

**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 F - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

**August 5, 2025**

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

**B. INVOCATION:** Paul Van Noy, Candlelight Christian Fellowship

**C. PLEDGE OF ALLEGIANCE**

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

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

**F. ANNOUNCEMENTS**

1. City Council
2. Mayor

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

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

1. Approval of Council Minutes for the July 15 and 21, 2025 Council Meetings.
2. Approval of Bills as Submitted
3. Approval of SS-24-03 – Approval of Final Plat – Pinewood Addition.

## **H. OTHER BUSINESS:**

1. **Council Bill No. 25-1015** – Ordinance Authorizing the Issuance of and Providing for the Sale of General Obligation Bonds, Series, 2025, of the City of Coeur d'Alene, Idaho, and Authorizing the Manner of Sale of the Bonds, Delegating Authority to Approve the Terms, Provisions and Sale of the Bonds, and Providing for Related Matters.

**Presented by: Danielle Quade, Hawley Troxell  
and Michael Keith, Vice President, Zions Public Finance**

2. **Resolution No. 25-038** - Approving a Professional Services Contract with DOWL for the River's Edge PUD Traffic Mitigation Plan.

**Staff Report by: Chris Bosley, City Engineer**

3. **Resolution No 25-039** - Approving two purchase agreements with Hughes Fire Equipment for four fire engines and one ladder truck in the total amount of \$6,221,422.00.

**Staff Report by: Lucas Pichette, Deputy Fire Chief**

4. **Resolution No. 25-040** - Approving Amendment No. 5 to the Professional Services Agreement with HDR Engineering, Inc., in the amount of \$48,409.79, for additional Programming Work associated with the Solids Handling Improvements Project.

**Staff Report by: Mike Becker, Capital Program Manager, Wastewater**

5. **Council Bill No. 25-1014** - Approving amendments to Municipal Code Chapter 8.20 entitled Swimming Pools.

**Staff Report: Ted Lantzy, Building Official**

6. **Resolution No 25-041** - Approving the setting of a public hearing for September 2, 2025, and setting the high dollar amount (\$152,558,290.00) in expenditures for the 2025-2026 Fiscal Year Financial Plan (Annual Appropriation).

**Staff Report by: Katie Ebner, Finance Director**

7. **Resolution No. 25-042** - Approving Amendment No. 1 to the Grant Funding Agreement with United Way of North Idaho to expand the scope of services in the Childcare Scholarship Program and authorizing staff to execute the amended agreement.

**Staff Report: Sherrie Badertscher, Community Development Specialist**

**I. PUBLIC HEARING:**

*Please sign up to testify at <https://www.cdavid.org/signinpublic/Signinformlist>*

1. (Legislative) Community Development Block Grant (CDBG) Plan Year 2025 Annual Action Plan

**Staff Report: Sherrie Badertscher, Community Development Specialist**

**J. EXECUTIVE SESSION**

**K. RECESS to August 11, 2025**, at 12:00 noon in the Library Community Room, located at 702 E. Front Avenue, for a Council Workshop to discuss the Fiscal Year 2025/2026 Budget.

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

# Coeur d'Alene

## CITY COUNCIL MEETING

*August 5, 2025*

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**MEMBERS OF THE CITY COUNCIL:**

**Woody McEvers, Mayor**  
**Council Members English, Evans, Gookin, Miller, Wood, Gabriel**

## ANNOUNCEMENTS

## CONSENT CALENDAR

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

July 15, 2025

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 July 15, 2025, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

Dan English	)	Members of Council Present
Christie Wood	)	
Dan Gookin	)	
Kiki Miller	)	
Kenny Gabriel	)	
Amy Evans	)	

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

**INVOCATION:** Richard Dance of the Church of Jesus Christ of Latter-day Saints led the invocation.

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

**PUBLIC COMMENTS:**

Julie Amador, Coeur d'Alene, Professor of Mathematics Education and Associate Dean of Research and Facility Development at the University of Idaho in Coeur d'Alene, spoke on behalf of the University of Idaho Coeur d'Alene in support of the sublease with the Coeur d'Alene Tribe. She stated they were in support and that as a not-for-profit entity that provides educational opportunities in the region, the proposed sublease is crucial, as it will help to cover operational costs and continue their vital work.

Rachael Farmer, Hayden, representing North Idaho Pride Alliance (NIPA), spoke in support of the Human Rights Education Institute (HREI) lease agreement renewal. She noted that since 2017 NIPA has maintained a valuable partnership with HREI utilizing their facility for numerous community events and programs.

Bill Green, Coeur d'Alene, expressed concerns about an article published in the Coeur d'Alene Press on June 26<sup>th</sup> regarding the Coeur d'Alene Library containing comments from Board members that are in conflict with Idaho Code. The comments were in regard to required policies for minor card holders not being able to access materials considered to be harmful to minors regardless of the parents' wishes. Mr. Green stated that the Idaho Code reads that the interest of

parents includes the high duty and right to direct their children's destiny and upbringing and education, meaning parents may check out the materials on behalf of the minors if they desire. Mr. Green asked the Council to consider letting the Library Board know that it is important to be accurate, fair, and clear when they are making comments to the public that conflict with the Idaho Code.

Jennette Laster, Coeur d'Alene, Executive Director of the Human Rights Education Institute, spoke in support of continuing the lease agreement with the City for the historic building located at 414 W. Fort Grounds Drive. HREI has been leasing the building for 22 years and is an established beacon of hope for the community. Ms. Laster thanked the Parks and Recreation Department staff that services the parks surrounding the building. In addition, she thanked the City Administrator and City Attorney for the hours spent on negotiating the lease agreement. The proposed lease agreement demonstrates active partnership and is mutually beneficial to both parties and the community. HREI has been in existence for 23 years and works to celebrate diversity and human rights through education, awareness, and community engagement. It achieves this by hosting and creating world-class exhibits, developing youth and community programs, sponsoring events that celebrate diversity, and offering workshops and training for community members, business leaders, and educators. She stated on behalf of the board and 35 volunteers, they respectfully request approval of the lease agreement.

Suzanne Knutson, Coeur d'Alene, noted that National Disability Independence Day is on July 26<sup>th</sup> and it commemorates the signing of the Americans with Disabilities Act (ADA) in 1990. The day celebrates the anniversary of 35 years and serves as a way to bring awareness and break down barriers that individuals with disabilities are faced with every day. This year the theme is "We Belong Here and We Are Here to Stay." Ms. Knutson thanked the Coeur d'Alene Museum, Citylink, and Jeremy Sader, IT accessibility coordinator at North Idaho College for efforts in providing accessibility.

Lee Wayman, Coeur d'Alene, shared that on June 24<sup>th</sup> he attended the Avista Power Shut Off (PSPS) presentation at Panhandle Health District. The presentation focused on their wildfire mitigation strategy, especially how they'll use PSPS and Fire Safety Mode to reduce fire risk, he wanted to make sure the public was aware that they could review the presentation at the following website: <https://www.myavista.com/safety/were-doing-more-to-protect-against-wildfires/public-safety-power-shutoff>.

#### **ANNOUNCEMENTS:**

Councilmember English shared that a press release from the governor stated that revenues are up in some categories which might mean there is hope on the horizon.

Councilmember Wood thanked Richard Dance for the touching invocation.

Mayor McEvers requested the appointment of Duncan Menzies to the Arts Commission.

**MOTION:** Motion by Gabriel, seconded by Evans to appoint Duncan Menzies to the Arts Commission.



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

Mayor McEvers announced the Wednesday night “Music in the Park” events at McEuen Park are free to the public from 4:00 p.m. to 9:00 p.m. and “Rain in the Park” on Saturday July 19<sup>th</sup> from 2:00 p.m. to 2:30 p.m.

**CONSENT CALENDAR:**

1. Approval of Council Minutes from the July 1, 2025, Council Meetings
2. Approval of General Services/Public Works Meeting Minutes from July 7, 2025
3. Approval of Bills as Submitted
4. Approval of Financial Report
5. **Resolution No. 25-035** – A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE DESTRUCTION OF A 2016 FORD F150 FIRE VEHICLE; AND APPROVING AMENDMENTS TO THE RECORDS RETENTION MANUAL REGARDING THE DEPARTMENT RECORDS CUSTODIANS.

**MOTION:** Motion by Evans, seconded by Gabriel to approve the Consent Calendar as presented, including **Resolution No. 25-035**.

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

**RESOLUTION NO. 25-033**

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING LEASE AGREEMENT FOR A BUILDING LOCATED AT 414 W. FORT GROUNDS DRIVE, COEUR D’ALENE, IDAHO, WITH THE HUMAN RIGHTS EDUCATION INSTITUTE, INC.

**STAFF REPORT:** City Attorney Randy Adams noted that the historic building at 414 W. Fort Grounds Drive was originally a railroad substation built to support electric trains. The building sits on land donated to the City by the U.S. government for exclusive use as a public park. The land is subject to federal oversight, and any deviation from its designated recreational use could result in reversion to the federal government. Since 2003, the Human Rights Education Institute, Inc. (HREI) has leased the building under terms that allowed rent credits for improvements, with the lease renewable through 2030 at HREI’s discretion. While HREI has continuously occupied the building and made significant improvements early on, recent financial records show limited payments beyond utilities and a \$10,000 roof repair reimbursement in 2025. The City must now decide whether to continue this arrangement under a new lease, considering both the historical use of the property and compliance with federal land use restrictions. The original lease with the HREI did not allow the City to terminate or prevent lease extensions unless HREI defaulted. Despite multiple attempts since 2018 to renegotiate the lease, HREI only signed a new agreement in 2025 after failing to pay rent beyond credited improvements. The new lease, valid through September

2028, introduces clearer terms, such as, a three-year term with rent starting at utilities-only, increasing to \$500/month in year two and \$1,000/month in year three with a potential three-year extension. Unlike the original lease, the new agreement allows the City to terminate for cause, non-appropriation of funds, or if the building is damaged and not repaired. HREI's use of the building as an educational and cultural center remains consistent with federal land use restrictions. The new lease also clarifies maintenance responsibilities, assigning interior upkeep to HREI and exterior maintenance to the City.

**DISCUSSION:** Councilmember Wood thanked Mr. Adams for the in-depth presentation and for Ms. Laster's comments. Councilmember Wood questioned if the last lease expired in 2017 and at that time the monthly rent was being taken off for improvements to the building; however, the monthly lease amount of \$1,012.00 has not been paid for the last seven and a half years. She expressed concern that there is no language in the proposed lease to pay that back. Mr. Adams clarified the current lease expires in 2030 unless the City declared a default. Due to the perceived default, lack of rental payments or proof of capital improvements that gives the City the opportunity to propose a new lease agreement and a payment plan that they could follow. The alternative would be to have an empty building that the City would need to maintain. Councilmember Gabriel inquired if any other users have come forward wanting to lease the building and Mr. Adams stated not to his knowledge.

Councilmember English inquired if the building could be used for a fire or police substation. Mr. Adams explained according to the Bureau of Land Management (BLM) and the Act of Congress Land Patent, it could not be used as a substation. Councilmember Miller questioned if in the prior lease any of the improvements had to be specifically identified as capital improvements. Mr. Adams answered that any improvements made had to be pursuant to what was called a plan of renovation each year which HREI would have to submit to the City for approval and there is no record of approved renovations by the City. City Administrator Troy Tymesen stated the City was not receiving a plan of renovations due to HREI staff changes. Councilmember Gookin stated that the City should not be a landlord. Further noting that rent should be paid and the term of the agreement should only be one year. Councilmember Evans stated that the Council was not provided with the costs of the improvements from 2018 to current date and questioned which expenses should be added. Ms. Laster noted some building security updates and did not have time to pull a report prior to the meeting. Councilmember Miller reiterated that staff should look at the future highest and best use of the building.

**MOTION:** Motion by Miller, seconded by Evans to approve **Resolution No. 25-033** approving a new lease with the Human Rights Education Institute, Inc., (HREI), for the building at 414 W. Fort Grounds Drive and direct staff to take a look at the highest and best use of the building for potential tenants prior to entering into any renegotiations of the lease before it expires in 3 years.

**DISCUSSION:** Councilmember Wood suggested an amendment to the motion that within the next 12 months the City look at the best use for the facility and have further discussions. If there is no other use for it, the lease can continue an additional two-year term. Councilmember English suggested within the next 18 months which would be through the end of the year 2026, and would give time to other non-profits to express interest in the facility. Councilmember Miller expressed concern that it would be a short period of time to move tenants and if staff is working on future

use and potential tenants during the three-year term, it would be a more reasonable period of time. Councilmember Gookin expressed that a one-year term is more reasonable.

**Amendment to Motion:** Motion by Wood to amend the motion to a one-year term. **Motion died due to a lack of a second.**

**DISCUSSION:** Councilmember English proposed an 18-month period. Councilmember Gabriel asked if the three-year term would give HREI time to become a better tenant and give the city time to look at alternative uses for the building. Councilmember Wood questioned if we need the facility for City uses and give HREI time to secure another facility. Discussion ensued regarding educational uses within the facility. Councilmember Miller noted that HREI works with the Police Department for movies in the park and staff will continue to look at the building use in the meantime. Councilmember Gookin noted that the lack of payment would indicate the City should not renew the lease and he is comfortable with a one-year term.

**Amendment to Motion:** Motion by English, seconded by Wood to change to term of the agreement to 18 months, with staff assessing the use and determine the remainder of the terms at that time.

#### **MOTION WITHDRAWN**

**ROLL CALL:** Miller Aye; Evans Aye; Gabriel Aye; Gookin Nay; English Nay; Wood Nay. **Motion Carried with Mayor McEvers voting Aye.**

#### **RESOLUTION NO. 25-036**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CONSENTING TO A SUBLEASE BY THE UNIVERSITY OF IDAHO FOR A PORTION OF THE HARBOR CENTER FACILITY TO THE COEUR D'ALENE TRIBE.

**STAFF REPORT:** City Attorney Randy Adams noted that the University of Idaho (U of I), which has leased Harbor Center from the City since 2002, seeks to sublease the space formerly occupied by Lewis Clark State College (LCSC) until June 30, 2025, to the Coeur d'Alene Tribe for use in providing Tribal government services. The sublease would run from August 1, 2025, to June 30, 2028, with the option for early termination. The Tribe's presence would enhance access to services and support ongoing outreach and research efforts in their aboriginal homeland. The City's consent is required under the Master Lease, which prohibits subleasing without approval. There is no financial impact to the City, and the space is currently unused. Given the longstanding positive relationships between the City, the University, and the Tribe, and the alignment with community interests, Mr. Adams requested Council to consent to the subleasing of the first floor of the south wing of Harbor Center to the Coeur d'Alene Tribe.

**DISCUSSION:** Councilmember Gookin asked Mr. Adams if the Council must consent to the sublease, with Mr. Adams explaining that the original Lease states the Council can't unreasonably reject the sublease, there would have to be a pertinent reason for denial. Councilmember Wood

stated she is sad that LCSC has vacated, as the vision of the education corridor was NIC, LCSC, and U of I, so a student could go start to finish seamlessly. She said to be consistent the Council should look at this lease agreement the same as the lease agreement with HREI and revisit the lease agreement in 2028 to evaluate if the City needs to use the space. Mr. Adams explained the lease expires in 2028 and can be renegotiated prior to that expiration.

**MOTION:** Motion by Evans, seconded by English to approve **Resolution No. 25-036** consenting to a sublease by the University of Idaho for a portion of the Harbor Center facility to the Coeur d'Alene Tribe.

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

### **COUNCIL BILL NO. 25-1013**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING COEUR D'ALENE MUNICIPAL CODE CHAPTER 5.28, ENTITLED "MASSAGE FACILITIES AND SPAS," REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

**STAFF REPORT:** Municipal Services Director Renata McLeod requested Council to approve amendments to Municipal Code Chapter 5.28 regarding Massage Facilities and Spas. The proposed amendments remove outdated and duplicate references, clarify enforcement tools, and align with public safety and business licensing needs. Key updates include requiring facilities to submit copies of therapists' licenses, mandating fire and building inspections for new facilities, and ensuring records are kept in English. A new "Prohibited Conduct" section defines illicit activities, and the City retains the ability to conduct background checks on facility owners. These changes aim to support legitimate businesses while enabling better enforcement against illegal operations. Stakeholders were notified on October 29, 2024, and April 28, 2025, of the proposed Code amendments and no comments were received in return. Two subsequent notifications were sent as substantial amendments were made to the first set of proposed amendments. A review of other City codes revealed that regulatory approaches to massage facilities vary widely across states. Some states lack a state-level professional licensing system and do not permit local enforcement measures such as background checks for facility owners. Other states tried to regulate the illicit use by regular inspections and more scrutiny. While no state has identified a perfect solution, the proposed amendments to the City's code are believed to provide more tools for law enforcement and clarifies expectations, while not being unduly burdensome to legitimate massage facilities.

**DISCUSSION:** Councilmember Gookin questioned the alcohol consumption section about the alcohol not being permitted would this be included for the Coeur d'Alene Resorts Spa, with Ms. McLeod explaining that Section B of the code allows for premises that are licensed by the State of Idaho Liquor Control Board to serve alcohol.

**MOTION:** Motion by Evans, seconded by Gookin to dispense with the rule and read **Council Bill No. 25-1013** once by title only.

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

**MOTION:** Motion by Evans, seconded by Miller to adopt **Council Bill No. 25-1013**.

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

### **RESOLUTION NO. 25-037**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND AMENDING CERTAIN CITY FEES FOR SERVICES PURSUANT TO IDAHO CODE §§ 63-1311 AND 63-1311A.

**STAFF REPORT:** Municipal Services Director Renata McLeod requested Council to approve proposed fee amendments from several departments, including Building, Finance, Fire, Library, Municipal Services, Parks and Recreation, Police, and Water. While some changes involve fee increases over 5% and must be approved by a Resolution and require a Public Hearing under Idaho Code § 63-1311A, the other fees are minor clarifications or deletions. All proposed changes are intended to align fees with the actual cost of services, as required by state law.

The Building Department proposes several updates, including increased hourly rates to reflect staff wages and overhead, new fees for temporary certificates of occupancy, and adjustments to permit fees for manufactured homes, mechanical work, and moving structures. These changes aim to improve cost recovery and reflect current practices, with comparisons made to neighboring cities like Post Falls and Hayden. The Finance Department is requesting an annual 5% increase in street lighting through 2026 and increases to the garbage/solid waste collection rates to keep them in line with increased costs. The Fire Department is requesting inspection fees, which previously had no set general inspection fee, nor did they have a fee for daycare inspections to cover increasing state-mandated inspection demands. The Library is raising its janitorial fee to better reflect actual service costs. The Municipal Services Department is proposing a 5% increase in various license-related fees to offset rising expenses such as staffing and printing. These adjustments aim to ensure fees remain reasonable while supporting the City's operational costs. A separate review of special event fees is ongoing and will be brought forward independently. The Parks and Recreation Department is proposing fee increases due to the introduction of a premium artistic niche wall at the cemetery, called Millstone Niches, and rising staff costs related to overtime burials and part-time recreation program staffing. The Police Department is proposing fee increases for off-duty security and traffic control services to reflect updated overtime rates by rank, excluding employee-related expenses. The Water Department recommends modest fee increases (mostly under 5%) based on a recent fee study, including adjustments to service call fees, delinquent utility charges, and penalties for unauthorized operation of water infrastructure. These changes aim to better align fees with actual service costs and operational demands.

**DISCUSSION:** Councilmember Miller questioned the need for new fees for change of occupancy and temporary certificate of occupancy (TCO) with Building Official Ted Lantzy explaining that when a building changes use (e.g., from office to retail) without structural changes, it still requires a permit review. This review involves evaluating if the new occupancy type fits the building's existing conditions. Multiple departments are involved in the review process, increasing staff time. Issuing a TCO also consumes additional staff resources, including more front counter time and reinspection's. TCO's are tiered residential projects and involve few staff versus commercial projects requiring input from more departments. Councilmember Miller asked about the special event fees for City events and private events. Ms. McLeod explained that in 2015 the off-duty police program was approved, and is a program which allows private event organizers (e.g., retail stores on Black Friday, celebrity events, golf tournaments) to hire off-duty police officers directly for security. These officers maintain full police powers and may use City equipment (e.g., vehicles). The service is not part of the City's special events permitting process; it is arranged directly through the Police Department under a separate contract. The rate charged covers officer wages, equipment, and associated costs. Due to rising base wages, the City is proposing a fee increase for these services. Councilmember Miller asked for clarification regarding the Fire general inspection fee with Deputy Fire Chief Jeff Sells explaining that it is a general inspection fee being considered to address currently unbilled fire department activities that ensure compliance for hazardous material and safety that fall outside existing fee structures. Councilmember Wood commended the Parks Director Bill Greenwood on the positive revenue for the Jewett House. Mr. Greenwood stated recognition goes to Recreation Superintendent Adam Rouse for leading the effort and successfully managing the venue.

**PUBLIC TESTIMONY:** Mayor McEvers opened the public testimony portion of the meeting. Hearing no comments, Mayor McEvers closed public comments.

**MOTION:** Motion by Wood, seconded by Gabriel to approve **Resolution No. 25-037**, amending City fees for services as proposed by the Building, Finance, Fire, Library, Municipal Services, Parks and Recreation, Police, and Water Departments.

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

**RECESS:** Motion by Gookin, seconded by English to recess to July 21, 2025, at 12:00 noon in the Library Community Room, located at 702 E. Front Avenue, for a Council Workshop to discuss Fiscal Year 2025/2026 Budget.

The meeting ended at 8:00 p.m.

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Woody McEvers, Mayor

ATTEST:

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Kelley Setters, Deputy City Clerk

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

July 21, 2025

The Mayor and Council of the City of Coeur d' Alene met in a continued session of said Council at the Coeur d' Alene City Library Community Room on July 21, 2025, at 12:00 noon, there being present the following members:

Woody McEvers, Mayor

Kenny Gabriel	)	Members of Council Present
Christie Wood	)	
Dan Gookin	)	
Dan English	)	
Amy Evans	)	
Kiki Miller	)	

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

**CALL TO ORDER:** Mayor McEvers called the meeting to order and noted that the purpose of the meeting was to present the preliminary budget for fiscal year 2025-2026 and to give the Council an opportunity to ask questions.

**FISCAL YEAR 25-26 BUDGET:** City Finance Director Katie Ebner noted that she is providing the budget outline including current revenue and expenditure projections for the General Fund, identify areas of concern, and discuss potential options for aligning the budget moving forward. She noted that she is seeking input from Council to be able to complete a budget that will be supported by Council, while working toward reducing deficit spending. Highlights of her presentation included a review of the general fund changes from last year to this year's proposed budget, noting a request for 4% in property tax revenue (3% allowed by state and 1% from foregone) for a total general fund budget request of \$59,004,637.00. She noted that interest earnings have been good; however, not something that can be assured of in the future. Ms. Ebner provided an explanation of the levy rate and its effect on the possible new growth amounts. She reviewed the interfund transfers noting it would be \$393,928 less for Fiscal Year 2026 as no transfer of impact fees will be budgeted at this time, as qualifying projects are planned. Regarding General Fund expenditures, Ms. Ebner noted they are proposed to be less due to the completion of the Police Department expansion capital project, which reduced the budget substantially. Ms. Ebner noted that the largest growing category is wages/benefits. The proposed budget includes the requested addition of one building department Permit Technician to assist in meeting the

requirements imposed by I.C. 39-4118 and three custodial staff instead of contracted services. Ms. Ebner reviewed the property tax scenarios based on 1% versus 4%, demonstrating a difference between residential and commercial properties. She reviewed the challenges to city finances, noting that growth is not generating substantial new revenue, rather the levy rate dictates that only \$185,000 is expected from new growth revenue next year. Additionally, recent legislation limits the revenue from urban renewal areas to only 80%. Even with the maximum allowable property taxes, the City is projected to be at a budget deficit. She provided a review of growth versus growth revenue for the past 10 years, demonstrating the substantial downward trend. Ms. Ebner recommended that Council approve the 4% property tax increase, keep wages conservative, and evaluate strategic positions to capture savings without impacting core services. She explained that ongoing expenditures versus revenues require \$2,503,638 to be deducted from the General Fund balance, also noting that employee contract negotiations have not been finalized.

Ms. Ebner explained the City's urban renewal areas and their impact on property tax revenue. She explained the closure process/timing and the impact it would have on the budget, specifically related to the Health Corridor District, which would result in 257,623 in ongoing revenues as well as a one-time payout of \$310,560.00.

**DISCUSSION:** Councilmember Wood requested the ongoing fees and penalties from the County to be added at \$75,000.00 a year. Ms. Ebner noted that she tries to budget conservatively for some of the smaller accounts and focuses on the larger accounts. Councilmember Wood clarified that they are seeking all revenue sources to avoid unnecessary cuts. Councilmember Wood asked about interfund transfer and a potential easement fee to the utilities for general fund property use and asked for Council to have a future discussion on that topic. Councilmember Gookin asked for clarification regarding the health insurance costs. Ms. Tosi explained the difference in coverages and opting out of the city's plan and VEBA expenses. Councilmember Wood asked for clarification regarding the Fire Department constant manning, with Chief Grief explaining the minimum staffing is based on a negotiated agreement. If someone calls in sick or injured, they are required to call someone in and noted that they have three current vacancies. The manning model is based on a safety standard of three per truck and ambulances with a minimum of two, and overtime is paid if someone is called in to meet those levels. Councilmember Gookin expressed concern regarding the amount of overtime needed to meet the manning requirements and asked when it would be the right time to hire more staff. Chief Grief noted it would depend on the number of injuries and sick leave, so it is a gamble. He does have predictable upcoming retirements and would look to bring people in early to get them to the academy, as it is approximately 4 months before they complete the necessary training to hit the ground running. Councilmember Gookin would like to get off the cycle of seeking G.O. Bonds and would like a line item to phase in the purchases. Chief Grief noted that they have looked at phasing in the purchases and they would have to allocate approximately \$900,000 a year to pay for a fire engine ladder. He felt it would be a challenge to put that kind of money in the budget while the City is looking to reduce the budget already. Councilmember Gabriel clarified that the increase in overlay is to just maintain the roads, not fix the deficiencies. He asked about upcoming Building Inspector retirements, with Building Official Ted Lantzy noting that it will take several months to train an inspector, depending upon their experience and it has been a really hard position to fill. Councilmember Wood noted that she sent out an email with a lot of questions and asked each department to provide options for cutting 1% of their budgets as a way for the Council to have a good conversation regarding the



budget. Ms. Ebner stated that she is collecting that information from departments and will send the response to the Council. Councilmember Gookin suggested asking other cities what they are going to be asking for as far as percentage of property tax requests to demonstrate to the public that we are in concert with our peers. He also asked about offering a retirement incentive, with Mr. Tymesen noting that there has been no projected cost savings when they look at that option. Mr. Tymesen noted that in two weeks, Ms. Ebner will present the highwater mark resolution, noting that new growth numbers have not been provided yet, and the City is still looking at medical. He noted that departments work hard to be efficient and bring in reasonable budget requests. He noted that three quarters of the General Fund consists of expenses related to employees and the City needs to finalize employee contract negotiations. The Council requested another workshop prior to the final budget public hearing.

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

The meeting adjourned at 1:35 p.m.

---

Woody McEvers, Mayor

ATTEST:

---

Renata McLeod  
City Clerk

## **CITY COUNCIL STAFF REPORT**

**DATE:** August 5, 2025  
**FROM:** Dennis Grant, Engineering Project Manager  
**SUBJECT:** **SS-24-03, Pinewood Addition: Final Plat Approval**

---

### **DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) lot Residential subdivision.

### **HISTORY**

- a. Applicant: Anna Drumheller, Entitlements Manager  
Blue Fern Management  
18300 Redmond Way Suite 120  
Redmond, WA 98052
- b. Owner: Jennifer Reiner, VP – Land at D R Horton  
Lexington Homes – DRH LLC  
1050 N Argonne Road, Suite 200  
City of Spokane Valley, WA 99212
- c. Location: 1750 N. Pinewood Court (East of NW Blvd between Davidson Ave & Emma Ave)
- d. Previous Action:
  1. Preliminary plat approval, July 24, 2024

### **FINANCIAL ANALYSIS**

There are no financial issues with this development.

### **PERFORMANCE ANALYSIS**

This residential development is a re-plat of a portion of Lots 14, 15 & 16 of the East Lacrosse plat located in Coeur d'Alene. This subdivision created one (1) lot. The conditions will be taken care of at the building permit stage; therefore, the document is ready for approval and recordation.

### **DECISION POINT RECOMMENDATION**

City Council approval of the final plat document



PINEWOOD ADDITION

A REPLAT OF A PORTION OF LOTS 14, 15 AND 16, EAST LACROSSE (BOOK B OF PLATS, PAGE 119)  
WITHIN GOVERNMENT LOT 15 (NE 1/4 OF THE SW 1/4),  
SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT LEXINGTON HOMES-DRH LLC, HAS CAUSED TO BE PLATTED INTO LOTS THE LAND SHOWN HEREON TO BE KNOWN AS PINEWOOD ADDITION, SAID LAND BEING THAT PARCEL DESCRIBED IN INSTRUMENT NO. 2992811000 ALSO DESCRIBED AS FOLLOWS:

A REPLAT OF A PORTION OF LOTS 14, 15 AND 16, BLOCK 15, EAST LACROSSE ADDITION TO COEUR D' ALENE ACCORDING TO THE PLAT RECORDED IN BOOK "B" OF PLATS AT PAGE 119, RECORDS OF KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID EAST 50.00 FEET OF LOT 14;  
THENCE S01°13'55"W ALONG THE WEST LINE OF SAID EAST 50.00 FEET, A DISTANCE OF 5.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EMMA AVENUE AS DESCRIBED IN THAT PARTICULAR GRANT DEED RECORDED AT INSTRUMENT 1190170, RECORDS OF KOOTENAI COUTY, IDAHO;  
THENCE S88°51'25"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET TO THE NORTHEAST CORNER OF THAT PARTICULAR PARCEL DESCRIBED QUIT CLAIM DEED RECORDED AT INSTRUMENT 2692839000, RECORDS OF KOOTENAI COUNTY, IDAHO, SAID NORTHEAST CORNER ALSO BEING THE POINT OF BEGINNING;  
THENCE CONTINUING S88°51'25"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 261.83 FEET;  
THENCE S01°27'34"W, A DISTANCE OF 105.16 FEET;  
THENCE S88°32'26"E, A DISTANCE OF 1.00 FEET;  
THENCE S01°27'34"W, A DISTANCE OF 95.30 FEET;  
THENCE N88°52'04"W, A DISTANCE OF 1.00 FEET;  
THENCE S01°27'34"W, A DISTANCE OF 81.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF DAVIDSON AVENUE DESCRIBED IN SAID GRANT DEED RECORDED AT INSTRUMENT 1190170;  
THENCE N88°50'45"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 260.71 FEET TO THE EAST LINE OF SAID PARTICULAR PARCEL DESCRIBED QUIT CLAIM DEED RECORDED AT INSTRUMENT 2692839000;  
THENCE N01°13'55"E ALONG SAID EAST LINE, A DISTANCE OF 282.04 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE SOUTHWEST QUARTER OF SECTION 11, T50N, R4W, B.M., CITY OF COEUR D'ALENE, COUNTY OF KOOTENAI, STATE OF IDAHO.

SANITARY SEWER EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY OF COEUR D'ALENE, AND TO THE PUBLIC FOR THE PURPOSE OF SANITARY SEWER DISPOSAL AND MAINTENANCE OF SANITARY SEWER LINES AND STRUCTURES.

A SIDEWALK EASEMENT, AS SHOWN HEREON, IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE FOR THE USE BY THE PUBLIC.

WATER AND SANITARY SEWER SERVICE PROVIDED BY THE CITY OF COEUR D'ALENE.

Jennifer Reiner  
LEXINGTON HOMES-DRH LLC

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
COUNTY OF SPOKANE ) ss.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON July 8, 2025 BY JENNIFER REINER, AS VP-LAND OF LEXINGTON HOMES-DRH LLC.

Crystal Walker  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
MY APPOINTMENT EXPIRES: 02/15/2027



PANHANDLE HEALTH DISTRICT

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

DATED THIS 10<sup>th</sup> DAY OF July, 2025.

Pat C. All  
PANHANDLE HEALTH DISTRICT OFFICIAL

CITY ENGINEER

I HEREBY ATTEST THAT THE CITY OF COEUR D'ALENE REQUIREMENTS FOR PUBLIC UTILITIES AND ROADWAYS HAVE BEEN MET ON THIS 5<sup>th</sup> DAY OF August, 2025.

Christy W. Bader  
ENGINEER, CITY OF COEUR D'ALENE PE # 10804

CITY COUNCIL

THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CITY CLERK

COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE HAVE BEEN PAID THROUGH 12/31/24 THIS 10 DAY OF July, 2025.

Att. Kustulick  
KOOTENAI COUNTY TREASURER Deputy Treasurer

RECORDERS CERTIFICATE

THIS SURVEY WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO AT THE REQUEST OF STORHAUG ENGINEERING ON BEHALF OF LEXINGTON HOMES-DRH LLC  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT  
M AND DULY RECORDED IN BOOK \_\_\_\_ OF PLATS, PAGES \_\_\_\_.  
INSTRUMENT \_\_\_\_\_, FEE \_\_\_\_\_

DEPUTY CLERK ON BEHALF OF  
JENNIFER LOCKE, COUNTY CLERK

KOOTENAI COUNTY SURVEYOR

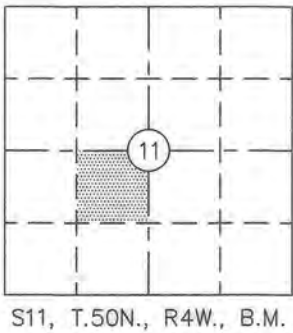
EXAMINED AND APPROVED, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

I, TROY A. CARLSON, PLS 15434, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS AT THE REQUEST OF LEXINGTON HOMES-DRH LLC.



storhäug  
civil engineering planning  
landscape architecture surveying  
510 east third avenue | spokane, wa | 99202  
p 509.242.1000

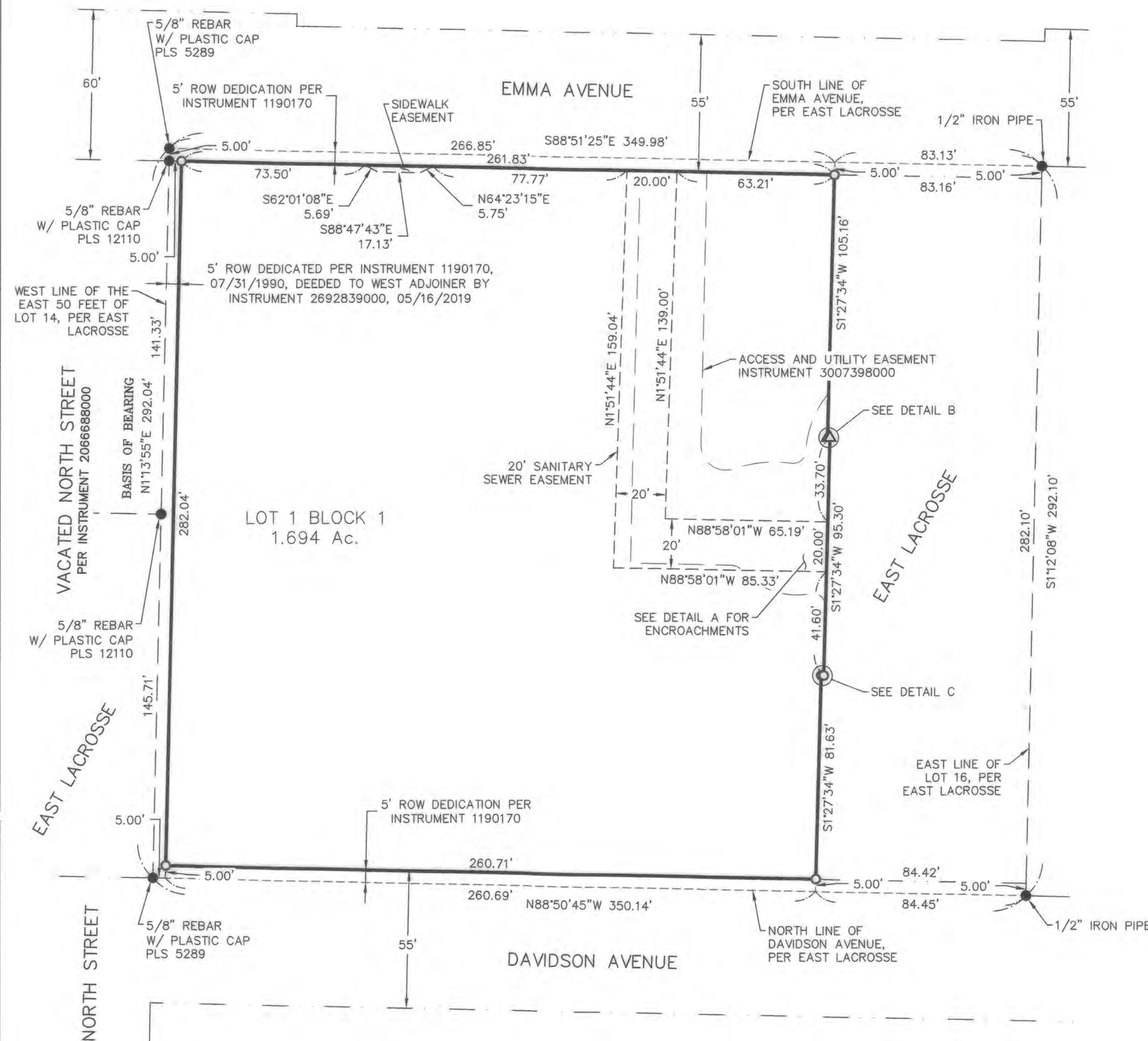
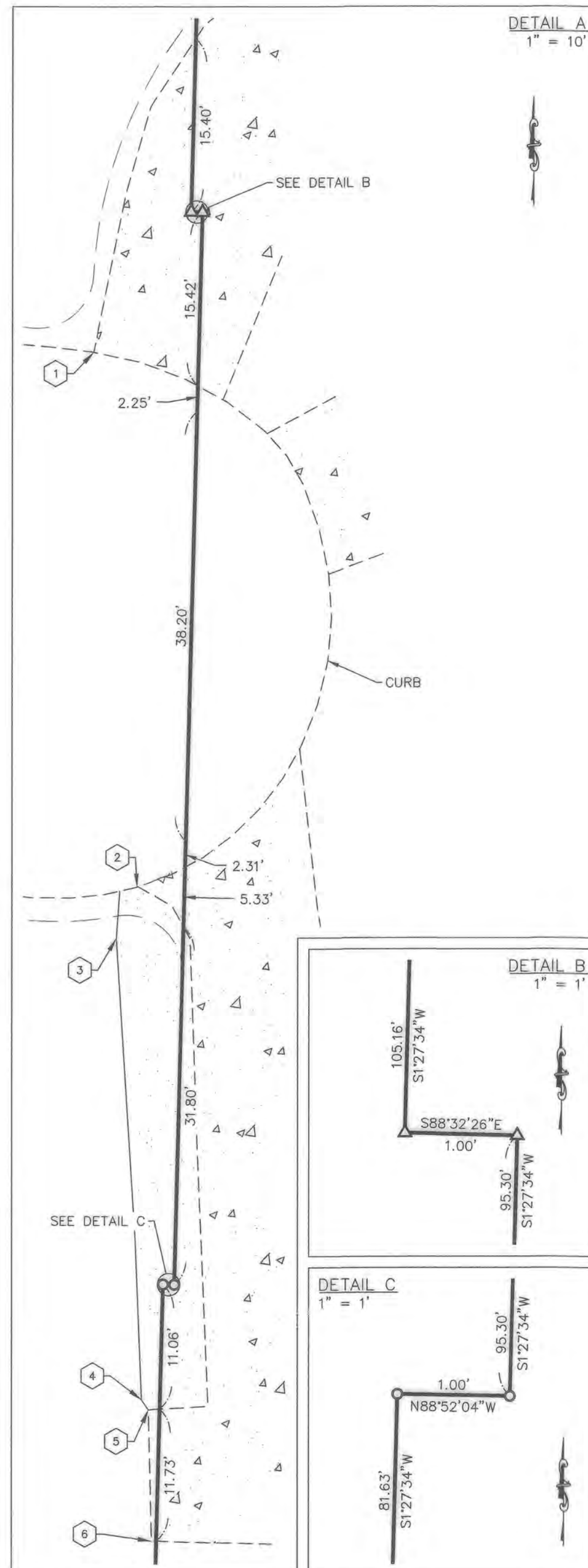
DATE 06/30/2025	SCALE NA
FIELD BOOK 24-043	DRAWN JRB
PROJECT NUMBER 24-043	DRAWING NO. 1 OF 2



# PINEWOOD ADDITION

A REPLAT OF A PORTION OF LOTS 14, 15 AND 16, EAST LACROSSE (BOOK B OF PLATS, PAGE 119)  
WITHIN GOVERNMENT LOT 15 (NE 1/4 OF THE SW 1/4),  
SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK \_\_\_\_\_ OF PLATS, PAGE \_\_\_\_\_  
INSTRUMENT \_\_\_\_\_



LEGEND	
●	FOUND MONUMENT AS NOTED
○	FOUND 5/8"x24" REBAR W/ PLASTIC CAP, PLS 15434 PER R8
△	FOUND MAG NAIL W/ WASHER, PLS 15434 PER R8
#	SEE NOTE #
—	SUBJECT PARCEL BOUNDARY
- - -	EXISTING PROPERTY LINE
- - -	RIGHT-OF-WAY LINE
- - -	TIE LINE
- - -	EASEMENT LINE
- - -	EXISTING EASEMENT LINE
▒	CONCRETE
░	GRAVEL

## SURVEY REFERENCES:

- R1 EAST LACROSSE, BOOK B OF PLATS, PAGE 119  
R2 RECORD OF SURVEY, BOOK 9 OF SURVEYS, PAGE 189  
R3 RECORD OF SURVEY, BOOK 13 OF SURVEYS, PAGE 46  
R4 RECORD OF SURVEY, BOOK 20 OF SURVEYS, PAGE 141  
R5 RECORD OF SURVEY, BOOK 24 OF SURVEYS, PAGE 83  
R6 RECORD OF SURVEY, BOOK 24 OF SURVEYS, PAGE 172  
R7 RECORD OF SURVEY, BOOK 32 OF SURVEYS, PAGE 679  
R8 RECORD OF SURVEY, BOOK 32 OF SURVEYS, PAGE 915

## BASIS OF BEARING:

A BEARING OF N01°13'55"E WAS ASSUMED ALONG THE WEST LINE OF THE EAST 50 FEET OF LOT 14, BLOCK 15 OF EAST LACROSSE, AS SHOWN HEREON.

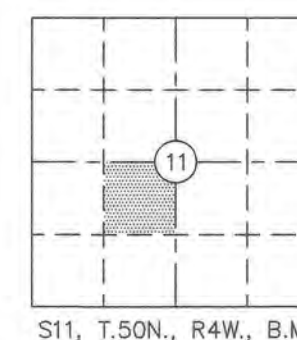
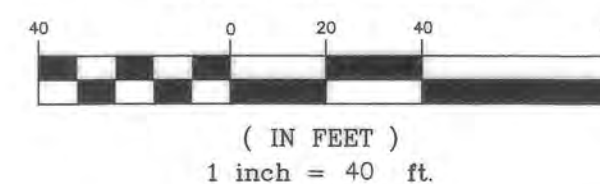
## SURVEYOR'S NARRATIVE:

THIS SURVEY RETRACED THE BOUNDARY OF THE PARCEL SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 32 OF SURVEYS, PAGE 915. THE FOUND MONUMENTS WERE HELD AND NO ANOMALOUS ITEMS WERE NOTED DURING THE FIELD SURVEY.

## NOTES:

- 1) CONCRETE IS 9.3' WEST OF PROPERTY LINE
- 2) CONCRETE IS 4.2' WEST OF PROPERTY LINE
- 3) GRAVEL IS 5.9' WEST OF PROPERTY LINE
- 4) GRAVEL IS 1.6' WEST OF PROPERTY LINE
- 5) CONCRETE IS 1.0' WEST OF PROPERTY LINE
- 6) CONCRETE IS 0.4' WEST OF PROPERTY LINE

## GRAPHIC SCALE



**storhäug**

civil engineering planning  
landscape architecture surveying

510 east third avenue | spokane, wa | 99202  
p 509.242.1000

DATE 06/30/2025	SCALE 1" = 40'
FIELD BOOK 24-043	DRAWN JRB
PROJECT NUMBER 24-043	DRAWING NO. 2 OF 2



OTHER BUSINESS



## City Council Update \$16.4M 10-Year GO Fire Bond

Michael Keith

Vice President | **Public Finance Relationship Manager**

1



## Market Trends & Outlook

2

## Market Update (As of July 24, 2025)

### 10 Year Treasury and AAA MMD



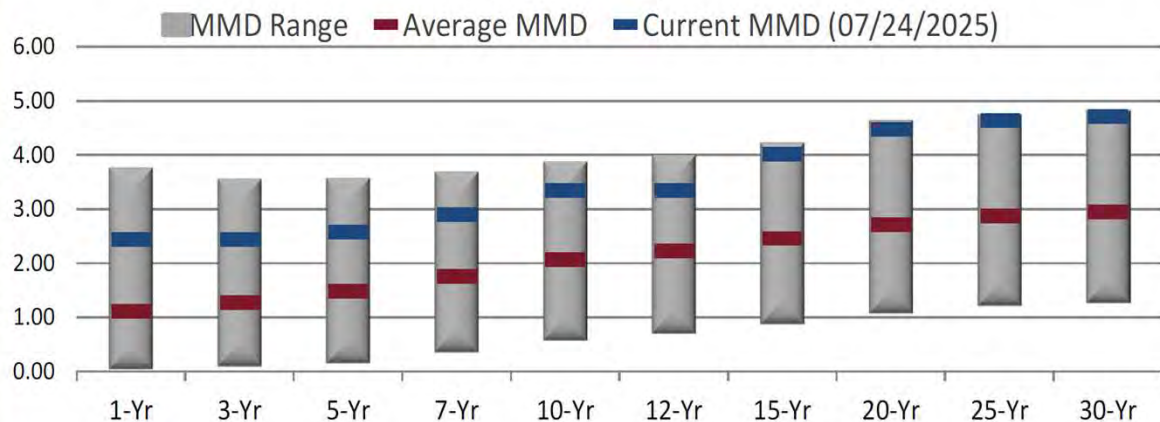
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3

## Market Update (As of July 24, 2025)

### Daily AAA MMD Interest Rates

(2012 - Present)



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## Federal Reserve Policy (As of July 30, 2025)

**Rates held** at 4.25%–4.50% (expected)

**“Wait-and-see” approach** due to moderating growth, but persistent inflation

**Future cuts?** Majority of Fed officials cautious

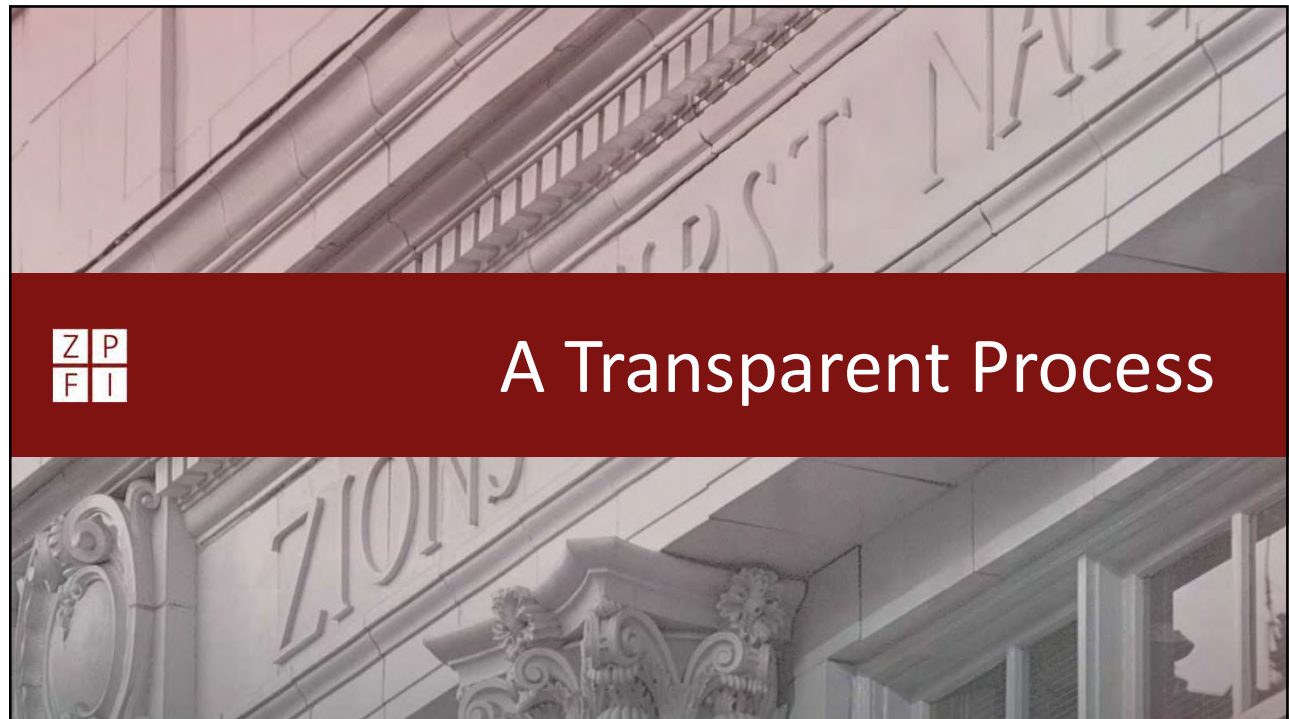
**Current concerns:**


- Sticky inflation
- Rising unemployment risks
- Trade policy uncertainty



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5





# A Transparent Process

6



## From A Community Survey



By **BILL BULEY**  
Staff Writer | February 15, 2025 1:07 AM

The public will support a general obligation bond for the Coeur d'Alene Fire Department, according to the results of a recent survey.

Of 1,637 respondents, nearly 80% said they would support a bond measure to pay for remodeling a fire station, improving others and replacing aging fire trucks.

When asked if they would support the improvements through an increase in property taxes, about 60% said yes. About 70% said an annual tax impact of \$17 per \$100,000 of property value was "acceptable" for an investment in EMS and fire services.

**The anticipated annual tax impact to fund the department's needs is approximately \$17 per \$100,000 in property value. Would you find that an acceptable tax impact for investment in our EMS and fire services?**

- 1,637 respondents
- 80% support remodeling & replacement
- 60% support a tax impact of \$17 per \$100,000 of taxable value

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7

## To Election Communication

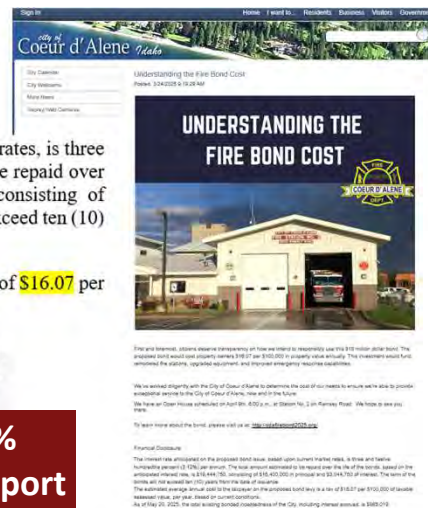
The interest rate anticipated on the proposed bond issue, based upon current market rates, is three and twelve hundredths percent (3.12%) per annum. The total amount estimated to be repaid over the life of the bonds, based on the anticipated interest rate, is \$19,444,750, consisting of \$16,400,000 in principal and \$3,044,750 of interest. The term of the bonds will not exceed ten (10) years from the date of issuance.

The estimated average annual cost to the taxpayer on the proposed bond levy is a tax of \$16.07 per \$100,000 of taxable assessed value, per year, based on current conditions.

### EDITORIAL: A resounding vote of confidence

| May 23, 2025 1:00 AM

**74.87%**  
voter support



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8

## Tax Impact Tracking

	1/3/2025	2/24/2025	6/9/2025	7/28/2025
Interest Rate	3.21%	3.12%	3.36%	3.32%
Amount	\$16,400,000	<b>\$16,400,000</b>	\$16,400,000	<b>\$16,400,000</b>
Estimated Interest Cost	\$3,135,250	<b>\$3,044,750</b>	\$3,259,744	<b>\$3,221,128</b>
Total	\$19,535,250	<b>\$19,444,750</b>	\$19,659,744	<b>\$19,621,128</b>
Average Annual Payment (10 years)	\$1,953,525	<b>\$1,944,475</b>	\$1,965,974	<b>\$1,962,113</b>
<b>Taxable Market Value (includes URA)</b>	<b>\$12,102,502,235</b>			
Tax Impact (Per \$100,000 of Taxable Value)	\$16.14	<b>\$16.07</b>	\$16.24	<b>\$16.21</b>

*Within the \$17 per \$100,000 tax increase supported by most survey respondents.*

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9



## Pricing Process & Schedule

10

# Pre-Pricing

Pre-pricing discussion provides an opportunity for the City and the Municipal Advisor to review economic data with the Underwriter to ensure pricing goals are being met. It also provides an opportunity to determine if market conditions are suitable for pricing bonds.



## Market data: Interest rate trends & economic data

- Key economic releases prior to pricing
  - FOMC Meetings
  - Consumer Price Index
- Supply demand dynamics
  - Underwriter feedback from investors
  - Municipal Bond Fund Flows
- Global financial and political trends



## Pricing Goals:

- Bond resolution parameters, review
- Tax rate and bond debt service structure
- Long-range planning goals
- Proceeds target



## Comparable Transactions:

*(Spread comparisons to Municipal Market Data MMD)*

- Other Idaho Bond Sales
- Other national deals with similar credit characteristics

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11

# Day of Sale

Check-in Call Market Review

01

Order Period for the Bonds  
(Usually 90 minutes)

02

Final Review of Pricing  
Discussion with underwriter regarding final  
interest rate proposal.

03

Verbal Award  
Call with financing team to verbally accept  
pricing (Lock interest rates)

04

Signing of Terms Certificate and  
Bond Purchase Agreement

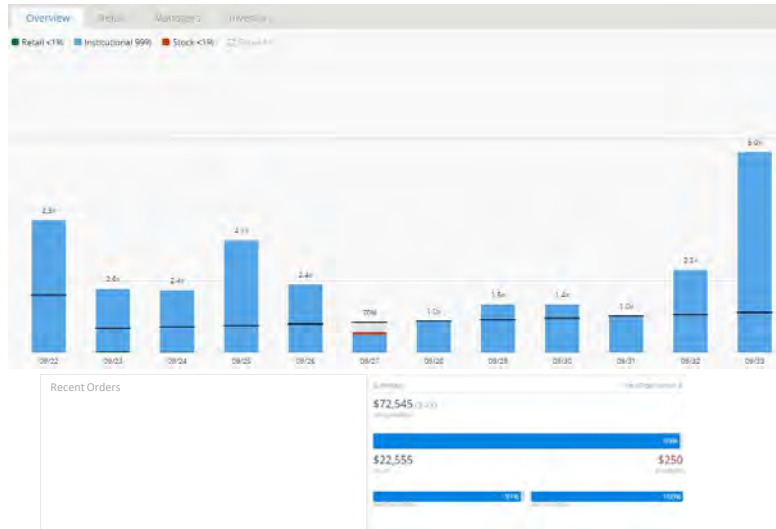
05



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12

# GameDay



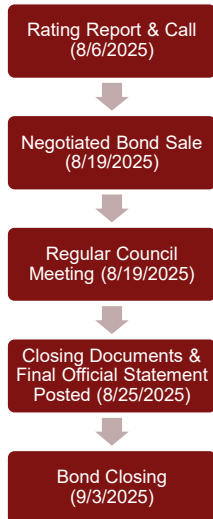
## GameDay Benefits for Issuers (At a Glance)

- **Real-Time Transparency:** Live view of investor demand during pricing.
- **Improved Pricing Confidence:** Better insight into order flow and investor interest to help optimize borrowing costs.
- **Enhanced Communications:** GameDay facilitates direct and timely communication between the issuer, underwriters, and advisors.
- **Stronger Oversight:** Digital audit trail supports compliance and accountability.
- **Greater Control:** Issuers can be more actively involved in the pricing process.

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13

# Remaining Schedule & Next Steps



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14





Thank you  
Any questions?

ZIONS BANCORPORATION | ZIONS PUBLIC FINANCE  
800 W Main Street, Suite 700 Boise, ID 83706

 Michael Keith  
 [michael.keith@zionsbancorp.com](mailto:michael.keith@zionsbancorp.com)  
 (208) 501-7533  
 [www.zionspf.com](http://www.zionspf.com)

15



16

**CITY OF COEUR D'ALENE, IDAHO**  
**BOND ORDINANCE NO. \_\_\_\_\_**  
**COUNCIL BILL NO. 25-1015**

Ordinance Authorizing the Issuance and Providing for the Sale of General Obligation Bonds, Series 2025 of the City of Coeur d'Alene, Idaho, Authorizing the Manner of Sale of the Bonds, Delegating Authority to Approve the Terms, Provisions and Sale of the Bonds, and Providing for Related Matters.

Adopted August 5, 2025

## TABLE OF CONTENTS

	Page
ARTICLE 1. DEFINITIONS.....	2
101. Definitions.....	2
102. Authority for Ordinance.....	5
ARTICLE 2. AUTHORIZATION, TERMS AND ISSUANCE OF BONDS.....	5
201. Authorization of Bonds, Principal Amount, Designation and Series .....	5
202. Purposes .....	5
203. Issue Date.....	5
204. Accrual of Interest.....	5
205. Denominations and Numbers.....	5
206. Paying Agent and Bond Registrar.....	5
207. Redemption .....	6
208. Authorization of Actions Preliminary to Sale of Bonds .....	7
209. Sale of Bonds and Related Documents; Delegation Authority.....	8
210. Execution of Bonds.....	8
211. Establishment of Accounts and Funds.....	10
212. Delivery of Bonds; Application of Proceeds of Bonds.....	10
213. Costs of Issuance Fund .....	11
214. Defeasance .....	11
215. Further Authority .....	13
ARTICLE 3. TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR .....	13
301. Transfer of Bonds .....	13
302. Exchange of Bonds .....	14
303. Bond Registration Books .....	14
304. List of Bondholders.....	14
305. Duties of Bond Registrar .....	14
ARTICLE 4. BOOK-ENTRY SYSTEM; LIMITED OBLIGATION OF CITY; REPRESENTATIONS LETTER.....	15
401. Book-Entry Systems, Limited Obligation .....	15
402. Representations Letter .....	16
403. Transfers Outside Book-Entry System .....	16
404. Payments to Cede & Co.....	16
ARTICLE 5. COVENANTS AND UNDERTAKING.....	17
501. Levy of Taxes; Pledge of Tax Receipts .....	17
502. Tax Receipts to Constitute Special Revenues.....	17
503. Bonds in Registered Form .....	17

504.	Arbitrage Covenant; Covenant to Maintain Tax Exemption .....	18
505.	Investment of Funds.....	19
506.	No Waiver of Limitation Provisions.....	19
ARTICLE 6. FORM OF BONDS.....		19
601.	Form of Bonds .....	19
ARTICLE 7. MISCELLANEOUS .....		19
701.	Ratification.....	19
702.	Severability .....	20
703.	Conflict .....	20
704.	Captions .....	20

#### Exhibits

Exhibit A - Form of Bonds  
Exhibit B - Form of Delegation Certificate  
Exhibit C - Form of Information Reporting Agreement  
Exhibit D - Form of Notice of Sale



## ORDINANCE

Ordinance Authorizing the Issuance and Providing for the Sale of General Obligation Bonds, Series 2025 of the City of Coeur d'Alene, Idaho, Authorizing the Manner of Sale of the Bonds, Delegating Authority to Approve the Terms, Provisions and Sale of the Bonds, and Providing for Related Matters.

\*\*\*      \*\*\*      \*\*\*

WHEREAS, City of Coeur d'Alene, Idaho (the "City"), duly called and held an election on May 20, 2025 (the "Bond Election"), at which there was submitted to the qualified electors of the City the following proposition:

Shall the City of Coeur d'Alene, Idaho (the "City") be authorized to issue and sell general obligation bonds in the principal amount of up to \$16,400,000 for the purpose of financing the costs of (i) purchasing and acquiring fire protection apparatuses and equipment and (ii) demolishing, rebuilding, renovating, expanding and improving existing fire stations throughout the City, together with all necessary appurtenant facilities and equipment; the final installment of such bonds to fall due not later than ten (10) years from the date of issuance, all as provided in the Bond Election Ordinance No. 3750 adopted by the Council of the City on March 4, 2025.

WHEREAS, more than two-thirds of the votes cast at the Bond Election were cast in favor of said propositions at the Bond Election as certified by the Commissioners of Kootenai County, Idaho, on May 29, 2025, and the issuance of the aggregate principal of not to exceed \$16,400,000 general obligation bonds of the City was authorized at the Bond Election for the purpose set forth in said proposition and to pay the costs of issuance thereof;

WHEREAS, the City Council of the City (the "City Council") desires to authorize the issuance and provide for the sale of its General Obligation Bonds, Series 2025 (the "Bonds") in accordance with Sections 50-1019 and 50-1026, Idaho Code, and chapter 2, Title 57, Idaho Code, as amended (the "Act"), and, pursuant to Section 57-235, Idaho Code, delegate authority in accordance with the specific instructions and procedures set forth herein, for determination and approval of certain final terms and provisions of the Bonds and other matters;

WHEREAS, the City Council desires to sell the Bonds pursuant to negotiated sale and to appoint Piper Sandler & Co. as the City's underwriter (the "Underwriter");

WHEREAS, in connection with the proposed issuance and sale by the City of the Bonds, the City desires to authorize Hawley Troxell Ennis & Hawley LLP ("Bond Counsel") in the preparation of documentation for the sale and issuance thereof;

WHEREAS, Section 57-232, Idaho Code, provides that the City Council may provide for the sale of bonds pursuant to private sale by means of a contract with the Underwriter;

WHEREAS, the City desires to authorize the officials of the City to assist in the preparation and completion of the preliminary official statement related to the offering of the Bonds (the “POS”) and authorize the City Administrator of the City to deem final the POS in the form presented to the City Council or at such time the POS is final, provided the POS is made available to the City Council for review, and to authorize the use of the POS in connection with the offering of the Bonds and the submission of the POS to rating agencies for purposes of obtaining a rating for the Bonds.

BE IT ORDAINED by the City Council of City of Coeur d’Alene as follows:

#### ARTICLE 1. DEFINITIONS

101. Definitions. As used in this Ordinance, unless the context shall otherwise require, the following terms shall have the following meanings:

“Act” means Section 50-1019 and chapter 2 of Title 57, Idaho Code, as amended.

“Bond Counsel” means Hawley Troxell Ennis & Hawley LLP, or another attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States.

“Bond Election” means the Special General Obligation Bond Election held in the City on May 20, 2025, at which the issuance and sale by the City of up to \$16,400,000 general obligation bonds was authorized for the costs of acquiring the Project.

“Bond Fund” means the Bond Fund established in Section 211 hereof.

“Bondholder” means the registered owner of any Bond as shown in the registration books of the City kept by the Bond Registrar for such purpose.

“Bond Purchase Contract” means the Bond Purchase Contract between the Underwriter and the City for the purchase and sale of the Bonds, dated the date of the sale thereof.

“Bond Registrar” means each Person appointed by the City as bond registrar and agent for the transfer, exchange and authentication of the Bonds. Pursuant to Section 206 hereof, the initial Bond Registrar is Zions Bancorporation, National Association.

“Bonds” means the City’s General Obligation Bonds, Series 2025, authorized by this Ordinance in the principal amount determined pursuant to Section 209 hereof and in the form attached hereto as **Exhibit A**.

“Cede & Co.” means Cede & Co., as nominee of DTC, and any successor nominee of DTC appointed with respect to the Bonds pursuant to Section 401 hereof.

“City” means the City of Coeur d’Alene, Kootenai County, Idaho.

“City Administrator” means the chief administrative officer of the City.

“City Council” means the City Council of the City.

“Code” means the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the Regulations promulgated thereunder.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Delegated Officers” means the Mayor, the City Administrator, and Treasurer of the City, acting jointly or severally. References to a “Delegated Officer” shall mean any one of such officers.

“Delegation Certificate” means the Certificate as to Bond Pricing and Related Matters signed and delivered by the Delegated Officers to approve the final terms and provisions of the Bonds upon the sale thereof as authorized in Section 209 herein and in substantially the form of **Exhibit B** hereto.

“Electronic Means” means telecopy, facsimile transmissions, e-mail transmissions or other similar electronic means of communication providing evidence of transmission.

“Exchange Bond” means any Exchange Bond, as defined in Section 210 hereof.

“Information Reporting Agreement” means the undertaking authorized in Section 208 hereof to be delivered by the City upon issuance of the Bonds in compliance with SEC Rule 15c2-12, in the form attached hereto as **Exhibit C**.

“Investment Securities” means such investments as shall be legal investments for such funds under Idaho law as then in effect.

“Mayor” means the Mayor of the City.

“Notice of Sale” means the official notice of negotiated sale of the Bonds in substantially the form attached as **Exhibit D** to this Ordinance.

“Ordinance” means this Ordinance, adopted by the City on August 5, 2025, authorizing the issuance and providing for the sale of the Bonds, authorizing the manner of sale of the Bonds, delegating authority to approve the terms, provisions and sale of the Bonds, and providing for related matters.

“Paying Agent” means each Person appointed by the City as paying agent with respect to the Bonds. Pursuant to Section 206 hereof, the initial Paying Agent is Zions Bancorporation, National Association.

“Person” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“POS” means the preliminary official statement related to the offering of the Bonds.

“Project” means financing the (i) purchasing and acquiring fire protection apparatuses and equipment and (ii) demolishing, rebuilding, renovating, expanding and improving existing fire stations throughout the City, with all necessary appurtenant facilities and equipment, and together with costs and expenses related thereto.

“Project Fund” means the Project Fund established in Section 211 hereof.

“Rebate Fund” means the Rebate Fund established in Section 211 hereof.

“Record Date” means (a) in the case of each interest payment date, the Paying Agent's close of business on the fifteenth day of the month prior to each interest payment date and, if not a business day for the Paying Agent, the next preceding day that is a business day for the Paying Agent.

“Regulations” means the treasury regulations promulgated under the Code and those provisions of the treasury regulations originally promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, which remain in effect under the Code.

“Repository” shall mean MSRB through its Electronic Municipal Market Access system (“EMMA”) at <http://emma.msrb.org>, or such other nationally recognized municipal securities information repository recognized by the SEC from time to time pursuant to Rule 15c2-12.

“Representations Letter” means the City’s Blanket Letter of Representations referenced under Section 402 hereof and on file with DTC.

“Rule 15c2-12” means Rule 15c2-12, as amended, promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

“SEC” means the Securities and Exchange Commission.

“Tax Certificate” means any agreement or certificate of the City which the City executes in order to establish and assure the tax-exempt status of interest received on the Bonds.

“Tax Receipts” has the meaning set forth in Section 501 hereof.

“Treasurer” means the City Treasurer responsible for the City’s finances.

The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms used in this Ordinance refer to this Ordinance.

102. Authority for Ordinance. This Ordinance is adopted pursuant to the provisions of the Act.

## ARTICLE 2. AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

201. Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and contained in this Ordinance, a series of general obligation bonds of the City is hereby authorized to be issued and shall be designated “General Obligation Bonds, Series 2025”. The Bonds shall be issued in fully registered form only, without coupons.

202. Purposes. The Bonds are hereby authorized to be issued for the purpose of the acquisition of the Project and to pay the costs of issuance thereof.

203. Issue Date. The Bonds shall be dated as of the date of their delivery.

204. Accrual of Interest. Each Bond shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless it is registered and authenticated as of an interest payment date, in which event it shall bear interest from the date thereof, or unless it is registered and authenticated prior to the first interest payment date, in which event it shall bear interest from its date, or unless, as shown by the records of the Bond Registrar, interest on the Bonds shall be in default, in which event it shall bear interest from the date to which interest has been paid in full. The Bond Registrar shall insert the date of registration and authentication of each Bond in the place provided for such purpose in the form of Bond Registrar's certificate of authentication on each Bond. To the extent permitted by law, the Bonds shall bear interest on overdue principal at the respective rate of each maturity.

205. Denominations and Numbers. The Bonds shall be issued as fully registered bonds, without coupons, in the denomination of \$5,000, or any integral multiple thereof, not exceeding the amount of each maturity. The maturities of the Bonds shall be numbered from one (1) upward in order of issuance with the prefix “R” preceding each number.

206. Paying Agent and Bond Registrar. Zions Bancorporation, National Association, is hereby appointed the Paying Agent and Bond Registrar for the Bonds. The City may remove any Paying Agent and any Bond Registrar, and any successor thereto, and appoint a successor or successors thereto. Each Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Ordinance by executing and delivering to the City a written acceptance thereof. The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Principal of and premium, if any, on the Bonds shall be payable when due to the

Bondholder of each Bond at the principal corporate trust office of the Paying Agent. Payment of interest on each Bond shall be made by check or draft mailed to the Person who, as of the Record Date, is the Bondholder of the Bond, at the address of such Bondholder as it appears on the registration books of the City kept by the Bond Registrar or at such other address as is furnished to the Bond Registrar in writing by such Bondholder on or prior to the Record Date.

207. Redemption. The Bonds may be subject to redemption if so provided pursuant to Section 209 hereof, and if subject to redemption, the following provisions shall apply:

If less than all of the Bonds of any maturity are to be redeemed, the particular Bonds or portion of the Bonds of such maturity to be redeemed shall be selected at random by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate. The portion of any registered Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple of \$5,000 and in selecting portions of such Bonds for redemption the Bond Registrar will treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000.

Notice of redemption of the Bonds, which notice may be conditional, shall be given by the Bond Registrar by Electronic Means or by first class mail, postage prepaid, not less than thirty (30) or more than sixty (60) days prior to the redemption date, to the Bondholder, as of the Record Date, of each Bond which is subject to redemption, at the address of such Bondholder as it appears in the registration books of the City kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Bondholder on or prior to the Record Date. Notice also shall be given to the fiscal agent of the City, if any, and to the Paying Agent, if other than the Bond Registrar. Each notice of redemption shall state the name and series of the Bonds, the Record Date, the redemption date, the place of redemption, the principal amount if less than all, the distinctive numbers of the Bonds or portions of Bonds to be redeemed, and also shall state that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that, on said date, if the conditions to an optional redemption have been met, there will become due and payable on each of said Bonds the principal thereof, interest accrued thereon to the redemption date, and premium, if any. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Bondholder or other recipient receives such notice. Failure to mail such notice or any defect therein shall not affect the validity of the proceedings for redemption of the Bonds.

When so called for redemption, unless a conditional notice has been given and the conditions for redemption set forth therein are not satisfied, such Bonds shall cease to accrue interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and such Bonds shall not be deemed to be outstanding as of such redemption date

In addition to the foregoing notice, further notice shall be given by the Bond Registrar as set out below, but no defect in said further notice or any failure to give all or any portion of such further notice shall affect in any manner the validity of a call for redemption if notice thereof is given as above prescribed.

Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) the series and any other descriptive information needed to identify accurately the Bonds being redeemed.

Each further notice of redemption shall be sent at least thirty (30) days before the redemption date by telecopy, registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds designated to the Bond Registrar by the City and to the Repository.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number or numbers identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

208. Authorization of Actions Preliminary to Sale of Bonds.

(a) The City Council desires to sell the Bonds pursuant to negotiated sale to the Underwriter in accordance with the Act.

(b) The Notice of Sale, in substantially the form attached hereto as **Exhibit B**, is hereby approved and Bond Counsel is authorized to complete the notice and effect timely publication thereof prior to the sale of the Bonds.

(c) The City Council authorizes the officials of the City to assist in the preparation and completion of the POS related to the offering of the Bonds and authorizes a Delegated Officer to deem final the POS of the City pursuant to SEC Rule 15c2-12 at such time the POS is final, provided the POS is made available to the City Council for review, and to authorize the use of the POS in connection with the offering of the Bonds and the submission of the POS to rating agencies for purposes of obtaining a rating for the Bonds.

(d) Upon the sale of the Bonds, the POS, together with such changes, omissions, insertions and revisions to reflect the final terms and provisions of the Bonds (hereafter referred to as the "Official Statement"), shall be approved and signed by the Mayor of the City, and is hereby authorized to be distributed to purchasers of the Bonds and other interested persons.

(e) The Bond Purchase Agreement is hereby authorized to be entered into by the City Council, as approved by the Delegated Officers in accordance with the terms and parameters hereof. Upon the sale of the Bonds, the Delegated Officers are hereby authorized to execute and deliver the Bond Purchase Agreement to the Underwriter. The officials of the City are authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect.

(f) The Information Reporting Agreement in substantially the form attached hereto as **Exhibit C**, is hereby ratified and approved in all respects, and the City Council authorizes the inclusion of a copy thereof in the POS and Official Statement. Upon delivery of the Bonds, the Mayor is hereby authorized to execute and deliver the Information Reporting Agreement. Such Information Reporting Agreement shall constitute the City's undertaking for compliance with Rule 15c2-12.

209. Sale of Bonds and Related Documents; Delegation Authority.

(a) Pursuant to Section 57-235, Idaho Code, as amended, the City Council hereby delegates to the City's Delegated Officers the power to make the following determinations on the date of sale of the Bonds, without any requirement that the members of the City Council meet to approve such determinations, but subject to the limitations provided:

(1) The rates of interest on the Bonds, provided the true interest cost on the Bonds does not exceed 4.00%.

(2) The aggregate principal amount of the Bonds, provided such amount shall not exceed \$16,400,000.

(3) The amount of principal of the Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year, and the rate of interest accruing thereon.

(4) The final maturity of the Bonds, provided that the final maturity date of the Bonds shall fall not later than ten (10) years from the date of issuance.

(5) The price at which the Bonds will be sold (including any underwriter's discount and original issue premium), provided that the Bonds shall not be sold at less than the aggregate par value thereof.

(b) Upon the sale of the Bonds, the Delegated Officers shall execute a Delegation Certificate reflecting the final terms and provisions of the Bonds and certifying that the final terms and provisions of the Bonds are consistent with, not in excess of, and no less favorable than the terms set forth in subparagraph (a) above.

210. Execution of Bonds. The Bonds shall be executed on behalf of the City, either manually or by facsimile, by the Mayor, Treasurer and countersigned by the Clerk, and the corporate seal of the City shall be impressed or printed thereon. The said officials and each of



them are hereby authorized and instructed to execute the Bonds accordingly, and, if executed by facsimile signatures, the use of such facsimile signatures of said Mayor, Treasurer, and Clerk on the Bonds are hereby authorized, approved and adopted as the authorized and authentic execution, countersigning, and sealing of the Bonds by said officials. The Bonds then shall be delivered to the Bond Registrar for manual authentication. Only the Bonds that bear a certificate of authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Ordinance, and such certificate of the Bond Registrar shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, this Ordinance and that the Bondholder thereof is entitled to the benefits of this Ordinance. The certificate of authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (a) such Bond is signed by an authorized officer of the Bond Registrar, provided that it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder or that all of the Bonds hereunder be authenticated by the same Bond Registrar, and (b) the date of registration and authentication of the Bond is inserted in the place provided therefor on the certificate of authentication.

The Mayor, Treasurer, and Clerk are authorized to execute, countersign and seal from time to time, in the manner described above, Bonds (the "Exchange Bonds") to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to ARTICLE 3 hereof. At the time of the execution, countersigning, and sealing of the Exchange Bonds by the City, the payee, principal amount, maturity and interest rate shall be in blank. Upon any transfer or exchange of Bonds pursuant to ARTICLE 3 hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds and to complete, authenticate and deliver the Exchange Bonds for the purpose of effecting transfers and exchanges of Bonds; provided that any Exchange Bonds authenticated and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer and shall bear the name of such payee as the Bondholder requesting an exchange or transfer shall designate; and provided further that, upon the delivery of any Exchange Bonds by the Bond Registrar a like principal amount of Bonds submitted for transfer or exchange and of like series and having like maturities and interest rates, shall be cancelled. The execution, countersigning and sealing by the City and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, maturity and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile nevertheless shall be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

211. Establishment of Accounts and Funds.

(a) The following accounts and funds on the accounting records of the City are hereby created:

(1) Bond Fund, separate from all other funds and accounts of the City, to be held by the City, and maintained as a separate bank or investment deposit account with a financial institution, or as a separate account in the Idaho State Treasurer's Local Government Investment Pool;

(2) Project Fund, to be held by the City to pay costs of the Project;

(3) Costs of Issuance Fund, to be held by the Paying Agent to pay costs of issuance of the Bonds; and

(4) Rebate Fund, to be held by the City for deposit of sums required by the Code and as provided in the Tax Certificate.

(b) There shall be deposited into the Bond Fund (i) Tax Receipts collected pursuant to Section 501 hereof, and (ii) such other funds as the City shall designate as irrevocably available to pay principal and interest on the Bonds. The City shall make disbursements from the Bond Fund in accordance with Section 501 hereof. For purposes of investment of funds in the Bond Fund, the City may consider earnings on Tax Receipts in the Bond Fund which are not expected to be used to pay principal and interest on the Bonds, to be held for the purpose of paying principal and interest on other bonds issued or to be issued by the City or to be used for any lawful purpose of the City.

(c) There shall be deposited into and disbursed from the Project Fund the moneys referred to in Section 212(c) hereof.

(d) There shall be deposited into and disbursed from the Costs of Issuance Fund the moneys referred to in Section 213 hereof.

(e) There shall be deposited into and disbursed from the Rebate Fund the sums required under the Code.

212. Delivery of Bonds; Application of Proceeds of Bonds. Following the sale of the Bonds, the City shall make delivery of the Bonds to the purchaser thereof pursuant to the DTC Fast Automated Securities Transfer System, and to receive payment therefor in accordance with the terms of the Bond Purchase Contract and to deposit or use the proceeds of sale as follows:

(a) accrued interest, if any, on the Bonds to the date of delivery of the Bonds shall be deposited into the Bond Fund;

(b) a portion of the proceeds of the Bonds may be deposited into the Costs of Issuance Fund held by the Paying Agent to pay costs of issuance of the Bonds pursuant to Section 213 hereof;

(c) the remaining proceeds of sale of the Bonds shall be deposited into the Project Fund to be used to pay the cost of the Project.

213. Costs of Issuance Fund. There is hereby established in the hands of the Paying Agent a separate account designated the "Costs of Issuance Fund." At the time of the delivery of the Bonds, the City may deposit into the Costs of Issuance Fund such amount of proceeds of the Bonds as shall be shown in a Written Certificate and Request filed with the Paying Agent at the time of delivery of the Bonds. The Written Certificate and Request shall itemize those costs of issuance to be paid from the Costs of Issuance Fund. On or about forty-five (45) days after issuance of the Bonds, any moneys remaining in the Costs of Issuance Account shall be transferred to the City for deposit in the Bond Fund.

214. Defeasance.

(a) If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders the principal of or redemption price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, or such Bonds shall have been deemed to have been paid, then the levy of taxes provided in Section 501 hereof and other moneys, securities and funds pledged under this Ordinance and all covenants, agreements and other obligations of the City to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Bonds or interest installments, the payment or redemption of which moneys shall have been set aside and shall be held in trust (through deposit by the City of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section. All outstanding Bonds shall prior to the maturity thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section if:

(1) in case any of said Bonds are to be redeemed on any date prior to their maturity, if applicable, the City shall have given irrevocable instructions to mail to the Bondholders of such Bonds, notice of redemption of such Bonds on said date;

(2) there shall have been deposited in escrow with a bank, trust company or suitable depository (the "Defeasance Agent") either (a) moneys in an amount which shall be sufficient, or (b) Defeasance Securities, as defined below (including any Defeasance Securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Defeasance Agent at the same time, shall be sufficient, to pay when due the principal or redemption price, as applicable, and interest due and to become due, if applicable, on said

Bonds on and prior to the redemption date or maturity date thereof, as the case may be. In the case of a deposit under clause (b) above and the principal amount of the Defeasance Securities is less than the principal or redemption price, as applicable, and interest due and to become due, if applicable, on said Bonds on and prior to the redemption date or maturity date thereof, there will be provided to the City and Defeasance Agent a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the monies, the Defeasance Securities and interest thereon to pay when due the principal or redemption price, as applicable, and interest due and to become due on such Bonds on or prior to the redemption date or maturity date thereof;

(3) there shall have been delivered an opinion of nationally recognized municipal bond counsel addressed to the City and the Defeasance Agent to the effect that the subject Bonds are no longer outstanding, and are duly paid and defeased; and

(4) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the City shall have given irrevocable instructions to mail, first class postage prepaid, a notice to the Bondholders that the deposit required by (2) above has been made with the Defeasance Agent and that said Bonds are deemed to have been paid in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price as applicable, and interest due or to become due, if applicable, on said Bonds.

(c) Neither Defeasance Securities nor moneys deposited with the Defeasance Agent pursuant to this section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Securities deposited with the Defeasance Agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Defeasance Securities maturing at times and in amounts sufficient to pay when due the principal or redemption price, as applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the City, free and clear of any trust, lien or pledge. For the purposes of this section, "Defeasance Securities" shall include the following:

(1) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in paragraph (2) below), or

(2) direct obligations of the United States of America, or other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America, provided such securities shall be authorized as Investment Securities for such purpose by the laws of the State of Idaho.

Bonds, the principal of and interest on and redemption premium, if any, which shall have been provided for in the manner set forth in subsection (b) hereof shall be deemed not to be outstanding under this Ordinance or under applicable provisions of the law of the State of Idaho, including without limitation, the Act and in particular Section 50-1019 of the Act.

215. Further Authority. The Mayor, Clerk, Treasurer and Delegated Officers are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds and the fulfillment of the covenants and obligations of the City contained herein, in the Bonds, and in any Tax Certificate.

### ARTICLE 3.

#### TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

##### 301. Transfer of Bonds.

(a) Any Bond may, in accordance with its terms, be transferred upon the registration books kept by the Bond Registrar pursuant to Section 303 hereof by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Bond Registrar. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The City, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the Bondholder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully registered Bond or Bonds in an authorized denomination (which may be an Exchange Bond or Bonds pursuant to Section 210 hereof) of the same series, designation, maturity and interest rate duly executed by the City for a like aggregate principal amount. The Bond Registrar shall require the payment by the Bondholder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date or (ii) after the Record Date with respect to any redemption of such Bond. If Exchange Bonds are prepared in connection with transfers outside the book-entry registration system as provided in Section 403, the foregoing provisions of this Section 301 shall apply to such transfers or exchanges. Then and thereafter, Exchange Bonds shall be in the denomination of \$5,000 only, and shall bear numbers as provided in Section 205 hereof. All Bonds issued after the first numbering of Bonds in \$5,000 denominations pursuant to Section 205 shall thereafter continue to bear the same number, which shall be used on all newly issued Bonds issued for purposes of all subsequent transfers and exchanges.

(c) The Bond Registrar shall not be required to register the transfer or exchange of any Bond selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part. Upon surrender of any Bond redeemed in part, the City shall execute and the Bond Registrar shall authenticate and deliver to the Bondholder, at the expense of the City, a new Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 210 hereof) of the same series, designation, maturity and interest rate and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered.

302. Exchange of Bonds. Bonds may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds (which may be an Exchange Bond or Bonds pursuant to Section 210 hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Bondholder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date or (ii) after the Record Date with respect to any redemption of such Bond, if applicable.

303. Bond Registration Books. This Ordinance shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act of Idaho, chapter 9 of Title 57, Idaho Code. The Bond Registrar shall keep or cause to be kept at its principal corporate trust office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the City; and, upon presentation for such purpose, the Bond Registrar, under such reasonable regulations as it may prescribe, shall register or transfer or cause to be registered or transferred on said books Bonds as herein provided.

304. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the Bondholders of all Bonds and, upon any transfer, shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

305. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and Clerk of the City Council are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the compensation, obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent, and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request but otherwise to keep such list confidential;

(c) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(d) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed;

(e) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds; and

(f) to comply with all applicable provisions of the Representations Letter, as called for in Section 402 hereof.

ARTICLE 4.  
BOOK-ENTRY SYSTEM; LIMITED OBLIGATION OF CITY;  
REPRESENTATIONS LETTER

401. Book-Entry Systems, Limited Obligation. The Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each of the maturities approved upon the sale thereof. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC. Except as provided in Section 403 hereof, all of the outstanding Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, the City, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any DTC participant (a "Participant(s)") or to any Person on behalf of which a Participant holds an interest in the Bonds with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of or interest on the Bonds. The City, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the Bondholder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and interest on the Bonds only to or upon the order of the respective Bondholders, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided in Section 206 hereof, and all such payments shall be valid and effective to satisfy and discharge fully the City's obligations with respect to payment of principal of and interest on the Bonds, to the extent of the sum or sums so paid. No Person other than a Bondholder, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Bond evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the City of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co. and subject to the provisions herein with

respect to Record Dates, the word “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC, and, upon receipt of such a notice, the City promptly shall deliver a copy of the same to the Bond Registrar and the Paying Agent.

402. Representations Letter. The Representations Letter in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the City’s Accountant shall approve, is hereby authorized, and the Mayor shall execute such Representations Letter. In the written acceptance of each Paying Agent and Bond Registrar referred to in Section 206 hereof, such Paying Agent and Bond Registrar, respectively, shall agree to take all action necessary for all representations of the City in the Representations Letter with respect to the Paying Agent and Bond Registrar, respectively, to be complied with at all times. The City’s Representations Letter is for the purpose of effectuating the book-entry-only system and shall not be deemed to amend, supersede or supplement the terms of this Ordinance, which terms are intended to be complete without reference to the Representations Letter.

In the event of any conflict between the terms of the Representations Letter and the terms of this Ordinance, the terms of this Ordinance shall control. DTC may exercise the rights of a Bondholder hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

403. Transfers Outside Book-Entry System. In the event that (a) the City determines that DTC is incapable of discharging or is unwilling to discharge its responsibilities described herein and in the Representations Letter, (b) DTC determines to discontinue providing its service as securities depository with respect to the Bonds at any time as provided in the Representations Letter or (c) the City determines that it is in the best interests of the Bondholders, as the beneficial owners of the Bonds, that they be able to obtain certificated Bonds and an alternative book-entry system is not available or is not selected as provided in the succeeding sentence, the City shall notify DTC and direct DTC to notify the Participants of the availability through DTC of Bond certificates, and the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system as may be acceptable to the City or such depository’s agent or designee, and, if the City does not select such alternate universal book-entry system, the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of ARTICLE 3 hereof.

404. Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representations Letter.



ARTICLE 5.  
COVENANTS AND UNDERTAKING

501. Levy of Taxes; Pledge of Tax Receipts.

(a) The City covenants and agrees that to pay principal of and interest on the Bonds falling due to and including the final maturity thereof, the City shall levy and cause to be levied annually at the time when and in the manner in which other general taxes of the City are levied, upon all the taxable property within the limits of the City, in addition to all other authorized taxes and assessments, a tax or assessment, together with funds then on deposit in the Bond Fund, and sufficient to meet the payments of principal and interest on the Bonds (the "Tax Receipts"). The Tax Receipts shall be levied, assessed, certified, extended and/or collected by the proper officers at the times other taxes are levied, assessed, certified, extended and collected in, for and by the City and by the officers thereof, all as fixed by law, until the principal and interest of the Bonds and interest thereon shall be fully paid. Any collection fees or charges made in connection with the payment of the Bonds and interest thereon are to be paid by the City.

(b) Upon receipt of the Tax Receipts, the City shall deposit the Tax Receipts in the Bond Fund. When collected and deposited into the Bond Fund, the Tax Receipts shall be used for no other purpose than for the payment of the principal of and the interest on the Bonds as the same become due, so long as any of the Bonds remain outstanding and unpaid, but nothing herein contained shall be construed to prevent the City from paying the interest on or the principal of the Bonds from any other funds in its hands and available for that purpose or to prevent the City from levying any further or additional taxes which may be necessary to pay fully the interest on or the principal of the Bonds.

(c) The City hereby pledges the full faith and credit and taxing power with respect to all taxable property in the City, the Tax Receipts, and all funds on deposit in the Bond Fund for the prompt payment of the principal of and the interest on the Bonds as the same become due, with the intention that pursuant to Idaho Code Section 57-234 the City hereby creates a statutory lien within the meaning of 11 U.S.C. § 101(53) upon the Tax Receipts for the benefit of the Bondholders.

502. Tax Receipts to Constitute Special Revenues. The Tax Receipts shall constitute "special revenues" as defined under 11 U.S.C. § 902(2). As set forth in Section 501 hereof and as provided in Idaho Code Section 50-1026, the Tax Receipts can be used for no other purpose than payment of principal and interest on the Bonds and therefore do not constitute receipts levied to finance the general purposes of the City within the meaning of 11 U.S.C. § 902(2)(E). The City covenants to credit all Tax Receipts to the Bond Fund separate and apart from the funds for the payment of principal or interest on any other series of bonds.

503. Bonds in Registered Form. The City recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is excluded from gross income for purposes of federal income taxation under laws in

force at the time the Bonds are delivered. In connection therewith, the City agrees that it will not take any action to permit the Bonds to be issued in or converted into bearer or coupon form.

504. Arbitrage Covenant; Covenant to Maintain Tax Exemption.

(a) The Mayor, or Treasurer, or the City Administrator each are hereby authorized and directed to execute from time to time such Tax Certificates as shall be necessary to establish that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code and the Regulations promulgated or proposed thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised, and to establish that interest on the Bonds is not and will not become includable in gross income under the Code and applicable Regulations. The City covenants and certifies to and for the benefit of the Bondholders that no use will be made of the proceeds of the issue and sale of the Bonds, or any funds or accounts of the City which may be deemed to be proceeds of the Bonds, pursuant to Section 148 of the Code and applicable Regulations (proposed or promulgated,) which use, if it had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code. Pursuant to this covenant, the City obligates itself to comply throughout the term of the Bonds with the requirements of Section 148 of the Code and the Regulations proposed or promulgated thereunder.

(b) The City covenants for the benefit of the registered owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b) of the Code. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the Issuer in fulfilling the above covenant under the Code have been met. The issuer makes no covenant with respect to taxation of interest on the Bonds as a result of the inclusion of that interest in the “adjusted financial statement income” of “applicable corporations” (as defined in Sections 56A and 59(k), respectively, of the Code).

(c) The City covenants and certifies to and for the benefit of the Bondholders of the Bonds that: (i) the City will at all times comply with the provisions of any Tax Certificates; (ii) the City will at all times comply with the rebate requirements contained in Section 148(f) of the Code, to the extent applicable; and (iii) no bonds or other evidences of indebtedness of the City have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Bonds and ending 15 days following the date of delivery of and payment for the Bonds.

(d) The Tax Certificate, in form acceptable to Bond Counsel, with such insertions and changes therein as shall be approved by the Mayor or Treasurer and the City Administrator or their duly authorized deputies, is hereby authorized and approved. Such approval shall be conclusively established by their execution of the Tax Certificate in its final form.

The City hereby covenants to adopt, make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) any resolution or Tax Certificate necessary to comply with any changes in law or Regulations in order to preserve the exclusion of interest on the Bonds from gross income of the Bondholders thereof for purposes of the federal income tax to the extent that it may lawfully do so. The City further covenants to (a) impose such limitations on the investment or use of moneys or investment related to the Bonds, (b) make such payments to the United States Treasury, (c) maintain such records, (d) perform such calculations and (e) perform such other acts as may be necessary to preserve the exclusion of interest on the Bonds from gross income of the Bondholders thereof for purposes of the federal income tax and which it lawfully may do.

Pursuant to these covenants, the City obligates itself to comply with the requirements of Section 103 of the Code and the Regulations proposed or promulgated thereunder throughout the term of the issue of the Bonds.

505. Investment of Funds. Moneys held in any fund or account, including the Bond Fund and subaccounts thereunder, shall be invested and reinvested by the City or, if held in accounts by the Paying Agent, by the Paying Agent at the written direction of the City, as applicable, to the fullest extent practicable in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such fund or account. Except as otherwise provided in this Ordinance, all investment earnings shall be deposited into the fund or account that holds the investment generating such investment earnings.

506. No Waiver of Limitation Provisions. The City Council and the City hereby covenant and agree with the Bondholders of the Bonds from time to time that neither the City nor the City Council will ever waive, or agree to waive, as to the Bond Election, the time limitation provisions of subsection B of Section 34-2001A of the Idaho Code.

## ARTICLE 6. FORM OF BONDS

601. Form of Bonds. The form of the fully registered Bonds shall be in substantially the form set forth on Exhibit A attached to this Ordinance, with such insertions or variations as to series, any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required.

## ARTICLE 7. MISCELLANEOUS

701. Ratification. All proceedings, resolutions, and actions of the City Council, the City, and their officers, agents and employees taken in connection with the authorization, sale and issuance of the Bonds are hereby in all respects ratified, confirmed and approved, including without limitation the calling, giving notice and holding of the Bond Election, and the canvass and declaration of the returns thereof as set out in the preamble hereto.

702. Severability. It is hereby declared that all parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

703. Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

704. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ordinance.

[The following page is the execution page.]

PASSED AND APPROVED this 5th day of August, 2025.

CITY OF COEUR D'ALENE, IDAHO

---

Woody McEvers, Mayor

ATTEST:

---

Renata McLeod, City Clerk

**EXHIBIT A**  
**FORM OF BONDS**

UNITED STATES OF AMERICA

Registered Registered

Number \_\_\_\_\_ \$ \_\_\_\_\_

CITY OF COEUR D'ALENE, IDAHO  
GENERAL OBLIGATION BONDS, SERIES 2025

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
_____ %	_____	___/___/2025	_____

Registered Owner: CEDE & CO.

Principal  
Amount: \_\_\_\_\_ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the City of Coeur d'Alene, Idaho (the "City"), acknowledges itself indebted and for value received hereby promises to pay to the registered owner identified above, or registered assigns, on the maturity date identified above, upon presentation and surrender hereof, the principal amount identified above (the "Principal Amount"), and to pay the registered owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which event, this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event, this Bond shall bear interest from the dated date identified above (the "Dated Date"), or unless, as shown by the records of the hereinafter referred to Bond Registrar, interest on the hereinafter referred to Bonds shall be in default, in which event, this Bond shall bear interest from the date to which interest has been paid in full at the interest rate per annum (calculated on the basis of a year of 360 days and twelve 30-day months) identified above (the "Interest Rate"), payable February 1, 2026 and thereafter in each year on August 1

and February 1 until payment in full of said Principal Amount, except as the provisions set forth in the hereinafter mentioned Bond Ordinance with respect to redemption prior to maturity may become applicable hereto. To the extent permitted by law, this Bond shall bear interest on overdue principal at the Interest Rate.

Principal of and premium, if any, on this Bond shall be payable at Zions Bancorporation, National Association, the Paying Agent of the City, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; and payment of the semiannual interest hereon shall be made to the registered owner hereof and shall be paid by check or draft mailed to the person who is the registered owner of record on the first day of the month of each interest payment date, and if not a business day of the Paying Agent, the next preceding day that is a business day for the Paying Agent, at the address of such registered owner as it appears on the registration books kept by the hereinafter defined Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar, as provided in the hereinafter defined Bond Ordinance.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Idaho and pursuant to the provisions of chapters 2 of Title 57, Idaho Code, and all acts of the Legislature of the State of Idaho amendatory thereof and supplementary thereto (collectively, the “Act”), and all other laws applicable thereto. It is hereby expressly certified and recited that all acts and conditions requisite and precedent to the validity of this issue have been properly done and performed in regular and due time, form and manner, as required by law; that the total outstanding indebtedness of the City, including the whole of this issue, does not exceed any constitutional or statutory debt limit; that the full faith and credit of City of Coeur d’Alene, Idaho, together with Tax Receipts as defined in the Bond Ordinance (defined below), are hereby pledged for the due and punctual payment of the principal hereof and interest hereon; and that provision has been made in the statutory manner for the levy and collection of taxes sufficient to pay the interest on this Bond as the same becomes due and for the payment of the principal hereof at the date of the maturity of this Bond. Tax Receipts constitute taxes specifically levied to finance one or more projects or systems as defined in 11 U.S.C. § 902(2)(E).

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

This Bond is one of the General Obligation Bonds, Series 2025, of the City (the “Bonds”) limited to the aggregate principal amount of \$\_\_\_\_\_, dated as of the Dated Date and issued in conformity with and after full compliance with the Act, and under and pursuant to a Ordinance of the City adopted on August 5, 2025 (the “Bond Ordinance”), after having been authorized at an election held on May 20, 2025, in City of Coeur d’Alene, Idaho, by vote of at least two-thirds of the qualified electors thereof, for the purpose of providing funds for the (i) purchasing and acquiring fire protection apparatuses and equipment and (ii) demolishing, rebuilding, renovating, expanding and improving existing fire stations throughout the City, with

all necessary appurtenant facilities and equipment, and together with costs and expenses related thereto.

Zions Bancorporation, National Association, is the initial bond registrar and paying agent of the City with respect to the Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the "Bond Registrar" and the "Paying Agent."

**\*\*The Bonds are initially issued in the form of a separate single certificated fully registered Bond for each maturity, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").\*\***

**\*\*Unless this Bond is presented by an authorized representative of DTC to the City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.\*\***

[This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or such duly authorized attorney, and, thereupon, the City shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Bond Ordinance, upon the payment of the charges therein prescribed. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever, and neither the City, the Bond Registrar, nor the Paying Agent shall be affected by any notice to the contrary.]

[The Bonds are issuable solely in the form of registered Bonds without coupons in the denomination of \$5,000, or any integral multiple of \$5,000.]

The Bonds maturing are not subject to call and redemption prior to maturity.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Bond Ordinance.



IN WITNESS WHEREOF, City of Coeur d'Alene, Idaho, by its duly constituted, legally qualified and acting City Council, has caused this Bond to be signed, either manually or by facsimile, by the Mayor and countersigned by the Clerk thereof and has caused its seal to be impressed or printed hereon, as of the Dated Date identified above.

\_\_\_\_\_  
Woody McEvers, Mayor

Countersigned:

\_\_\_\_\_  
Renata McLeod, City Clerk

\* \* \* \* \*

#### BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Ordinance and is one of the General Obligation Bonds, Series 2025, of City of Coeur d'Alene, Idaho.

ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION, as Bond Registrar and  
Paying Agent

By [Manual or Facsimile Signature]  
Authorized Officer

Date of registration  
and authentication: \_\_\_\_\_.

## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, to transfer the within Bond on the records kept for the registration therefor with full power of substitution in the premises.

\_\_\_\_\_  
Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

CERTIFICATE OF TREASURER

STATE OF IDAHO    )  
                              ) ss.  
Kootenai County    )

I, the undersigned, the duly constituted, legally qualified and acting Treasurer of the City of City of Coeur d'Alene, Idaho, hereby certify that the within Bond has been registered and recorded in my office pursuant to the provisions of chapter 9, Title 57, Idaho Code, and all acts amendatory thereof and supplementary thereto.

WITNESS my hand of said City this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

Katie Ebner, Treasurer

\*\* Included when Bonds registered with DTC.\*\*  
[Bracketed text deleted when Bonds DTC registered.]

**EXHIBIT B**

**FORM OF DELEGATION CERTIFICATE**

## CERTIFICATE AS TO BOND PRICING AND RELATED MATTERS

The undersigned officials of City of Coeur d'Alene, Idaho (the "City"), do hereby certify as follows (capitalized terms used herein and not defined have the meanings assigned to such terms in the Ordinance, hereinafter defined):

1. We are familiar with the Bond Ordinance No. \_\_\_ of the City adopted on August 5, 2025 (the "Ordinance") to authorize the issuance and sale of its General Obligation Bonds, Series 2025 (the "Bonds") and related documents, which Bonds were sold this date to Piper Sandler & Co., as the underwriter (the "Underwriter").

2. Section 209 of the Ordinance delegated to the undersigned, as Delegated Officers, the power to make certain determinations on the date of sale of the Bonds.

3. Pursuant to such delegation, the Delegated Officers hereby determine as follows:

(a) Details of the terms of the Bonds are reflected in the final bond sale number schedule, which schedule is attached as Exhibit A hereto.

(b) The true interest cost on the Bonds is \_\_\_\_\_ percent (\_\_\_\_%)

(c) The aggregate principal amount of the Bonds is \$\_\_\_\_\_, which amount does not exceed \$16,400,000.00.

(d) The final maturity of the Bonds is \_\_\_\_\_, which does not exceed ten (10) years from the date of issuance.

(e) [The Bonds are not subject to redemption prior to maturity.]

(f) The Bonds were sold at the purchase price of \$\_\_\_\_\_, representing \$\_\_\_\_\_ principal amount, plus net premium in the amount of \$\_\_\_\_\_ less underwriter's discount of \$\_\_\_\_\_. The purchase price of the Bonds is not less than the aggregate par value thereof.

4. The undersigned Delegated Officers hereby certify that the final terms and provisions of the Bonds, as described in the attached Exhibit A, are consistent with, not in excess of and no less favorable than the terms set forth in Section 209 of the Ordinance.

5. The undersigned Delegated Officers have therefore executed and delivered the Bond Purchase Agreement to the Underwriter this date.

6. The Delegated Officers further certify that the amortization plan of the Bonds, as approved by execution of this Delegation Certificate, satisfies the requirements of Section \_\_\_\_\_ Idaho Code.

(The following page is the signature page.)

DATED: \_\_\_\_\_, 2025

CITY OF COEUR D'ALENE, IDAHO

By: \_\_\_\_\_  
Woody McEvers, Mayor

By: \_\_\_\_\_  
Troy Tymesen, City Administrator

By: \_\_\_\_\_  
Katie Ebner, Treasurer

EXHIBIT A

FINAL NUMBERS PROVIDED BY UNDERWRITER

(See attached)

**EXHIBIT C**

**FORM OF INFORMATION REPORTING AGREEMENT**



## CITY OF COEUR D'ALENE, IDAHO

### INFORMATION REPORTING AGREEMENT

Re: \$[15,245,000] initial principal amount of General Obligation Bonds, Series 2025 (the "Bonds"), of the City of Coeur d'Alene, Idaho (the "Issuer") and issued pursuant to a Bond Ordinance No. \_\_\_\_\_ Authorizing the Issuance and Providing for the Sale of the Bonds (the "Ordinance") which appoints Zions Bancorporation, National Association, as Paying Agent (the "Paying Agent")

THIS INFORMATION REPORTING AGREEMENT (the "Agreement") is executed and delivered by the Issuer and the Paying Agent (also known for purposes of this Agreement as the "Disclosure Agent") as of the date set forth below in order for the Issuer to authorize and direct the Disclosure Agent, as the agent of the Issuer, to make certain information available to the public in compliance with Section (b)(5)(i) of Rule 15c2-12, as hereinafter defined.

#### WITNESSETH:

1. **Background.** The Issuer issued the Bonds pursuant to the Ordinance. The CUSIP number assigned to the final maturity of the Bonds is [\_\_\_\_\_].

2. **Appointment of Disclosure Agent.** The Issuer hereby appoints the Disclosure Agent, and any successor Disclosure Agent acting as such under the Ordinance, as its agent under this Agreement to disseminate the financial information and notices furnished by the Issuer hereunder in the manner and at the times as herein provided and to discharge the other duties assigned.

3. **Information to be Furnished by the Issuer.** The Issuer hereby covenants for the benefit of the registered and beneficial owners of the Bonds that, as long as the Bonds are outstanding under the Ordinance, the Issuer will deliver the following information to the Disclosure Agent:

a. Not later than June 30 following the close of each fiscal year of the Issuer (October 1 – September 30), the audited financial statements of the Issuer prepared in accordance with generally-accepted accounting principles, together with the report thereon of the Issuer's independent auditors, beginning with fiscal year ending September 30, 2025. If audited financial statements are not available by the time specified herein, unaudited financial statements will be provided and audited financial statements will be provided when, and if, available. The Issuer shall include with each submission a written representation addressed to the Disclosure Agent to the effect that the financial statements are the financial statements required by this Agreement and that they comply with the applicable requirements of this Agreement. For the purposes of determining whether information received from the Issuer is the required financial

statements, the Disclosure Agent shall be entitled conclusively to rely on the Issuer's written representation made pursuant to this Section.

b. Not later than June 30 following the close of each fiscal year of the Issuer, beginning with fiscal year ending September 30, 2025, the other financial, statistical and operating data for said fiscal year of the Issuer in the form and scope similar to the financial, statistical and operating data contained in the Issuer's Official Statement, specifically the tables and/or information contained under the following headings and subheadings of the Official Statement reflected on the referenced pages of the Official Statement:

#### DEBT STRUCTURE OF THE CITY OF COEUR D'ALENE, IDAHO

- Outstanding General Obligation Bonded Indebtedness

#### FINANCIAL INFORMATION REGARDING THE CITY OF COEUR D'ALENE, IDAHO – Property Tax Matters

- Direct and Overlapping Tax Rates of the City
- Taxable Value of Property
- Tax Collection Record
- The Largest Taxpayers of the City

c. The Disclosure Agent shall provide notice to the Issuer of its requirement to provide the information listed in Sections 3.a. and 3.b. at least thirty (30) days prior to the date such information is to be provided to the Disclosure Agent by the Issuer. Any or all of the items listed above in Sections 3.a. or 3.b. may be incorporated by reference from other documents, including official statements of debt issues of the Issuer which have been previously submitted to the Repository or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such document incorporated by reference.

d. Within eight (8) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Nonpayment-related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(7) Modifications to rights of security holders, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution or sale of property securing repayment of the securities, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;<sup>1</sup>

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a financial obligation or agreement, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material;

(16) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties; and

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<sup>1</sup>

For the purposes of the event identified in paragraph (12) above, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(17) In a timely manner, notice of a failure of the Issuer or the obligated person to provide the required annual financial information specified in Sections 3.a and 3.b above, on or before the date specified therein.

e. Although the Disclosure Agent disclaims any affirmative obligation to monitor occurrences affecting the Issuer, the Disclosure Agent shall promptly advise the Issuer whenever, in the course of performing its duties under the Ordinance, the Disclosure Agent identifies an occurrence which would require the Issuer to provide a notice of the occurrence of any of the events listed in Section 3.d. above; provided that the failure of the Disclosure Agent so to advise the Issuer of such occurrence shall not constitute a breach by the Disclosure Agent of any of its duties and responsibilities hereunder.

**4. Manner and Time by Which Information is to be Made Public by the Disclosure Agent.**

a. The information required to be delivered to the Disclosure Agent pursuant to Sections 3.a and 3.b hereof shall be referred to as the Continuous Disclosure Information (the "Continuous Disclosure Information"), and the notices required to be delivered to the Disclosure Agent pursuant to Section 3.d hereof shall be referred to as the Event Information (the "Event Information").

b. After the receipt of any Continuous Disclosure Information or any Event Information, the Disclosure Agent will deliver the information as provided in the following Section 4.c.

c. It shall be the Disclosure Agent's duty

(1) to deliver the Continuous Disclosure Information to the Repository once it is received from the Issuer not later than five (5) days after receipt thereof;

(2) to deliver the Event Information to the Repository no later than two (2) business days after receipt from the Issuer;

(3) to determine the identity and address of the then existing Repository to which Continuous Disclosure Information and Event Information must be sent under rules and regulations promulgated by the MSRB or by the SEC.

d. The Disclosure Agent shall have no duty or obligation to disclose to the Repository any information other than (i) Continuous Disclosure Information that the Disclosure Agent actually has received from the Issuer and (ii) Event Information about which the Disclosure Agent has received notice from the Issuer. Any such disclosures shall be required to be made only as and when specified in this Agreement. The Disclosure Agent's duties and obligations are only those specifically set forth in this Agreement, and the Disclosure Agent shall have no implied duties or obligations.

e. All Continuous Disclosure Information and Event Information, or other financial information and notices pursuant to this undertaking are to be provided to the

Repository in electronic PDF format (word-searchable) as prescribed by the MSRB. All documents provided to the MSRB pursuant to this undertaking must be accompanied by identifying information as prescribed by the MSRB.

**5. Indemnification.**

a. The Disclosure Agent shall have no obligation to examine or review the Continuous Disclosure Information and shall have no liability or responsibility for the accurateness or completeness of the Continuous Disclosure Information disseminated by the Disclosure Agent hereunder.

b. The Issuer hereby agrees to hold harmless and to indemnify the Disclosure Agent, its employees, officers, directors, agents and attorneys from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees and expenses, whether incurred before trial, at trial, or on appeal, or in any bankruptcy or arbitration proceedings), which may be incurred by the Disclosure Agent by reason of or in connection with the disclosure of information in accordance with this Agreement, except to the extent such claims, damages, losses, liabilities, costs or expenses result directly from the willful or negligent conduct of the Disclosure Agent in the performance of its duties under this Agreement.

**6. Compensation.** The Issuer hereby agrees to compensate the Disclosure Agent for the services provided and the expenses incurred pursuant to this Agreement in an amount to be agreed upon from time to time hereunder. Such compensation shall be in addition to any fees previously agreed upon with respect to the fiduciary services of the Disclosure Agent in its capacity as the Disclosure Agent.

**7. Enforcement.** The obligations of the Issuer under this Agreement shall be for the benefit of the registered and beneficial owners of the Bonds. Any holder of the Bonds then outstanding, including any beneficial owner of the Bonds (as defined in the Ordinance), may enforce specific performance of such obligations by any judicial proceeding available. However, any failure by the Issuer to perform in accordance with this Agreement shall not constitute a default under the Ordinance. Neither the Issuer nor the Disclosure Agent shall have any power or duty to enforce this Agreement.

This Agreement shall inure solely to the benefit of the Issuer, the Disclosure Agent and the holders and beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity.

**8. Definitions.** As used herein, the following terms shall have the following meanings:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b); provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"obligated person" as defined in Rule 15c2-12 shall mean any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the municipal securities to be sold in the offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Official Statement" shall mean the final official statement relating to the Bonds dated August [ ], 2025.

"Repository" shall mean MSRB through its Electronic Municipal Market Access system ("EMMA") at <http://emma.msrb.org>, or such other nationally recognized municipal securities information repository recognized by the SEC from time to time pursuant to the Rule.

"Rule 15c2-12" shall mean Rule 15c2-12, as amended, promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

"SEC" shall mean the Securities and Exchange Commission.

**9. Amendments and Termination.** This Agreement may be amended with the mutual agreement of the Issuer and the Disclosure Agent and without the consent of any registered or beneficial owners of the Bonds under the following conditions:

a. the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the obligated person or type of business conducted;

b. this Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the primary offering, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any change in circumstances; and

c. the amendment does not materially impair the interests of holders of the Bonds, as determined by parties unaffiliated with the Issuer (such as the Disclosure Agent or nationally recognized bond counsel).

Any party to this Agreement may terminate this Agreement by giving written notice of an intent to terminate to the other parties at least thirty (30) days prior to such termination, provided that no such termination shall relieve the obligation of the Issuer to comply with Rule 15c2-12(b)(5) either through a successor agent or otherwise.

The undertaking contained in this Agreement shall be in effect from and after the issuance and delivery of the Bonds and shall extend to the earlier of (i) the date all principal and interest on the Bonds shall have been paid pursuant to the terms of the Ordinance; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of Rule 15c2-12; or (iii) the date on which those portions of Rule 15c2-12 that require this written undertaking (a) are held to be invalid by a court of competent jurisdiction in a nonappealable action, (b) have been repealed retroactively, or (c) in the opinion of counsel who is an expert in federal securities

laws, acceptable to the Issuer or the Disclosure Agent, otherwise, do not apply to the Bonds. The Issuer shall notify the Repository if this Agreement is terminated pursuant to (iii), above.

**10. Successor Disclosure Agent.** Upon the transfer of the duties created under the Ordinance from the current Disclosure Agent to a successor Disclosure Agent, such successor Disclosure Agent shall succeed to the duties under this Agreement without any further action on the part of any party, and the then current Disclosure Agent shall have no further duties or obligations upon the transfer to a successor Disclosure Agent. Such Successor Disclosure Agent may terminate this Agreement or cause it to be amended as provided in paragraph 9.

**11. Additional Information.** Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating (or cause the Disclosure Agent to disseminate) any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Continuous Disclosure Information or notice of the occurrence of any Event Information, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Continuous Disclosure Information or Event Information in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Continuous Disclosure Information or notice of occurrence of any Event Information.

If the Issuer provides to the Disclosure Agent information relating to the Issuer or the Bonds, which information is not designated as Event Information, and directs the Disclosure Agent to provide such information to the Repository, the Disclosure Agent shall provide such information in a timely manner to the Repository.

**12. Notices.** Notices and the required information under this Agreement shall be given to the parties at their addresses set forth below under their signatures or at such places as the parties to this Agreement may designate from time to time.

**13. Counterparts.** This Agreement may be executed in one or more counterparts, and each such instrument shall constitute an original counterpart of this Agreement.

**14. Governing Law.** This Agreement shall be governed by the laws of the State of Idaho

**15. Certifications Required by Idaho Law.**

a. The Disclosure Agent hereby certifies, pursuant to Section 67-2346, Idaho Code, that the Disclosure Agent, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Section defined in Section 67-2346, Idaho Code, shall have the meanings set forth therein.

b. The Disclosure Agent hereby certifies, pursuant to Section 67-2359, Idaho Code, that the Disclosure Agent, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not

currently owned or operated by the Government of China and will not for the duration of this Agreement be owned or operated by the Government of China. The terms in this Section defined in Section 67-2359, Idaho Code, shall have the meanings set forth therein.

c. The Disclosure Agent hereby certifies, pursuant to Section 67-2347A, Idaho Code, that the Disclosure Agent, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (i) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (ii) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Section 18-3302(2)(d), Idaho Code. The terms in this Section defined in Section 67-2347A, Idaho Code, shall have the meanings set forth therein.

*[The following page is the signature page]*



IN WITNESS WHEREOF, the Issuer and the Disclosure Agent have caused this Agreement to be executed and delivered by a duly authorized officer of each of them, all as of this \_\_\_\_ day of \_\_\_\_\_, 2025.

ISSUER: CITY OF COEUR D'ALENE, IDAHO

By: \_\_\_\_\_  
Woody McEvers, Mayor

DISCLOSURE AGENT: ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Authorized Signatory, Zions Bank Division

## **EXHIBIT D**

### **FORM OF NOTICE OF SALE**

#### **NOTICE OF NEGOTIATED PRIVATE BOND SALE**

Public notice is hereby given by the City of Coeur d'Alene, Idaho (the "City"), of negotiation for and private sale to Piper Sandler & Co. (the "Underwriter") of its General Obligation Bonds, Series 2025 (the "Bonds") pursuant to a Bond Purchase Agreement between the City and the Underwriter ("Purchase Agreement") to be executed on the date of sale of the Bonds, and setting forth the final terms and provisions of the Bonds. The Bonds are authorized to be issued by the City Council of the City pursuant to a Bond Ordinance No. \_\_\_\_ adopted August 5, 2025 (the "Bond Resolution"). The sale of the Bonds, upon satisfying certain requirements contained in the Bond Resolution pursuant to Idaho Code Section 57-235, is expected to occur on or around August 19, 2025. Additional information concerning the terms and provisions of the Bonds, the contents of the City's Preliminary Official Statement with respect to issuance of the Bonds, the security for payment of the Bonds, and other pertinent information relating to the Bonds is available for public inspection at the offices of the City: 710 E. Mullan Ave, Coeur d'Alene, ID 83814.

By order of the City Council of the City.

Dated: August 5, 2025.

CITY OF COEUR D'ALENE, IDAHO

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Renata McLeod, City Clerk

**CITY COUNCIL MEETING  
STAFF REPORT**

**DATE:** July 15, 2025

**FROM:** CHRIS BOSLEY, CITY ENGINEER

**SUBJECT:** APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH DOWL  
FOR THE RIVER'S EDGE PUD TRAFFIC MITIGATION PLAN

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**DECISION POINT:**

Should City Council approve a Professional Services Agreement with DOWL for the River's Edge PUD Traffic Mitigation Plan?

**HISTORY:**

A condition placed on the River's Edge PUD modification south of Seltice Way, and included in the Development Agreement, requires that the owner, River's Edge Apartments, LLC, (Lanzce Douglass), pay to have a traffic mitigation plan completed by the consultant of the City's choice. DOWL is on the City's on-call consultant roster for traffic engineering. The City worked with DOWL to develop a scope of work that addresses the City's concerns regarding additional traffic on Seltice Way. The traffic mitigation plan will identify traffic deficiencies on Seltice Way, specifically at Atlas Road, Riverstone Drive, and Northwest Boulevard, and identify mitigation measures that could be used to address the deficiencies. Although the owner is not required to fund the actual mitigation measures identified, the impact fees collected from the development can be used for their implementation.

**FINANCIAL ANALYSIS:**

The City will pay DOWL to complete the traffic mitigation plan. Upon completion, River's Edge Apartments, LLC, will reimburse the City for these expenses.

**PERFORMANCE ANALYSIS:**

Approval of the agreement allows DOWL to develop the traffic mitigation plan and identify mitigation measures for future implementation.

**RECOMMENDATION:**

City Council should approve the Professional Services Agreement with DOWL for the River's Edge PUD Traffic Mitigation Plan.

RESOLUTION NO. 25-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO,  
APPROVING A PROFESSIONAL SERVICES CONTRACT WITH DOWL FOR THE RIVER'S  
EDGE PUD TRAFFIC MITIGATION PLAN

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 Contract with DOWL to complete the River's Edge PUD Traffic Mitigation Plan, pursuant to terms and conditions set forth in a contract, 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 Contract.

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 Contract with DOWL, to complete the River's Edge PUD Traffic Mitigation Plan, 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 Contract to the extent the substantive provisions of the Contract remain intact.

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

DATED this 5<sup>th</sup> day of August, 2025.

\_\_\_\_\_  
Woody McEvers, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER GOOKIN Voted

was absent. Motion .

**PROFESSIONAL SERVICES CONTRACT**  
**between**  
**The City of Coeur d'Alene and DOWL**  
**For River's Edge PUD Traffic Mitigation Plan**

This Contract is entered into this 5th day of August, 2025 by and between the City of Coeur d'Alene, herein referred to as the "CITY", 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, and the DOWL, 15325 SE 30<sup>th</sup> Place, Suite 300, Bellevue, Washington, 98007, herein referred to as the "CONTRACTOR," Witnesseth:

**WHEREAS**, the CITY and River's Edge Apartments, LLC, have agreed to the terms of a Development Agreement; and

**WHEREAS**, pursuant to the Development Agreement, River's Edge Apartments, LLC, has agreed to fund a Traffic Mitigation Plan for two intersections, the Seltice-Atlas intersection and the Seltice-Northwest Boulevard intersection; and

**WHEREAS**, pursuant to the Development Agreement, the City selected DOWL to prepare the Traffic Mitigation Plan contemplated by the Agreement.

**NOW, THEREFORE**, the parties hereto do mutually understand and agree as follows:

1. **EMPLOYMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to provide, the services described in Attachment A in order to provide for River's Edge PUD Traffic Mitigation Plan.

2. **EMPLOYEE-EMPLOYER RELATIONSHIP.** The contracting parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the CITY by the terms of this contract. The parties understand hereto that the CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of the CITY for purposes of tax, retirement system, workers compensation, or social security (FICA) withholding.

3. **CONTRACTOR'S INSURANCE.** The CONTRACTOR warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least one hundred thousand dollars (\$100,000) per claim, and five hundred thousand dollars (\$500,000) aggregate.

4. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Contract takes effect on June 25, 2025, and shall continue until completion of the analysis and delivery to the CITY.

5. **SCOPE OF SERVICES.** The River's Edge Traffic Mitigation Plan Scope of Services is as set forth in the ATTACHMENT A, which by this reference is made a part hereof.

6. **COMPENSATION.** Reimbursement shall be on a Time and Materials Basis, not-to-exceed total of \$27,630.00 without written approval of the CITY. CONTRACTOR shall invoice no more often than monthly for services performed in the previous month in accordance with the unit rates set forth in ATTACHMENT B. To be consistent with services actually rendered, CONTRACTOR may alter the distribution of compensation between individual phases/tasks of the work noted herein but, shall not exceed the total estimated compensation without CITY'S prior approval.

7. **CONFLICT OF INTEREST.** The CONTRACTOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the City of Coeur d'Alene that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest occur during the performance of this contract, it will be disclosed and managed according to the wishes of the parties.

8. **MODIFICATION AND ASSIGNABILITY OF CONTRACT.** This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the CITY. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract.

9. **NONDISCRIMINATION.** The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

10. **REPORTS AND INFORMATION.** The CONTRACTOR will provide all final written reports and corresponding information included in appendices to CITY. This transmittal constitutes receipt of the draft and final written deliverables.

11. **CONSTRUCTION AND VENUE.** This Contract will be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the First Judicial District in and for the County of Kootenai, State of Idaho.

12. **INDEMNIFICATION.** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the CONTRACTOR'S performance of this Contract except for liability arising out of concurrent or sole negligence of the CITY or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend the CITY against any and all claims, demands, damages, costs, expenses or

liability to the extent caused by the CONTRACTOR'S performance of this Contract except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents or employees. CONTRACTOR's defense obligations for professional liability under this clause means only the reimbursement of reasonable defense costs to the proportionate extent of CITY's actual liability obligation hereunder.

**13. STANDARD OF CARE.** CONTRACTOR will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and CONTRACTOR cannot provide any warranty or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notice to proceed issued by the City are specifically objected to.

**14. LEGAL FEES.** In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

**15. SPECIAL WARRANTY.** The CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The CONTRACTOR further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this contract. Any such activity by the CONTRACTOR shall make this contract null and void.

**16. ATTACHMENT.** Attachment A "Scope of Services" and Attachment B "Detailed Estimate and Fee Tables" are attached hereto, which by these references are made a part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

DOWL

CITY OF COEUR D'ALENE

Digitally Signed

BY: 2025.06.23 16:18:19-07'00'

Adam Miles  
Project Manager, DOWL

BY: \_\_\_\_\_  
Woody McEvers, Mayor  
City of Coeur d'Alene

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Renata McLeod, City Clerk



**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**RIVER'S EDGE TRAFFIC MITIGATION PLAN**

**Project Description**

The River's Edge Traffic Mitigation Plan will analyze the impacts to traffic operations due to construction of the Planned Unit Development (PUD) of River's Edge. CONTRACTOR will provide recommendations to mitigate adverse impacts that the City of Coeur d'Alene will implement in future developments and projects in the project area.

**Project Schedule**

The project schedule anticipated notice to proceed (NTP) by June 25, 2025. CONTRACTOR will provide a draft Traffic Mitigation Plan for review 12 weeks after receipt of NTP. CONTRACTOR will incorporate comments and provide the final Traffic Mitigation Plan to the City.

**Definitions and Abbreviations**

Project: River's Edge Traffic Mitigation Plan  
Contractor: DOWL  
City: City of Coeur d'Alene

**Phase 1: Traffic Mitigation Plan**

**Task 1: Project Management**

CONTRACTOR will develop an abbreviated project management plan and schedule to monitor the project objectives. This task establishes clear communication channels between members of the project team and other departments, agencies, and stakeholder groups. It includes updates to the project schedule, budget, and resource planning to ensure the project is delivered efficiently.

**Task 2: Existing Conditions Analysis**

Under this task, CONTRACTOR will review all relevant planning documents and available data provided by the City to inform the historical and future context of traffic concerns. This will include a review of previous traffic studies and relevant City plans. A description of the study area will be made, including the intersection control and operations, functional classification, roadway cross-section, and posted speed.

The following assumption(s) are related to this task:

- City will provide current copies of all relevant traffic studies and City plans to CONTRACTOR.
- There will be three study intersections based on proximity to the Project:
  - Seltice Way and Northwest Boulevard
  - Seltice Way and Riverstone Road
  - Seltice Way and Atlas Road

***Deliverables: Included in Task 3***

**Task 3: Draft Traffic Mitigation Plan**

CONTRACTOR will evaluate the traffic impacts due to construction of the River's Edge PUD. The analysis will include studies of the intersection operations for the following scenarios:

- 2027 – No-Build (AM and PM Peak Hours)
- 2027 – Build Year (AM and PM Peak Hours)
- 2047 – 20 years beyond Build Year (AM and PM Peak Hours)

The number of trips generated by the modifications to the River's Edge PUD will be based on the approved Technical Memorandum for the PUD Modification<sup>1</sup>.

Trip distributions will be determined from the existing traffic counts. The added project traffic will then be superimposed on the future traffic volumes to determine the expected traffic operating conditions once the development is built and fully operational. CONTRACTOR will coordinate with the Kootenai Metropolitan Planning Organization (KMPO) to obtain the regional travel demand model's base and forecast model volumes for the project area. Future forecast volumes will be post-processed using NCHRP 765 methodology.

Street facilities and intersections that fall below minimum acceptable thresholds will be identified for future mitigation measures. Typical mitigation measures can include traffic control strategies, signal timing adjustments, intersection or roadway widening, and access management techniques. Transportation performance will be compared to City and State of Idaho operational standards.

The following assumption(s) are related to this task:

- No microsimulation or queuing analysis using SimTraffic or VISSIM will be required.

***Deliverables: Draft Traffic Mitigation Plan***

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<sup>1</sup> PUD Modification – LOS Analysis, Whipple Consulting Engineers, November 1, 2022.

#### **Task 4: Comment Review and Final Traffic Mitigation Plan**

CONTRACTOR anticipates a comment review meeting will be held virtually or in-person. CONTRACTOR will compile City comments into a comment response log and incorporate changes to the Traffic Mitigation Plan. The final version of the Traffic Mitigation Plan and the final comment response log will be submitted to the City.

The following assumption(s) are related to this task:

- There will be one round of comment review and response.
- There will be one virtual or in-person meeting to discuss comments on the draft Traffic Mitigation Plan.

***Deliverables: Comment Response Log, Final Traffic Mitigation Plan***

#### **Task 5: QA/QC Plan**

CONTRACTOR will implement internal QA/QC procedures as outlined in the Project Quality Plan (PQP). Each major deliverable will undergo both a technical-level and senior-level quality control (QC) review. A general outline of CONTRACTOR's quality management process is as follows:

- Technical QC and Comment Resolution
- Senior QC and Comment Resolution
- Final PM Review

**ATTACHMENT B**

**DETAILED ESTIMATE AND FEE SCHEDULES  
RIVER'S EDGE TRAFFIC MITIGATION PLAN**



Project: River's Edge Traffic Mitigation Plan Client: City of Coeur d'Alene Project or Contract #: 6/23/2025							Prepared By: D. Vernon Reviewed By: A. Miles	
Summary								
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals	
			Hours	Cost				
Phase 1: Traffic Mitigation Plan	1	Project Management	14	\$ 2,630.00	\$ -	\$ -	\$ 2,630.00	
	2	Existing Conditions Analysis	10	\$ 1,500.00	\$ 1,600.00	\$ -	\$ 3,100.00	
	3	Draft Traffic Mitigation Plan	88	\$ 13,520.00	\$ -	\$ -	\$ 13,520.00	
	4	Comment Review and Final Traffic Mitigation Plan	38	\$ 6,040.00	\$ -	\$ -	\$ 6,040.00	
	5	QA/QC Plan	12	\$ 2,340.00	\$ -	\$ -	\$ 2,340.00	
<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other			Subtotal	162	\$ 26,030.00	\$ 1,600.00	\$ -	\$ 27,630.00
TOTAL			162	\$ 26,030.00	\$ 1,600.00	\$ -	\$ 27,630.00	

# City of Coeur d'Alene

## FIRE DEPARTMENT

*"City of Excellence"*

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### Staff Report

**Date:** 8-5-25

**From:** Lucas Pichette, Deputy Chief

**Re:** Purchase agreements with Hughes Fire Equipment Inc.

**DECISION POINT:** Should the City Council approve the purchase agreements with Hughes Fire Equipment?

**HISTORY:** In accordance with the G.O. Bond, these two purchase agreements allow the Fire Department to enter into pre-payment arrangements with Hughes Fire Equipment Inc. for four fire engines and one ladder truck. It was essential to execute these agreements promptly, since build times—now estimated at 38 to 40 months—only begin once the agreements are finalized.

#### **FINANCIAL ANALYSIS:**

**Purchase agreement one.** It is \$1,981,350 (Ladder Truck). This agreement has a \$205,078 discount on pre-payment. In total \$247,658 in discounts.

**Purchase agreement two.** It is \$4,240,072 (4 Fire Engines). This agreement has a \$333,816 discount on pre-payment. In total, \$454,890 in total discounts.

In addition, Hughes Fire had a 1% post August increase that they are waiving for these agreements.

To clarify how these purchase agreements will work:

If/when the Council approves, we will be invoiced approximately August 15<sup>th</sup> and 30 days after that pre-payment will be due of the combined purchase agreements-\$6,221,422.00.

Our Finance Director has reviewed the options surrounding these agreements and found the choice of pre-payment to be in the City's best interests.

**Scenario: Do not pre-pay and earn interest on funds**

Total Principal	6,935,453.00
Interest rate allowable (no arbitrage)	3.15%
# months of investment	38
Monthly Interest	\$18,205.56
<b>Total allowable interest earnings possible</b>	<b>691,811.44</b>

**Scenario: Pre-pay for apparatuses and receive discount**

Original Price	6,935,453.00
<b>Pre-pay discount savings</b>	<b>(713,959.00)</b>

The savings when we pre-pay slightly exceeds the allowable interest we can earn on the funds while we wait for the completion of the equipment. Due to arbitrage laws, any additional interest earned over this total must be sent to the IRS.

**PERFORMANCE ANALYSIS:** As you all know we purchased one engine prior to this request, that engine should be at our department on Monday afternoon and will allow for a more dependable fleet until these apparatuses are delivered. As stated above, these agreements will start our 38-40 month build time for each apparatus.

**DECISION POINT/RECOMMENDATION:** City Council should approve the purchase agreements 1 Ladder Truck and 4 Fire Engines from Hughes Fire Equipment Inc. for a total of \$6,221,422.00.



July 16, 2025

Coeur d Alene Fire Department, ID  
Four (4) Enforcer HDR Pumper AS941  
Build Location: Appleton, WI

Proposal Price	\$4,694,962.00
Less chassis progress payment discount	(73,964.00)
Less payment upon completion @ factory discount	(47,110.00)
Less 100% pre-payment discount	(333,816.00)
Total including all pre-pay discounts	\$4,240,072.00

#### Terms:

**Price Expiration:** The above pricing is valid until August 21, 2025.

**Future Changes:** Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and in any such event any resulting cost increases incurred to comply will be added to the Purchase Price to be paid by the Customer and documented on a Change Order.

**Component Price Volatility:** Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract or purchase order. Any price increase major components of the product will be passed through to the Customer and will be documented on a Change Order. Due to the uncertainty of the current Tariff situation, an adjustment to the above quoted price may be required prior to the listed expiration date.

**Multiple Unit Pricing:** Multiple unit pricing is based on the apparatus being purchased, manufactured and delivered at the same time. If apparatus are not ordered, manufactured and delivered at the same time, revised pricing will be required.

**Delivery:** As currently configured, the unit qualifies for the Build My Pierce (BMP) program. The BMP program offers expedited delivery. As long as the unit stays within the BMP program, the expected delivery is 31 to 36 months. All changes to the apparatus will be communicated to the customer. If the changes made disqualify the unit for the BMP program, delivery will be extended and a price increase will be required. The current standard delivery time is 49 to 54 months.

#### Payment Terms:

**a. If pre-payment discount options are elected, the following terms will apply:**

**i. Chassis Progress Payment Discount:** The chassis progress payment in the amount of **\$2,465,456.00** will be due **three (3)** months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.

**ii. Payment Upon Completion at Factory Discount:** If elected final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

**iii. 100% Pre-Payment Discount:** If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory.

**b. If pre-payment discount options are not elected standard payment terms will apply:** Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

**c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.**

**Change Orders:** Changes processed after order placement will be processed per the following structure; deductions will be based on the option price at time of order placement, additions will be based on current pricing levels at time of change request.

**Consortium Purchase:** The proposal is based on the apparatus being purchased through Sourcwell utilizing Contract No. 113021-OKC-1 valid until 2/10/2026. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

**Performance Bond:** A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **\$13,649.00** may be deducted from the purchase price.

**Transportation:** Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **\$38,800.00** may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.



**Inspection Trips:** One (1) factory inspection trip for **three (3)** customer representatives and **one (1)** inspection trip for **four (4)** customer representatives is included in the above pricing. The inspection trip will be scheduled at a time mutually agreed upon between the manufacturer's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trip. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the customer. If the customer elects to forgo an inspection trip **\$2,400.00** per traveler (per trip) will be deducted from the final invoice.

**Cancellation:** Cancellation requests after order submission may be subject to cancellation fees.

**Acceptance of Proposal:**

- a. If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature.
  - b. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance.
    - i. Purchase orders must be addressed to Hughes Fire Equipment, Inc., 910 Shelley Street, Springfield, Oregon 97477.
    - ii. Purchase order must reference **"Four (4) Enforcer HDR Pumper AS941 dated 07/16/2025."**
    - iii. Purchase order must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**
    - iv. Purchased order should reference, **"Purchased utilizing Sourcewell Contract No. 113021-OKC-1."**
    - v. Purchase orders must be signed and dated by authorized personnel.
- 

By signing below you agree to purchase the above apparatus.

**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PO # (if applicable):** \_\_\_\_\_

*Proudly serving you, while you serve your communities since 1987*



July 16, 2025

Coeur d'Alene Fire Department, ID  
One (1) Enforcer 100' Ascendant Aerial Tower  
Build Location: Appleton, WI

Proposal Price	\$2,240,419.00
Less chassis progress payment discount	(20,098.00)
Less aerial device progress payment discount	(11,411.00)
Less payment upon completion @ factory discount	(22,482.00)
Less 100% pre-payment discount	(205,078.00)
Total including all pre-pay discounts	\$1,981,350.00

#### Terms:

**Price Expiration:** The above pricing is valid until August 21, 2025.

**Future Changes:** Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and in any such event any resulting cost increases incurred to comply will be added to the Purchase Price to be paid by the Customer and documented on a Change Order.

**Component Price Volatility:** Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract or purchase order. Any price increase major components of the product will be passed through to the Customer and will be documented on a Change Order. Due to the uncertainty of the current Tariff situation, an adjustment to the above quoted price may be required prior to the listed expiration date.

**Delivery:** As currently configured, the unit qualifies for the Build My Pierce (BMP) program. The BMP program offers expedited delivery. As long as the unit stays within the BMP program, the expected delivery is 40 to 45 months. All changes to the apparatus will be communicated to the customer. If the changes made disqualify the unit for the BMP program, delivery will be extended and a price increase will be required. The current standard delivery time is 46.5 to 51.5 months.

#### Payment Terms:

**a. If pre-payment discount options are elected, the following terms will apply:**

**i. Chassis Progress Payment Discount:** The chassis progress payment in the amount of **\$669,928.00** will be due **three (3)** months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.

**ii. Aerial Device Progress Payment Discount:** The aerial device payment in the amount of **\$570,564.00** will be due **two (2)** months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the aerial device due date. If payment is not made when due the discount total will be added back to the final invoice.

**iii. Payment Upon Completion at Factory Discount:** If elected, final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

**iv. 100% Pre-Payment Discount:** If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, aerial device progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory.

**b. If pre-payment discount options are not elected standard payment terms will apply:** Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

**c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.**

**Change Orders:** Changes processed after order placement will be processed per the following structure; deductions will be based on the option price at time of order placement, additions will be based on current pricing levels at time of change request.

**Consortium Purchase:** The proposal is based on the apparatus being purchased through Sourcwell utilizing Contract No. 113021-OKC-1 valid until 2/10/2026. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

**Performance Bond:** A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **\$6,377.00** may be deducted from the purchase price.

**Transportation:** Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **\$11,000.00** may be deducted from the purchase price. if this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

**Inspection Trips:** Two (2) factory inspection trips for three (3) customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the customer. If the customer elects to forgo an inspection trip **\$2,400.00** per traveler (per trip) will be deducted from the final invoice.

**Cancellation:** Cancellation requests after order submission may be subject to cancellation fees.

**Acceptance of Proposal:**

- a. If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature.
  - b. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance.
    - i. Purchase orders must be addressed to Hughes Fire Equipment, Inc., 910 Shelley Street, Springfield, Oregon 97477.
    - ii. Purchase order must reference **"One (1) Enforcer 100' Ascendant Aerial Tower AS942 dated 07/16/2025."**
    - iii. Purchase order must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**
    - iv. Purchased order should reference, **"Purchased utilizing Sourcewell Contract No. 113021-OKC-1."**
    - v. Purchase orders must be signed and dated by authorized personnel.
- 

By signing below you agree to purchase the above apparatus.

**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PO # (if applicable):** \_\_\_\_\_

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RESOLUTION NO. 25-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE OF ONE LADDER TRUCK IN THE AMOUNT OF \$1,981,350.00, AND FOUR FIRE ENGINES IN THE AMOUNT OF \$4,240,072.00, FROM HUGHES FIRE EQUIPMENT, INC., FOR A TOTAL COST OF \$6,221,422.00 FOR THE FIRE DEPARTMENT.

WHEREAS, the Deputy Chief of the City of Coeur d'Alene Fire Department has recommended that the City of Coeur d'Alene approve the purchase of one (1) Ladder Truck in the amount of One Million Nine Hundred Eighty-One Thousand Three Hundred Fifty and no/100 Dollars (\$1,981,350.00) and four (4) Fire Engines in the amount of Four Million Two Hundred Forty Thousand Seventy-Two and no/100 Dollars (\$4,240,072.00) from Hughes Fire Equipment Inc., for a total amount of Six Million Two Hundred Twenty-One Thousand, Four Hundred Twenty-Two and no/100 (\$6,221,422.00), for the Fire Department, per the attached Exhibits "A" & "B" and incorporated herein by reference; and

WHEREAS, it is in the best interests of the City to purchase one (1) Ladder Truck and four (4) Fire Engines from Hughes Fire Equipment Inc.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the purchase of one (1) Ladder Truck in the amount of One Million Nine Hundred Eighty-One Thousand Three Hundred Fifty and no/100 Dollars (\$1,981,350.00) and four (4) Fire Engines in the amount of Four Million Two Hundred Forty Thousand Seventy-Two and no/100 Dollars (\$4,240,072.00) from Hughes Fire Equipment Inc., for a total amount of Six Million Two Hundred Twenty-One Thousand, Four Hundred Twenty-Two and no/100 (\$6,221,422.00), for the Fire Department, per the attached Exhibits "A" & "B" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify the purchase agreements to the extent the substantive provisions of the agreements remain intact.

BE IT FURTHER RESOLVED that funding for these purchases shall be from the proceeds of the sale of the General Obligation Bonds, Series 2025, approved at an election on May 20, 2025.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be directed to take such steps necessary to effect said purchase on behalf of the City.

DATED this 5<sup>th</sup> day of August, 2025.

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Woody McEvers, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER GOOKIN Voted

was absent. Motion .

## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Hughes Fire Equipment Inc. ("Company"), and City of Coeur d'Alene, a Municipality ("Customer") is effective as of the date specified in Section 3 hereof.

### 1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$1,981,350.00 ("Purchase Price"). Prices are in U.S. funds. A credit card convenience fee will be added to the purchase price if the Customer elects to make purchase of the Product in whole, or in part, using a credit card. The cost of the convenience fee will be determined prior to processing credit card.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pricing for option changes that result in a deduction will be based on the option price at the time of order placement. Pricing for additions will be based on the pricing level at the time of the change request. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 40 to 45 months of the Effective Date of this Agreement, F.O.B. Customer's facility in Coeur d'Alene, Idaho. Risk of loss shall pass to Customer upon

Delivery. Delivery of Product is subject to change pending manufacture's delivery schedule at time of order placement. Notification of change will be sent to Customer's address specified in Section 9 hereof. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company

Hughes Fire Equipment Inc.

910 Shelley Street

Springfield, Oregon 97477

Customer

City of Coeur d'Alene

710 E. Mullan Ave

Coeur d'Alene, Idaho 83814

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Persistent Inflationary Environment. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

12. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

13. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

14. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

15. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

18. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Federally Funded Purchases. Company is registered with SAM.gov, is in good standing for purchases utilizing federal funds, and has no past, pending, or threatened ligation that would impact its ability to fulfill the obligations committed herein.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

**COMPANY: Hughes Fire Equipment Inc.**

**CUSTOMER: City of Coeur d'Alene**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



EXHIBIT A

**PURCHASE DETAIL FORM**  
**Hughes Fire Equipment Inc.**

Date: \_\_\_\_\_

Customer Name: City of Coeur d'Alene

Quantity	Chassis / Body Type – Description	Price per Unit
One (1)	Pierce Enforcer 100' Ascendant Aerial Tower AS942	\$2,240,419.00
Less	Chassis progress payment discount	(20,098.00)
Less	Aerial device progress payment discount	(11,411.00)
Less	Payment upon completion at factory discount	(22,482.00)
Less	100% prepayment with contract discount	(205,078.00)
	<b>TOTAL</b>	<b>\$1,981,350.00</b>

Warranty Period: Standard per HFE Proposal AS942 submitted on July 16, 2025

Training Requirements: Standard per HFE Proposal AS942 submitted on July 16, 2025

Other Matters: (a) A performance bond will be provided after order placement. (b) Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. (c) Purchased utilizing Sourcewell contract no. 113021-OKC-1.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: A 100% prepayment in the amount of \$1,981,350.00 is due within 30 days of contract execution, an invoice will be provided. If payment is not made at this time \$259,069.00, or a portion thereof, will be added to the final invoice. Final payment, including any changes made during the manufacturing process, is due upon completion of the apparatus at the factory and prior to the apparatus leaving the factory for delivery.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF \_\_\_\_\_, 2025 BETWEEN COMPANY AND CITY OF COEUR D'ALENE WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B  
**WARRANTY**

STANDARD PER HFE PROPOSAL AS942 SUBMITTED ON JULY 16, 2025

EXHIBIT C

**COMPANY PROPOSAL**

STANDARD PER HFE PROPOSAL AS942 SUBMITTED ON JULY 16, 2025

## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Hughes Fire Equipment Inc. ("Company"), and City of Coeur d'Alene, a Municipality ("Customer") is effective as of the date specified in Section 3 hereof.

### 1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$4,240,072.00 ("Purchase Price"). Prices are in U.S. funds. A credit card convenience fee will be added to the purchase price if the Customer elects to make purchase of the Product in whole, or in part, using a credit card. The cost of the convenience fee will be determined prior to processing credit card.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pricing for option changes that result in a deduction will be based on the option price at the time of order placement. Pricing for additions will be based on the pricing level at the time of the change request. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 31 to 36 months of the Effective Date of this Agreement, F.O.B. Customer's facility in Coeur d'Alene, Idaho. Risk of loss shall pass to Customer upon

Delivery. Delivery of Product is subject to change pending manufacture's delivery schedule at time of order placement. Notification of change will be sent to Customer's address specified in Section 9 hereof. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company

Hughes Fire Equipment Inc.

910 Shelley Street

Springfield, Oregon 97477

Customer

City of Coeur d'Alene

710 E. Mullan Ave

Coeur d'Alene, Idaho 83814

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Persistent Inflationary Environment. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

12. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

13. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

14. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

15. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

18. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Federally Funded Purchases. Company is registered with SAM.gov, is in good standing for purchases utilizing federal funds, and has no past, pending, or threatened ligation that would impact its ability to fulfill the obligations committed herein.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

**COMPANY: Hughes Fire Equipment Inc.**

**CUSTOMER: City of Coeur d'Alene**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

EXHIBIT A

**PURCHASE DETAIL FORM**  
**Hughes Fire Equipment Inc.**

Date: \_\_\_\_\_

Customer Name: City of Coeur d'Alene

Quantity	Chassis / Body Type – Description	Price Total
Four (4)	Pierce Enforcer HDR Pumpers AS941	\$4,694,962.00
Less	Chassis progress payment discount	(73,964.00)
Less	Payment upon completion at factory discount	(47,110.00)
Less	100% prepayment with contract discount	(333,816.00)
	<b>TOTAL</b>	<b>\$4,240,072.00</b>

Warranty Period: Standard per HFE Proposal AS941 submitted on July 16, 2025

Training Requirements: Standard per HFE Proposal AS941 submitted on July 16, 2025

Other Matters: (a) A performance bond will be provided after order placement. (b) Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. (c) Purchased utilizing Sourcewell contract no. 113021-OKC-1.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: A 100% prepayment in the amount of \$4,240,072.00 is due within 30 days of contract execution, an invoice will be provided. If payment is not made at this time \$454,890.00, or a portion thereof, will be added to the final invoice. Final payment, including any changes made during the manufacturing process, is due upon completion of the apparatus at the factory and prior to the apparatus leaving the factory for delivery.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF \_\_\_\_\_, 2025 BETWEEN COMPANY AND CITY OF COEUR D'ALENE WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B  
**WARRANTY**

STANDARD PER HFE PROPOSAL AS941 SUBMITTED ON JULY 16, 2025



EXHIBIT C

**COMPANY PROPOSAL**

STANDARD PER HFE PROPOSAL AS941 SUBMITTED ON JULY 16, 2025

## **CITY COUNCIL STAFF REPORT**

**DATE:** August 5, 2025

**FROM:** Mike Becker, Capital Programs Manager, WW Department

**SUBJECT:** Amendment No. 5 to Solids Building Improvements Contract with HDR Engineering, Inc.

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### **DECISION POINT:**

Should City Council approve Amendment No. 5 to the City's existing Professional Services Agreement (PSA) with HDR Engineering, Inc., for additional Professional Services associated with the Solids Building Improvements Project?

### **HISTORY:**

Wastewater Treatment Facility Projects are typically long and progressive projects. Understanding that the facility must remain operational at all times, HDR Engineering, Inc. was hired to assist the city from conceptual design, through construction, and eventually to the project close-out of the Solids Building Improvements Project.

On August 18, 2020, the city executed a PSA (Res. 20-045) for HDR's preliminary engineering design. This was for the prequalification of manufacturers and the procurement of a new centrifuge.

On December 13, 2021, the city executed PSA Amendment #1 (Res. 21-074) for HDR's final engineering and design of the centrate tank cover, odor control, centrate pumping, centrifuge controls and electrical.

On June 27, 2022, the city executed PSA Amendment #2 (Res. 22-029) for the solids building expansion, larger biosolids loadout, conveyors and a second floor for future dewatering equipment. It also included prequalifying General Contractors and on May 2, 2023, the city awarded and secured an agreement with Apollo, Inc., to construct this project

On June 6, 2023, the city executed PSA Amendment #3 (Res. 23-042) for HDR's Professional Services for the bidding, construction management and engineering oversight of the entire project.

On October 15, 2024, the city executed PSA Amendment #4 (Res. 24-082) for HDR's Professional Services for Additional Engineering and Construction Phase Services resulting from a winter shut down and additional work for change proposal requests and work change directives.

**FINANCIAL ANALYSIS:**

PSA Amendment #5 is presented for HDR's additional programming and system integration work related to the project following the hack recovery, second commissioning of the centrifuge, enhanced conveyor controls, and electrical overload configuration of the motor control center.

A summary of tasks and costs completed to date are presented in Grey in the below table. Costs for this PSA Amendment #5 is shown below in Red.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>COSTS</b>
100	Project Management	\$21,908
200	Regulatory Liaison, Permits, and Approvals	\$1,472
300	Concepts Development and Evaluation	\$36,580
400	Core & Preliminary Design	\$155,296
500.A1	Additional Project Elements & Final Design Development (Management Reserve)	\$117,093
500.A2	Onsite Lidar Scanning (Survey)	\$6,004.21
500.A2	Solids Building Expansion	\$42,356.93
600	Final Contract Documents	\$14,323
600.A3	Final Contract (Conform) Documents (Additional)	\$29,800
700	Solids Building Improvements and Centrifuge Installation	\$3,206
	Bidding Administration	
700.A2	Contractor Prequalification Evaluation	\$2,402.43
700.A3	Bidding Administration	\$15,000
800	Construction Phase Services	\$299,820
	Additional Construction Phase Services	\$184,275
900	Construction Phase Field Services	\$533,166
	Additional Construction Phase Field Services	\$168,649
	<b>Additional Programming Work</b>	<b>\$48,409.79</b>
1000	Post Construction and Close-out Services	\$121,544

**PSA Total:** **\$232,785.00**

**PSA Amendment #1 Total:** **\$117,093.00**

**PSA Amendment #2 Total:** **\$50,763.57**

**PSA Amendment #3 Total:** **\$999,330.00**

**PSA Amendment #4 Total:** **\$352,924.00**

**PSA Amendment #5 Total:** **\$48,409.79**

**Total PSA with Amendments:**  
**\$1,752,895.57****\$1,801,305.36**

In conformance with the Wastewater Facility Plan, the Solids Building Improvement Project which started in 2020, is a planned multi-year project that is budgeted for completion during 2024/2025 Fiscal Year. Besides replacing obsolete and worn-out equipment, this project

combines several other smaller wastewater projects that also increases the facility's solids dewatering capacity. A copy of HDR's Exhibit A amended scope and Compensation is attached for your review.

**PERFORMANCE ANALYSIS:**

This amendment is a continuation of the ongoing Solids Handling Improvements Project PSA with HDR. Subsequent amendments are in accordance with Idaho Code § 67-2320(4) that allows for the City to negotiate a new professional services contract for an associated or a phased project.

**DECISION POINT/RECOMMENDATION:**

City Council should approve Amendment No. 5 to the existing Professional Services Agreement (PSA) with HDR Engineering, Inc., for the additional programming work associated with the Solids Building Improvements Project in the amount of \$48,409.79.

RESOLUTION NO. 25-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., IN THE AMOUNT OF FORTY-EIGHT THOUSAND FOUR HUNDRED NINE AND NO/100 DOLLARS (\$48,409.79), FOR ADDITIONAL PROGRAMMING WORK ASSOCIATED WITH THE SOLIDS HANDLING IMPROVEMENTS PROJECT.

WHEREAS, pursuant to Resolution No. 20-045 adopted on the 18<sup>th</sup> day of August, 2020, the City of Coeur d'Alene entered into a Professional Services Agreement ("PSA") with HDR Engineering, Inc., for preliminary engineering design to replace the treatment facility's biosolids dewatering unit; and

WHEREAS, the PSA was intended to be amended for phases subsequent to the design phase as costs became capable of determination; and

WHEREAS, the PSA has previously been amended four times, pursuant to Resolution Nos. 21-074, 22-029, 23-042 and 24-082, to cover final engineering and design of additional project elements, for the engineering and architectural design of the solids building expansion, and for bidding, construction management services, and project oversight; and

WHERE, a further amendment is required for additional programming work; and

WHEREAS, Mike Becker, Capital Program Manager for the Wastewater Department, is recommending approval of Amendment No. 5 to the PSA in the amount of Forty-eight Thousand Four Hundred Nine and 79/100 Dollars (\$48,409.79), a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that Amendment No. 5 be approved.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby approves Amendment No. 5 to the Professional Services Agreement with HDR Engineering, Inc., in the amount of Forty-eight Thousand Four Hundred Nine and 79/100 Dollars (\$48,409.79) for Professional Services in the form of additional programming work associated with the Solids Handling Improvements Project, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Amendment provided that the substantive provisions of the Amendment remain intact.

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

DATED this 5<sup>th</sup> day of August, 2025.

\_\_\_\_\_  
Woody McEvers, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

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

ROLL CALL:

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

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

**AMENDMENT NO. 5**  
**to**  
**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**CITY OF COEUR D’ALENE and HDR ENGINEERING, INC.**  
**For**  
**SOLID HANDLING IMPROVEMENTS PROJECT**

This Amendment to the Professional Services Agreement is made and entered into the 5<sup>th</sup> day of August, 2025, between the City of Coeur d’Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “City,” and HDR Engineering, Inc., a Nebraska corporation, with its principal place of business at 412 E. Parkcenter Blvd., Suite 100, Boise, Idaho 83706, hereinafter referred to as the “Consultant,” pursuant to the terms and conditions as set forth herein.

**W I T N E S S E T H:**

WHEREAS, the Consultant is available and is willing to provide personnel and services to prepare the final design elements, cost estimates, construction sequencing, plans and specifications, additional shop drawings, technical submittals, and additional programming work for the Solids Handling Improvements Project as described herein within Amendment No. 5, and

WHEREAS, Section 10 of the Professional Services Agreement allows for modifications to the scope of services to be provided by the Consultant for additional reasonable compensation.

NOW, THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Consultant agree that the Professional Services Agreement entered into on the 18<sup>th</sup> day of August, 2020, and Amendment No. 1 – November 15, 2021, and Amendment No. 2 – July 5, 2022, and Amendment No. 3 – June 6, 2023, and No. 4 – October 15, 2024 shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to include the scope of services for “Out of Scope” Work, schedule, and compensation as described in Exhibit “A” hereto, entitled: Solids Handling Improvements Project at the Coeur d’Alene Advanced Wastewater Treatment Facility (AWTF) for the City of Coeur d’Alene, Idaho, Scope of Services, Schedule, and Compensation, Modified for Amendment No. 05 – June 27, 2025.

Section 2. Compensation

For services described in this Amendment, the Consultant’s total compensation for professional services, including labor and overhead costs and expenses, sub-consultant compensation, and sub-consultant mark-up, shall be Forty-eight Thousand Four Hundred Nine and

79/100 Dollars (\$48,409.79). This brings the total compensation under the Professional Services Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 to One Million Eight Hundred One Thousand Three Hundred Five and 36/100 Dollars (\$1,801,305.36) for the Solids Handling Improvements Project.

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

---

Woody McEvers, Mayor

---

Kate Eldridge, Vice President

ATTEST:

ATTEST:

---

Renata McLeod, City Clerk

---

Zelma Z. Miller, Department Accountant



## **Amendment No. 5**

### **EXHIBIT A**

#### **SOLIDS HANDLING IMPROVEMENTS PROJECT AT THE COEUR D'ALENE ADVANCED WASTEWATER TREATMENT FACILITY (AWTF)**

#### **FOR THE**

#### **CITY OF COEUR D'ALENE, IDAHO**

#### **SCOPE OF SERVICES, SCHEDULE, AND COMPENSATION**

#### **ORIGINAL CONTRACT – AUGUST 18, 2020**

#### **MODIFIED FOR AMENDMENT 01 – NOVEMBER 15, 2021**

#### **MODIFIED FOR AMENDMENT 02 – JUNE 3, 2022**

#### **MODIFIED FOR AMENDMENT 03 – JUNE 6, 2023**

#### **MODIFIED FOR AMENDMENT 04 – AUGUST 30, 2024**

#### **MODIFIED FOR AMENDMENT 05 – AUGUST 5, 2025**

#### **ADDITIONAL PROGRAMMING WORK**

### **Introduction – Scope of Services**

The Scope of Services is for HDR Engineering, Inc. ("HDR") to provide preliminary engineering design, detailed design, bidding, and construction services to the City of Coeur d'Alene, Idaho ("CITY") related to improvements to the solids handling system at the Coeur d'Alene Advanced Wastewater Treatment Facility (AWTF). Currently, the City operates a single centrifuge with a belt filter press as a standby dewatering unit. The improvements will include the replacement of the existing belt filter press with a new dewatering centrifuge, manufacturer control panel and associated polymer and odor control equipment, as well as planning for other Solids Handling Building improvements that may, or may not, be implemented in conjunction with provision of the new dewatering equipment depending upon decision making in the course of project development.

The scope of services identified below is based on the 2019 partial condition assessment of the wastewater treatment plant that was completed as an initial step of the 2018 Wastewater Treatment Facility Plan Update, the 2018 Wastewater Treatment Facility Plan Update, the January 2018 Evaluation of Solids Handling Facilities conducted at the partial condition assessment, and discussions with the City Management and Operations Staff.

The project is further defined as facilities to replace the existing belt press and associated system components with a new high solids dewatering centrifuge system including new

emulsion polymer feed from the City's new emulsion polymer feed system. It is anticipated that these facilities will generally include the following:

- Core Project Item— Demolition of the existing belt press, solids feed, and polymer feed in the existing belt press area of the Dewatering Room on the upper level of the Solids Handling Building.
- Core Project Item— Installation of one (1) new City pre-qualified and pre-purchased centrifuge.
- Core Project Item— Installation of new electrical and control equipment in a new conditioned area of the electrical room, or if additional space is needed an extension of the electrical room or use of the existing dry polymer (aging tank) storage room.
- Core Project Item— Connection of exhaust air from the centrifuge and liquid/solids discharges to the existing odor control and ventilation system.
- Core Project Item— Connection of the new dewatering equipment to the existing emulsion polymer feed system.
- Core Project Item – Evaluation of the electrical and structural requirements for the condition when both centrifuges are running simultaneously in parallel.
- Management Reserve Item— Evaluation of additional building space to allow for a larger electrical room on the upper level of the Solids Handling Building and addition of emulsion polymer storage. The building addition and storage facilities will be an additive item to the centrifuge purchase and installation project.
- Management Reserve Item – Design of additional odor control collection and treatment to support the Solids Handling Building addition and solids loadout facilities.
- Management Reserve Item - Additional assistance with the procurement of the centrifuge, including coordination with the City and centrifuge manufacturers on equipment testing requirements. Review, scoring, and responding to qualification statements, bench scale testing reports, and bid proposals from centrifuge manufacturers. Held discussions and provided recommendation information for selection of centrifuge equipment.
- Management Reserve Item - Additional services associated with the centrifuge pre-construction services including review City pre-purchased centrifuge mechanical and electrical shop drawings for compliance with the requirements of the procurement documents. Up to 2 resubmittals for each submittal is assumed, distribute reviewed submittals to the City and centrifuge manufacturer, evaluate and respond to up to three (3) RFIs from the centrifuge manufacturer.
- Management Reserve Item - Evaluation of modifications to the existing solids loadout room to include a full enclosure of the loadout facility to enable odor control for this area.

- Management Reserve Item - Evaluation of odor control alternatives for the centrate storage tank and selection of the preferred alternative for potential addition of odor control for the facility.
- Management Reserve Item - Evaluation of the Solids Handling Building odor control facilities alternatives, including the solids loadout and centrate storage, for adding odor control to the new and existing systems at the Solids Handling Building as an additive item to the centrifuge purchase and installation project.
- Management Reserve Item – Onsite Lidar Scanning of Centrate Storage Tank and Solids Handling Building and post-processing of data as further described below.
- Management Reserve Item – Additional Design for Solids Building Expansion to house future dewatering equipment as further described below.
- Contractor Pre-Qualification Evaluation as further described below.
- Additional Design Item via Addendum – Design of new Odor Control Fan for Digester 5 overflow box, associated ductwork, electrical components, and necessary demolition.

## **Assumptions**

The Scope of Services for design and bidding services is based on the following assumptions:

- The design and bidding services are based on the preparation of one (1) construction pre-qualification package, one (1) centrifuge pre-qualification package, one (1) pre-purchase package for procurement of a single centrifuge via pre-procurement and one (1) construction installation package for removal of the existing belt filter press in the Solids Handling Building upper level and installation of the City-supplied centrifuge system in the same location as the demolished belt filter press.
- The results from the Concepts Development and Evaluation Task Series 300 may result in changes to the scope and fee necessary if the Project scope changes.
- HDR standard AutoDesk CADD format and 6-digit specifications standards will be used for drawings and technical specifications.
- The City's standard Agreement and HDR developed pre-qualification and bidding documents will be utilized for this project. HDR will assist in the development of these documents.
- HDR's Master Specification system will be used for all technical specification sections.
- The centrifuge pre-purchase will be expedited on a fast-track basis immediately following the completion of the Concepts Development and Evaluation Task.
- A preliminary structural analysis of the Solids Handling Building will be completed to determine whether the new centrifuge will require additional structural modifications. A

more thorough analysis will be completed as part of the detailed design scope. This scope assumes the detailed analysis will confirm no significant issues will be associated with the installation of the centrifuge.

- A preliminary electrical evaluation will be conducted to determine whether the new centrifuge equipment can be connected to the existing electrical service equipment at the Solids Handling Building. A new Centrifuge switchboard and Control Panel will be added on the upper level either in a new electrical room addition or existing electrical room.
- The new centrifuge equipment will be provided with a vendor-furnished PLC. A new City PLC will not be required. The City's existing SCADA system will communicate to the vendor-furnished PLC via a network connection.
- Notice of Award will be provided to the Contractor no later than May 4, 2023.
- Construction will occur from mid-June 2023 through mid-June 2024.

A summary list of the tasks and task descriptions are presented below.

- Task Series 100 – Project Management
- Task Series 200 – Regulatory Liaison, Permits, and Approvals
- Task Series 300 – Concepts Development and Evaluation
- Task Series 400 – Core Project Preliminary and Final Design
- Task Series 500 – Additional Project Elements Preliminary and Final Design (Management Reserve)
- Task Series 600 – Final Contract Documents
- Task Series 700 – Solids Building Improvements and Centrifuge Installation Bidding Administration
- Task Series 800 – Construction Phase Services
- Task Series 900 – Construction Phase Field Services
- Task 1000 – Commissioning and Close-out Services

## Scope of Services

### Task 900 - Construction Phase Field Services

#### ACTIVITY 901.3 PROGRAMMING AND SYSTEM INTEGRATION SERVICES

1. Reverse engineering LCP-7501 PLC program following the hack recovery. 125.5 hours reverse engineering the program verifying I/O, and getting annotations, tags, and comments into the program. 119 hours at Brandon Leever's billing rate of \$192.29 and 6.5 hours of David Zink's rate of \$180.51 equates to \$24,055.83.

2. GEA Second Startup Trip – HDR did not anticipate a second commissioning for GEA during original scope development. Our programmers prepared for the trip, were onsite for the GEA second startup, and coordinated updated centrifuge information. For the initial start-up the centrifuge was connected to a temporary power and control system as the MCC delivery was delayed. Programming changes based on connection to the permanent MCC resulted in 58.5 hours onsite and 8 hours of travel for a total of 66.5 total hours. 44 hours of Brandon Leever’s billing rate of \$192.29 and 22 hours of David Zink’s rate of \$180.51 equates to \$12,431.98.
3. WCD 18 – Added five I/O modules (80 I/O points) to the existing LCP-7501 which required configuration and programming for previously unplanned points. We did not provide programming and configuration for all 80 points, however, adjustments to this I/O map during construction necessitated 11 hours of additional programming. 11 hours of Brandon Leever’s billing rate of \$192.29 equates to \$2,115.19.
4. Simocode smart overload programming and configuration in the MCC. These devices are provided by the MCC supplier and electrical contractor. Section 40 16 13 1.3 and 1.4 C requires that all the overloads are programmed by the Vendor/Contractor just as they would be if they weren’t smart. Vendor/Contractor did not perform this work and HDR completed the work on short notice to help keep the project on schedule. 51 hours of Brandon Leever’s billing rate of \$192.29 equates to \$9,806.79.

## Compensation

Consultant’s total compensation for professional services provided pursuant to this amendment, including labor and overhead costs and expenses, sub-consultant compensation, sub-consultant mark-up, and Consultant’s additional fixed fee for services in Amendment No. 5 shall be **\$48,409.79** and the amended Total Fixed Fee shall be **\$1,801,305.36**

Total compensation for services in Amendment No. 5, shall be **\$48,409.79** and the total Agreement shall be amended not exceed **\$1,801,305.36** without written authorization by City.

## CITY COUNCIL STAFF REPORT

**DATE:** August 5, 2025

**FROM:** Ted Lantzy, Building Official; Hilary Paterson, Planning Director; Randy Adams, City Attorney

**SUBJECT:** Pool Code Amendments

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**DECISION POINT:** Should Council adopt amendments to Chapter 8.20 of the Coeur d’Alene Municipal Code concerning spa, hot tub, and swimming pool regulations?

**HISTORY:** In 1974, the City passed Ordinance No. 1379, establishing regulations regarding the safety of public, semipublic, and private swimming pools in Chapter 8.20 of the Coeur d’Alene Municipal Code. A minor amendment was made to M.C. § 8.20.010 in 2003, removing the words “of at least” from the phrase “surrounded by a fence of at least six feet (6') in height.” In 2006, M.C. § 8.20.060 was repealed. That section had provided: “Private swimming pools shall be located in the back half of the lot, provided that the distance from the front right of way line need not exceed seventy five feet (75’).” In all other respects, Chapter 8.20 has remained unchanged for the last fifty-one (51) years. In the meantime, the City has adopted the International Building Code, which now includes the International Swimming Pool and Spa Code. Provisions of the International Code conflict with the City Code. In some respects, the City Code is too restrictive and does not take into consideration modern technology.

Staff recommends several amendments to Chapter 8.20 in order to bring the City regulations in line with the International Code, and to provide more consistency and flexibility. First, the amendments make it clear that the regulations apply not just to swimming pools, but to spas and hot tubs, consistent with the International Code. Second, there are specific regulations in the International Code regarding the design and construction of fences and barriers which should be adopted by reference. Third, the proposed amendments require a self-latching device on all gates, and specifies the location of such a device. Fourth, the amendments requires compliance with the International Building Code for structures related to spas and pools. Fifth, § 8.20.040 is deleted as it is duplicative of § 8.20.020. Sixth, the amendments allow a lockable safety cover, compliance with ASTM standards, in lieu of a fence. Under the International Code, such covers provide a measure of protection equivalent to a fence and can be used when there is insufficient room for a fence with required setbacks surrounding a spa or pool. Finally, the amendments make it clear that the standards in the International Building and Mechanical Codes are applicable where not in conflict is Chapter 8.20.

**FINANCIAL ANALYSIS:** The amendments will not create additional cost to the City.

**PERFORMANCE ANALYSIS:** Amendments to Chapter 8.20 are overdue. The International Swimming Pool and Spa Code provides comprehensive guidance to ensure the safety of spas and

swimming pools without being unduly restrictive. Making the City Code consistent with the International Code is reasonable and based on practical considerations. Further, many properties in Coeur d'Alene that are being developed have insufficient space to erect a fence on all sides of a spa or pool at least five feet from the edge of the spa or pool as required by current Code. The City previously prohibited the use of a pool cover to substitute for a fence. However, technology has advanced to make a lockable pool cover, compliant with certain engineering standards, a safe alternative to fencing.

**DECISION POINT/RECOMMENDATION:** Council should adopt amendments to Chapter 8.20 of the Coeur d'Alene Municipal Code concerning spa, hot tub, and swimming pool regulations.



1

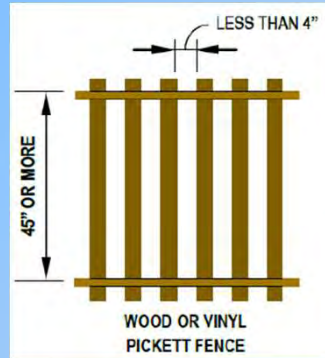
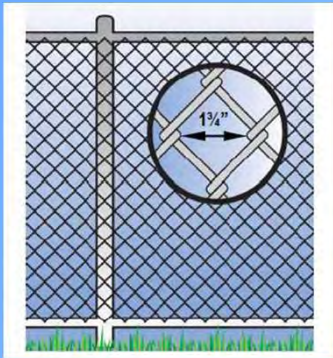
## Swimming Pool Code Amendments Municipal Code Chapter 8.20

The purpose of this amendment is to provide consistency between the City code and the adopted International Swimming Pool and Spa Code (ISPSC).



2



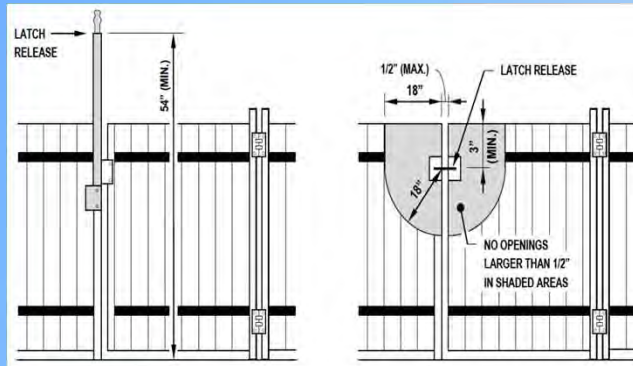


### **Section 8.20.010:**

- Add spas and hot tubs to City code to be consistent with the ISPSC.
- Clarification that fences must be constructed in accordance with the ISPSC.



3



### **Section 8.20.020:**

- Modify code for self-latching devices.
- Add language from the ISPSC for the location and protection of the gate latches.



4

### **Section 8.20.030:**

- Add language referencing the International Building Code for construction of pool related structures.



### **Section 8.20.040:**

- Delete this section as the requirements are addressed by other sections of this code.



5

### **Section 8.20.050:**

- Allow use of approved pool safety covers compliant with ASTM F1346 in lieu of the required barrier or fence.



6

### **Section 8.20.080:**

Amend section to clarify that items not specifically addressed by City Code are regulated under the adopted ISPSC as referenced by the International Building Code.

3109.1 General.

*The design and construction of swimming pools, spas and hot tubs shall comply with the International Swimming Pool and Spa Code.*



7

### **Recommendation:**

To approve amendments to Chapter 8.20 of the Municipal Code



8

# Questions?



ORDINANCE NO. \_\_\_\_  
COUNCIL BILL NO. 25-1014

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTIONS 8.20.010, 8.20.020, 8.20.030, AND 8.20.050 OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF SECTION 8.20.040 OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE ADOPTION OF A NEW SECTION OF THE COEUR D'ALENE MUNICIPAL CODE, § 8.20.080; 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 amendment be adopted.

NOW, THEREFORE,

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

**SECTION 1.** *That the Title of Chapter 8.20 of the Coeur d'Alene Municipal Code be amended as follows:*

CHAPTER 8.20  
SPAS, HOT TUBS, AND SWIMMING POOLS

**SECTION 2.** *That section 8.20.010 of the Coeur d'Alene Municipal Code be amended as follows:*

All public, semipublic, and private spas, hot tubs, and swimming pools located in the eCity capable of holding twenty-four inches (24") or more of water shall have the area in which the spa, hot tub, or swimming pool is located surrounded by a fence six feet (6') in height. No such fence ~~or building~~ shall be located within five feet (5') of the edge of the spa, hot tub, or swimming pool. Fences and any building used as a barrier shall be designed in accordance with the International Swimming Pool and Spa Code.

**SECTION 3.** *That section 8.20.020 of the Coeur d'Alene Municipal Code be amended as follows:*

Gates leading to public or semipublic swimming pools shall be securely fastened shut with a self-latching device when the pool is not in use by authorized persons or supervised by a qualified attendant. ~~Locks or latches shall be placed not less than four feet (4') above the ground. Where the release mechanism of the self-latching device is located less than fifty-four inches (54") (1,372 mm) from grade, the release mechanism shall be located on the pool or spa side of the gate not less than three inches (3") (76 mm) below the top of the gate. The gate and fence shall not have~~

openings greater than one-half inch (½") (12.7 mm) within eighteen inches (18") (457 mm) of the release mechanism.

**SECTION 4.** *That section 8.20.030 of the Coeur d'Alene Municipal Code be amended as follows:*

Structures housing filter or heating equipment or change houses shall be located in conformity with the regulations ~~pertaining to accessory buildings in the International Building Code.~~

**SECTION 5.** *That section 8.20.040 of the Coeur d'Alene Municipal Code be repealed-*

**SECTION 6.** *That section 8.20.050 of the Coeur d'Alene Municipal Code be amended as follows:*

**8.20.050: SAFETY OR POOL COVER NOT MAY SUBSTITUTE FOR REQUIRED FENCE:**

~~A cover which may be used to enclose or cover the swimming pool shall not qualify as a substitute for the required fence or as a means of providing minimum safeguards of the pool area. Where a spa or hot tub is equipped with a lockable safety cover complying with ASTM F1346, or a subsequently adopted standard, a fence shall not be required. Where a swimming pool is equipped with a powered safety cover complying with ASTM F1346, or a subsequently adopted standard, a fence shall not be required.~~

**SECTION 7.** *That a new section, 8.20.080, be added to the Coeur d'Alene Municipal Code as follows:*

**8.20.080: OTHER REQUIREMENTS:**

Except as provided in Chapter 8.20 of the Coeur d'Alene Municipal Code, the provisions of the International Building Code and International Mechanical Code, as adopted by the City of Coeur d'Alene, shall apply to swimming pools, spas, and hot tubs.

**SECTION 8.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 9.** 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 10.** 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 August 5, 2025.*

APPROVED, ADOPTED and SIGNED this 5<sup>th</sup> day of August, 2025.

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Woody McEvers, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

Amending Sections 8.20.010, 8.20.020, 8.20.030, and 8.20.050 of Chapter 8.20 of the Coeur d'Alene Municipal Code, Repealing Section 8.20.040 of the Coeur d'Alene Municipal Code, and Adding new section 8.20.080 to the Coeur d'Alene Municipal Code.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTIONS 8.20.010, 8.20.020, 8.20.030, AND 8.20.050 OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF SECTION 8.20.040 OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE ADOPTION OF A NEW SECTION OF THE COEUR D'ALENE MUNICIPAL CODE, § 8.20.080; 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.

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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 8.20.010, 8.20.020, 8.20.030, and 8.20.050 of Chapter 8.20 of the Coeur d'Alene Municipal Code, repealing Section 8.20.040 of the Coeur d'Alene Municipal Code, and adding new section 8.20.080 to the Coeur d'Alene 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 5<sup>th</sup> day of August, 2025.

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Randall R. Adams, City Attorney

**CITY COUNCIL  
STAFF REPORT**

**DATE:** AUGUST 5, 2025

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

**SUBJECT:** FISCAL YEAR 2025-26 FINANCIAL PLAN

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**DECISION POINT:**

To approve Resolution No 25-041, which sets the public hearing date and the high dollar amount (\$152,558,290) in expenditures for the 2025-2026 Fiscal Year Financial Plan (Annual Appropriation).

**HISTORY:**

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

**FINANCIAL ANALYSIS:**

The financial plan is an estimate of revenues and expenditures for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget document as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenue includes \$31,607,354 in property tax revenue – an increase of \$2,866,455 over the previous year. This increase includes the levy for the newly approved 2025 Fire Bond payment, estimated at \$2,150,000, new growth of \$301,775, a 3% increase over taxes levied this fiscal year of \$835,702, and recovering 1% of foregone taxes of \$291,148. This resolution is intended to serve as a “high water mark” for the budget, with the understanding that further budget development may result in a final amount that is lower, but not higher.

**DECISION POINT/RECOMMENDATION:**

To approve Resolution No 25-041, which sets the public hearing date and the high dollar amount (\$152,558,290) in expenditures for the 2025-2026 Fiscal Year Financial Plan (Annual Appropriation).

RESOLUTION NO. 25-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A NOTICE OF TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2025-2026, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES TO THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2025:

	<b>FY 2022-23 ACTUAL</b>	<b>FY 2023-24 ACTUAL</b>	<b>FY 2024-25 BUDGET</b>	<b>FY 2025-26 PROPOSED</b>
<b>GENERAL FUND EXPENDITURES:</b>				
Mayor and Council	\$251,389	\$273,374	\$288,967	\$290,693
Administration	232,113	243,146	252,276	259,678
Finance Department	1,364,261	1,596,374	1,774,867	1,913,676
Municipal Services	2,616,408	2,682,313	2,890,358	3,073,760
Human Resources	414,445	452,843	487,244	548,119
Legal Department	1,249,033	1,443,224	1,398,512	1,447,251
Planning Department	737,579	816,908	820,717	814,379
Building Maintenance	643,681	797,194	764,779	928,991
Police Department	19,461,389	22,410,485	25,790,291	21,465,567
Police Department Grants	6,855	198,227	247,275	567,456
Drug Task Force	193,574	3,550	-	-
Fire Department	13,600,383	13,668,200	14,490,604	15,043,792
General Government	1,931,159	670,399	38,800	70,810
Streets/Garage	6,481,604	9,159,631	6,679,213	7,265,993
Parks Department	2,900,732	2,852,593	3,035,131	3,258,893
Recreation Department	795,547	781,654	785,636	838,840
Building Inspection	1,087,602	1,040,123	1,088,306	1,180,047
<b>TOTAL GENERAL FUND EXPENDITURES:</b>	<b>\$53,967,754</b>	<b>\$59,090,238</b>	<b>\$60,832,976</b>	<b>\$58,967,945</b>

**SPECIAL REVENUE FUND EXPENDITURES:**

Library Fund	\$1,867,251	\$2,002,222	\$2,109,366	\$2,140,076
2025 Fire Bond	-	-	-	16,336,161
Community Development Block Grant	463,465	306,142	359,060	342,971
Impact Fee Fund	534,877	164,483	1,093,000	-
Parks Capital Improvements	1,261,006	673,960	751,100	781,100
Annexation Fee Fund	355,000	520,000	580,000	580,000
Cemetery Fund	333,295	361,313	358,098	366,420
Cemetery Perpetual Care Fund	84,399	4,639	19,500	19,700
Jewett House	61,812	198,110	31,120	33,115
Reforestation/Street Trees/Community Canopy	57,615	58,385	134,500	137,000
Public Art Funds	141,869	68,496	244,500	201,000
<b>TOTAL SPECIAL FUNDS:</b>	<b>\$5,160,589</b>	<b>\$4,357,752</b>	<b>\$5,680,243</b>	<b>\$20,937,543</b>

**ENTERPRISE FUND EXPENDITURES:**

Street Lighting Fund	\$704,745	\$794,409	\$801,000	\$883,820
Water Fund	11,583,831	11,599,008	13,187,728	16,451,232
Wastewater Fund	18,717,238	24,866,878	29,661,316	28,835,381
Water Cap Fee Fund	881,074	687,661	2,260,000	3,220,000
WWTP Cap Fees Fund	2,675,028	2,307,673	7,143,549	5,350,000
Sanitation Fund	5,260,890	5,465,978	5,469,062	5,625,198
City Parking Fund	1,705,750	1,818,901	1,788,091	1,834,020
Drainage	2,060,243	2,463,466	2,074,668	2,251,951
<b>TOTAL ENTERPRISE EXPENDITURES:</b>	<b>\$43,588,799</b>	<b>\$50,003,973</b>	<b>\$62,385,414</b>	<b>\$64,451,602</b>

FIDUCIARY FUNDS:	\$3,265,886	\$3,578,061	\$3,737,200	\$3,611,200
STREET CAPITAL PROJECTS FUNDS:	1,934,785	1,712,577	5,866,000	2,440,000
DEBT SERVICE FUNDS:	880,082	876,307	877,308	2,150,000
<b>GRAND TOTAL OF ALL EXPENDITURES:</b>	<b>\$108,797,895</b>	<b>\$119,618,908</b>	<b>\$139,379,141</b>	<b>\$152,558,290</b>

**ESTIMATED REVENUES:**

	<b>FY 2022-23 ACTUAL</b>	<b>FY 2023-24 ACTUAL</b>	<b>FY 2024-25 BUDGET</b>	<b>FY 2025-26 PROPOSED</b>
Property Taxes:				
General Levy	\$23,493,320	\$24,823,943	\$25,473,157	27,007,086.85
Library Levy	1,784,432	1,815,379	1,994,434	2,054,267
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
Policemen's Retirement Fund Levy	150,988	145,632	146,000	146,000
2025 G.O. Bond Levy	884,483	874,561	877,308	2,150,000
<b>TOTAL REVENUE FROM PROPERTY TAXES:</b>	<b>\$26,563,223</b>	<b>\$27,909,516</b>	<b>\$28,740,899</b>	<b>\$31,607,354</b>

	<b>FY 2022-23 ACTUAL</b>	<b>FY 2023-24 ACTUAL</b>	<b>FY 2024-25 BUDGET</b>	<b>FY 2025-26 PROPOSED</b>
<b>ESTIMATED OTHER REVENUES:</b>				
Interfund Transfers	\$5,881,776	\$4,653,177	\$14,608,476	\$12,808,025
Beginning Balance	76,877,293	84,062,787	28,216,291	43,711,508
Other Revenue:				
General Fund	26,593,903	35,081,358	26,559,336	25,509,175
Library Fund	48,898	84,691	24,650	51,650
Community Development Block Grant	463,465	306,142	359,060	342,971
Parks Capital Improvement Fund	626,470	703,764	348,000	285,000
Cemetery	227,866	280,907	260,098	261,936
Annexation Fee Fund	1,031,488	33,194	-	-
Impact Fee Fund	674,841	1,178,834	875,000	965,000
Cemetery Perpetual Care Fund	35,391	78,184	25,000	12,500
Jewett House	61,355	141,313	60,000	60,000
Street Trees / Reforestation	47,107	57,110	54,500	57,000
Public Art Funds	133,485	118,425	87,500	21,000
Street Lighting Fund	717,521	722,001	766,000	763,500
Water Fund	8,363,900	8,435,547	7,799,852	8,433,309
Wastewater Fund	16,494,096	17,639,823	16,475,000	17,159,691
Water Capitalization Fees	1,053,464	1,269,412	900,000	700,000
WWTP Capitalization Fees	1,685,155	3,302,115	1,350,000	1,225,000
Sanitation Fund	4,815,220	4,984,433	4,969,062	5,181,550
City Parking Fund	1,050,965	1,237,537	1,084,000	1,068,500
Drainage	1,526,031	2,059,068	1,129,018	1,128,235
Fiduciary Funds	3,219,885	3,560,017	3,424,000	3,518,500
Capital Projects Fund	535,374	4,649,278	4,826,000	100,000
Debt Service Fund	22,088	23,675	-	-
<b>TOTAL REVENUE OTHER THAN PROPERTY TAXES:</b>	<b>\$152,187,037</b>	<b>\$174,662,792</b>	<b>\$114,200,843</b>	<b>\$123,364,050</b>
<b>SUMMARY:</b>				
	<b>FY 2022-23 ACTUAL</b>	<b>FY 2023-24 ACTUAL</b>	<b>FY 2024-25 BUDGET</b>	<b>FY 2025-26 PROPOSED</b>
<b>PROPERTY TAXES</b>	\$26,563,223	\$27,909,516	\$28,740,899	\$31,607,354
<b>OTHER THAN PROPERTY TAXES</b>	152,187,037	174,662,792	114,200,843	123,364,050
<b>TOTAL ESTIMATED REVENUES</b>	<b>\$178,750,260</b>	<b>\$202,572,308</b>	<b>\$142,941,742</b>	<b>\$154,971,404</b>

BE IT FURTHER RESOLVED that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, at least seven (7) days apart, to be published on August 13, 2025 and August 27, 2025.

BE IT FURTHER RESOLVED that a Public Hearing on the Budget be held on the 2nd day September, 2025, at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

DATED this 5<sup>th</sup> day of August, 2025.

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Woody McEvers, Mayor

ATTEST:

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Renata M. McLeod, City Clerk

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

ROLL CALL:

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

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** AUGUST 5, 2025

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

**SUBJECT:** CDBG: AMENDMENT TO GRANT AGREEMENT WITH UNITED WAY  
NORTH IDAHO, EXPANDING THE SCOPE OF SERVICES IN THE  
CHILDCARE SCHOLARSHIP PROGRAM

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**DECISION POINT:** Should Council approve an Amendment to the Grant Funding Agreement with United Way of North Idaho, expanding the scope of services in the Childcare Scholarship Program?

**HISTORY:** Each year, the City of Coeur d’Alene administers the Community Opportunity Grant, funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. This grant supports projects that benefit low- and moderate-income residents and neighborhoods within the City.

In August 2024, City Council allocated \$34,462.00 from CDBG Plan Year 2024 for United Way of North Idaho to support its Childcare Scholarship Program. This program is designed to assist the ALICE (Asset Limited, Income Constrained, Employed) population—working families who struggle to afford basic necessities despite being employed.

Currently, the Childcare Scholarship Program provides up to \$350.00 per month to income qualified Coeur d’Alene residents, for a maximum of three (3) consecutive months, resulting in an average award of \$1,050.00 per household. While this support has been impactful, the rising cost of childcare and the overall increase in the cost of living in the Coeur d’Alene area have significantly reduced the effectiveness of this assistance. United Way reports that families are spending up to 50% of their monthly income on childcare and, even with the current scholarship, childcare could still consume approximately 30% of a family’s income. These figures highlight the growing financial strain on working families and the need to enhance the level of support provided.

To better meet the needs of local families and ensure the continued effectiveness of the Childcare Scholarship Program, United Way has requested the following program amendments:

1. Allow multiple scholarships per household for families with more than one child requiring care.
2. Increase the maximum monthly scholarship amount per child to reflect current childcare market rates.

These changes will enable United Way to more effectively support ALICE families, reduce financial stress, and promote economic stability for working parents in our community.

**PERFORMANCE ANALYSIS:** Authorizing the amendment will allow staff to execute the amended funding agreement increasing United Way's spending authority related to the childcare scholarship program through September 30, 2025.

**FINANCIAL ANALYSIS:** The proposed changes will not require additional funding beyond the \$34,462.00 already allocated for Plan Year 2024. Instead, they will allow for more flexible and impactful use of existing funds. The term of the agreement remains unchanged and all grant funds shall be disbursed by September 30, 2025.

**DECISION POINT/RECOMMENDATION:** Council should approve the Amendment to the Grant Funding Agreement with United Way North Idaho expanding the scope of services in the Childcare Scholarship Program, and authorize staff to execute the amended CDBG agreement.



RESOLUTION NO. 25-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AMENDMENT NO. 1 TO THE GRANT FUNDING AGREEMENT WITH UNITED WAY OF NORTH IDAHO TO EXPAND THE SCOPE OF SERVICES IN THE CHILDCARE SCHOLARSHIP PROGRAM.

WHEREAS, pursuant to Resolution No. 24-062, adopted the 6<sup>th</sup> day of August, 2024, the City of Coeur d'Alene entered into an Agreement for CDBG Grant Funds with United Way of North Idaho for the Childcare Scholarship Program; and

WHEREAS, United Way of North Idaho requested an amendment to the Agreement to allow multiple scholarships per household for families with more than one child requiring care and increasing the maximum monthly scholarship amount per child to reflect current childcare market rates; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes Amendment No. 1 to the Agreement for CDBG Grant Funds with United Way of North Idaho pursuant to the agreement attached hereto as Exhibit "A" and by this reference incorporated herein.

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

DATED this 5<sup>th</sup> day of August, 2025.

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Woody McEvers, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion .

**AMENDMENT NO. 1 TO THE  
AGREEMENT FOR CDBG GRANT FUNDS FOR  
UNITED WAY NORTH IDAHO**

**WHEREAS**, the City of Coeur d’Alene (hereinafter the “City”) and United Way North Idaho (hereinafter the “Subrecipient”), an Idaho non-profit corporation, entered into an Agreement for Community Development Block Grant (CDBG) Funds from Grant No. B-24-MC-16-0007 (Plan Year 2024) concerning a Community Opportunity Grant on October 16, 2024, for the purpose of rendering a public services grant award related to funds received under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development (HUD) for housing and community development needs (hereinafter the “Agreement”); and

**WHEREAS**, the City and Subrecipient desire to amend the Agreement for the remainder of the current term ending September 30, 2025, to include an expanded scope of services in the Childcare Scholarship Program; increasing the number of children eligible for grant funds in a household, and increasing the maximum grant amount up to current market rates.

**NOW, THEREFORE**, the parties mutually agree to amend Attachment A to the Agreement for the remainder of the current term ending September 30, 2025, as follows:

**Summary of the Project Activities**

The Childcare Scholarship Program assists families experiencing hardship due to insufficient income and the high cost of living in the City of Coeur d’Alene. The program helps families to access and/or maintain care for their children so that the adults may continue to work and/or go to school. Scholarships are awarded directly to care providers as a monthly supplement based on need in an amount up to the market rate for childcare, for 3 months. Families may receive a scholarship for each child in the household requiring childcare. City of Coeur d’Alene families receiving the CDBG grant funds for this scholarship are limited to no more than three (3) months of scholarship assistance in a 12-month period.

In all other respected the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Mayor and City Clerk of the City of Coeur d’Alene have executed this Amendment No. 1 to the 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 5th day of August, 2025.

CITY OF COEUR D'ALENE

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

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

Woody McEvers, Mayor  
City of Coeur d'Alene, Idaho

ATTEST:

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

Renata McLeod  
Its: City Clerk

UNITED WAY NORTH IDAHO

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

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

Rachel Peterson, Executive Director  
United Way North Idaho

## PUBLIC HEARINGS

## **CITY COUNCIL STAFF REPORT**

**DATE:** AUGUST 5, 2025

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

**SUBJECT:** CDBG: SUBMITTAL OF THE PLAN YEAR 2025 ANNUAL ACTION PLAN  
TO HUD

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**DECISION POINT:** Should Council Approve the Submittal of the Community Development Block Grant Plan Year 2025 Annual Action Plan to the U.S. Department of Housing and Urban Development?

### **HISTORY:**

The City of Coeur d'Alene (City) receives an annual direct allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). Plan Year 2025's (PY25) annual allocation will be \$290,998.00 based on notification from HUD. Every year the City is required to complete an Annual Action Plan (AAP), inviting the public to attend a public forum prior to drafting the plan in order to identify needs and allowing the public a minimum of 30 days to share comments on the posted draft AAP. The PY25 AAP forum was held in person on June 25, 2025, followed by an online survey. The City provided 33 days of public comment between July 3, 2025, and August 5, 2025, culminating in an opportunity for the public to comment at the August 5, 2025 Public Hearing. The draft PY25 AAP was advertised to the public in the following ways: Coeur d'Alene Press notice, City's social media, website updates, in the July Municipal Milestones newsletter, CDA-TV, and emails to 184+ community stakeholders.

The draft PY25 AAP outlines how the City intends to spend its CDBG funds and fulfill its program reporting requirements and is available for review in person at City Hall and on the City's website: <https://www.cdaid.org/78/departments/planning/cdbg>.

**PERFORMANCE ANALYSIS:** Authorizing this item will allow staff to include public comments and any changes made by City Council, and submit the PY25 AAP to HUD for official review. Pending acceptance of this AAP by HUD, staff will move forward in implementing the agreed upon goals, funding recommendations, and executing the PY25 funding agreement with HUD.

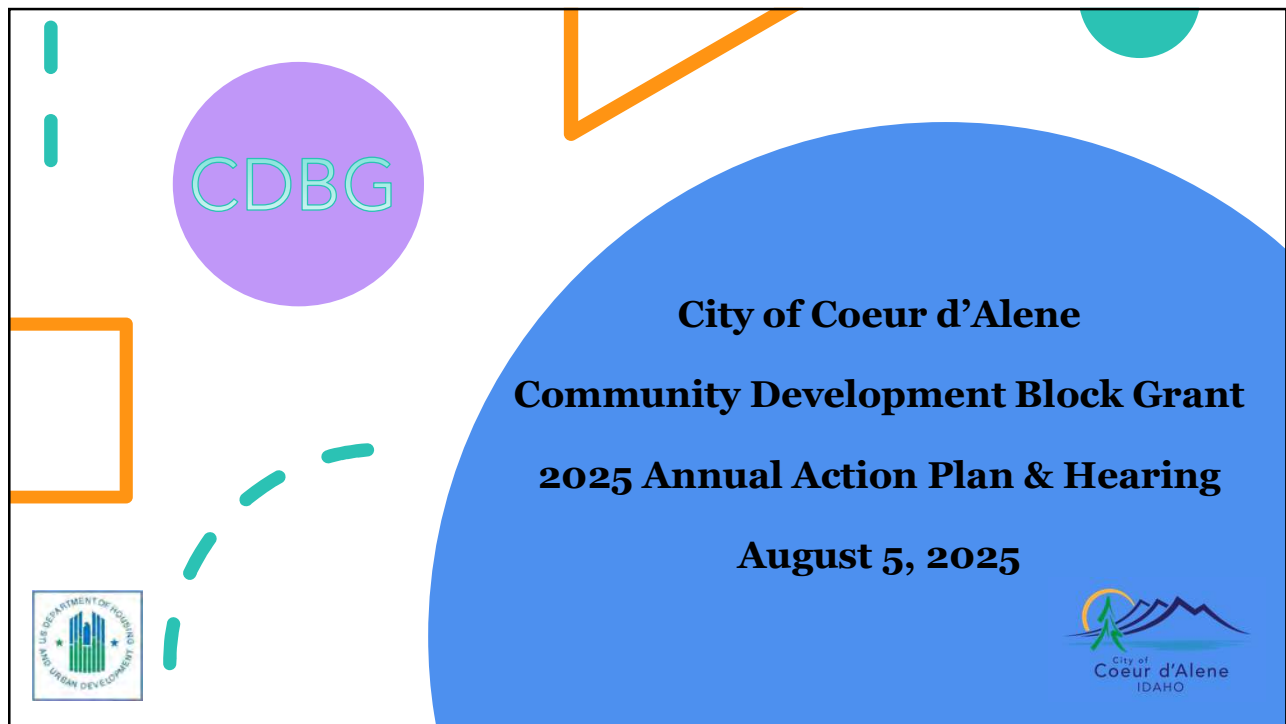
**FINANCIAL ANALYSIS:** Based on notification from HUD, the City's PY25 allocation is anticipated to be \$290,998.00. Additionally, funds in Plan Year's 2020, 2021, 2022, and 2024 have been identified in the estimated amount of \$51,973.00 to be reprogrammed in PY25, bringing the total anticipated PY25 budget to \$342,971.00.

The following is a breakdown of the proposed funding for projects based on greatest community needs identified in the PY25 AAP public forum, survey, and recommendations from the City's CDBG Ad-Hoc Committee. For PY25, \$10,000.00 to the Lake City Center for their annual "Meals on Wheels" program (as previously requested by Council), \$146,700.00 for the EMRAP program, \$128,072.00 for Community Opportunity Grants, and \$58,199.00 for administration of the CDBG program.

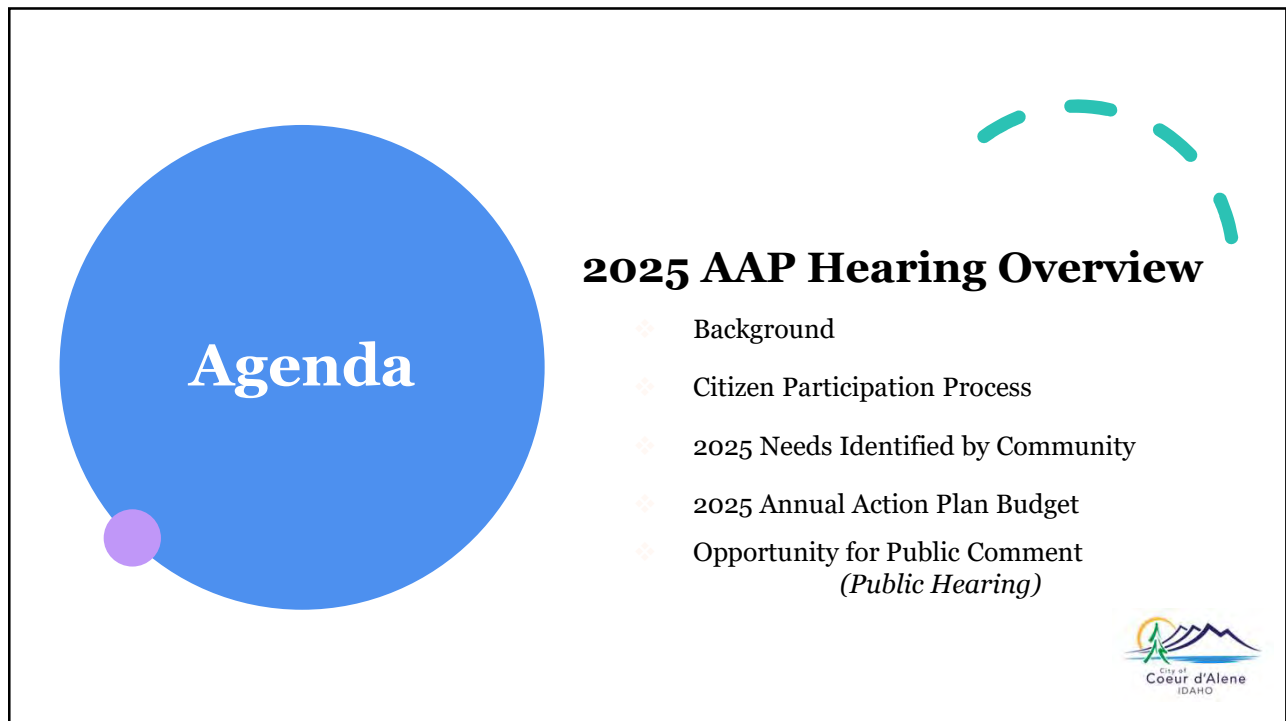
<b>2025 Funding</b>	<b>Project</b>
<b>\$10,000 (3%)</b>	<b>Lake City Center Annual "Meals on Wheels" grant</b>
<b>\$146,700 (42%)</b>	<b>Emergency Minor Home Repair and Accessibility Improvement Program (EMRAP)</b>
<b>\$128,072 (38%)</b>	<b>Community Opportunity Grants</b> (Includes Public Service Activities capped at 15% annual allocation)
<b>\$58,199 (17%)</b>	<b>Administration</b> (Employee wages and benefits, administration of EMRAP program, travel and training expenses, advertising, supplies, support of Fair Housing Activities—Subject to 20% cap of annual allocation budget)
<b>\$342,971</b>	<b>PY25 Grant Total</b>

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

Council should approve the submittal of the Plan Year 2025 Annual Action Plan to HUD for official review.

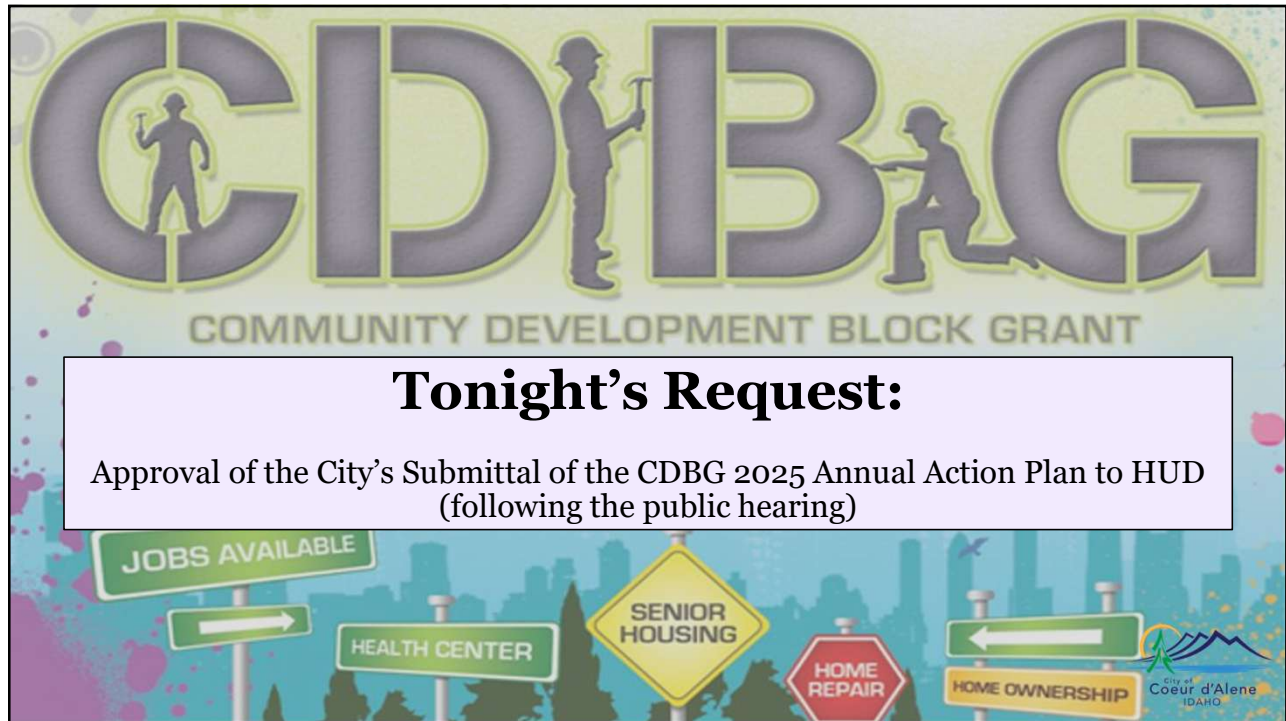


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## Brief History

The City's Community Development Block Grant (CDBG) is a grant from the Housing and Urban Development Agency (HUD) to support low –and moderate-income Coeur d'Alene residents through specific allowable activities.

The City first became eligible to receive CDBG funds in 2007.



4

# CDBG Key Terms

LMI (Low –and moderate-income) = HUD designation of a household whose total earnings are based on 30%, 50%, and 80% of the yearly area median income

HUD's **2025 Median Income** determination for Kootenai County: **\$97,500** (based on a family of four)



5

## Sample of CDBG Eligible Activities

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



6

## Sample of Eligible Public Service Activities

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

Capped at 15% = \$43,649 for PY25

"Meals on Wheels" Annual Grant = \$10,000

\$33,649 Available for Public Service Activities



7

## Selecting Activities Each Year

- ❖ Activities must meet a **National Objective**:
  - **Benefit to low –and moderate-income (LMI) persons**
  - **Aid in the prevention of slum and blight**
  - **Meet an urgent need**
- ❖ Activities must meet **Annual Action Plan** and **Consolidated Plan** Goals and be a HUD approved activity
- ❖ Capacity of City staff, amount of allocation, priorities, and capacity/experience of sub-recipient organizations



8

# Overview of Administrative Costs

✦ *\*Subject to 20% cap of annual allocation budget*

✦

## Eligible Administrative Costs:

- ❖ Employee Wages and Benefits
- ❖ Administration of Grant Awards
- ❖ Travel and Training Expenses
- ❖ Consultant Assistance
- ❖ Advertising
- ❖ Supplies
- ❖ Support of Fair Housing Activities



9

## Consolidated Planning Goals for 2023-2027

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



10

# Citizen Participation

## Public Forum, Community Survey, 33-Day Public Comment Period, Public Hearing:

- ✓ Advertised: Coeur d'Alene Press notices, Public Education and Government Channel Ads, City Facebook and website updates, shared community flyers, and ongoing email communications to 184+ community stakeholders

## Citizen Participation Results:

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



11

# Survey Responses

## Survey responses are in order of priority:

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

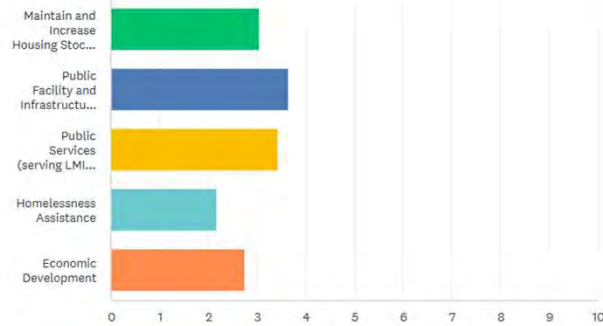


12

# Survey Responses

Below are the 5 identified goals established for the City of Coeur d'Alene's CDBG 5-Year Consolidated Plan that was approved by City Council and incorporated public input. Please rank these goals (from highest to lowest) in terms of urgency for PY2025.

Answered: 57 Skipped: 3



13

# Survey Responses

	1	2	3	4	5	TOTAL	SCORE
Maintain and Increase Housing Stock (both ownership and rentals)	31.48% 17	11.11% 6	18.52% 10	7.41% 4	31.48% 17	54	3.04
Public Facility and Infrastructure Projects (serving LMI residents)	27.27% 15	32.73% 18	21.82% 12	12.73% 7	5.45% 3	55	3.64
Public Services (serving LMI residents)	17.86% 10	30.36% 17	28.57% 16	23.21% 13	0.00% 0	56	3.43
Homelessness Assistance	10.71% 6	8.93% 5	8.93% 5	30.36% 17	41.07% 23	56	2.18
Economic Development	14.81% 8	16.67% 9	20.37% 11	24.07% 13	24.07% 13	54	2.74

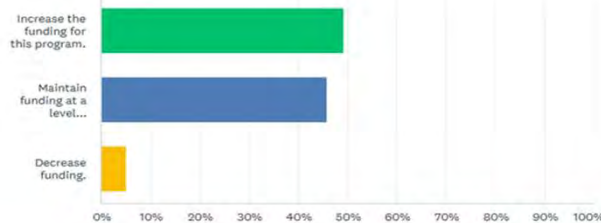


14

# Survey Responses

The City's CDBG funded Emergency Minor Home Repair and Accessibility Improvement Program (EMRAP) received funding in the past year at \$141,491. The great majority of beneficiaries of this program are disabled seniors living on fixed incomes. This program assists an average of 15-20 qualifying Low - and -Moderate Income (LMI) homeowners each year by addressing housing deteriorations which threaten the livability of the home. Additional information may be found on the City's website at [www.cdaid.org/emrap](http://www.cdaid.org/emrap). Do you support maintaining this program's funding at a level comparable for PY 2025?

Answered: 59 Skipped: 1



## Responses

Increase Funding 49.15%  
Maintain Funding 45.76%  
Decrease Funding 5.08%

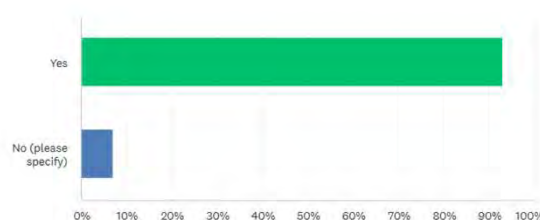


15

# Survey Responses

The City's CDBG Grant supports an annual Community Opportunity Grant which allows for private and non-profit entities to submit an application soliciting funding to target community needs. All projects are considered on a competitive basis, must be a HUD eligible activity, and must benefit low- and-moderate income (LMI) residents of Coeur d'Alene. Community Opportunity Grant funding varies based on the CDBG Grant's annual allocation. More information may be found at [www.cdaid.org/communitygrant](http://www.cdaid.org/communitygrant). Do you support funding the Community Opportunity Grant in its current competitive fashion?

Answered: 57 Skipped: 3



## Responses

Yes 92.98%  
No 7.02%



16



<b>Draft 2025 AAP Budget</b> <i>Based on Funding of Annual Allocation of \$290,998 + \$51,973 of Prior Year Funds. Total: \$342,971</i>	
<b>2025 Funding</b>	<b>Project</b>
\$10,000 (3%)	Lake City Center “Meals on Wheels”
\$146,700 (42%)	Emergency Minor Home Repair and Accessibility Improvement Program (EMRAP)
\$128,072 (38%)	Community Opportunity Grants (Includes Public Service activities capped at 15% annual allocation)
\$58,199 (17%)	Administration (Employee wages and benefits, administration of EMRAP program, travel and training expenses, advertising, supplies, support of Fair Housing activities—Subject to 20% cap of annual allocation budget)
<b>\$342,971</b>	<b>PY25 Total</b>



17

**Tonight's Actions:**

- Questions About the 2025 AAP?
- Hold the Public Hearing on the 2025 AAP
- City Council Decision Point:  
Approve the Submittal of the 2025 Annual Action Plan to HUD for Official Review.



18