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

AGENDA

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

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

October 20, 2026

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Leslie Watson, Northern Idaho Unitarian Universalists

C. PLEDGE OF ALLEGIANCE

D. AMENDMENTS TO THE AGENDA: Any items added less than forty-eight (48) hours prior to the meeting are added by Council motion at this time. **Action Item.**

E. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

F. ANNOUNCEMENTS:

1. City Council
2. Mayor – Appointment of the following Student Representatives: Naomi Baker and Etta Corkill (alternative) to the Library Board; Mason Christopher Terdoest to the Parks & Recreation Commission; Nora Crabtree and Alysyn Amaya (alternative) to the Arts Commission; Zachary Taylor Garride to the Pedestrian & Bicycle Committee; and David Dance and Lucas Davisson (alternative) to the Urban forestry committee.

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

G. CONSENT CALENDAR: Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.

1. Approval of Council Minutes for the October 6, 2026, Council Meetings.
2. Setting of a Public Works Committee Meeting on October 26, 2026, noon.
3. Setting of a public hearing:
   a. **November 3, 2026**: To consider fee increase for Administration, Fire, Municipal Services, Parks, Police, and Wastewater Departments.
4. Approval of Bills as Submitted.
5. Approval of Financial Report.
6. **Resolution No. 26-081**
   a. Approve funding and authorize staff to enter into Community Development Block Grant (CDBG) award agreements for Plan Year 2026 with Lake City Center (Meals on Wheels), CDAIDE, Coeur d'Alene School District 271, and St. Vincent de Paul.

As Recommended by Sherrie L. Badertscher
Community Development Specialist

H. OTHER BUSINESS:

1. **Council Bill No. 26-1018 -** Approving amendments to Municipal Code Chapter 2.28.110, 2.28.120, and 2.28.130, regarding the Fire Marshal duties.

Staff Report: Fire Chief Jon Fugitt

2. **Resolution No. 26-082** - Approval of a Contract with JUB Engineers, Inc. for design of a traffic signal at Prairie Avenue and Courcelles Parkway, in the amount of $49,600.00.

Staff Report: Chris Bosley, City Engineer

3. Appeal Hearing of the Urban Forestry Committee's Denial of a request by Scott and Lee Wayman to remove a tree located at 801 E. St. Maries Avenue.

Staff Report: Monte McCully, Urban Forester

I. RECESS - to October 26, 2026, at 5:00 p.m. in the Library Community Room for a quasi-judicial hearing on a Request for Reconsideration of City Council Approval of S-2-26AA on August 31, 2026, by Madelyn Knutson: Coeur Terre 2 Subdivision.

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

NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 72 hours in advance of the meeting date and time.

Coeur d'Alene

CITY COUNCIL MEETING

October 20, 2026

MEMBERS OF THE CITY COUNCIL:

Daniel K. Gookin, Mayor
Council Members English, Evans, Miller, Wood, Gabriel, Sheckler

ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: October 13, 2026

RE: **APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES**

The following Student Representative appointments are presented for your consideration for the October 20, 2026, Council Meeting:

LIBRARY BOARD	KATHERINE NAOMI BAKER (Rep) (Reappointment) ETTA CORKILL (Alt) (Reappointment)
PARKS & RECREATION COMMISSION	MASON CHRISTOPHER TERDOEST (Reappointment)
ARTS COMMISSION	NORA CRABTREE (Rep) (Reappointment) ALYSYN AMAYA (Alt) (Reappointment)
PEDESTRIAN & BICYCLE COMMITTEE	ZACHARY TAYLOR GARRIDE (Rep)
URBAN FORESTRY COMMITTEE	DAVID DANCE (Rep) LUCAS DAVISSON (ALT)

Copies of their data sheets are in front of your mailboxes.

Sincerely,

Konner Petticolas
Executive Assistant

cc: Renata McLeod, City Clerk
Elizabeth Westenburg, Library Board Liaison
Melissa Brandt, Parks & Recreation Commission Staff Support/Arts Commission Staff Support
Monte McCully, Urban Forestry Committee Liaison
Shane O'Shea, Pedestrian/Bicycle Advisory Committee Liaison

CONSENT CALENDAR

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

October 6, 2026

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on October 6, 2026, at 6:00 p.m., there being present the following members:

Dan Gookin, Mayor

Amy Evans	) Members of Council Present
Kenny Gabriel	)
Dan Sheckler	)
Christie Wood	)
Kiki Miller	)
Dan English	) Member of Council Absent

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

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

PUBLIC COMMENTS:

Lee White, Rathdrum, announced himself as former Police Chief for the City of Coeur d'Alene and noted he wanted to speak regarding the amendment the budget for purchase of new Police Bearcat. Mr. White spoke about the timeline for purchasing the new Bearcat while he was still Police Chief. He noted that purchase was approved by former City Administrator.

Jeff Woehlert, Coeur d'Alene, spoke about a code issue regarding residential signs. Mr. Wahler noted there was a gap in the code and asked the Council to update the code regarding sign size for residential zones.

Paul Van Noy, Coeur d'Alene, spoke in support of continuing invocations at Council Meetings. He asked Council to consider the following options: to return responsibility to the Kootenai County Ministerial Association, appoint a City Chaplain, continue the lottery system that is in place, or substitute a moment of silence at the start of the City Council Meeting.

Matt Dean, Coeur d'Alene, spoke in support of keeping the invocation agenda and asked and the Council to update the policy as needed.

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ANNOUNCEMENTS:

Councilmember Miller wanted to share her appreciation to the Police Chief, Fire Chief, City Administrator, City Clerk, and City Planner for being able to attend the AIC District Meeting in Coeur d' Alene that happened earlier in the day.

Mayor Gookin announced the City is seeking applicants at the Historic Preservation Commission and applications are due by October 16, 2026. Other current Committee vacancies for the public include the Pedestrian and Bicycle Advisory Committee, Urban Forestry Committee, and Personnel Appeals Board. Applications can be found on the Volunteer Opportunities page of the city website www.cdaid.org/government/departments/municipal-services/volunteer-opportunities.

Mayor Gookin requested the appointment of Jacob Garringer to the Planning and Zoning Commission and Lindsey Morgan to the Library Board of Trustees.

MOTION: Motion by Evans, seconded by Miller, to confirm the appointments of Jacob Garringer to the Planning and Zoning Commission and Lindsey Morgan to the Library Board of Trustees. **Motion carried**

CONSENT CALENDAR:

1. Approval of Council Minutes for the September 15, 2026, Council Meeting.
2. Approval of Bills as Submitted.
3. Setting of General Services Committee meeting October 12, 2026.
4. Approval of the transfer and repurchase of Cemetery Deeds:
   a. Transfer of Niche 8, Section RIV, Block NCD, Forest Cemetery Annex (Riverview) from Linda Allen to Donna Edwards, $40.00
   b. Repurchase of Niche 12, Section RIV, Block NCD, Forest Cemetery Annex (Riverview) from Linda Allen, $900.00
5. Final Plat SS-26-07; Aqua Avenue Commercial Park
6. **Resolution No. 26-076** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE DESTRUCTION OF RECORDS FOR THE FINANCE, FIRE, AND MUNICIPAL SERVICES DEPARTMENTS PURSUANT TO THE CITY'S RECORDS RETENTION SCHEDULE.

DISCUSSION: Councilmember Wood had a question regarding Resolution 26-076 specifically within Municipal Services regarding old meeting tapes and if they are digitized and captured in a specific place. Municipal Services Director Renata McLeod noted that they have audio tapes of Council Meetings, Public Hearings, and the Mayor show tapes and old videos are stored on hard drives in the studio.

MOTION: Motion by Evans, seconded by Gabriel, to approve the Consent Calendar as presented**.Motion Carried.**

MOTION: Motion by Wood, seconded by Sheckler, to approve **Resolution No. 26-076**.

ROLL CALL: Sheckler Aye; Miller Aye; Gabriel Aye; Evans Aye; Wood Aye. **Motion carried**

RESOLUTION NO. 26-077

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING POLICY # 26-077 FOR THE WATER DEPARTMENT REGARDING WATER SERVICE REPLACEMENT.

STAFF REPORT: Water Department Director Kyle Marine presented Policy No. 26-077 for Water Service Replacement, noting the policy is not expected to create a significant fiscal impact to the City. The policy reinforces the Water Department's existing standards and practices for replacing aging, outdated, or unused water services. The goal with this policy is to capture the replacement services that have been unused for over 40 years on vacant lots or new lots and have the developer or contractor replace those services. When a service is required to be replaced under this policy, the cost of replacing the service will be the responsibility of the property owner, customer, or developer. This will help reduce future service failures and maintenance costs to the Water Utility while ensuring that properties are served by water services that meet current City standards and provide adequate flow and pressure. By requiring these old services to be replaced with services that meet current City standards, the policy will help reduce service failures, maintenance issues, and potential flow and pressure concerns, and he recommended Council approval.

MOTION: Motion by Evans, seconded by Wood, to approve **Resolution No. 26-077** - approving Policy No. 26-077 for Water Service Replacement.

ROLL CALL: Miller Aye; Gabriel Aye; Evans Aye; Wood Aye; Sheckler Aye. **Motion carried.**

RESOLUTION NO. 26-078

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ACCEPTANCE OF AN AQUIFER PROTECTION DISTRICT GRANT IN THE AMOUNT OF $1,200.00.

STAFF REPORT: Water Department Director Kyle Marine presented a request to accept an Aquifer Protection District Grant in the amount of $1,200.00. He noted the Water Department, along with several other entities, helps organize educational events and scheduled tours of our facilities to educate the public about the aquifer and promote water conservation and the protection of our water source. The Water Department currently has $15,000 budgeted for conservation education, which we use to purchase materials and develop projects that educate the public about the aquifer, how to protect it, and how to use water wisely. An additional $1,200 would help purchase the materials needed for the Department to build an interactive 3D model of the aquifer. The model would be used at our facility and transported to schools and other community events for educational purposes. The interactive 3D model would help educate the public on how the aquifer works, how water systems draw water from the aquifer, and how the aquifer is recharged. The Water Department would build the model for use at the water department facility and transport it to schools and other community events for educational purposes. The goal of the Aquifer Protection District in Kootenai County is to educate on the overall protection of the aquifer. This project supports the City's Comprehensive Plan goals for public education and aquifer protection

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by providing a hands-on tool to help residents better understand the importance of the aquifer and how their water use affects the resource. Increased public awareness can encourage more responsible water use and conservation, which helps protect the long-term sustainability of the aquifer. Conservation can also reduce peak water demand, which can help the City control operating costs and reduce the need for future infrastructure improvements associated with increasing water demand.

DISCUSSION: Mayor Gookin noted he received a letter from the City of Hayden regarding a study they are doing regarding the Rathdrum Prairie Aquifer and asked Mr. Marine if he was aware of this study. Water Department Director Kyle Marine stated he is aware of this study. Mayor Gookin asked if there is a concern regarding the capacity of the aquifer. Mr. Marine stated that he knows of the study and the overall goal is education on protection of the aquifer.

Mayor Gookin asked if there is a concern regarding capacity. Mr. Marine responded that at this current time there are not, but the Spokane Joint Aquifer Board is doing studies on the capacity and looking for grants to upgrade those studies.

MOTION: Motion by Wood, seconded by Sheckler, to approve **Resolution No. 26-078**, authorizing the acceptance of an Aquifer Protection District Grant in the amount of $1,200.00.

ROLL CALL: Miller Aye; Gabriel Aye; Evans Aye; Wood Aye; Sheckler Aye. **Motion carried.**

RESOLUTION NO. 26-079

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., FOR ENGINEERING SERVICES RELATED TO THE 2026–2027 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS IN THE AMOUNT OF $252,976.00.

STAFF REPORT: Wastewater Department Director Mike Anderson presented a Professional Services Agreement with J-U-B Engineers, Inc., for engineering services related to the 2026–2027 Wastewater Collection System Capital Improvement Projects in the amount of $252,976.00. Each year, the Wastewater Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City's aging sewer collection infrastructure. At the top of this year's list is continuing progress for Open Trench Rehabilitation and Replacement projects. This project will continue the sewer main replacement in the alleyways between 17th and 18th Streets, and 18th and 19th Streets, North of Young Avenue. The project will consist of replacement of approximately 1050 linear feet total between both alleyways. Pursuant to Idaho Code § 67-2320, the Wastewater Utility solicited firms for ongoing Professional Engineering Services through the request for qualifications process. J-U-B Engineers, Inc., was selected from the list of preapproved providers. Wastewater Utility has determined that J-U-B will provide the best services based on qualifications and demonstrated competence. Therefore, it is proposed that a contract be awarded to J-U-B for the 2026/2027 Wastewater Collection System Capital Improvements Projects. Construction will start in the summer of 2027 and noted that will disturb individuals who live in the area due to the construction that will be on going.

DISCUSSION: Councilmember Miller asked if the price that is presented tonight includes JUB creating an engineer's estimate of the project as well coordinating putting it out to bid. Mr. Anderson replied that those items are included in this project.

MOTION: Motion by Gabriel, seconded by Evans, to approve **Resolution No. 26-079**, approving a Professional Services Agreement with J-U-B Engineers, Inc., for the 2026–2027 Wastewater Collection System Capital Improvement Projects engineering services in the amount of $252,976.00.

ROLL CALL: Gabriel Aye; Evans Aye; Wood Aye; Sheckler Aye; Miller Aye**.**
Motion carried.

RESOLUTION NO. 26-080

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AMENDMENT TO INCREASE THE FISCAL YEAR 2026-2027 BUDGET BY THE AMOUNT OF $382,432.00 FOR THE REPLACEMENT OF A VEHICLE AND EQUIPMENT DESTROYED IN 2024 DURING THE POLICE DEPARTMENT SUPPORT SERVICES BUILDING FIRE, $178,000.00 OF WHICH AMOUNT IS FROM THE REMAINING INSURANCE PROCEEDS AND $204,432.00 OF WHICH AMOUNT WILL COME FROM THE GENERAL FUND BALANCE.

STAFF REPORT: Police Chief Greg Yeager introduced Brett Nelson, the Police Departments new Captain. Mr. Nelson previously served as undersheriff for Kootenai County and has approximately 34 years of law enforcement experience.

Chief Yeager requested a proposed amendment increasing the Fiscal Year 2026–2027 budget by $444,432.00 for the replacement of a vehicle and equipment destroyed in the 2024 Police Department Support Services Building fire. This request is to use $178,000 in remaining insurance proceeds and $266,432 from the General Fund balance. It was noted that insurance proceeds had been spent on other related equipment lost in the fire which led to insufficient funds to pay for the BearCat (armored rescue vehicle). He noted that there was a decision to order a BearCat due to it taking many years to build this vehicle and agency leadership in 2024 wanted to order right away after the fire. The SWAT Commander notified the Police Chief that the BearCat was completed, and they asked for payment within 30 days of delivery. Chief Yeager said the Police Department had prioritized the BearCat due to it providing officers with substantial protection during high-risk incidents and described the operational purpose of it, the motorcycles, UTV, and protective equipment. Chief Yeager noted that in addition to the purchase of the BearCat, he would like to purchase two new motorcycles for the Police Department due to three motorcycles being lost within the fire. He pointed out a spreadsheet in the packet that listed many items lost in the fire that the Police Department would not seek to replace or would replace through existing funding sources. Chief Yeager explained that $178,000.00 would be funded through remaining insurance proceeds and $266,432.00 would be paid from General Fund balance to fund the armored rescue vehicle, a UTV, two motorcycles, and protective equipment for civil disturbances.

DISCUSSION: Councilmember Wood asked Police Chief Greg Yeager how the insurance fund got spent and where were they spent. Chief Yeager replied that he was not present for some prior discussions that were had, but once he learned about this needed expense, he dug into the records and spoke to one of the former employees who was a part of the purchasing agreement. He explained the former employee used their E-mail account as a filing system. The former employee told him the BearCat specifically was going to come from the insurance money and they believed they had documentation showing a price reasonableness form and other forms too. Chief Yeager asked to be walked through their files to help find documentation, in order to gain better understanding of the situation. Chief Yeager noted that the former employee was unable to direct him to certain documents and he was unable to see where the Police Department clearly communicated with the Finance Department, that they placed the BearCat order. Though the chief and several employees looked through many emails and files, they did not find official notifications to Finance. Ms. Wood asked another question regarding if the former employee identified where the money was, and if it was earmarked and if it was approved, with Chief Yeager replying that the former employee told him the funds had been dedicated by the agency and Finance had been told. He believed the internal documentation he saw from the Police Department was consistent with a belief that the BearCat was going to be purchased with insurance money. He stated that he believed the department and Finance both believed the other was watching the balance, the expended funds had been used for fire losses, but they just passed the mark of having money left for the BearCat.

Councilmember Wood raised concerned about the purchasing of two motorcycles, noting that the previous Chief and previous City Administrator had agreed the motorcycle program was not going to be brought back. She explained Council likes to see that in a budget request with data that supports the need for the item. Councilmember Wood expressed concern about a budget shortall. Chief Yeager explained that he was asked to bring all losses forward in the report and that he'd gladly work with staff to bring the motorcycles forward later as part of a community safety focus to decrease traffic violations and collisions.

Mayor Gookin noted that the purchase of a BearCat was an issue and the City has now been made aware of the issue. This has never happened to Council and the City where we had a building fire and had to authorize the City for emergency expenditures. Normally there is a process that takes place when purchasing higher priced items and that was not followed due to the declaration of an emergency. Mayor Gookin addressed Councilmember Wood and advised her that Finance is working on a purchase policy that will make sure this will not happen again.

Councilmember Sheckler asked how it would affect the department if motorcycles were not approved at tonight's meeting rather than put into the budget for future years. Chief Yeager responded that it would affect them in traffic safety areas but going into the wintertime and when motorcycle's are not used as much is a good time to have the discussion. He noted that waiting for motorcycles would not be a detrimental halt for the winter.

Councilmember Gabriel noted how important the UTV is to the Police and Fire department especially in the summertime in the downtown area of the City. It was asked if the original

motorcycles were leased, with Chief Yeager confirming that the original motorcycles were leased and the initial opinion of the Traffic Sergeant was that purchase may be better for this different make. Councilmember Gabriel asked that if the Department was going to purchase equipment surrounding civil disturbance. Chief Yeager stated that in many Police Department models there is a core team that is trained for disturbances (usually called field force). This team is specifically trained and gets more training than average officers to deal with civil disturbances, but usually the rest of the Police Department will have some of this equipment. He mentioned that the Police Department formerly had such a unit and this was a small start to having the necessary equipment for any officers to safely manage an incident.

Councilmember Miller noted she wanted to be clear that the Police Department could not find clear documentation in the purchase of the BearCat, with Chief Yeager confirming that he, and staff members, could not find official documents that showed that the Police Department had informed Finance of the purchase of the BearCat.

Councilmember Miller asked Finance Director Katie Ebner to speak regarding the procedures of purchasing after the fire. Ms. Ebner responded there was a Declaration of Emergency for spending and noted that when she was informed of the purchase of a BearCat, she was surprised. If a price reasonable form was used in this scenario it would alleviate this issue. Councilmember Miller asked if the new purchase policy will come back to Council for approval, with Ms. Ebner noted that the City has moved to a centralized system for purchases to ensure procedure are followed prior to purchasing items.

Councilmember Wood asked to remove the motorcycles from the motion to approved, and asked the Police Department to come back through the normal budget process.

MOTION: Motion by Sheckler, seconded by Wood, to approve **Resolution No. 26-080**, approving an amendment to increase the fiscal year 2026-2027 budget by the amount of $382,432.00 for the replacement of a vehicle and equipment destroyed in 2024 during the Police Department support services fire, $178,000.00 of which amount is from the remaining insurance proceeds and $204,432.00 of which amount will come from the General Fund Balance.

ROLL CALL: Gabriel Aye; Evans Aye; Wood Aye; Sheckler Aye; Miller Aye. **Motion carried.**

DISCUSSION REGARDING INVOCATION POLICY

STAFF REPORT: Ms. McLeod noted that the Mayor had requested this item be brought forward before the next lottery round of seeking people to fill the invocation spot. She noted that the tradition of doing an invocation at a Council meeting appears to have begun in June of 1970. The Council created guidelines through a motion in 2022, which limited those providing the invocation have a religious facility within the city limits. In 2025 the Council opened the guidelines to including any non-profit, faith-based organization located within Kootenai County. This year she noted that only twelve participants registered to fill the 24 Council meetings, so many provided the invocation more than once. She requested Council to provide direction to staff to either continue with the lottery, amend the guidelines, no longer hold invocation, or provide for a moment of silence at the beginning of the meetings.

DISCUSSION: Mayor Gookin asked Ms. McLeod if Pastor Van Noy's suggestions in public comment regarding the Ministerial Association managing the invocation could be used even if it is not one of the selections listed on the agenda. Ms. McLeod responded that Council is able to make that decision and give direction to staff.

Councilmember Wood noted that staff have been doing an excellent job and having a variety of pastors have been coming to the meeting has been refreshing.

Councilmember Miller asked Ms. McLeod what brought this item forward, with Ms. McLeod responding that the lottery will open next month for invocations and there was a discussion with the Mayor to bring this back up to Council. Mayor Gookin noted that last year Councilmember Miller requested it be brought back for discussion.

Councilmember Shekler asked City Attorney Randy Adams if he had any concern regarding the first amendment if they were to move the invocations back to the ministerial group. Mr. Adams responded that it depends on how they run it. Mr. Adams noted that the Supreme Court has said that invocations cannot show bias toward minority religions so we would have to make sure that does not happen.

MOTION: MOTION: Motion by Miller seconded by Wood to continue with the invocation policy.

ROLL CALL: Wood Aye; Evans Aye; Miller Aye; Gabriel Aye; Sheckler Nay. **Motion carried.**

Mayor Gookin called for recess at 7:24 p.m. The Council meeting resumed at 7:35 p.m.

QUASI-JUDICIAL: A-2-26 - A PROPOSED 9.32-ACRE ANNEXATION IN CONJUNCTION WITH ZONING FROM COUNTY AGRICULTURE TO CITY R-17 (RESIDENTIAL AT 17 UNITS PER ACRE); LOCATED AT 3050 W. PRAIRIE AVENUE AND 7790 N. ATLAS ROAD; APPLICANT IS ENDURA DEVELOPMENT ON BEHALF OF DAVID SWENSON.

STAFF REPORT: Barbara Barker, Associate Planner, noted that Endura Development on behalf of David Swenson requested for annexation of 9.32-acre in conjunction with zoning approval from County Agricultural to R-17 (Residential at 17 units pe acre) zoning district, and approval of an Annexation. The subject property is located at 3050 W. Prairie Avenue and 7790 N. Atlas Road, which is in the unincorporated area of the County and consists of single-family home and farmland located on it. Ms. Barker clarified the decision is only for the annexation in R-17 zoning. The applicant has not come forward with any subdivision or PUD at this time, the 161 multifamily unit count that has stated in this report and in the presentation is not what has been proposed for development. The parcels are currently in Kootenai County and R-17 has been requested. The property would be connected to City sewer, and the water provider would be Hayden Lake Irrigation District. Existing uses are to remain until development occurs, and Planning and Zoning Commission hearing did not result in a recommendation to Council for zoning. There have been some changes since the prior hearing with the Planning and Zoning Commission and tonight, the

applicant has changed to Endura Development, and changed to Whipple Engineering, Atlas Road has become the primary access, the Fire Department has defined a second access criteria, the applicant has added larger setbacks for three-story multifamily development. Engineering has defined the traffic study criteria, and Garden Grove development, which is a development to the east. This is comprised of two different parcels. This is the one at 3050 Prairie and one at 7790 Atlas. Both of those parcels add up to the 9.32. R-8 has been built next to this location and around it too. Ms. Barker wanted to make a note that the area was identified in the Comprehensive Plan as urban neighborhood which does list R-17 as the compatible zone. R-17 zoning allows for multifamily, duplexes, or single-family dwellings. Additionally, it allows for administrative offices, childcare facilities, community education, and public neighborhood recreation, which is not an exhaustive list. R-17 zoning allows for the following heights; multi-family apartments can be up to forty-five feet, duplexes up to thirty-two, single-family thirty-two, and then all the other commercial type uses can be as high as forty-five feet.

Mayor Gookin asked what the front setback would be with Ms. Barker replying that the setbacks are defined in the code, but would not know what the frontage is until development plans are developed. She wanted to make sure to pay attention to condition four which has to do with increasing setbacks and the way that it has worded. It is defined at the eastern edge, and this is the setback they tried to take care of in the proposed road access and has changed from the last hearing. Developers are now proposing Atlas Road would be the primary access to this development when the development happens, and then the secondary access would be at the DaylilyDrive. In the previous hearing DaylilyDrive was the primary instead of Atlas Road.

Ms. Barker explained that there are four findings that should be met for a zone change request to be approved: the proposal is in conformance with the Comprehensive Plan policies; public facilities and utilities are available and adequate for the proposed use; the physical characteristics of the site do make it suitable for the request at this time; and the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses. Ms. Barker outlined several findings necessary for annexation. The first finding is whether the proposal aligns with the comprehensive plan, which designates the area for mixed-use low development without a commercial component. The comprehensive plan serves as a guide, and minor deviations do not require changes. The proposal includes townhomes and multifamily housing, aligning with the plan's transportation and policy elements. Public facilities and utilities are adequate, with no significant concerns from relevant city departments. The site is suitable for the proposed use, being flat and well-documented. There are twenty-one conditions that were recommended by City staff to be included in an annexation agreement.

The dead end at Daylily Drive would be the quickest way to go down to that street and up Celebration Parkway to get to Prairie. Ms. Barker noted that Post Falls Highway District has told the developers they will not allow direct access onto Prairie from the property, and there have been discussions about it as a fire access only.

Councilmember Wood asked if there has been consideration for traffic to go onto Atlas Road rather than the small neighborhood sitting next to this land. Ms. Barker stated there has been consideration and main access will be out Atlas Road and secondary access will only be out to Daylily Drive. The traffic study will determine how big the street should be, how much traffic it can take, and it’s going to define the width of what that access has to look like onto Atlas Road. Councilmember Wood asked where the access would be onto Atlas Road if a traffic study would

determine an access point. Ms. Barker responded that an access point would be near the pumpkin patch located on Atlas Road pushing this point as far south as they can. Councilmember Wood asked if this would push all the way through the subdivision as a city street. Ms. Barker noted that it is undetermined if it is going to be a city street or private because it would depend on what they develop.

Ms. Barker noted that the dead end at Daylily Drive has always been shown as a future connection point for adjacent land development and the Planned Unit Development (PUD) was designed and platted for access to western development. This extra access will help dispersing traffic and not to force all traffic to Atlas, although this is unknown until the traffic study is done. The PUD was meant for bicycle and pedestrian connectivity to the western development as a method to get over to Atlas Road. Ms. Barker stated that City Engineer Chris Bosley spoke about this as development was unknown at the prior hearing, annexing itself does not create any additional traffic. Once the applicants come forward with something in terms of a subdivision or building permits, a traffic study can be requested and be able to figure what to do with these streets. The potential 161 multifamily homes are based on the maximum amount that could be created for this size of a property if it is fully developed as multifamily. Though it is unknown if that is what the developers are proposing.

Mayor Gookin asked if the applicants applied for a PUD, can that number increase. Ms. Barker responded that one of the conditions is that it can never go more than seventeen units per acre, which is where the 161 number cap came from.

Ms. Barker spoke on the neighborhood, single family dwellings and commercial auto repair that are located around this property, noting they will remain in the County. The Landings neighborhood is listed at R-8 zoning and the Garden Grove at R-8 PUD. However; multifamily in the Landings is zoned at R-17 and then Landings also has single-family two-story show what is in the area around this proposed annexation. Ms. Barker noted that there is multifamily around the area; however, the majority of dwelling units are single family homes, and this would add a pocket of higher density living. An added note from staff if there is an early stage of development that is intensified that there will be a buffer and required to have five feet. Staff has presented 21 recommendations, at the best interest of the City, the Planning Director has recommended that Council direct staff and the applicant to negotiate a Development Agreement, which would come forward with the Annexation Agreement at a future hearing for future development. One recommendation is that all of the access from these residences has to be through a major access rather than a bunch of separate driveways. Housing development will have internal circulation and that development on the subject property is suggested to be R-17. Any multifamily development along the property lines abutting Garden Groves, would be limited to two story building height with an increased setback of 25 feet for principal buildings, 10 feet for accessory, and in the event a three story multifamily development comes forward the setback would be increased to a 50 foot property line. The existing use of 790 Atlas for the pumpkin patch is going to require a non-conforming use certificate in which would have to apply and get approved.

Councilmember Wood asked if there was a carve out for the pumpkin patch due to staying in business. Ms. Barker confirmed that is the case, but they have included that property in this agreement for annexations, which would be zoned R-17; although they are using it as a single home, with the intention to keep it as a single house and pumpkin patch.

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Mayor Gookin asked if carving out the pumpkin patch would increase the density of the remaining acreage. Ms. Barker noted it could be larger potentially and that with condition six there would be approximately twenty feet of right of way along Atlas Road dedicated to the City to achieve the required right-of-way width. Atlas Road frontage will be improved to city standards. That connection to Atlas is going to have a 10-foot multimodal path next to it too. The traffic impact analysis will be required prior to issuance of any building permits or subdivision of the property. The analysis will determine internal circulation connectivity for vehicles, bicycles, and pedestrians, and the requirement for secondary or emergency access to Daly Drive and Prairie Avenue. Additionally, it will address traffic impacts and mitigation improvements required at the Atlas Road and Prairie Avenue intersection, and the Celebration Way Prairie Avenue intersection. An independent review of the traffic impact analysis by a consultant chosen by the City will be paid for by the developer.

Councilmember Sheckler asked about the requirement for secondary or emergency access with Ms. Barker stating if it is developed into multifamily there is going to have to be a second access. The Fire Department will determine the access needs, but Council can also add conditions. Councilmember Sheckler noted that he is concerned about boxing this in and wants to make sure this is open for engineer to say what they think is best for this development for connectivity and flow through that neighborhood.

Councilmember Wood asked why planning does not require traffic analysis prior to annexation. Ms. Barker responded that staff doesn't know how they might subdivide, or how they might use the property, but a traffic study could be done now. Ms. Barker noted that water will come from Hayden Lake Irrigation District (HLID) since the City is not providing water. Any improvements suggested must be installed and accepted prior to recordation of any subdivision or issuance of any building permit. Failure to provide required improvements in the time frame noted by the HLID will move the City to de-annex the subject properties. Council may direct staff to put together a development agreement, if there are things Council would like to include they could add them tonight. Wastewater sewer policy 719, is a standard that requires a thirty feet easement right-of-way. If further subdivided, 7790 Atlas will be required to connect to city sewer. 3050 Prairie Road will be required to connect to a sewer manhole at Daly Drive. 3050 Prairie Avenue will be required to show planned connection to sewer, and then connection to sewer within 365 days. Wastewater noted that no individual water wells will be allowed and must adhere to water service agreement between the City and HLID dated 2003. Any connection of other single family dwellings would require agreement by HLID to provide the City with actual meter reading data. Urban forestry added the 10-foot-wide path on the south side of Prairie Avenue where the current sidewalk is located. Also add the 10-foot-wide path on Atlas Road at the time of development. Add the five-foot sidewalk to connect that Garden Grove dead-end sidewalk. Street trees would be required on Prairie Avenue and making a point if the Post Falls Highway District has restrictions regarding street trees, the trees will be required to be put inside on the property. She reiterated that they are requesting R-17 zoning, but we do not know where they are developing. The request is to annex 9.32 acres at R-17 zoning; if the City does not feel like R-17 is appropriate you can make the condition to change that to an alternative. City Council must evaluate the annexation request in conjunction with R-17, make findings to approve, deny, or deny without prejudice. If the annexation is approved, the Annexation and Development Agreement will be negotiated at the direction of Council by staff and the applicant, with the recommended conditions as determined by the council.

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The Clerk swore in the applicant and all members of the public who would be providing testimony during the hearing.

APPLICANT PRESENTATION: Ray Kimbrel, Coeur d' Alene, noted he works for Whipple Consulting Engineers who is collaborating with the applicant regarding the annexation. The presentation showed a time lapse of photos regarding the land that is being talked about and housing built around it. The neighborhood next to the requested annexation is R-8 . The owner of this land decided it was time to annex the land in conformance with the comprehensive plan. Mr. Kimbrel noted that the 2022 comprehensive plan is a foundational document for zoning in the City or a zone change request. This specific property is Urban Neighborhood, and it shows that in the comprehensive plan on the future land use map. Mr. Kimbrel talked upon what Urban Neighborhood could be and the compatible zoning which are R-17, R-34, SUP, neighborhood commercial, community commercial, C-17, and C-17L. The R-17 zone is the least intense out of all those zonings. He noted that he believes the Comprehensive Plan states that if the land is annexed, it is envisioned to come in as one of those what six zones, and his client is asking for the least intense of those six. R-17 zoning next to R-8 zoning is a common type of transitional zoning, so from single family to apartment that then transitions to sometimes to a higher density uses like a C-17. Examples within the City were shown of current R-17 zoning locations next to R-8 built already.

Mr. Kimbrel believed that the proposed annexation met the conformance with the comprehensive plan policies and is a 100% aligned. The next goal is to provide safe, efficient traffic circulation for motorized, bicycle, pedestrian modes of transportation. Annexation when along an arterial-like Atlas rarely happens, the dedication of the right-of-way is not born. It is a gift to the City, the City does not have to buy it, additionally the debt and the improvements on the frontage are on the development. The improvements are built by the developer, and they are gifted to the City. It increases the capacity of the roadway out in front. If there is a traffic study associated with a development and there's mitigation required, that mitigation must be done. If there are traffic impact; fees that are paid goes into the City coffers that fund regional impacts and regional infrastructure.

R-17 zoning provides densities that support affordable housing stock. It allows for an increase in the inventory of housing, which drives down, or at least stabilizes, the cost of housing. City sewer is available on Atlas Road, which will be extended up Atlas and into the property. Hayden Lake Irrigation District water is available on site and will be extended from Daylily into the site as necessary per their master plan and all their requirements.

Mr. Kimbrel stated that there are not physical characteristics that make this unsuitable for annexation. R-17 development next to R-8 single family is quite common, and he presented multiple locations in the City where this happens and explain the design aspect where apartments are abutting next to single family. This design choice was one of the reasons that the developer offered an additional setback for any three-story apartment. The properties in Garden Grove are part of their PUD reduced the setback, their rear yard setback from twenty-five feet to ten feet. They do not have a lot of backyards with six-foot fence all the way along there. He noted that they heard at the Planning Commission hearing that that the separation was especially important. Twenty-five feet from two-story, which is the same as it would be for a single-family house. Single-

family house, two-story, twenty-five feet normal rear yard setback, fifty feet for three-story the developer is doubling that in an effort to mitigate the concerns of the neighbors. Mr. Kimbrel presented an example of what the development could look like noting his client does not know what kind of zoning they will be able to get. He noted that with firm belief that for something like this, if it were to develop as multifamily, a single access point onto Atlas Road for the daily ins and outs is the absolute most important thing, and the most appropriate thing for this is fire code may say that we have to have a second access due to amount of potential units on developed on the land.

Councilmember Sheckler raised a concern that the Comprehensive Plan talks about connectivity and if you do not have a neighborhood connected to the adjoining neighborhood it can cause issue. Councilmember Sheckler followed up with a question asking about the benefit of not having the secondary connection. Mr. Kimbrel responded that if this were to develop as a single-family neighborhood the road off Daylily would connect the neighborhoods, when it comes to single ownership apartment providing the pedestrian connectivity is incredibly important. Providing pedestrian connectivity allows people who lives within the development to walk throughout the development including ADA routes of travel out to the public ways throughout the development.

Councilmember Wood raised concern regarding reading the entire packet and questions by the Planning Commissioners and comments by the public. Councilmember Wood then asked why there would not be a city street off Atlas next to the pumpkin patch that connects with Daylily. Mr. Kimbrel said the concept did not show a vehicle road connecting through to Daylily because neighbors had opposed additional traffic through their neighborhood. He favored pedestrian access and gated emergency access for fire vehicles, but not a general vehicle connection, which he felt could encourage drivers to cut through the neighborhood and create safety concerns for residents and children.

Mr. Kimbrel noted that all this information ties back to these conditions regarding primary access and vehicular access onto Atlas. We also have offered a minimum of 50-foot setback from the eastern property line for three story, and we thought that was appropriate in this case, especially given the reduced setback that the adjoining properties have.

Councilmember Miller asked if the fifty feet would become one of the conditions of the annexation. Mr. Kimbrel confirmed it would and believes that its one of the conditions already put into place.

When looking at the key conditions traffic impact analysis and associated mitigation will be required for development zoning. There will be no change of traffic until there is a development application. The traffic analysis requirement would give the City assurance that any traffic mitigation form any development is dealt with and paid for by the developer. It is important there is pedestrian connectivity due to its neighborhood design and the maximum density of seventeen units per acre with no increases allowed. If there is three acres that the pumpkin patch is on, and seven acres that an apartment is on, then it would be seven times seventeen. Atlas Road right-of-way dedication and street widening that happens on the follow-on development. It adds capacity to the street network in the area at no cost to the City, and a 25-foot setback for two-story primary structures from the eastern property line, and a 50-foot for three-story.

PUBLIC TESTIMONY:

Laura Tipton, Coeur d Alene, spoke on her opposition on the type of development surrounding the R-17 zone. Ms. Tipton understands that R-17 has been developed against R-8 has happened in the City of Coeur d' Alene; however, does not believe this is the case in this scenario. She asked to approve the annexation to R-8 to match the neighborhoods it surrounds.

Curt Vitalie, Coeur d'Alene, spoke in opposition of the annexation, due to issues regarding traffic.

Jim Lechner, Coeur d'Alene, is in opposition of the annexation and knew there would be some sort of housing put into the land that sits behind his backyard. He noted that he hopes if development of houses does happen for it to be R-8 zoning rather than R-17.

Mary Rateliff, Coeur d'Alene, is not opposed to land being developed; however, asked the land to be developed with smaller single-family homes.

Jack Gannon, Coeur d'Alene, is in support of this annexation due to R-17 allowing different town house units to be built.

Trevor Beeching, Coeur d'Alene, is in support for this annexation as he has lived in the City all his life and believes in more affordable housing for younger individuals to able to obtain and believes this annexation could help with that issue.

Stan Pulsipher, Coeur d'Alene, spoke on his opposition of this annexation due to traffic issues that have risen in the neighborhood next to the proposed annexation. Mr. Pulsipher does not agree R-17 is a smart choice regarding this annexation.

Dave Swenson, Coeur d'Alene, spoke in his favor of this annexation. He explained he had purchased this land decades ago and has seen the growth happen all around the land and wants to retire and no longer take care of the land.

Connor Guinn, Coeur d'Alene, spoke in favor of this annexation as it would bring more affordable housing to the City and individuals who have not purchased homes before 2021 do not have the financial flexibility of individuals who bought before 2021.

Josie Kraw, Coeur d'Alene, spoke in opposition because she believes it is too high density for the area it is proposed. Ms. Kraw noted that no one is walking on Prairie Avenue due to the high-speed traffic.

Jayme Duma, Coeur d'Alene, is in opposition to this proposed annexation. Mr. Duma noted that R-17 is not the right zoning for that segment of land.

Bouwina Nelson, Coeur d'Alene, noted she is in opposition of this annexation due to the amount of traffic on Atlas and felt it will only make it worse.

Linda Cehr, Coeur d'Alene, is in opposition of this proposed annexation due to the amount of traffic and noise happening on Atlas Road. Ms. Cehr noted that traffic and noise has increased over the years since she has occupied her home.

Sandra Molten, Coeur d'Alene, is in opposition of this proposed annexation because she lives on a corner lot of the abutting neighborhood and noted her house would see increase in traffic if R-17 is approved.

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Wayne Strickland, Coeur d' Alene, is in opposition of this proposed annexation due to the impact of traffic on Atlas Road. Mr. Strickland suggested R-8 would be better suited compared to R-17 zoning.

Dennis Tanner, Coeur d'Alene, is in the opposition due to R-17 proposed and not R-8 for this proposed annexation.

Bob Zurn, Coeur d'Alene, spoke in opposition due to his concerns for traffic in the intersection of Atlas Road and Prairie Avenue. Mr. Zurn noted that if multifamily units get created it will create strain on the community he lives in.

Jeff Leishman, Coeur d'Alene, spoke in opposition of the proposed annexation due to the amount of proposed housing units. Mr. Leishman noted that R-17 would not do well and should be reviewed.

Stacey Numa, Coeur d' Alene, spoke in opposition due to the developers have not given any detail in what is going to be built in the proposed annexation and asked for more clarification on the proposed building on the annexation.

APPLICANT REBUTTAL: Ray Kimbrel of Whipple Consulting Engineer noted the goal is to do R-17 zoning on this land. Owners of this land would like to put the entry way onto Atlas and not put cars into the adjoining neighborhood. They have collaborated with staff to put together guardrails within the conditions for a Development Agreement that ensures that we do all these correct and could develop as an R-17. Traffic on Atlas is an issue and will not get better in the future. This property, in accordance with the Comprehensive Plan and the future land use map, calls for higher density development pattern. The Comprehensive Plan was like that when these people bought their homes in Garden Grove. If they had the opportunity and if they had the knowledge to go to the Comprehensive Plan to see what it said for the property right next to them, they would see that the plan was for higher density development, and the future land use map and the Comprehensive Plan very specifically says that for this area it should be R-17, R-34 SUP, neighborhood commercial, community commercial, commercial at 17 units per acre or C-17 limited, which is a limited commercial.

Mr. Kimbrel noted a potential fix to traffic is to widen Atlas Road and dedicating a right-of-way that is free to the City. The developer has agreed to a condition of approval that says when developed, they will do a traffic impact study and will mitigate any additional impacts, which is more than the building permits for the adjoining single-family homes ever had to do. I think the most important thing to remember if we talk about impact fees at the current rate, 160 units, the multifamily is just shy of $300,000 in impact fees. Annexation fees are $181,000, and if we are talking about affordability and doing more R-8 development because that is what's next door, that ship sailed, as R-8 development in the City of Coeur d'Alene are single family homes priced at $700,000, and that is not tackling affordability. Tackling affordability is about putting inventory on the market that may be different. The development has met all the criteria for R-17, and has established guardrails within the conditions, and asked that the Council to approve the R-17 zoning as conditioned.

DISCUSSION:

Councilmember Wood noted that annexation is entirely up to City Council, based on if it is right for the City and what are positives or negatives. A long-term landowner finally wanted to sell, and

we all can be grateful for that. Being the last person to sell does impact the surrounding neighborhoods, and that does have to be considered. Councilmember Wood questioned how this benefits the City due to what has been heard the traffic impact is extremely negative, and the City already has Coeur Terre coming up on Atlas Road that is not built yet, so we do not benefit in that aspect. She felt the City would be mitigating traffic for decades for this piece of property. The impact with the density to those neighborhoods is already there and it is a significant impact. The Council does not have to annex right now, they can come back with another plan that has less density. I agree with property rights but also look at the bigger picture of what the impact to the current neighborhood and the City dealing with traffic forever.

Councilmember Gabriel noted that if he was asking to annex nine acres of land in the City, he would ask for R-17. He felt they should look at the bigger picture; affordability is something that needs to be attainable and something that the City has been struggling with for some time. Councilmember Gabriel believes if this came back to R-8 zoning he could support it and be more comfortable compared to R-17.

Councilmember Miller noted she was weighing the need for housing and limited infill opportunities against traffic and neighborhood concerns. Councilmember Miller noted that higher density had been planned for this area before the current comprehensive plan and said a traffic study would be difficult to assess without knowing what would be built. She also questioned whether the Council could deny the annexation due to being bound by laws to say the reason they are denying this annexation.

Councilmember Evans asked Ms. Barker for clarity regarding the 45-foot setbacks and how many stories each building could be. Ms. Barker stated that it would be three stories.

Councilmember Evans asked City Attorney Randy Adams if he could talk about the annexation process coming forward without knowing what is going to be built there. Mr. Adams noted that the annexation process is a mechanism for the orderly development of the City including the efficient and economically viable provision of tax-supported, fee-supported municipal services, and equitably allocate costs of public services.

Councilmember Evans asked City Engineer Chris Bosley about the traffic concerns and the traffic studies happening in that area. Mr. Bosley confirmed that Atlas Road will not be widened any further than it is. He noted that they already have signals planned on Prairie Avenue that will help alleviate a bit of traffic in that area. No other signals would be preferred on Atlas due to the concern it will slow down traffic. In regards to R-17 zoning, the biggest impact for the development would be getting people in and out.

Councilmember Sheckler noted that when he looks at the Comprehensive Plan, it identified this as an area of higher density use for future city growth. It is located near the intersection of two major roads, Atlas and Prairie. He saw that the applicant was seeking the lowest density option identified for the area rather than higher uses allowed by the Comprehensive Plan and that the request has met the plans standards.

Councilmember Wood said she agreed with Councilmember Gabriel, the Council was not required to approve the annexation just because the owner requested it. She viewed the Comprehensive Plan as guidance, not a mandate, and said the Council could consider the traffic and neighborhood impacts, as well as the long-term costs to taxpayers. She favored sending the proposal back or

denying it without prejudice so the applicant could return with a proposal that would have less impact.

Councilmember Evans asked Mr. Adams that a statement show the proposed annexation itself would not adversely affect the surrounding area regarding traffic, even though the Streets and Engineering Department has no objection to the annexation request but will require a traffic impact analysis at the developer's expense prior to issuance of building permits or subdivision of the property. So, when they do the traffic impact analysis, and it comes back that the traffic will be as predicted, could it be even more problems. Mr. Adams responded that there is a reason why a traffic study is done, and if it comes back in a way that traffic or the existing roads cannot handle the traffic, Council can deny the subdivision request until that condition is removed.

Councilmember Wood stated that she believed they could require the traffic impact analysis right now rather than later in the process. She noted that a traffic study with all the information, including the amount of traffic that is already happening in this location rather than just approving the annexation.

Mayor Gookin asked City Engineer Chris Bosley if he had the level of service at Prairie and Atlas. Mr. Bosley responded he does not have this information but could work with Kootenai Metropolitan Planning Organization (KMPO) and look at the model for that in the near future.

Councilmember Miller asked Mr. Bosley what the time frame would be to do this study. Mr. Bosley responded that it is not a huge exercise for KMPO to do the traffic analysis and could do it in a few hours if they have the time to do it.

Councilmember Miller asked that if Council says they would be more comfortable with a R-8, zone but the traffic analysis comes back and says it is not able to feed a R-8 could they come back with a PUD. Mayor Gookin confirmed that could happen. Councilmember Miller wanted to discuss with Council the thought about denying without prejudice because they can come back at any time until we have more information on the traffic issue.

MOTION: Motion by Miller, seconded by Wood, to deny without prejudice the Annexation request by Endura Development on behalf of David Swenson for 9.32-acres in conjunction with zoning from County Agriculture to City R-17, located at 3050 W. Prairie Avenue and 7790 N. Atlas Road, based on the attached findings and conclusions, which are established by the undisputed evidence set forth in the staff report, during staff presentations, and the testimony of the applicant.

ROLL CALL: Evans Aye; Miller Aye; Gabriel Aye; Sheckler Aye; Wood Aye. **Motion carried**

EXECUTIVE SESSION: MOTION: Motion by Evans, seconded by Miller, to enter Executive Session Pursuant to Idaho Code § 74-206A (1) (a) to consider a labor contract offer or to formulate a counteroffer and § 74-206A(1)(f), to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

ROLL CALL: Gabriel Aye; Sheckler Aye; Wood Aye; Evans Aye; Miller Aye. **Motion carried.**

The Council entered Executive Session at 10:33 p.m. Those present were the Mayor, City Council, City Administrator, City Attorney, Finance Director, and Human Resources Director. Council exited Executive Session at 11:19 p.m.

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

The meeting ended at 11:20 p.m.

_____
Daniel K. Gookin, Mayor

ATTEST:

_____
Konner Petticolas, Executive Assistant

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COEUR D'ALENE CITY COUNCIL

FINDINGS AND ORDER

A-2-26

INTRODUCTION

This matter came before the City Council on October 6, 2026, to consider A-2-26, a request for a 9.27-acre Annexation in conjunction with zoning from County Ag-Suburban to City R-17 (Residential at 17 units per acre).

CONSULTANT: Whipple Engineering

APPLICANT/OWNER: Endura Development on behalf of David Swenson

LOCATION: 3050 W. Prairie Ave. and 7790 N. Atlas Rd., Coeur d'Alene, ID 83815

A. FINDINGS OF FACT:

The City Council finds that the following facts, A1 through A15, have been established on a more probable than not basis, as shown on the record before it and on the testimony presented at the public hearing. The testimony was conflicting and the City Council determines that the more credible and convincing evidence establishes the following:

A1. All public hearing notice requirements have been met for item A-2-26.

- Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on September 19, 2026, seventeen days prior to the hearing.
- Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on September 29, 2026, seven days prior to the hearing.
- Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred feet (300') of the external boundaries of the land being considered per Idaho Code § 67-6511(2)(b). One hundred-Two (102) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on September 18, 2026.
- Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction on September 18, 2026, eighteen days prior to the hearing.
- Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b). The Notice was sent to pipeline companies on September 18, 2026.

A2. City Council received public testimony at the public hearing for A-2-26 on October 6, 2026.

A3. The subject property is relatively flat and located in an unincorporated area of Kootenai County, adjacent to City limits and within Coeur d'Alene's Area of Impact (AOI). The total area of the subject property measures 9.32 acres. It is zoned County AG and currently has three (3) single family

dwellings with accessory structures as well as agricultural uses. Those uses will remain until the time of development.

A4. If approved for annexation with City R-17 zoning, the project could potentially include 161 multifamily dwelling units. The applicant has not yet determined what housing types will be offered in the development. Properties within city limits in the vicinity of the subject property are residential of lower density, zoned R-3 to the west and R-8 to the east and south. Property directly to the south is County zoned Agriculture with one (1) residential dwelling and one (1) commercial enterprise. Property to the north is located within the City of Hayden and zoned Single Family Residential with a density similar to the City's R-8 zoning district.

A5. The Comprehensive Plan Future Land Use Map designation is the Urban Neighborhood Place Type with higher residential densities. Urban Neighborhood places are highly walkable neighborhoods with larger multifamily building types, shared green spaces and parking areas. They are typically served with gridded street patterns, and for larger developments may have an internal circulation system. Development typically consists of townhomes, condominiums, and apartments, with convenient access to goods, services, and dining for nearby residents. Supporting uses include neighborhood parks and recreation facilities, parking, office and commercial development. Compatible Zoning is listed as R-17, R-34SUP, NC, CC, C-17, and C-17L.

A6. The Comprehensive Plan includes transportation maps showing Existing and Planned Bicycle Networks, Existing and Planned Walking Networks, and Existing Transit Networks.

A7. The City Council has identified the following Comprehensive Plan Goals and Objectives as being applicable to this matter.

Community & Identity
Goal CI 1: Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.
Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Growth & Development
Goal GD 1: Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.
Objective GD 1.1: Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.
Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.
Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

Health & Safety
Goal HS 3: Continue to provide exceptional police, fire, and emergency services.
Objective HS 3.2: Enhance regional cooperation to provide fast, reliable emergency services.

(The City Council may adopt these and/or other Plan Goals and Objectives – see attached worksheet)

A8. City departments have indicated the project will be served by existing streets, facilities and services with exception for water as noted below. Staff have provided conditions of annexation for consideration by the City Council.

A9. The subject property is within the Hayden Lake Irrigation District (HLID) coverage area. They have provided a will-serve letter from HLID and a hydraulic evaluation by Keller Associates.

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A10. The primary access to the property will be a new roadway onto Atlas Road with secondary access to the dead-end at Daylily Drive.

A11. This matter came before the Planning and Zoning Commission on August 11, 2026, to consider the requested R-17 zoning prior to annexation. After hearing from the applicant team and receiving public testimony with concerns about the uncertainty of a roadway connection to Atlas Road, potential impacts to the Garden Grove neighborhood from increased traffic, building setbacks, and considering the Comprehensive Plan Future Land Use Plan and Urban Neighborhood Place Type identifies R-17 as a compatible zoning district, the commission with four (4) commission members present and three (3) members absent had a failed motion to recommend adopting the R-17 zoning with an additional condition requiring a full roadway access to Atlas Road with pedestrian and bicycle facilities to be dedicated to the public. Two voted in favor and two against. The Commission did not come forward with an alternate motion. Therefore, no recommendation on zoning is coming forward for Council consideration with the annexation request.

A12. Public testimony was received at both public hearings, primarily from neighbors in the adjacent Garden Grove and Landings neighborhoods. The public notices also resulted in written feedback from neighboring residents. Concerns that were raised included the potential for increased traffic and congestion on Atlas Road and Prairie Avenue, traffic on Daylily Drive and within the Garden Grove neighborhood, usage of the private park, privacy concerns due to building heights and setbacks associated with multifamily residential that is allowed in R-17 that they felt may be incompatible with the single-family residential uses in Garden Grove that have very small backyards due to the reduced rear yard setbacks that were approved for Garden Grove through the PUD process, potential for losing views of Canfield, impacts to nesting hawks, concern that backyards will be torn up for connections to an existing 4-inch water line, delays in emergency response, and concern that the “Pumpkin Patch” may be going away. There was also concern that if R-17 is approved the owner could then request R-34 density in the future. Mitigation measures were requested such as traffic signals, road improvements, taxes for schools, police and fire.

A13. The Coeur d’Alene airport has requested that the applicant sign a “Grant of Avigation Easement”. The document is not required for Annexation.

A14. The continued use of the “Pumpkin Patch” at 7790 N. Atlas Road will require a Non-Conforming Use Certificate.

A15. The applicant has provided one condition for consideration by City Council related to imposing a greater building setback if future development would result in multifamily residential abutting the single-family residential homes in the Garden Grove PUD to address potential concerns with compatibility. The condition #4 is included in the list of recommended conditions.

(The City Council should add other facts here which it finds are relevant to its decision.)

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the City Council makes the following Conclusions of Law.

B1. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies.

B2. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use.

B3. That the physical characteristics of the site **(do) (do not)** make it suitable for the request at this time.

B4. That the proposal **(would) (would not)** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **(and) (or)** existing land uses.

C. DECISION

The City Council, pursuant to the foregoing Findings of Fact and Conclusions of Law, *(choose one)*

- ☐ Has determined that the requested annexation and R-17 zoning **does comply** with the required evaluation criteria and **approves** the request contingent on entering into an Annexation and Development Agreement and directs staff to negotiate the agreement with the applicant that includes the following ___conditions to bring back for City Council consideration at a future public hearing.

- ☐ Has determined that the requested annexation and R-17 zoning **does not comply** with the required evaluation criteria and **denies** the requested R-17 zoning in conjunction with annexation. *(a denial means the applicant must wait one year to resubmit an application for the same request)*

- X Has determined that the requested annexation and R-17 zoning **does not comply** with the required evaluation criteria and **denies the request without prejudice.**
  (a denial without prejudice means the applicant can resubmit the same request without any time limitation)

  The City Council may also approve of the annexation with a different zoning district. The applicant/owner would need to agree with the zoning district in order to move forward.

Recommended Conditions for an Annexation and Development Agreement:

Planning:

1. In the best interest of the City, the Community Planning Director has recommended that the Council directs staff to negotiate an Annexation and Development Agreement to bring back at a future public hearing for consideration.
2. For future development, any double frontage lots (backing up to Atlas Road or Prairie Avenue) will require a non-accessible buffer per City Code 16.15.180. Future housing development will be required to have internal circulation.
3. Limit the overall density of development on the subject properties to 17 units per acre and the total number of dwelling units to 161.
4. For any multifamily development along the property lines abutting Garden Grove PUD, implement a limit of 2 story building height with increased setbacks of 25 feet for principal buildings and 10 feet for accessory structures and in the event of 3-story multifamily development, the setback would be increased further to 50' from the eastern abutting property line. **(Applicant added condition)**
5. The existing use of the 7790 N. Atlas property for a community event "Pumpkin Patch" will require the application and issuance of a Non-Conforming Use Certificate.

Engineering:

6. Approximately 20 feet of right-of-way along Atlas Road must be dedicated to the City to achieve the required right-of-way width for Arterials.
7. Atlas Road frontage must be improved to City Standards (curb, gutter, swales, and shared-use path) at the time of construction, including pedestrian, bicycle, and vehicular access to the site meeting City standards..
8. A traffic impact analysis will be required prior to issuance of any building permits or subdivision of the property. The analysis will determine internal circulation and connectivity for vehicles, bicycles, and pedestrians and the requirement for secondary or emergency access at Daylily Drive and Prairie Ave. Additionally, it will address traffic impacts and mitigation improvements required at the Atlas Rd/Prairie Ave intersection and the Celebration Way/Prairie Ave intersection. An independent review of the traffic impact analysis by a consultant chosen by the City will be paid for by the developer.

Water:

DRAFT

9. All improvements required by Hayden Lake Irrigation District (HLID) must be installed and accepted prior to recordation of any subdivision or issuance of any building permit. Failure to provide the required improvements, in the timeframe noted by HLID, will move the City to de-annex the subject properties.

Wastewater:

10. Sewer policy # 719 requires a 20-foot-wide utility easement centered over all public sewer mains (30 feet if shared with public water) or right-of-way dedicated to the city.
11. If lots are not further subdivided, 7790 Atlas will be required to connect a private lateral for this residence directly to city sewer in Atlas Road (while adhering to Policy 719), and 3050 Prairie Avenue will be required to connect to sewer manhole in Daylily Drive. Sewer must be extended to and through the property on Atlas Rd. Any proposed subdivision will have an extension off the sewer main in Atlas Rd.
12. 3050 Prairie Avenue will be required to show planned connection to public sewer.
13. City Code 13.12.035 requires connection to City sewer within 365 days.
14. No individual water wells will be allowed. Must adhere to Water Service Agreement between the City and Hayden Lake Irrigation District (HLID) dated August 12, 2003. Additionally, any connection other than SFDs, will require agreement by HLID to provide the city with actual meter reading data for utility billing purposes.

Urban Forestry & Trails:

15. A 10’ wide path is required on the south side of Prairie Avenue where the current sidewalk is located at the time of development.
16. A 10’ wide path is required on the east side of Atlas Road at the time of development.
17. A 5’ sidewalk connection to the existing sidewalk coming from Hydrangea Street mid-block is required at time of development.
18. Street trees are required to be planted in the Prairie Avenue right-of-way to city standards at the time of development. If the Post Falls Highway District has restrictions regarding street trees, the trees shall instead be planted inside the property line with a street tree easement.
19. Street trees are required to be planted in the Atlas Road right-of-way to city standards at the time of development.

Fire:

20. Applicant to provide a letter from Hayden Lake Irrigation District proving water flow/pressure capacity at the time of permitting or subdivision.
21. Provide access requirements per Appendix D of 2018 IFC as follows: Thirty (30) or fewer single-family dwellings (SFD) may be developed with only one fire department access. More than thirty (30) SFDs require a secondary fire/emergency access. A hundred (100) or fewer multi-family units may be developed with only one fire department access. Two hundred (200) multi-family units would require a secondary fire department access.

(The City Council may add additional conditions)

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City of Coeur d'Alene
Cash and Investments
9/30/2026

Description		Balance
U.S. Bank		
Checking Account	$	264,166
Checking Account		94,138
Checking Account		2,437,891
Investment Account - Police Retirement		408,843
Investment Account - Cemetery Perpetual Care Fund		1,358,455
Idaho State Investment Pool		
State Investment Pool Account		62,979,334
State Investment Pool Account - Bond Proceeds		9,702,892
Spokane Teacher's Credit Union		
Certificate of Deposit		4,587,522
Numerica Credit Union		
Certificate of Deposit		14,589,184
Money Market		17,600,767
Cash on Hand		
Treasurer's Change Fund		1,350
Total	$	114,024,541

I hereby swear under oath that the amounts reported above, on the cash basis are true and correct to the best of my knowledge.

Katharine Ebner

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

CITY OF COEUR D'ALENE

Treasurer's Report of Cash and Investment Transactions

FUND NAME	BALANCE 8/31/26	RECEIPTS	DISBURSEMENTS	BALANCE 9/30/26	9/30/2025
General-Designated	$ 3,509,712			3,509,712	3,366,293
General-Undesignated	13,748,460	7,328,197	11,613,138	9,463,519	11,015,243
Special Revenue:					
Library	413,644	11,282	211,967	212,960	74,776
CDBG	(17,214)	-	12,719	(29,933)	(32,397)
Cemetery	(182,855)	148,676	46,984	(81,163)	(3,304)
Parks Capital Improvements	1,857,849	27,082	13,685	1,871,246	1,364,285
Impact Fees	11,540,119	240,993	13,204	11,767,908	9,370,309
Annexation Fees	1,067,057	3,214	-	1,070,271	1,034,432
American Recovery Plan	-	-	-	-	1,857,213
Cemetery P/C	1,390,722	8,920	13,553	1,386,089	1,339,318
Jewett House	186,783	15,413	11,753	190,442	158,993
Street Trees / Reforestation	100,268	9,688	3,518	106,438	164,356
Public Art Fund	27,456	583	2,000	26,039	62,776
Public Art Fund - ignite	449,436	1,354	-	450,789	439,696
Public Art Fund - Maintenance	191,607	577	3,753	188,431	186,696
Debt Service:					
2015 G.O. Bonds	159,335	4,688	-	164,023	157,458
Capital Projects:					
Street Projects	2,875,887	20,066	110	2,895,843	3,100,718
2025 Fire Department Bond	9,047,870	31,001	124,159	8,954,713	15,495,460
Riverstone Mill Site Project	-	-	-	-	
Enterprise:					
Street Lights	55,974	73,423	84,275	45,123	76,177
Water	6,747,341	1,767,718	1,341,904	7,173,155	2,734,920
Water Capitalization Fees	8,104,679	245,331	9,822	8,340,188	7,924,475
Wastewater	31,431,033	1,930,599	3,928,994	29,432,637	22,079,112
Wastewater-Capital Reserve	6,696,000	-	-	6,696,000	6,696,000
WWTP Capitalization Fees	13,312,158	353,053	13,330	13,651,881	11,672,176
WW Property Mgmt	78,470	236	-	78,707	72,766
Sanitation	1,126,971	638,443	652,976	1,112,438	795,550
Public Parking	2,879,116	149,055	104,234	2,923,937	1,801,583
Drainage	1,265,490	94,676	205,149	1,155,016	899,845
Wastewater Debt Service	(2,468,487)	2,468,487	-	0	714,345
Fiduciary Funds:					
Kootenai County Solid Waste Billing	695,521	315,354	695,521	315,354	340,296
KCEMSS Impact Fees	16,674	5,388	16,938	5,124	6,072
Police Retirement	497,523	14,408	22,935	488,996	476,203
Sales Tax	3,641	2,836	1,050	5,428	2,997
BID	440,067	5,076	-	445,143	443,638
Homeless Trust Fund	840	405	840	405	470
City Employee - Fundraised for Events	7,672	23	15	7,680	
GRAND TOTAL	$ 117,256,822	$ 15,916,245	$ 19,148,525	114,024,540	105,888,945

I hereby swear under oath that the amounts reported above, on the cash basis are true and correct to the best of my knowledge.

Katharine Ebner

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

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWELVE MONTHS ENDED
September 30, 2026

GENERAL FUND

REVENUE

DESCRIPTION		AMENDED BUDGET	RECOGNIZED THROUGH 09/30/26	PERCENT OF BUDGET
	Taxes	$ 27,354,507	$ 27,062,077	99%
	Licenses and Permits	7,518,595	6,439,244	86%
	Intergovernmental	17,043,273	12,963,591	76%
	Charges for Services	418,100	502,594	120%
	Fines and Forfeits	380,700	384,320	101%
	Investment Income	750,000	583,086	78%
	Miscellaneous	324,526	306,978	95%
	Operating transfers in	3,776,200	3,012,730	80%
	Fund Balance Reserves	1,847,182	-	0%
Total General Fund	**Revenues**	**59,413,083**	**51,254,619**	**86%**

EXPENDITURES

DESCRIPTION		AMENDED BUDGET	THROUGH 09/30/26	PERCENT OF BUDGET
Mayor/Council	Personnel Services	$ 287,259	280,117	98%
	Services/Supplies	9,150	9,199	101%
Administration	Personnel Services	306,418	342,194	112%
	Services/Supplies	2,590	1,410	54%
Finance	Personnel Services	899,574	891,486	99%
	Services/Supplies	1,043,103	1,039,789	100%
Municipal Services	Personnel Services	1,897,474	1,819,734	96%
	Services/Supplies	1,438,646	1,008,469	70%
	Capital Outlay		-	
Human Resources	Personnel Services	406,714	405,820	100%
	Services/Supplies	141,405	194,482	138%
Legal	Personnel Services	1,371,251	1,355,645	99%
	Services/Supplies	76,000	42,254	56%
Planning	Personnel Services	773,930	773,683	100%
	Services/Supplies	44,470	41,210	93%
	Capital Outlay	-		
Building Maintenance	Personnel Services	647,043	549,955	85%
	Services/Supplies	333,896	242,633	73%
	Capital Outlay	50,236	45,561	91%

DESCRIPTION		AMENDED BUDGET	THROUGH 09/30/26	PERCENT OF BUDGET
Police	Personnel Services	18,993,740	17,931,885	94%
	Services/Supplies	2,149,861	2,265,061	105%
	Capital Outlay	822,909	891,007	108%
Fire	Personnel Services	14,615,924	14,532,281	99%
	Services/Supplies	1,378,910	1,182,032	86%
	Capital Outlay	112,469	30,248	27%
General Government	Services/Supplies	200,810	130,915	65%
	Capital Outlay		-	
Police Grants	Personnel Services	567,458	508,601	90%
	Services/Supplies	-	3,370	
	Capital Outlay	-	42,775	
Streets	Personnel Services	3,771,643	3,584,778	95%
	Services/Supplies	3,449,217	2,414,543	70%
	Capital Outlay	160,150	157,250	98%
Parks	Personnel Services	2,292,543	2,093,384	91%
	Services/Supplies	796,350	839,258	105%
	Capital Outlay	170,000	150,776	89%
Recreation	Personnel Services	678,589	567,615	84%
	Services/Supplies	160,250	145,260	91%
Building Inspection	Personnel Services	1,124,512	1,111,201	99%
	Services/Supplies	55,536	38,441	69%
	Capital Outlay	-	-	
Total General Fund Expenditures		**61,230,025**	**57,664,322**	**94%**
General Fund - Revenues Net Expenditures		**(1,816,942)**	**(6,409,703)**	

DESCRIPTION		AMENDED BUDGET	THROUGH 09/30/26	PERCENT OF BUDGET
SPECIAL REVENUE FUNDS				
Library	Revenue	2,140,076	2,125,026	99%
	Expenditures:			
	Personnel Services	1,699,077	1,571,941	93%
	Services/Supplies	231,000	204,700	89%
	Capital Outlay	210,000	205,592	98%
	Total Expenditure	2,140,076	1,982,234	93%
	Library - Revenues Net Expenditures	**-**	**142,792**	
CDBG	Revenue	342,971	278,603	81%
	Expenditures:			
	Personnel Services	114,379	114,498	100%
	Services/Supplies	228,592	194,588	85%
	Total Expenditure	342,971	309,086	90%
	CDBG - Revenues Net Expenditures	**-**	**(30,484)**	
Cemetery	Revenue	366,421	410,494	112%
	Expenditures:			
	Personnel Services	247,074	299,114	121%
	Services/Supplies	147,927	149,165	101%
	Capital Outlay	35,000	20,639	59%
	Total Expenditure	430,001	468,918	109%
	Cemetery - Revenues Net Expenditures	**(63,580)**	**(58,425)**	
Impact Fees	Revenue	965,000	3,019,767	313%
	Expenditures:			
	Services/Supplies	-	-	
	Total Expenditure		-	
	Impact Fees - Revenues Net Expenditures	**965,000**	**3,019,767**	
Annexation Fees	Revenue	580,000	34,958	6%
	Expenditures:			
	Services/Supplies	580,000	-	0%
	Total Expenditure	580,000	-	0%
	Annexation Fees - Revenues Net Expenditures	**-**	**34,958**	
Parks Capital Improv.	Revenue	781,100	371,957	48%
	Expenditures:			
	Capital Outlay	781,100	362,235	46%
	Total Expenditure	781,100	362,235	46%
	Parks Capital Improv. - Revenues Net Expenditures	**-**	**9,721**	

DESCRIPTION		AMENDED BUDGET		THROUGH 09/30/26	PERCENT OF BUDGET
Cemetery Perpetual Care	Revenue	1,334,327		66,977	5%
	Expenditures:				
	Services/Supplies	19,700		20,206	103%
	Total Expenditure	19,700	-	20,206	103%
Cemetery Perpetual Care - Revenues Net Expenditures		**1,314,627**		**46,771**	
Jewett House	Revenue	60,000		88,043	147%
	Expenditures:				
	Services/Supplies	61,965		67,131	108%
	Total Expenditure	61,965	-	67,131	108%
Jewett House - Revenues Net Expenditures		**(1,965)**		**20,912**	
Street Trees	Revenue	137,000		58,920	43%
	Expenditures:				
	Services/Supplies	137,000		115,284	84%
	Total Expenditure	137,000	-	115,284	84%
Street Trees - Revenues Net Expenditures		**-**		**(56,363)**	
Public Art Fund	Revenue	201,000		28,390	14%
	Expenditures:				
	Services/Supplies	201,000		59,866	30%
	Total Expenditure	201,000	-	59,866	30%
Public Art Fund - Revenues Net Expenditures		**-**		**(31,476)**	
2025 Fire Bond Expenditures	Revenue	16,336,161		403,465	2%
	Expenditures:				
	Capital Outlay	16,336,161		6,961,622	43%
	Total Expenditure	16,336,161	-	6,961,622	43%
2025 Fire Bond Expenditures - Revenues Net Expenditures		**-**		**(6,558,156)**	
Total Special Revenue Funds Revenues		23,244,056		6,886,599	30%
Total Special Revenue Funds Expenditures		21,029,974		10,346,582	49%
Special Revenue Funds - Revenue Net Expeditures		**2,214,082**		**(3,459,983)**	

DESCRIPTION		AMENDED BUDGET	THROUGH 09/30/26	PERCENT OF BUDGET
Debt Service Fund				
	Revenue	1,791,067	1,818,290	102%
	Expenditures:			
	Debt Payments	1,791,067	1,794,567	100%
	Total Expenditure	1,791,067 -	1,794,567	100%
	Debt Service Fund - Revenues Net Expenditures	**-**	**23,723**	
Capital Projects				
	Revenue	2,440,000	237,507	10%
	Expenditures:			
Atlas - Kathleen to Newbrook	Capital Outlay	-	-	
Traffic Calming	Capital Outlay	40,000	-	0%
Public Transit Sidewalk Accessibilit	Capital Outlay	-	-	
Ramsey Road Rehabilitation	Capital Outlay	-	-	
15th Street	Capital Outlay	2,300,000	20,099	1%
LHTAC Pedestrian Safety	Capital Outlay	-	-	
Atlas Waterfront Project	Capital Outlay	-	-	
Wilbur / Ramsey Project	Capital Outlay	-	150,138	
Government Way	Capital Outlay	100,000	154,820	155%
LaCrosse Ave. Improvements	Capital Outlay	-	-	
	Total Expenditure	2,440,000	325,057	13%
	Capital Projects - Revenues Net Expenditures	**-**	**(87,549)**	
Enterprise Funds				
Street Lights	Revenue	883,820	849,367	96%
	Expenditures:			
	Services/Supplies	883,820	796,505	90%
	Total Expenditure	883,820	796,505	90%
	Street Lights - Revenues Net Expenditures	**-**	**52,862**	
		-	-	
Water	Revenue	16,451,233	9,969,115	61%
	Expenditures:			
	Personnel Services	3,179,931	2,935,950	92%
	Services/Supplies	5,961,712	2,736,797	46%
	Capital Outlay	7,309,590	2,263,373	31%
	Total Expenditure	16,451,233	7,936,120	
	Water - Revenues Net Expenditures	**-**	**2,032,995**	

DESCRIPTION		AMENDED BUDGET	THROUGH 09/30/26	PERCENT OF BUDGET
Water Capitalization Fees	Revenue	3,220,000	2,480,410	77%
	Expenditures:			
	Services/Supplies	3,220,000	-	0%
	Total Expenditure	3,220,000	-	0%
Water Capitalization Fees - Revenues Net Expenditures		**-**	**2,480,410**	
Wastewater	Revenue	28,835,380	18,780,766	65%
	Expenditures:			
	Personnel Services	3,387,820	3,474,369	103%
	Services/Supplies	8,978,571	4,012,724	45%
	Capital Outlay	10,926,000	1,892,789	17%
	Debt Service	5,542,989	4,686,957	85%
	Total Expenditure	28,835,380	14,066,839	49%
Wastewater - Revenues Net Expenditures		**-**	**4,713,926**	
WW Capitalization	Revenue	5,350,000	4,208,684	79%
	Expenditures:			
	Services/Supplies	5,350,000	-	0%
	Total Expenditure	5,350,000	-	0%
WW Capitalization - Revenues Net Expenditures		**-**	**4,208,684**	
WW Property Management	Revenue		2,728	
	Expenditures:			
	Services/Supplies	-	-	
	Total Expenditure	-	-	
WW Property Management - Revenues Net Expenditures		**-**	**2,728**	
Sanitation	Revenue	5,625,199	5,694,018	101%
	Expenditures:			
	Services/Supplies	5,625,199	4,946,208	88%
	Total Expenditure	5,625,199	4,946,208	88%
Sanitation - Revenues Net Expenditures		**-**	**747,811**	

DESCRIPTION		AMENDED BUDGET	THROUGH 09/30/26	PERCENT OF BUDGET
Public Parking	Revenue	1,834,020	1,140,692	62%
	Expenditures:			
	Services/Supplies	1,759,020	434,766	25%
	Capital Outlay	75,000	73,871	98%
	Total Expenditure	1,834,020	508,638	28%
	Public Parking - Revenues Net Expenditures	**-**	**632,054**	
Drainage	Revenue	2,251,951	1,488,505	66%
	Expenditures:			
	Personnel Services	253,798	256,848	101%
	Services/Supplies	1,358,154	794,842	59%
	Capital Outlay	640,000	201,933	32%
	Total Expenditure	2,251,951	1,253,623	56%
	Drainage - Revenues Net Expenditures	**-**	**234,882**	
Total Enterprise Funds Revenues		64,451,603	44,614,285	69%
Total Enterprise Funds Expenditures		64,451,603	29,507,932	46%
Enterprise Funds - Revenue Net Expeditures		**-**	**15,106,353**	

Fiduciary Funds

Kootenai County Solid Waste				
	Revenue	3,270,000	3,921,577	120%
	Expenditures	3,270,000	3,591,325	110%
	Kootenai County Solid Waste - Revenues Net Expenditures	**-**	**330,252**	
Kootenai County EMS Impact Fees				
	Revenue	55,000	73,522	134%
	Expenditures	55,000	68,398	124%
	Kootenai County EMS Impact Fees - Revenues Net Expenditures	**-**	**5,124**	
Police Retirement				
	Revenue	149,000	158,281	106%
	Expenditures	149,000	146,034	98%
	Police Retirement - Revenues Net Expenditures	**-**	**12,246**	

DESCRIPTION	AMENDED BUDGET	THROUGH 09/30/26	PERCENT OF BUDGET
Business Improvement District			
Revenue	237,800	114,194	48%
Expenditures	131,200	221,000	168%
Business Improvement District - Revenues Net Expenditures	**106,600**	**(106,806)**	
Homeless Trust Fund			
Revenue	6,000	6,349	106%
Expenditures	6,000	6,415	107%
Homeless Trust Fund - Revenues Net Expenditures	**-**	**(66)**	
City Employee - Fundraised			
Revenue	-	11,113	
Expenditures	-	3,433	
City Employee - Fundraised - Revenues Net Expenditures	**-**	**7,680**	
Total Fiduciary Funds Revenues	3,717,800	4,285,035	115%
Total Fiduciary Funds Expenditures	3,611,200	4,036,605	112%
Fiduciary Funds - Revenue Net Expeditures	**106,600**	**248,430**	

Grand Total - All Funds

Grand Total Revenue	155,057,609	109,096,335	70%
Grand Total Expenditure	154,553,868	103,675,065	67%
Grand Total Revenues Net Expenditures	**$ 503,741**	**$ 5,421,271**	

I hereby swear under oath that the amounts reported above, on the cash basis are true and correct to the best of my knowledge.

Katharine Ebner

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

CITY COUNCIL

STAFF REPORT

DATE: **OCTOBER 20, 2026**

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

SUBJECT: **CDBG: AUTHORIZATION TO ENTER INTO GRANT AGREEMENTS USING PLAN YEAR 2026 FUNDS AND REALLOCATION OF PLAN YEAR 2019 & 2022 FUNDS**

DECISION POINT: Should Council approve funding and authorize staff to enter into Community Development Block Grant (CDBG) award agreements for Plan Year 2026 (PY26) with Lake City Center (Meals on Wheels), CDAIDE, Coeur d'Alene School District 271, and St. Vincent de Paul?

HISTORY:

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

The City received notice from HUD that the PY26 annual allocation is $272,696.00, of which $55,157.00 is budgeted for COG along with reallocated funds from PY19 and PY22 of $4,865.64 for a total amount of $60,022.64 available for COG. Additionally, it is expected that there will also be approximately $2,900.00 of remaining PY25 funds available for reallocation at the

completion of open projects. The minimum grant request allowed was set at a minimum of $10,000. Additionally, of the total annual allocation of funding available ($272,696.00), a maximum of 15% of the total allocation ($40,904.00) may be allocated to public service type grants, which includes the annual non-competitive "Meals on Wheels" award.

On April 23, 2026, and May 6, 2026, the City advertised the request for COG proposals. Additionally, the funding availability notice was posted to the City's webpage, Facebook, CDA-TV, and shared via direct phone calls, flyers, and group emails to all 190+ people on the stakeholders list, which includes many service organizations and interested parties that specifically provide services to low- and moderate-income citizens. An in-person Educational Workshop was held on May 7, 2026. The workshop was publicly advertised and those in attendance were provided with information on CDBG eligibility overview and technical assistance. The grant cycle was open from April 27 through May 29, 2026.

The Volunteer Ad Hoc Grant Review Committee (Committee) met on June 17, 2026, to review and score the applications/proposals. The Committee included the following participants: Former Mayor Woody McEvers, Lindsay Allen (Representative of the Coeur d'Alene Regional Realtors), Jon Ingalls (Planning and Zoning Commission and Design Review Commission member), and Pamela Bates (Volunteer Senior Service Coordinator).

Applications for PY26 grant funds were received as follows:

Table 1 List of Organizations who Submitted through the Community Grant Application Process

208 Recovery	$20,000
CDAIDE	$20,000
CDA School District 271	$19,880
Lake City Center	$30,000
St. Vincent de Paul	$17,252
Safe Passage	$35,600
TESH, Inc.	$10,216

THE COMMITTEE RECOMMENDS THE FOLLOWING PY26 GRANT AWARDS:

1. **St. Vincent de Paul** in the amount of **$17,252.00** from PY26 funds, and reallocated funds from PY19 & PY22, for the Women and Children's Emergency Transitional Shelter's rehabilitation project to replace the shelter flooring**.**

2. **CDAIDE**, in the amount of **$10,000.00** from PY26 funds for the Care Program-Emergency Rent Assistance.

3. **Coeur d'Alene School District 271**, in the amount of **$10,000.00** from PY26 funds for the continued expansion of the McKinney-Vento Supports for Homeless Families program.

Non-Competitive Grant Award:

4. **Lake City Center** in the amount of **$20,000.00** for the "Meals on Wheels" program.

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

PERFORMANCE ANALYSIS: The budget allocations were approved by Council through adoption of the Plan Year 2026 Annual Action Plan, which was approved at the Public Hearing held on August 4, 2026. Authorizing this item will allow staff to enter into COG agreements with CDAIDE, Coeur d'Alene School District 271, St Vincent de Paul, and execute the non-competitive grant agreement with Lake City Center for the "Meals on Wheels" program.

The Ad-Hoc Committee also recommends an award to Lake City Center from PY26 funds in the amount of $22,770.00 for their A/C and Furnace Replacement Project. Staff has identified approximately $2,900.00 of additional funds from PY25 which will be available at the completion of one open project and recommend reallocating the funds to Lake City Center's rehab project. The City's HUD representative has advised that the Annual Action Plan for PY26 may be amended once prior plan year projects are completed and actual amounts of remaining grant funds from prior year allocations are known. Once this condition is met, a grant agreement will be presented to the Council for approval at a later date.

FINANCIAL ANALYSIS: The City's CDBG PY26 allocation is $272,696.00, of which $55,157.00 is budgeted for Community Opportunity Grants. Additional grant funds from prior plan years 2019 and 2022 to be reprogrammed to PY26 Community Opportunity Grant projects are $4,865.64. The total available PY26 COG program funding at this time is $60,022.64, with Lake City Center's $20,000.00 "Meals on Wheels" program non-competitive funding coming from the annual grant allocation and not included in the COG amounts.

The remaining PY26 budgeted COG funds total $22,770.00. A grant agreement awarding these funds to Lake City Center for its A/C and Furnace Replacement Project will be presented to Council at a later date.

DECISION POINT/RECOMMENDATION:

Council should approve funding and authorize staff to execute CDBG agreements using Plan Year 2026 and prior plan year 2019 and 2022 remaining funds with St Vincent de Paul; $17,252.00,

CDAIDE; $10,000.00, Coeur d'Alene School District 271; $10,000.00, and execute the $20,000.00 non-competitive CDBG agreement with Lake City Center.

RESOLUTION NO. 26-081

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AGREEMENTS FOR CDBG GRANT FUNDS WITH THE LAKE CITY CENTER, CDAIDE, COEUR D'ALENE SCHOOL DISTRICT 271, AND ST. VINCENT DE PAUL, USING GRANTS IN THE CDBG PLAN YEAR 2026 AND PRIOR PLAN YEAR REMAINING FUNDS

WHEREAS, the Community Development Block Grant (CDBG) Specialist of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into agreements for grants in the CDBG Plan Year 2026 and prior plan year remaining funds with the Lake City Center in the amount of $20,000.00 for Meals On Wheels, CDAIDE in the amount of $10,000.00 for the Care Program-Emergency Rent Assistance, Coeur d'Alene School District 271 in the amount of $10,000 for the continued expansion of the McKinney-Vento Supports for Homeless Families, and St. Vincent de Paul in the amount of $17,252.00 for the Women and Children's Emergency Transitional Shelter's rehabilitation, pursuant to terms and conditions set forth in the respective agreements, copies of which are attached hereto as Exhibits "A," "B," "C," and "D" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements for grants in the CDBG Plan Year 2026 and prior plan remaining funds with the Lake City Center in the amount of $20,000.00 for Meals On Wheels, CDAIDE in the amount of $10,000.00 for the Care Program-Emergency Rent Assistance, Coeur d'Alene School District 271 in the amount of $10,000 for the continued expansion of the McKinney-Vento Supports for Homeless Families, and St. Vincent de Paul in the amount of $17,252.00 for the Women and Children's Emergency Transitional Shelter's rehabilitation, in substantially the forms attached hereto as Exhibits "A," "B," "C," and "D" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 20th day of October, 2026.

_____
Daniel K. Gookin, Mayor

ATTEST:

_____
Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GABRIEL	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER WOOD	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER SHECKLER	Voted

was absent. Motion .

AGREEMENT FOR CDBG GRANT FUNDS FOR LAKE CITY CENTER

CDBG PROGRAM YEAR: 2026
CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and LAKE CITY CENTER, INC., an Idaho non-profit corporation, whose mailing address is 1916 Lakewood Drive, Coeur d'Alene, Idaho 83814, hereinafter referred to as "SUBRECIPIENT."

The key contact for the SUBRECIPIENT is Nancy Phillips, Director. The key contact for the CITY is Sherrie Badertscher, the CITY's CDBG Grant Administrator.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-26-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Twenty Thousand and no/100 Dollars ($20,000.00) to the SUBRECIPIENT for Public Service Activities. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The SUBRECIPIENT certifies that the activity(ies) carried out under this Agreement will meet the National Objective to serve low- to moderate-income (LMI) persons by providing grant funds to the SUBRECIPIENT which will assist the elderly through the distribution of nutritious meals to homebound seniors in Coeur d' Alene.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on September 30, 2027. The term of this Agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed Twenty Thousand and no/100 Dollars ($20,000.00), referred to herein as the "grant funds." In the event costs exceed these grant funds, the SUBRECIPIENT shall be responsible for any and all additional costs. The SUBRECIPIENT will provide the management resources, staff, and office supplies needed for the project.

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

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

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

The SUBRECIPIENT shall submit a request for reimbursement of actual eligible expenses, which shall be numbered and dated, and submitted with financial and progress reports (See: Section 7. Financial and Progress Reports). The reports shall at a minimum include the project name, name of the SUBRECIPIENT and address to which payment is to be made, and detailed itemized costs by budget category. All reporting shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. Demographic & LMI Income Reporting Requirements must be submitted with each pay request, in addition to the final reporting due at the conclusion of the project. The "Meals on Wheels" program qualifies as LMI- Limited Clientele (presumed benefit) for Elderly Persons. This presumed benefit activity requires that the reporting indicate all seniors receiving the service (Not Center Based) as low-income regardless of their individual incomes (See: Attachment E).

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

7. Financial and Progress Reports. The SUBRECIPIENT shall submit financial and progress reports with each drawdown that detail costs incurred by line item as described in the project budget (See: Attachment B). The SUBRECIPIENT agrees to submit performance reports in the form, content, and frequency as required by the CITY, and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD or otherwise. A detailed written final progress report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CITY's Grant Administrator at the conclusion of the program, Attachments A, C, D, and E. Please note, the CITY will require a final demographic report (See: Attachment E) that clearly shows the total numbers at conclusion of the project.

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

All required reports shall be submitted to the CITY's Grant Administrator at City of Coeur d'Alene, Attn: Sherrie Badertscher, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, or via email at sherrieb@cdaid.org.

8. Insurance. The SUBRECIPIENT warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of Five Hundred Thousand and no/100 Dollars ($500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

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

10. Environmental. The SUBRECIPIENT shall comply with the conditions of the Environmental Review performed for this project, which are: *Exempt Activities as cited in 24 CFR § 58.34(a) (EXEMPT).*

11. Real Property Acquisition, Relocation, and Disposal. The SUBRECIPIENT agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); (b) the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR § 570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable CITY ordinances, resolutions, and policies concerning the displacement of persons from their residence.

12. Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a) The SUBRECIPIENT shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

b) Real property under the SUBRECIPIENT's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the SUBRECIPIENT shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The SUBRECIPIENT may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

Annual certification that the real property improved is still meeting the CDBG National Objectives pursuant to 24 CFR 570.208 is required and shall be provided to the City by October 1 of each plan year during the five year period.

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

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

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

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. This data will be submitted to the Grant Administrator using the provided demographic report form as part of the final progress report.

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

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 (See: Attachment B), the Scope of Work (See: Attachment A), or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations, or law.

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.

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

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 is 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, worker's compensation coverage, and unemployment insurance, and shall prepare and be responsible for FICA and tax filings.

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

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

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

between the SUBRECIPIENT, CITY, and Contractor, and an "Authorization to Proceed" is issued by the CITY.

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

27. 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.

28. 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.

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, Religion, National Origin, Color, Familial Status, Sex, or Disability. The SUBRECIPIENT agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of the CITY, the City Clerk has affixed the seal of the City hereto, and the SUBRECIPIENT has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this 20th day of October, 2026.

CITY of Coeur d'Alene

Dated: _____

By: _____
Daniel K. Gookin, Mayor
City of Coeur d'Alene, Idaho

ATTEST:

By: _____
Renata McLeod
Its: City Clerk

LAKE CITY CENTER

Dated: _____

By: _____
Nancy Phillips, Director
Lake City Center, Inc.

Attachment A

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

Scope of Services

Under the HUD PY 2026 allocation of the Community Development Block Grant, **LAKE CITY CENTER** will:

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

Allocated grant funds are in the amount of $20,000.00.

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

Summary of the Project Activities

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

Schedule

Upon execution of the Agreement between LAKE CITY CENTER and the City of Coeur d'Alene, the Project shall commence and shall be complete by September 30, 2027. At the completion of the project, a final report is due on the number and demographics of beneficiaries served.

Attachment B

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

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Public Service Activity	$20,000.00		$20,000.00
"Meals on Wheels" program			
Total	$20,000.00		$20,000.00

LAKE CITY CENTER will submit detailed, itemized invoices to the CITY'S CDBG Administrator for review which details eligible meal preparation expenses purchased during the grant reporting period. The invoice(s) shall be dated, state the project, name and address to which payment shall be made, and include copies of supporting documentation which details what was purchased in support of the program (i.e. receipts for food, containers, etc.).

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

Attachment C

LAKE CITY CENTER Reporting Requirements

The SUBRECIPIENT shall provide:

1. A completed report with final drawdown (Attachment D) and a completed beneficiary and demographic report with each drawdown (Attachment E).

2. Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of Five Hundred Thousand and no/100 Dollars ($500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Please attach policy or provide a Declarations sheet verifying insurance.

3. Detailed, itemized invoice(s) of eligible meal preparation expenses purchased during the grant reporting period to the CITY'S CDBG Administrator for review. The invoice(s) shall be dated, state the project, name and address to which payment shall be made, and include copies of supporting documentation which details what was purchased in support of the program (i.e. receipts for food, containers, etc.).

4. The National Objective for this activity is LMI- Limited Clientele (presumed benefit). This presumed benefit activity requires the reporting to indicate all clients receiving the service as low-income regardless of individual incomes. **Note:** Elderly beneficiaries meet presumed benefit. For services other than center-based, report beneficiaries as low-income.

Attachment D

LAKE CITY CENTER PY 2026 Final Report

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

1) Number of Coeur d'Alene seniors served by the program:

2) Number of Coeur d'Alene seniors provided with new or continuing access to the benefit:

3) Number of Coeur d'Alene seniors provided with improved access to the benefit:

4) Number of Coeur d'Alene seniors provided a benefit that is no longer substandard:

5) Average age of Coeur d'Alene seniors served by the program:

6) Brief rationale of why >51% of **LAKE CITY CENTER'S** client population is considered to be of low- to moderate-income (LMI):

7) Brief rationale of why >51% of **LAKE CITY CENTER'S** client population is considered to be of Coeur d'Alene residency:

8) Brief description of the program and its beneficiaries:

9) Brief description of program status at the time of the City's CDBG funding:

10) **LAKE CITY CENTER'S** Official Reporting:

A) Duns #: _____
B) UEI #: _____
C) Is this a woman owned business (Y/N)? _____
D) Is this a minority owned business (Y/N): _____

Attachment E

LAKE CITY CENTER
Demographic & LMI Income Reporting Requirements

Please report for clientele served in CDBG funded project:

Race	**# Total**
White	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native &Black/African American	
Other Multi-racial	
Total Persons	
Of the total persons, enter the number who are Hispanic/Latino	
Income (Based on HUD'S 2026 Income limits)	**# Total**
Low Income (50%) Presumed Benefit for Elderly *Not Center-Based*	

AGREEMENT FOR CDBG GRANT FUNDS FOR CDAIDE

CDBG PROGRAM YEAR: 2026
CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and CDAIDE, an Idaho public, local government agency, whose mailing address is 521 E. Lakeside Ave, Coeur d'Alene, Idaho, 83814, hereinafter referred to as "SUBRECIPIENT."

The key contact for the SUBRECIPIENT is Jason Nye, Executive Director. The key contact for the CITY is Sherrie Badertscher, the CITY's CDBG Grant Administrator.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-26-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Ten Thousand and no/100 Dollars ($10,000.00) to the SUBRECIPIENT for Public Service Activities. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The SUBRECIPIENT certifies that the activity(ies) carried out under this Agreement will meet the National Objective to serve low- and moderate-income (LMI) persons by providing grant funds to the SUBRECIPIENT to assist City of Coeur d'Alene hospitality workers through its Care Program. The Care Program will provide one-time emergency rent assistance in emergency situations to avert homelessness. The project supports the local workforce and the National Objective of LMI- Limited Clientele under the Public Service category and Activity Code 05Q, Subsistence Payments.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on September 30, 2027. The term of this Agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed **Ten Thousand and no/100 Dollars ($10,000.00)**, referred to herein as the "grant funds." In the event costs exceed these grant funds, the SUBRECIPIENT shall be responsible for any and all additional costs. The SUBRECIPIENT will provide the management resources, staff, and office supplies needed for the project.

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

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

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

The SUBRECIPIENT shall submit a report for their request for reimbursement of actual eligible expenses for each quarterly drawdown, which shall be numbered and dated and submitted with financial and progress reports (See: Section 7. Financial and Progress Reports). The reports shall at a minimum include the project name, name of the SUBRECIPIENT and address to which payment is to be made, and detailed itemized costs by budget category. All reporting shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. Demographic & LMI Income Reporting Requirements must be submitted with each pay request, in addition to the final reporting due at the conclusion of the project. Income data will need to be collected for individuals receiving assistance. Please coordinate with the City's CDBG Grant Administrator to ensure the proper collection of income and reporting. If the required income limits are not met, the individual will be ineligible to receive assistance from the CDBG grant funds.

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

7. Financial and Progress Reports. The SUBRECIPIENT shall submit financial and progress reports with each quarterly drawdown that detail costs incurred by line item as described in the project budget (See: Attachment B). The SUBRECIPIENT agrees to submit performance reports in the form, content, and frequency as required by the CITY, and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD or otherwise. A detailed written final progress report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CITY's Grant Administrator at the conclusion of the program, Attachments A, C, D, and E. Please note, the CITY will require a final demographic report (See: Attachment E) that clearly shows the total numbers at conclusion of the project.

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

All required reports shall be submitted to the CITY's Grant Administrator at City of Coeur d'Alene, Attn: Sherrie Badertscher, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, or via email to sherrieb@cdaid.org.

8. Insurance. The SUBRECIPIENT warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of Five Hundred Thousand and no/100 Dollars ($500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

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

10. Environmental. The SUBRECIPIENT shall comply with the conditions of the Environmental Review performed for this project, which are: *Exempt Activity cited in 24 CFR § 58.34(a) (EXEMPT).*

11. Real Property Acquisition, Relocation, and Disposal. The SUBRECIPIENT agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); (b) the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR § 570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable CITY ordinances, resolutions, and policies concerning the displacement of persons from their residence.

12. Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a) The SUBRECIPIENT shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

b) Real property under the SUBRECIPIENT's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the SUBRECIPIENT shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The SUBRECIPIENT may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

Annual certification that the real property improved is still meeting the CDBG National Objectives pursuant to 24 CFR 570.208 is required and shall be provided to the City by October 1 of each plan year during the five year period.

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

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

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

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. This data will be submitted to the Grant Administrator using the provided demographic report form as part of the final progress report.

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

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 (See: Attachment B), the Scope of Work (See: Attachment A), or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations, or law.

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.

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 five (5) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. The SUBRECIPIENT will be required to retain income information for all individuals receiving assistance through the CDBG grant for the five-year retention period and be willing to provide the records to the CITY upon request.

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 is 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, worker's compensation coverage, and unemployment insurance, and shall prepare and be responsible for FICA and tax filings.

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

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

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

between the SUBRECIPIENT, CITY, and Contractor, and an "Authorization to Proceed" is issued by the CITY.

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

27. 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.

28. 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.

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, Religion, National Origin, Color, Familial Status, Sex, or Disability. The SUBRECIPIENT agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of the CITY, the City Clerk has affixed the seal of the City hereto, and the SUBRECIPIENT has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this 20th day of October, 2026.

CITY of Coeur d'Alene

Dated: _____

By: _____
Daniel K. Gookin, Mayor
City of Coeur d'Alene, Idaho

ATTEST:

By: _____
Renata McLeod
Its: City Clerk

CDAIDE

Dated: _____

By: _____
Jason Nye, Executive Director
CDAIDE

Attachment A

Grant Agreement between CITY of Coeur d'Alene and CDAIDE

Scope of Services

Under the HUD PY 2026 allocation of the Community Development Block Grant, **CDAIDE** will:

1.) Provide Emergency Rent Assistance to Coeur d'Alene hospitality workers in crisis through the Care Program. Individuals receiving support must be City of Coeur d'Alene residents and income qualify for assistance. Payments must be made directly to landlords and not the individuals receiving assistance.

Allocated grant funds are in the amount of $10,000.00. The total estimated cost of the project is $20,000.00. CDAIDE will be responsible for the difference of $10,000.00 to complete the project.

With this project, CDAIDE will assist income-qualifying individuals with one-time emergency rent assistance to avert homelessness. Individuals assisted with CDBG funds qualify under the National Objective of low- and moderate-income (LMI). Income documentation is required to ensure those receiving assistance income qualify as LMI.

Summary of the Project Activities

The project will support Coeur d'Alene hospitality workers who may be at risk of experiencing homelessness. The project will provide recipients with one-time emergency rent assistance. By removing the barrier of impending homelessness, temporary struggles will not become insurmountable. Assistance will be provided through direct payments to landlords, guaranteeing that funds are allocated promptly and precisely as intended. City of Coeur d'Alene recipients receiving the CDBG grant funds through this program are limited to one-time assistance.

Schedule

Upon execution of the Agreement between CDAIDE and the City of Coeur d'Alene, the Project shall commence and shall be complete by September 30, 2027. At the completion of the project, a final report is due on the number and demographics of beneficiaries served.

Attachment B

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

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Public Service Activity: *Emergency Rent Assistance (05Q, Subsistence)*	$10,000.00	$10,000.00	$20,000.00
CDBG	$10,000.00		
CDAIDE "Other local funding"		$10,000.00	
Total	$10,000.00	$10,000.00	$20,000.00

Allocated grant funds are in the amount of $10,000.00. The total estimated cost of the project is $20,000.00. CDAIDE will be responsible for the difference of $10,000.00 to complete the project.

CDAIDE will submit detailed, itemized quarterly invoices to the CITY'S CDBG Administrator for review which details eligible, completed expenses paid during the project. The invoice(s) shall be dated, state the project, name and address to which payment shall be made, and include copies of supporting documentation which details proof that payment has been made to the landlord (i.e., attach copies of rent invoice(s) and check(s) or credit card charges paid to landlord).

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

Attachment C

CDAIDE

Reporting Requirements

The SUBRECIPIENT shall provide:

1. A completed report with final drawdown (Attachment D) and a completed beneficiary and demographic report with each drawdown (Attachment E).

2. Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of Five Hundred Thousand and no/100 Dollars ($500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Please attach policy or provide a Declarations sheet verifying insurance.

3. Detailed, itemized quarterly invoice(s) to the CITY'S CDBG Administrator for review. The invoice(s) shall be numbered, dated, state the project, name and address to which payment shall be made, and include copies of supporting documentation which details proof that payment has been made to the landlord (i.e., attach copies of rent invoice(s) and check(s) or credit card charges paid to landlord).

4. The National Objective for this activity is low- and moderate-income (LMI). Income data will need to be collected for individuals receiving assistance. Please coordinate with the City's CDBG Grant Administrator to ensure the proper collection of income and reporting. If the required income limits are not met, the individual will be ineligible to receive assistance from the CDBG grant funds.

Attachment D

CDAIDE

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

1) Number of persons served by the program:

2) Number of persons provided with new or continuing access to the benefit:

3) Number of persons provided with improved access to the benefit:

4) Number of persons provided a benefit that is no longer substandard:

5) Average age of persons served by the program:

6) Brief rationale of why >51% of **CDAIDE'S** client population is considered to be of low- and moderate-income (LMI):

7) Brief rationale of why >51% of **CDAIDE'S** client population is considered to be of Coeur d'Alene residency:

8) Brief description of the program and its beneficiaries:

9) Brief description of program status at the time of the City's CDBG funding:

10) **CDAIDE'S** Official Reporting:

A) Duns #: _____
B) UEI #: XC5PN1BUQTN5
C) Is this a woman owned business (Y/N)? N/A
D) Is this a minority owned business (Y/N): N/A

Attachment E

CDAIDE
Demographic & LMI Income Reporting Requirements

Please report for clientele served in CDBG funded project:

Race	**# Total**
White	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native &Black/African American	
Other Multi-racial	
Total Persons	
Of the total persons, enter the number who are Hispanic/Latino	
Income (Based on HUD'S 2026 Income limits)	**# Total**
Extremely Low-Income (30%)	
Low-Income (50%)	
Moderate Income (80%)	

FY 2026 Income Limits Documentation System

FY 2026 Income Limits Summary

FY 2026 Income Limit Area	Median Family Income	FY 2026 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Coeur d'Alene, ID MSA	$108,300	Very Low (50%) Income Limits ($)	36,150	41,400	46,550	**51,750**	55,850	60,050	64,150	68,350
		Extremely Low Income Limits ($)*	21,750	24,850	27,950	**33,000**	38,680	44,360	50,040	55,720
		Low (80%) Income Limits ($)	58,000	66,250	74,550	**82,800**	89,450	96,050	102,700	109,300

NOTE: Kootenai County is part of the **Coeur d'Alene, ID MSA**, so all information presented here applies to all of the Coeur d'Alene, ID MSA.

The **Coeur d'Alene, ID MSA** contains the following areas: Kootenai County, ID.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

For last year's Median Family Income and Income Limits, please see here:

FY2025 Median Family Income and Income Limits for Coeur d'Alene, ID MSA

AGREEMENT FOR CDBG GRANT FUNDS FOR COEUR D'ALENE SCHOOL DISTRICT 271

CDBG PROGRAM YEAR: 2026
CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and COEUR D'ALENE SCHOOL DISTRICT 271, an Idaho public, local government agency, whose mailing address is 1400 N. Northwood Center Court, Coeur d'Alene, Idaho, 83814, hereinafter referred to as "SUBRECIPIENT."

The key contact for the SUBRECIPIENT is Shon Hocker, Superintendent. The key contact for the CITY is Sherrie Badertscher, the CITY's CDBG Grant Administrator.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-26-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Ten Thousand and no/100 Dollars ($10,000.00) to the SUBRECIPIENT for Public Service Activities. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The SUBRECIPIENT certifies that the activity(ies) carried out under this Agreement will meet the National Objective to serve low- and moderate-income (LMI) persons by providing grant funds to the SUBRECIPIENT to assist City of Coeur d'Alene students and families who experience or are at risk of experiencing homelessness. The project supports students and families and their access to temporary, short-term housing and serves the National Objective of LMI- Limited Clientele (presumed benefit), homeless persons.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on September 30, 2027. The term of this Agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed **Ten Thousand and no/100 Dollars ($10,000.00)**, referred to herein as the "grant funds." In the event costs exceed these grant funds, the SUBRECIPIENT shall be responsible for any and all additional costs. The SUBRECIPIENT will provide the management resources, staff, and office supplies needed for the project.

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

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

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

The SUBRECIPIENT shall submit a report for their request for reimbursement of actual eligible expenses for each quarterly drawdown, which shall be numbered and dated and submitted with financial and progress reports (See: Section 7. Financial and Progress Reports). The reports shall at a minimum include the project name, name of the SUBRECIPIENT and address to which payment is to be made, and detailed itemized costs by budget category. All reporting shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. Demographic & LMI Income Reporting Requirements must be submitted with each pay request, in addition to the final reporting due at the conclusion of the project. COEUR D'ALENE SCHOOL DISTRICT 271's clientele qualify as LMI- Limited Clientele (presumed benefit), homeless persons. These presumed benefit activities require the reporting to indicate all clients receiving the service as extremely low-income regardless of individual incomes (See: Attachment E).

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

7. Financial and Progress Reports. The SUBRECIPIENT shall submit financial and progress reports with each quarterly drawdown which detail costs incurred by line item as described in the project budget (See: Attachment B). The SUBRECIPIENT agrees to submit performance reports in the form, content, and frequency as required by the CITY, and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD or otherwise. A detailed written final progress report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CITY's Grant Administrator at the conclusion of the program, Attachments A, C, D, and E. Please note, the CITY will require a final demographic report (See: Attachment E) that clearly shows the total numbers at conclusion of the project.

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

All required reports shall be submitted to the CITY's Grant Administrator at City of Coeur d'Alene, Attn: Sherrie Badertscher, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, or via email to sherrieb@cdaid.org.

8. Insurance. The SUBRECIPIENT warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of Five Hundred Thousand and no/100 Dollars ($500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

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

10. Environmental. The SUBRECIPIENT shall comply with the conditions of the Environmental Review performed for this project, which are: *Exempt Activity cited in 24 CFR § 58.34(a) (EXEMPT).*

11. Real Property Acquisition, Relocation, and Disposal. The SUBRECIPIENT agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); (b) the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR § 570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable CITY ordinances, resolutions, and policies concerning the displacement of persons from their residence.

12. Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a) The SUBRECIPIENT shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

b) Real property under the SUBRECIPIENT's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the SUBRECIPIENT shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The SUBRECIPIENT may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

Annual certification that the real property improved is still meeting the CDBG National Objectives pursuant to 24 CFR 570.208 is required and shall be provided to the City by October 1 of each plan year during the five-year period.

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

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

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

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. This data will be submitted to the Grant Administrator using the provided demographic report form as part of the final progress report.

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

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 (See: Attachment B), the Scope of Work (See: Attachment A), or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations, or law.

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.

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

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 is 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, worker's compensation coverage, and unemployment insurance, and shall prepare and be responsible for FICA and tax filings.

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

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

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

between the SUBRECIPIENT, CITY, and Contractor, and an "Authorization to Proceed" is issued by the CITY.

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

27. 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.

28. 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.

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, Religion, National Origin, Color, Familial Status, Sex, or Disability. The SUBRECIPIENT agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of the CITY, the City Clerk has affixed the seal of the City hereto, and the SUBRECIPIENT has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this 20th day of October, 2026.

CITY of Coeur d'Alene

Dated: _____

By: _____
Daniel K. Gookin, Mayor
City of Coeur d'Alene, Idaho

ATTEST:

By: _____
Renata McLeod
Its: City Clerk

COEUR D'ALENE SCHOOL DISTRICT 271

Dated: _____

By: _____
Shon Hocker, Superintendent
Coeur d'Alene School District 271

Attachment A

Grant Agreement between CITY of Coeur d'Alene and COEUR D'ALENE SCHOOL DISTRICT 271

Scope of Services

Under the HUD PY 2026 allocation of the Community Development Block Grant, **COEUR D'ALENE SCHOOL DISTRICT 271 (DISTRICT)** will:

1.) Provide supportive housing services for Coeur d'Alene families in crisis through the McKinney-Vento program by providing direct assistance to students and families by helping them secure temporary, short-term housing in motels. Families receiving support must be City of Coeur d'Alene residents.

Allocated grant funds are in the amount of $10,000.00. The total estimated cost of the project is $24,647.00. COEUR D'ALENE SCHOOL DISTRICT 271 will be responsible for the difference of $14,647.00 to complete the project.

With this project, COEUR D'ALENE SCHOOL DISTRICT 271 will help secure emergency lodging for Coeur d'Alene families who are at risk of and/or experiencing homelessness and reduce the barrier of potential impending homelessness. Families assisted with CDBG funds qualify under the National Objective of LMI- Limited Clientele (presumed benefit), homeless persons.

Summary of the Project Activities

The project will expand the McKinney-Vento supports program which assists students and families experiencing or at risk of experiencing homelessness. The project will provide students, families, and unaccompanied youth ages 18+ with access to short-term, temporary, and/or transitional housing in emergency situations. By removing the barrier of impending homelessness, students will have a reduction of disruptions to their lives and reduced absenteeism in school, leading to increased school engagement and academic achievement. Assistance is provided directly to students and families in the form of a voucher for short-term motel stays and addresses an emergent need for short-term housing in interim periods between losing one source of secure housing and finding another secure home. City of Coeur d'Alene families receiving the CDBG grant funds through this program are limited to no more than three (3) consecutive months of assistance in a 12-month period.

Schedule

Upon execution of the Agreement between COEUR D'ALENE SCHOOL DISTRICT 271 and the City of Coeur d'Alene, the Project shall commence and shall be complete by September 30, 2027. At the completion of the project, a final report is due on the number and demographics of beneficiaries served.

Attachment B

Project Budget
Grant Agreement between CITY of Coeur d'Alene and
COEUR D'ALENE SCHOOL DISTRICT 271

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Public Service Activity: *Expanding CDA 271's McKinney-Vento Supports for Homeless Families*	$10,000.00	$14,647.00	$24,647.00
CDBG Funds	$10,000.00		
Local School District Funds		$14,647.00	
Total	$10,000.00	$14,647.00	$24,647.00

Allocated grant funds are in the amount of $10,000.00. The total estimated cost of the project is $24,647.00. **COEUR D'ALENE SCHOOL DISTRICT 271** will be responsible for the difference of $14,647.00 to complete the project.

COEUR D'ALENE SCHOOL DISTRICT 271 will submit detailed, itemized quarterly invoices to the CITY'S CDBG Administrator for review which details eligible, completed expenses paid during the project. The invoice(s) shall be dated, state the project, name and address to which payment shall be made, and include copies of supporting documentation which details proof that payment has been made to the lodging provider (i.e., attach copies of lodging invoice(s) and check(s)/or credit card charges paid to lodging provider).

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

Attachment C

COEUR D'ALENE SCHOOL DISTRICT 271

Reporting Requirements

The SUBRECIPIENT shall provide:

1. A completed report with final drawdown (Attachment D) and a completed beneficiary and demographic report with each drawdown (Attachment E).

2. Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of Five Hundred Thousand and no/100 Dollars ($500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Please attach policy or provide a Declarations sheet verifying insurance.

3. Detailed, itemized quarterly invoice(s) to the CITY'S CDBG Administrator for review. The invoice(s) shall be numbered, dated, state the project, name and address to which payment shall be made, and include copies of supporting documentation which details proof that payment has been made to the lodging provider (i.e., attach copies of lodging invoice(s) and check(s) or credit card charges paid to lodging provider).

4. The National Objective for this activity is LMI- Limited Clientele (presumed benefit). This presumed benefit activity requires the reporting to indicate all clients receiving the service as extremely low-income regardless of individual incomes. **Note:** Homeless persons meet HUD's presumed benefit designation of extremely low-income.

Attachment D

COEUR D'ALENE SCHOOL DISTRICT 271 Final Report

During the CITY'S CDBG funded timeline of **COEUR D'ALENE SCHOOL DISTRICT 271's** Public Service Activity:

1) Number of persons served by the program:

2) Number of persons provided with new or continuing access to the benefit:

3) Number of persons provided with improved access to the benefit:

4) Number of persons provided a benefit that is no longer substandard:

5) Average age of persons served by the program:

6) Brief rationale of why >51% of **COEUR D'ALENE SCHOOL DISTRICT 271'S** client population is considered to be of low-to-moderate income (LMI):

7) Brief rationale of why >51% of **COEUR D'ALENE SCHOOL DISTRICT 271'S** client population is considered to be of Coeur d'Alene residency:

8) Brief description of the program and its beneficiaries:

9) Brief description of program status at the time of the City's CDBG funding:

10) **COEUR D'ALENE SCHOOL DISTRICT 271'S** Official Reporting:

A) Duns #: _____
B) UEI #: LBS4H9K8AFF4
C) Is this a woman owned business (Y/N)? N/A
D) Is this a minority owned business (Y/N): N/A

Attachment E

Demographic & LMI Income Reporting Requirements

Please report for clientele served in CDBG funded project:

Race	**# Total**
White	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native &Black/African American	
Other Multi-racial	
Total Persons	
Of the total persons, enter the number who are Hispanic/Latino	
Income (Based on HUD'S 2026 Income limits)	**# Total**
Presumed Benefit for Homeless Persons = Extremely Low-Income (30%)	

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

CDBG PROGRAM YEAR: 2026.
CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and ST. VINCENT DE PAUL SALVAGE BUREAU, INC., d/b/a ST. VINCENT DE PAUL NORTH IDAHO, an Idaho non-profit corporation, whose mailing address is 201 E. Harrison Avenue, Coeur d'Alene, ID 83814-3240, hereinafter referred to as "SUBRECIPIENT."

The key contact for the SUBRECIPIENT is Scott Ferguson, Executive Director. The key contact for the CITY is Sherrie Badertscher, the CITY'S CDBG Grant Administrator.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-26-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant, and reallocated prior year grant funds, the CITY is awarding Seventeen Thousand Two Hundred Fifty-Two dollars and 00/100 cents ($17,252.00) to the SUBRECIPIENT for Public Facility Improvements at their Women and Children's Emergency Transitional Shelter. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective to benefit Low- and Moderate-Income (LMI) Limited Clientele by providing grant funds to SUBRECIPIENT that will help them with their building improvement project. With this project, SUBRECIPIENT will ensure a well-maintained, up-to-date, safe, and accommodating facility which primarily serves the presumed benefit group of homeless persons of extremely low income.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on September 30, 2027. The term of this Agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed Seventeen Thousand Two Hundred Fifty-Two dollars and 00/100 cents ($17,252.00), referred to herein as the "grant funds." In the event costs exceed these grant funds, the SUBRECIPIENT shall be responsible for any and all additional costs. The SUBRECIPIENT will provide the management resources, staff, and office supplies needed for the project.

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

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

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

The SUBRECIPIENT shall submit a request for reimbursement of actual eligible expenses, which shall be numbered and dated. The report shall at a minimum include the project name, name of the SUBRECIPIENT and address to which payment is to be made, and detailed itemized costs by budget category. All reporting shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. Demographic & LMI Income Reporting Requirements must be submitted with each pay request, in addition to the final reporting due at the conclusion of the project. The national objective is Low- and Moderate-Income (LMI) Limited Clientele (LMC) (Presumed Benefit) Homeless, individual income reporting will not be required.

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

7. Financial and Progress Reports. The Subrecipient shall submit financial and progress reports with each drawdown that detail costs incurred by line item as described in the project budget (See: Attachment B). The Subrecipient agrees to submit performance reports in the form, content, and frequency as required by the CITY, and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD or otherwise. A detailed written final progress report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CITY'S Grant Administrator at the conclusion of the program, Attachments A, C, D, and E. Please note, the CITY will require a final demographic report (See: Attachment E) that clearly shows the total numbers at conclusion of the project.

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

All required reports shall be submitted to the CITY'S Grant Administrator at City of Coeur d'Alene, Attn: Sherrie Badertscher, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, or via email at sherrieb@cdaid.org.

8. Insurance. The SUBRECIPIENT warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, limits of five hundred thousand dollars ($500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

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

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

11. Real Property Acquisition, Relocation, and Disposal. The SUBRECIPIENT agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residence.

12. Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

Annual certification that the real property improved is still meeting the CDBG National Objectives pursuant to 24 CFR 570.208 is required and shall be provided to the City by October 1 of each plan year during the five-year period.

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

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

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

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. This data will be submitted to the Grant Administrator using the provided demographic report form as part of the final progress report.
Client information collected under this Agreement is private and the use or disclosure of such information is prohibited when not directly related to the CITY's or Subrecipient's responsibilities with respect to services under this Agreement unless written consent is first obtained from the client.

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 (See: Attachment B), the Scope of Work (See: Attachment A), or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations, or law.

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.

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

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 is 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, worker's compensation coverage, and unemployment insurance, and shall prepare and be responsible for FICA and tax filings.

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

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

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

between the Subrecipient, CITY, and Contractor, and an "Authorization to Proceed" is issued by the CITY.

26. 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.

27. 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.

28. 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.

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, Religion, National Origin, Color, Familial Status, Sex, or Disability. The Subrecipient agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY have executed this Agreement on behalf of the CITY, the City Clerk has affixed the seal of the City hereto, and the SUBRECIPIENT has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this 20th day of October, 2026.

City of Coeur d'Alene

Dated: _____

By: _____
Daniel K. Gookin, Mayor
City of Coeur d'Alene, Idaho

ATTEST:

By:_____
Renata McLeod, City Clerk

St. Vincent De Paul Salvage Bureau, Inc.

Dated: _____

By: _____
Scott Ferguson, Executive Director
St. Vincent de Paul Salvage Bureau, Inc.,
d/b/a St. Vincent de Paul North Idaho

Attachment A

ST VINCENT DE PAUL NORTH IDAHO

Scope of Services

Under the HUD PY 2026 allocation of the Community Development Block Grant, ST VINCENT DE PAUL NORTH IDAHO will:

1.) Remove and Replace the Worn Flooring at the Women and Children's Emergency Transitional Shelter. New LVP Flooring will be Installed.

Allocated grant funds are in the amount of $17,252.00. The total estimated cost of the project is $22,252.00. ST VINCENT DE PAUL NORTH IDAHO will be responsible for the difference of $5,000.00 to complete the project.

With this project, ST VINCENT DE PAUL NORTH IDAHO will increase the safety, accessibility, and longevity of the facility which primarily serves the presumed benefit group of homeless clientele, and meet the LMC (low-mod clientele) designation of homeless.

Summary of the Project Activities

The Facility Improvement project of rehabilitating the shelter flooring will bring the benefit improved health and safety, enhance functionality, and create a more dignified living environment to those who seek emergency transitional shelter; at least 51% are presumed to be extremely low-income (presumptive benefit group of homeless) Coeur d'Alene residents due to the nature of the facility. The National Objective for this project is benefit to Low- and Moderate-Income (LMI) Limited Clientele (LMC) (Presumed Benefit) Homeless.

Schedule

Upon execution of the Agreement between ST VINCENT DE PAUL NORTH IDAHO and the City of Coeur d'Alene, the Project shall commence and shall be completed by September 30, 2027. At the completion of the project, a final report is due on the number and demographics of beneficiaries served.

Attachment B

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

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Facility Improvements Project: *Women/Children's Shelter - Flooring Rehabilitation project (replace flooring with vinyl planking)*	$17,252.00	$5,000.00	$22,252.00
CDBG	$17,252.00		
SVdP		$5,000.00	
Total	$17,252.00	$5,000.00	$22,252.00

Allocated grant funds are in the amount of $17,252.00. The total estimated cost of the project is $22,252.00. ST VINCENT DE PAUL NORTH IDAHO will be responsible for the difference of $5,000.00 to complete the project.

ST VINCENT DE PAUL NORTH IDAHO will submit detailed, itemized invoices to the CITY'S CDBG Administrator for review. The invoices shall be dated; shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.

The project is subject to Davis-Bacon and Related Acts.

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

Attachment C

ST VINCENT DE PAUL NORTH IDAHO Reporting Requirements

The Subrecipient shall provide:

1) A completed report with final drawdown (Attachment D) and a completed beneficiary and demographic report with each drawdown (Attachment E).

2) Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of five hundred thousand dollars ($500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Please attach policy or provide a Declarations sheet verifying insurance.

3) Detailed, itemized invoice(s) to the CITY'S CDBG Administrator for review. The invoice(s) shall be dated, shall state the project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.

4. The national objective is LMI-Limited Clientele (Presumed Benefit) Homeless Persons, individual income reporting will not be required. All clientele are to be reported as extremely low income.

Attachment D

ST VINCENT DE PAUL NORTH IDAHO Final Report

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

1) Number of ST VINCENT DE PAUL NORTH IDAHO clients served and number of Coeur d'Alene persons benefiting in the CDBG supported period:

    a) Number of persons benefitting with <u>new access</u> to the facility post CDBG funded project:

    b) Number of persons with <u>increased</u> access to facility post CDBG funded project:

    c) Number of persons with access to public facility that is no longer substandard:

    d) Of the Total Persons, Number of:

        - Homeless Persons Given Overnight Shelter:
        - Beds Created in Overnight Shelter or Other Emergency Housing:

2) Brief rationale of why >51% of **ST VINCENT DE PAUL NORTH IDAHO** client population is considered to be of low- and moderate-income (LMI):

3) Brief rationale of why >51% of **ST VINCENT DE PAUL NORTH IDAHO** client population is considered to be of Coeur d'Alene residency:

4) **ST VINCENT DE PAUL NORTH IDAHO** Official Reporting:

    A) Duns #: _____
    B) UEI #: <u>REG3L5LLCGB5</u>
    C) Is this a woman owned business (Y/N)? _____
    D) Is this a minority owned business (Y/N): _____

Attachment E

SVdP- Women and Children's Emergency Shelter project
Demographic & LMI Income Reporting Requirements

Please report for clientele served in CDBG funded project:

Race	**# Total**
White	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native &Black/African American	
Other Multi-racial	
Total Persons	
Of the total persons, enter the number who are Hispanic/Latino	
Income (Based on HUD'S 2026 Income limits)	**# Total**
Extremely Low (30%) (Presumed Benefit-Limited Clientele)	

OTHER BUSINESS

CITY COUNCIL
STAFF REPORT

DATE: October 20, 2026

FROM: Jon Fugitt, Fire Chief

SUBJECT: Municipal Code Language Update – Fire Marshal Position

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DECISION POINT: Should the City Council adopt an Ordinance amending Coeur d'Alene Municipal Code Sections 2.28.110, 2.28.120, and 2.28.130 to update the Fire Marshal position and enforcement language to reflect the Fire Department restructuring already approved by Council?

HISTORY: In early 2026, the Fire Chief restructured the Department's administrative chief positions. Certain positions were reclassified as Division Chiefs, and two positions were created: Fire Marshal and Assistant Fire Chief. City Council has already approved these position changes.

Municipal Code Section 2.28.110 has not yet been updated to reflect this restructuring. As currently written, it states that the Fire Chief "shall be the Fire Marshal" and receive no additional compensation for that role, without distinguishing whether a separate, dedicated Fire Marshal position exists. Now that the Fire Marshal position has been created, the amendment clarifies that the Fire Chief serves as Fire Marshal only when the position is unassigned or vacant.

The Ordinance also updates the right-of-entry provision in Section 2.28.130 to add a citation to recently enacted Idaho statutes governing inspections by government officials (Chapter 71, Title 18, Idaho Code), alongside the City's existing right-of-entry Ordinance (M.C. § 1.24.010). It further amends Section 2.28.120 to designate the Fire Marshal as the City's Fire Code Official, consistent with the Department's current structure and the adopted Fire Code.

FINANCIAL ANALYSIS: There is no financial impact. The Fire Marshal and Assistant Fire Chief positions, and their associated compensation, were previously approved and funded through the Department's restructuring. This Ordinance updates Municipal Code language only and does not itself create, authorize, or fund any position.

PERFORMANCE ANALYSIS: This is a clerical amendment. It does not create new positions, expand authority, or change compensation — it brings Municipal Code Chapter 2.28 into alignment with the Fire Department's already-approved position structure and ensures the Code cites current Idaho law.

DECISION POINT/RECOMMENDATION: Council should adopt an Ordinance amending Coeur d'Alene Municipal Code Sections 2.28.110, 2.28.120, and 2.28.130, conforming the Code to the Fire Department's already-approved restructuring.

ORDINANCE NO. ____
COUNCIL BILL NO. 26-1018

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE FOLLOWING SECTIONS OF THE COEUR D'ALENE MUNICIPAL CODE: 2.28.110, 2.28.120, and 2.28.130; 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.

WHEREAS, 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 section 2.28.110 of the Coeur d'Alene Municipal Code be amended as follows:*

The Cchief of the fire department shall act as ~~be~~ the Ffire Mmarshal~~,~~ when the position is vacant, or if one is not assigned; ~~but~~ he shall receive no compensation therefor, other than his salary as Cchief of the fire department.

SECTION 2. *That section 2.28.120 of the Coeur d'Alene Municipal Code be amended as follows:*

It shall be the duty of the fire marshal to attend to the enforcement of the provisions of this chapter and all other provisions ~~pertaining to the protection from fire.~~ of the City, State, and Federal rules, regulations, and laws as they pertain to the protection of the citizens of the City and their property from fire, damage, or injury. The Fire Marshal shall act as the Fire Code Official for the City as defined in the currently adopted version of the Fire Code.

SECTION 3. *That section 2.28.130 of the Coeur d'Alene Municipal Code be amended as follows:*

The fire marshal shall have the right to enter upon any premises at all reasonable hours for the purpose of inspecting the same. Such right of entry, however, shall be governed by and limited by the general right of entry ordinance in section 1.24.010 of this code and Chapter 71, Title 18, Idaho Code.

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

SECTION 5. 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.

SECTION 6. After its passage and adoption, a summary of this Ordinance, pursuant to 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 this Ordinance 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 October 20, 2026.

APPROVED, ADOPTED, and SIGNED this 20th day of October, 2026.

_____
Daniel K. Gookin, Mayor

ATTEST:

_____
Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Sections 2.28.110, 2.28.120, and 2.28.130 of the Municipal Code

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE FOLLOWING SECTIONS OF THE COEUR D'ALENE MUNICIPAL CODE: 2.28.110, 2.28.120, and 2.28.130; 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. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ 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, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Sections 2.28.110, 2.28.120, and 2.28.130 of the Municipal Code, 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 20th day of October, 2026.

Randall R. Adams, City Attorney

CITY COUNCIL
STAFF REPORT

DATE: OCTOBER 20, 2026
FROM: CHRIS BOSLEY – CITY ENGINEER
SUBJECT: PRAIRIE & COURCELLES SIGNAL DESIGN CONTRACT

==========

DECISION POINT:
Staff is requesting award of a contract with J-U-B ENGINEERS, INC. for design of a traffic signal at Prairie Ave and Courcelles Parkway.

HISTORY:
Due to crash history and traffic congestion at the Courcelles Parkway intersection with Prairie Avenue, a traffic signal is desired. This intersection is shared by three jurisdictions: the City of Coeur d'Alene, the City of Hayden, and the Post Falls Highway District. Funding has been secured by each agency to design and construct a traffic signal to improve safety. This intersection is approximately ½ mile from traffic signals at Ramsey Ave and Atlas Road, meeting the Kootenai Metropolitan Planning Organization's ½ mile spacing requirement for Critical Arterial Corridors.

FINANCIAL ANALYSIS:
The contract amount for design is $49,600. The Streets and Engineering Department requests that the funding be taken from the 15th Street Reconstruction project. Over $2.5M in State Highway User Fees have been placed in the 15th Street reconstruction project over the years and a portion could be reallocated without impacting the 15th Street reconstruction, which is several years away. Prior to construction of the Prairie Ave/Courcelles Parkway traffic signal, staff will bring forward an interagency agreement with the City of Hayden and Post Falls Highway District to share in construction costs. The design funding paid for by the City of Coeur d'Alene will be considered in that agreement.

PERFORMANCE ANALYSIS:
Award of this contract will allow J-U-B ENGINEERS to begin the design process for a potential spring construction time, depending on available funding.

DECISION POINT/RECOMMENDATION:
Council should award the contract to J-U-B ENGINEERS, INC. for design of a traffic signal at Prairie Ave and Courcelles Parkway.

Prairie Ave-Courcelles Pkwy Signal Design

City of Coeur d'Alene IDAHO

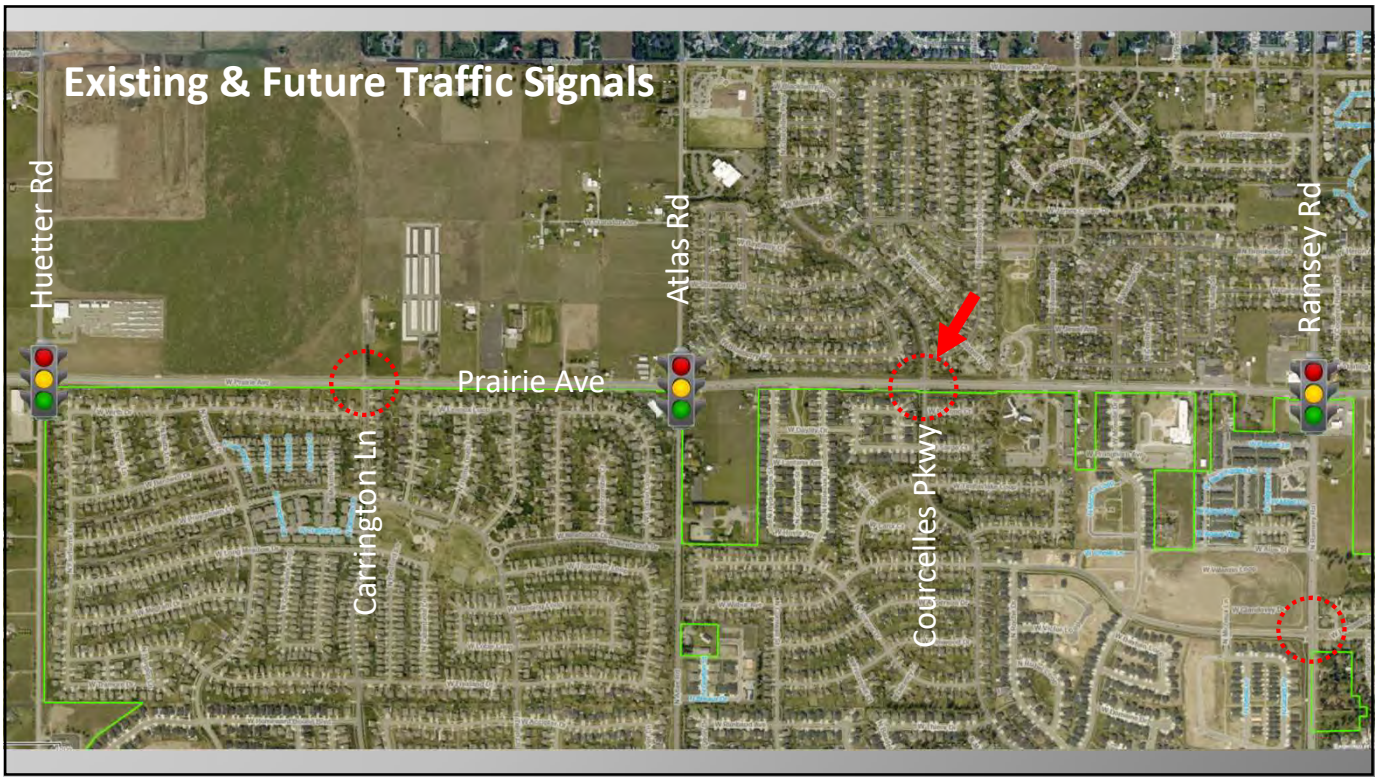
Chris Bosley, City Engineer

1

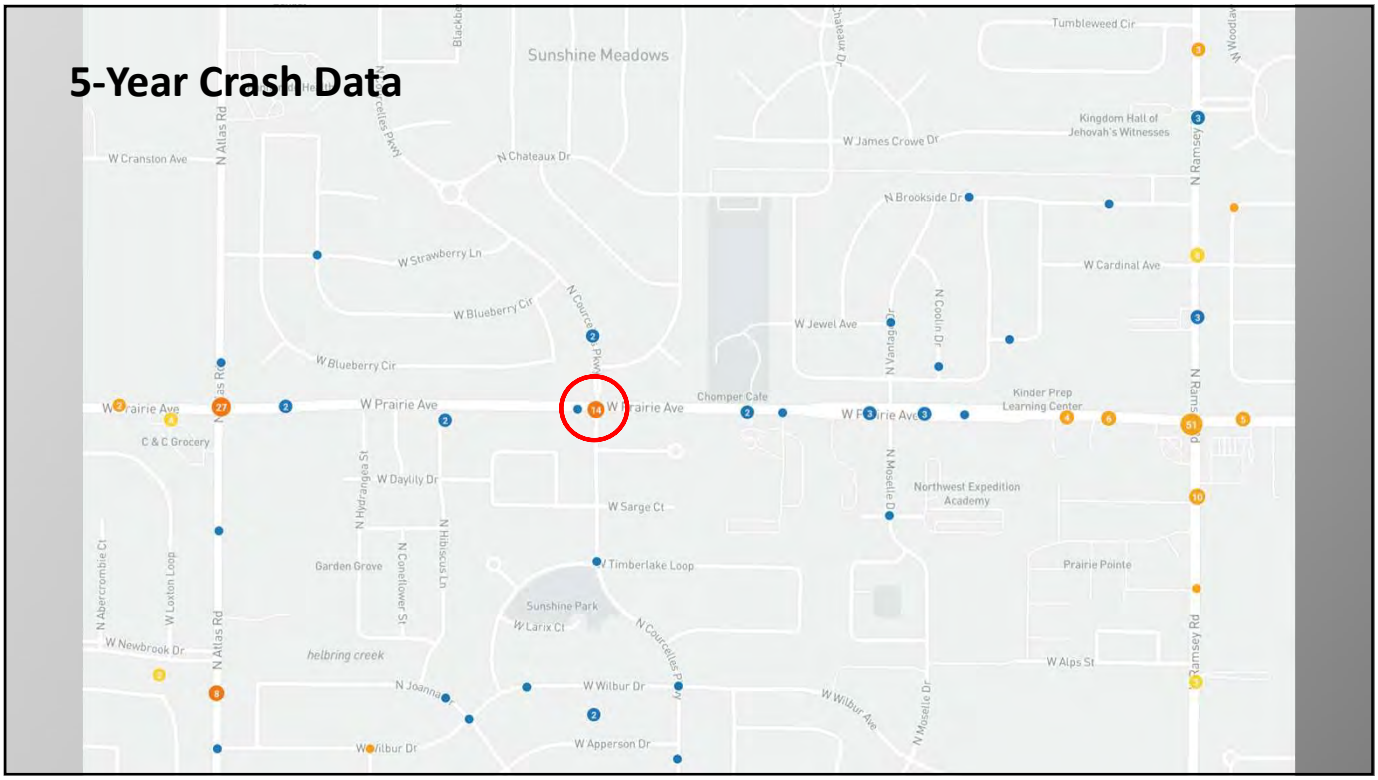
Partnering Agencies:

- Post Falls Highway District
- City of Hayden

2


Existing & Future Traffic Signals
Huetter Rd
Atlas Rd
Ramsey Rd
Prairie Ave
Carrington Ln
Courcelles Pkwy

3


5-Year Crash Data
Sunshine Meadows
W Prairie Ave
Chomper Cafe
Kinder Prep Learning Center
Northwest Expedition Academy
Prairie Pointe
Sunshine Park
helbring creek
W Cranston Ave
N Atlas Rd
N Chateaux Dr
W James Crowe Dr
N Brookside Dr
W Cardinal Ave
W Strawberry Ln
W Blueberry Cir
W Jewel Ave
W Daylily Dr
W Sarge Ct
W Timberlake Loop
W Larix Ct
W Wilbur Dr
W Apperson Dr
W Alps St
W Newbrook Dr
N Ramsey Rd
N Courcelles Pkwy
N Moselle Dr
Tumbleweed Cir
Kingdom Hall of Jehovah's Witnesses
C & C Grocery
Garden Grove
N Hydrangea St
N Hibiscus Ln
N Coneflower St
N Abercrombie Ct
W Loxton Loop
N Vantage Dr
N Coolin Dr
W Wilbur Ave

4

Anticipated Schedule

Design: Winter 2026-27
Bid Advertisement: Spring 2027
Construction: Summer 2027

5

Prairie Ave-Courcelles Pkwy Signal Design

Staff recommends the awarding the professional services agreement for Prairie Ave-Courcelles Pkwy Signal Design to J-U-B ENGINEERS, Inc.

6

RESOLUTION NO. 26-082

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC. FOR DESIGN OF A TRAFFIC SIGNAL AT PRAIRIE AVENUE AND COURCELLES PARKWAY, IN AN AMOUNT NOT TO EXCEED $49,600.00

WHEREAS, the City Engineer of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with J-U-B Engineers, Inc., for the design of a traffic signal at Prairie Avenue and Courcelles Parkway, in an amount not to exceed $49,600.00 pursuant to the terms and conditions set forth in the Professional Services Agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such Professional Services Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement with J-U-B Engineers, Inc., for design of a traffic signal at Prairie Avenue and Courcelles Parkway, in an amount not to exceed $49,600.00, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 20th day of October, 2026.

_____
Daniel K. Gookin, Mayor

ATTEST:

_____
Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GABRIEL	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER SHECKLER	Voted
COUNCIL MEMBER WOOD	Voted

was absent. Motion .

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: **RP-26-**
J-U-B Project Manager: **RLZ**

This Agreement entered into and effective this _____ day of September 2026**,** between City of Coeur d'Alene, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Design and construct traffic signal infrastructure at the intersection of Prairie Ave and Courcelles Way hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	**Todd Feusier**	Work telephone	**208 769-2235**
	Address	**3800 N Ramsey Rd**	Home/cell phone	
		Coeur d'Alene, ID 83815	FAX telephone	
			E-mail address	**tfeusier@cdaid.org**

For J-U-B:

1.	Name	**Riannon Zender**	Work telephone	**208 762-8787**
	Address	**745 Hanley Ave. Suite 301**	Cell phone	**208 755-4173**
		Coeur d'Alene, ID 83815	FAX telephone	
			E-mail address	**rzender@jub.com**

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1.** A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: _____

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:	**J-U-B ENGINEERS, Inc.:** **745 Hanley Ave, Suite 301**
NAME **3800 N Ramsey Rd**	STREET **Coeur d'Alene, ID 83815**
STREET **Coeur d'Alene, ID 83815**	CITY / STATE / ZIP CODE
CITY / STATE / ZIP CODE	BY (Signature) **Riannon Zender, TSG Regional Lead**
BY (Signature)	NAME / TITLE
NAME / TITLE	
BY (Signature)	
ADDITIONAL NAME / TITLE	

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

- ☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- ☐ **Attachment 2** – Special Provisions
- ☐ **Standard Exhibit A** – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties;. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement , award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars ($25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than $2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Prairie Avenue and Courcelles Parkway Intersection Signal Project

CLIENT: City of Coeur d'Alene

J-U-B PROJECT NUMBER: RP-26-

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED:** Click or tap to enter a date.**; or**

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Coeur d'Alene proposes to construct a new traffic signal at the intersection of Prairie Avenue and Courcelles Parkway. Courcelles Parkway provides access to large residential subdivisions located both north and south of Prairie Avenue, which functions as a principal east–west arterial. The intersection experiences a high volume of pedestrian activity, and pedestrians currently face difficulty crossing the five-lane, uncontrolled Prairie Avenue. The project will include survey, utility coordination, traffic analysis including signal warrants, and design. Utility impacts are anticipated to be minimal and are expected to be limited to coordination with power and communication providers for existing power poles located along the south side of the intersection. Construction is anticipated to occur entirely within the existing right-of-way. The following Scope of Services outlines the proposed work and identifies design criteria specific to this project.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.
7. Attend 3 client meetings to report on project status.
8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
9. Provide a monthly invoice including budget status.
10. Provide ongoing document handling and filing.

B. **Task 002: Survey**

1. J-U-B will provide boundary and supplemental topographic survey services conforming to accepted survey practices, City of Coeur d'Alene Standards, and Idaho State Code and Administration Policy regarding land surveying. The units for measurements and dimensions will be based on U.S. Survey Foot. Survey will include the following:
2. Prepare Right of Entry Letters
    a. Right of Entry Letters will be prepared for up to 20 property owners adjacent to the project corridor.
        i. Deliverables: Copies of letters and proof of delivery will be available upon request.
3. Primary Control: Establish a Primary control network consisting of strategically placed intervisible control monuments within and surrounding the project limits. The primary control network will be a combination of found monuments together with #5 rebar with plastic cap marked "J-U-B ENGINEERS INC CONTROL POINT".
    a. Horizontal datum will be based on NAD83, Idaho State Plane Coordinates, Idaho West Zone projected to ground values scaled about a control point located central to the project.
    b. Vertical Datum will be based on City of Coeur d'Alene datum (NGVD 29).
    c. Control points will also be vertical benchmarks for the project. A closed and adjusted differential level-loop will be run through the control to achieve the desired level of accuracy.
4. Survey Records Research: Research existing survey records for: Geodetic Reference Monuments (both horizontal and vertical), Land Corner Records (CP&F), Records of Survey, Subdivision Plats, Historical Road records, right-of-way records, as needed for right-of-way/boundary determination and monument preservation—as required by Idaho Code.
    a. At this time, it is anticipated that all designed infrastructure will be within existing rights-of-way and that no existing monumentation will be in jeopardy of being disturbed or destroyed. Found monumentation in the project area will be noted and referenced on the survey base map. In the unlikely event monuments are disturbed or destroyed, they will be reset under a separate task order, and a Record of Survey will be prepared in accordance with Idaho Code. Alternatively, the replacement of disturbed/destroyed monuments and preparation of the Record of Survey could be performed by a Professional Land Surveyor retained by the Contractor, if necessary.
5. Existing Right-of-Way
    a. Utilizing documents obtained through the Survey Records Research, calculate search positions for monuments of record needed to calculate existing right-of-way.
    b. Field-tie existing monumentation to determine existing rights-of-way pertinent to the project area.
    c. Perform survey analysis of the survey records and title documents relative to found monumentation to calculate and determine the existing right-of-way lines relative to the project area.
6. Supplemental Topographic Field Survey
    a. Topographic mapping will be performed using conventional surveying methods. Critical features to be considered for design will be surveyed with GPS and/or Robotic Total Stations.
    b. Shots will be taken at an adequate spacing to produce a contour interval consistent with the design needs of the project. The attached exhibit (Approximate Limits of Topographic Survey) will be used to define the project and survey limits.
    c. Other features to be mapped will include the existing roadway features, utilities, hardscape and ground features within the project area as shown on the attached 'survey limits' exhibit.
    d. Using a Trimble SX12 Total Station Survey Instrument with integrated Terrestrial LiDAR scan capability, we will perform a series of measurements at the Prairie Avenue and Courcelles Parkway intersection to determine heights of overhead utilities. Data will be processed to

create a 3D model illustrating the results and for use in design. Relative accuracies provided will be within 0.5 feet±.

e. Acquire a high-resolution aerial photograph using a survey-grade drone for planning and design. Insert the photo into the survey base map as a layer.

7. Survey Base Map
   a. Prepare a base map using the collected topographic data at a scale and contour interval consistent with accepted survey practices and project design team needs.
   b. Develop a digital terrain model of existing conditions.
   c. Show existing rights-of-way and utility easements on the base map.
   d. A field check will be performed of the base map and digital terrain model prior to utilizing for preliminary design. A QC/QA sign-off form will be prepared and submitted.
   e. The Survey base map and terrain model will be prepared in Autodesk Civil 3D.
8. Deliverables:
   a. A final survey base map sealed by a licensed Professional Land Surveyor will be provided in hardcopy and digital formats.
9. Assumptions:
   a. A topographic survey was recently performed by another firm for a portion of the project. Assuming J-U-B is provided with a digital copy of the survey in AutoCAD format and a signed and sealed copy of the survey to show responsible charge of that work – J-U-B will incorporate those data into our base map to lessen the topographic survey effort required for this project.
   b. No right-of-way or easement acquisitions are anticipated for this project and are not included.

C. Task 003: Utility Coordination

1. J-U-B will take the lead on contacting and mapping utilities, coordinating utilities, identifying conflicts and easements, coordinating agreements, and coordinating relocations resulting from project conflicts. The goal with utility coordination is to identify conflicts early, identify where utilities need to adjust or move, and authorize them to move once design is complete. J-U-B will position for timely notifications to utility companies according to the ITD Guide for Utility Management and will attempt to relocate utilities prior to construction, however utility relocations are often dependent on the utility company's relocation schedule.
2. Utility Locates and Contract Information: J-U-B will call in design locates to OneCall. Utilities that choose to locate underground facilities will be surveyed.
3. Initial Contact Letter: J-U-B will send an initial contact letter via email to each utility company generated on the design locate ticket and obtain existing mapping from each utility company.
   a. We anticipate up to 5 utilities will require coordination.
4. Utility Tracking Matrix: J-U-B will prepare a utility contract matrix (excel) that will be used to track correspondence between each utility company and J-U-B
5. Notification of Conflict Letter: J-U-B will prepare utility Notification of Conflict Letters via email. The letter will be accompanied by an exhibit showing the utility companies facilities and where conflicts exist requiring relocation.
   a. We do not anticipate utility agreements will be required, and utility relocations will be the responsibility of utilities.

D. Task 004: Traffic

The purpose of this task is to perform a signal warrant analysis. J-U-B will coordinate with our subconsultant, Quality Counts, to obtain turning movement counts for use in timing plan development. Traffic counts are anticipated to be collected in the Spring of 2026. Signal timing plans will be completed after 90% Design and are anticipated to be submitted with Final Design.

1. Signal Warrant Analysis: A signal warrant analysis will be completed using the latest version of the MUTCD to provide justification for the proposed signal.
2. Traffic Count Data Collection: Our subconsultant, Quality Counts, will collect turning movement counts at the Prairie Avenue and Courcelles Parkway intersection.

a. 12-hours of counts will be collected during a typical Tuesday-Thursday.

3. Deliverables:
   a. Turning movement count data.
   b. Signal warrant spreadsheet
4. Assumptions
   a. A memo will not be prepared

E. Task 005: 90% Design

The purpose of this task is to develop 90% design layout, landscape island removal/replacement, develop signal equipment lists, complete ADA design, provide wiring diagrams, and a cost estimate for formal review with the City. Following the submittal of 90% Design, and before starting Final Design, City and J-U-B will meet to review comments.

1. 90% Design Plans shall include:

Sheet Name	# of Sheets
Title Sheet	1
Legend Sheet	1
Topographic Survey and Control (1" =40')	1
Signal Plans (Materials, plan view, wiring diagrams, details)	5
Roadway and Removals	1
Roadway Signing & Striping	2
Pedestrian Ramp Details	1
Traffic Control Plan	1
Roadway Details	2
Utility Plans	1
Total	**16**

   a. Traffic control plans will show closure of a single lane for signal and curb ramp installation. Existing curb ramps will be protected and remain in place if possible.
   b. No staging plans are included in this scope of work.
   c. No storm drainage infrastructure will be modified as part of this work.
   d. Existing path of travel across roadways are assumed to meet current ADA requirements (cross slopes less than 2%, longitudinal slopes less than 5%). If crosswalks are found to not meet current ADA requirements, intersection reconstruction is required under 28 CFR 35.151 which will increase design and construction efforts.
2. Prepare Engineer's Opinion of Probable Cost: J-U-B design team will estimate quantities and prepare an excel spreadsheet Engineer's Opinion of Probable Cost
   a. J-U-B will procure unit costs by bid abstract analysis.
3. 90% Design Review Meeting
4. Assumptions:
   a. Landscape island removal and replacement of pavement will be identified in the plan
5. Deliverables: 90% Opinion of Probable Cost 90% Design Package (PDF)

F. Task 006: Plans, Specifications, and Estimate (PS&E) Design

The purpose of this task is to produce a complete draft and final PS&E package for the project.

1. Revise Final Design
   a. J-U-B will revise 90% design to address the comments received at the 90% design review meeting. This task includes updating plans, special provisions, and estimate after the 90% review is held.

b. Draft PS&E Package: J-U-B will prepare, assemble, and QC a draft PS&E package for review. It is assumed that design comments were addressed in previous submittals and that any comments from this point forward and minor “clean up” comments.
c. Final PS&E Package: J-U-B will prepare, assemble, and QC a final PS&E package, addressing comments for approval.

2. Deliverables:
   a. Draft PS&E package, PS&E checklist, QC documentation (J-U-B will draft only special provisions for specifications)
   b. Final PS&E package, PS&E checklist, QC documentation (J-U-B will draft only special provisions for specifications)

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
   1. Attend QC review meetings and provide design feedback
   2. Develop Project Specifications (outside of special provisions)
   3. Material Procurement

B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
   1. Bidding and Construction Phase Services
   2. Develop Specifications (outside of special provisions)
   3. Right-of-way acquisition services
   4. Signal Timing Plans

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
   1. For Time and Materials fees:
      a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B’s personnel times J-U-B's standard billing rates.
      b. Client shall pay J-U-B for J-U-B’s Consultants’ charges times a multiplier of 1.1.
   2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. **Period of Services**
   1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B’s billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
   2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B’s schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Project Management	Lump Sum	$3,600	Concurrent with work progress
002	Survey	Lump Sum	$18,800	Complete within 1 month of executed contract, notice to proceed, and receipt of all required data
003	Utility Coordination	Lump Sum	$3,200	Concurrent with work progress
004	Traffic	Lump Sum	$1,600	Concurrent with work progress
005	90% Design	Lump Sum	$18,000	Draft for CLIENT review 2.5 months after executed contract, notice to proceed, and receipt of all required data
006	Final PS&E	Lump Sum	$4,400	Draft for CLIENT review 3.5 months after executed contract, notice to proceed, and receipt of all required data
		Total:	**$49,600**	

PART 5 - CERTIFICATIONS AND DELIVERABLES

A. *Certification Concerning Boycott's: Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.*

B. *J-U-B certifies that it will not, for the duration of this Agreement, engage in a boycott of goods and services from companies that engage in or support the following industries: fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy, agriculture, or firearms.*

C. *Certification Concerning Abortion Providers: Pursuant to Idaho Code 18-87, J-U-B certifies that it is not currently an abortion provider and will not become one during the term of this Agreement.*

D. *Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.*

E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

F. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes and document editing, (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

Exhibit(s):

- Exhibit 1-A: Topographical and Boundary Survey Approximate Survey Limits

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For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

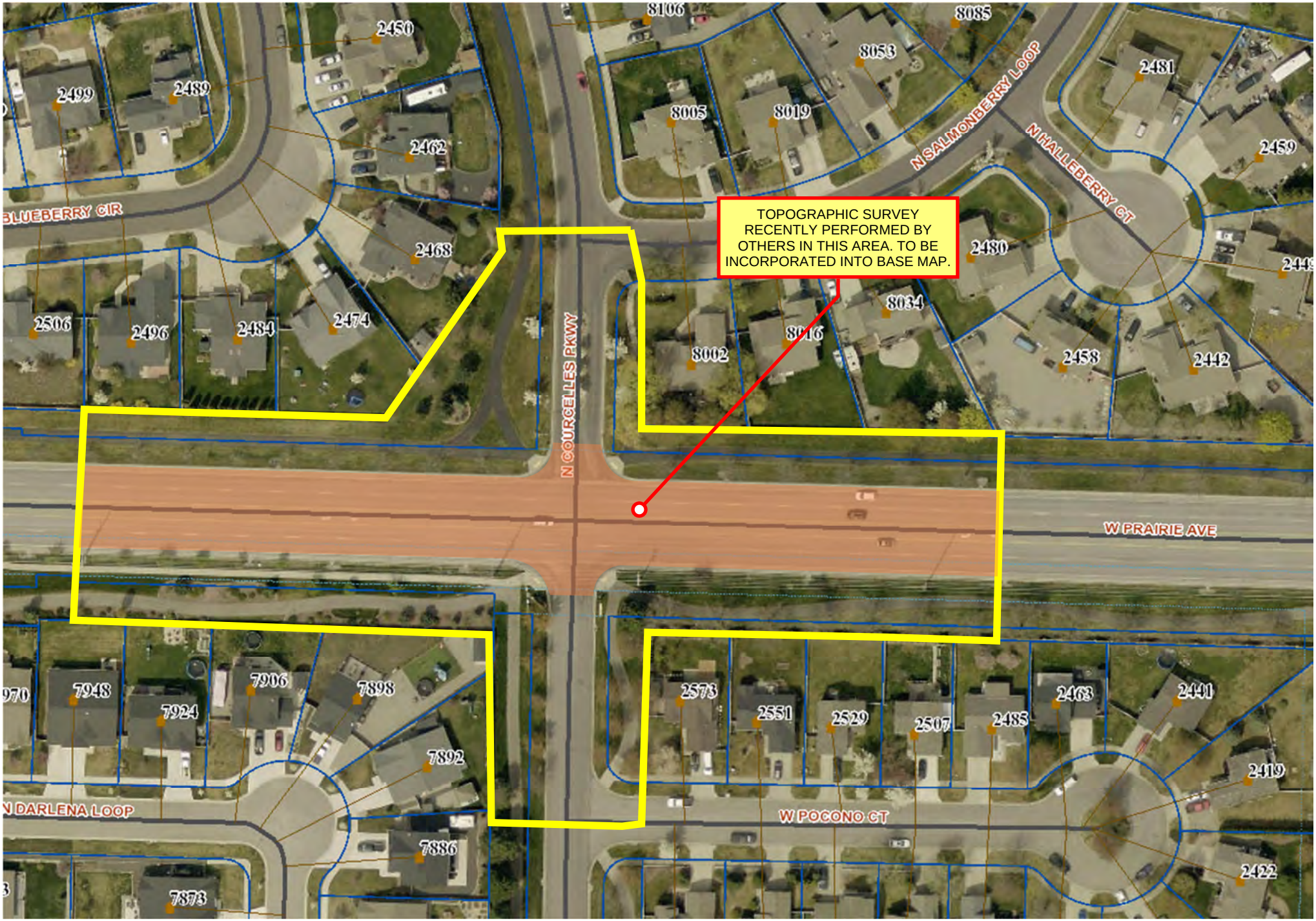
R&D: Yes

DISCIPLINE: Transportation

PROJECT DESCRIPTION(S)**:**

1. Traffic/Transportation (T03)
2. Surveying (L02)

EXHIBIT 1-A: TOPOGRAPHICAL AND BOUNDARY SURVEY APPROXIMATE SURVEY LIMITS



Resolution No. 26-082

EXHIBIT "A"

CITY COUNCIL
STAFF REPORT

DATE: October 20, 2026
FROM: Monte McCully, Urban Forester
SUBJECT: Appeal of Denial of Tree Removal Permit – 801 E. St. Maries Avenue

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DECISION POINT:
Should the City Council affirm or reverse the decision of the Urban Forestry Commission denying a tree removal permit for a Douglas fir tree within the 8th Street right-of-way abutting 801 E St Maries Avenue?

HISTORY:
Lee Wayman, owner of 801 E. St. Maries Avenue, requested the removal of a Douglas fir tree within the 8th Street right-of-way located in the 16-foot-wide planting strip on the west side of his property. Mr. Wayman previously made a removal request for this same tree in the past, with the main reason being concern that the tree would fall on his house. At that time, the committee inspected the tree and found the tree to be in good condition and denied the removal request. In February of this year, Mr. Wayman contacted the mayor, and both he and the City Forester went to meet with Mr. Wayman at his house and hear his concerns. He told us of his concern that if the tree should fall, it could hit his gas line and cause a fire. The City then hired Bartlett Tree Experts to assess the tree, and they found it to be in good condition. It has a slight eastward lean with self-correcting growth going westward. They recommended deadwood and selective pruning of 15% of the crown to reduce loading. The assessment was then sent to the Urban Forestry Committee, and several members went out to inspect the tree and met with Lee to discuss his concerns. John Schwandt did an increment bore test to determine if the tree had hidden interior rot and found the heartwood to be solid. The Urban Forestry Committee discussed this tree at its July meeting and found the tree to be healthy and structurally sound with no significant defects, decay, or safety concerns. Removal was denied, and pruning was recommended to mitigate concerns regarding safety by reducing wind sail.

The Urban Forestry Ordinance requires Urban Forestry Committee members to inspect tree removal permit requests and make recommendations regarding removal of public trees. The City's tree inspections are intended to evaluate tree health, condition, site, and nuisance factors. The ability to mitigate these concerns is considered. Tree benefits are also taken into account, such as environmental benefits, wildlife values, and contributions to the streetscape, neighborhood, and overall urban forest. Six committee members inspected this tree and all recommended retention.

FINANCIAL ANALYSIS:
If the decision is reversed, tree removal and the required planting of a replacement tree is the responsibility of the abutting property owner.

PERFORMANCE ANALYSIS:
Committee members are sympathetic to the above concerns regarding this tree; however, they did not feel that there is sufficient reason to remove an otherwise healthy tree from the public right-of-way. The Committee and the Urban Forester did approve the removal of an adjacent Maple to the north that has caused significant sidewalk upheaval and is blocking his ability to widen his driveway to accommodate two vehicles. If the Douglas fir and the Maple are both removed, it would vastly change the canopy on that block and create a wide-open spot in an otherwise heavily canopied neighborhood.

DECISION POINT/RECOMMENDATION:
The City Council should affirm the Urban Forestry Committee's Denial of a tree removal permit for a Douglas fir tree within the 8th Street right-of-way abutting Lee Wayman's property at 801 E. St. Maries Avenue.

Basic Tree Risk Assessment Form

Client City of Coeur d' Date 02/19/2026 Time 3:30 PM

Address/Tree location 801 E. St. Maries Ave. CDA, ID Tree no. 1 Sheet 1 of 1

Tree species Douglas Fir dbh 20 Height 45' Crown spread dia. 20'

Assessor(s) Nicholas Goodwin PN801A Tools used DBH Tape **Time frame** 1 year

Target Assessment

Target number	Target description	Target protection	Target zone: Target within drip line	Target zone: Target within 1 x Ht.	Target zone: Target within 1.5 x Ht.	Occupancy rate (1–rare 2 – occasional 3 – frequent 4 – constant)	Practical to move target?	Restriction practical?
1	Residents - Home	None		x		3	no	no
2	Pedestrian - sidewalk	None	x			3	no	no
3	Vehicles - Street	None	x			3	No	no
4	Citizens - Public Park/Trail	Partial		x		3	no	no

Site Factors

History of failures minimal in park **Topography** Flat ☒ Slope ☐ _____% **Aspect** _____

Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☒ Root cuts ☐ Describe past sidewalk install - old

Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☒ 30 % Describe street - Sidewalk

Prevailing wind direction SW **Common weather** Strong winds ☒ Ice ☒ Snow ☒ Heavy rain ☒ Describe NW Typical

Tree Health and Species Profile

Vigor Low ☐ Normal ☒ High ☐ **Foliage** None (seasonal) ☐ None (dead) ☐ Normal 90 % Chlorotic 30 % Necrotic 10 %

Pests/Biotic previous borer secondary **Abiotic** _____

Species failure profile Branches ☒ Trunk ☐ Roots ☐ Describe prone to branch failure

Load Factors

Wind exposure Protected ☐ Partial ☒ Full ☐ Wind funneling ☐ _____ **Relative crown size** Small ☐ Medium ☒ Large ☐

Crown density Sparse ☐ Normal ☒ Dense ☐ **Interior branches** Few ☐ Normal ☒ Dense ☐ **Vines/Mistletoe/Moss** ☐ _____

Recent or expected change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR 90 %

Dead twigs/branches ☒ _____% overall Max. dia. 1'

Broken/Hangers Number _____ Max. dia. _____

Over-extended branches ☐

Pruning history

Crown cleaned ☐ Thinned ☐ Raised ☒

Reduced ☐ Topped ☐ Lion-tailed ☐

Flush cuts ☐ Other _____

branch failure

Part Size 3" d Fall Distance 30'

Load on defect N/A ☐ Minor ☒ Moderate ☐ Significant ☐

Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

Cracks ☐ _____ Lightning damage ☐

Codominant ☐ _____ Included bark ☐

Weak attachments ☐ _____ Cavity/Nest hole ____% circ.

Previous branch failures ☒ minimal Similar branches present ☒

Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐

Conks ☐ Heartwood decay ☐ _____

Response growth healthy "downhill"

Condition(s) of concern _____

Part Size _____ Fall Distance _____

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐

Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐

Codominant stems ☐ Included bark ☐ Cracks ☐

Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☒

Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐

Cavity/Nest hole _____% circ. Depth _____ Poor taper ☐

Lean _____° Corrected? _____

Response growth healthy Downhill

Condition(s) of concern bole failure

Part Size 20" Fall Distance 45

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☒

Likelihood of failure Improbable ☒ Possible ☐ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth_____ Stem girdling ☐

Dead ☐ Decay ☐ Conks/Mushrooms ☐

Ooze ☐ Cavity ☐ _____% circ.

Cracks ☐ Cut/Damaged roots ☒ Distance from trunk 5'

Root plate lifting ☐ Soil weakness ☐

Response growth healthy,

Condition(s) of concern uprooting

Part Size 20" Fall Distance 45'

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☒

Likelihood of failure Improbable ☒ Possible ☐ Probable ☐ Imminent ☐

Risk Categorization

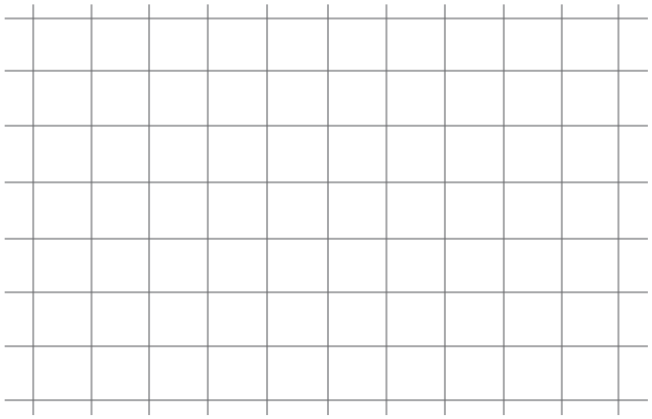
Target (Target number or description)	Tree part	Condition(s) of concern	Likelihood: Failure: Improbable	Failure: Possible	Failure: Probable	Failure: Imminent	Impact: Very low	Impact: Low	Impact: Medium	Impact: High	Failure & Impact (from Matrix 1): Unlikely	Somewhat	Likely	Very likely	Consequences: Negligible	Minor	Significant	Severe	Risk rating (from Matrix 2)
Home	trunk/bole	possible bole failure	x							x	x							x	LOW
pedestrian			x						x		x							x	LOW
park patrons			x						x		x							x	LOW
residents	Branches	possible Branch Failure		x					x		x						x		LOW
Pedestrian				x					x		x						x		LOW
park Patrons			x					x			x						x		LOW
Home	Roots	Uprooting	x							x	x							x	LOW
Pedestrian			x						x		x							x	LOW
Park Patrons			x						x		x							x	LOW

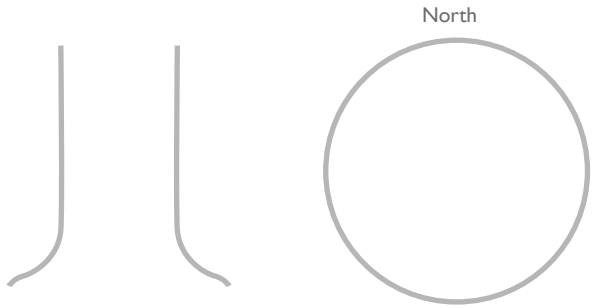
Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impact			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2. Risk rating matrix.

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low





Notes, explanations, descriptions

See report

Mitigation options

1. prune per report — **Residual risk** low
2. Remove — **Residual risk** low
3. _____ — **Residual risk** _____
4. _____ — **Residual risk** _____

Overall tree risk rating Low ☒ Moderate ☐ High ☐ Extreme ☐

Overall residual risk None ☐ Low ☒ Moderate ☐ High ☐ Extreme ☐ **Recommended inspection interval** yearly

Data ☒ Final ☐ Preliminary **Advanced assessment needed** ☒ No ☐ Yes-Type/Reason low risk

Inspection limitations ☒ None ☐ Visibility ☐ Access ☐ Vines ☐ Root collar buried Describe _____

This datasheet was produced by the International Society of Arboriculture (ISA) — 2017

February 19, 2026

City of Coeur d'Alene (attention Monte McCully)
710 E Mullan Ave.
Coeur d'Alene, ID 83814

Spokane WA Office
11120 E Empire Ave
Spokane, WA 94901
Business: (509-862-0110)

801 St. Maries Ave. – Right of Way – Douglas Fir – Tree Evaluation

Dear Mr. McCully

You requested that I inspect one Douglas fir (*Pseudotsuga menzeisii)* located at 801 St. Maries Ave. in Coeur d'Alene to evaluate its overall condition. I visited the site to assess the tree on February 19th, 2026. This letter is intended to accompany my tree care recommendations and summarizes my observations and evaluation.

Site Observations

The tree is growing on level grade within a turf-covered residential tree lawn located in the public right-of-way adjacent to 8th Street. The surrounding neighborhood contains mature native and ornamental tree species typical of Coeur d'Alene, including Douglas-fir, Ponderosa pine, horse chestnut, and other large-stature street trees. The trunk is situated approximately 20 feet from the nearest residence. The crown exhibits predominantly vertical growth, with slight directional lean to the east that demonstrates notable self-corrective development toward the west. No underground utilities were observed within the accessible root zone; however, the presence of subsurface utilities cannot be entirely ruled out. Residential overhead utility lines are located within potential strike distance of the western canopy. Both 8th Street and St. Maries Avenue are local residential roads and fall within the tree's potential impact radius. A residential sidewalk lies within the tree's dripline, and a public park with pedestrian pathways to the west is also located within the overall strike zone.

Photo 1 with inset : Douglas fir tree with an upright pyramidal form. No structural defects of concern noted, Tree is single stemmed with healthy apical growth. Competing trees and home within proximity of tree shown. Inset shows root flair with recent cavitating bird activity.

Description of the Tree

The mature Douglas-fir tree exhibits an upright, pyramidal growth form with a minor sweep to the east and a corresponding self-corrective sweep toward the west. The crown is moderately open, maintaining an estimated 90% live-crown ratio, which is

consistent with healthy species characteristics. The tree is approximately 45 feet tall with a crown spread of about 20 feet and maintains a single dominant stem. Overall crown symmetry is good, and no significant structural defects were observed. The 20-inch trunk displays fair taper with well-developed reaction wood aligned with directional growth patterns. The root collar and buttress roots were fully visible, and no indicators of root-plate instability were detected. Minor soil mound formation was noted on the east side of the root plate; however, the condition appears consistent with natural root growth rather than movement of the root plate.

Conclusions

The Douglas fir exhibits good structural condition and overall form. The following observations were documented:

- The crown displays an upright pyramidal form with minimal directional growth and moderate self-correction
- The tree has a balanced crown with no defects of concern recorded
- The tree is in fair overall health and condition, with some chlorosis recorded in the canopy. There is also evidence of recent and past woodpecker activity, although no signs of current wood borer activity were recorded.
- Site conflicts are minimal for a residential environment, with nearby homes, overhead electrical utilities, a public street, sidewalk, and a public park/trail within the strike distance of the tree.

Recommendations

The tree was found to be in fair health and good condition, a basic TRAQ risk assessment form has been included with this report. Should the City choose to retain this tree, I recommend conducting pruning to remove dead branches 1 inch in diameter and larger and selectively reducing approximately 15 % of live rubbing and interfering branches. This will improve branch spacing, enhance crown balance, and reduce overall mechanical loading. Continued monitoring is recommended to observe any changes in trunk sweep or lean and to detect any developments at the root plate that may indicate emerging instability.

Please feel free to contact me with any questions regarding this evaluation.

Nicholas Goodwin
ISA Certified Arborist PN-7801A
ISA Tree Risk Assessment Qualified
Ngoodwin@bartlett.com

Limits of the Assignment

Information regarding the tree included in this report was obtained through a physical inspection conducted by Bartlett Tree Experts (BTE) Arborist Representative Nicholas Goodwin on January 15, 2025.
The inspection was performed from the ground for visual conditions.
This tree evaluation was not a tree risk assessment. As such, no trees were assessed for risk in accordance with industry standards, nor are there any tree risk ratings or risk mitigation recommendations provided within this preservation plan.

Assumptions and Limiting Conditions

All recommended work should be performed in accordance with industry accepted standards set forth by the American National Standards Institute (ANSI) and the ISA's *Best Management Practices.*

Any legal description provided to the consultant is assumed to be correct. Any titles and ownership to any property are assumed to be good and marketable. No responsibility is assumed for matters legal in character. Any and all property is evaluated as though free and clear, under responsible ownership and competent management.

Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the consultant can neither guarantee nor be responsible for the accuracy of information provided by others.

The consultant shall not be required to give testimony or attend court by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services as described in the fee schedule and contract of engagement.

Loss or alteration of any part of this report invalidates the entire report.

Possession of this report or a copy thereof does not imply right of publication of use for any purpose by any other than the persons to whom it is addressed, without the prior expressed written or verbal consent of the consultant.

This report, or any copy thereof, shall not be conveyed, in whole or in part, by anyone, including the client, to the public via any media type or outlet, without the prior expressed consent of the consultant specifically as to value conclusions, identity of the consultant, or any reference to any professional society or institute or to any initialed designation conferred upon the consultant as stated in his qualification.

This report and values expressed herein represent the opinion of the consultant, and the consultant's fee is in no way contingent upon the reporting of a specified value, a stipulated result, the occurrence of a subsequent event, nor upon any finding to be reported.

Illustrations, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys.

Information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection. There is no warranty or guarantee, expressed or implied, that problems of deficiencies of the plans or property in question may not arise in the future.

RECEIVED

SEP 17 2026

CITY CLERK

NOTICE OF ADMINISTRATIVE APPEAL TO CITY COUNCIL PURSUANT TO MUNICIPAL CODE 12.36.605

I

INTRODUCTION

Lee Wayman appeals the September 4, 2026 decision denying his request to remove a Douglas Fir tree that is located in the public right of way on 8th street in front of 801 E. St. Maries Avenue. Scott Wayman is a co-owner of the property, and joins in this appeal.

The city council should approve the request to remove the tree because it is consistent with the provisions of the Urban Forestry Ordinance of the City of Coeur d'Alene and other applicable laws.

II

FACTS

The tree at issue is located in the parkway on the 8th street side of the corner of 8th Street and St. Maries Avenue. The Urban Forester and members of the Urban Forestry Committee evaluated the request and determined that the tree was in "great shape" and decided to deny the removal request.

III

DISCUSSION

While the tree may be in "great shape", the ordinances that guide the city's decision need to be followed in coming to a lawful decision. Certain facts and legal issues do not appear to have been adequately considered.

There is no mention of the fact that the roots of the tree have grown under the sidewalk toward the house and have lifted the sidewalk, thereby creating a hazard. Municipal Code 12.36.505 provides as follows;

> 12.36.505: PUBLIC NUISANCES DESIGNATED:
>
> All trees dead, defaced, broken, dangerous or diseased, or that part of a tree which constitutes a hazard, **or that part of the roots of any tree or shrub which interferes with or causes the surface of the street, curb or sidewalk in public right of way to be upheaved or otherwise disturbed,** or any tree or shrub that has an infestation of pests, which may spread or the continued existence thereof constitute a serious hazard, or any tree or shrub or part thereof, whether public or private which so overhang a public right of way or are growing thereon in such a manner as to obstruct or impair the free and full use of the right of way, or which constitute a sight hazard as defined in section 12.36.425 of this chapter are declared to be a public nuisance. (Ord. 3565, 2017)

Municipal Code 12.36.500 provides as follows:

> 2.36.500: NUISANCES DECLARED:
>
> No controller shall permit a public nuisance to exist as herein defined and found to exist by the street superintendent, the parks director, or their designee. (Ord. 3064 §9, 2002: Ord. 2934 §22, 1999: Ord. 2143 §23, 1988: Ord. 1878 §1(part), 1985)

The homeowner — the "Controller"in the language of the ordinance — has the duty to maintain the tree to avoid a nuisance situation. A lifted sidewalk is specifically defined as a nuisance. The sidewalk ordinance does not require a declaration by the city to qualify as a nuisance. Specifically, Municipal Code 12.20.100, states "It shall be the duty of the owner of all property within the city to maintain sidewalks abutting his property at all times in a safe and proper condition whether or not he has received a notice from the city as provided in this chapter."

Once a nuisance exists, the homeowner, not the city, has the duty to abate the nuisance. Here, the removal of the tree to allows the replacement of the tree and facilitates proper improvement of the sidewalk.

While there may be another way to abate the nuisance by, for example, removing the damaged area of the sidewalk and trimming the roots and replacing the sidewalk, the better remedy is to remove the tree completely. The tree leans in the direction of the house. It is a very tall tree. Recent wind events have shown that it is the tall trees, not the short ones, that get damaged by the wind. If another serious wind event occurs in the future, removal eliminates the risk of the tree falling towards the house, the chimney, and the gas meter located on that side of the house. The tree will be replaced with a smaller tree that is less likely be damaged by the

wind. The wishes of the homeowner regarding the best way to abate the nuisance should be an important factor to consider when deciding remove a tree. After all, it is the homeowner that sees the tree every day. It is the homeowner that has to care for the tree. It is the homeowner who holds legal title to the property. It is the homeowner who is in the best position to decide how to manage the risk associated with a nuisance tree that impacts his property and public safety.

IV

CONCLUSION

One does not have to walk very far on the beautiful tree lined streets of Coeur d'Alene to to see the damages caused to the sidewalks by the roots of trees that were planted decades ago. Allowing the removal of this tree will increase public safety by facilitating a proper repair of the sidewalk. Allowing removal of this tree will improve the personal security and safety of the occupant of the home by eliminating any perceived risk to him from the tree falling in the future. Allowing the removal of the tree and replacing it with a new tree will continue to enhance the City of Coeur d'Alene's status as a "Tree City USA." And … all of this can be done without costing the city of Coeur d'Alene, and its taxpayers, anything.

Dated: September 17, 2026

Scott Wayman

Scott Wayman

Lee Wayman

Lee Wayman

MUNICIPAL SERVICES DEPARTMENT
OFFICE OF THE CITY CLERK

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2231
FAX (208)769-2388

October 1, 2026

Scott and Lee Wayman
801 E. St. Maries Avenue
Coeur d'Alene, ID 83814

RE: Appeal Hearing for the Urban Forestry Committee denial of tree removal request

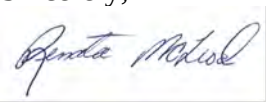
Dear Scott and Lee Wayman:

You have requested a hearing before the City Council regarding the denial of your tree removal request at 801 E. St. Maries Avenue by the Urban Forestry Committee. The hearing has been scheduled for October 20, 2026. The Council meeting begins at 6:00 p.m., in the Library Community Room located at 702 E. Front Avenue, Coeur d'Alene, Idaho. We cannot give you an exact time when your appeal will be heard that evening. You can check the agenda for that meeting to see when during the meeting your appeal will be heard.

The appeal hearing will be conducted as follows: The City Clerk will swear in any witnesses who will testify, including you. Next, you will have an opportunity to tell the City Council why it should reverse the tree removal denial. You may also call witnesses to give testimony relevant to the tree removal and you may present evidence, such as photographs, videos, witness statements, etc. The City, through its Urban Forestry Coordinator, will then provide his report to the City Council. He also may provide any relevant evidence and may call witnesses. Finally, you will be provided with an opportunity for rebuttal to address anything new that came up during the City's presentation. You should not use this opportunity to repeat what you have already presented. Following all the testimony, the City Council will discuss the matter and render a decision.

If you have any other questions, or if I may be of any further assistance, please do not hesitate to contact me.

Sincerely,



Renata McLeod,
Municipal Services Director/
City Clerk