

Coeur d'Alene

CITY COUNCIL MEETING

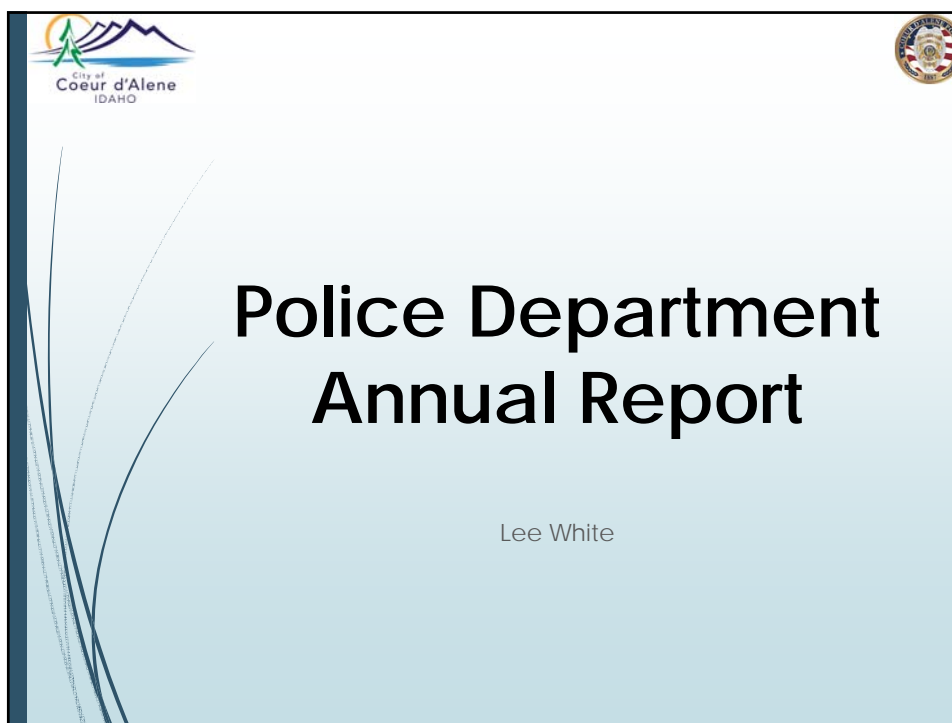
June 7, 2016

MEMBERS OF THE CITY COUNCIL:

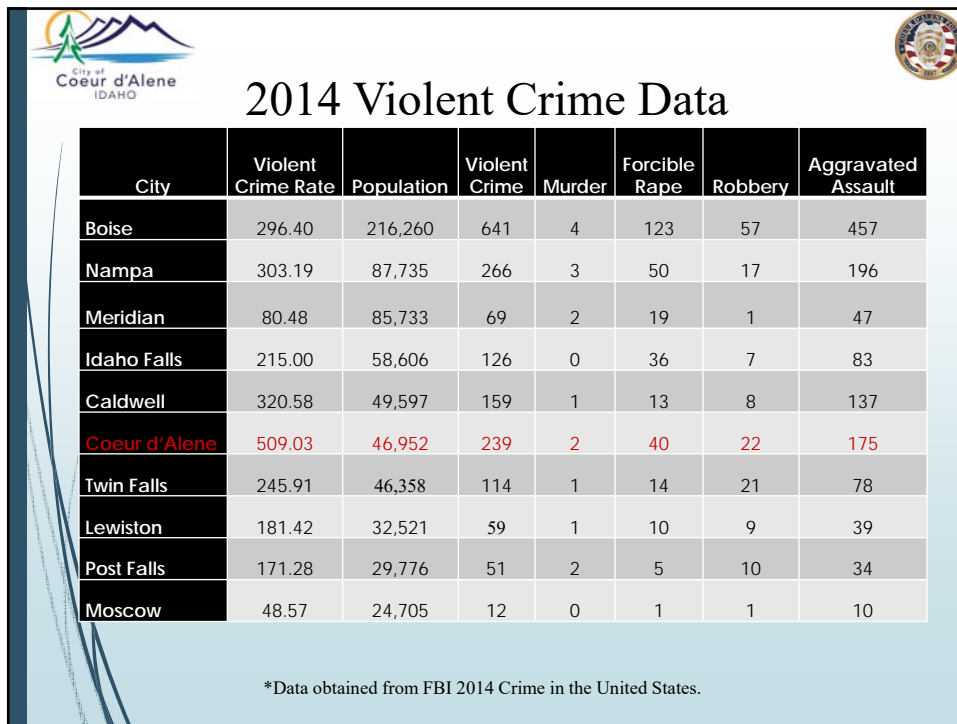
Steve Widmyer, Mayor

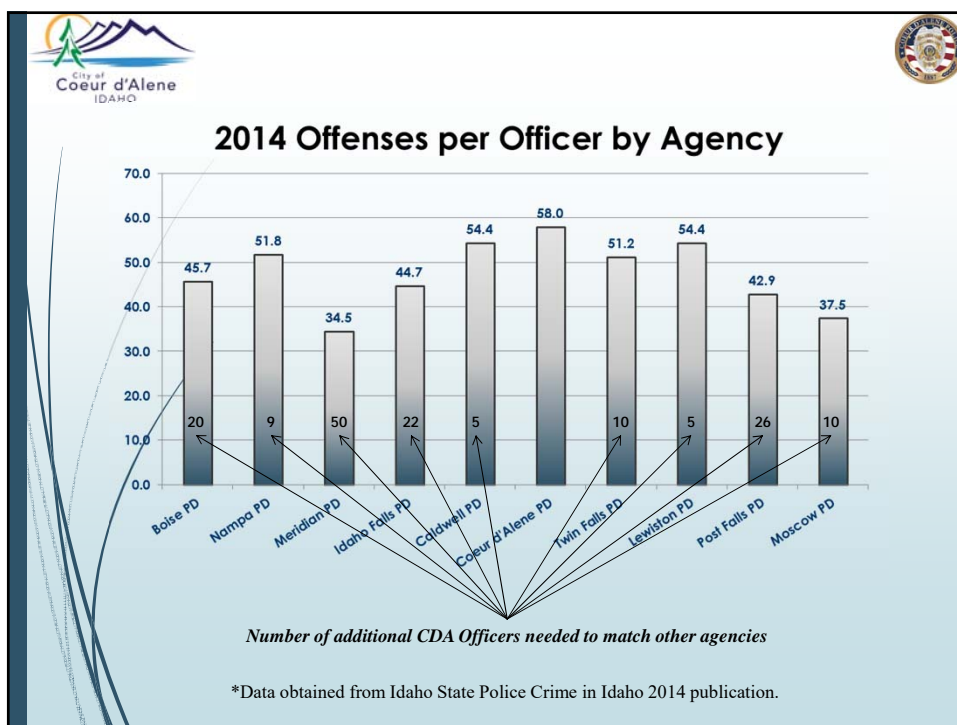
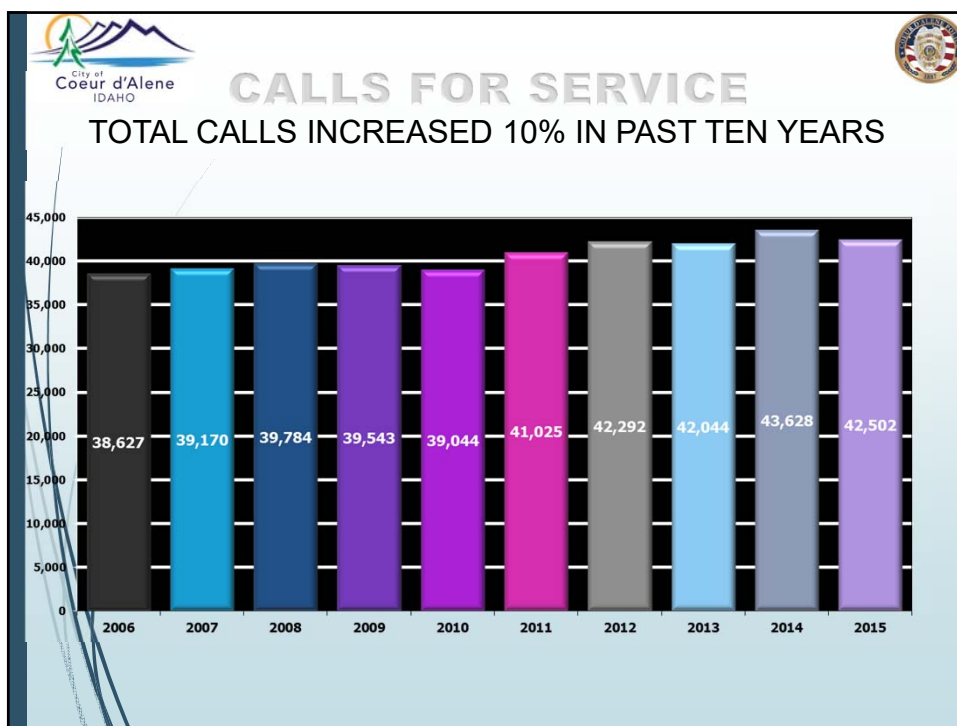
Council Members Edinger, English, Evans, Gookin, McEvers, Miller

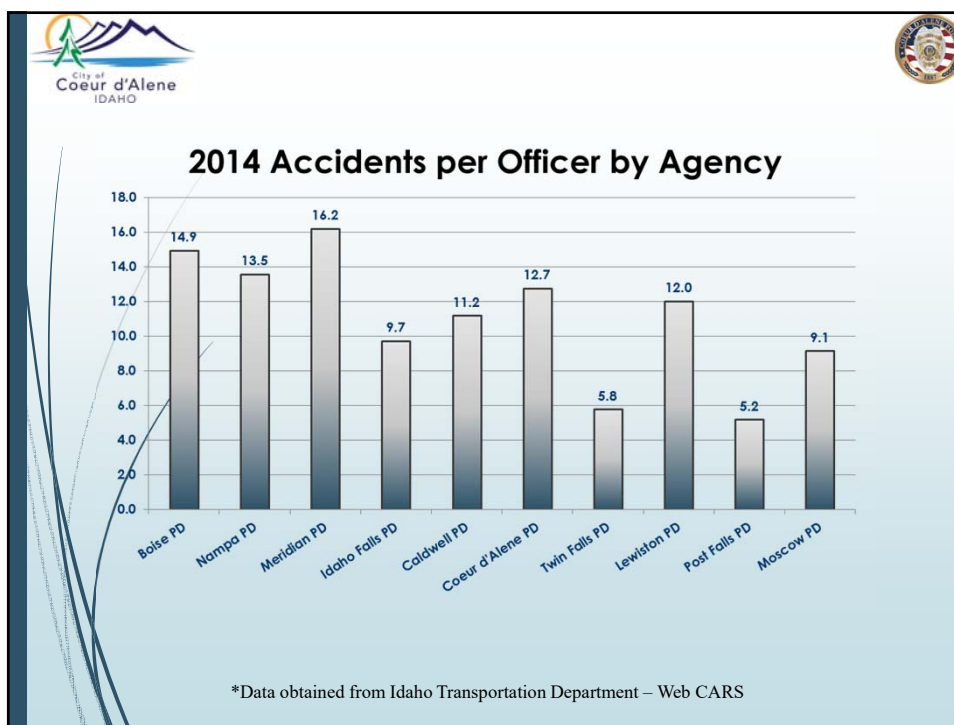
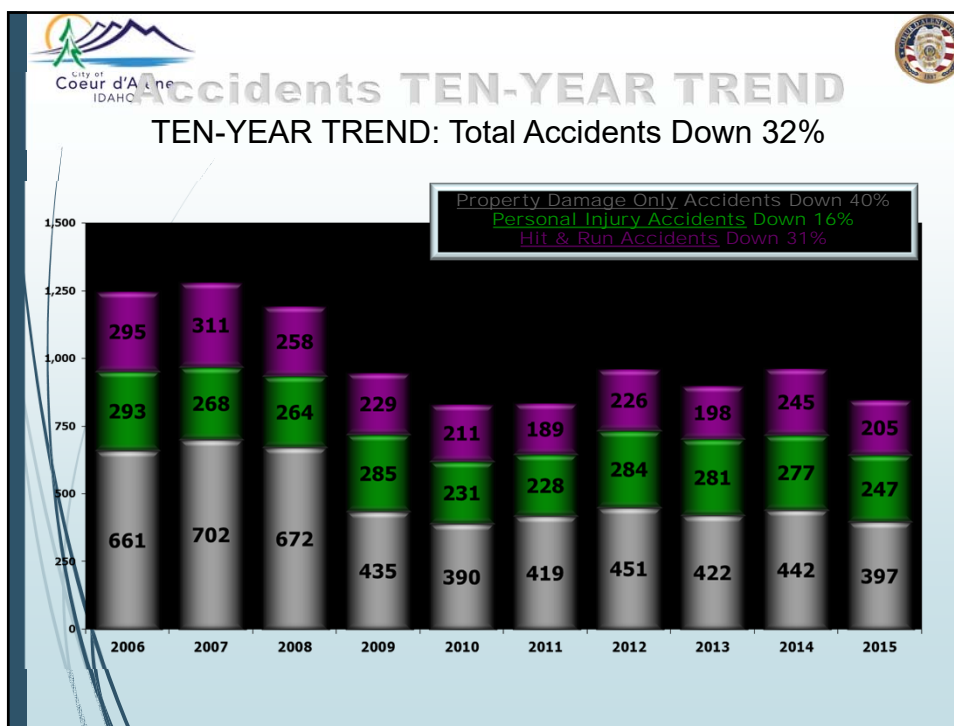
PRESENTATIONS

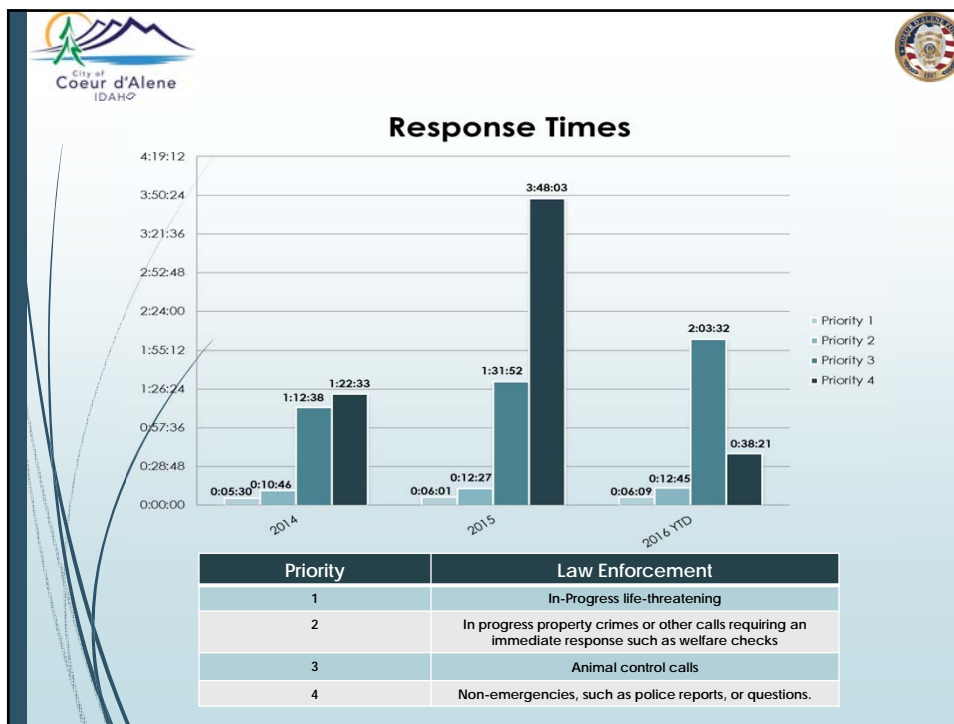


Coeur d'Alene Police: Part 1 Crimes 2014-2015				Coeur d'Alene Police: Part 2 Crimes 2014-2015			
OFFENSE	Jan-Dec 2015	Jan-Dec 2014	2014-2015 %	OFFENSE	Jan-Dec 2015	Jan-Dec 2014	2014-2015 %
Aggravated Assault	129	152	-15%	Alcohol Offense	169	193	-12%
Arson	33	23	43%	Assault	603	683	-12%
Auto Burglary	318	416	-24%	Bomb Threat	0	2	-100%
Burglary - Non Resid	62	54	15%	Bribery	1	1	0%
Burglary - Resid	174	282	-38%	Child Abuse	45	53	-15%
Forcible Rape	30	35	-14%	CPOR/NCOV Violations	115	161	-29%
Homicide	0	2	-100%	Custodial Interference	43	45	-4%
Robbery - Commercial	4	4	0%	Disturbing the Peace	36	42	-14%
Robbery - Person	18	19	-5%	Drugs	965	759	27%
Theft	775	993	-22%	DUI	360	304	18%
Vehicle Theft	97	140	-31%	Embezzlement	9	20	-55%
Part 1 Crimes Total	1640	2120	-23%	Extortion	0	1	-100%
These statistics are preliminary counts of the original police incident reports and may vary from the final UCR (Uniform Crime Reporting) statistics published by the FBI.				Fraud/Forgery	215	202	6%
				Gambling	0	0	0%
				Harassment	49	62	-21%
				Intimidation	51	48	6%
				Juvenile Problem	137	205	-33%
				Kidnapping	9	12	-25%
				Obstructing	103	119	-13%
				Pornography	10	13	-23%
				Prostitution	3	1	200%
				Recovered Stolen Prop	44	48	-8%
				Sex Offense	56	85	-34%
				Trespassing	39	41	-5%
				Vandalism	283	386	-27%
				Warrant Arrest	732	696	5%
				Weapon Offense	37	45	-18%
				Part 2 Crimes Total	4114	4227	-3%









Looking Ahead

- Crime reduction efforts
- Community Action Team
- Partnerships with the community

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

May 17, 2016

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 May 17, 2016 at 5:15 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Loren Ron Edinger)	Members of Council Present
Dan Gookin)	
Kiki Miller)	
Woody McEvers)	
Amy Evans)	
Dan English)	

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

INVOCATION: Pastor Mike Slothower with River of Life Friends gave the invocation.

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

CDA 2030 VISIONING PROJECT UPDATE AND SPONSORSHIP REQUEST: Ron Lahner, a CDA 2030 boardmember requested the City consider continue funding the CDA 2030 Visioning Project in this year's budget planning process in the continued amount of \$45,000. He noted that a forum such as 2030 provides a very important avenue for community engagement. As they set goals, they identify an issue and move forward with an implementation plan. He reviewed the deliverables and the number of volunteers involved in 2030. Mr. Lahner described the plan as a living document and reviewed the number of actions items completed. He noted that they are planning to continue summer events, such as the Kid's Camp, with a goal of serving 600 kindergarten through third graders. He reviewed the non-city funding sources that average 61% of their funds and noted that the City has contributed approximately \$145,000 to date and it would have cost \$400,000 for a private consultant to complete such a plan.

Councilmember Gookin asked if the non-city entities have committed to another year of funding. Ms. Kahler, CDA 2030 Executive Director, noted that the entities listed have provided funds over the past three years. The University of Idaho and Parkwood Business Properties have committed funds and they have several pending requests to other entities, as they have just begun the process for seeking funds this year. Councilmember Gookin asked what the end game is for 2030. Ms. Kahler explained that it would be when the goals and implementation plan are complete, unless the city/community would like to start another visioning process. Councilmember Miller asked for clarification of how they review the implementation plan. Ms. Kahler noted that they check in with the lead partners annually to see if revisions need to be

made, without losing the purpose set forth by the community. There is an application to add and delete goals that is reviewed by the board. Mayor Widmyer asked if Ms. Kahler would provide their draft budget to the Finance Director for distribution to the Council.

LOCK IT OR LOSE IT: Police Captain Hagar presented the “Lock it or Lose it” initiative. He noted that they will be kicking this campaign off in the next couple of weeks and throughout the summer. This is a police education effort for prevention of auto burglaries and thefts. The best prevention of auto crime is by simply locking the vehicle and removing keys and possessions from the vehicle. They will be putting the information out at the movie theaters and providing bookmarks at the Library, bus stops, billboard, etc. They are seeking out insurance companies to underwrite the costs.

PROCLAMATION FOR BIKE TO WORK MONTH – JUNE 2016: Trails Coordinator Monte McCully accepted the Proclamation and noted that there will be events throughout the community during Bike to Work Week (June 5-10, 2016). Events include a bike ride in costume event that leads bicyclists to area parks on a scavenger hunt, a kick-off ride from Riverstone Park to Java on Sherman; beer tasting and a movie at Pilgrims Market; a Centennial Trail fundraising gala at Java; and a moonlight ride starting at Vertical Earth. Visit www.CDA.org/parks/biketo workweek for more information and specific dates and times of events.

CITIZEN APPRECIATION PRESENTATION: Deputy Fire Chief Tom Greif, Firefighter Erik Loney, and Firefighter/Paramedic Eric Paul noted the importance of CPR and citizens assisting in emergencies. Deputy Greif explained that they encountered two incidents in which they wanted to give recognition to citizens who provided life-saving action prior to paramedics arriving on the scene. He presented the “Chain of Survival” that demonstrates how each item increases the chance of survival. Early action and CPR are the beginning of the chain. Deputy Greif presented recognition to Daylynn Day, Cheri McCormack, and Amanda Deeds for live saving measures provided to a citizen on December 14, 2016 at a local fitness facility. Additionally, he presented recognition for providing life saving measures on December 29, 2016 to Shawn Burke for an emergency that occurred at With Performance. The two patients would not have survived if it had not been for the efforts of these citizens.

APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM GRANT FUNDING (TAP) FOR EAST SHERMAN PEDESTRIAN CROSSINGS: Community Planning Director Hilary Anderson explained that this grant would fund three signalized intersections on East Sherman. As part of the East Sherman revitalization project planning, safety came up as a component and these signalized intersections would provide an added measure of safety for pedestrians. In July, they conducted a walking audit along East Sherman with 21 stakeholders. Ms. Anderson presented an example of rectangular rapid flash beacons (RRFB) which are a flashing sign that would be purchased with the grant funds. She proposed the RRFB to be located at 9th, 13th, and 21st Streets, which includes a school crossing at 9th Street. They have found that this increases drivers stopping by 80-90%. The grant request is for \$45,000, which would require a cash match of \$3,300.00.

Councilmember Gookin asked what account the cash match would come from. Ms. Anderson thought that it could be included in fiscal year 2016-2017 budget requests or out of the

professional services line item. Additionally, the City can select the fiscal year to utilize the funds, so if the City wanted to push it out to the following fiscal year they could. Mayor Widmyer noted that TAP grants are noticed as available in April, and then due within 5-6 weeks. Councilmember Miller said she looked at the plans for crosswalks and reviewed the audit, which recommended a high visibility ladder style crosswalk and use of high visibility paint. Ms. Anderson confirmed that they would include that style of crosswalk and would like to include a curb extension as well. Councilmember English expressed that this is a very cost efficient item.

MOTION: Motion by English, seconded by Evans to authorize staff to proceed with the TAP grant request process for the East Sherman Pedestrian Crossing. **Motion carried.**

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

1. Approval of Council Minutes for May 3, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of the Public Works Committee Minutes for the May 9, 2016 Meetings.
4. Setting of General Services and Public Works Committees meetings for May 23, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of a Cemetery Lot transfer from Joyce Barr of lots 229, 230; Block C; Section RIV, Forest Cemetery Annex.
6. **Resolution No. 16-026:** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE, INCLUDING APPROVAL OF S-5-14 – THE TRAILS 1ST ADDITION – APPROVAL OF FINAL PLAT, ACCEPTANCE OF INSTALLED INFRASTRUCTURE, MAINTENANCE / WARRANTY AGREEMENT, AND SECURITY; APPROVAL OF S-35-16 - LINK LANE TOWNHOMES – APPROVAL OF FINAL PLAT, SUBDIVISION AGREEMENT, AND SECURITY; APPROVAL OF AN AGREEMENT WITH THE BUOY, LLC, FOR FOOD CONCESSION AT THE MCEUEN PARK ROTARY HARBOR HOUSE; APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC. FOR DESIGN AND CONSTRUCTION OF THE INTERSECTIONS OF N. MEDINA STREET - IRONWOOD DRIVE AND EMMA AVENUE - US 95; DECLARATION OF SURPLUS EQUIPMENT RELATED TO FIREBOAT 399 AND A 1991 CHEVY SUBURBAN; AND APPROVAL OF BID AWARD AND CONTRACT WITH T. LARIVIERE EQUIPMENT, INC. FOR THE 2016 OPEN TRENCH PROJECT.

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

PUBLIC COMMENTS:

Susan Snedaker, CDA, noted that there was recently an issue regarding the tracking of conditions made by the Planning Commission within Bellerive regarding open space. She feels that conditions on different land use issues provide no consistency and are not recorded so they are not carried forward to new owners or enforced upon existing owners. She provided examples regarding required paving conditions that are never enforced. She believes that if the conditions were recorded as part of the deed/title it would be a way for the City to follow up on conditions.

Pat Kinny owns the food court at 510 Best Avenue. He provided the Council with proposed regulations based on the City of Portland's code as a basis for the City to use. He noted the grey water disposal section of the code, bathrooms, outside seating, etc.

Heather Riviere noted that she owns the Crepe mobile vending, and will be moving over to the Best Avenue food court. She provided written comments earlier. She noted that they are already compliant with Panhandle Health District codes. During their creation phase of the food truck, Panhandle Health District was the only place they could get direction on how to organize their space and seek compliance. She noted that she is pleased that the City is moving forward with clear and specific parameters. She requested that all codes be included in the ordinance so there are no "gotcha" moments to vendors. She is worried about the permits being established by a set time limit and requested information regarding cost.

Corky Myer, Coeur d'Alene, has noticed that the Parks and Recreation donor plaque at McEuen is only partially filled and some days it is clean and some days it is dirty. He suggested that more people would donate if the City put a sign up providing contact information of someone you could contact to donate, as well as contact information for the carousel project.

MAYOR AND COUNCIL COMMENTS:

Councilmember Evans noted that the Arts Commission and Pedestrian Bicycle Committee put together an art in motion brochure showing where art is located so one can walk or cycle to each piece. They are looking for businesses to sponsor brochures. If interested, please contact the city at Sean Holm, Arts Commission Liaison at 676-7401. The Arts Commission has a call to arts out for a piece at the Riverstone Park pond. Additionally, they are working on a call for murals at the Sherman Avenue Square Park and the underpass where the Prairie and Centennial Trails converge. The piece entitled "Under the Rainbow" has been updated with wrapped cables and is much brighter. Currently there is one vacancy on Arts Commission. If interested, please complete the application located on the city web at <http://www.cdavid.org/files/Administration/ArtsCommissionComplete.pdf>.

APPOINTMENTS: **Motion** by McEvers, seconded by Edinger to approve the appointment of Joshua Gore to the Design Review Commission. **Motion carried**

PRESENTATION OF THE PARKING STUDY

Mr. Tymesen noted that this study was an update to a previous study conducted by Rich and Associates and introduced Annaka Norris as the Planner/Project Manager for the study. Ms. Norris noted that their firm specializes in parking and that the previous study was done in 2007-2008. She noted that they like to see a City in control of 50% of the parking in a downtown area and the City of Coeur d'Alene is in control of 41%. They reviewed the current parking demand on a block-by-block basis, based on building inventory and on-street and off-street parking. The current demand for the overall study area indicated a surplus of 452 spaces. She explained that they focused on the core business area, where they determined that people are not going to walk to the City Hall parking but will walk to the McEuen parking area. So, as they looked the core business area, they found a deficit of 221 spaces. They based the study and conducted the review of the specific area referred to as the core area. She noted that special events are a different use and people are willing to walk much further during those events. They provided recommendations on how to deal with current and future issues. Recommendations included marketing to let people know where to park, and education, which can be as simple as a brochure. Ms. Norris encouraged the City to create a special event-parking plan, including the use of sandwich board signs, flyers and parking ambassadors. Parking signs are another key component to parking, such as directional/location signage; wayfinding; informational, and directions for use of pay stations. She specifically noted that recommendations for the McEuen lot include installation of five additional pay stations, and consideration to converting pay stations to pay-by-license plate, and converting parking enforcements to license plate recognition, and encouraged permits be available for purchase online by license plate. The pay by license plate and credit card provides an option to give text alerts if cell phone numbers are entered at the pay stations. Ms. Norris noted that our machines could be upgraded to add this option for cell phone notifications. She recommended having ambassadors utilized for the first two to three weeks of the implementation of a new parking system. Additional recommendations included the discouragement of private parking lots in the downtown area and the increase of parking enforcement to two part-time persons, and three during the peak season. She encouraged parking enforcement to follow multiple routes at multiple times and the use of hand held equipment to their full capacity and utilizing license plate numbers that will provide the tracking of shuffling, repeat offenders, etc. The finding included a recommendation to increase the fine schedule to include some courtesy tickets options. An additional suggestion is to create a method of funding the maintenance fund at \$25/space. New Parking suggestions include a parking structure, which would be an economic development tool to encourage development.

Councilmember McEvers asked how they would recommend management of boat launch parking on a computer. She noted that the one she has seen used the same system as the City of Coeur d'Alene has but had them in a different color so they stood out. Councilmember McEvers as what the experts think about enforcement ending at 6:00 p.m. Ms. Norris noted that in other towns enforcement extends later due to restaurant uses, so pushing it to 7:00 p.m. might discourage employee parking. Councilmember English commented that he is a consumer and on the Parking Commission, so when he looks at the map and see the red areas (demonstrating a parking deficit) are only a block or two from the McEuen parking facility, he believes the hassle factor and not enough machines, along with having to walk it back to their vehicle might be

discouraging the use of the McEuen facility. Mayor Widmyer noted that there is a current deficit in the core area and the only option to increase 221 spaces is to add decks to existing lots or tear down existing buildings for parking. Ms. Norris noted that the creation of a walkable area without surface lots benefits everyone, and are prime development locations. The way to bring parking into City control would be a structured parking facility that would satisfy development needs. Ms. Norris reviewed shared use parking throughout the downtown and noted that they are an important step. Councilmember Miller felt that the City would benefit from the use of entering license plates and use of the handhelds and asked if the Diamond managed parking lots were included in the study. Ms. Norris clarified that the privately owned lots managed by Diamond are not included in city controlled parking counts, as they can be sold and close at any time. Councilmember English noted that he attended the stakeholder meetings, and said that employee shuttles did not come up so he wondered if we have the population to support it. Ms. Norris explained that shuttle services have not worked very well as seen throughout the states and provided several examples of systems established but never used. Mayor Widmyer asked Ms. Norris which recommendation she would recommend the City focus on first. Ms. Norris recommended signage, but felt it might be tied with changes in the parking meters.

DISCUSSION REGARDING MOBILE VENDOR CODE PROPOSAL

STAFF REPORT: Municipal Services Director Renata McLeod reviewed the history of the two years that staff has been researching mobile vendor codes. She noted that they have had stakeholders meetings and have provided e-mail updates seeking input throughout the process. Ms. McLeod explained the five categories of permitting proposed to be as follows:

- Class A: Permanent Mobile– a moveable unit, not permanently mounted on a foundation, but placed for more than 180 days at one location;
- Class B: Temporary Mobile Food/Beverage Concession - 180 days or less in one location, can move to another location under new permit throughout the year;
- Class C: Mobile Food Concession– no more than 15 minutes at any location;
- Class D: Temporary Mobile, Non-food Concessions– Sale of goods/services/other than food/beverage less than 180 days within calendar year; must be on commercial property;
- Class E: Special Event Concessions - No more than 3 consecutive days at one location, not more than 20 days in a calendar year.

Ms. McLeod reiterated that the City has been providing updates to the stakeholders as they become available and felt that it was important to get direction from the City Council before moving further along in code development.

DISCUSSION: Councilmember Edinger asked if there was a rush to complete this code. Ms. McLeod noted that there is not a rush; however, there are public safety concerns from staff that should be addressed sooner rather than later. Councilmember McEvers asked for clarification regarding change of use. Community Planning Director Hilary Anderson explained that the property owner generally initiates a change of use discussion with the City as they are seeking out what codes apply to their new use. She noted that there would be a complementary project review held on Thursday for a food court proposal for property located on Best Avenue. Councilmember McEvers asked if there would be any room for flexing codes to make the food court work. Ms. Anderson noted that there might be some planning-related codes that could flex; however, there will

be other departments, such as fire, that will not be able to flex their codes. Mayor Widmyer noted that the code should be fair and cover health and safety concerns. Ms. McLeod noted that staff sent out the draft code to 24 vendors and received six responses back; including one comment from the Spokane Food Truck Association stating that the code was awesome and they thanked the City. She noted that staff was looking for direction on seating, fencing, hours of operation, and Council's comfort level of movement of 500'. Councilmember Gookin stated that he believes that the code should be for food courts and not mobile vendors as the code tries to cover both, such as a site plan requirements being provided by a mobile vendor, which should really be required from the food court/property owner. He suggested that staff separate the code between those two categories. Fire Inspector Craig Etherton noted that the concept of the food courts has begun to build after staff started this process. Staff considered that mobile vendors can move; however, there are vendors that have been at their location for years, taking up permanent residence. Staff discussed how are they different from a latte stand that has been required to come in for a project review and meet current permanent use codes. He reiterated that they are not trying to push business out, but they do not fit within building and fire codes. Staff is trying to create a code to cover where current codes are lacking. Councilmember Edinger asked if the Fire Department does any current inspections. Inspector Etherton noted that they only inspect the vendors at special events. Councilmember Edinger asked if there would be a fee. Ms. McLeod noted that the fee would be set based on staff time involved, would cover those costs, and be an annual permit. She noted that current codes are available for permanent commercial uses such as a food court and it is a separate code. Staff will know more specifically what code development is needed for food courts after Thursday's meeting. Additionally, she clarified that staff needs to know if they are moving in the right direction.

Councilmember Edinger asked if there would be any harm if they tabled this item to the next Council meeting, to give time to staff to gather information from Thursday's meeting and report back to Council. Councilmember Miller wanted staff to look at the 180-day allowance and suggested that it should be a shorter period. She noted that if they are mobile, they should move sooner and if they are a food court they should be treated as permanent. Councilmember Gookin noted that the biggest issue at the stakeholder meeting was the 180-day constraint and he did not think the timeframe of the use was important. Staff has stated that the permanent use should be paying the sewer cap fees. If they are within the food court, the property owner would be responsible for the fees and it would not matter how long the mobile units are there. Councilmember Gookin felt that the City should not make the vendors responsible for improvements to the property, and suggested this could possibly be regulated through a special use permit. Ms. McLeod reiterated that there is no current code that allows the Fire Department to inspect the temporary mobile units. This means there may still be a need to have a code that provides staff tools for those areas currently lacking in code. Mr. Etherton provided an example of a mobile vendor that had a mobile unit custom built with a fryer unit; however, no one explained the need for a commercial hood and there was no code for him to require it, leaving an unsafe environment. He reiterated that he would like to have a code available to help provide direction to those calling in seeking our regulations. Councilmember McEvers said that he thinks that there are two different items trying to be regulated and that the property owner, through a mobile food court, should be regulated and possibly look at it as a zone in itself. Councilmember Gookin suggested there be several levels for a food court so that a court with one vendor could be simple compared to one with five vendors.

MOTION: Motion by Edinger, seconded by McEvers to bring this item back to the next Council meeting with additional information regarding food courts. **Motion carried** with Gookin voting no.

RECESS: The Mayor called for a 5-minute recess at 8:38 p.m. The meeting resumed at 8:49 p.m.

**Council Bill No. 16-1010
Ordinance 3538**

AN ORDINANCE REPEALING SECTION 13.12.010 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ENTITLED "PRIVIES; RESTRICTIONS;" ADDING A NEW SECTION 13.12.010 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ENTITLED "PORTABLE TOILETS; REGULATIONS;" PROVIDING REGULATIONS FOR THE LOCATION AND MAINTENANCE OF PORTABLE TOILETS; REQUIRING A PERMIT FOR THE USE AND PLACEMENT OF PORTABLE TOILETS, AND EXCEPTIONS TO THE PERMIT REQUIREMENT; PROVIDING DEFINITIONS OF RELEVANT TERMS; PROVIDING STANDARDS FOR THE LOCATION, ORIENTATION, AND SCREENING OF PORTABLE TOILETS; DECLARING PORTABLE TOILETS PLACED, USED, OR MAINTAINED IN VIOLATION OF THE PROVISIONS OF THE ORDINANCE TO BE A PUBLIC NUISANCE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

STAFF REPORT: Ms. Anderson noted that this item was discussed with Council in January and March with a public hearing at the Planning Commission in April. The proposed code is intended to preserve and protect the health, safety, and general welfare of persons and property within the City. She clarified permits would not be required for community uses, special events/private functions, construction projects and public use on public property. Permits would be required for commercial seasonal use (less than 180 days), and Ms. Anderson reviewed the application information required. There would be setbacks and porta potties would not be located within swales, and orientation away from residential areas and screening would be required.

DISCUSSION: Councilmember Gookin asked for clarity regarding use at public transit sites. Ms. Anderson noted that the intent was for the Riverstone site; however, the City could approve other transit sites. Councilmember McEvers asked if this would allow for permanent portable toilets. Ms. Anderson clarified that the maximum number of days the code allows on a site is 180 days and the exemptions, such as city parks, would be able to use it year round. Councilmember Gookin said that he does not think the use is classy, and when there is a restroom available, people would choose the restroom. Mayor Widmyer noted that he considers the season for Coeur d'Alene to be 90 days, and thinks the code should be shorter than 180 days. Councilmember McEvers felt that 180 days gives more wiggle room for the use. Councilmember Gookin felt that they should not have porta potties in downtown and asked if screening would be required at the beer garden. Ms. Anderson confirmed that porta potties

would have to be screened for all uses. Councilmember English felt that 180 days is two seasons and would recommend 120 days. Councilmember Miller agreed that 120 days was better than 180 days. Ms. Anderson reminded them that the permit would need to be approved by the City, so the City does have the option to deny permits. Councilmember Edinger agrees with Councilmember Gookin that he does not believe porta potties fit in Coeur d'Alene and should be limited to 90 days.

Motion by Edinger to amend the code to allow for 90 day rather than 180 days, died for lack of a second.

MOTION: Motion by Miller, seconded by English, to amend the code to allow for 120 day rather than 180 days.

DISCUSSION: Councilmember Gookin explained that he will oppose this code and does not like that the City exempts themselves from the code. Councilmember McEvers expressed that he would not vote for amendment, as he does not believe 120 days is not long enough. Councilmember Edinger asked how this code would affect vendors. Ms. Anderson explained that that the vendors would be allow apply for a porta potties permit and be regulated to 120 days.

ROLL CALL: English Aye; Edinger No; Miller Aye; McEvers No; Gookin No; Evans Aye. Motion carried with the Mayor voting in the affirmative.

MOTION: Motion by Evans, seconded by Miller, to pass the first reading of Council Bill No. 16-1010.

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

MOTION: Motion by McEvers, seconded by Gookin, to suspend the rules and to adopt **Council Bill 16-1010** by its having had one reading by title only.

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

(QUASI-JUDICIAL HEARING) ZC-1-16: PROPOSED ZONE CHANGE FROM MH-8 TO R-12, 3045 N. FRUITLAND LANE, APPLICANT: GT, LLC.

STAFF REPORT: Planner Mike Behary explained that the applicant has requested a zone change from Mobile Home at 8 units per acre to Residential at 12 units per acre. The property is a portion of a parcel fronting 3045 Fruitland Lane and is approximately .91 acres. He provided maps depicting the location of the property, surrounding zoning and land uses. The findings needed tonight include the following: that this proposal is or is not in conformance with the comprehensive plan policies; that the public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site do or do not make it suitable for the request at this time; and that the proposal would or would not adversely affect the

surrounding neighborhood with regard to traffic, neighborhood character and or existing land use. Mr. Behary reviewed the applicable Comprehensive Plan sections and staff input regarding the finding categories.

DISCUSSION: Councilmember Gookin asked if there were any concern with a residential zone being near the commercial zone. Mr. Behary noted there is some buffering of residential between the commercial zone.

Mayor Widmyer called for public comments and the Clerk conducted the oath for each of those testifying.

APPLICANT: Drew Ditman, noted that he is representing the applicant. He noted that the site is approximately one acre and is located a couple blocks north of Neider Avenue on Fruitland Lane. He applicant would like to do a pocket house project at that site. He noted that they received unanimous approval by the Planning Commission.

Public testimony was closed.

MOTION: Motion by McEvers, seconded by Edinger to approve ZC-1-16: Proposed Zone Change from MH-8 to R-12, 3045 N. Fruitland Lane, Applicant GT, LLC, and to make the necessary Findings and Order.

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

(LEGISLATIVE HEARING) INTENT TO EXCHANGE REAL PROPERTY AND SET A MINIMUM VALUE FOR PROPERTY LOCATED AT 201 HARRISON AVENUE WITH LAND ABUTTING ATLAS AVENUE

STAFF REPORT: Finance Director Troy Tymesen explained that this hearing is required under Idaho code. He noted that the old library is the parcel of land that is being proposed to trade with land abutting Atlas Avenue. At a February 2, 2016 Council workshop the Council deemed the property located at 201 Harrison Avenue as surplus and directed staff to move forward with the land trade of the property. St. Vincent de Paul has acquired land on Atlas Road, which is needed for the development of Fire Station No. 4. The price for the land trade was negotiated at an appraised value of \$525,000.

DISCUSSION: Councilmember McEvers asked for clarification regarding the value of the Harrison Avenue property at \$525,000 and the value of land on Atlas Road. Mr. Tymesen clarified that the cash plus the Atlas property land value would equal \$525,000. Councilmember Gookin asked if the City was required to do an appraisal of the lot along Atlas Road. Mr. Tymesen stated that they were not and that the rate paid was less than the going price for that property. Mayor Widmyer noted that the bottom line is the City is getting the appraised value for the H.E.L.P Center.

Mayor Widmyer called for public comments with none being heard. Public testimony was closed.

RESOLUTION NO. 16-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN EXCHANGE OF REAL PROPERTY WITH ST. VINCENT DE PAUL SALVAGE BUREAU, INC., D/B/A ST. VINCENT DE PAUL NORTH IDAHO, OF CITY PROPERTY LOCATED AT 201 E. HARRISON AVENUE FOR CERTAIN REAL PROPERTY OWNED BY ST. VINCENT DE PAUL SALVAGE BUREAU, INC., D/B/A ST. VINCENT DE PAUL NORTH IDAHO SITUATED IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, STATE OF IDAHO.

MOTION: Motion by Miller, seconded by McEvers to approve the **Resolution No. 16-027**, approving a Land Exchange Agreement for the exchange of real property located at 201 Harrison Avenue with land abutting Atlas Avenue with St. Vince De Paul Salvage Bureau, Inc. DBA St. Vincent de Paul North Idaho.

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

RECESS: Motion by Edinger, seconded by McEvers to recess to Thursday, May 19, 2016 8:00 a.m. in the Old City Council Chambers located within City Hall at 710 E. Mullan Avenue, for a Fiscal Year 2016-2017 Annual Appropriation Budget Workshop. **Motion carried.**

The meeting adjourned at 9:42 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

**MINUTES OF A CONTINUED MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD IN THE OLD COUNCIL CHAMBERS, CITY HALL
710 E. Mullan Avenue, Coeur d'Alene**

May 19, 2016

The Mayor and Council of the City of Coeur d'Alene met in a continued session of said Council in the Council Chambers on May 19, 2016, at 8:00 a.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

CITY COUNCIL MEMBERS PRESENT:

Loren Ron Edinger, Woody McEvers, Kiki Miller (arrived at 8:10 a.m.), Dan Gookin, Daniel English (arrived at 9:27 a.m.), Amy Evans (via telephone conference)

STAFF PRESENT: Melissa Tosi, Human Resource Director; Gordon Dobler, Engineering Services Director; Steve Childers, Police Captain; Dave Hagar, Police Captain; Troy Tymesen, Finance Director; Terry Pickel, Water Superintendent; Mike Gridley, City Attorney; Tim Martin, Street Superintendent; Jim Hammond, City Administrator; Sid Fredrickson, Wastewater Superintendent; Bill Greenwood, Parks & Recreation Director; Kenny Gabriel, Fire Chief; Hilary Anderson, Community Planning Director; Bette Ammon, Library Director; Ed Wagner, Building Services Director; Kyle Marine, Assistant Water Superintendent; Tom Greif, Division Fire Chief; Renata McLeod, Municipal Services Director

GUEST: Pat McGaughey, CPF, IOM with Activating People.Com

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

**APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM
GRANT FUNDING (TAP) FOR THE RIVER TRAIL**

Bill Greenwood, Parks & Recreation Director, presented a request for council authorization to pursue Transportation Alternative Projects (TAP) Funding for construction of the River Trail. The River Trail would begin in Riverstone, with a connector to the Prairie Trail, along the railroad right-of-way, and would skip the Grand Mill area by the Mill River Park and pick up again on River Way and continue on to Huetter. Mr. Green indicated that they may have to do some striping on the roadway to connect with Seltice Way project.

Mr. Greenwood said this section of the trail would cost \$146,000 and would include a parking lot for a cost of \$183,000. The total cost of the project is \$691,000 -- TAP funds to be used are \$484,000 and the City's match is \$207,000, which would come out of the City's General Fund balance.

Mayor Widmyer explained that the request was being brought forward at this time because the application needs to be submitted by June 1st. The request is for authorization to submit the application, not for approval of the city's portion of the funding. If the grant is awarded, Mr. Greenwood would bring a request back to the council for funding of the project. Mr. Greenwood said they are hoping for funding in 2017 and construction in 2018.

Councilmember Gookin asked if the trail was included in the BLM/4 Corners Master Plan. Mr. Greenwood said that it wasn't, but when the railroad right-of-way was purchased, the plan all along was to create a trail system. Details would still need to be worked out.

Councilmember Gookin asked if the trail would interfere with railroad access. City Attorney Mike Gridley said that as long as the railroad is there, the City would need to provide a corridor of 18 feet and would have to put up a fence.

MOTION by Gookin, seconded by Edinger, to authorize staff to proceed with the TAP grant request process for the River Trail project.

Motion carried.

STRATEGIC BUDGET PLANNING

Pat McGaughey, CPF, IOM, with Activating People.Com facilitated a strategic planning discussion with the council members and Executive Team.

Mr. McGaughey led a discussion of goals and issues of importance to the Executive Team and council, including community engagement, software, measuring success, continuous improvement, internal engagement and trust between council and staff, tracking, and CDA 2030 priorities. The discussion included a review of what each department is doing well and some of the things that each department does that the public might not be aware of.

Councilmember Evans left the meeting at 10:44 a.m.

The Executive team discussed anticipated major changes to their Fiscal Year 2016-17 budgets, including changes to their services & supplies budgets and the addition of personnel. Major items discussed included Fire Station 4 and staffing; capital improvements to the Wastewater Treatment plant (Enterprise Fund); an additional 9 FTE's in the Police Department, plus equipment for the additional officers; the City Hall

remodel; a new Permit Technician in the Building Department and vehicles; live streaming for City Council meetings; new cameras for the CDATV Studio; an IT Network Analysis specialist for the Police Department; a part-time CDBG grants administrator /part-time administrative assistant; a new water storage tank in the NE Quadrant; and a new Classification and Compensation Study.

Councilmember Gookin noted that he would like to see Rosenberry Drive done and parking improved as part of the Flood Works project. Mr. Dobler said that Rosenberry Drive is not critical to the certification process and was not completed due to budget constraints, but he will look into it.

The council and Executive Team next discussed impediments to providing excellent service.

ADJOURNMENT: Motion by Gookin, seconded by Edinger that, there being no further business, this meeting is adjourned. Motion carried.

The meeting adjourned at 12:02 p.m..

Steve Widmyer, Mayor

ATTEST:

Amy C. Ferguson
Deputy City Clerk

May 23, 2016
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Kiki Miller
Council Member Amy Evans

CITIZENS

STAFF

Juanita Knight, Senior Legal Assistant
Melissa Tosi, Human Resources Director
Dennis Grant, Engineering
Renata McLeod, Municipal Services Director
Randy Adams, Deputy City Attorney
Hilary Anderson, Planning Director
Troy Tymesen, Finance Director
Tim Martin, Streets Superintendent

Item 1. Approval of Amendments to City's Classification and Compensation Plan.
(Resolution No. 16-029)

Melissa Tosi, Human Resource Director, explained in her staff report that the Library IT Coordinator position has evolved over the years with the increased demands of the larger Library. The IT Coordinators responsibility has shifted from a variety of clerical duties to technical duties related to the development, operation and maintenance of library equipment and software. The position also focuses on coordinating software and hardware updates for the Library which is common for a technician. This original job description was drafted when the IT Coordinator was only responsible for six (6) computers. At the current Library and based on the amount of services provided, the position is responsible for fifty (50) computers.

In December 2015, the position of Administrative Support Specialist II was vacated in the Planning Department. Due to the vacant position, it gave our Community Planning Director an opportunity to re-evaluate the needs of the Planning Department. The most needed area of assistance is in the review and processing of residential building permits. The Planning Technician position will be less clerical and more planning specific. The position will review building permit applications for compliance and zoning standards, review legal descriptions, conduct research and analyze data, assist customers with basic planning and zoning questions and help with special projects.

Mrs. Tosi said the proposed Personnel Rule amendments will be posted a minimum of ten (10) consecutive days before the City Council meeting. Additionally, BDPA reviewed both positions and recommends the Planning Technician be placed at a pay grade 9 and the Library IT Coordinator be increased from a pay grade 8 to a pay grade 9.

Mrs. Tosi added that the Planning Department will be able to absorb the 6% increase in leveling for fiscal year 2015-2016 due to wage savings of the Administrative Support Specialist II position being vacated since December 2015. The reclassification (6% increase) of the IT Coordination position will also be absorbed in the current fiscal year's budget due to wage savings from other Library positions remaining vacant.

Council Member Miller asked when the IT Coordinator position will take effect. Mrs. Tosi said after it is approved by Council.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution NO. 16-029 authorizing the Classification and Compensation Plan amendments as presented. Motion Carried.

Item 2. V-16-3 Vacation of the 20' Public Sewer Easement in the Crossroads Subdivision.
(CB 16-1012)

Dennis Grant, Engineering Project Coordinator, is requesting the vacation of a portion of a 20' public sewer easement located in Lot G of Block 1 of the Crossroads Subdivision. Mr. Grant noted in his staff report that the public sewer easement on the subject property was originally installed with the Zanetti Subdivision in 2009 and then kept in place on the Crossroads Subdivision in 2013. The sewer main has been relocated and is no longer in the existing easement.

MOTION: by Miller, seconded by Evans, to recommend that Council proceed with the vacation process for a portion of a 20' public sewer easement located in Lot G of Block 1 of the Crossroads Subdivision, as outline in Idaho Code Section 50-1306, and set a public hearing for June 7, 2016. Motion Carried.

Item 3. Approval of Community Development Block Grant (CDBG) Allocation via Subrecipient
Agreements to St. Vincent de Paul and The Boys and Girls Club.
(Resolution No. 16-028)

Renata McLeod, Municipal Services Director, is asking Council to authorize two items (1) a Subrecipient Agreement with St. Vincent de Paul in the amount totaling \$350,000 for the purchase of the H.E.L.P Center located at 201 E. Harrison Avenue, (2) a Subrecipient Agreement with the Boys and Girls Club in the amount of \$37,000 for the engineering and architectural costs toward their Coeur d'Alene facility.

Mrs. McLeod explained in her staff report that on February 16, 2016 the City held a public hearing to amend the CDBG Plan Year 2014/2015 block grant allocations. Within that amendment Council approved the award of funds to St. Vincent de Paul in the amount of \$162,840.00 from Plan Year 2015 and \$187,160 from Plan Year 2016 totaling \$350,000 toward the purchase of the H.E.L.P. Center located at 201 Harrison Avenue. Additionally, an award of funds from Plan Year 2014 in the amount of \$37,000 to the Boys and Girls Club for engineering and architectural costs for their Coeur d'Alene facility. Please note it is staffs intent to propose the allocation within Plan Year 2017 to the Boys and Girls Club for an additional \$83,000 for a total grant allocation of \$120,000.

Council Member Miller asked for clarification on how the funds get allocated. Mrs. McLeod said the funds are allocated annually and those are funds provided by HUD directly to the City. The budget is set up through action plans for each year, adopted by the Council after a thirty day public comment period. There was a substantial amendment that allowed for the use of prior year funding. The funds for 2017 have not yet been allocated.

Council Member Miller asked for clarification of the application and awards process documentation. Mrs. McLeod said they have a formal and informal process that is allowable by HUD. Approximately rvery 2 years we go out for a formal application requirement. For the 2015 community grants funds, the entity awarded

those funds were no longer eligible to use the money as they changed their plans from what they submitted in their grant application. Then, those funds were award through an informal process.

Council Member Miller asked how funding can be allocated for 2017. Mrs. McLeod said in 2017 staff will come forward with an action plan and that will set up the budget. At that time they will include the Boys and Girls club allocation and host a public workshop to take input. Any remainder funds will be allocated for competitive community grant opportunities.

Council Member Miller asked how the informal process works. Mrs. McLeod said an entity may contact the City directly, City staff may know of a need, or a Council Member can come forward with a need. Each substantial request will always come forward through a formal process of a public hearing and before Council for approval. Council always has the authority to say what they want fund allocated to.

Council Member Miller asked if the funding cannot be used for new construction, how is it being used for the Boys and Girls Club. Mrs. McLeod said it is being used for planning and for infrastructure, just not brick and mortar construction.

Council Member Miller asked how people find out about these funds. Mrs. McLeod said they do outreach as much as they can, they go to the Region I Homeless Coalition meetings, the City's website, etc. For the two-year formal process they put a notice in the paper, send out emails to a group of about 97 people, etc.

Council Member Evans asked if the Boys and Girls club will put in an application for the additional funding in 2017. Mrs. McLeod said that was not the intent at this time. When this request came forward to Council through the substantial amendment, staff made it clear that was the intent for the Boys and Girls Club and staff did not hear any feedback to do it otherwise. So, this will be proposed in the action plan. If, at that time, Council directs staff to do it another way, it can be done.

Council Member Evans asked if other agencies could ask for funding in 2017 without an application. Mrs. McLeod confirmed that the informal process is always available, but whether or not there is funding available is another issue.

Council Member Miller asked if funding can be used for City projects. Mrs. McLeod said yes, it could; however, it has to be a direct benefit to LMI (low to moderate income). However, the requirements would be very strict.

Council Member Edinger asked if anyone else has asked for funding. Mrs. McLeod said not out of prior plan years but for 2016 we have a request from Lake City Center and it is programmed in the action plan. Staff will be coming back with an agreement with Lake City Center at a later day.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 16-028 authorizing Subrecipient Agreements with St. Vincent de Paul for the purchase of the HELP Center located at 201 E. Harrison Avenue and authorizing a Subrecipient Agreement with the Boys and Girls Club for the engineering and architectural costs towards their Coeur d'Alene facility. Motion Carried.

Item 4. Approval of Agreement with Syringa property Management for Management of 106 Homestead Avenue.
(Resolution No. 16-028)

Mrs. McLeod is asking Council to ratify a Property Management Agreement with Syringa Property Management, Inc. for units located at 106 Homestead Avenue and termination of a Lease Agreement with St. Vincent de Paul of North Idaho previously authorized by Resolution No. 11-017.

Mrs. McLeod explained in her staff report that at the February 15, 2011 City Council meeting the City Council authorized staff to complete a land acquisition of existing Low Income Housing Tax Credit (LIHTC) units located 106 Homestead Avenue based on the goal outlined in the 2006 Housing Needs Assessment to support affordable housing. In collaboration with St. Vincent de Paul it was thought that management of the 7-unit adjacent to their HUD 811 development would be reasonable. At this time St. Vincent de Paul has requested termination of the Lease and provided a thirty day notice to end the management of the property, as it did not work within their resources to manage the LIHTC property. Since this property is a LIHTC, Idaho Housing and Finance Association serves as the regulatory agency and provided a list of authorized property managers that the City can contract with, which have experience with LIHTC. Since this was a tight timeline to bring on an additional property manager and seek quotes from three entities, the City had to enter into an agreement with Syringa Property Management prior to the June 7, 2016 Council meeting. Syringa provided a great proposal and will be able to provide the City with approximately \$15,000 a year in revenue, while continuing to meet the affordable housing goal and LIHTC regulations. Additionally, this provided an opportunity to include preference points for victims of domestic violence that are referred by Safe Passage.

Council Member Miller said she used to seeing this type of lease based on a percentage of the rental income but it looks like this is a flat monthly rate. Mrs. McLeod said there is a section that talks about setting up a maintenance fund. Under that section it refers to the revenue payments back to the City. Once the maintenance fund is set up and established (which may take a couple of years to establish), any income above that will come to the City.

Council Member Miller said she is concerned with the City entering into another lease that does not allow us to capitalize on the property. She voiced concern with language regarding Syringa staff being allowed to live on site. She asked staff to take a closer look at the revenue language to ensure the lease is fair to the occupant, Syringa Property Management, as well as the City. Mrs. McLeod said she can work on some clarifying language.

Council Member Miller feels that the financial analysis might need a closer look before this lease is approved.

Mrs. McLeod reminded the Council that this is a ratification request. Because they had to have a property manager in line with IHFA, the city had to enter into this agreement and have a manager established by May 21, 2016. However, an amendment to the lease could be made, if needed.

Council Member Miller asked that, at the least, staff should look at this lease when the renewal is up to evaluate how things are going.

CONDITION OF APPROVAL: Council Member Miller asked that at the first renewal of this lease, staff review for revenue stream back, current rates, and operating procedures.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 16-028 ratifying a Property Management Agreement with Syringa Property Management, Inc. for units located at 106 Homestead Avenue and authorize the termination of a Lease Agreement with St. Vincent de Paul of North Idaho, previously authorized by Resolution No. 11-017, with the CONDITION that at the first renewal, staff take a look at the revenue stream back, current rates, and operating procedures. Motion Carried.

The meeting adjourned at 1:45 p.m.

Respectfully submitted,

[Juanita Knight](#)
Recording Secretary

DATE: JUNE 7, 2016
TO: MAYOR AND CITY COUNCIL
FROM: RENATA MCLEOD, CITY CLERK
RE: SETTING OF PUBLIC HEARING DATE: JUNE 21, 2016

I am requesting the City Council set a public hearing for the Council meeting scheduled June 21, 2016, to hear public testimony regarding fee increases related to Garbage rates and establishing a new fee for a portable toilet permit.

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237

(Office Use Only) Amt Pd 250 - (300)
Rec No 1025191
Date 05-25-16
Date to City Council: _____
Reg No. _____
License No. _____
Rv _____

#50 to next year (credit)

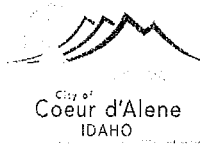
Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	Sushi I
Business Mailing Address	4314 S. Regal St.
City, State, Zip	Spokane, WA 99223.
Business Physical Address	2284 N. Old Mill
City, State, Zip	Coeur D'Alene, ID, 83814
Business Contact	Business Telephone: (509) 590-8962 Fax: Email address: eunjun76@yahoo.com
License Applicant	
If Corporation, partnership, LLC etc. List all members/officers	Jinwoo Shin

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually



City of Coeur d'Alene Municipal Services
710 East Mullan Ave Coeur d Alene ID 83814
Ph and Fax 208.769.2229 kathylew@cdaid.org

[Office Use Only]	
Amt Pd	400.00 - 5/26/16
Rec No	1025446
Date	6/10/16
Date to City Council:	
Lic No.	
Date Issued	

Date that you would like to begin alcohol service 6/18/2016

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
Check one box below		
<input type="checkbox"/>	Transfer of ownership of a City license from _____ to _____ with current year paid For fee add the following : Beer-to go only \$6.25 Beer- Can, Bottled Consumed on premise \$12.50 Beer- Draft, can, bottled consumed on premise \$25 Wine additional \$25 Liquor additional \$25	Total \$
<input checked="" type="checkbox"/>	New Application <i>(Harbor House)</i>	

Name of Applicant	
Name of business where alcohol will be served	The Buoy, LLC
Business Physical Address	420 E. Front Street
Business Mailing Address	P.O. Box 1478, Coeur d'Alene, ID 83814
Business Contact	Business Telephone : 208-758-1225 or 661-8465 Fax: Email address: essexprescott@gmail.com
If Corporation, partnership, LLC etc. List all members/officers	Essex Prescott, Managing Member Corey Schneider, Managing Member Gared Schneider, Managing Member

RESOLUTION NO. 16-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE FOLLOWING DESCRIBED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE: ACCEPTANCE OF IMPROVEMENTS, AND APPROVAL OF MAINTENANCE/WARRANTY AGREEMENT AND SECURITY FOR LAKE FOREST WEST 1ST AND 2ND ADDITIONS (S-1-14.M); APPROVAL OF A SUBRECIPIENT AGREEMENT WITH ST. VINCENT DE PAUL FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATIONS FOR THE PURCHASE OF THE H.E.L.P. CENTER; APPROVAL OF SUBRECIPIENT AGREEMENT WITH THE BOYS AND GIRLS CLUB FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION FOR ARCHITECT AND ENGINEERING COSTS; AND RATIFICATION OF AGREEMENT WITH SYRINGA PROPERTY MANAGEMENT FOR MANAGEMENT OF 106 HOMESTEAD AND TERMINATION OF A LEASE AGREEMENT WITH ST. VINCENT DE PAUL OF NORTH IDAHO FOR 106 HOMESTEAD AVENUE, COEUR D'ALENE, IDAHO, PREVIOUSLY AUTHORIZED BY RESOLUTION NO. 11-017.

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

- A) Acceptance of Improvements, and Approval of Maintenance/Warranty Agreement and Security for Lake Forest West 1st and 2nd Additions (S-1-14.m);
- B) Approval of a Subrecipient Agreement with St. Vincent de Paul for Community development Block Grant (CDBG) Allocations for the purchase of the H.E.L.P. Center;
- C) Approval of Subrecipient Agreement with the Boys and Girls Club for a Community Development Block Grant (CDBG) Allocation for architect and engineering costs;
- D) Ratification of Agreement with Syringa Property Management for Management of 106 Homestead and termination of a lease agreement with St. Vincent de Paul of North Idaho for 106 Homestead Avenue, Coeur d'Alene, Idaho, previously authorized by Resolution No. 11-017;

AND;

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

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or 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 or other actions so long as the substantive provisions of the agreements or 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 actions on behalf of the City.

DATED this 7th day of June, 2016.

Steve Widmyer, 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 MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: June 7, 2016
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Lake Forest West 1st Addition & Lake Forest West 2nd Addition: Acceptance of Improvements, Maintenance/Warranty Agreement & Security Approval

DECISION POINT

Staff is requesting the following:

1. Council acceptance of the installed public infrastructure, and, approval of the furnished subdivision Maintenance/Warranty agreement and security for Lake Forest West 1st Addition.
2. Council acceptance of the installed public infrastructure, and, approval of the furnished subdivision Maintenance/Warranty agreement and security for Lake Forest West 2nd Addition.

HISTORY

- a. Applicant: Del Kerr
Lake Forest, LLC
975 W. Honeysuckle
Hayden, ID 83835
- b. Location: East of Ramsey Road, between Canfield and Hanley Avenues.
- c. Previous Action:
 1. Final plat approval, Lake Forest West – July 2014.
 2. Final plat approval, Lake Forest West 1st Addition – September 2015.
 3. Final plat approval, Lake Forest West 2nd Addition – January 2016.

FINANCIAL ANALYSIS

The developer has installed the required infrastructure for both noted phases of the development, and, is providing the Maintenance/Warranty agreement and security (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval. The amount of the security provided is \$41,845.00 for the 1st Addition, and, \$60,307.00 for the 2nd Addition.

PERFORMANCE ANALYSIS

The developer has installed the required public infrastructure, and the responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for these phases of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on June 7, 2017 for both of the noted phases.

DECISION POINT RECOMMENDATION

1. Accept the installed public infrastructure in both the Lake Forest West 1st & 2nd Additions.
2. Approve the subdivision Maintenance/Warranty Agreements and security for both the Lake Forest West 1st & 2nd Additions.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK
Lake Forest West 1st Addition Subdivision

THIS AGREEMENT made this ____ day of June, 2016 between Lake Forest, LLC, with Delbert L. Kerr, Member, whose address is Lake Forest, LLC, 975 W. Honeysuckle, Hayden, ID, 83835, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has previously approved the final subdivision plat of Lake Forest West 1st Addition, a thirty five (35) lot, residential development in Coeur d'Alene, situated in the west ½ of the southwest quarter Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Lake Forest West 1st Addition - Construction Drawings, dated June 10, 2015, signed and stamped by Drew C. Dittman, PE, # 11138, whose address is Lake City Engineering, Inc., 3909 N. Schreiber Way, Suite #4, Coeur d'Alene, ID 83815, including but not limited to: sanitary sewer main line and lateral services, potable water main line and lateral services, stormwater drainage swales, drywells and appurtenances, concrete curb, concrete sidewalk w/ pedestrian ramps and detectable warning panels, asphalt pavement and base structure, street signage, and, street lighting , as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith has provided security with the City, in the amount of Forty One Thousand Eight Hundred Forty Five and 00/100 Dollars (\$41,845.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 7th day of June, 2017. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

City of Coeur d'Alene

Lake Forest, LLC

Steve Widmyer, Mayor

Delbert L. Kerr, Member

ATTEST

Renata McLeod, City Clerk

Maintenance/Warranty Agr. re: Res.# 16-_____

PROJECT: Lake Forest West 1st Addition (34 Lots)
 CONTRACTOR: **MDM Construction, Inc.**
 Owner: Lake Forest, LLC
 ARCHITECT/ENGINEER: Lake City Engineering

BID ITEM	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
Bid Schedule					
1	Mobilization	1	LS	\$ 17,500.00	\$ 17,500.00
2	Strip Topsoil 12" Depth(34 Lot Phase Only)	4,415	CY	\$ 1.80	\$ 7,947.00
3	Excavation	1,533	CY	\$ 5.70	\$ 8,738.10
4	Subgrade	8,468	SY	\$ 2.50	\$ 21,170.00
5	Swales	3,405	SY	\$ 3.25	\$ 11,066.25
6	Construction Entrance	1	EA	\$ 1,000.00	\$ 1,000.00
7	Inlet Protection	12	EA	\$ 75.00	\$ 900.00
8	Concrete Washout	1	EA	\$ 985.00	\$ 985.00
9	4" Base Rock for Cul-de-sac	1,745	SY	\$ 4.65	\$ 8,114.25
10	6" Base Rock for Roadway	5,063	SY	\$ 5.15	\$ 26,074.45
11	2" Asphalt Paving	4,517	SY	\$ 7.70	\$ 34,780.90
12	Rollod Curb and Gutter	2,390	LF	\$ 14.00	\$ 33,460.00
13	5' Sidewalk	2,360	LF	\$ 19.00	\$ 44,840.00
14	ADA Pedestrian Ramp	2	EA	\$ 775.00	\$ 1,550.00
15	Curb Inlet	40	EA	\$ 120.00	\$ 4,800.00
16	Signage	1	LS	\$ 500.00	\$ 500.00
17	8" Sanitary Sewer	1,183	LF	\$ 29.00	\$ 34,307.00
18	48" Sewer Manhole	5	EA	\$ 1,500.00	\$ 7,500.00
19	8" Sewer Clean Out	1	EA	\$ 660.00	\$ 660.00
20	4" Side Sewer Service	35	EA	\$ 830.00	\$ 29,050.00
21	Sleeve 4" Sewer Service	6	EA	\$ 165.00	\$ 990.00
22	8" C-900 Waterline	1,290	LF	\$ 20.40	\$ 25,704.00
23	Fire Hydrants	2	EA	\$ 4,260.00	\$ 8,520.00
24	6" Water Line For Hydrants	36	LF	\$ 5.25	\$ 189.00
25	8" Gate Valves	1	EA	\$ 1,190.00	\$ 1,190.00
26	1" Water Services	35	EA	\$ 1,500.00	\$ 52,500.00
27	Exc/Lay and Bed Utilities (Estimated Quantity; Actual Per Utility Design)	2,000	LF	\$ 5.90	\$ 11,800.00
28	Sleeve Water Service	5	EA	\$ 125.00	\$ 625.00
29	2" Blowoff Assembly	2	EA	\$ 900.00	\$ 1,800.00
30	Double Depth Drywells	8	EA	\$ 2,500.00	\$ 20,000.00
31	6" Culvert Under Sidewalk	25	LF	\$ 7.85	\$ 196.25
Base Bid Total					\$ 418,457.20

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK
Lake Forest West 2nd Addition Subdivision

THIS AGREEMENT made this ____ day of June, 2016 between Lake Forest, LLC, with Delbert L. Kerr, Member, whose address is Lake Forest, LLC, 975 W. Honeysuckle, Hayden, ID, 83835, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has previously approved the final subdivision plat of Lake Forest West 2nd Addition, a forty nine (49) lot, residential development in Coeur d'Alene, situated in the west ½ of the southwest quarter Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Lake Forest West 2nd Addition - Construction Drawings, dated October 6, 2015, signed and stamped by Drew C. Dittman, PE, # 11138, whose address is Lake City Engineering, Inc., 3909 N. Schreiber Way, Suite #4, Coeur d'Alene, ID 83815, including but not limited to: sanitary sewer main line and lateral services, potable water main line and lateral services, stormwater drainage swales, drywells and appurtenances, concrete curb, concrete sidewalk w/ pedestrian ramps and detectable warning panels, asphalt pavement and base structure, street signage, and, street lighting , as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith has provided security with the City, in the amount of Sixty Two Thousand One Hundred Sixty Seven and 00/100 Dollars (\$62,167.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 7th day of June, 2017. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

City of Coeur d'Alene

Lake Forest, LLC

Steve Widmyer, Mayor

Delbert L. Kerr, Member

ATTEST

Renata McLeod, City Clerk

Maintenance/Warranty Agr. re: Res.# 16-_____

PROJECT: Lake Forest Phase 2B and 4
 CONTRACTOR: MDM Construction, Inc.
 Owner: Lake Forest, LLC
 ARCHITECT/ENGINEER: Lake City Engineering

PAY REQUEST #: 4
 WORK PERFORMED THROUGH: 5/27/2016

BID ITEM	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT	PREVIOUS		THIS PERIOD		TO-DATE		% COMP.
						QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
	Phase 2B											
1	Mobilization	1	LS	\$ 14,290.00	\$ 14,290.00	1	\$14,290.00		\$0.00	1	\$14,290.00	100%
2	Excavation	310	CY	\$ 6.60	\$ 2,046.00	310	\$2,046.00		\$0.00	310	\$2,046.00	100%
3	Subgrade	6,232	SY	\$ 1.50	\$ 9,348.00	6232	\$9,348.00		\$0.00	6232	\$9,348.00	100%
4	Swales	1,853	SY	\$ 4.60	\$ 8,523.80	926.5	\$4,261.90	926.50	\$4,261.90	1853	\$8,523.80	100%
5	Erosion Control	1	LS	\$ 830.00	\$ 830.00	1	\$830.00		\$0.00	1	\$830.00	100%
6	6" Base Rock for Roadway	2,939	SY	\$ 4.90	\$ 14,401.10	2979	\$14,597.10		\$0.00	2979	\$14,597.10	101%
7	2" Asphalt Paving	2,939	SY	\$ 8.50	\$ 24,981.50	2979	\$25,321.50		\$0.00	2979	\$25,321.50	101%
8	Rolled Curb and Gutter	1,485	LF	\$ 14.00	\$ 20,790.00	1485	\$20,790.00		\$0.00	1485	\$20,790.00	100%
9	5' Sidewalk	1,440	LF	\$ 19.00	\$ 27,360.00	1440	\$27,360.00		\$0.00	1440	\$27,360.00	100%
10	Type D Pedestrian Ramp	2	EA	\$ 765.00	\$ 1,530.00	2	\$1,530.00		\$0.00	2	\$1,530.00	100%
11	Curb Inlet	22	EA	\$ 117.00	\$ 2,574.00	22	\$2,574.00		\$0.00	22	\$2,574.00	100%
12	Signage	1	LS	\$ 525.00	\$ 525.00	1	\$525.00		\$0.00	1	\$525.00	100%
13	8" Sanitary Sewer	640	LF	\$ 24.00	\$ 15,360.00	640	\$15,360.00		\$0.00	640	\$15,360.00	100%
14	48" Sewer Manhole	2	EA	\$ 1,600.00	\$ 3,200.00	2	\$3,200.00		\$0.00	2	\$3,200.00	100%
15	4" Side Sewer Service	16	EA	\$ 653.00	\$ 10,448.00	18	\$11,754.00		\$0.00	18	\$11,754.00	113%
16	Sleeve 4" Sewer Service	1	EA	\$ 148.00	\$ 148.00	1	\$148.00		\$0.00	1	\$148.00	100%
17	8" C-900 Waterline	635	LF	\$ 21.00	\$ 13,335.00	635	\$13,335.00		\$0.00	635	\$13,335.00	100%
18	Fire Hydrant	1	EA	\$ 4,830.00	\$ 4,830.00	1	\$4,830.00		\$0.00	1	\$4,830.00	100%
19	8" Gate Valves	3	EA	\$ 1,315.00	\$ 3,945.00	3	\$3,945.00		\$0.00	3	\$3,945.00	100%
20	1" Water Services	20	EA	\$ 1,735.00	\$ 34,700.00	20	\$34,700.00		\$0.00	20	\$34,700.00	100%
21	Sleeve Water Service	6	EA	\$ 89.00	\$ 534.00	6	\$534.00		\$0.00	6	\$534.00	100%
22	Double Depth Drywells	1	EA	\$ 2,545.00	\$ 2,545.00	1	\$2,545.00		\$0.00	1	\$2,545.00	100%
	Phase 2B Total				\$ 216,244.40		\$ 213,824.50		\$ 4,261.90		\$ 218,086.40	101%
	Phase 4											
23	Remove Onsite Stockpile	9,000	CY	\$ 1.28	\$ 11,520.00	9000	\$11,520.00		\$0.00	9000	\$11,520.00	100%
24	Excavation	3,150	CY	\$ 5.20	\$ 16,380.00	3150	\$16,380.00		\$0.00	3150	\$16,380.00	100%
25	Subgrade	8,226	SY	\$ 1.60	\$ 13,161.60	8226	\$13,161.60		\$0.00	8226	\$13,161.60	100%
26	Swales	2,543	SY	\$ 4.60	\$ 11,697.80	1271.5	\$5,848.90	1,271.50	\$5,848.90	2543	\$11,697.80	100%
27	Erosion Control	1	LS	\$ 3,085.00	\$ 3,085.00	1	\$3,085.00		\$0.00	1	\$3,085.00	100%
28	6" Base Rock for Roadway	4,333	SY	\$ 5.30	\$ 22,964.90	4370	\$23,161.00		\$0.00	4370	\$23,161.00	101%
29	2" Asphalt Paving	4,333	SY	\$ 8.50	\$ 36,830.50	4370	\$37,145.00		\$0.00	4370	\$37,145.00	101%
30	Rolled Curb and Gutter	2,220	LF	\$ 14.00	\$ 31,080.00	2220	\$31,080.00		\$0.00	2220	\$31,080.00	100%
31	5' Sidewalk	2,430	LF	\$ 18.50	\$ 44,955.00	2265	\$41,902.50	165.00	\$3,052.50	2430	\$44,955.00	100%
32	Type D Pedestrian Ramp	4	EA	\$ 765.00	\$ 3,060.00	4	\$3,060.00		\$0.00	4	\$3,060.00	100%
33	Curb Inlet	27	EA	\$ 117.00	\$ 3,159.00	27	\$3,159.00		\$0.00	27	\$3,159.00	100%
34	Signage	1	LS	\$ 1,050.00	\$ 1,050.00	1	\$1,050.00		\$0.00	1	\$1,050.00	100%
35	8" Sanitary Sewer	1,043	LF	\$ 24.00	\$ 25,032.00	1043	\$25,032.00		\$0.00	1043	\$25,032.00	100%
36	48" Sewer Manhole	6	EA	\$ 1,585.00	\$ 9,510.00	5	\$7,925.00		\$0.00	5	\$7,925.00	83%
37	4" Side Sewer Service	28	EA	\$ 807.00	\$ 22,596.00	28	\$22,596.00		\$0.00	28	\$22,596.00	100%
38	Sleeve 4" Sewer Service	7	EA	\$ 148.00	\$ 1,036.00	7	\$1,036.00		\$0.00	7	\$1,036.00	100%
39	8" C-900 Waterline	1,103	LF	\$ 21.00	\$ 23,163.00	1103	\$23,163.00		\$0.00	1103	\$23,163.00	100%
40	Fire Hydrants	2	EA	\$ 4,605.00	\$ 9,210.00	2	\$9,210.00		\$0.00	2	\$9,210.00	100%
41	8" Gate Valves	1	EA	\$ 1,305.00	\$ 1,305.00	2	\$2,610.00		\$0.00	2	\$2,610.00	200%
42	1" Water Service	27	EA	\$ 1,690.00	\$ 45,630.00	27	\$45,630.00		\$0.00	27	\$45,630.00	100%

BID ITEM	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT	PREVIOUS		THIS PERIOD		TO-DATE		% COMP.
						QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
43	Sleeve Water Service	4	EA	\$ 89.00	\$ 356.00	4	\$356.00		\$0.00	4	\$356.00	100%
44	Double Depth Drywell	7	EA	\$ 2,545.00	\$ 17,815.00	7	\$17,815.00		\$0.00	7	\$17,815.00	100%
	Phase 4 Total				\$ 354,596.80		\$ 345,926.00		\$ 8,901.40		\$ 354,827.40	100%
	Off-Site											
45	Traffic Control (Hanley Closure)	1	LS	\$ 2,500.00	\$ 2,500.00	1	\$2,500.00		\$0.00	1.00	\$2,500.00	100%
46	AC Sawcutting	80	LF	\$ 1.10	\$ 88.00	80	\$88.00		\$0.00	80.00	\$88.00	100%
47	Asphalt Patch in Hanley (4" AC over 6" Base)	65	SY	\$ 84.50	\$ 5,492.50	65	\$5,492.50		\$0.00	65.00	\$5,492.50	100%
48	Standard Curb and Gutter	43	LF	\$ 34.00	\$ 1,462.00	43	\$1,462.00		\$0.00	43.00	\$1,462.00	100%
49	Core Drill Existing Manhole	1	EA	\$ 266.00	\$ 266.00	1	\$266.00		\$0.00	1.00	\$266.00	100%
50	8" Sanitary Sewer	220	LF	\$ 58.50	\$ 12,870.00	220	\$12,870.00		\$0.00	220.00	\$12,870.00	100%
51	12" x 8" Saddle Tap	1	EA	\$ 2,330.00	\$ 2,330.00	1	\$2,330.00		\$0.00	1.00	\$2,330.00	100%
52	8" Gate Valve	1	EA	\$ 1,305.00	\$ 1,305.00	1	\$1,305.00		\$0.00	1.00	\$1,305.00	100%
	Off-Site Total				\$ 26,313.50		\$ 26,313.50		\$ -		\$ 26,313.50	100%
	Optional Pricing											
53	Exc/Bed/Backfill Utilities (Estimated Qty; Actual per Design)	2,835	LF	\$ 5.10	\$ 14,458.50	2985	\$15,223.50		\$0.00	2,985.00	\$15,223.50	105%
	Optional Pricing Total				\$ 14,458.50		\$ 15,223.50		\$ -		\$ 15,223.50	105%
	TOTALS				\$ 611,613.20		\$ 601,287.50		\$ 13,163.30		\$ 614,450.80	100%

ITEM	CP #	CO #	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT	PREVIOUS		THIS PERIOD		TO-DATE		% COMP.
								QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
			Change Orders											
1			Additional pricing for Interstate to pave the project	7349	SY	\$0.15	\$ 1,102.35	7349	\$1,102.35		\$0.00	7349	\$1,102.35	100%
2			5' Wide Sidewalk along Hanley Ave. - Off-Site	215	LF	\$20.50	\$ 4,407.50	215	\$4,407.50		\$0.00	215	\$4,407.50	100%
3			Short Pay from Pay Request #3	1	LS	-\$0.50	\$ (0.50)	1	-\$0.50		\$0.00	1	-\$0.50	100%
4			Add irrigation sleeving under sidewalks	1	LS	\$1,235.73	\$ 1,235.73		\$0.00	1	\$1,235.73	1	\$1,235.73	100%
5			Replace meter box from Phase 1 broken by home builders	1	LS	\$473.47	\$ 473.47		\$0.00	1	\$473.47	1	\$473.47	100%
			CHANGE ORDER TOTALS				\$ 7,218.55		\$ 5,509.35		\$ 1,709.20		\$ 7,218.55	

Total Amount To Date \$621,669.35

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

DATE: FEBRUARY 16, 2016

FROM: RENATA MCLEOD, CITY CLERK

RE: APPROVAL OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ALLOCATION VIA SUBRECIPIENT AGREEMENTS TO ST. VINCENT DE
PAUL AND THE BOYS AND GIRLS CLUB

DECISION POINT:

- To authorize a Subrecipient Agreement with St. Vincent de Paul in the amount totaling \$350,000 for the purchase of the H.E.L.P Center located at 201 E. Harrison Avenue.
- To authorize a Subrecipient Agreement with the Boys and Girls Club in the amount of \$37,000 for the engineering and architectural costs toward their Coeur d'Alene facility.

HISTORY: On February 16, 2016 the City held a public hearing to amend the CDBG Plan Year 2014/2015 block grant allocations. Within that amendment Council approved the award of funds to St. Vincent de Paul in the amount of \$162,840.00 from Plan Year 2015 and \$187,160 from Plan Year 2016 totaling \$350,000 toward the purchase of the H.E.L.P. Center located at 201 Harrison Avenue. Additionally, an award of funds from Plan Year 2014 in the amount of \$37,000 to the Boys and Girls Club for engineering and architectural costs for their Coeur d'Alene facility. Please note it is staffs intent to propose the allocation within Plan Year 2017 to the Boys and Girls Club for an additional \$83,000 for a total grant allocation of \$120,000.

RECOMMENDATION POINT:

- To authorize a Subrecipient Agreement with St. Vincent de Paul in the amount totaling \$350,000 for the purchase of the H.E.L.P Center located at 201 E. Harrison Avenue.
- To authorize a Subrecipient Agreement with the Boys and Girls Club in the amount of \$37,000 for the engineering and architectural costs toward their Coeur d'Alene facility.

AGREEMENT FOR CDBG GRANT FUNDS FOR

St. Vincent de Paul North Idaho

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY" and St. Vincent de Paul North Idaho, an Idaho non-profit corporation, whose mailing address is: 201 E Harrison Avenue, Coeur d'Alene, Idaho 83814-3240, hereinafter referred to as "St. Vincent de Paul."

The key contact for St. Vincent de Paul is Jeff Conroy, Executive Director.

The key contact for the CITY is Sherri Wastweet, Grant Administrator, Panhandle Area Council, Inc.

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-15-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$162,840.00 (One hundred sixty-two thousand eight hundred & forty dollars) to St. Vincent de Paul to purchase the H.E.L.P. Center facility located in Coeur d'Alene.

The CITY has also 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-16-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$187,160.00 (One hundred eighty-seven thousand one hundred & sixty dollars) to St. Vincent de Paul to purchase the H.E.L.P. Center facility located in Coeur d'Alene. The project is more fully described in Attachment A "Scope of Work."

2. Grant Amount and Matching Obligations. The maximum amount of the CDBG grant funds awarded to St. Vincent de Paul under this Agreement is \$350,000.00 (Three hundred fifty thousand dollars), referred to herein as the "grant funds."

3. Budget. St. Vincent de Paul shall adhere to the Budget outlined in Attachment B attached hereto, unless otherwise amended in writing, signed by both St. Vincent de Paul and the CITY. In the event costs exceed these grant funds, St. Vincent de Paul shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$350,000.00 (Three hundred fifty thousand dollars).

4. Payment. St. Vincent de Paul will submit a detailed, itemized invoice or escrow agreement to the CITY's Grant Administrator, Panhandle Area Council (PAC) 11100 N Airport Drive, Hayden, ID 83835-9798, for review. The invoice shall be numbered and dated, it shall state the Project, name and address to which payment shall be made, and any additional information required by the grant funding agency.

PAC will verify the information, process the request, and submit the invoice to the CITY for payment. Payment shall be made within thirty (30) days after submittal and acceptance by the CITY.

5. Grant Program Requirements. This Agreement and the project is governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383 and the implementing regulations at 24 CFR Part 570. St. Vincent de Paul shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. St. Vincent de Paul shall comply with all state and local and federal laws and regulations that pertain to the program and the CDBG grant program and funds.

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

7. Financial and Progress Reports. In the performance of this Agreement, St. Vincent de Paul shall keep books, records, and accounts of all of St. Vincent de Paul's activities related to the provisions of this Agreement. At project completion, St. Vincent de Paul shall submit to PAC a financial report that details costs incurred by line item as described in the project budget, Attachment B. Said report shall be submitted to PAC upon completion of the project funded under this Agreement. St. Vincent de Paul acknowledges that the CITY is required to submit to HUD interim performance reports and, therefore, St. Vincent de Paul agrees to submit to PAC, a performance reports in the format provided by PAC and to provide any and all information which the CITY may need or request in preparing the CITY's interim performance reports to HUD. A detailed written final report with documentation of the activities carried out and benefits generated, including income and demographic documentation, shall be submitted to PAC at the conclusion of the project.

8. Record Keeping. St. Vincent de Paul shall keep sufficient records, files, accounting records, and documentation to track expenditures and accounting processes, and shall be in accordance with general accounting practices useable for auditing. It shall keep records sufficient to document purchases are in accordance with procurement policies and track assets.

9. Client Data. Client information collected under this Agreement is private and the use or disclosure such information is prohibited when not directly related responsibilities and requirements under this Agreement unless written consent is first obtained from the client.

10. Amendments to this Grant Agreement. St. Vincent de Paul 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 Scope of Work (Attachment A), the budget (Attachment B), 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 the contract to reflect changes in the program requirements, regulations or law.

11. Subcontracts. St. Vincent de Paul shall seek CITY approval prior to entering into any subcontracts under this Agreement. St Vincent de Paul shall notify PAC to request approval by the CITY. These subcontracts shall contain all the requirements of this Agreement. Amendments to subcontracts shall have both the CITY's and St. Vincent de Paul's approval before they are effective amendments. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

12. Audit and Monitoring. St. Vincent de Paul acknowledges that the CITY is required pursuant to the Grant Agreement to provide HUD an annual financial audit in accordance with OMB Circular A-128 and the Single Audit Act of 1984. To assist the CITY in preparing the required annual financial audits and all other reporting requirements of the CITY, St. Vincent de Paul shall provide through the last fiscal year in which grant funds are expended any and all information necessary to or requested by the CITY in preparation of any annual audit or other reporting requirement. The CITY, PAC and HUD may monitor and make periodic inspections and evaluations of the project and all of St. Vincent de Paul's books and records shall be available to the CITY and to HUD during regular working hours. These books and records shall be maintained for at least four (4) years following the project closeout. The CITY, Representatives of the Secretary of Housing and Urban Development (HUD), the inspector general, or the general accounting office shall have access to all books, accounts, reports, files, and other papers, things or property belonging to or in use pertaining to the administration of the grant funds pursuant to this Agreement.

13. Recognition. The CITY and St. Vincent de Paul agree that appropriate information shall be given to recipients of CDBG Entitlement Program grant funding which shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. St. Vincent de Paul agrees to give appropriate credit to others that contribute time and materials to the program.

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

15. Relationship of Contracting Parties. This Agreement does not establish an employer- employee relationship between the parties. St. Vincent de Paul shall indemnify the CITY and its representatives and shall hold it harmless against any and all suits, actions, claims, 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 St. Vincent de Paul that may arise out of or which are in any way related to this Agreement.

St. Vincent de Paul 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 or Idaho Code) for itself and its employees insurance, workers compensation coverage, unemployment insurance, and FICA and tax filings.

16. Closeout. St. Vincent de Paul's obligation to the CITY under this Agreement shall not end until all payments have been made, disposition of assets made and approved, determination of custodianship of records, required reporting completed, and the project National Objective of assisting LMI persons has been met.

17. Copy Rights. If this contract results in any copyrightable materials or inventions, The CITY reserves the right to 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.

18. Religious and Lobbying Activities. St. Vincent de Paul 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 Members of Congress in the connection of awarding any federally funded contract or agreement. If other funds have been or will be so used, the St. Vincent de Paul certifies it has followed the proper procedures and submitted the Disclosure Form to Report Lobbying.

St. Vincent de Paul certifies that no funds provide by this Agreement shall be used or used by personnel employed in the activities funded under this Agreement for political activities, lobbying, political patronage or nepotism.

St. Vincent de Paul further agrees that funds provided under this Agreement will not be used for religious activities such as worship, religious instruction or proselytizing.

19. Anti Discrimination. St. Vincent de Paul shall not discriminate in the provision of its services, hiring practices or procurement on any of the following bases: Race, Color, National Origin, Family Status, Sex, Handicapping Condition, or Religion. St. Vincent de Paul 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.

Being in agreement and in witness thereof we set our signature to this contract.

**CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO**

ST. VINCENT DE PAUL NORTH IDAHO

By: _____
Steve Widmyer, Mayor

By: _____
Its: _____

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 7th day of June, 2016, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of June, 2016, before me, a Notary Public, personally appeared **Jeff Conroy**, known to me to be the Executive Director, of **St. Vincent de Paul of North Idaho**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation 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:

Attachment A

Grant Agreement between CITY of Coeur d'Alene and St. Vincent de Paul

Summary of the project activities

St. Vincent de Paul North Idaho will use these grant funds to purchase the H.E.L.P. Center located at 201 E. Harrison Avenue from the City of Coeur d'Alene.

Benefits:

The program will benefit homeless families who have incomes within HUD's LMI requirements, which is 80% or below Area Median Income (AMI). All program participants will meet HUD's LMI eligibility standards, with the target population being at 50% or below AMI. The National Objective for this project is Benefit to low-to-moderate income persons.

Schedule:

The Project shall commence upon execution of the Contract between St. Vincent de Paul North Idaho and the City of Coeur d'Alene.

Attachment B
Project Budget
Grant Agreement between CITY of Coeur d'Alene and St. Vincent de Paul

Budget Item	CDBG Funds	Leverage Funds	Total Project Costs
Purchase H.E.L.P. Center	\$350,000		\$350,000
Total	\$350,000		\$350,000

St. Vincent de Paul will submit a detailed, itemized invoice or escrow agreement to PAC for review. The invoice shall be numbered and dated, it shall state the Project, name and address to which payment shall be made, and any additional information required by the grant funding agency.

PAC will verify the information, process the request and submit the invoice to the CITY for payment. Progress payments shall be made within thirty (30) days after submittal and acceptance by the City.

In the event project costs exceed these grant funds, St. Vincent de Paul shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$350,000.00 (three hundred fifty thousand dollars).

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

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and the BOYS AND GIRLS CLUB OF KOOTENAI COUNTY – COEUR D'ALENE/HAGADONE CENTER, whose mailing address is 200 W. Mullan Avenue, Post Falls, Idaho, 83854, hereinafter referred to as "Subrecipient."

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

The key contact for the CITY is Sherri Wastweet, CDBG Grant Administrator, Panhandle Area Council (PAC).

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-14-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant, the CITY is awarding \$37,000.00 (thirty-seven thousand dollars) to the Subrecipient for architecture and engineering activities during the development and construction of Boys and Girls Club of Kootenai County Coeur d'Alene/Hagadone Center project for area youth including those "at risk". The project is more fully described in **Attachment A** "Scope of Work," attached hereto.

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

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

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed \$37,000.00 (thirty-seven thousand dollars), referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.

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

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

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

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

The pay request(s) should be submitted to the CITY's Grant Administrator at Panhandle Area Council (PAC), 11100 N. Airport Drive, Hayden, Idaho 83835-9798.

7. Insurance. The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of five hundred thousand dollars (\$500,000).

8. Grant Program Requirements. This Agreement and the project is governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383, and the implementing regulations at 24 CFR Part 570. The Subrecipient shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. The Subrecipient shall comply with all state and local and federal laws and regulations that pertain to the program and the CDBG grant program and funds.

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project. The Subrecipient has copies of the Environment Review Record.

10. Real Property Acquisition, Relocation, and Disposal. The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing

optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable CITY ordinances, resolutions, and policies concerning the displacement of persons from their residence.

11. Procurement Standards and Methods. The Subrecipient shall use procurement and purchasing standards that are in compliance with state law. Generally, procurement of items or services costing less than \$25,000 may use the informal Small Purchase process. Small Purchase process requires three written bids/quotes. Larger purchases should follow formal bidding processes including proper bonding and guarantees. *See Idaho Code §67-2801 et seq.* Panhandle Area Council can provide technical assistance for procurement.

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

13. Financial and Progress Reports. On a monthly basis the Subrecipient shall submit financial reports that details costs incurred by line item as described in the project budget, Attachment B. The Subrecipient agrees to submit monthly performance reports in the form, content, and frequency as required by the CITY, and to provide any and all information which the CITY may need or request in preparing the CITY's interim performance reports to HUD. A detailed written final report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to PAC at the 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 balances on hand, as provided by 24 CFR 570.504.

All required reports shall be submitted to the CITY's Grant Administrator at Panhandle Area Council (PAC), 11100 N. Airport Drive, Hayden, Idaho 83835-9798.

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

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

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

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

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

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

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

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

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

until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

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

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

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

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

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

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

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

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

funds provided by this Agreement shall be used for political activities, lobbying, political patronage, or nepotism.

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

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

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of the CITY, the City clerk has affixed the seal of the CITY hereto, and the Subrecipient has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this 7th day of June, 2016.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

BOYS AND GIRLS CLUB OF KOOTENAI
COUNTY

By: _____
Steve Widmyer, Mayor

By: _____
Ryan Davis, Executive Director

Date: _____

Date: _____

ATTEST:

Renata McLeod, City Clerk

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

On this 7th day of June, 2016, before me, a Notary Public, personally appeared **STEVE WIDMYER and RENATA MCLEOD**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

On this ____ day of June, 2016, before me, a Notary Public, personally appeared **RYAN DAVIS**, known to me to be the Executive Director for the **BOYS AND GIRLS CLUB OF KOOTENAI COUNTY** and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

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

Scope of services

Under the 2014 Community Development Block Grant, the Boys and Girls Club of Kootenai County will utilize \$37,000 for architecture and engineering activities related to the construction of the **Boys and Girls Club – Coeur d'Alene/Hagadone Center**. The Center will be 20,000 square feet and will serve an estimated 500 plus kids per day. The new site is located next to Lakes Middle School on the east side of Coeur d'Alene. This location was chosen because it will serve the highest percentage of need for youth programs, based on the area schools free & reduced lunch levels.

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

At the completion of the project, a final report is due on the number of beneficiaries served and the demographics of those served, specifically the ethnicity, female head of household, and the LMI status identified as extremely low, low, or moderate income household. Monthly reports on progress and expenditures shall be submitted to PAC.

Project Schedule

The new Coeur d'Alene/Hagadone Center is expected to be completed by October 2016.

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

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Personnel			
Number of Employees & Job Title			
Salaries Total			
Fringe Benefits			
Personnel Total			
Project Costs			
Acquisition:			
Appraisal Costs:			
Design:	\$20,000	\$7,500	\$27,500
Architectural/Engineering:	\$100,000	\$40,000	\$140,000
Construction:		\$2,332,500	\$2,332,500
Permits & Fees:			
Insurance:			
Legal Fees:			
Financing:			
Other: Indirect			
Total Operating Costs:			
Total	\$120,000	\$2,380,000	\$2,500,000

**GENERAL SERVICES COMMITTEE
M E M O R A N D U M**

DATE: May 19, 2016

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

RE: PROPERTY MANAGEMENT AGREEMENT WITH SYRINGA PROPERTY MANAGEMENT, INC. FOR UNITS LOCATED AT 106 HOMESTEAD AVENUE AND TERMINATION OF A LEASE AGREEMENT WITH ST. VINCENT DE PAUL OF NORTH IDAHO PREVIOUSLY AUTHORIZED BY RESOLUTION NO.11-017

DECISION POINT: To ratify a property management agreement with Syringa Property Management, Inc. for units located at 106 Homestead Avenue and termination of a Lease Agreement with St. Vincent de Paul of North Idaho previously authorized by Resolution No. 11-017.

HISTORY: At the February 15, 2011 City Council meeting the City Council authorized staff to complete a land acquisition of existing Low Income Housing Tax Credit (LIHTC) units located 106 Homestead Avenue based on the goal outlined in the 2006 Housing Needs Assessment to support affordable housing. In collaboration with St. Vincent de Paul it was thought that management of the 7-unit adjacent to their HUD 811 development would be reasonable. At this time St. Vincent de Paul has requested termination of the Lease and provided a thirty day notice to end the management of the property, as it did not work within their resources to manage the LIHTC property. Since this property is a LIHTC, Idaho Housing and Finance Association serves as the regulatory agency and provided a list of authorized property managers that the City can contract with, which have experience with LIHTC. Since this was a tight timeline to bring on an additional property manager and seek quotes from three entities, the City had to enter into an agreement with Syringa Property Management prior to the June 7, 2016 Council meeting. Syringa provided a great proposal and will be able to provide the City with approximately \$15,000 a year in revenue, while continuing to meet the affordable housing goal and LIHTC regulations. Additionally, this provided an opportunity to include preference points for victims of domestic violence that are referred by Safe Passage.

FINANCIAL ANALYSIS: Syringa Property Management, Inc. will be paid \$500.00 per month for property management services. They will establish a reserve account and provide annual revenue back to the City estimated to be \$15,000 per year.

RECOMMENDATION: To ratify a property management agreement with Syringa Property Management, Inc. for units located at 106 Homestead Avenue and termination of a Lease Agreement with St. Vincent de Paul of North Idaho previously authorized by Resolution No. 11-017.



MISSION STATEMENT:

Syringa Property Management, Inc. (Syringa) is a real estate management company committed to the service of our clients (owners) and our customers (tenants). It is the goal of Syringa to provide the best possible housing environment for our tenants while fulfilling the goals of the owners.

Equal Employment Opportunity

Equal opportunity is the policy of Syringa Property Management, Inc. both in employment and housing.

All employees hired and promoted have been, and will continue to be, selected from all candidates on the basis of qualifications necessary to perform the job well. It is essential that we not discriminate against any person, employee, or job applicant on the basis of race, color, religion, sex, age, national origin, disability, or any other factor that does not pertain to the individual's ability to do the job.

This policy will apply to all recruiting, hiring, promotions, upgrades, layoffs, compensation, benefits, terminations, and all other privileges, terms, and conditions of employment.

At Will Employment

All employees of Syringa Property Management, Inc. are employed on a voluntary basis and both the employee and the company may terminate the relationship at any time. Neither party is bound by a contract, either express or implied, nor may either party terminate the employment without prior notice or obligation to the other party.

Housing

Some resident managers are provided with housing as a part of their compensation. These employees are not tenants of the housing development or of Syringa Property Management. This housing is provided as a part of the compensation package of the employee and must be relinquished within three days at the termination of employment.

Resident managers must complete an apartment inspection check-list upon occupying the residence. At the end of employment, the apartment must be returned in the same condition, normal wear and tear excepted. The former manager will be responsible for any cleaning or damages necessary at the time employment is terminated.

Paid Vacation

- A. **Vacation:** Vacation is defined as that period of time an employee requests and schedules in advance for leave pursuant to length of service of that employee. Full time employees (on-site managers of properties with 24 or more units, office workers, and maintenance personnel who work 35 hours per week or more) are eligible for one week paid vacation after twelve months of continuous employment. The vacation time increases to two weeks after twenty-four months of continuous employment, increases again at years 10 and 15.
- B. (1) The established vacation year is the calendar year, January 1 through December 31 each year. Vacations are accrued or earned based on the employee's length of service and on the time actually worked. In addition, unused vacation may not be carried over to the next year and normally must be taken in the year in which it is accrued.
- (2) Full-time employees will accrue paid vacation according to the following schedule (annual totals should be rounded to the nearest whole day):

<u>Service Period</u>	<u>Paid Vacation</u>
First Calendar Year	(.42) Days per Month Worked
Calendar Years 2 through 9	(.83) Days per Month (10 Days Maximum)
Calendar Years 10 through 14	1.25 Days per Month (15 Days Max.)
Calendar Years 15 and over	1.67) Days per Month (20 Days Max.)

- C. Employees may not take paid vacation until they actually have earned the vacation. Although vacation time is accrued, no vacation time is earned during the first year of employment. An employee whose employment is terminated during the first twelve months of employment has no earned accumulated vacation time and will not be compensated for any unused time.
- D. Vacation time is not cumulative. It is management's intention that vacation time be used during the year, unused vacation will not accumulate to the following year except when approved in advance by management. Otherwise, if it is not used during the calendar year, or during the term of employment, the benefit is lost. Employees whose position is eliminated or terminated after the vacation is accrued and earned, but prior to using it, will be paid for that time upon termination at the then current rate of pay.
- E. During each vacation accrual year, employees must work at least 90 percent of their normally scheduled time each month, not including time off for paid short-term absences, vacations, or holidays, in order for the month to count for vacation accrual purposes.

Employees on a leave of absence, other than a military leave of absence, are required to use all accrued paid vacation time as part of the leave, as specified in our FMLA policy. In addition, employees on a leave of absence will not accrue any new vacation time during any unpaid leave.

- F. Employees who are entitled to a vacation of two weeks or less may take their full vacation at one time. Those who are entitled to a vacation of more than two weeks normally may take only a maximum of two weeks consecutively, with the balance to be taken separately as full weeks or as individual days. Vacations of less than a full day generally will not be granted.
- G. Vacations must be scheduled well in advance and approved by the supervisor or property manager. On-site managers are asked, whenever possible, to refrain from taking vacation during the first ten days of the month. Arrangements for fill in personnel will be made by the on-site manager and approved by the property manager.
- H. Employees are discouraged from taking vacation during the last two weeks of the year.
- I. Employees may not receive vacation pay in lieu of time off. In addition, employees will not be paid for any unused vacation remaining at the end of the vacation year.
- J. If a paid holiday falls within an employee's vacation period, an additional day of vacation will be granted. This additional day may be taken at the beginning or end of the employee's vacation period or at another time during the vacation year, subject to the supervisor's approval. No allowance will be made for Paid Time Off, sickness or other compensable type of absence occurring during a scheduled vacation.

Paid Time Off

- A. Excellent attendance is an expectation of all employees of Syringa Property Management, Inc. Daily attendance is especially important for site managers whose customers and coworkers have the expectation of having the office open and the manager available. Emergency personal time is made available to employees for such unscheduled events as personal illness, immediate family member illness, and doctor appointments.
- B. Full Time Employees accrue 0.83 days, or 5.8 hours of emergency personal time per pay month, or 0.39 days per bi-weekly pay period. On an annual basis, this equates to the equivalent of 10 days, or 70 hours. Full Time Employees may use emergency personal time up to 70 hours. Employees are entitled to use their accumulated personal time after their first 90 days of employment. Absences during the first 90 days are not paid. If an employee leaves employment with a negative accrual balance, hours used, yet not accrued, will be subtracted from an

employee's final paycheck. Emergency personal time that is accrued but not used at the time an employee leaves will not be paid out.

Part-time or hourly employees are not eligible for Paid Time Off or for Paid Holidays or Vacation.

Emergency personal time off is not interchangeable with vacation time. Workers must inform their supervisor at the beginning of the workday if they will be unable to come to work due to illness or family emergency. An absence report must be filed with the Human Resources office in Boise to report absences. On-site managers must inform their immediate supervisor and/or the Boise office if they are unable to work. Partial days will be accounted for as sick leave/emergency leave in one-half hour increments.

- C. Bereavement: When a death occurs in an employee's immediate family, all regular full time employees may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. Immediate family is defined as mother, father, husband, wife or a child. An absence report must be filed with the Human Resources office in Boise to report this absence.
- D. Jury Duty: An employee who has been summoned to serve on a jury must inform his or her direct supervisor. Employees summoned to serve court-commanded jury duty will be granted leave to do so and will be paid their full salary. An absence report must be filed with the Human Resources office in Boise to report this absence.
- E. Absenteeism: Absence is the failure to report for work and to remain at work as scheduled. It includes late arrivals and early departures, as well as absence for the entire day. Your regular and punctual attendance is essential for efficient operations. You should be at your work station and ready to work at the start of the day at the time the office opens. If you know in advance that you are going to be absent or unavoidably late, telephone your supervisor as soon as possible. Failure to request advance approval or to report your absence as described above will result in the absence being recorded as unexcused.
- F. An employee who fails to call in for three successive days to report such absences may be considered to have voluntarily terminated employment with the company.

Family and Medical Leave Act of 1993:

This policy incorporates the major provisions of the Family and Medical Leave Act of 1993. Employees with 12 months employment and who have provided at least 1,250 hours of service during the 12 months before the leave are eligible to take up to 12 weeks of unpaid leave per year for these reasons:

- The birth or placement for adoption or foster care of a child
- The serious health condition of a spouse, child, or parent.
- An employee's own serious health condition.

These provisions apply equally to male and female employees. A father, as well as a mother, can take family leave because of the birth or serious health condition of a child. A son, as well as a daughter, is eligible for leave to care for a parent.

Employees will be required to use their paid vacation or personal or sick leave for any part of the 12-week mandated period. The company will provide only enough unpaid leave to total 12 weeks. Certification of need, notification, and other components of the FMLA policy are available on request.

Holidays

- A. It is the policy of Syringa Property Management, Inc. to designate and observe certain days each year as holidays. Eligible employees will be given a day off with pay for each holiday observed.
- B. The schedule of holidays the Company will observe during each calendar year will be published by the Human Resources Manager before the beginning of the year.
- C. Full-time employees are eligible to receive their regular rate of pay for each observed holiday. Part-time employees are not eligible to receive holiday pay.
- D. The Company recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days that are not included in the Company's regular holiday schedule. Accordingly, employees who would like to take a day off for those reasons may do so if it will not unduly disrupt the Company's business and if the employee's supervisor approves. Employees may use accumulated days of paid absence, or they may take the time off as an unpaid, excused absence.

Simple Retirement Plan

Those employees receiving at least \$5,000 in compensation during any two consecutive years of employment will be eligible to participate in our retirement plan. These employees make an election annually as to an amount of their salary they wish to contribute to the plan. A matching contribution equal to 100% of your salary savings contribution, up to 3% of your total annual compensation, will be made by the company. Those employees interested in the retirement plan may request more specific information from the Human Resources Department.

Insurance

Full time employees are eligible for the group life and health insurance plan after ninety days of continuous employment. Employees may elect not to enroll in the group plan. No additional compensation will be made to those employees who elect not to participate in the group plan. Dependent coverage and dental coverage is available to eligible employees at the cost of the employee.

All employees are covered by worker's compensation insurance.

Dress Code

Site managers and maintenance personnel should always project a professional image by dressing appropriately. Managers should wear neat, clean, well pressed clothing that is compatible with what other business people in the community wear. Maintenance personnel should also be neat and presentable and dressed according to the work that is to be done. Maintenance personnel should not wear shorts, especially when using power equipment, mowers, trimmers, etc. Protective eye gear must be worn when using power equipment. Employees who are dressed inappropriately for their work may be required to change their attire.

Employees are expected to maintain their personal grooming and hygiene at a level that avoids infringing on their co-workers and which observes customs and standards relating to a professional business environment.

Smoking

Smoking will be strictly prohibited within the management office, site management office, hallways, waiting rooms, restrooms, and all interior community areas. This policy applies to all employees, clients, customers, tenants, contractors, and visitors.

Productive Work Environment

It is the policy of the Company to promote a productive work environment and not to tolerate verbal or physical conduct by any employee that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment.

- A. Employees are expected to maintain a productive work environment that is free from harassing or disruptive activity. No form of harassment will be tolerated, including harassment for the following reasons: race, color, national origin, religion, disability, sex, pregnancy or parental status, age, military status, sexual orientation, genetic information, or political beliefs.
- B. Any offensive conduct, directed at individuals because of their race, color, national origin, religion, disability, sex, pregnancy or parental status, age, military status, sexual orientation, genetic information, or political beliefs also is prohibited.

- C. Any employee who believes that a supervisor's, manager's, other employee's, or nonemployee's actions or words constitute unwelcome harassment has a responsibility to report or complain about the situation as soon as possible. The report or complaint should be made to the employee's supervisor; or to the department head or Human Resources Manager if the complaint involves the supervisor or manager.

Sexual Harassment

Syringa Property Management, Inc. believes that each individual we employ or house has the right to be free from harassment for any reason, whether because of age, color, creed, national origin, or any other factor, especially sex. Sexual harassment is defined as including:

- Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
- Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive personal references;
- Demeaning, insulting, intimidating, or sexually suggestive comments about an individual;
- The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs;
- Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages (such as e-mail, instant messaging, and Internet materials).

It cannot be stressed enough that this company will not tolerate any form of sexual harassment. Should you feel you are being harassed, please follow these guidelines to help us remedy the problem.

Harassment by other employees should be brought to the attention of your supervisor. The supervisor will investigate the matter, and if the allegation is sustained, the responsible employee will be disciplined, up to and including discharge. A second proven charge of sexual harassment against any employee will result in immediate discharge.

Should you feel that your supervisor has not investigated the matter to your satisfaction, contact the Human Resources manager immediately.

Should the harassment originate from your supervisor, you are to contact the Human Resources manager immediately.

Grievances

Just as our tenants have an appeal procedure, a policy exists for employee grievances and complaints. Syringa Property Management believes in an open communication policy. Employees who have complaints or disagreements are encouraged to try to resolve these problems by discussing them frankly with their supervisors. At the same time, Syringa recognizes that not all problems can be resolved in this manner, and employees may sometimes be reluctant to approach their supervisors.

An employee who has a problem is responsible for reporting it either to the immediate supervisor or to the Human Resources manager. There should be no fear of retaliation at any stage of this process. The supervisor or Human Resources representative will attempt to reach a solution through a thorough discussion of the problem with the employee.

If there is no solution at this level, the employee should prepare a written statement of the problem and submit it to the company president. The president will personally investigate the problem, discuss the matter with all involved, and make a decision as to the disposition of the matter.

Note: An employee can be discharged at any time, without regard to the preceding steps, if he/she commits an offense for which immediate discharge is specified or if the employee's continued presence would be contrary to the well-being of the company or any of its employees.

Personal Use of Company Property

The management company's or the apartment development's property, personnel, and other resources are not available for employee personal use. This includes but is not limited to telephones, postage and postage meters, photocopiers, fax machines, office supplies, maintenance supplies and replacement parts, tools and equipment, computer hardware and software, and company vehicles (unless the vehicle is a part of a compensation package).

Company Automobiles

Syringa Property Management owns or may own automobiles for the use of its employees who are required to travel as part of their job. Company vehicles may only be used in the performance of the job, unless otherwise agreed, and to and from the workplace. Company Vehicles are not to be used for personal travel, vacations, or other personal use unless provision of the vehicle is a part of the employee compensation package.

Employees may never operate a company vehicle with any detectable level of alcohol or drugs. The employee may never grant permission to drive a company vehicle to any one not employed by Syringa Property Management, including members of the employee's immediate family.

All employees who operate company vehicle must have a valid driver's license in order to use the company vehicle.

Use of Communication Systems

It is the policy of the Company to provide or contract for the communications services and equipment necessary to promote the efficient conduct of its business.

- A. Communications services and equipment include mail, electronic mail ("e-mail"), instant messaging, courier services, facsimiles, telephone systems, personal computers, computer networks, on-line services, Internet connections, Intranets, computer files, telex systems, video equipment and tapes, tape recorders and recordings, pagers, cellular phones, voice mail, and bulletin boards.
- B. All Company communications services and equipment, including the messages transmitted or stored by them, are the sole property of the Company. Accordingly, the Company may access and monitor employee communications and files as it considers appropriate.
- C. On-line services and the Internet may be accessed only by employees specifically authorized by the Company. Authorized employees will be issued passwords for company owned equipment. Under no circumstances may employees install passwords on communication equipment, computer hardware, or software without prior authorization and must disclose all passwords to the Company and their supervisors. Employees should not share the passwords with other employees. Employees' on-line use should be limited to work-related activities, except as allowed in item E. below. In addition, employees should not duplicate or download from the Internet or from an e-mail any software or other materials (such as documents, photographs, and music and video files) that are copyrighted, patented, trademarked, or otherwise identified as intellectual property without express permission from the owner of the material. When appropriate Internet material or e-mail files are downloaded, they should be scanned using the Company's antivirus software.
- D. Employees should not use e-mail, instant messaging services, facsimiles, cellular telephones, or any other insecure communication system to communicate confidential, proprietary, or trade secret information.
- E. Incidental personal use by employees of the Company communications services and equipment is allowed as long as the use does not interfere with the employee's work or the Company's operations and does not violate any Company policies. Whenever possible, personal communications that incur user charges should be placed on a collect basis or charged directly to the employee's personal credit card or account. Company communications property or equipment may not be removed from the premises without written authorization from the employee's supervisor. In addition, employees should keep use of personal cell phones or other personal handheld communication devices to a minimum so that their use does not interfere with the employee's work or the Company's operations.

- F. Employees should ensure that no personal correspondence appears to be an official communication of the Company since employees may be perceived as representatives of the Company and, therefore, damage or create liability for the Company. All outgoing messages, whether by mail, facsimile, e-mail, Internet transmission, or any other means, should be accurate, appropriate, and work-related. Employees may not use the Company's address for receiving personal mail or use Company stationery or postage for personal letters. In addition, personalized Company stationery and business cards may be issued only by the Company.
- G. Under no circumstances are employees or tenants allowed to make personal long distance calls on company telephone equipment or to use company owned cell phones for personal use.

Confidential Nature of Company Affairs

It is the policy of the Company that the internal business affairs of the organization, particularly confidential information obtained concerning tenants personal information, company procedure and trade secrets represent Company assets that each employee has a continuing obligation to protect.

Information designated as confidential may not be discussed with anyone outside the organization and may be discussed within the organization only on a "need to know" basis. In addition, employees have a responsibility to avoid unnecessary disclosure of nonconfidential internal information about the Company, its customers, and its suppliers. However, this employee responsibility to safeguard internal Company affairs is not intended to impede normal business communications and relationships.

- A. Employees authorized to have access to confidential information may be required to sign special nondisclosure agreements and must treat the information as proprietary Company property for which they are personally responsible. Employees are prohibited from attempting to obtain confidential information for which they have not received authorization. Employees violating this policy will be subject to discipline, up to-and-including-termination, and may be subject to legal action.
- B. All media inquiries and other inquiries of a general nature should be referred to the Chief Operating Officer. In addition, all press releases, publications, speeches, or other official declarations must be approved in advance by the Chief Operating Officer. Further, questions about employee references or other information concerning current or former employees should be referred to the Human Resources Department.
- C. Employees should not discuss with the officers, directors, or employees of competing organizations any topic that might give the impression of an illegal agreement in restraint of trade. These prohibited topics include pricing agreements, customer allocation, and/or referral.
- D. Requests for former employee or tenant referrals should be directed to the Boise office and will be required to have appropriate written releases.

Substance Abuse Policy

This substance abuse policy has been established to help keep employees healthy, productive, and free of injury.

As managers of housing that is assisted by the Federal Government and whose agencies prescribe Drug Free Housing, we have an obligation to put forward a policy which supports a drug free workplace.

The unlawful use, manufacturing, distributing, dispensing, or possession of a controlled substance is prohibited in the workplace and will be grounds for immediate dismissal. Employees and others working on company premises are prohibited from reporting for work or from working with detectable levels of drugs or alcohol in their systems. Company premises include company offices, work locations, desks, lockers, parking lots, and vehicles.

An employee convicted under any criminal statute, including drug related, or an alcohol related felony or misdemeanor, must notify Syringa Property Management immediately. An employee whose job duties include the operation of a company owned vehicle must report any arrest for driving under the influence immediately.

Employee Safety

It is the policy of the Company to comply with all applicable federal, state, and local health and safety regulations and to provide a work environment as free as practicable from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by the Company or by federal, state, or local law.

Employee Assistance Program

Syringa Property Management offers an employee assistance program that is totally confidential and available to all employees and their immediate families. The EAP provides professional services to those employees whose job performance is, or may be, adversely affected by alcoholism, emotional difficulties, drug dependence, family discord, or other personal problems. Assistance is also available through our group insurance coverage.

.....

In consideration of my employment, I agree to conform to the rules and regulations of Syringa Property Management, Inc. I understand that my employment and compensation can be terminated with or without cause and with or without notice, at any time, at the option of the company or myself. I understand that no company manager or representative of the company, other than the president or vice president of the company,

has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing.

Employee's Name (Print): _____

Employee's Signature: _____ Date: _____

RESIDENT MANAGER JOB DESCRIPTION

Scope and Purpose

To be responsible, under the supervision of a property manager, for all phases of the operation of the property, including, but not limited to, the general administration and maintenance of the physical property; to direct and control all personnel and resources to the end that the property is maintained at all times in good physical condition with a stable fiscal operation; and to comply with all regulatory requirements of the lender.

Duties and responsibilities

I. SERVICING THE NEEDS OF THE RESIDENTS

- A. Ensure that residents are provided with a clean, safe well maintained community.
- B. Refer residents to appropriate social agencies, if needed.
- C. Receive and respond to tenant complaints.
- D. Receive and respond to requests for maintenance.
- E. Transmit company communication from management office to individual residents as necessary.

II. SET UP AND MAINTAIN REGULAR OFFICE HOURS DURING WHICH MOST OF THE DUTIES OF THE MANAGER ARE TO BE ACCOMPLISHED.

- A. Frequency and duration to be based upon needs of the development.
- B. Office hours to be approved by the property manager.
- C. Office hours to be posted at the development.

III. APPLICATION IN-TAKE AND LEASING

- A. Advertise vacancies as authorized by the property manager.
 - 1. A classified ad should be running when there are one or more vacancies.
 - 2. Place ad, if no waiting list, for upcoming vacancies if no ad is currently running.

- B. Answer phone, make and keep appointments to show property to prospective residents.
 - 1. Show property during office hours if possible, however, the rent up of the development is a primary responsibility. The manager is expected to be flexible enough to show apartments according to the needs of the prospective renter, when possible.
- C. Monitor the tenant population to keep current on up coming vacancies in an effort to re-rent with the shortest time possible between renters.
- D. Prepare, amend, and renew leases and accompanying paperwork.
- E. Monitor tenants for compliance with lease terms. Prepare initial violation notices and follow-up as needed.
- F. Request eviction notices and lease non-renewal notices as necessary.
- G. Work with legal counsel and appear in court as needed for evictions.
- H. Make special outreach to minorities and others least likely to apply for this housing (see affirmative fair housing section.)
- I. Report vacancies on prescribed forms as required.

IV. CERTIFICATION

- A. Keep apprised of Federal Housing regulations. Attend seminars as directed by property manager.
- B. Collect verifications of employment, income, assets and others as required in compliance with Federal instructions.
- C. Perform tenant certification prior to occupancy and re-certifications as required, at least annually according to the Federal instruction and company procedure.
- D. Complete project worksheet for rental assistance and utility reimbursement worksheet monthly.

V. RECORD KEEPING AND CASH ACCOUNTING

- A. Collect rent and other deposits and fees.

- B. Keep a rent journal, tenant ledgers and monthly tenant payment sheet as instructed.
- C. Make bank deposits and complete deposit records as requested.
- D. Keep complete maintenance records.
- E. Complete purchase orders as required and subject to authorization limits, make purchases accordingly. Transmit invoices and statements as required.
- F. Keep individual unit maintenance records up to date.

VI. MAINTENANCE

To be responsible for the hiring, supervising and discharging of maintenance and grounds personnel. To oversee and monitor all maintenance resources and activities.

- A. Manager Maintenance Responsibilities (included in salary):
 - 1. Hire outside contractors as needed.
 - 2. Coordinate warranty repairs as needed.
 - 3. Monitor maintenance workers and maintenance needs including snow removal.
 - 4. Schedule workers and complete paperwork to report maintenance, including that necessary to determine the security deposit refund.
 - 5. Schedule and perform move-out and periodic inspections to establish unit needs.
 - a. Order supplies as needed.

VII. MOVE-OUTS.

- A. Remove any debris or tenant belongings.
 - 1. Contact office to advise of any abandoned possessions. Follow State Abandoned property law.
 - a. Perform repairs as required.

- b. Clean if necessary.
- c. Complete appropriate paperwork to record work for maintenance records and security deposit refund.

VIII. COMMUNICATION

- A. Keep property manager informed of property on a weekly basis or as needed.
- B. Refer to property manager all maintenance needs above resident manager's authority.
- C. Meet with property manager, building owner, government representatives and others as needed.
- D. Air grievances and dissatisfactions with property manager.
- E. Be flexible.

IX. AFFIRMATIVE FAIR HOUSING

- A. By accepting this position the on-site manager agrees to:
 - 1. Market units in compliance with the Affirmative Housing Marketing Plan prepared for the development.
 - 2. Attract tenants of all minority groups and non-minority groups to the housing.
 - a. Assure that persons normally not likely to apply for the housing know about the housing feel welcome to apply and have the opportunity to rent.
 - b. Make community contacts to further inform minority groups of the housing.
 - 3. Make prominent use of the approved Equal Housing Opportunity logo, slogan or statement in all advertising done for the development.
 - 4. Not discriminate, or use as a tenant selection criteria, because of race, color, religion, sex, handicap, national origin or on the basis of marital status.

5. Display the Equal Housing Opportunity poster prominently in the common areas and the rental office.
6. Not use discriminatory practices in day-to-day management of the tenant population, i.e. unit transfers, evictions, tenant violations, etc.
7. Mail copies of newspaper and other ads to the management office for the permanent record.

MAINTENANCE PERSON JOB DESCRIPTION

SCOPE AND PURPOSE

To maintain the development in the best condition possible. To perform routine maintenance tasks, repairs of building, units and appliances, to maintain the grounds and to perform preventative maintenance.

DUTIES AND RESPONSIBILITIES

1. Maintain the grounds according to the direction of the on-site manager and the Property Manager.
 2. Perform maintenance tasks as directed by the on-site manager according to written work requests.
 3. Complete work requests as directed. Keep accurate records of time and material used.
 4. Inventory and store company tools and equipment. Clean and/or repair tools and equipment as needed.
 5. Maintain the security of the individual apartment units. Do not misuse master keys; return keys to manager as instructed.
 6. Maintain 1% inventory of most used repair parts. Order parts and supplies with the direction of the on-site manager.
 7. Order interior paint supplies as needed for the task. Properly clean painting equipment after each use.
 8. Coordinate repair efforts with outside professionals as required by the task.
-



APARTMENT INTERIOR INSPECTION

Move-In Inspection ☐ Move-Out Inspection ☐ Periodic Inspection ☐

DATE	
COMPLEX	
NAME	
APT #	# BEDROOMS

Exhibit C

	G	F	P	INSPECT	COMMENTS
	O	A	O		
	D	I	R		
HALLS				WALLS	
				FLOOR/CARPET	
				CLOSETS	
				DOORS & STOPS	
LIVING ROOMS				WALLS	
				FLOOR	
				DOORS & STOPS	
				WINDOWS & LOCKS	
KITCHEN				WINDOW COVERINGS	
				WALLS	
				FLOOR	
				COUNTER TOPS	
				SINKS/PLUMBING	
				RANGE/HOOD	
				DISPOSAL	
BEDROOMS				REFRIGERATOR	
				DISHWASHER	
				CABINETS	
				BEDROOM #1	#2 G F P #3 G F P #4 G F P COMMENTS
				WALLS	
				FLOOR	
				DOORS & STOPS	
BATHROOMS				WINDOW COVERINGS	
				WINDOWS & LOCKS	
				WALLS	
				FLOOR	
				COUNTER TOPS	
				DOORS & STOPS	
				SINKS/PLUMBING	
STORAGE ROOMS				TUB/ENCLOSURE	
				TOILET	
				WALLS & FLOOR	
SMOKE DETECTOR				DOORS & STOPS	
GENERAL				TELEPHONE/CABLE JACK	
				HEATERS	
				LIGHT BULBS & FIXTURES	
				SCREENS	
				KEYS (#)	
			LOCKS		

GOOD = No work needed.

FAIR = Good condition but needs minor fix/cleaning – notes required in comments section

POOR = Does not work/needs cleaning/or repairs – notes required in comments section

GENERAL COMMENTS:

Family Certification (must be signed and dated)

I certify that the foregoing report correctly represents the condition of the above-identified unit at move-in, and I understand I have 5 additional days to report any other deficiencies in my unit.

By signing this I certify that the unit is in safe, decent and sanitary condition.

Tenant _____ Date _____

Co-Tenant _____ Date _____

Owner's Certification (must be signed and dated)

I certify that the foregoing report correctly represents the condition of the above-identified unit. If this report discloses any deficiencies, I certify that they will be remedied within 30 days of the date this Tenant moves into this unit.

Signature of Owner _____ Date _____

"This institution is an equal opportunity provider and employer"

OCCUPANCY GUIDELINES

Tenants may select the unit size they deem appropriate to their need insofar as overcrowding by the household does not happen and underutilization of the unit does not occur.

No more than two persons should be required to occupy a bedroom.

IDEAL RANGE OF
PERSONS PER HOUSING
UNIT:

<u>NUMBER OF</u> <u>BEDROOMS</u>	<u>OCCUPANT DENSITY RANGE</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
0	1	1
1	1	2
2	1	4
3	2	6
4	3	8

SYRINGA PROPERTY MANAGEMENT, INC.

LEASE ADDENDUM FOR DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

1. Tenant, any member of the Tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]).
2. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Tenant.

DATE: _____

Tenant Signature Date

Owner/Owner Agent

Co-Tenant Signature Date

FOR ALL ADULT HOUSEHOLD MEMBERS TO SIGN

GRIEVANCE AND APPEAL PROCEDURE

The objective of Syringa Property Management, Inc. is to ensure the fair treatment of persons residing in multiple family projects while providing for an equitable manner by which we can operate, maintain and safeguard housing developments. The purpose of this document is to set forth a uniform procedure to address any dispute with the management or ownership actions, or failure to act, according to the lease or any pertinent regulation or law which results or may result in denial, significant reduction, or termination of benefits, other than eviction by judicial action pursuant to State or local law. The right to appeal shall extend to tenants or persons who seek admission to the development.

1. Reasons for grievance and appeal:

This procedure provides a means for a tenant or applicant to meet with the development management (who represents the owner) and to obtain a hearing if the tenant has a grievance. This opportunity relates to an owner or manager's action, or failure to act, in accordance with the lease agreement, and or regulations or laws. This may include:

- A. Failure to maintain the premises in such manner that provides decent, safe, and sanitary housing.
- B. Violation of lease covenants and rules.
- C. Modification of lease.
- D. A change in rules.
- E. Unauthorized rent changes or extra charges.
- F. Denial of rental assistance.
- G. Failure to make reasonable accommodations in the housing unit after a request by a person with a handicap or disability.
- H. Rejection of application for admission to occupancy or denial of application. This appeal right does not apply to those persons who are clearly not eligible for occupancy in the specific apartment development.

2. Settlement of grievances and appeals:

Applicants and Tenants and building owner or manager are encouraged to attempt to settle disputes through informal meetings without resorting to the hearing process described below.

If the adverse action cannot be resolved otherwise, the applicant/tenant shall personally present to the apartment manager or the property management office in writing within ten days after occurrence of the grievance or receipt of a notice of proposed adverse action a request for an informal meeting.

If requested, the property manager will meet with the applicant/tenant and apartment manager, either in person or via telephone conference, in an attempt to resolve the grievance. The meeting shall be informal and the property manager shall be responsible for keeping appropriate notes relative to the meeting. If the grievance is not resolved to the applicant's/tenant's satisfaction, the property manager shall prepare a summary of the problem, including the owner's/manager's position, the applicant's/tenant's position, and the results of the meeting within 10 days after the informal meeting.

3. Procedures for obtaining a hearing:

If the applicant or tenant desires a hearing, a written request for a hearing must be submitted to the owner/management agent within ten days after receipt of the summary of the informal meeting. The written request must specify:

- A. The reasons for the grievance or contest of the owner/manager's proposed action, and
- B. The specific action or relief sought.

In order to properly evaluate grievances and appeals the property manager and the tenant/applicant will select a mediator, or hearing officer. The mediator shall be an impartial, disinterested person selected jointly by the management and tenant/applicant. If the management and tenant/applicant can not agree on a mediator, they shall each appoint a member to a hearing panel and the members so selected shall select a third member.

4. Examination of records:

The property manager shall allow the tenant or applicant to have the opportunity, at a reasonable time before the hearing and, at the expense of the tenant/applicant, to examine and/or copy all documents, records, and regulations of the management which the management intends to use at the meeting, unless otherwise prohibited by law.

5. **Scheduling of hearing:**

A hearing shall be scheduled to be held within 15 days after receipt of the tenant's request for a hearing at a time and place mutually convenient to all parties. If the parties cannot agree on a meeting place or time, the hearing officer will designate the place and time.

If the applicant/tenant does not request a hearing within the time provided above, the management's disposition of the grievance or appeal will become final.

6. **Procedures governing the hearing:**

The hearing will be an informal proceeding before a hearing officer at which evidence may be received without regard to whether that evidence could be used in judicial proceedings.

The hearing will be structured so as to provide basic safeguards for both the management and the tenant including:

- A. The right of both parties to be represented by counsel or another person(s) chosen as their representative.
- B. The right of the applicant/tenant to a private hearing unless a public hearing is requested.
- C. The right of the applicant/tenant to present oral or written evidence and arguments in support of their grievance or appeal and to refute the evidence of all witnesses on whose testimony or information the management relies.
- D. The right of management to present oral or written evidence and arguments in support of the decision or to refute evidence relied upon by the applicant/tenant, and to confront and cross-examine all witnesses on whose testimony or information the tenant relies.
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The hearing officer shall require that the management, the applicant/tenant, counsel and other participants or spectators conduct themselves in an orderly manner. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings, or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

If the applicant/tenant (or his/her representative) fails to appear at a scheduled meeting, the hearing officer may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his or her right to a hearing. Both the applicant/tenant and the management shall be notified of the

determination of the hearing officer.

7. **Decision of the hearing officer:**

The hearing officer shall prepare a written decision, together with the reasons therefore, within 10 days after the hearing. The written decision must be specific as to the facts presented which were the basis upon which the decision was rendered. Copies of the decision must be sent to the management and the applicant/tenant.

The decision of the hearing officer shall be binding upon the parties to the hearing unless the parties to the hearing are notified within ten days that the decision violates any pertinent regulation or law governing the operation of the apartment development. If such a notification is made, the hearing officer shall amend the decision to comply with the regulation(s) within ten days of receipt of this notice. The decision of the hearing officer does not preclude either party's right thereafter to seek judicial relief through the courts.

Upon receipt of the written decision the management and tenant/applicant shall take the necessary action, or refrain from any actions, necessary to carry out the decision.



MISSION STATEMENT:

Syringa Property Management, Inc. (Syringa) is a real estate management company committed to the service of our clients (owners) and our customers (tenants). It is the goal of Syringa to provide the best possible housing environment for our tenants while fulfilling the goals of the owners.

Equal Employment Opportunity

Equal opportunity is the policy of Syringa Property Management, Inc. both in employment and housing.

All employees hired and promoted have been, and will continue to be, selected from all candidates on the basis of qualifications necessary to perform the job well. It is essential that we not discriminate against any person, employee, or job applicant on the basis of race, color, religion, sex, age, national origin, disability, or any other factor that does not pertain to the individual's ability to do the job.

This policy will apply to all recruiting, hiring, promotions, upgrades, layoffs, compensation, benefits, terminations, and all other privileges, terms, and conditions of employment.

At Will Employment

All employees of Syringa Property Management, Inc. are employed on a voluntary basis and both the employee and the company may terminate the relationship at any time. Neither party is bound by a contract, either express or implied, nor may either party terminate the employment without prior notice or obligation to the other party.

Housing

Some resident managers are provided with housing as a part of their compensation. These employees are not tenants of the housing development or of Syringa Property Management. This housing is provided as a part of the compensation package of the employee and must be relinquished within three days at the termination of employment.

Resident managers must complete an apartment inspection check-list upon occupying the residence. At the end of employment, the apartment must be returned in the same condition, normal wear and tear excepted. The former manager will be responsible for any cleaning or damages necessary at the time employment is terminated.

Paid Vacation

- A. **Vacation:** Vacation is defined as that period of time an employee requests and schedules in advance for leave pursuant to length of service of that employee. Full time employees (on-site managers of properties with 24 or more units, office workers, and maintenance personnel who work 35 hours per week or more) are eligible for one week paid vacation after twelve months of continuous employment. The vacation time increases to two weeks after twenty-four months of continuous employment, increases again at years 10 and 15.
- B. (1) The established vacation year is the calendar year, January 1 through December 31 each year. Vacations are accrued or earned based on the employee's length of service and on the time actually worked. In addition, unused vacation may not be carried over to the next year and normally must be taken in the year in which it is accrued.
- (2) Full-time employees will accrue paid vacation according to the following schedule (annual totals should be rounded to the nearest whole day):

<u>Service Period</u>	<u>Paid Vacation</u>
First Calendar Year	(.42) Days per Month Worked
Calendar Years 2 through 9	(.83) Days per Month (10 Days Maximum)
Calendar Years 10 through 14	1.25 Days per Month (15 Days Max.)
Calendar Years 15 and over	1.67) Days per Month (20 Days Max.)

- C. Employees may not take paid vacation until they actually have earned the vacation. Although vacation time is accrued, no vacation time is earned during the first year of employment. An employee whose employment is terminated during the first twelve months of employment has no earned accumulated vacation time and will not be compensated for any unused time.
- D. Vacation time is not cumulative. It is management's intention that vacation time be used during the year, unused vacation will not accumulate to the following year except when approved in advance by management. Otherwise, if it is not used during the calendar year, or during the term of employment, the benefit is lost. Employees whose position is eliminated or terminated after the vacation is accrued and earned, but prior to using it, will be paid for that time upon termination at the then current rate of pay.
- E. During each vacation accrual year, employees must work at least 90 percent of their normally scheduled time each month, not including time off for paid short-term absences, vacations, or holidays, in order for the month to count for vacation accrual purposes.
-

Employees on a leave of absence, other than a military leave of absence, are required to use all accrued paid vacation time as part of the leave, as specified in our FMLA policy. In addition, employees on a leave of absence will not accrue any new vacation time during any unpaid leave.

- F. Employees who are entitled to a vacation of two weeks or less may take their full vacation at one time. Those who are entitled to a vacation of more than two weeks normally may take only a maximum of two weeks consecutively, with the balance to be taken separately as full weeks or as individual days. Vacations of less than a full day generally will not be granted.
- G. Vacations must be scheduled well in advance and approved by the supervisor or property manager. On-site managers are asked, whenever possible, to refrain from taking vacation during the first ten days of the month. Arrangements for fill in personnel will be made by the on-site manager and approved by the property manager.
- H. Employees are discouraged from taking vacation during the last two weeks of the year.
- I. Employees may not receive vacation pay in lieu of time off. In addition, employees will not be paid for any unused vacation remaining at the end of the vacation year.
- J. If a paid holiday falls within an employee's vacation period, an additional day of vacation will be granted. This additional day may be taken at the beginning or end of the employee's vacation period or at another time during the vacation year, subject to the supervisor's approval. No allowance will be made for Paid Time Off, sickness or other compensable type of absence occurring during a scheduled vacation.

Paid Time Off

- A. Excellent attendance is an expectation of all employees of Syringa Property Management, Inc. Daily attendance is especially important for site managers whose customers and coworkers have the expectation of having the office open and the manager available. Emergency personal time is made available to employees for such unscheduled events as personal illness, immediate family member illness, and doctor appointments.
- B. Full Time Employees accrue 0.83 days, or 5.8 hours of emergency personal time per pay month, or 0.39 days per bi-weekly pay period. On an annual basis, this equates to the equivalent of 10 days, or 70 hours. Full Time Employees may use emergency personal time up to 70 hours. Employees are entitled to use their accumulated personal time after their first 90 days of employment. Absences during the first 90 days are not paid. If an employee leaves employment with a negative accrual balance, hours used, yet not accrued, will be subtracted from an

employee's final paycheck. Emergency personal time that is accrued but not used at the time an employee leaves will not be paid out.

Part-time or hourly employees are not eligible for Paid Time Off or for Paid Holidays or Vacation.

Emergency personal time off is not interchangeable with vacation time. Workers must inform their supervisor at the beginning of the workday if they will be unable to come to work due to illness or family emergency. An absence report must be filed with the Human Resources office in Boise to report absences. On-site managers must inform their immediate supervisor and/or the Boise office if they are unable to work. Partial days will be accounted for as sick leave/emergency leave in one-half hour increments.

- C. Bereavement: When a death occurs in an employee's immediate family, all regular full time employees may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. Immediate family is defined as mother, father, husband, wife or a child. An absence report must be filed with the Human Resources office in Boise to report this absence.
- D. Jury Duty: An employee who has been summoned to serve on a jury must inform his or her direct supervisor. Employees summoned to serve court-commanded jury duty will be granted leave to do so and will be paid their full salary. An absence report must be filed with the Human Resources office in Boise to report this absence.
- E. Absenteeism: Absence is the failure to report for work and to remain at work as scheduled. It includes late arrivals and early departures, as well as absence for the entire day. Your regular and punctual attendance is essential for efficient operations. You should be at your work station and ready to work at the start of the day at the time the office opens. If you know in advance that you are going to be absent or unavoidably late, telephone your supervisor as soon as possible. Failure to request advance approval or to report your absence as described above will result in the absence being recorded as unexcused.
- F. An employee who fails to call in for three successive days to report such absences may be considered to have voluntarily terminated employment with the company.

Family and Medical Leave Act of 1993:

This policy incorporates the major provisions of the Family and Medical Leave Act of 1993. Employees with 12 months employment and who have provided at least 1,250 hours of service during the 12 months before the leave are eligible to take up to 12 weeks of unpaid leave per year for these reasons:

- The birth or placement for adoption or foster care of a child
- The serious health condition of a spouse, child, or parent.
- An employee's own serious health condition.

These provisions apply equally to male and female employees. A father, as well as a mother, can take family leave because of the birth or serious health condition of a child. A son, as well as a daughter, is eligible for leave to care for a parent.

Employees will be required to use their paid vacation or personal or sick leave for any part of the 12-week mandated period. The company will provide only enough unpaid leave to total 12 weeks. Certification of need, notification, and other components of the FMLA policy are available on request.

Holidays

- A. It is the policy of Syringa Property Management, Inc. to designate and observe certain days each year as holidays. Eligible employees will be given a day off with pay for each holiday observed.
- B. The schedule of holidays the Company will observe during each calendar year will be published by the Human Resources Manager before the beginning of the year.
- C. Full-time employees are eligible to receive their regular rate of pay for each observed holiday. Part-time employees are not eligible to receive holiday pay.
- D. The Company recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days that are not included in the Company's regular holiday schedule. Accordingly, employees who would like to take a day off for those reasons may do so if it will not unduly disrupt the Company's business and if the employee's supervisor approves. Employees may use accumulated days of paid absence, or they may take the time off as an unpaid, excused absence.

Simple Retirement Plan

Those employees receiving at least \$5,000 in compensation during any two consecutive years of employment will be eligible to participate in our retirement plan. These employees make an election annually as to an amount of their salary they wish to contribute to the plan. A matching contribution equal to 100% of your salary savings contribution, up to 3% of your total annual compensation, will be made by the company. Those employees interested in the retirement plan may request more specific information from the Human Resources Department.

Insurance

Full time employees are eligible for the group life and health insurance plan after ninety days of continuous employment. Employees may elect not to enroll in the group plan. No additional compensation will be made to those employees who elect not to participate in the group plan. Dependent coverage and dental coverage is available to eligible employees at the cost of the employee.

All employees are covered by worker's compensation insurance.

Dress Code

Site managers and maintenance personnel should always project a professional image by dressing appropriately. Managers should wear neat, clean, well pressed clothing that is compatible with what other business people in the community wear. Maintenance personnel should also be neat and presentable and dressed according to the work that is to be done. Maintenance personnel should not wear shorts, especially when using power equipment, mowers, trimmers, etc. Protective eye gear must be worn when using power equipment. Employees who are dressed inappropriately for their work may be required to change their attire.

Employees are expected to maintain their personal grooming and hygiene at a level that avoids infringing on their co-workers and which observes customs and standards relating to a professional business environment.

Smoking

Smoking will be strictly prohibited within the management office, site management office, hallways, waiting rooms, restrooms, and all interior community areas. This policy applies to all employees, clients, customers, tenants, contractors, and visitors.

Productive Work Environment

It is the policy of the Company to promote a productive work environment and not to tolerate verbal or physical conduct by any employee that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment.

- A. Employees are expected to maintain a productive work environment that is free from harassing or disruptive activity. No form of harassment will be tolerated, including harassment for the following reasons: race, color, national origin, religion, disability, sex, pregnancy or parental status, age, military status, sexual orientation, genetic information, or political beliefs.
- B. Any offensive conduct, directed at individuals because of their race, color, national origin, religion, disability, sex, pregnancy or parental status, age, military status, sexual orientation, genetic information, or political beliefs also is prohibited.

- C. Any employee who believes that a supervisor's, manager's, other employee's, or nonemployee's actions or words constitute unwelcome harassment has a responsibility to report or complain about the situation as soon as possible. The report or complaint should be made to the employee's supervisor; or to the department head or Human Resources Manager if the complaint involves the supervisor or manager.

Sexual Harassment

Syringa Property Management, Inc. believes that each individual we employ or house has the right to be free from harassment for any reason, whether because of age, color, creed, national origin, or any other factor, especially sex. Sexual harassment is defined as including:

- Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
- Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive personal references;
- Demeaning, insulting, intimidating, or sexually suggestive comments about an individual;
- The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs;
- Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages (such as e-mail, instant messaging, and Internet materials).

It cannot be stressed enough that this company will not tolerate any form of sexual harassment. Should you feel you are being harassed, please follow these guidelines to help us remedy the problem.

Harassment by other employees should be brought to the attention of your supervisor. The supervisor will investigate the matter, and if the allegation is sustained, the responsible employee will be disciplined, up to and including discharge. A second proven charge of sexual harassment against any employee will result in immediate discharge.

Should you feel that your supervisor has not investigated the matter to your satisfaction, contact the Human Resources manager immediately.

Should the harassment originate from your supervisor, you are to contact the Human Resources manager immediately.

Grievances

Just as our tenants have an appeal procedure, a policy exists for employee grievances and complaints. Syringa Property Management believes in an open communication policy. Employees who have complaints or disagreements are encouraged to try to resolve these problems by discussing them frankly with their supervisors. At the same time, Syringa recognizes that not all problems can be resolved in this manner, and employees may sometimes be reluctant to approach their supervisors.

An employee who has a problem is responsible for reporting it either to the immediate supervisor or to the Human Resources manager. There should be no fear of retaliation at any stage of this process. The supervisor or Human Resources representative will attempt to reach a solution through a thorough discussion of the problem with the employee.

If there is no solution at this level, the employee should prepare a written statement of the problem and submit it to the company president. The president will personally investigate the problem, discuss the matter with all involved, and make a decision as to the disposition of the matter.

Note: An employee can be discharged at any time, without regard to the preceding steps, if he/she commits an offense for which immediate discharge is specified or if the employee's continued presence would be contrary to the well-being of the company or any of its employees.

Personal Use of Company Property

The management company's or the apartment development's property, personnel, and other resources are not available for employee personal use. This includes but is not limited to telephones, postage and postage meters, photocopiers, fax machines, office supplies, maintenance supplies and replacement parts, tools and equipment, computer hardware and software, and company vehicles (unless the vehicle is a part of a compensation package).

Company Automobiles

Syringa Property Management owns or may own automobiles for the use of its employees who are required to travel as part of their job. Company vehicles may only be used in the performance of the job, unless otherwise agreed, and to and from the workplace. Company Vehicles are not to be used for personal travel, vacations, or other personal use unless provision of the vehicle is a part of the employee compensation package.

Employees may never operate a company vehicle with any detectable level of alcohol or drugs. The employee may never grant permission to drive a company vehicle to any one not employed by Syringa Property Management, including members of the employee's immediate family.

All employees who operate company vehicle must have a valid driver's license in order to use the company vehicle.

Use of Communication Systems

It is the policy of the Company to provide or contract for the communications services and equipment necessary to promote the efficient conduct of its business.

- A. Communications services and equipment include mail, electronic mail ("e-mail"), instant messaging, courier services, facsimiles, telephone systems, personal computers, computer networks, on-line services, Internet connections, Intranets, computer files, telex systems, video equipment and tapes, tape recorders and recordings, pagers, cellular phones, voice mail, and bulletin boards.
- B. All Company communications services and equipment, including the messages transmitted or stored by them, are the sole property of the Company. Accordingly, the Company may access and monitor employee communications and files as it considers appropriate.
- C. On-line services and the Internet may be accessed only by employees specifically authorized by the Company. Authorized employees will be issued passwords for company owned equipment. Under no circumstances may employees install passwords on communication equipment, computer hardware, or software without prior authorization and must disclose all passwords to the Company and their supervisors. Employees should not share the passwords with other employees. Employees' on-line use should be limited to work-related activities, except as allowed in item E. below. In addition, employees should not duplicate or download from the Internet or from an e-mail any software or other materials (such as documents, photographs, and music and video files) that are copyrighted, patented, trademarked, or otherwise identified as intellectual property without express permission from the owner of the material. When appropriate Internet material or e-mail files are downloaded, they should be scanned using the Company's antivirus software.
- D. Employees should not use e-mail, instant messaging services, facsimiles, cellular telephones, or any other insecure communication system to communicate confidential, proprietary, or trade secret information.
- E. Incidental personal use by employees of the Company communications services and equipment is allowed as long as the use does not interfere with the employee's work or the Company's operations and does not violate any Company policies. Whenever possible, personal communications that incur user charges should be placed on a collect basis or charged directly to the employee's personal credit card or account. Company communications property or equipment may not be removed from the premises without written authorization from the employee's supervisor. In addition, employees should keep use of personal cell phones or other personal handheld communication devices to a minimum so that their use does not interfere with the employee's work or the Company's operations.

- F. Employees should ensure that no personal correspondence appears to be an official communication of the Company since employees may be perceived as representatives of the Company and, therefore, damage or create liability for the Company. All outgoing messages, whether by mail, facsimile, e-mail, Internet transmission, or any other means, should be accurate, appropriate, and work-related. Employees may not use the Company's address for receiving personal mail or use Company stationery or postage for personal letters. In addition, personalized Company stationery and business cards may be issued only by the Company.
- G. Under no circumstances are employees or tenants allowed to make personal long distance calls on company telephone equipment or to use company owned cell phones for personal use.

Confidential Nature of Company Affairs

It is the policy of the Company that the internal business affairs of the organization, particularly confidential information obtained concerning tenants personal information, company procedure and trade secrets represent Company assets that each employee has a continuing obligation to protect.

Information designated as confidential may not be discussed with anyone outside the organization and may be discussed within the organization only on a "need to know" basis. In addition, employees have a responsibility to avoid unnecessary disclosure of nonconfidential internal information about the Company, its customers, and its suppliers. However, this employee responsibility to safeguard internal Company affairs is not intended to impede normal business communications and relationships.

- A. Employees authorized to have access to confidential information may be required to sign special nondisclosure agreements and must treat the information as proprietary Company property for which they are personally responsible. Employees are prohibited from attempting to obtain confidential information for which they have not received authorization. Employees violating this policy will be subject to discipline, up to-and-including-termination, and may be subject to legal action.
- B. All media inquiries and other inquiries of a general nature should be referred to the Chief Operating Officer. In addition, all press releases, publications, speeches, or other official declarations must be approved in advance by the Chief Operating Officer. Further, questions about employee references or other information concerning current or former employees should be referred to the Human Resources Department.
- C. Employees should not discuss with the officers, directors, or employees of competing organizations any topic that might give the impression of an illegal agreement in restraint of trade. These prohibited topics include pricing agreements, customer allocation, and/or referral.
- D. Requests for former employee or tenant referrals should be directed to the Boise office and will be required to have appropriate written releases.

Substance Abuse Policy

This substance abuse policy has been established to help keep employees healthy, productive, and free of injury.

As managers of housing that is assisted by the Federal Government and whose agencies prescribe Drug Free Housing, we have an obligation to put forward a policy which supports a drug free workplace.

The unlawful use, manufacturing, distributing, dispensing, or possession of a controlled substance is prohibited in the workplace and will be grounds for immediate dismissal. Employees and others working on company premises are prohibited from reporting for work or from working with detectable levels of drugs or alcohol in their systems. Company premises include company offices, work locations, desks, lockers, parking lots, and vehicles.

An employee convicted under any criminal statute, including drug related, or an alcohol related felony or misdemeanor, must notify Syringa Property Management immediately. An employee whose job duties include the operation of a company owned vehicle must report any arrest for driving under the influence immediately.

Employee Safety

It is the policy of the Company to comply with all applicable federal, state, and local health and safety regulations and to provide a work environment as free as practicable from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by the Company or by federal, state, or local law.

Employee Assistance Program

Syringa Property Management offers an employee assistance program that is totally confidential and available to all employees and their immediate families. The EAP provides professional services to those employees whose job performance is, or may be, adversely affected by alcoholism, emotional difficulties, drug dependence, family discord, or other personal problems. Assistance is also available through our group insurance coverage.

.....

In consideration of my employment, I agree to conform to the rules and regulations of Syringa Property Management, Inc. I understand that my employment and compensation can be terminated with or without cause and with or without notice, at any time, at the option of the company or myself. I understand that no company manager or representative of the company, other than the president or vice president of the company,

has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing.

Employee's Name (Print): _____

Employee's Signature: _____ Date: _____

RESIDENT MANAGER JOB DESCRIPTION

Scope and Purpose

To be responsible, under the supervision of a property manager, for all phases of the operation of the property, including, but not limited to, the general administration and maintenance of the physical property; to direct and control all personnel and resources to the end that the property is maintained at all times in good physical condition with a stable fiscal operation; and to comply with all regulatory requirements of the lender.

Duties and responsibilities

I. SERVICING THE NEEDS OF THE RESIDENTS

- A. Ensure that residents are provided with a clean, safe well maintained community.
- B. Refer residents to appropriate social agencies, if needed.
- C. Receive and respond to tenant complaints.
- D. Receive and respond to requests for maintenance.
- E. Transmit company communication from management office to individual residents as necessary.

II. SET UP AND MAINTAIN REGULAR OFFICE HOURS DURING WHICH MOST OF THE DUTIES OF THE MANAGER ARE TO BE ACCOMPLISHED.

- A. Frequency and duration to be based upon needs of the development.
- B. Office hours to be approved by the property manager.
- C. Office hours to be posted at the development.

III. APPLICATION IN-TAKE AND LEASING

- A. Advertise vacancies as authorized by the property manager.
 - 1. A classified ad should be running when there are one or more vacancies.
 - 2. Place ad, if no waiting list, for upcoming vacancies if no ad is currently running.

- B. Answer phone, make and keep appointments to show property to prospective residents.
 - 1. Show property during office hours if possible, however, the rent up of the development is a primary responsibility. The manager is expected to be flexible enough to show apartments according to the needs of the prospective renter, when possible.
- C. Monitor the tenant population to keep current on up coming vacancies in an effort to re-rent with the shortest time possible between renters.
- D. Prepare, amend, and renew leases and accompanying paperwork.
- E. Monitor tenants for compliance with lease terms. Prepare initial violation notices and follow-up as needed.
- F. Request eviction notices and lease non-renewal notices as necessary.
- G. Work with legal counsel and appear in court as needed for evictions.
- H. Make special outreach to minorities and others least likely to apply for this housing (see affirmative fair housing section.)
- I. Report vacancies on prescribed forms as required.

IV. CERTIFICATION

- A. Keep apprised of Federal Housing regulations. Attend seminars as directed by property manager.
- B. Collect verifications of employment, income, assets and others as required in compliance with Federal instructions.
- C. Perform tenant certification prior to occupancy and re-certifications as required, at least annually according to the Federal instruction and company procedure.
- D. Complete project worksheet for rental assistance and utility reimbursement worksheet monthly.

V. RECORD KEEPING AND CASH ACCOUNTING

- A. Collect rent and other deposits and fees.

- B. Keep a rent journal, tenant ledgers and monthly tenant payment sheet as instructed.
- C. Make bank deposits and complete deposit records as requested.
- D. Keep complete maintenance records.
- E. Complete purchase orders as required and subject to authorization limits, make purchases accordingly. Transmit invoices and statements as required.
- F. Keep individual unit maintenance records up to date.

VI. MAINTENANCE

To be responsible for the hiring, supervising and discharging of maintenance and grounds personnel. To oversee and monitor all maintenance resources and activities.

- A. Manager Maintenance Responsibilities (included in salary):
 - 1. Hire outside contractors as needed.
 - 2. Coordinate warranty repairs as needed.
 - 3. Monitor maintenance workers and maintenance needs including snow removal.
 - 4. Schedule workers and complete paperwork to report maintenance, including that necessary to determine the security deposit refund.
 - 5. Schedule and perform move-out and periodic inspections to establish unit needs.
 - a. Order supplies as needed.

VII. MOVE-OUTS.

- A. Remove any debris or tenant belongings.
 - 1. Contact office to advise of any abandoned possessions. Follow State Abandoned property law.
 - a. Perform repairs as required.

- b. Clean if necessary.
- c. Complete appropriate paperwork to record work for maintenance records and security deposit refund.

VIII. COMMUNICATION

- A. Keep property manager informed of property on a weekly basis or as needed.
- B. Refer to property manager all maintenance needs above resident manager's authority.
- C. Meet with property manager, building owner, government representatives and others as needed.
- D. Air grievances and dissatisfactions with property manager.
- E. Be flexible.

IX. AFFIRMATIVE FAIR HOUSING

- A. By accepting this position the on-site manager agrees to:
 - 1. Market units in compliance with the Affirmative Housing Marketing Plan prepared for the development.
 - 2. Attract tenants of all minority groups and non-minority groups to the housing.
 - a. Assure that persons normally not likely to apply for the housing know about the housing feel welcome to apply and have the opportunity to rent.
 - b. Make community contacts to further inform minority groups of the housing.
 - 3. Make prominent use of the approved Equal Housing Opportunity logo, slogan or statement in all advertising done for the development.
 - 4. Not discriminate, or use as a tenant selection criteria, because of race, color, religion, sex, handicap, national origin or on the basis of marital status.

5. Display the Equal Housing Opportunity poster prominently in the common areas and the rental office.
6. Not use discriminatory practices in day-to-day management of the tenant population, i.e. unit transfers, evictions, tenant violations, etc.
7. Mail copies of newspaper and other ads to the management office for the permanent record.

MAINTENANCE PERSON JOB DESCRIPTION

SCOPE AND PURPOSE

To maintain the development in the best condition possible. To perform routine maintenance tasks, repairs of building, units and appliances, to maintain the grounds and to perform preventative maintenance.

DUTIES AND RESPONSIBILITIES

1. Maintain the grounds according to the direction of the on-site manager and the Property Manager.
 2. Perform maintenance tasks as directed by the on-site manager according to written work requests.
 3. Complete work requests as directed. Keep accurate records of time and material used.
 4. Inventory and store company tools and equipment. Clean and/or repair tools and equipment as needed.
 5. Maintain the security of the individual apartment units. Do not misuse master keys; return keys to manager as instructed.
 6. Maintain 1% inventory of most used repair parts. Order parts and supplies with the direction of the on-site manager.
 7. Order interior paint supplies as needed for the task. Properly clean painting equipment after each use.
 8. Coordinate repair efforts with outside professionals as required by the task.
-



APARTMENT INTERIOR INSPECTION

Move-In Inspection ☐ Move-Out Inspection ☐ Periodic Inspection ☐

DATE	
COMPLEX	
NAME	
APT #	# BEDROOMS

Exhibit C

	GOOD	FAIR	POOR	INSPECT	COMMENTS
HALLS				WALLS	
				FLOOR/CARPET	
				CLOSETS	
				DOORS & STOPS	
LIVING ROOMS				WALLS	
				FLOOR	
				DOORS & STOPS	
				WINDOWS & LOCKS	
KITCHEN				WINDOW COVERINGS	
				WALLS	
				FLOOR	
				COUNTER TOPS	
				SINKS/PLUMBING	
				RANGE/HOOD	
				DISPOSAL	
BEDROOMS				REFRIGERATOR	
				DISHWASHER	
				CABINETS	
				BEDROOM #1	
				BEDROOM #2	
BATHROOMS				WALLS	
				FLOOR	
				DOORS & STOPS	
				WINDOW COVERINGS	
				WINDOWS & LOCKS	
STORAGE ROOMS				WALLS	
				FLOOR	
				COUNTER TOPS	
				DOORS & STOPS	
				SINKS/PLUMBING	
SMOKE DETECTOR				TUB/ENCLOSURE	
				TOILET	
GENERAL				WALLS & FLOOR	
				DOORS & STOPS	
				TELEPHONE/CABLE JACK	
				HEATERS	
				LIGHT BULBS & FIXTURES	
			SCREENS		
			KEYS (#)		
			LOCKS		

GOOD = No work needed.

FAIR = Good condition but needs minor fix/cleaning – notes required in comments section

POOR = Does not work/needs cleaning/or repairs – notes required in comments section

GENERAL COMMENTS:

Family Certification (must be signed and dated)

I certify that the foregoing report correctly represents the condition of the above-identified unit at move-in, and I understand I have 5 additional days to report any other deficiencies in my unit.

By signing this I certify that the unit is in safe, decent and sanitary condition.

Tenant _____ Date _____

Co-Tenant _____ Date _____

Owner's Certification (must be signed and dated)

I certify that the foregoing report correctly represents the condition of the above-identified unit. If this report discloses any deficiencies, I certify that they will be remedied within 30 days of the date this Tenant moves into this unit.

Signature of Owner _____ Date _____

"This institution is an equal opportunity provider and employer"

OCCUPANCY GUIDELINES

Tenants may select the unit size they deem appropriate to their need insofar as overcrowding by the household does not happen and underutilization of the unit does not occur.

No more than two persons should be required to occupy a bedroom.

IDEAL RANGE OF
PERSONS PER HOUSING
UNIT:

<u>NUMBER OF</u> <u>BEDROOMS</u>	<u>OCCUPANT DENSITY RANGE</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
0	1	1
1	1	2
2	1	4
3	2	6
4	3	8

SYRINGA PROPERTY MANAGEMENT, INC.

LEASE ADDENDUM FOR DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

1. Tenant, any member of the Tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]).
2. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Tenant.

DATE: _____

Tenant Signature Date

Owner/Owner Agent

Co-Tenant Signature Date

FOR ALL ADULT HOUSEHOLD MEMBERS TO SIGN

GRIEVANCE AND APPEAL PROCEDURE

The objective of Syringa Property Management, Inc. is to ensure the fair treatment of persons residing in multiple family projects while providing for an equitable manner by which we can operate, maintain and safeguard housing developments. The purpose of this document is to set forth a uniform procedure to address any dispute with the management or ownership actions, or failure to act, according to the lease or any pertinent regulation or law which results or may result in denial, significant reduction, or termination of benefits, other than eviction by judicial action pursuant to State or local law. The right to appeal shall extend to tenants or persons who seek admission to the development.

1. Reasons for grievance and appeal:

This procedure provides a means for a tenant or applicant to meet with the development management (who represents the owner) and to obtain a hearing if the tenant has a grievance. This opportunity relates to an owner or manager's action, or failure to act, in accordance with the lease agreement, and or regulations or laws. This may include:

- A. Failure to maintain the premises in such manner that provides decent, safe, and sanitary housing.
- B. Violation of lease covenants and rules.
- C. Modification of lease.
- D. A change in rules.
- E. Unauthorized rent changes or extra charges.
- F. Denial of rental assistance.
- G. Failure to make reasonable accommodations in the housing unit after a request by a person with a handicap or disability.
- H. Rejection of application for admission to occupancy or denial of application. This appeal right does not apply to those persons who are clearly not eligible for occupancy in the specific apartment development.

2. Settlement of grievances and appeals:

Applicants and Tenants and building owner or manager are encouraged to attempt to settle disputes through informal meetings without resorting to the hearing process described below.

If the adverse action cannot be resolved otherwise, the applicant/tenant shall personally present to the apartment manager or the property management office in writing within ten days after occurrence of the grievance or receipt of a notice of proposed adverse action a request for an informal meeting.

If requested, the property manager will meet with the applicant/tenant and apartment manager, either in person or via telephone conference, in an attempt to resolve the grievance. The meeting shall be informal and the property manager shall be responsible for keeping appropriate notes relative to the meeting. If the grievance is not resolved to the applicant's/tenant's satisfaction, the property manager shall prepare a summary of the problem, including the owner's/manager's position, the applicant's/tenant's position, and the results of the meeting within 10 days after the informal meeting.

3. Procedures for obtaining a hearing:

If the applicant or tenant desires a hearing, a written request for a hearing must be submitted to the owner/management agent within ten days after receipt of the summary of the informal meeting. The written request must specify:

- A. The reasons for the grievance or contest of the owner/manager's proposed action, and
- B. The specific action or relief sought.

In order to properly evaluate grievances and appeals the property manager and the tenant/applicant will select a mediator, or hearing officer. The mediator shall be an impartial, disinterested person selected jointly by the management and tenant/applicant. If the management and tenant/applicant can not agree on a mediator, they shall each appoint a member to a hearing panel and the members so selected shall select a third member.

4. Examination of records:

The property manager shall allow the tenant or applicant to have the opportunity, at a reasonable time before the hearing and, at the expense of the tenant/applicant, to examine and/or copy all documents, records, and regulations of the management which the management intends to use at the meeting, unless otherwise prohibited by law.

5. **Scheduling of hearing:**

A hearing shall be scheduled to be held within 15 days after receipt of the tenant's request for a hearing at a time and place mutually convenient to all parties. If the parties cannot agree on a meeting place or time, the hearing officer will designate the place and time.

If the applicant/tenant does not request a hearing within the time provided above, the management's disposition of the grievance or appeal will become final.

6. **Procedures governing the hearing:**

The hearing will be an informal proceeding before a hearing officer at which evidence may be received without regard to whether that evidence could be used in judicial proceedings.

The hearing will be structured so as to provide basic safeguards for both the management and the tenant including:

- A. The right of both parties to be represented by counsel or another person(s) chosen as their representative.
- B. The right of the applicant/tenant to a private hearing unless a public hearing is requested.
- C. The right of the applicant/tenant to present oral or written evidence and arguments in support of their grievance or appeal and to refute the evidence of all witnesses on whose testimony or information the management relies.
- D. The right of management to present oral or written evidence and arguments in support of the decision or to refute evidence relied upon by the applicant/tenant, and to confront and cross-examine all witnesses on whose testimony or information the tenant relies.
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The hearing officer shall require that the management, the applicant/tenant, counsel and other participants or spectators conduct themselves in an orderly manner. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings, or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

If the applicant/tenant (or his/her representative) fails to appear at a scheduled meeting, the hearing officer may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his or her right to a hearing. Both the applicant/tenant and the management shall be notified of the

determination of the hearing officer.

7. **Decision of the hearing officer:**

The hearing officer shall prepare a written decision, together with the reasons therefore, within 10 days after the hearing. The written decision must be specific as to the facts presented which were the basis upon which the decision was rendered. Copies of the decision must be sent to the management and the applicant/tenant.

The decision of the hearing officer shall be binding upon the parties to the hearing unless the parties to the hearing are notified within ten days that the decision violates any pertinent regulation or law governing the operation of the apartment development. If such a notification is made, the hearing officer shall amend the decision to comply with the regulation(s) within ten days of receipt of this notice. The decision of the hearing officer does not preclude either party's right thereafter to seek judicial relief through the courts.

Upon receipt of the written decision the management and tenant/applicant shall take the necessary action, or refrain from any actions, necessary to carry out the decision.

HOUSING MANAGEMENT AGREEMENT

This Agreement is made this 17th day of May, 2016, between the City of Coeur d'Alene (the "Owner") and Syringa Property Management, Inc. (the "Agent"). In consideration of the mutual covenants hereinafter set forth, the Owner and the Agent agree as follows:

ARTICLE I GENERAL INFORMATION

Section 1.01 Appointment and Acceptance. The Owner hereby appoints the Agent as exclusive agent for the management of the property described in Section 1.02 of this Agreement, and the Agent hereby accepts the appointment, on the basis of the terms and conditions set forth herein. Notwithstanding the authority given the Agent in this Agreement, the Agent agrees to confer fully and freely with the Owner in connection with the performance of the Agent's duties hereunder.

Section 1.02 Description of Property. The property to be managed under this Agreement is a housing development (the "Development"), consisting of real property with one or more buildings, and improvements, appurtenances, and equipment. The Development is more fully described as follows:

Development Name:	<u>Homestead Apartments</u>
Development Address:	<u>106 Homestead Avenue, Coeur D' Alene, Idaho 83815</u>
County:	<u>Kootenai</u>
Number of Dwelling Units:	<u>7</u>

Section 1.03 Regulatory Provisions: The Owner and the Agent hereby recognize that the Owner is required to comply with specific rules and regulations of IRS Section 42, Low Income Housing Tax Credit ("Section 42") and the HOME program. The Agent further fully understands that the operation and marketing of the Development is subject to an Affirmative Fair Housing Marketing Plan and that a portion or all of the dwelling units in the Development will be subject to Low Income Housing Tax Credit (LIHTC) requirements, including gross income limits and rent restrictions. In the performance of its duties hereunder, the Agent agrees to comply with the provisions of LIHTC, and the policies, procedures, rules and regulations of the agency responsible for oversight of LIHTC, all as amended from time to time. The Owner shall not amend, modify, or terminate this management agreement without the express, written consent of Idaho Housing and Finance Association.

ARTICLE II GENERAL FUNCTIONS OF AGENT

Section 2.01 Inspection Prior to Occupancy: Prior to occupancy of any unit by a family, the Owner or Agent and the family shall inspect the unit and both shall certify that they have inspected the unit and have determined it to be decent, safe, and sanitary in accordance with the criteria provided in the prescribed forms. Copies of these reports shall be kept by the Owner or Agent for at least three years.

Section 2.02 Social Services Program: The Agent shall be responsible for carrying out social services programs, pursuant to the Low-Income Housing Tax Credit Regulatory Agreement (attached as

Exhibit A) and the specific direction of the Owner, and subject to the provision of adequate funds. The Agent shall use its best efforts to maintain amicable relations with the residents of the Development and shall assist them, if requested, in forming and maintaining representative organizations.

Section 2.03 On-Site Management: The Agent shall maintain a management office in the Development and, to the extent provided in the operating budget, staff the Development with an on-site manager. Compensation of the on-site manager, including fringe benefits and employer overhead costs, shall be an operating cost of the Development.

Section 2.04 Confer with Owner: The Agent agrees to keep itself informed with respect to the policies and regulations of the program and to confer fully and freely with the Owner in the performance of its duties.

Section 2.05 Meeting with Owner: The Agent agrees to cause an officer of the Agent to attend meetings with the Owner at a time requested by the Owner.

Section 2.06 Insurance: The Owner will inform the Agent of insurance to be carried with respect to the Development and its operations, and the Agent will cause such insurance to be placed and kept in force at all times with such companies, on such conditions, in such amounts, and with such beneficial interest appearing thereon as shall be acceptable to the Owner. Insurance premiums for the Development will be paid by the Owner.

The Agent shall investigate all accidents, claims, and potential claims for damages relating to the Development and shall cooperate with the Owner and insurers in connection with any claims.

Section 2.07 Fair Housing: The Agent shall comply with the provisions of all Federal, State, and local laws prohibiting discrimination in housing on the grounds of race, color, creed, national origin, sex, familial status, and handicap including, without limitations, Executive Order 11063, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, regulations and orders issued pursuant thereto, and any amendments and superseding legislation, regulations, or orders. Additionally, the Agent agrees to comply with City of Coeur d'Alene Municipal Code Chapter 9.56 entitled "Discrimination in Housing, Employment, and Public Accommodation Prohibited" (attached as Exhibit B.) This Agreement may be terminated or suspended in whole or in part by the Owner a finding by the Owner that the Agent has not complied with nondiscrimination provisions.

Section 2.08 Marketing: The Agent shall market the rental units according to the Affirmative Fair Housing Marketing Plan, if required, and will maintain records of the marketing activity for compliance review.

ARTICLE III RENTALS

Section 3.01 Rentals: The Agent shall use its best efforts to rent the dwelling units, commercial areas, and other facilities and concessions in the Development.

Section 3.02 Applications: The Agent shall take and process applications for rentals. If an applicant is rejected, the Agent shall inform the applicant in writing the reason for the rejection. The source of the information upon which the rejection has been based shall be revealed to the applicant. The applicant shall be informed of his right to appeal the decision. The Agent shall maintain a current list of prospective tenants and shall, at all times, make selections according to the current resident selection policy.

Section 3.03 Resident Selection Policy:

- A. The Agent shall show the premises to prospective residents and shall follow the resident selection policy.
- B. Admission to the Development shall be limited to persons whose incomes do not exceed the limits prescribed by HUD according to the development plan.

Section 3.04 Lease Forms:

- A. The Agent shall prepare all leases for dwelling units, leases for commercial facilities, permits for parking spaces, and licenses or other agreements with concessionaires and shall execute such documents in its name, identified as Agent of the Owner.
- B. The Agent shall prepare all leases for dwelling units on forms approved by the Owner.
- C. The Agent shall not allow subleasing.
- D. Full compliance by the residents with the terms and conditions of their respective leases shall be secured. The Agent shall see that all residents are informed with respect to such rules, regulations, and notices as may be promulgated by the Owner.

Section 3.05: Rent Schedules: The Agent shall advise all prospective residents regarding eligibility, pursuant to selection criteria, for rents less than market rents. The Agent shall prepare and verify eligibility certifications and recertifications of income and allowances in accordance with the LIHTC program requirements.

ARTICLE IV COLLECTION AND DEPOSITS OF RENTS

Section 4.01 Operating Account: The Agent shall collect when due all rents, fees, and other charges receivable in connection with the management and operation of the Development. Such receipts shall be deposited in an account, separate from all other accounts and funds of the Agent, with a bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC). The account shall be designated "Homestead Apartments" operating Account.

Section 4.02 Security Deposit Account:

- A. The Agent shall collect, deposit, and disburse resident's security deposits in accordance with the terms of the respective leases and in accordance with State Law.
- B. Residents' security deposits shall be deposited in an account, separate from all other accounts and funds of the Agent, with a bank or other financial institution whose deposits are insured by the Federal Deposit Insurance Corporation. Interest earned on the security deposits, if any, will accrue to the benefit of the Development.
- C. The Agent shall cause the amount of the Security Deposit Account to equal or exceed at all times the aggregate of all outstanding obligations by the Owner with respect to security deposits.

Section 4.03 Enforcement of Leases:

- A. The Agent shall secure full compliance by each resident with the terms of the lease.
- B. Voluntary compliance shall be emphasized, and the Agent shall make referrals to community agencies in cases of financial hardship or under other circumstances deemed appropriate by the Agent, so that involuntary termination of tenancies may be avoided to the maximum extent consistent with sound management of the Development. The Agent will not, however, tolerate willful evasion of payment of rent.
- C. Subject to the approved procedures, the Agent may lawfully terminate any tenancy when, in the Agent's judgment, it can demonstrate and show good cause under the terms of the resident's lease.
- D. The Agent is authorized to consult with legal counsel designated by the Owner to bring actions for eviction, and to execute notices to vacate and commence appropriate judicial proceedings; provided, however, that the Agent shall keep the Owner informed of such actions and shall follow such instructions as the Owner may provide.
- E. Costs incurred by the Owner in connection with such actions shall be paid out of the Operating Account as Development expenses.

**ARTICLE V
MAINTENANCE AND REPAIRS**

Section 5.01 Agent's Responsibilities: The Agent shall cause the Development to be maintained in accordance with local codes and in a condition at all times acceptable to the Owner, including, but not limited to, cleaning, painting, decorating, plumbing, heating, roofing, carpentry, grounds care, and such other maintenance and repair work as may be necessary. Special attention shall be given to preventive maintenance.

Section 5.02 Resident's Service Requests: The Agent shall systematically and promptly receive and investigate all service requests, and take such action thereon as may be justified. The Agent shall keep records of the service requests and the maintenance performed at the Development. Emergency requests shall be responded to as promptly as possible but in all cases, within twenty-four (24) hours. Complaints of a serious nature will be reported to the Owner.

Section 5.03 Agent's Authority:

- A. Subject to the provisions of Paragraph "B" below, the Agent is authorized to purchase all materials, equipment, tools, appliances, supplies, and services necessary for proper maintenance and repair of the buildings, equipment and grounds.
- B. The prior approval of the Owner is required for any expenditure which exceeds \$1,000 in any one instance or to incur liabilities for or to the Owner, direct or contingent, in excess of \$5,000, except for recurring expenses within the limits of the Operating Budget, emergency repairs involving manifest danger to persons or property, or repairs required to avoid suspension of any necessary service to the Development. In the latter events, the Agent shall inform the Owner of the facts as soon as possible.

C. The Agent shall use all available techniques to ensure the most economical purchase of goods and services on behalf of the Development, including bulk purchasing. All goods and services purchased by the Agent for the Development shall be limited solely for use at the Development. The Agent shall obtain contracts, materials, supplies, utilities, and service on the most advantageous terms and shall credit to the Owner all discounts, rebates, or commissions obtainable with respect to purchases, service contracts, and all other transactions on the Owner's behalf.

Section 5.04 Compliance with Government Orders: The Agent shall take such action as needed to comply with all statutes, ordinances, regulations, orders, or other requirements affecting the Development; provided that the Agent will take no action so long as the Owner is contesting or has affirmed its intention to contest the same. The Agent shall notify the Owner of any and all notices of such requirements.

Section 5.05 Utilities: In accordance with the operating budget, the Agent shall make arrangements for water, electricity, gas, fuel, oil, sewage and trash disposal, vermin extermination, decorating, laundry facilities, telephone, and other utilities and services. Subject to the Owner's prior approval, the Agent shall make such contracts as may be necessary to secure appropriate utilities and services.

ARTICLE VI EMPLOYEES

Section 6.01 Employees of the Agent: All employees shall be employees of the Agent, and shall be hired, supervised, and discharged by the Agent.

Section 6.02 Subcontractors: To the greatest extent feasible, the services of regular maintenance and repair employees shall be used in the Development. However, subject to the terms set forth in Article V, the Agent shall contract with qualified independent contractors for services and repairs beyond the capability of regular maintenance employees.

ARTICLE VII DISBURSEMENTS FROM OPERATING ACCOUNT

Section 7.01 Payments Due Owner: The Agent shall make an annual payment of profits to the Owner. .

Section 7.02 Reserve Accounts: The Agent shall make when due, to the extent there are sufficient funds, from the Operating Account the amount specified for allocation to the Reserve for Replacements and other reserve payments as required.

Section 7.03 Agent's Compensation: The Agent shall be compensated for its services described under this agreement by monthly fees to be paid out of the Operating Account as an operating expense of the Development. Such fees shall be computed and paid monthly based upon the preceding month's paid rent for apartments and commercial space. The management fee is **\$500** a month.

Section 7.04 Other Project Expense: The Agent shall pay from the Operating Account all other operating expenses of the Development to the extent provided in the Operating Budget.

Section 7.05 Owner's Direction: Except for items described in Sections 7.01 through Sections 7.04 hereof, funds shall be disbursed or transferred from the Operating Account only as the Owner may direct.

Section 7.06 Deficiency in Operating Account: In the event that the balance in the Operating Account is at any time insufficient to pay disbursements due and payable under Sections 7.01 through 7.04 hereof, the Agent shall give the Owner at least fifteen (15) days written notice and the Owner will thereupon remit to the Agent sufficient funds to offset the deficiency.

ARTICLE VIII RECORDS AND REPORTS

Section 8.01 Books of Account: The Agent shall establish, maintain, and safeguard a comprehensive system of records, books, and accounts in a manner satisfactory to the Owner. Any and all books, records, and accounts shall be subject to examination at reasonable hours by any authorized representative of the Owner.

Section 8.02 Internal Control: The Agent shall maintain adequate controls to ensure against losses or improper recording of transactions.

Section 8.03 Reports: The Agent shall prepare and deliver to the Owner information monthly with respect to the overall financial, physical, or operational condition of the Development. In addition, the Agent shall prepare and deliver the following reports, when required, in a timely fashion:

- Monthly Financial Report
- Annual Certificate of Compliance

Section 8.04 Annual Reports: The Agent shall deliver to the Owner within sixty (60) days after the end of the Development's fiscal year an annual financial statement audited by a certified public accountant or other person acceptable to the Owner. Auditors shall be selected by the Owner. Such statement shall include a balance sheet, statement of profit and loss, a statement of changes in financial position, and other reports as required. The Agent shall assist in the preparation of all income and other tax returns, and shall ensure that all such returns are filed in a timely manner.

ARTICLE IX TERM OF AGREEMENT

Section 9.01 Term of Agreement: This agreement shall be in effect for a period of two years, beginning on the **19th day of May 2016**, and ending on the **31st day of May 2018**. This agreement shall continue in force after the expiration of the initial term, upon the same conditions, for a successive term or terms unless either party gives notice of cancellation to the other not less than Sixty (60) days prior to the date of expiration of such successive term.

Section 9.02 Termination by Mutual Consent: This agreement may be terminated by the mutual consent of the Parties as of the end of any calendar month, provided that not less than thirty (30) days written notice is given by either Party.

Section 9.03 Termination by Owner for Cause: In the event that the Agent shall fail to perform any of its duties hereunder or comply with any of the provisions hereof, the Owner may terminate this Agreement for cause upon Owner's thirty (30) day written notice to the Agent.

Section 9.04 Accounting Upon Termination: Within ten (10) days after the termination of this

agreement, the Owner and the Agent shall account to each other with respect to all matters outstanding as of the date of termination, and the Agent shall turn over to the Owner all records, documents or other instruments, waiting lists, and any and all other files and papers in its possession pertaining to the Agent's performance under this Agreement. Upon receipt of all documents and with a reasonable amount of time for review, the Owner shall furnish the Agent security against any outstanding obligations or liabilities, which the Agent may have incurred hereunder.

Section 9.05 Termination by Idaho Housing and Finance Association: This management agreement shall be subject to termination in the sole discretion of Idaho Housing and Finance Association without penalty and with or without cause, upon written request by Idaho Housing and Finance Association addressed to the Owner. Upon receipt of such request, the Owner shall terminate the Management Agreement in the manner provided by any applicable terms and conditions and make arrangements satisfactory to Idaho Housing and Finance Association for continuing management of the Development.

ARTICLE X ADDITIONAL PROVISIONS

Section 10.1 Amendment: This agreement may be modified or amended only with the written approval of all Parties.

Section 10.2 Assignment: This agreement and the rights and obligations herein set forth shall not be assigned by either Party without prior written consent of the Parties.

Section 10.3 Separability: Any provision of any applicable law, which supersedes any provision hereof, shall not affect the validity of the balance of this agreement, and the remaining provisions shall be enforced as if the invalid provisions were deleted.

Section 10.4 Counterparts: This agreement may be executed in counterparts and shall constitute one agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the original or the same counterpart. Each Party shall become bound by this agreement immediately upon affixing its signature hereto, independently of the signature of any other Party.

Section 10.5 Indemnification: The Owner agrees to indemnify, defend, and save the Agent harmless from all suits and liability for damage to property and injuries or death of any person whomsoever, arising out of the sole negligence of the Owner. The Owner further agrees to carry at the Owner's expense public liability insurance in an amount of at least \$1,000,000. The Agent agrees to indemnify, defend, and save the Owner harmless from all suits and liability for damage to property and injuries or death of any person whomsoever, arising out of the sole negligence of the Agent. The Agent agrees to carry, at its own expense, liability insurance in an amount of at least \$1,000,000, naming the Owner as an additional named insured. Proof of such insurance shall be provided to the Owner at or before the signing of this agreement.

Section 10.6 This agreement shall be binding upon the successors and assigns of the Agent and the heirs, administrators, executors, successors, and assigns of the Owner.

IN WITNESS WHEREOF, the Parties (by their duly authorized officers) have executed this agreement on the 17th day of May, 2016.

Signatures to Follow

ACCEPTED BY:

Owner: City of Coeur d'Alene

ADDRESS: 710 E. Mullan Avenue, Coeur d'Alene, ID 83814

BY: 

TITLE: Mayor

DATE: 05/17/16

WITNESS: 

City Clerk

AGENT:

Syringa Property Management, Inc.

ADDRESS: 1277 Shoreline Ln
Boise, Idaho 83702

BY: 

TITLE: Dianne Hunt, President

DATE: May 17, 2016

WITNESS: 

Roxana Cortiv

1/23/91

1329546

IDAHO HOUSING AGENCY
LOW-INCOME HOUSING TAX CREDIT
REGULATORY AGREEMENT

STATE OF IDAHO }
COUNTY OF BOOTHE } SS
AT THE REQUEST OF
Homestead Ltd. Partnership

Nov 18 11 44 AM '93

TOM TAGGART
Commo *Kurtail*
DEPUTY
FEES *54* — —

IDAHO HOUSING AGENCY
LOW-INCOME HOUSING TAX CREDIT
REGULATORY AGREEMENT

1329546

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LOW-INCOME HOUSING TAX CREDIT
REGULATORY AGREEMENT

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This regulatory agreement (the "Regulatory Agreement" or "Agreement") is entered into between the Idaho Housing Agency (the "Agency"), an independent body corporate and politic and instrumentality of the State of Idaho, organized under Title 67, Idaho Code, as amended (the "Act") and ~~FEITH INC~~ Honestead Limited Partnership, a NON-PROFIT CORPORATION, organized under the laws of the State of Idaho (the "Housing Sponsor") as of the 24th day of June, 1992.

RECITALS

A. The Agency is prepared to allocate, in accordance with Section 42 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), to the Housing Sponsor the amount of Low-Income Housing Tax Credit (the "Credit") set forth on the Agency's Tax Credit Commitment (IHA Form No. TC-3) attached hereto as Exhibit "B" (the "Commitment") for buildings in a project (the "Project") to be developed on the site (the "Site") the legal description for which is set forth on Exhibit "A" attached hereto.

B. The Project may now or hereafter be financed by a mortgage loan (the "Mortgage Loan"), the indebtedness of which shall be evidenced by a mortgage note, secured by a mortgage (which shall be a first mortgage lien on the Project) and other security instruments (collectively hereafter referred to as the "Loan Documents").

C. Housing Sponsor has made application (the "Application") to the Agency for an allocation of low-income housing tax credit dollars to the Project in an amount not to exceed Thirty One Thousand Two Hundred Eighteen housing tax credit dollars (\$31,218).

D. Housing Sponsor and the Project must continuously comply with Section 42 and other applicable sections of the Code and the Treasury Regulations thereunder. Housing Sponsor understands that it is the sole responsibility of Housing Sponsor to comply with and cause the Project to comply with all applicable provisions of the Code.

E. The Housing Sponsor has represented to the Agency in its Application that Housing Sponsor shall lease 100% of the units in the Project to individuals or families whose income is 60% or less of area median gross income (including adjustments for family size) as determined in accordance with the Section 42(g) of the Code ("Qualifying Tenants"). Such units, leased to Qualifying Tenants, are hereinafter referred to as "Low-Income Units."

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F. As a condition for this allocation, the Housing Sponsor is prepared to execute this Regulatory Agreement which provides for an extended use of the Project by qualified low-income persons and related matters required by Section 42 of the Code and which will further the Agency's purpose under the Act of providing affordable housing for persons of low income for an extended period of time.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

1. Representations, Covenants and Warranties of the Housing Sponsor. The Housing Sponsor makes the following representations and warranties to induce the Agency to enter into this Agreement and further represents, warrants and covenants that:

a. The Housing Sponsor (i) is a NON-PROFIT CORPORATION duly organized under the laws of the State of IDAHO, and is qualified to transact business under the laws of the State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted (and as now contemplated by this Agreement) and (iii) has the full legal right, power and authority to execute and deliver this Agreement and to perform all the undertakings of the Housing Sponsor hereunder.

b. The execution and performance of this Agreement by the Housing Sponsor (i) will not violate or, as applicable, have not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, have not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Housing Sponsor is a party or by which it or its property is bound, and (iii) will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.

c. The Housing Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, the Loan Documents or other permitted encumbrances).

d. There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Housing Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business

substantially as now conducted (and as now contemplated by this Agreement and the Loan Documents) or would materially adversely affect its financial condition.

e. All information set forth in the Application of the Housing Sponsor continues to be true and correct.

f. The Project constitutes and will constitute residential rental property and a qualified low-income building or project, as defined in Section 42 of the Code and the regulations promulgated thereunder, the rental units of which will be rented or available for rental on a continuous basis to members of the general public. The Project consists of one or more buildings or structures containing one or more similarly constructed accommodations suitable for occupancy and containing separate and complete facilities for living, sleeping, eating, cooking and sanitation which are to be used on other than a transient basis and facilities which are functionally related and subordinate to such accommodations. No actions will be taken by the Housing Sponsor which will in any way affect the use of the Project therefor.

g. The Housing Sponsor will not knowingly take or permit to be taken any action which would have the effect, directly or indirectly, of subjecting the Housing Sponsor or the Project to noncompliance with Section 42 of the Code and the applicable Treasury Regulations. Housing Sponsor (not the Agency) accepts sole responsibility for complying with and causing the Project to comply with all applicable provisions of the Code.

h. The Housing Sponsor shall make available all units subject to the Credit available to the public and shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, family status or national origin in the lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operations and management of the Project.

i. The Housing Sponsor shall not:

(1) except with prior written notice to the Agency and pursuant to the provisions of this Agreement or the Loan Documents or except upon a sale, transfer or conveyance of the Project permitted under the terms of this Agreement, permit the sale, transfer, conveyance or encumbrance of the Project or any part thereof (except for leases of residential units) during the effective term of this Agreement, provided this covenant shall not apply to any encumbrance, conveyance or transfer in connection with a sale, transfer or other conveyance of the Project that complies with the requirements of the Loan Documents and this Agreement;

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(2) demolish any part of the Low-Income Units or substantially subtract from any real or personal property of the Low-Income Units; or

(3) permit the use of any Low-Income Units for any purpose other than rental housing during the term of this Agreement.

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j. The Housing Sponsor warrants that it has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith; provided, however, that in the case of any conflict with the Loan Documents, the Loan Documents shall control, provided that no provision of the Loan Documents shall shorten the Extended Low-Income Housing Commitment set forth in Section 6 below.

k. If the Housing Sponsor becomes aware of any situation, event or condition which would result in non-compliance of the Project or the Housing Sponsor with Section 42 of the Code or the Treasury Regulations thereunder, the Housing Sponsor shall promptly give written notice thereof to the Agency.

l. The Housing Sponsor shall insure that units occupied by Qualifying Tenants shall be of comparable quality to other units in the Project.

m. The Housing Sponsor represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Housing Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement.

2. Subordination of Agreement. This Agreement and the restrictions hereunder are subordinate to the Loan Documents of the Mortgage Loan, provided that no provision of the Loan Documents shall shorten the Extended Low-Income Housing Commitment set forth in Section 6 of this Agreement. In the event of foreclosure or transfer of title by deed-in-lieu of foreclosure, this Agreement and the restrictions hereunder will automatically terminate.

3. Term of Agreement. This Agreement shall terminate upon the termination of the Extended Low-Income Housing Commitment as provided in Section 6 hereof.

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4. Allocation. Subject to the conditions of this Regulatory Agreement, the Agency agrees to allocate the Credit as provided in its Commitment attached hereto as Exhibit B to this Agreement provided that Internal Revenue Service Form 8609 (or replacement form) shall not be issued by the Agency unless and until the Agency has received the recorded executed original of this Agreement. Housing Sponsor will assume sole responsibility for compliance with all provisions of the Agency's Commitment, the Agency's requirements for allocations of low-income tax credits and the Code. Housing Sponsor represents that it has made its own analysis and interpretation of the code requirements relating to the Credit and has not relied on, nor will it rely on, interpretations by the Agency or its staff or representatives as to any Code requirements in executing this Regulatory Agreement or in accepting the Agency's Commitment or in determining future compliance with the Code.

5. Occupancy Restrictions. The Housing Sponsor represents, warrants and covenants that:

a. At least 100% of the units in the Project (at least 6 units) shall be occupied (or treated as occupied as provided herein) by Qualifying Tenants (the "Low-Income Units") not later than the close of the first year of the Credit period subject to the provisions of Section 42(g)(3) of the Code, as amended. The determination of whether an individual or family is a Qualifying Tenant shall be made at least annually on the basis of the current income of such Qualifying Tenant(s). Any unit occupied by an individual or family who is a Qualifying Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Qualifying Tenant even if such tenant's income rises above the applicable income limit as long as such tenant initially met such income limit and such unit continues to be rent restricted under Section 42 of the Code; provided that should such Qualifying Tenant's income subsequently exceed 140% of the applicable income limit, such tenant shall no longer be deemed a Qualifying Tenant if after such determination of income, but prior to the next determination, any residential unit of comparable or smaller size is rented to a tenant who is not a Qualifying Tenant. IN THE EVENT SUCH TENANT SHALL NO LONGER BE A QUALIFYING TENANT, HOUSING SPONSOR SHALL EVICT SUCH TENANT FOR FAILURE TO QUALIFY AS A QUALIFYING TENANT OR RENT THE NEXT AVAILABLE UNIT (OF A SIZE COMPARABLE TO, OR SMALLER THAN, SUCH UNIT) WHICH IS NOT A LOW-INCOME UNIT, TO A QUALIFYING TENANT SUCH THAT THE MINIMUM PERCENTAGE OF QUALIFYING TENANTS SET FORTH ABOVE IS MAINTAINED.

Vacant units formerly occupied by low-income individuals may continue to be treated as occupied by a qualified low-income individual for purposes of the set-aside requirement (as well as for determining qualified basis) provided reasonable attempts are made to rent the unit and no other units of comparable or smaller size in the project are rented to non-qualifying individuals.

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b. As a condition to occupancy, and each year after initial occupancy, each person who is intended to be a Qualifying Tenant or a Very Low-Income Tenant (as hereinafter defined) shall be required to sign and deliver to the Housing Sponsor an income certification (the "Income Certification") in a form substantially similar to that used by the Agency in its administration of tenant income certification under Section 8 of the U.S. Housing Act of 1937 (the "Law"). Housing Sponsor acknowledges that it has received a copy of such form(s) from the Agency and understands that the information required for such form(s) may change if requirements under the Law or the Code change. In such event it is Housing Sponsor's duty to revise the Income Certification to meet such requirements. In addition, persons applying to become Qualifying Tenants or Very Low-Income Tenants shall be required to provide substantially the same information, documents or certifications to substantiate the Income Certification.

c. The form of lease to be utilized by the Housing Sponsor in renting any units in the Project to any person who is intended to be a Qualifying Tenant shall provide for termination of the lease and consent by such person to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by such person with respect to the Income Certification or the failure by such tenant to execute an Income Certification annually.

d. Income Certifications will be maintained on file by the Housing Sponsor with respect to each Qualifying Tenant who resides in a Project unit or resided therein during the immediately preceding calendar year subject to audit by the Agency and the Internal Revenue Service.

6. Extended Low-Income Housing Commitment.

a. The "applicable fraction" as defined in 6.b below and in Section 42(c)(1) of the Code for any building in the Project shall not be less than 100% throughout the "extended use period" defined in 6.c below, subject to the "exceptions" in 6.d below.

b. "Applicable fraction" means the smaller of the "unit fraction" or the "floor space fraction" defined below:

(1) "Unit fraction" means the fraction the numerator of which is the number of Low-Income Units in the building and the denominator of which is the total number of residential units (whether or not occupied) in the building.

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(2) "Floor space fraction" means the fraction the numerator of which is the total floor space of the Low-Income Units in such building and denominator of which is the total floor space of all residential units (whether or not occupied) in such building.

c. "Extended use period" means the period beginning on the first day of the "compliance period" (defined in Section 42(i) of the Code) on which such building is part of a "qualified low-income housing project" (defined in Section 42(g) of the Code) and ending on the later of:

(1) the date which is 15 years after the close of such compliance period; or

(2) a date which is 25 years after the close of such compliance period. (insert "0" unless Housing Sponsor has agreed to a longer period as part of the competitive application process)

d. Exceptions --

(1) The above "extended use period" shall also terminate:

(a) on the date such building is acquired by foreclosure (or instrument in lieu of foreclosure) unless the Secretary of the Treasury determines that such acquisition is part of an arrangement with the Housing Sponsor a purpose of which is to terminate such period, or,

(b) on the later of:

(i) the last day of the 1-year period beginning on the date (after the 14th year of the "compliance period") that the Housing Sponsor submits a written request to the Agency to find a person to acquire the Housing Sponsor's interest in the Low-Income Units (the low-income portion of the building as defined in Section 42(6)(H) of the Code) and the Agency is unable to present during such period a "qualified contract" (defined below) for the acquisition of the Low-Income Units by any person who will continue to operate such units as a qualified low-income building within the meaning of Section 42 of the Code.

(ii) the later date obtained by inserting 39th year in place of "14th year" in d.(1)(b)(i) above (this provision to be used if the Housing Sponsor has received extra points in the credit allocation competition process for agreement to a longer period).

(2) A "qualified contract" means a bona fide contract to acquire (within a reasonable period after the contract is entered into) the non Low-Income Units of any buildings in the Project for fair market value and the Low-Income Units of buildings in the Project for an amount not less than the "applicable fraction" (defined above) of:

(a) The sum of:

(i) the outstanding indebtedness secured by, or with respect to, such building(s)

(ii) the adjusted investor equity (defined below) in such building(s), plus

(iii) other capital contributions not reflected in (i) above, reduced by

(b) Cash distributions from (or available for distribution from) the Project.

(c) "Adjusted investor equity" means, with respect to any calendar year, the aggregate amount of cash that taxpayers have invested with respect to the Project, increased by the amount equal to:

(i) such amount multiplied by

(ii) the cost of living adjustment for such calendar year, determined under Section 1(f)(3) of the Code by substituting the base calendar year (defined below) for "calendar year 1987."

(d) If the Consumer Price Index ("CPI") for any calendar year (as defined in Section 1(f)(4) of the Code) exceeds the CPI for the preceding calendar year by more than five percent, the CPI for the "base calendar year" shall be increased such that such excess shall never be taken into account under (2)(a), (b) and (c) above, subject to any regulations that may be promulgated under Section 42 of the Code.

(e) "Base calendar year" means the calendar year with or within which the first taxable year of the "credit period" (defined in Section 42(f)(i) of the Code) ends.

(3) In the case of a sale or exchange of only a portion of the Low-Income Units (defined above), provided such disposition is permitted under Section 6.e hereof and Section 42 of the Code, only the same portion (as the portion sold or exchanged) of the amount determined for purposes of a "qualified contract" (defined above) shall be taken into account thereunder.

(4) The termination of a extended use period under d.(1) above shall not be construed to permit, and Housing Sponsor shall not permit, before the end of the 3-year period following such termination:

(a) the eviction or the termination of tenancy (other than for good cause) of an existing tenant of any Low-Income Unit (defined above), or

(b) any increase in the gross rent with respect to such unit beyond that permitted in the Code.

e. The Housing Sponsor shall not sell, exchange or otherwise dispose of any portion of a building to which this Agreement applies to any person unless all of a building to which this Agreement applies is disposed of to such person.

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7. Right of Action by Income Qualified Persons. Persons who meet the low-income requirements of Section 42(g) of the Code to become Qualifying Tenants with respect to the buildings covered by this Regulatory Agreement (whether present, prospective or former occupants of such building(s)) shall have the right to enforce the requirements of this Agreement in the Idaho district court in the judicial district where the Project is located.

8. Very Low-Income Occupancy. At least 0% of the units of the Project shall be occupied by individuals ("Very Low-Income Tenants") whose incomes are 30 percent or less of "area median gross income" as such term is used in Section 42(g)(1) of the Code. Such occupancy must occur at or prior to the times required under Section 5.a above. If a Very Low-Income Tenant moves, the next available unit of a size comparable to, or smaller than, the unit so vacated shall be rented to a Very-Low Income Tenant. Further, if the income of the Very Low-Income Tenant exceeds the amount specified above in this section by more than 140 percent of such income limitation, then the next available residential unit (of a size comparable to, or smaller than, such unit) must be rented to a Very Low-Income Tenant such that there are at least 0% of the units of the Project occupied by Very Low-Income Tenants. Vacant units, formerly occupied by Very Low-Income Tenants, may be treated as occupied by Very Low-Income Tenants as long as the Housing Sponsor makes a good faith effort to rent such units to Very Low-Income Tenants and the next available residential rental unit of a size comparable to, or smaller than, such unit is rented to a Very Low-Income Tenant. Housing Sponsor will obtain for each Very Low-Income Tenant an Income Certification at the times and in the manner set forth in Section 5.b above and shall maintain such records as provided in Section 5.b above.

8a. 50% Median Income Occupancy. Without regard to the set-aside election described in Section 42(g)(I)(B) of the Code, at least 0% of the units of the Project shall be occupied by individuals whose incomes are 50 percent or less of "area median

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gross income" as such term is used in Section 42(g)(1) of the Code. Such occupancy must occur at or prior to the times required under Section 5.a above. If a qualified Tenant moves, the next available unit of a size comparable to, or smaller than, the unit so vacated shall be rented to a Tenant whose income is 50 percent or less of area median income. Further, if the income of the qualified Tenant exceeds the amount specified above in this section by more than 140 percent of such income limitation, then the next available residential unit (of a size comparable to, or smaller than, such unit) must be rented to a 50 percent median income Tenant such that there are at least 0% of the units of the Project occupied by qualified Tenants. Vacant units, formerly occupied by qualified Tenants, may be treated as occupied by Tenants meeting the 50 percent median income test as long as the Housing Sponsor makes a good faith effort to rent such units to qualified Tenants and the next available residential rental unit of a size comparable to, or smaller than, such unit is rented to a Tenant whose income is 50 percent of area median income. Housing Sponsor will obtain for each qualified Tenant an Income Certification at the times and in the manner set forth in Section 5.b above and shall maintain such records as provided in Section 5.b above.

9. Certifications. On the first day of the thirteenth month after the Project is placed in service and on the first business day of each year thereafter, the Housing Sponsor will submit to the Agency a certificate in substantially the form of Exhibit "C" attached hereto (the "Certificate of Continuing Program Compliance").

10. Rental Restrictions. The Housing Sponsor represents, covenants and warrants that once available for occupancy each unit in the Project will be rented or available for rental to the public on a continuous basis and that all of the units in the Project to be occupied by Qualifying Tenants or Very Low-Income Tenants under Section 5 and 8 above must be rent restricted as provided under Section 42(g)(2) of the Code throughout the term of this Agreement and the "extended use period" set forth above.

11. Transfer Restrictions. The Housing Sponsor covenants and agrees that it will cause or require as a condition precedent to any conveyance, transfer, assignment or any other disposition of the Project prior to the termination of this Regulatory Agreement (the "Transfer"), that the transferee of the Project pursuant to the Transfer assume in writing, in a form acceptable to the Agency, all duties and obligations of the Housing Sponsor under this Agreement. The Housing Sponsor shall deliver such assumption agreement to the Agency prior to the Transfer. This limited transfer restriction does not affect the rights of the first mortgagee to approve the proposed transfer as required under the Loan Documents.

12. Enforcement.

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a. The Housing Sponsor shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the Agency, to inspect and audit any books and records of the Housing Sponsor regarding the Project and with respect to the incomes of Qualifying Tenants or Very Low-Income Tenants (if any) which pertain to compliance with the provisions of this Regulatory Agreement and Section 42 of the Code. The Housing Sponsor shall promptly pay the Agency for all of its costs incurred in inspecting or auditing the Project or the Housing Sponsor for compliance with Section 42 of the Code and this Regulatory Agreement, upon receipt of the Agency's billing therefor.

b. In addition to the information provided for in Section 11, the Housing Sponsor shall submit any other information, documents or certifications required by the Agency which the Agency or the Internal Revenue Service shall deem reasonably necessary to substantiate the Housing Sponsor's continuing compliance with the provisions of this Agreement and Section 42 of the Code.

c. The Housing Sponsor covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of the Act or Section 42 of the Code or the Treasury Regulations thereafter. Moreover, Housing Sponsor covenants to take any lawful action (including amendment of this Agreement as may be necessary, in the opinion of the Agency) to comply fully with the Act and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the U.S. Department of the Treasury or the Internal Revenue Service from time to time pertaining to Housing Sponsor obligations under Section 42 of the Code and affecting the Project.

d. The Housing Sponsor covenants and agrees to inform the Agency by written notice of any violation of the Housing Sponsor's obligations hereunder within ten (10) days of first discovering any such violation, and the Agency agrees to use its best efforts to inform the Housing Sponsor by written notice of any violation of the Housing Sponsor's obligations hereunder within thirty (30) days of first discovering such violation and to provide the Housing Sponsor a period of time in which to correct such violation, provided however, that failure by the Agency to give such notice shall not otherwise prevent the Agency from enforcing this Agreement. If any such violation is not corrected to the satisfaction of the Agency within the period of time specified by the Agency, which shall be at least fifteen (15) days after the date any notice to the Housing Sponsor is mailed, or within such

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further time as the Agency determines is necessary to correct the violation, but not to exceed any limitations set by applicable Internal Revenue Service regulations, without further notice the Agency may declare a default under this Agreement effective on the date of such declaration of default, and the Agency shall apply to any court, state or federal, for specific performance of this Regulatory Agreement or an injunction against any violation of this Regulatory Agreement, or any other remedies at law or in equity or any such other action as shall be necessary or desirable so as to correct noncompliance with this Regulatory Agreement.

e. The Housing Sponsor acknowledges that the purpose for requiring compliance by the Housing Sponsor with the restrictions provided in this Agreement is not only to assure compliance of the Project and the Housing Sponsor with Section 42 of the Code and the Treasury Regulations thereunder but also to further the Agency's purposes under the Act by assuring affordable housing for persons of low income, AND BY REASON THEREOF, THE HOUSING SPONSOR IN CONSIDERATION FOR RECEIVING LOW-INCOME HOUSING TAX CREDITS FOR THIS PROJECT HEREBY AGREES AND CONSENTS THAT THE AGENCY SHALL BE ENTITLED BUT NOT REQUIRED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE HOUSING SPONSOR OF ITS OBLIGATIONS UNDER THIS AGREEMENT. The Housing Sponsor hereby further acknowledges that the beneficiaries of the Housing Sponsor obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. The Housing

Sponsor also acknowledges that persons who meet the low-income requirements of Section 42(g) of the Code shall also have the right of action set forth in Section 5 of this Agreement.

f. Notwithstanding the foregoing, enforcement of this Regulatory Agreement under this Section 14 or under Section 7 shall not serve as a basis for a declaration of default under the Loan Documents or acceleration of the Mortgage Note or result in any claim under the Mortgage or claim against the Project, the Mortgage Note proceeds, any reserve or deposit made with the first mortgagee in connection with the Mortgage Loan, or against the rents or other income from the Project.

g. The Housing Sponsor hereby agrees that the representations and covenants set forth herein may be relied upon by the Agency and all persons interested in Project compliance under Section 42 of the Code and the Treasury Regulations thereunder. In performing their duties and obligations hereunder, the Agency may rely upon statements and certificates of the Housing Sponsor, the Qualifying

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Tenants and the Very Low-Income Tenants (if any) believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the Housing Sponsor pertaining to occupancy of the Project. In addition, the Agency may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Agency hereunder in good faith and in conformity with the opinion of such counsel.

h. In the event that the Agency becomes aware that the Project is not in compliance with the requirements of Section 42 of the Code, it shall report the noncompliance to the U.S. Internal Revenue Service.

13. Covenants Run With the Land; Binding on Successors. The Housing Sponsor intends, declares and covenants, on behalf of itself and all future owners of the Project during the term of this Agreement that this Agreement shall be placed on record in the real property records of the County of Kootenai, State of Idaho as a restrictive covenant, and, the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Housing Sponsor and its successors and assigns, and the Agency and its successors and assigns, and all subsequent owners of the Project of any interest therein.

14. Compliance With Code. It is intended that the requirements of this Regulatory Agreement shall be in accordance with Section 42 of the Code and that this Regulatory Agreement requires an "extended low-income housing commitment" as provided therein and that the Housing Sponsor and its successors shall comply with such a commitment for all building(s) in the Project. In the event that any provisions herein are determined to be contrary to the provisions of Section 42 of the Code, such provisions of the Code shall govern and the Housing Sponsor agrees that it will comply with such provisions.

15. Terms Defined in Code. Any terms not defined in this Regulatory Agreement shall have the same meaning as terms defined in Section 42 of the Code and the Treasury Regulations promulgated thereunder.

16. Amendment. This Regulatory Agreement may be amended with the prior written approval of the Agency to reflect changes in the Act, Section 42 of the Code, the Treasury Regulations and any revenue ruling promulgated thereunder. No amendment to this Regulatory Agreement may be made without the prior written approval of the Agency. The Housing Sponsor hereby expressly agrees to enter into all amendments hereto which, in the opinion of Agency counsel, are reasonably necessary or desirable for maintaining compliance under Section 42 of the Code.

17. Severability. The invalidity of any clause, part or provision of this Regulatory Agreement shall not affect the validity of the remaining portions thereof.

18. Notices. All notices to be given pursuant to this Regulatory Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

To the Agency: Idaho Housing Agency
760 W. Myrtle Street
P.O. Box 7899
Boise, Idaho 83707-1899
Attn: Multifamily Finance Officer

To the Housing Sponsor: TESH, INC.
3803 INDUSTRIAL AVE.
COEUR D'ALENE, IDAHO 83814
ATTN: EXECUTIVE DIRECTOR

19. Governing Law. This Regulatory Agreement shall be governed by the laws of the State of Idaho and, where applicable, the laws of the United States of America.

20. Survival of Obligations. The obligations of the Housing Sponsor as set forth herein and in its Application shall survive the allocation of the Credit and shall not be deemed to terminate or merge with the awarding of the allocation.

21. Release and Indemnification. Housing Sponsor agrees that the Agency is hereby released from any liability, claim, loss, demand or judgment arising out of any of its actions in connection with the allocation of the Credit to Housing Sponsor and Housing Sponsor further agrees to indemnify the Agency from any liability, claim, loss, demand or judgment against the Agency arising out of or as a result of the allocation of the Credit to the Project by the Agency, any other action or omission by the Agency in connection with the Credit or the recapture of such tax Credit under the Code. The Housing Sponsor agrees, on its behalf and on behalf of any owner of an interest in the Housing Sponsor or the Project, that the foregoing release and indemnification includes without limitation claims against the Agency for failure to enforce this Agreement or to otherwise monitor compliance with the Code in connection with the Credit.

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IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

Honested Limited Partnership
Housing Sponsor

IDAHO HOUSING AGENCY

By Ken Koenig
Its Executive Director - Tesh Inc
General Partner

By Michael L. Allen
Its Vice President, Finance

Approved By:
TESH, Inc.

By [Signature]
Its President

STATE OF IDAHO)
: ss.
County of Ada)

On the 24th day of June, 1992, before me a Notary Public for the State of Idaho, appeared Michael L. Allen, known to me to be an Authorized Officer of the Idaho Housing Agency and the person who executed the within document and acknowledged to me that he had executed this document on behalf of the Agency.

(SEAL)

Laura A. Shaffer
NOTARY PUBLIC For Idaho
Residing at Boise, therein.
My Commission Expires 2/4/92

STATE OF IDAHO)
: ss.
County of _____)

On this _____ day of _____, 19____, before me, a Notary Public in and for said State, personally appeared _____, the General Partner of _____ Partnership, known to me to be the said General Partner who subscribed said partnership name to the within instrument, and acknowledged to me that he executed the same on behalf of said partnership.

NOTARY PUBLIC For Idaho
Residing at Boise, therein.
My Commission Expires _____

1329546

STATE OF IDAHO)
 (ss.)
County of Kootenai)

On this 30th day of June, 1992, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared STEVEN C. WETZEL, known or identified to me to be the President of the corporation, TESH, INC., that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Narda L. Whitebird
Notary for the State of Idaho
Residing at: Coeur d'Alene
Commission Expires: 5/27/94

1329546



ORDINANCE NO. 3466
COUNCIL BILL NO. 13-1011

AN ORDINANCE ADOPTING A NEW CHAPTER TO THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO PROHIBIT DISCRIMINATION IN HOUSING, EMPLOYMENT AND PUBLIC ACCOMMODATIONS BASED UPON SEXUAL ORIENTATION AND GENDER IDENTITY/EXPRESSION AND PROVIDING THAT A VIOLATION OF THIS ORDINANCE IS A MISDEMEANOR PUNISHABLE BY A FINE OF UP TO \$1,000.00 OR BY IMPRISONMENT NOT TO EXCEED 180 DAYS OR BOTH; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE ARE SEVERABLE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is the policy and intent of the City of Coeur d'Alene that no person be denied equal protection of the laws; nor shall any person be discriminated against because of his or her sexual orientation or gender identity/expression; and

WHEREAS, state and federal laws prohibit discrimination in the areas of employment, public accommodation, and housing on the basis of race, color, age, sex, national origin, and/or disability, but there are no such protections against discrimination on the basis of sexual orientation or gender identity/expression; and

WHEREAS, nothing contained herein should be construed as supporting or advocating any particular doctrine, position, point of view, or religious view. To the contrary, it is the intention of this ordinance that all persons are treated fairly and equally in the City of Coeur d'Alene; and

WHEREAS, after recommendation by the General Services Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. *That a new Chapter 9.56, entitled **DISCRIMINATION IN HOUSING, EMPLOYMENT AND PUBLIC ACCOMODATIONS PROHIBITED** is added to the Coeur d'Alene Municipal Code as follows:*

CHAPTER 9.56
DISCRIMINATION IN HOUSING, EMPLOYMENT AND PUBLIC ACCOMODATIONS
PROHIBITED

9.56.010: PURPOSE AND DECLARATION OF POLICY:

A. In order to ensure that all persons, regardless of sexual orientation and/or gender identity/expression enjoy the full benefits of citizenship and are afforded equal opportunities for employment, housing, commercial property, and the use of public accommodations, the City of Coeur d'Alene has determined that discrimination on the basis of sexual orientation and gender identity/expression must be addressed, and appropriate legislation enacted.

B. It is hereby declared that every individual in the City of Coeur d'Alene has the right to work and earn wages through gainful employment, has the right to seek housing, and has the right to enjoy public accommodation and hospitality.

C. It is hereby declared to be the public policy of the City of Coeur d'Alene to foster the employment of all individuals in accordance with their abilities. Every individual has the right to work and earn wages through gainful employment. Discriminatory employment practices are detrimental because they impede the social and economic progress of a city by preventing all of the city's citizens from contributing to the cultural, spiritual, social, and commercial life of the community. The contributions of all the citizens of the City of Coeur d'Alene are essential to the City's growth, vitality, and prosperity.

D. It is the intent of this Chapter that all persons be treated fairly and equally, and it is the express intent of this Chapter to guarantee fair and equal treatment under the law to all people in the City of Coeur d'Alene. The denial of fair and equal treatment under the law due to sexual orientation or gender identity/expression is detrimental to the health, safety, and welfare of the city's citizens, and damages a city's economic well-being.

E. This Chapter shall be deemed an exercise of the police power of the City of Coeur d'Alene for the protection of the public welfare, prosperity, health and peace of the City of Coeur d'Alene, its residents and the community.

F. The prohibitions against discriminatory acts as provided for in this ordinance are intended to supplement state and federal civil rights law prohibiting discrimination in the areas of employment, public accommodations, and housing. For complaints alleging discrimination on a basis proscribed under state or federal law (e.g. race, color, religious creed, ancestry, age, sex, national origin, and/or disability) the Complainant is advised of his or her right to file a report alleging a violation of Idaho Code section 18-7301 et. seq., and/or his or her right to file a complaint with the Idaho Commission on Human Rights and/or the Federal Equal Employment Opportunity Commission pursuant to Title VII of the Civil Rights Act of 1964 as amended, the Fair Housing Act of 1968 as amended, or the Americans with Disabilities Act of 1990 as amended.

9.56.020: DEFINITIONS:

A. "DENY" includes any act which, directly or indirectly, by any person or his agent or employee, results or is intended or calculated to result in whole or in part in any discrimination, distinction, restriction, or unequal treatment or representation. It also includes, but is not limited to,

the requiring of a person to pay a larger sum than the uniform rates charged other persons, or the refusing or withholding from persons the admission, patronage, custom, presence, frequenting, dwelling, staying, or lodging in any place of public resort, accommodation, assemblage, or amusement except for conditions and limitations established by law and applicable alike to all persons, regardless of sexual orientation and/or gender identity/expression,

B. "DISCRIMINATION" is any direct or indirect exclusion, distinction, segregation, limitation, refusal, denial, or other differentiation in the treatment of a person because of a person's actual or perceived sexual orientation or gender identity or because of a person's association with any such person. Discrimination shall not be interpreted to require or to grant or accord any preferential treatment to any person because of that person's sexual orientation or gender identity/expression.

C. "FULL ENJOYMENT OF" shall be construed to include, but not be limited to, the right to use, rent or purchase real property, any service, commodity or article of personal property offered or sold by any person or establishment to the public, and the admission of any person to accommodations, advantages, facilities or privileges of any place of public resort, accommodation, assemblage or amusement, without acts directly or indirectly causing persons of any particular sexual orientation and/or gender identity/expression to be treated as not welcome, accepted, desired or solicited.

D. "GENDER EXPRESSION/IDENTITY" means a gender-related identity, appearance, expression or behavior of an individual regardless of a person's assigned sex at birth.

E. "HOUSING ACCOMMODATION" is a building or portion of a building, whether constructed or to be constructed, that is or will be used as the home, domicile, residence, or sleeping quarters of its occupants.

F. "PERSON" shall mean any natural person, firm, corporation, partnership or other organization, association or group of persons however arranged.

G. "PLACE OF PUBLIC RESORT, ACCOMMODATION, ASSEMBLAGE OR AMUSEMENT" includes, but is not limited to any public place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy or use of any property or facilities, whether conducted for the entertainment, housing or lodging of transient guests, or for the benefit, use or accommodation of those seeking health, recreation or rest, or for the sale of goods and merchandise, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles, or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation or public purposes, or public halls, public elevators and public washrooms of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants, or any public library or any educational institution wholly or partially supported by public funds, or schools of special instruction, or nursery schools, or day care centers or children's camps; nothing herein contained shall be construed to include, or apply to, any

institute, bona fide club, or place of accommodation, which is by its nature distinctly private, provided that where public use is permitted that use shall be covered by this section; nor shall anything herein contained apply to any educational facility operated or maintained by a bona fide religious or sectarian institution.

H. "SEXUAL ORIENTATION" is actual or perceived homosexuality, heterosexuality and/or bisexuality.

9.56.030: PROHIBITED DISCRIMINATORY ACTS:

The following acts are prohibited and shall constitute a misdemeanor:

A. To deny to any other person because of sexual orientation and/or gender identity/expression the right to work: (a) by failing or refusing to hire, (b) by discharging, (c) by barring from employment, (d) by discriminating against such person in compensation or in other terms or conditions of employment, or (e) otherwise discriminating against an individual with respect to employment.

B. To deny to or to discriminate against any person because of sexual orientation and/or gender identity/expression the full enjoyment of any of the accommodations, advantages, facilities or privileges of any place of public resort, accommodation, assemblage, or amusement.

C. To deny to or discriminate against any other person because of sexual orientation and/or gender identity/expression in the sale, purchase, lease or rental of any housing accommodation, or to otherwise discriminate in the terms and conditions, maintenance, improvement or repair of any housing accommodation.

9.56.040: EXCEPTIONS:

A. Notwithstanding any other provision herein, nothing in this Chapter is intended to alter or abridge other rights, protections, or privileges secured under state and/or federal law. This ordinance shall be construed and applied in a manner consistent with First Amendment jurisprudence regarding the freedom of speech and exercise of religion.

B. This chapter does not apply to:

1. Religious corporations, associations, educational institutions, or societies.
2. An expressive association whose employment of a person protected by this chapter would significantly burden the association's rights of expressive association under *Boy Scouts of America v. Dale*, 530 U.S. 640 (2000).
3. The United States government, any of its departments or agencies, or any corporation wholly owned by it; or the state of Idaho or any of its departments, agencies, or political subdivisions, other than the City of Coeur d'Alene.

C. This ordinance shall not apply: (a) to the rental of a housing accommodation in a building which contains housing accommodations for not more than two (2) families living independently of each other, if the lessor or a member of his family resides in one (1) of the housing accommodations, or (b) to the rental of a room or rooms in a single family residential housing accommodation by an individual if he or a member of his family resides therein.

9.56.050: UNLAWFUL INTIMIDATION, RETALIATION, AND INTERFERENCE:

It shall be unlawful for any person to discriminate against, harass, threaten, harm, damage, or otherwise penalize another person for opposing an unlawful practice, for filing a complaint, for assisting, or participating in any manner in the investigation, or in mediation concerning this Chapter.

9.56.060: PENALTY:

A. A violation of this Chapter is a misdemeanor, punishable as provided in Municipal Code Chapter 1.28..

B. A prosecutor may reduce the violation to an infraction, payable by a \$100 fine, if the defendant engages in corrective actions, which may include, but are not limited to the following: sensitivity training for the defendant and/or the defendant's employees; the defendant's agreement to adopt and pursue a policy of nondiscrimination in its practices; and the defendant's agreement to not engage in discriminatory practices in the future. The charge shall be filed as a misdemeanor violation and may only be reduced upon motion of the prosecutor. There shall be no right to a trial by jury for an infraction citation or complaint.

C. Any person who falsely reports a violation of this chapter is guilty of a misdemeanor.

9.56.070: PRIVATE RIGHT OF ACTION:

There is no private right of action that is created by this Chapter or money damages available to any person based on this Chapter.

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 4th day of June, 2013.


Sandi Bloem, Mayor


ATTEST:


Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3466

*Adding a new Chapter 9.56, entitled **DISCRIMINATION IN HOUSING, EMPLOYMENT AND PUBLIC ACCOMODATIONS PROHIBITED** to the Coeur d'Alene Municipal Code*

AN ORDINANCE ADOPTING A NEW CHAPTER TO THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO PROHIBIT DISCRIMINATION IN HOUSING, EMPLOYMENT AND PUBLIC ACCOMMODATIONS BASED UPON SEXUAL ORIENTATION AND GENDER IDENTITY/EXPRESSION AND PROVIDING THAT A VIOLATION OF THIS ORDINANCE IS A MISDEMEANOR PUNISHABLE BY A FINE OF UP TO \$1,000.00 OR BY IMPRISONMENT NOT TO EXCEED 180 DAYS OR BOTH; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. ³⁴⁶⁶ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.


Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3466, **DISCRIMINATION IN HOUSING, EMPLOYMENT AND PUBLIC ACCOMODATIONS PROHIBITED**, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 4th day of June, 2013.

A handwritten signature in black ink, consisting of a stylized 'W' followed by a 'J' and a 'W', with a horizontal line extending to the right.

Warren J. Wilson, Chief Deputy City Attorney

To: General Services

From: Melissa Tosi; Human Resources Director

Re: Personnel Rule Amendment

Date: January 19, 2016

DECISION POINT

To authorize Resolution No. 16-____, authorizing the following amendments to the City's Classification and Compensation Plan.

Current Title	Proposed Title	Title Change, New Classification or Classification Change	Current Pay Grade	Proposed Pay Grade
	Planning Technician	New Classification		9
Library IT Coordinator		Classification Change	8	9

HISTORY

The Library IT Coordinator position has evolved over the years with the increased demands of the larger Library. The IT Coordinators responsibility has shifted from a variety of clerical duties to technical duties related to the development, operation and maintenance of library equipment and software. The position also focuses on coordinating software and hardware updates for the Library which is common for a technician. This original job description was drafted when the IT Coordinator was only responsible for six (6) computers. At the current Library and based on the amount of services provided, the position is responsible for fifty (50) computers.

In December 2015, the position of Administrative Support Specialist II was vacated in the Planning Department. Due to the vacant position, it gave our Community Planning Director an opportunity to re-evaluate the needs of the Planning Department. The most needed area of assistance is in the review and processing of residential building permits. The Planning Technician position will be less clerical and more planning specific. The position will review building permit applications for compliance and zoning standards, review legal descriptions, conduct research and analyze data, assist customers with basic planning and zoning questions and help with special projects.

The proposed Personnel Rule amendment was posted a minimum of ten (10) consecutive days before this City Council meeting. Additionally, BDPA reviewed both positions and recommends the Planning Technician be placed at a pay grade 9 and the Library IT Coordinator be increased from a pay grade 8 to a pay grade 9.

FINANCIAL ANALYSIS

The Planning Department will be able to absorb the 6% increase in leveling for fiscal year 2015-2016 due to wage savings of the Administrative Support Specialist II position being vacated since December 2015.

The reclassification (6% increase) of the IT Coordination position will also be absorbed in the current fiscal year's budget due to wage savings from other Library positions remaining vacant.

PERFORMANCE ANALYSIS

Authorizing these amendments will provide an accurate job description and leveling for the duties and responsibilities needed for these positions.

RECOMMENDATION

To authorize Resolution No. 16-____, authorizing the above noted amendments to the City's Classification and Compensation Plan.

RESOLUTION NO. 16-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE CLASSIFICATION AND COMPENSATION PLAN TO PROVIDE A NEW CLASSIFICATION FOR THE POSITION OF PLANNING TECHNICIAN, PAY GRADE 9, AND PROVIDING A CLASSIFICATION CHANGE FOR THE POSITION OF LIBRARY IT COORDINATOR, PAY GRADE 8 TO PAY GRADE 10.

WHEREAS, the following Classification and Compensation Plan changes have been proposed by staff:

Current Title	Proposed Title	Title Change, New Classification or Classification Change	Current Pay Grade	Proposed Pay Grade
	Planning Technician	New Classification		9
Library IT Coordinator		Classification Change	8	9

And

WHEREAS, said Classification and Compensation Plan amendments have been properly posted a minimum of ten (10) days prior to this Council Meeting; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such Classification and Compensation Plan amendments as noted above be adopted;

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the Classification and Compensation Plan changes as noted above be, and are, hereby adopted.

DATED this 7th day of June, 2016.

Steve Widmyer, Mayor

ATTEST:

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 MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

ANNOUNCEMENTS

Memo to Council

DATE: June 1, 2016

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the June 7th Council Meeting:

TIM KASTNING

URBAN FORESTRY COMMITTEE

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Katie Kosanke, Urban Forester

OTHER BUSINESS

MEMORANDUM

DATE: JUNE 7, 2016

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

RE: FOOD COURT AND MOBILE VENDOR REGULATIONS

HISTORY: On February 24, 2014 the General Services Committee directed staff to create regulations regarding door to door sales and mobile sales on private property. This recommendation was based on public safety concerns including fire, traffic, stormwater, and grey water disposal. Staff present draft codes related to mobile vendors to the May 17, 2016 City Council meeting. During that presentation staff noted that there had been a request for a project review for a permanent food court development. Council tabled the discussion to the June 7, 2016 meeting, in order for staff to learn more about the food court development. It appears that there are a few city codes that should be amended to better address the food court development. Staff met on June 1, 2016 to continue discussions and determine if there was enough information for a recommendation to Council. Staff determined that there were several areas that need further discussions at a staff level and with stakeholders before they could make a recommendation to Council. Therefore, I am providing a chart noting the known codes that will need to be amended (see attached) and to provide staff's current concept related to food courts and mobile vendors.

Staff would like to explore the option of having a food court license, which would be an annual license intended to cover the cost of inspections on the site. Additionally, staff is exploring the option of a mobile vendor permit that would cover the cost of the annual inspection of the mobile unit and provide that bridge to allow us to enforce the Fire Code upon the mobile unit. It is staff's desire to make the mobile vendor code simple and acknowledge the responsibilities of the property owners. Staff will bring the next iteration of draft codes to Council within the next few Council meetings.

Additionally, the city code references mobile sales on city owned property in different areas of the code; staff will work to combine all codes within one chapter of the City Code.

FINANCIAL ANALYSIS: Proposed fees would be dependent upon staff time, and will be proposed to cover costs.

Food Court**Mobile Vendor**

Department	Code Amendment needed	Codes to be amended	Regulation
Planning	Yes	M.C. 17.03.050 –Add Definition to Activity Groups/General Description of Commercial Activities. Add subchapter to Chapter 17.06 (General, Specific and Use Regulations) or 17.07 (Miscellaneous Zoning Regulations) for Food Courts, setting out conditions and criteria, including wastewater, water, fire, parking, screening, landscaping, lighting, sidewalks, site plan approval, etc., much as is done for Commercial Business Parks (17.07.600 to 17.07.810)	Clarify one mobile unit can be located at a property (outside of a food court); provided the existing use can still meet the parking requirement. This would not trigger a sewer cap fee. Staff would recommend a permit for each mobile unit to provide for a method to require a fire inspection and provide information to the vendor regarding sign codes, grey water disposal, etc. Minimal annual fee, no charge for reinspection upon moving the unit.
Building	Yes	Clarify under Chapter 17 that applicable building codes apply to the food court	
Fire	Yes	Clarify under Chapter 17 that applicable fire code apply to the Court	Clarify under Chapter 17 that applicable fire code apply to the Court
Municipal Services	Yes	Code to require Food Court License; minimal annual fee to allow for annual inspection of the site	Will issue permits. Amend M.C. 5.18 to include a background check for motorized food concessions (currently only allowed sales in residential zone is ice cream sales and Schwans)

Memo to: Mayor and City Council

From: Jim Hammond

Date: June 1, 2016

Regarding: URD de-annexation

Progress continues on the proposed de-annexation of properties within both the Lake and River URDs. The critical issues are the map and legal descriptions of the properties to be de-annexed and the de-annexation ordinance to be adopted by council. Once drawn and described, the map and legal description will be submitted to the Idaho State Tax Commission for their review and approval.

We will bring a de-annexation ordinance to you in July for your consideration. That is the final step in de-annexation.

In terms of properties to be annexed, the map has changed, 25% of the properties will be removed from the Lake District and 75% of the properties to be removed will be removed from the River District.

Some concern has been expressed regarding the “opportunity costs” lost to Ignite CDA. This de-annexation effort does not remove any funding for planned projects within either district. Should some new project ideas arise, there will be additional funding within each district for other projects.

Ignite CDA has a debt obligation to Washington Trust Bank. The newest financial analysis projects zero decrease in cash flow within the Lake District thus providing WTB with comfort that their position remains as strong as in the previous years.

In terms of timelines, we hope to bring an ordinance to you for your consideration at the July 5 meeting. Adoption of the ordinance will ensure that we can include the new revenue in our 2016/17 budget.

		EXHIBIT B				
		ignite cda - LAKE DISTRICT				
		SCHEDULE OF SOURCES AND USES OF FUNDS				
SOURCES OF FUNDS	2016	2017	2018	2019	2020	2021
TAX INCREMENT FINANCING REVENUES						
Assessed Values Above 1997 Base Value (1)	\$ 373,126,242	\$ 349,049,048	\$ 349,049,048	\$ 349,049,048	\$ 349,049,048	\$ 349,049,048
<i>Levy Rates (From Kootenai County Assessor):</i>						
<i>Kootenai County</i>	<i>0.003178062</i>					
<i>City of Coeur d'Alene- bond</i>	<i>0.000044342</i>					
<i>City of Coeur d'Alene- bond</i>	<i>0.000188847</i>					
<i>City of Coeur d'Alene</i>	<i>0.005857486</i>					
<i>Lakes Highway District</i>	<i>0.000758112</i>					
<i>Coeur d'Alene School District</i>	<i>0.000009062</i>					
<i>NIC</i>	<i>0.001098933</i>					
<i>Kootenai County Ambulance</i>	<i>0.000171693</i>					
<i>Total Levy Rate</i>	<i>0.011306537</i>					
<i>Net Incremental Tax Revenue</i>	\$ 4,218,766	\$ 3,946,536	\$ 3,946,536	\$ 3,946,536	\$ 3,946,536	\$ 3,946,536
<i>Less: Art Fund at 2%</i>	84,375	78,931	78,931	78,931	78,931	78,931
TOTAL REVENUES - TAX INCREMENT	\$ 4,134,391	\$ 3,867,605	\$ 3,867,605	\$ 3,867,605	\$ 3,867,605	\$ 3,867,605
BEGINNING CASH - 9/30/2015 AUDIT	\$ 4,240,545	\$ 3,632,757	\$ 2,591,266	\$ 1,024,533	\$ 1,058,474	\$ 1,085,972
OTHER REVENUES (Including Rentals)	129,000	114,600	114,600	114,600	114,600	114,600
SALE OF BUILDINGS AND SITES (2)						
REFUND WATRUST DEBT RESERVE (3)						310,740
TOTAL SOURCES OF FUNDS	\$ 8,503,936	\$ 7,614,962	\$ 6,573,471	\$ 5,006,738	\$ 5,040,679	\$ 5,378,917

[illegible]

EXHIBIT B (Continued)
ignite cda - RIVER DISTRICT
SCHEDULE OF SOURCES AND USES OF FUNDS
FY 2016 - 2021

SOURCES OF FUNDS	2016	2017	2018	2019	2020	2021
TAX INCREMENT FINANCING REVENUES						
Assessed Values Above 1997 Base Value (1)	\$ 194,264,624	\$ 107,576,187	\$ 107,576,187	\$ 107,576,187	\$ 107,576,187	\$ 107,576,187
<i>Levy Rates (From Kootenai County Assessor):</i>						
<i>Kootenai County</i>	0.003178062					
<i>City of Coeur d'Alene- bond</i>	0.000044342					
<i>City of Coeur d'Alene- bond</i>	0.000188847					
<i>City of Coeur d'Alene</i>	0.005857486					
<i>Post Falls Highway District</i>	0.000647527					
<i>Coeur d'Alene School District</i>	0.000009062					
<i>NIC</i>	0.001098933					
<i>Kootenai County Ambulance</i>	0.000171693					
<i>Total Levy Rate</i>	0.011195952					
<i>Net Incremental Tax Revenue</i>	2,174,977	1,204,418	1,204,418	1,204,418	1,204,418	1,204,418
<i>Less: Art Fund at 2%</i>	43,500	24,088	24,088	24,088	24,088	24,088
TOTAL REVENUES - TAX INCREMENT	\$ 2,131,477	\$ 1,180,330	\$ 1,180,330	\$ 1,180,330	\$ 1,180,330	\$ 1,180,330
BEGINNING CASH - 9/30/2015 AUDIT	\$ 4,845,159	\$ 6,074,933	\$ 3,064,113	\$ 2,550,170	\$ 2,526,199	\$ 2,491,972
OTHER REVENUES (Including Interest)	4,980	5,080	5,181	5,285	5,391	5,498
TOTAL SOURCES OF FUNDS	\$ 6,981,616	\$ 7,260,343	\$ 4,249,624	\$ 3,735,785	\$ 3,711,920	\$ 3,677,800

USES OF FUNDS	2016	2017	2018	2019	2020	2021
OPERATING COSTS (Agency 2016 Budget):						
Salaries/Benefits (50-50 until 2021, at 3%)	\$ 89,106	\$ 91,779	\$ 94,532	\$ 97,368	\$ 100,289	\$ 103,298
Office, Travel and Utilities	12,070	12,070	12,070	12,070	12,070	12,070
Professional Services	44,680	44,680	44,680	44,680	44,680	44,680
Communications	20,000	5,000	5,000	5,000	5,000	5,000
Insurance	2,699	2,699	2,699	2,699	2,699	2,699
Organizational Dues	4,855	4,855	4,855	4,855	4,855	4,855
Planning	278,000	25,000	25,000	25,000	25,000	25,000
Special Project Reserve (2)						
TOTAL OPERATING COSTS	\$ 451,410	\$ 186,083	\$ 188,836	\$ 191,672	\$ 194,593	\$ 197,602
CAPITAL COSTS (9/30/2015 Audit, unless noted):						
River West - Phase 1	\$ 282,349	\$ 287,996	\$ 293,756	\$ 299,631	\$ 305,624	\$ 311,736
River West - Phase 2	44,166	45,049	45,950	46,869	47,806	48,763
MR Seniors	12,250	12,495	12,745	13,000	13,260	13,525
River West Apartments	11,849	12,086	12,328	12,575	12,826	13,083
River West III Apartments	4,659	4,659	4,659	4,659	4,659	4,659
Circuit at Seltice (3)		47,862	47,862	47,862	47,862	47,862
BNSF (3)	100,000	100,000				
Seltice Way Project (3)		3,500,000				
KMPO/Tribe Transit Center (3)			500,000			
Bond - \$5 million, 10 years, 3.5% (4)			593,318	593,318	593,318	593,318
TOTAL CAPITAL COSTS	\$ 455,273	\$ 4,010,147	\$ 1,510,618	\$ 1,017,914	\$ 1,025,355	\$ 1,032,946
TOTAL USES OF FUNDS	\$ 906,683	\$ 4,196,230	\$ 1,699,454	\$ 1,209,586	\$ 1,219,948	\$ 1,230,548
ENDING FUND BALANCE	\$ 6,074,933	\$ 3,064,113	\$ 2,550,170	\$ 2,526,199	\$ 2,491,972	\$ 2,447,252
Note (1): 2017 Values, from Assessor:	<u>2015 Value</u>	<u>Levy Rate</u>	<u>Less Increment</u>	<u>New Const.</u>	<u>New Increment</u>	<u>Net Change</u>
De-annexed Parcels - Lake District	\$ 29,801,079	0.011306537	\$ 336,947	\$ 5,723,885	\$ 64,717	\$ 24,077,194
De-annexed Parcels - River District	89,938,131	0.011195952	1,006,943	3,249,694	36,383	86,688,437
TOTAL	\$ 119,739,210		\$ 1,343,890	\$ 8,973,579	\$ 101,100	\$ 110,765,631

Note (2): From ignite cda, which assumed funding for projects that yet may come before the Agency, moved to pay debt service (see note 4.)

Note (3): Projections from ignite cda.

Note (4): Allows \$5 million in bonds in 2018 for projects that yet may come before the Agency.

EXHIBIT B (Continued)
ignite cda - RIVER DISTRICT
SCHEDULE OF SOURCES AND USES OF FUNDS
FY 2022 - 2027

SOURCES OF FUNDS	2022	2023	2024	2025	2026	2027
TAX INCREMENT FINANCING REVENUES						
Assessed Values Above 1997 Base Value (1)	\$ 107,576,187	\$ 107,576,187	\$ 107,576,187	\$ 107,576,187	\$ 107,576,187	\$ 107,576,187
<i>Levy Rates (From Kootenai County Assessor):</i>						
<i>Kootenai County</i>	<i>0.003178062</i>					
<i>City of Coeur d'Alene- bond</i>	<i>0.000044342</i>					
<i>City of Coeur d'Alene- bond</i>	<i>0.000188847</i>					
<i>City of Coeur d'Alene</i>	<i>0.005857486</i>					
<i>Post Falls Highway District</i>	<i>0.000647527</i>					
<i>Coeur d'Alene School District</i>	<i>0.000009062</i>					
<i>NIC</i>	<i>0.001098933</i>					
<i>Kootenai County Ambulance</i>	<i>0.000171693</i>					
<i>Total Levy Rate</i>	<i>0.011195952</i>					
<i>Net Incremental Tax Revenue</i>	<i>1,204,418</i>	<i>1,204,418</i>	<i>1,204,418</i>	<i>1,204,418</i>	<i>1,204,418</i>	<i>1,204,418</i>
<i>Less: Art Fund at 2%</i>	<i>24,088</i>	<i>24,088</i>	<i>24,088</i>	<i>24,088</i>	<i>24,088</i>	<i>24,088</i>
TOTAL REVENUES - TAX INCREMENT	\$ 1,180,330	\$ 1,180,330	\$ 1,180,330	\$ 1,180,330	\$ 1,180,330	\$ 1,180,330
BEGINNING CASH - 9/30/2015 AUDIT	\$ 2,447,252	\$ 2,326,801	\$ 2,260,373	\$ 2,182,718	\$ 2,141,440	\$ 2,088,413
OTHER REVENUES (Including Interest)	5,608	5,720	5,835	5,952	6,071	6,192
TOTAL SOURCES OF FUNDS	\$ 3,633,189	\$ 3,512,851	\$ 3,446,538	\$ 3,369,000	\$ 3,327,841	\$ 3,274,934

USES OF FUNDS	2022	2023	2024	2025	2026	2027
OPERATING COSTS (Agency 2016 Budget):						
Salaries/Benefits (3% Annual Increase)	\$ 106,397	\$ 109,589	\$ 112,877	\$ 116,263	\$ 119,751	\$ 123,344
Office, Travel and Utilities	12,070	12,070	12,070	12,070	12,070	12,070
Professional Services	44,680	44,680	44,680	44,680	44,680	44,680
Communications	20,000	5,000	5,000	5,000	5,000	5,000
Insurance	2,699	2,699	2,699	2,699	2,699	2,699
Organizational Dues	4,855	4,855	4,855	4,855	4,855	4,855
Planning	75,000	25,000	25,000	25,000	25,000	25,000
Special Project Reserve (2)						
TOTAL OPERATING COSTS	\$ 265,701	\$ 203,893	\$ 207,181	\$ 210,567	\$ 214,055	\$ 217,648
CAPITAL COSTS (9/30/2015 Audit, unless noted):						
River West - Phase 1	\$ 317,971	\$ 324,331	\$ 330,817	\$ 337,433	\$ 344,182	\$ 351,066
River West - Phase 2	49,738	50,733	51,747	52,782	53,838	54,915
MR Seniors	13,795	14,071	14,353	14,640	14,932	15,231
River West Apartments	13,344	13,611	13,883	14,161	14,444	14,733
River West III Apartments	4,659	4,659	4,659	4,659	4,659	4,659
Circuit at Seltice (3)	47,862	47,862	47,862			
Bond - \$5 million, 10 years, 3.5% (4)	593,318	593,318	593,318	593,318	593,318	662,672
TOTAL CAPITAL COSTS	\$ 1,040,687	\$ 1,048,585	\$ 1,056,639	\$ 1,016,993	\$ 1,025,373	\$ 1,103,276
TOTAL USES OF FUNDS	\$ 1,306,388	\$ 1,252,478	\$ 1,263,820	\$ 1,227,560	\$ 1,239,428	\$ 1,320,924
ENDING FUND BALANCE	\$ 2,326,801	\$ 2,260,373	\$ 2,182,718	\$ 2,141,440	\$ 2,088,413	\$ 1,954,010
Note (1): 2017 Values, from Assessor:	<u>2015 Value</u>	<u>Levy Rate</u>	<u>Less Increment</u>	<u>New Const.</u>	<u>New Increment</u>	<u>Net Change</u>
De-annexed Parcels - Lake District	\$ 29,801,079	0.011306537	\$ 336,947	\$ 5,723,885	\$ 64,717	\$ 24,077,194
De-annexed Parcels - River District	89,938,131	0.011195952	1,006,943	3,249,694	36,383	86,688,437
TOTAL	\$ 119,739,210		\$ 1,343,890	\$ 8,973,579	\$ 101,100	\$ 110,765,631
Note (2): From ignite cda, which assumed funding for projects that yet may come before the Agency, moved to pay debt service (see note 4.)						
Note (3): Projections from ignite cda.						
Note (4): From ignite cda, allows \$5 million in bonds in 2018 for projects that yet may come before the Agency.						

Chart 1: De-Annexed Parcels and Remaining - Lake District

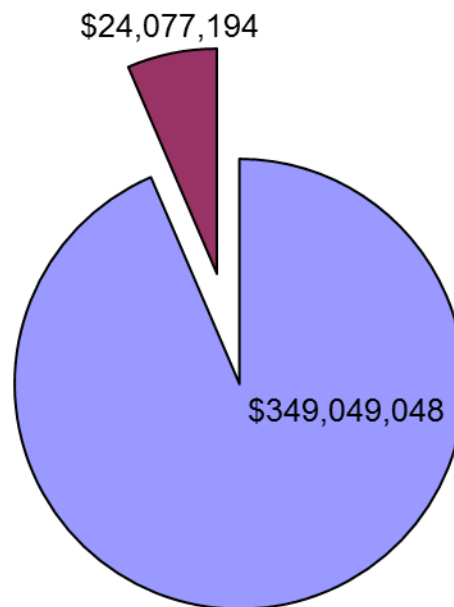
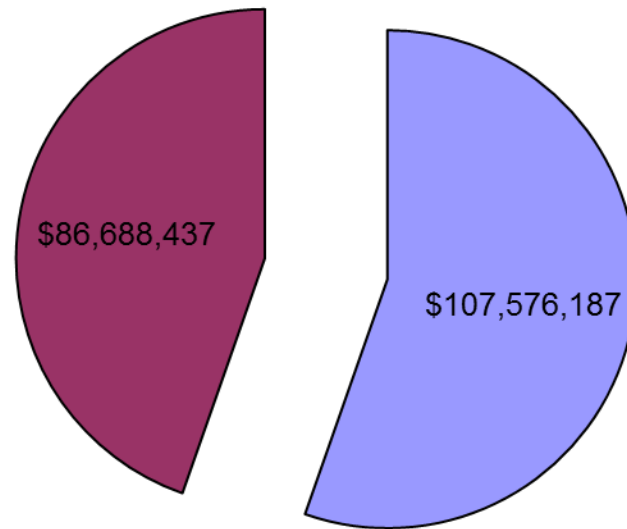


Chart 2: De-Annexed Parcels and Remaining - River District



PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: June 7, 2016
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-16-2, Vacation of a portion of 8TH Street right-of-way adjoining the westerly boundary of Lot 5 of the Fraley Addition to the City of Coeur d'Alene plat.**

DECISION POINT

The applicant, Nicholas and Alison Granier, is requesting the vacation of a portion of 8th Street right-of-way that adjoins the westerly boundary of their property on the northeast corner of 8th Street and Elm Avenue (801 E. Elm Avenue).

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Fraley Addition to the City of Coeur d'Alene plat in 1948. The Public Works Committee unanimously approved the action at its regularly scheduled meeting on April 25, 2016 and directed staff to proceed onward for Council action.

FINANCIAL ANALYSIS

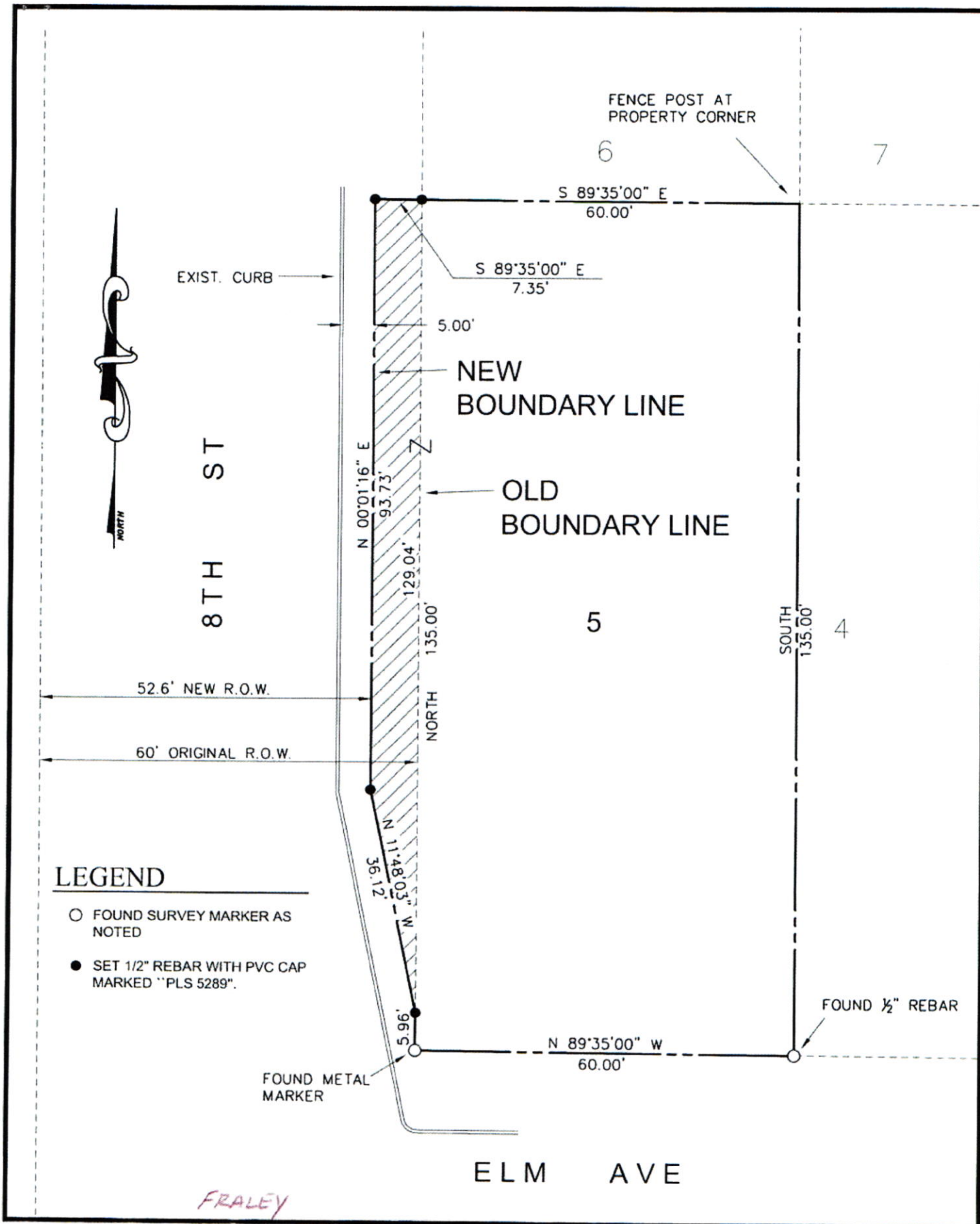
The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 841 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to accommodate the proposed remodel of the existing home. The applicant is requesting a 7.35 foot vacation along the 8th Street frontage. All utilities are existing and in place, and there is no foreseeable use for this additional right-of-way. Therefore, the vacation of this portion of right-of-way adjoining this parcel would not impact the City and would be a benefit to the property owner.

RECOMMENDATION

Staff recommends to the City Council to approve the vacation action per Idaho Code Section 50-1306, and, to vacate the property to the applicant, Nicholas and Alison Granier.



LEGEND

- FOUND SURVEY MARKER AS NOTED
- SET 1/2" REBAR WITH PVC CAP MARKED "PLS 5289".

EXHIBIT OF LOT 5, FARLEY ADDITION TO
THE CITY OF COEUR D'ALENE,
KOOTENAI COUNTY

SCALE:
1"=20'

DATE:
3/28/16

FILE:
F213

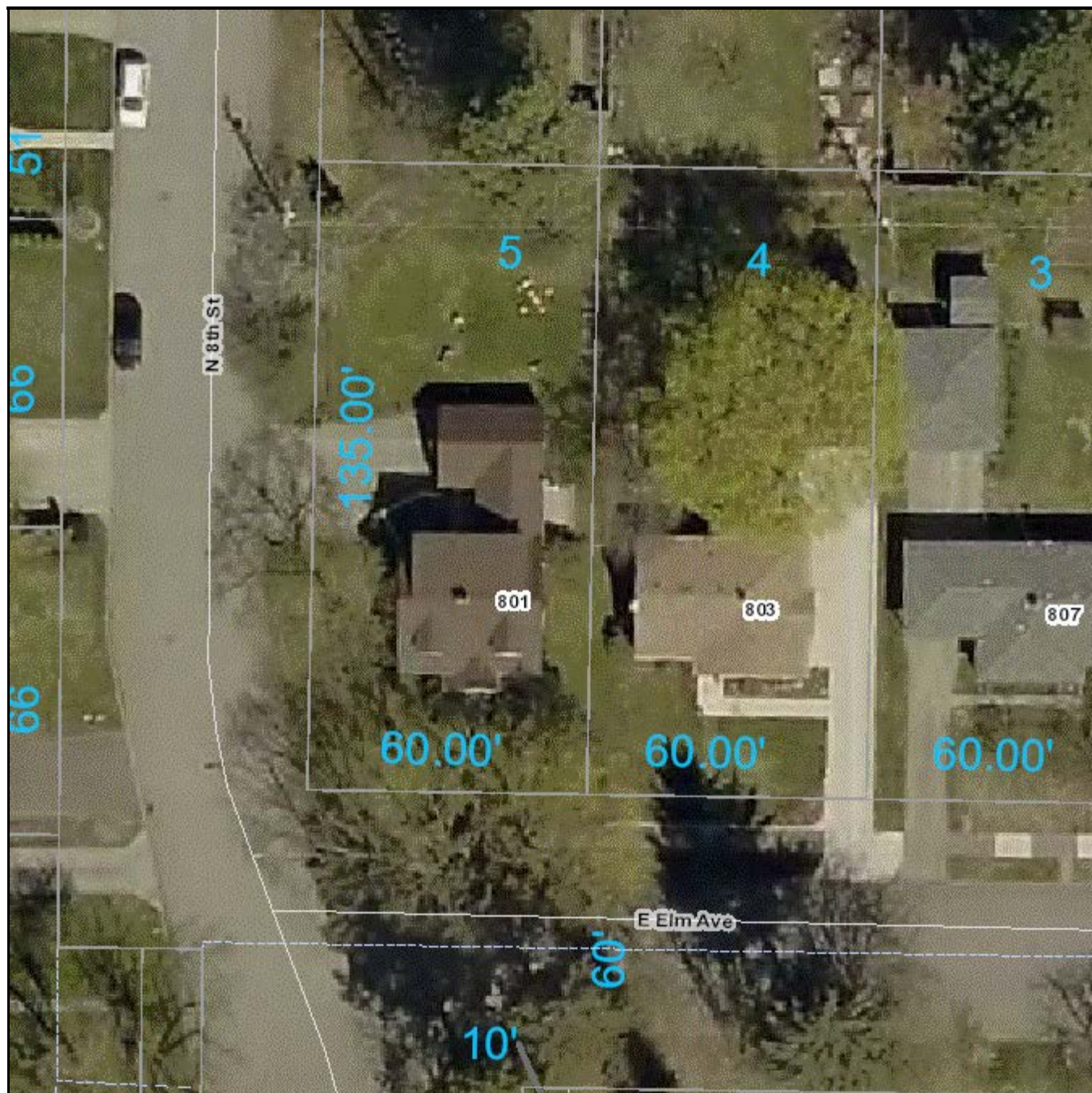
FRAME & S METANA, PA
Consulting Engineers

603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph. (208)664-2121/Fax: (208)765-5502/Email: smetana@roadrunner.com

FS

SHEET
1 OF 1

V-16-2



COUNCIL BILL NO. 16-1011
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, STATE OF IDAHO, VACATING A PORTION OF THE 8th STREET RIGHT-OF-WAY, GENERALLY DESCRIBED AS A PARCEL OF LAND ADJOINING THE WESTERLY BOUNDARY OF LOT 5 OF THE FRALEY ADDITION TO THE CITY OF COEUR D'ALENE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portion of right-of-way be vacated;

NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. That the following described property, to wit:

Legal description and drawing, attached as Exhibits "A & B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner to the east.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d' Alene at a regular session of the City Council on June 7, 2016.

APPROVED by the Mayor this 7th day of June, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
8th STREET RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho, hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating a portion of 8th Street right-of-way.

Such right-of-way is more particularly described in Exhibits “A & B” to the Ordinance, on file in the City Clerk’s Office.

The Ordinance further provides that the City of Coeur d'Alene shall retain drainage easements, utility easements and easements for sidewalk/pedestrian access within the right-of-way hereby vacated, and provides that the Ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. ____, together with exhibits, is available at Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, 8th Street right-of-way vacation, and find it to be a true and complete summary of said Ordinance which provides adequate notice to the public of the context thereof.

DATED this 7TH day of June, 2016.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT "A"

RIGHT-OF-WAY

A PORTION OF 8TH STREET IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5 OF FRALEY ADDITION, BOOK C, PAGE 229, RECORDS OF KOOTENAI COUNTY;

THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 5, NORTH, 5.96 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE LEAVING THE SAID WESTERLY BOUNDARY LINE PARALLEL TO THE EXISTING CURB LINE, N 11°48'03" W, 36.12 FEET;

THENCE CONTINUING PARALLEL TO THE SAID EXISTING CURB LINE, N 0°01'16" E, 93.73 FEET;

THENCE ALONG THE WESTERLY PROJECTION OF THE NORTHERLY BOUNDARY LINE OF SAID LOT 5, S 89°35'00" E, 7.35 FEET TO THE NORTHWEST CORNER OF SAID LOT 5'

THENCE ALONG THE SAID WESTERLY BOUNDARY LINE OF LOT 5, SOUTH, 129.04 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING APPROXIMATELY 821 SQUARE FEET.



EXHIBIT "B"

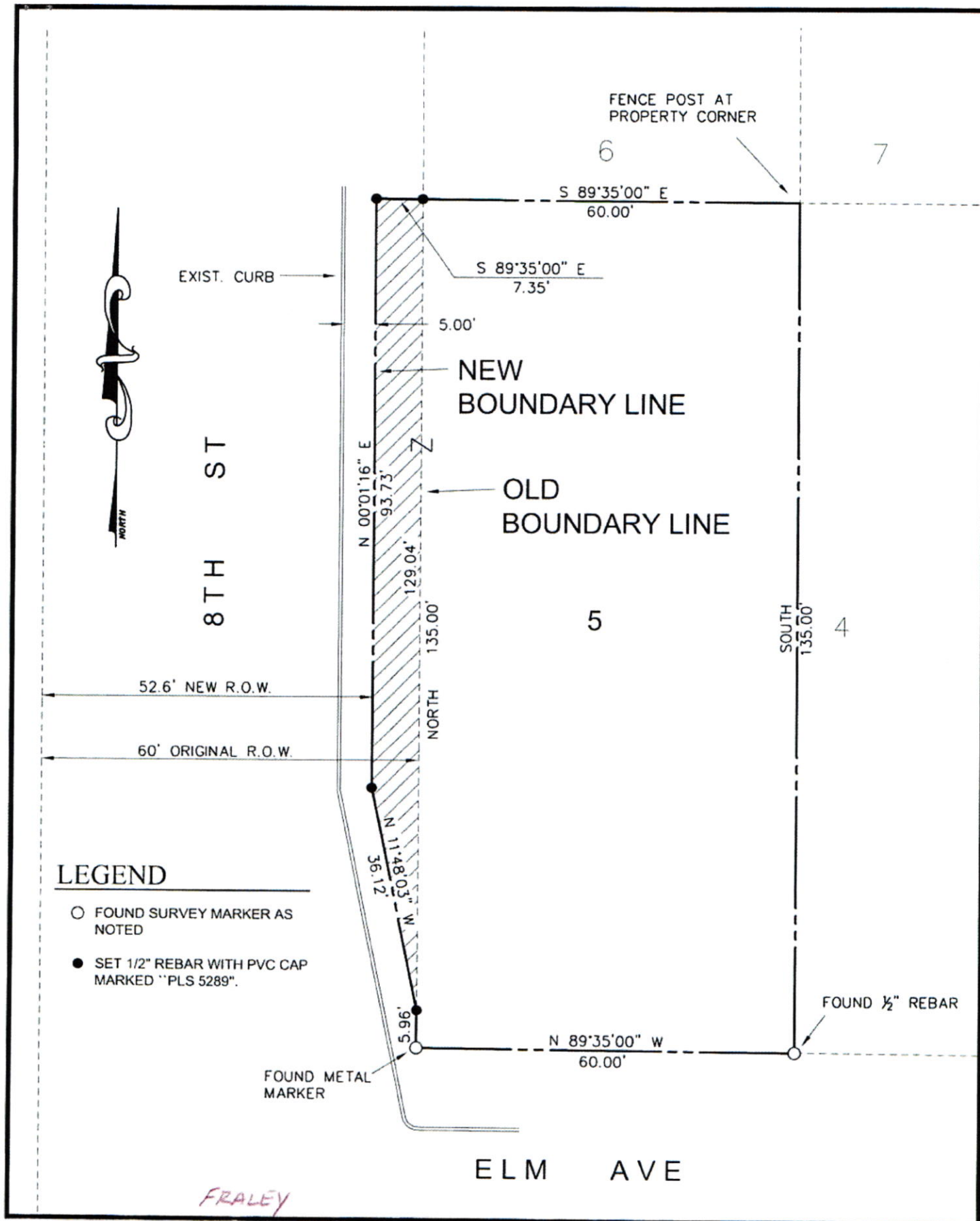


EXHIBIT OF LOT 5, FARLEY ADDITION TO
THE CITY OF COEUR D'ALENE,
KOOTENAI COUNTY

SCALE:
1"=20'

DATE:
3/28/16

FILE:
F213

FRAME & S METANA, PA
Consulting Engineers

603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph. (208)664-2121/Fax: (208)765-5502/Email: smetana@roadrunner.com

FS

SHEET
1 OF 1

CITY COUNCIL STAFF REPORT

DATE: June 7, 2016
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-16-3, Vacation of the 20' Public Sewer Easement in the Crossroads Subdivision**

DECISION POINT

The applicant, HJ CDA, L.P. – Alan Johnson, is requesting the vacation of a portion of a 20' public sewer easement located in Lot G of Block 1 of the Crossroads Subdivision.

HISTORY

The public sewer easement on the subject property was originally installed with the Zanetti Subdivision in 2009 and then kept in place on the Crossroads Subdivision in 2013. The sewer main has been relocated and is no longer in the existing easement. The General Services Committee unanimously approved the action at its regularly scheduled meeting on May 23, 2016 and directed staff to proceed onward for Council action.

FINANCIAL ANALYSIS

There is no financial impact to the City. No additional tax revenue would be generated by the vacation because it is an easement and not property in fee.

PERFORMANCE ANALYSIS

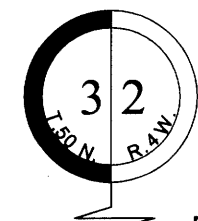
The purposes of this request is to vacate a portion of a 20' public sewer easement that is no longer in use due to the relocation of the existing sewer main during the construction of The Crossroads Shopping Center. The reason for this request is to accommodate the development of the subject property. The unused easement portion unnecessarily encumbers the buildable area of the parcel, jeopardizing the owner's ability to affectively develop the property. The Development Review Team was informed about this vacation and did not have any concerns.

RECOMMENDATION

Staff recommends to the City Council to approve the vacation action per Idaho Code Section 50-1306, and, to vacate the noted easement to the applicant, HJ CDA, L.P. – Alan Johnson.

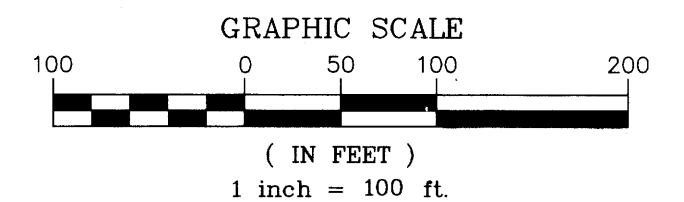
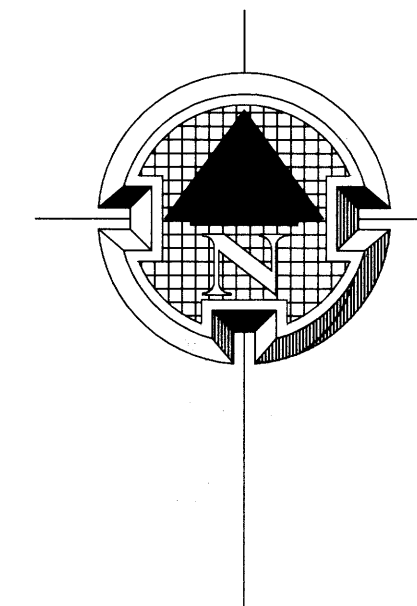
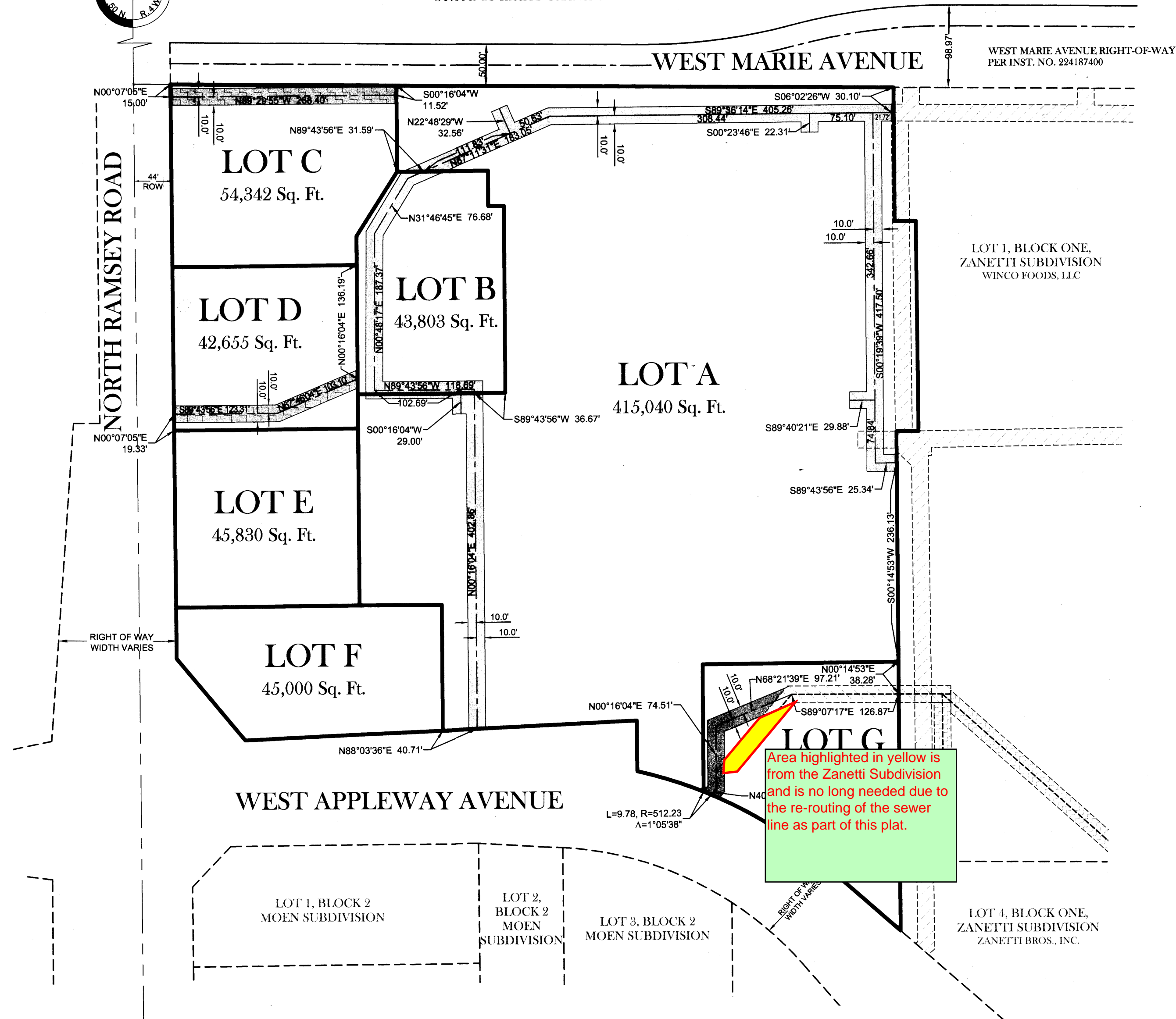
Book-K Page 405A
Instrument# 2407308000

THE CROSSROADS SUBDIVISION
LOTS 2 AND 3, BLOCK 1, OF ZANETTI SUBDIVISION AND
LOT 1, BLOCK 1, OF MOEN SUBDIVISION
LOCATED IN THE SW1/4 SW1/4 OF SECTION 2,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



FOUND ACCESSORIES AS
DESCRIBED IN CP&F # 2030652

STATE OF IDAHO TRANSPORTATION DEPARTMENT



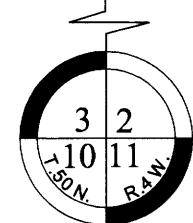
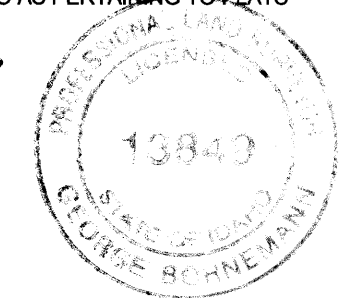
LEGEND

- PROPERTY BOUNDARY - SUBJECT
- PROPERTY BOUNDARY - ADJACENT
- PUBLIC SEWER EASEMENT PER ZANETTI SUBDIVISION
- PRIVATE SEWER EASEMENT PER ZANETTI SUBDIVISION
- WATER EASEMENT PER ZANETTI SUBDIVISION
- PRIVATE SEWER EASEMENT PER THIS SUBDIVISION
- PUBLIC SEWER EASEMENT THIS SUBDIVISION
- PUBLIC WATER EASEMENT THIS SUBDIVISION

SURVEYOR'S CERTIFICATE

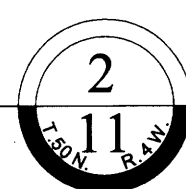
I, GEORGE BORNEMANN, P.L.S. NO. 13849, STATE OF IDAHO, DO HEREBY CERTIFY
THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY SUPERVISION IN
ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS
AND SURVEYS.

George Bornemann 4/2/13
GEORGE BORNEMANN, P.L.S. NO. 13849

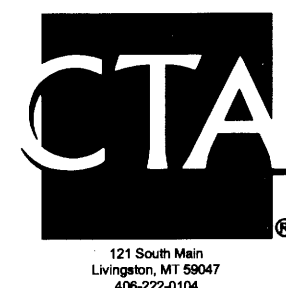


FOUND BRASS CAP AND
ACCESSORIES AS DESCRIBED
IN CP&F # 2189634

N89°40'51"W 2672.65'
BASIS OF BEARINGS



FOUND ALUM CAP AS
DESCRIBED IN CP&F # 2189635



DRAWN BY: GSB
CHECKED BY: CDK
DATE: 03-27-2013
CTA # WINCDA PLAT
CADD FILE: K.WINCO

1/4	Sec.	T.	R.
X	2	50N	4W
X	X	X	X
X	X	X	X

BOISE MERIDIAN
COEUR D'ALENE
KOOTENAI COUNTY
IDAHO

THE
CROSSROADS
SUBDIVISION

EASEMENTS

SHEET
2 OF 3

COUNCIL BILL NO. 16-1012

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY< IDAHO, VACATING A PUBLIC SEWER EASEMENT IN THE CROSSROADS SUBDIVISION, RECORDED IN BOOK "K" OF PLATS, PAGE 405, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A 20 FOOT WIDE PUBLIC SEWER EASEMENT LYING IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said easement be vacated;

NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. That the following described property, to wit:

Legal description and drawing, attached as Exhibits "A & B"

be and the same is hereby vacated.

SECTION 2. That said vacated easement shall be relinquished, released, revoked and abandoned, and the current owners of the property affected by said easement, their heirs and assigns, shall be the beneficiaries of the vacation.

SECTION 3. That the franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d' Alene at a regular session of the City Council on June 7, 2016.

APPROVED by the Mayor this 7th day of June, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
PUBLIC SEWER EASEMENT VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating a portion of a public sewer easement in the Crossroads Subdivision.

Such easement is more particularly described in Exhibits "A & B" to this Ordinance, which are on file in the City Clerk's Office.

The Ordinance further provides the Ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. ____, together with the exhibits, is available at Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, vacating a portion of a 20 foot wide public sewer easement in the Crossroads Subdivision, and find it to be a true and complete summary of said Ordinance which provides adequate notice to the public of the context thereof.

DATED this 7th day of June, 2016.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT "A"

ABANDONED SEWER EASEMENT

A PORTION OF LOT G OF THE PLAT OF THE CROSSROADS SUBDIVISION, BOOK K, PAGE 405, RECORDS OF KOOTENAI COUNTY, IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT G;
THENCE 9.78 FEET FOLLOWING THE RIGHT-OF-WAY LINE OF WEST APPLEWAY AVENUE ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 512.23 FEET, A CENTRAL ANGLE OF $1^{\circ}05'38''$, A CHORD BEARING OF $S 66^{\circ}49'29'' E$ AND A CHORD DISTANCE OF 9.78 FEET TO THE CENTERLINE OF AN EXISTING 20 FOOT WIDE SEWER EASEMENT;
THENCE LEAVING THE SAID RIGHT-OF-WAY LINE, ALONG THE SAID CENTERLINE OF THE SEWER EASEMENT, $N 0^{\circ}16'04'' E$, 27.68 FEET TO A POINT;
THENCE LEAVING THE SAID CENTERLINE, $S 88^{\circ}55'29'' E$, 10.00 FEET TO THE EASTERLY LINE OF THE SAID EXISTING 20 FOOT WIDE SEWER EASEMENT AND TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;
THENCE ALONG THE SAID EASTERLY LINE $N 0^{\circ}06'04'' E$, 4.79 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF AN ABANDONED 20 FOOT WIDE SEWER EASEMENT;
THENCE FOLLOWING THE SAID WESTERLY LINE OF THE 20 FOOT WIDE ABANDONED SEWER EASEMENT, $N 40^{\circ}44'37'' E$, 70.90 FEET TO THE SOUTHERLY LINE OF THE SAID 20 FOOT WIDE EXISTING SEWER EASEMENT;
THENCE ALONG THE SAID SOUTHERLY LINE, $N 68^{\circ}21'39'' E$, 43.14 FEET;
THENCE LEAVING THE SAID SOUTHERLY LINE OF THE 20 FOOT WIDE EXISTING SEWER EASEMENT ALONG THE EASTERLY LINE OF THE SAID 20 FOOT WIDE ABANDONED SEWER EASEMENT, $S 40^{\circ}44'37'' W$, 98.77 FEET;
THENCE ALONG THE SOUTHERLY LINE OF THE SAID 20 FOOT WIDE ABANDONED SEWER EASEMENT, $N 88^{\circ}55'29'' W$, 21.94 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING APPROXIMATELY 1749 SQUARE FEET.

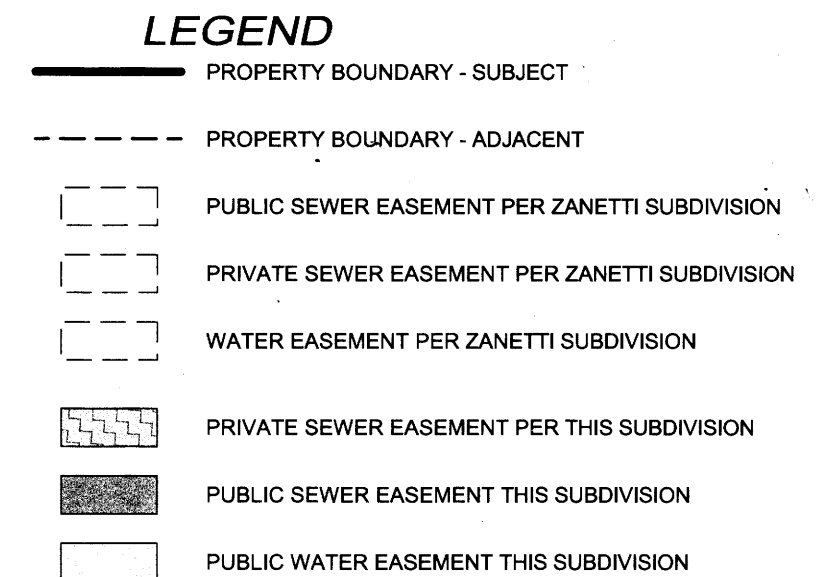


GRAPHIC SCALE

100 0 50 100 200

(IN FEET)

1 inch = 100 ft.

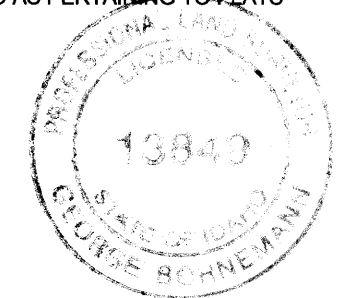


I, GEORGE BORNEMANN, P.L.S. NO. 13849, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS.

George Bornemann 4/2/13

GEORGE BORNEMANN, P.L.S. NO. 13849

APR 2 2013
IDAHO STATE PLAT BOOK



DRAWN BY: _____ GSB
CHECKED BY: _____ CDK
DATE: _____ 03-27-2013
CTA # _____ WINCDA PLAT
CADD FILE: _____
_____ K:WINCO

$\frac{1}{4}$	Sec.	T.	R.
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<div><div></div><div></div></div>	X	X	X

BOISE MERIDIAN
COEUR D'ALENE
KOOTENAI COUNTY
IDAHO

THE CROSSROADS SUBDIVISION

SHEET
2 OF 3

MEMORANDUM

TO: MAYOR WIDMYER AND THE CITY COUNCIL

DATE: JUNE 7, 2016

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

RE: APPROVAL OF ANNUAL CONSOLIDATED PERFORMANCE AND
EVALUATION REPORT (CAPER) FOR THE USE OF COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FOR PLAN YEAR 2015.

DECISION POINT:

- To authorize the Plan Year 2015 Consolidated Performance and Evaluation Report (CAPER) for the use of Community Development Block Grant (CDBG) funds.

HISTORY: The City is required to submit an annual performance report with a fifteen-day public comment period. The notice of the public comment period and notice of public hearing was published on May 23, 2016, with the public comment period ending June 7, 2016. No comments were received thus far.

FINANCIAL: No funds are being requested for this program.

PERFORMANCE ANALYSIS: Authorizing this report will allow staff to submit the report timely, and stay in compliance with the HUD regulations.

DECISION POINT/RECOMMENDATION:

- To authorize the Plan Year 2015 Consolidated Performance and Evaluation Report (CAPER) for the use of Community Development Block Grant (CDBG) funds.



Community Development Block Grant

2015 Consolidated Annual
Performance and Evaluation
Report (CAPER)



Must Meet One of Three National Objectives

1. Benefit to Low and Moderate Income (LMI) persons.
2. Aid in the prevention of slum and blight.
3. Meet an urgent need.



Selecting Activities

Must meet the eligibility test

Must be within the Annual Action Plan and Consolidated Plan Goals

Consider: capacity of staffing, size of community and amount of allocation, local policy, and capacity of sub-recipient organizations.



Year in Review

Projects that carried over from PY 2014

- Trinity Group Homes (final grant payout) – **total awarded \$24,643**
- Safe Passage Community Grant (\$82.46 left to be paid out) **total awarded \$10,203**
- The children's Village (\$5,584.19 left to be paid out) **total awarded \$86,154**



2015 Year in Review

Goal: Increase supply of for sale housing at prices affordable to city's low to moderate income workers.

Goal: Increase the supply of rental housing affordable to extremely low income renters/residents with special needs/homeless

- The Housing Needs Assessment was completed



2015 Year in Review

Goal: Continue with neighborhood revitalization efforts including code enforcement, to improve the condition of housing and commercial properties in low income areas.

- Emergency Minor Repair and Accessibility Program (EMRAP) – expended \$28,205.58 on 13 completed projects.
- Remaining 2015 funds will assist 3 additional households, one being a code enforcement project up to \$20,000.

2015 Year in Review

*Goal: Public Service Activities other than
Low/Moderate Income Housing
Community Opportunity Grants*

Two Community Opportunity Grants were awarded:

- The Boys and Girls Club was awarded \$37,000 (paid from 2014 funds through a substantial amendment during PY 2015)
- St. Vincent de Paul was awarded \$162,840

BUDGET CATEGORY	% OF ALLOCATION	AMOUNT
ADMINISTRATION PAC & CITY	20.0%	\$58,210
INCREASE SUPPLY OF HOUSING	0%	\$0
COMMUNITY PROJECTS	56%	\$162,840
SIDEWALKS	0%	0
NEIGHBORHOOD REVITALIZATION	24%	\$70,000
ECONOMIC DEVELOPMENT	0%	0
TOTAL:	100%	\$291,050



Public Comment

No public comments have been received.



Requested Action

- Accept any additional public comments.
- Approve the CAPER report so it may be submitted to HUD.