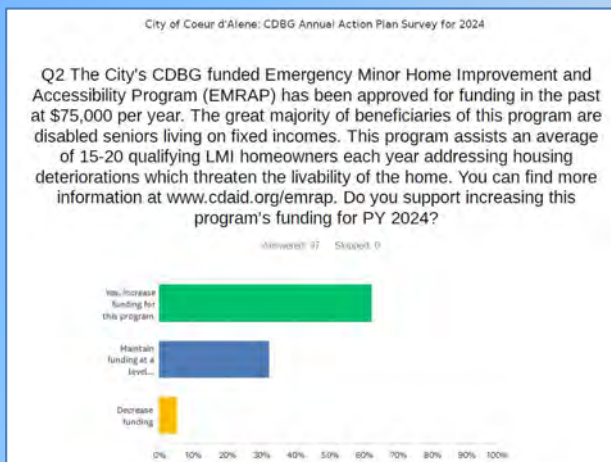
# Survey Responses



13



# Survey Responses



14



# Draft 2024 AAP Budget

*Based on Funding of \$296,418*

<b>2024 Funding</b>	<b>Project</b>
\$10,000 (3%)	Lake City Center “Meals on Wheels”
\$141,491 (43%)	Emergency Minor Home Repair and Accessibility Program (EMRAP)
\$85,644 (34%)	Community Opportunity Grants (Includes Public Service Activities capped at 15% annual allocation)
\$59,283 (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)
<b>\$296,418</b>	<b>Grant Total</b>

15



## Tonight's Actions:

- **Questions About the 2024 AAP?**
- **Hold the Public Hearing on the 2024 AAP**
- **City Council Decision Point:**
  - Approve the Submittal of the 2024 Annual Action Plan to HUD for Official Review.

16



# QUESTIONS?

17



**CITY COUNCIL  
STAFF REPORT**

**DATE:**        **AUGUST 6, 2024**

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

**SUBJECT:**   **CDBG: INCREASE EMRAP GRANT FOR ROOF REPAIRS OR  
REPLACEMENT**

---

**DECISION POINT:** Should the Community Development Block Grant (CDBG) Emergency Minor Home Repair and Accessibility Improvement Program (EMRAP) grant amount be increased from \$5,000.00 to a maximum of \$10,000.00 for roof repairs or replacement?

**HISTORY:** The City receives from the U.S. Department of Housing and Urban Development (HUD) a grant from the CDBG Program. The City’s Emergency Minor Home Repair and Accessibility Program (EMRAP) is funded by the CDBG grant and administered by the CDBG Specialist. The EMRAP currently extends grants of up to \$5,000.00 for emergency minor home repairs, as well as funding for accessibility improvements and other urgent repairs for low-to-moderate City homeowners. 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. As housing costs continue to climb, so does the expense of home repairs. Presently, the average cost for re-roofing a small residence or repairing the roof of an average-sized home falls within the \$10,000.00-\$12,000.00 range. Unfortunately, many low-income homeowners who apply for EMRAP grants find themselves unable to bridge the gap between the grant amount and the total cost of repairs. Therefore, staff is currently advocating for an increased grant award of up to \$10,000.00 specifically for roof repairs or replacement.

**PERFORMANCE ANALYSIS:** Authorizing this item will allow staff to award up to \$10,000.00 for EMRAP roof repair or replacement projects.

**FINANCIAL ANALYSIS:** Staff is seeking approval to increase funding for the EMRAP program which supports low-income homeowners by maintaining housing stock in a livable condition. Funding is included in the Plan Year 2024 Annual Action Plan in the amount of \$141,491.00. CDBG staff time may be billed to activity delivery costs for the EMRAP program which covers a portion of staff wages and benefits. By charging program delivery costs to the EMRAP program along with general administration costs, allows the CDBG Community Development Specialist position to be 100% funded by the CDBG grant.

**DECISION POINT/RECOMMENDATION:** Council should approve the increase of the maximum grant award in the EMRAP program to \$10,000.00 for roof repair or replacement projects.

# City of Coeur d'Alene CDBG

## Increase Funding in EMRAP for Roof Projects

August 6, 2024

1



## Tonight's Request:

Staff Requests an Increase in EMRAP funding for Roof Projects from the Maximum Grant of \$5,000 to \$10,000.

2



# EMRAP Funding Recommendation

- **The EMRAP Program Currently Extends Grants of up to \$5,000 for Emergency Minor Home Repairs.**
- **Grant Funding is Inadequate When Applied to Roof Repairs/Replacement.**
- **Should the Maximum Grant Award be Increased to \$10,000 for Roof Repairs or Replacement to Help Facilitate This Type of Project?**

3



# Draft 2024 AAP Budget

*Based on Funding of \$296,418*

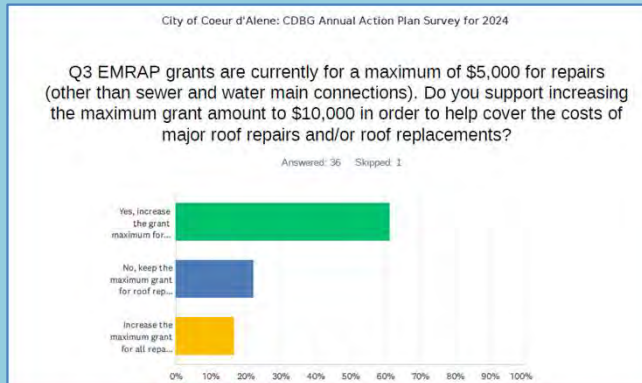
<b>2024 Funding</b>	<b>Project</b>
\$10,000 (3%)	Lake City Center “Meals on Wheels”
<b>\$141,491 (43%)</b>	<b>Emergency Minor Home Repair and Accessibility Program (EMRAP)</b>
\$85,644 (34%)	Community Opportunity Grants (Includes Public Service Activities capped at 15% annual allocation)
\$59,283 (20%)	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)
<b>\$296,418</b>	<b>Grant Total</b>

4





# Public Comments



**PY24 AAP survey responses were in support of increasing funding to \$10,000 for roof repair or replacement projects.**



# Completed Projects





## Decision Point/Recommendation:

Council Should Approve an Increase to the Maximum Grant Amount in the EMRAP Program to \$10,000 for Roof Repair or Replacement Projects.

# QUESTIONS?

9



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.

WHEREAS, a policy regarding City Emergency Minor Home Repair and Accessibility Program (EMRAP) grants with CDBG funds, with signature authority, was adopted on November 1, 2011, pursuant to Resolution No. 11-037; and

WHEREAS, EMRAP grants are limited to a maximum of Five Thousand and No/100 Dollars (\$5,000.00) for roof repairs or replacement; and

WHEREAS, the cost of roof repairs or replacement currently runs between Ten Thousand and No/100 Dollars (\$10,000.00) and Twelve Thousand and No/100 Dollars (\$12,000.00) for an average-sized home; and

WHEREAS, many low-income homeowners who apply for EMRAP grants find themselves unable to bridge the gap between the grant amount and the total cost of repairs or replacement;

WHEREAS, staff is recommending an amendment to the Policy to allow EMRAP grants of up to Ten Thousand and No/100 Dollars (\$10,000.00) for repairs to or replacement of roofs; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such amendment to the City policy be adopted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City's EMRAP policy be amended as described herein and the amendment is hereby adopted.

DATED this 6<sup>th</sup> day of August, 2024.

---

James Hammond, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

**ROLL CALL:**

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

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**CITY COUNCIL  
STAFF REPORT**

**DATE: AUGUST 6, 2024**

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

**SUBJECT: CDBG: AUTHORIZATION TO ENTER INTO GRANT AGREEMENTS  
USING 2024 FUNDS AND REALLOCATION OF PY22 FUNDS**

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**DECISION POINT:** Should Council approve funding and authorize staff to enter into Community Development Block Grant (CDBG) award agreements for Plan Year 2024 (PY24) with Safe Passage, TESH, Inc., United Way of North Idaho, and Lake City Center, and Reallocate TESH's PY22 (previously awarded) remaining grant funds needed to complete their PY24 project?

**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 received notice from HUD that the PY24 annual allocation is \$296,418.00, of which \$85,644.00 is budgeted for Community Opportunity Grants. The minimum grant request required was set at a minimum of \$35,000 for Public Facility Improvements, and \$20,000 for Public Service activities which is necessary in order to reduce staff time required to manage each awarded grant recipient. Additionally, of the total funding available (\$296,418.00), a maximum of 15% of the total allocation may be allocated to public service grants, which includes the annual non-competitive \$10,000.00 "Meals on Wheels" allocation.

On May 10, 2024, and May 24, 2024, the City advertised the request for proposals. 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 cycle was open from May 10 through June 21, 2024.

The Volunteer Ad Hoc Grant Review Committee (Committee) met on June 26, 2024, to review and rate the applications/proposals. The Committee included the following participants: Council Member Woody McEvers, Lindsay Allen (Representative of the Coeur d’Alene Regional Realtors), and Jon Ingalls (Planning and Zoning Commission and Design Review Commission member). Committee member Pamela Bates (Volunteer Senior Service Coordinator) was out of town and unable to participate.

Applications for PY24 grant funds were received as follows:

PUBLIC SERVICE ACTIVITIES		PUBLIC FACILITY IMPROVEMENTS	
United Way of North Idaho	\$44,283	TESH, Inc.	\$44,388
CDAIDE	\$43,784	Boys and Girls Club	\$50,000
One Site for Seniors	\$34,462	Safe Passage	\$98,576
HomeShare Kootenai County	\$35,000		
Children’s Village	\$36,820		

**THE COMMITTEE RECOMMENDS THE FOLLOWING PY24 GRANT AWARDS:**

- 1. 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. The Committee also recommends awarding \$76,848.00 of PY23 funding which will be brought forward at the August 20, 2024, Council meeting via a separate agreement.
- 2. 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. The Committee also recommends reallocating to TESH \$14,934.00 of unused award funds from their PY22 grant award which will fund the PY24 request in full. TESH provides services to the severely disabled community.
- 3. 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.

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

**PERFORMANCE ANALYSIS:** Authorizing this item will allow staff to enter into Community Opportunity Grant agreements with Safe Passage, TESH, United Way, and execute the non-competitive grant agreement with Lake City Center.

**FINANCIAL ANALYSIS:** The City's CDBG Plan Year 2024 allocation is \$296,418.00, of which \$85,644.00 is budgeted for Community Opportunity Grants.

**DECISION POINT/RECOMMENDATION:**

Council should approve funding and authorize staff to execute CDBG agreements using PY24 Community Opportunity Grant funds with Safe Passage \$21,728.00, TESH, Inc. \$29,454.00, United Way of North Idaho \$34,462.00, execute the \$10,000.00 non-competitive CDBG agreement with Lake City Center, and reallocate \$14,924.00 of TESH's PY22 previously awarded remaining grant funds needed to complete their PY24 project.



# City of Coeur d'Alene CDBG

## Community Opportunity Grant Fund Plan Year 2024 Awards

August 6, 2024

1



# Tonight's Request:

Request Approval of Award of PY24 Grant Funds to Safe Passage and TESH, Inc. for Public Facility Improvements, and United Way and Lake City Center for Public Service Activities.

2



# 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)



3

# Eligible Public Service Activities

- |                                       |                            |
|---------------------------------------|----------------------------|
| ❖ Mental Health Services              | ❖ Employment Services      |
| ❖ Fair Housing Counseling             | ❖ Crime Prevention         |
| ❖ Education Programs                  | ❖ Public Safety            |
| ❖ Energy Conservation                 | ❖ <u>Childcare</u>         |
| ❖ <u>Services for Senior Citizens</u> | ❖ Health Services          |
| ❖ Services for Homeless Persons       | ❖ Substance Abuse Services |

**Capped at 15%= \$44,462**  
Meals on Wheels Annual Grant =\$10,000

**\$34,462 Available for Public Service Activities**



4

# Selecting Activities Each Year

- ❖ **Activities must meet a National Objective:**
  - **Benefit to low-and-moderate income (LMI) persons**
  - **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**
- ❖ **Capacity of City staff, amount of allocation, priorities, and capacity/experience of sub-recipient organizations**

5



# Consolidated Planning Goals for 2023-2027

1. **Maintain and Increase Housing Stock** (ownership & rentals)
2. **Public Facility and Infrastructure Projects**
3. **Public Services**
4. **Homelessness Assistance**
5. **Economic Development**

6



# Public Comments

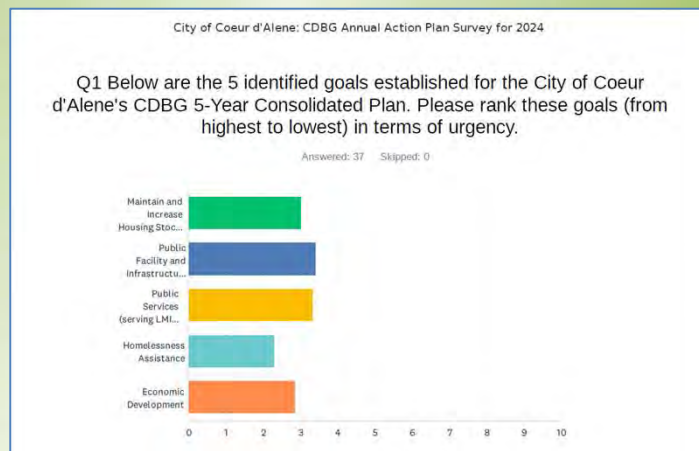
**Survey responses are in order of priority:**

1. Public Facilities and Infrastructure Projects
2. Public Services
3. Maintain and Increase Affordable Housing (ownership and rentals)
4. Economic Development
5. Homelessness Assistance

7



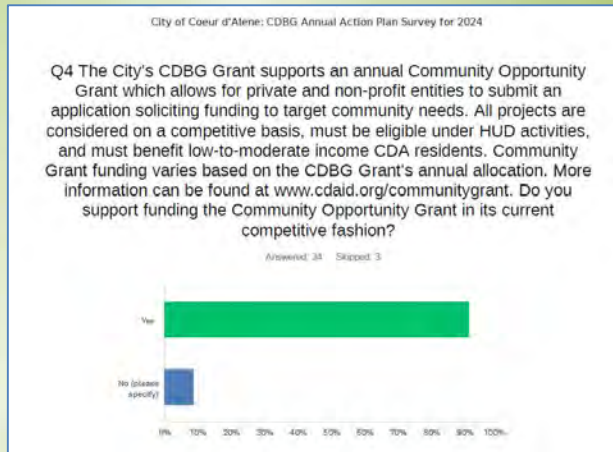
# Survey Results



8



# Survey Results



## Draft 2024 AAP Budget Based on Funding of \$296,418

2024 Funding	Project
\$85,644 (34%)	Community Opportunity Grants (Includes Public Service Activities capped at 15% annual allocation)
\$10,000 (3%)	Lake City Center "Meals on Wheels"
\$141,491 (43%)	Emergency Minor Home Repair and Accessibility Program (EMRAP)
\$59,283 (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)
<b>\$296,418</b>	<b>Grant Total</b>

# Community Opportunity Grant Funding Recommendations



## PUBLIC FACILITY IMPROVEMENTS:

- **Safe Passage:** \$21,728 to Re-Roof and Remodel/Update Kitchen in Safe Shelter
- **TESH, Inc.:** \$29,454 plus the reallocation of remaining PY22 unused funds to Separate Irrigation from Domestic Water, Upgrade IT Server, Replace HVAC Air Conditioning Unit

## PUBLIC SERVICE ACTIVITIES:

- **United Way of North Idaho:** \$34,462 for Childcare Scholarships
- **Lake City Center:** \$10,000 for the “Meals on Wheels” program

11

## Recommendation:

Council Should Approve Awards and Authorize Staff to Execute Agreements with Safe Passage, TESH, Inc., United Way of North Idaho, and Lake City Center.

12



# QUESTIONS?



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.

WHEREAS, the United States Department of Housing and Urban Development (HUD) provided a CDBG grant to the City of Coeur d'Alene for 2024 in the amount of \$296,418.00;

WHEREAS, under the 2024 Annual Action Plan, \$85,644.00 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 Safe Passage, \$21,728.00; for Tesh, Inc., \$29,454.00; and for United Way of North Idaho, \$34,462.00;

WHEREAS, it is further recommended that the City execute a non-competitive CDBG agreement with Lake City Center in the amount of \$10,000.00;

WHEREAS, it is further recommended that the City reallocate the remaining grant funds (\$14,924.00) of TESH's Plan Year 2022 grant to complete its Plan Year 2024 project;

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 described above and in substantially the forms attached hereto as Exhibits "A" through "D" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreements to the extent the substantive provisions of the Agreements remain intact.



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

DATED this 6<sup>th</sup> day of August, 2024.

---

James Hammond, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

ROLL CALL:

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

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## **AGREEMENT FOR CDBG GRANT FUNDS FOR SAFE PASSAGE**

CDBG PROGRAM YEAR: 2024

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. 4<sup>th</sup> 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-24-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Twenty-One Thousand Seven Hundred Twenty-Eight and no/100 Dollars (\$21,728.00) 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 Twenty-One Thousand Seven Hundred Twenty-Eight and no/100 Dollars (\$21,728.00), 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](mailto: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](mailto: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 \_\_\_\_ day of \_\_\_\_\_, 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



Attachment A

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

**Scope of Services**

Under the HUD PY2024 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 \$21,728.00. The total estimated cost of the project is \$129,223.00. Safe Passage will be responsible for the difference of \$107,495.00 to complete the project. (Note: Recommendation to allocate PY23 funds in the amount of \$76,848.00, under separate agreement.)

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>	\$21,728.00		
Safe Passage-Other Funds		\$30,647.00	
Recommended Award of PY23 CDBG Funds		\$76,848.00	
Total	\$21,728.00	\$107,131.00	\$129,223.00

Allocated grant funds are in the amount of \$21,728.00. The total estimated cost of the project is \$129,223.00. Safe Passage will be responsible for the difference of \$107,495.00 to complete the project. (Note: Recommendation to allocate \$76,848.00 of PY23 CDBG funds, under separate agreement.)

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:

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

## **AGREEMENT FOR CDBG GRANT FUNDS FOR TESH, INC.**

CDBG PROGRAM YEAR: 2024

CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and TESH, INC., an Idaho non-profit corporation, whose mailing address is 3327 W. Industrial Loop, Coeur d'Alene, Idaho, 83815, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Marci Hartzell, 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-24-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Twenty-Nine Thousand Four Hundred Fifty-Four and no/100 Dollars (\$29,454.00) 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 presumed benefit group of severely disabled adults.

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 Twenty-Nine Thousand Four Hundred Fifty-Four and no/100 Dollars (\$29,454.00), 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. A large number of the Subrecipient's clientele qualify for the National Objective of LMI- Limited Clientele (presumed benefit), severely disabled adults. This presumed benefit activity requires the reporting to indicate all clients receiving the service as low-income regardless of individual incomes (See: Attachment E). Income data will need to be collected for families of disabled children receiving assistance as disabled children do not meet the presumed benefit criteria established by HUD. Please coordinate with the CITY's CDBG Grant Administrator to ensure the proper collection of income and reporting. If the required income limits are not met, the individual will be ineligible to receive assistance from the CDBG grant funds. Please see Attachment F for HUD income limits data.

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 at [sherrieb@cdaid.org](mailto: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 \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY of Coeur d'Alene

TESH, INC.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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

By: \_\_\_\_\_

Marci Hartzell, Executive Director  
TESH, Inc.

ATTEST:

By: \_\_\_\_\_

Renata McLeod  
Its: City Clerk

Attachment A

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

**Scope of Services**

Under the HUD PY2024 allocation of the Community Development Block Grant, TESH, INC., will:

- 1.) Add a New Irrigation Cap and Meter Installation.
- 2.) Purchase a New Dell Server, Server Licenses, and user CAL's for the IT Server Upgrade.
- 3.) Replace the HVAC A/C Unit with a Lennox Elite 13-seer air conditioner, coil mount, and ductwork.

Allocated grant funds are in the amount of \$29,454.00. The total estimated cost of the project is \$44,388.00. TESH, INC., will be responsible for the difference of \$14,934.00 to complete the project. (NOTE: Recommendation to reallocate \$14,934.00 of PY22 CDBG funds previously awarded to TESH for Lighting Project.)

With this project, TESH, INC., will increase the safety, accessibility, and longevity of the facility which primarily serves the National Objective LMI- Limited Clientele, presumed benefit group of severely disabled adult clientele of low income.

**Summary of the Project Activities**

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

**Schedule**

Upon execution of the Agreement between TESH, INC., and the City of Coeur d'Alene, the Project shall commence and shall be complete by 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 TESH, INC**

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Facility Improvements Project	\$29,454.00		
<i>Irrigation Cap/Meter Installation, HVAC A/C Unit Upgrade, IT Server Upgrade</i>			
Recommended PY22 CDBG funding		\$14,934.00	
<b>Total</b>	\$29,454.00	\$14,934.00	\$44,388.00

Allocated grant funds are in the amount of \$29,454.00. The total estimated cost of the project is \$44,388.00. TESH, INC., will be responsible for the difference of \$14,934.00 to complete the project. (NOTE: Recommendation to reallocate \$14,934.00 of PY22 CDBG funds previously awarded to TESH for Lighting Project.)

TESH, INC., will submit detailed, itemized invoices 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

**TESH, INC., Reporting Requirements**

The Subrecipient shall provide:

- 1) A completed report with final drawdown (Attachment D) and a completed beneficiary and demographic report with each drawdown (Attachment E).
- 2) Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of Five Hundred Thousand 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 is LMI- Limited Clientele (presumed benefit), Severely Disabled Adults, and individual income reporting will not be required. This presumed benefit activity requires the reporting to indicate all clients receiving the service as low-income regardless of individual incomes **Note:** Severely Disabled Adults meet HUD's designation of Limited Clientele, presumed benefit. Disabled Children require family income reporting.

Attachment D

**TESH INC. Final Report**

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

- 1) Number of total disabled persons and number of total Coeur d'Alene disabled persons benefiting in the CDBG supported period:
  - a) Number of total disabled persons and number of total Coeur d'Alene disabled persons benefitting with new access to the facility post CDBG funded project:
  - b) Number of total disabled persons and number of total Coeur d'Alene disabled persons with improved access to facility post CDBG funded project:
  - c) Number of disabled persons with access to Public Facility that is no longer substandard:
- 2) Brief rationale of why >51% of TESH, INC's disabled population is considered to be of low-to-moderate income (LMI):
- 3) Brief rationale of why >51% of TESH, INC's disabled population is considered to be of Coeur d'Alene residency:
- 4) TESH, INC., Official Reporting:
  - A) Duns #: \_\_\_\_\_
  - B) UEI #: \_\_\_\_\_
  - C) Is this a woman owned business (Y/N)? \_\_\_\_\_
  - D) Is this a minority owned business (Y/N): \_\_\_\_\_



Attachment E

**TESH, INC**  
**Demographic & LMI Income Reporting Requirements**

Please report for clientele served in CDBG funded project:

<b>Race</b>	<b># Total</b>
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	
<b>Total Persons</b>	
Of the total persons, enter the number who are Hispanic/Latino	
<b>Income (Based on HUD'S 2024 Income limits)</b>	<b># Total</b>
Presumed Benefit for Severely Disabled Adults = Low (50%)	
Disabled Children = Extremely Low (30%)	
Disabled Children = Low (50%)	
Disabled Children = Moderate (80%)	

Attachment F

**HUD INCOME LIMITS**



**FY 2024 INCOME LIMITS DOCUMENTATION SYSTEM**

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

**FY 2024 Income Limits Summary**

FY 2024 Income Limit Area	Median Family Income <a href="#">Click for More Detail</a>	FY 2024 Income Limit Category <a href="#">Click for More Detail</a>	Persons in Family							
			1	2	3	4	5	6	7	8
<b>Coeur d'Alene, ID MSA</b>	\$97,300	Very Low (50%) Income Limits (\$) <a href="#">Click for More Detail</a>	30,150	34,500	38,800	<b>43,100</b>	46,550	50,000	53,450	56,900
		Extremely Low Income Limits (\$)* <a href="#">Click for More Detail</a>	18,100	20,700	25,820	<b>31,200</b>	36,580	41,960	47,340	52,720
		Low (80%) Income Limits (\$) <a href="#">Click for More Detail</a>	48,250	55,200	62,050	<b>68,950</b>	74,500	80,000	85,500	91,050

## **AGREEMENT FOR CDBG GRANT FUNDS FOR UNITED WAY OF NORTH IDAHO**

CDBG PROGRAM YEAR: 2024

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 UNITED WAY OF NORTH IDAHO, an Idaho non-profit corporation, whose mailing address is 501 E. Lakeside Avenue, Suite 3, Coeur d'Alene, Idaho, 83814, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Mark A. Tucker, 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-24-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Thirty-Four Thousand Four Hundred Sixty-Two and no/100 Dollars (\$34,462.00) to the Subrecipient for Public Service Activities. 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 (See: Attachment F, HUD FY2024 Income Limits) by providing grant funds to the Subrecipient which will assist City of Coeur d'Alene families who experience financial hardship as a result of insufficient income and the high cost of living within the CITY. The project supports families and their access to care for their children, enabling adults to continue with work and/or school and helping to establish financial stability.

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 Thirty-Four Thousand Four Hundred Sixty-Two and no/100 Dollars (\$34,462.00), 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 report for their 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. Income data will need to be collected for individuals receiving assistance. Please coordinate with the CITY's CDBG Grant Administrator to ensure the proper collection of income and reporting. If the required income limits are not met, the individual will be ineligible to receive assistance from the CDBG grant funds.

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](mailto: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.

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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.

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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 \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY of Coeur d'Alene

UNITED WAY OF NORTH IDAHO

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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

By: \_\_\_\_\_

Mark A. Tucker, Executive Director  
United Way of North Idaho

ATTEST:

By: \_\_\_\_\_

Renata McLeod  
Its: City Clerk

Attachment A

**Grant Agreement between CITY of Coeur d’Alene and UNITED WAY OF NORTH IDAHO**

**Scope of Services**

Under the HUD PY2024 allocation of the Community Development Block Grant, **UNITED WAY OF NORTH IDAHO** will:

- 1.) Provide Financial Support to Families to Access and Maintain Child Care in the Form of Child Care Scholarships. Families receiving support must be City of Coeur d’Alene residents and meet HUD’s income limits (Attachment F).

Allocated grant funds are in the amount of \$34,462.00. The total estimated cost of the project is \$134,065.38. **UNITED WAY OF NORTH IDAHO** will be responsible for the difference of \$99,603.38 to complete the project.

With this project, **UNITED WAY OF NORTH IDAHO** will increase financial stability for City of Coeur d’Alene families designated as ALICE, and assist families with access to quality childcare so that they may continue their employment and/or schooling. Families assisted with CDBG funds qualify under the National Objective of at least 51% LMI.

**Summary of the Project Activities**

The Child Care scholarship program assists families experiencing hardship due to insufficient income and the high cost of living in the City of Coeur d’Alene. The program helps families to access and/or maintain care for their children so that the adults may continue to work and/or go to school. Scholarships are awarded directly to care providers as a monthly supplement based on need in an average amount of \$350.00/month, for 3 months. City of Coeur d’Alene families receiving the CDBG grant funds for this scholarship are limited to no more than three (3) months of scholarship assistance in a 12-month period.

**Schedule**

Upon execution of the Agreement between **UNITED WAY OF NORTH IDAHO** 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 UNITED WAY OF NORTH IDAHO**

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Public Service Activity	\$34,462.00	\$99,603.38	\$134,065.38
<i>Childcare Scholarships to ALICE populations</i>			
<b>Total</b>	\$34,46.002	\$99,603.38	\$134,065.38

Allocated grant funds are in the amount of \$34,462.00. The total estimated cost of the project is \$134,065.38. UNITED WAY OF NORTH IDAHO will be responsible for the difference of \$99,603.38 to complete the project.

UNITED WAY OF NORTH IDAHO will submit detailed, itemized invoices to the CITY’s CDBG Administrator for review which details eligible, completed expenses paid to the care provider 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 proof that payment has been made to the care provider (i.e., attach copies of care provider invoice(s) and check(s) paid to provider).

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

Attachment C

**UNITED WAY OF 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 proof that payment has been made to the care provider (i.e., attach copies of care provider invoice(s) and check(s) paid to provider).
4. The National Objective for this activity is LMI. Individual income reporting is required. Income data will need to be collected for individuals receiving assistance.

Attachment D

**UNITED WAY OF NORTH IDAHO Final Report**

During the CITY's CDBG funded timeline of **UNITED WAY OF NORTH IDAHO's** Public Service Activity:

- 1) Number of Coeur d'Alene children served by the program:
- 2) Number of Coeur d'Alene children provided with new or continuing access to the benefit:
- 3) Number of Coeur d'Alene children provided with improved access to the benefit:
- 4) Number of Coeur d'Alene children provided a benefit that is no longer substandard:
- 5) Average age of Coeur d'Alene children served by the program:
- 6) Brief rationale of why >51% of **UNITED WAY OF NORTH IDAHO'S** client population is considered to be of low-to-moderate income (LMI):
  
- 7) Brief rationale of why >51% of **UNITED WAY OF NORTH IDAHO'S** client population is considered to be of Coeur d'Alene residency:
  
- 8) Brief description of the program and its beneficiaries:
  
- 9) Brief description of program status at the time of the CITY's CDBG funding:
  
- 10) **UNITED WAY OF 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

**UNITED WAY OF NORTH IDAHO  
Demographic & LMI Income Reporting Requirements**

Please report for clientele served in CDBG funded project:

<b>Race</b>	<b># Total</b>
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	
<b>Total Persons</b>	
Of the total persons, enter the number who are Hispanic/Latino	
<b>Income (Based on HUD'S 2024 Income limits)</b>	<b># Total</b>
Very Low (30%)	
Low (50%)	
Moderate (80%)	

Attachment F

**HUD FY 2024 INCOME LIMITS**



**FY 2024 INCOME LIMITS DOCUMENTATION SYSTEM**

[HUD.gov](https://www.hud.gov) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

**FY 2024 Income Limits Summary**

FY 2024 Income Limit Area	Median Family Income <a href="#">Click for More Detail</a>	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
<b>Coeur d'Alene, ID MSA</b>	\$97,300	Very Low (50%) Income Limits (\$) <a href="#">Click for More Detail</a>	30,150	34,500	38,800	<b>43,100</b>	46,550	50,000	53,450	56,900
		Extremely Low Income Limits (\$)* <a href="#">Click for More Detail</a>	18,100	20,700	25,820	<b>31,200</b>	36,580	41,960	47,340	52,720
		Low (80%) Income Limits (\$) <a href="#">Click for More Detail</a>	48,250	55,200	62,050	<b>68,950</b>	74,500	80,000	85,500	91,050

## **AGREEMENT FOR CDBG GRANT FUNDS FOR LAKE CITY CENTER**

CDBG PROGRAM YEAR: 2024

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 LAKE CITY CENTER, INC., an Idaho non-profit corporation, whose mailing address is 1916 Lakewood Drive, Coeur d'Alene, Idaho 83814, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is, Name, 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-24-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Ten Thousand and no/100 Dollars (\$10,000.00) to the Subrecipient for Public Service Activities. 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 assist the elderly through the distribution of nutritious meals to homebound seniors in Coeur d' Alene.

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 Ten Thousand and no/100 Dollars (\$10,000.00), 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 “Meals on Wheels” program qualifies as LMI- Limited Clientele (presumed benefit) for Elderly as the seniors are receiving center-based services. This presumed benefit activity requires that the reporting indicate all seniors receiving the service as moderate-income regardless of their 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](mailto: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 at [sherrieb@cdaid.org](mailto: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.

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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 \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY of Coeur d'Alene

LAKE CITY CENTER

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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

By: \_\_\_\_\_

Name, Director  
Lake City Center

ATTEST:

By: \_\_\_\_\_

Renata McLeod  
Its: City Clerk

Attachment A

**Grant Agreement between CITY of Coeur d'Alene and LAKE CITY CENTER**

**Scope of Services**

Under the HUD PY2024 allocation of the Community Development Block Grant, **LAKE CITY CENTER** will:

- 1.) Provide a Public Service to Homebound Seniors in Coeur d'Alene with the Distribution of Meals through the "Meals on Wheels" Program.

Allocated grant funds are in the amount of \$10,000.00.

With this project, LAKE CITY CENTER will help local seniors receive nutritional meals. Seniors assisted with CDBG funds qualify under the National Objective of Limited Clientele (presumed benefit), Elderly, at least 51% LMI.

**Summary of the Project Activities**

Meals through the "Meals on Wheels" program are provided to homebound seniors in Coeur d'Alene through Lake City Center. Seniors are qualified for the program through the Area Agency on Aging. In order to qualify for this service, seniors need to be 60 years of age or older, be homebound, and unable to travel to Lake City Center for daily meals served at the site.

**Schedule**

Upon execution of the Agreement between LAKE CITY CENTER 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 LAKE CITY CENTER**

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Public Service Activity	\$10,000.00		\$10,000.00
<i>“Meals on Wheels” program</i>			
<b>Total</b>	\$10,000.00		\$10,000.00

LAKE CITY CENTER will submit detailed, itemized invoices to the CITY’S CDBG Administrator for review which details eligible meal preparation expenses purchased during the grant reporting period. 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 what was purchased in support of the program (i.e. receipts for food, containers, etc.).

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



Attachment C

**LAKE CITY CENTER 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) of eligible meal preparation expenses purchased during the grant reporting period to the CITY'S CDBG Administrator for review. 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 what was purchased in support of the program (i.e. receipts for food, containers, etc.).
4. The National Objective for this activity is Limited Clientele (presumed benefit). This presumed benefit activity requires the reporting to indicate all clients receiving the service as moderate-income regardless of individual incomes. **Note:** Elderly beneficiaries meet presumed benefit.

Attachment D

**LAKE CITY CENTER Final Report**

During the CITY'S CDBG funded timeline of **LAKE CITY CENTER'S** Public Service Activity:

- 1) Number of Coeur d'Alene seniors served by the program:
- 2) Number of Coeur d'Alene seniors provided with new or continuing access to the benefit:
- 3) Number of Coeur d'Alene seniors provided with improved access to the benefit:
- 4) Number of Coeur d'Alene seniors provided a benefit that is no longer substandard:
- 5) Average age of Coeur d'Alene seniors served by the program:
- 6) Brief rationale of why >51% of **LAKE CITY CENTER'S** client population is considered to be of low-to-moderate income (LMI):
  
- 7) Brief rationale of why >51% of **LAKE CITY CENTER'S** client population is considered to be of Coeur d'Alene residency:
  
- 8) Brief description of the program and its beneficiaries:
  
  
- 9) Brief description of program status at the time of the City's CDBG funding:
  
  
- 10) **LAKE CITY CENTER'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

**LAKE CITY CENTER  
Demographic & LMI Income Reporting Requirements**

Please report for clientele served in CDBG funded project:

<b>Race</b>	<b># Total</b>
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	
<b>Total Persons</b>	
Of the total persons, enter the number who are Hispanic/Latino	
<b>Income (Based on HUD'S 2024 Income limits)</b>	<b># Total</b>
Presumed Benefit for Elderly = Moderate (80%)	