

## **WELCOME**

To a Regular Meeting of the  
**Coeur d'Alene City Council**

Held in the Library Community Room: 702 E. Front Avenue at **6:00 P.M.**

### **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.

**October 7, 2025**

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

**B. INVOCATION:** Leslie Watson: Northern Idaho Unitarian Universalists

#### **C. PLEDGE OF ALLEGIANCE**

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

#### **E. PRESENTATIONS:**

1. Proclamation of Charlie Kirk Day of Remembrance- October 14, 2025

**Accepted by: Stefanie Fetzer, Tradfam.org**

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

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

#### **G. ANNOUNCEMENTS**

1. City Council
2. Mayor - Appointment of Denise Jeska, John Bruning, and Mike Fuller to the Pedestrian and Bicycle Committee.

**H. 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 September 16, 2025, Council Meeting.
2. Setting of a public hearing **October 21, 2025** - Amendment to the Coeur Terre Master Plan Exhibit E to change the 10.91-acre C-17 zoned church property from “Urban Townhomes” to “Religious Assembly” and to change the area currently designated as “Cluster Triplex” to “Active Adult Senior Living and Multi-Family Units,” located at Coeur Terre Boulevard and Hanley Avenue, in Section 4, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho. Requested by: The Church of Jesus Christ of Latter-day Saints (Full Circle Tracts, Lot 2, Block 1) and Kootenai County Land Company, LLC. (A portion of Full Circle Tracts, Lot 1, Block 1); owned by LREV 28, LLC, and LREV 30, LLC.
3. Approval of Bills as Submitted.
4. **Resolution No. 25-054**
  - a. Acceptance of an Easement for a multiuse path at 3700 W. Seltice Way.  
**As Recommended by the City Engineer**
  - b. Approving the award of Art Spotlight CDA program grants to the Lake City Playhouse, Coeur d’Alene Summer Theater, and Music Conservatory of Coeur d’Alene using dedicated Art Funds in the amount of \$5,000.00 each.  
**As Recommended by the City Administrator**
  - c. Approving the purchase of a 2025 Caterpillar 310 Mini-excavator w/bucket for the drainage utility in the amount of \$167,227.10 through Sourcewell procurement.

**Pursuant to Purchasing Policy adopted via. Res. 17-061**

**I. OTHER BUSINESS:**

1. **Resolution No. 25-055** – Approving Community Development Block Grant (CDBG) agreements with Heritage Place Apartments, LLC., in the amount of \$100,000.00; Coeur d’Alene School District 271 in the amount of \$20,020.00; and Lake City Center in the amount of \$20,000.00, using Plan Year 2025 funds and reallocation of Plan Year 2020, 2021, 2022, & 2024 Funds.

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

2. **Resolution No. 25-056** – Adopting Affordable Rents Standards for CDBG Assisted Real Property.

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

3. **Council Bill No. 25-1019-** Approving the creation of Municipal Code Chapter 4.40; entitled Trails, Bicycle Paths, Pedestrian Paths, and Multi-use Paths; repealing sections 10.40.010(a) and 10.40.050; amending section 10.40.030.

**J. EXECUTIVE SESSION** - Pursuant to Idaho Code § 74-206(1)(f), to communicate with legal counsel for the City to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

**K. OTHER BUSINESS CONTINUED**

4. **Resolution No. 25-057**– Approving the Coeur d’Alene Tribe Water Rights Settlement Agreement which fully and finally resolves all federal reserved water right claims of the Coeur d’Alene Tribe in the Coeur d’Alene - Spokane River Basin in Idaho.

**L. RECESS** to Monday, October 13, 2025, 12:00 p.m. at the Library Community Room for a Council Workshop on employee retirement incentives and wastewater water commercial rates.

*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

*October 7, 2025*

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**MEMBERS OF THE CITY COUNCIL:**

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

# PRESENTATIONS



PROCLAMATION

WHEREAS, Charlie Kirk, born on October 14, 1993, was a steadfast champion of conservative values and Christian principles, founding Turning Point USA in 2012 to equip young Americans with the tools to defend liberty, truth, and faith in the public square; and

WHEREAS, Kirk's unwavering commitment to the Gospel and the teachings of Jesus Christ guided his life's work, inspiring countless individuals to embrace biblical truths, pursue righteousness, and live out the Great Commission through acts of service, evangelism, and moral courage in a secular age; and

WHEREAS, he consistently upheld the sacred importance of marriage as a union between one man and one woman, as ordained by Scripture, and celebrated the divine blessing of family life by encouraging the bearing and raising of children as a cornerstone of societal flourishing and generational legacy; and

WHEREAS, Kirk emphasized the vital role of citizen involvement in politics, urging believers to engage actively in the civic arena to protect religious freedoms, uphold justice, and shape policies that reflect God's design for humanity, ensuring that faith informs the pursuit of the common good; and

WHEREAS, through his dedication to open and peaceful debate, Kirk fostered environments of respectful discourse on college campuses, media platforms, and community forums, modeling the pursuit of truth with grace, intellectual rigor, and a commitment to unity amid diversity of thought; and

WHEREAS, in the tragic wake of his untimely murder, we solemnly denounce political violence as an abhorrent assault on the sanctity of life and the foundations of our democracy, reaffirming our collective resolve to resolve differences through dialogue rather than destruction, and pledging to carry forward Kirk's legacy by vigilantly safeguarding the tradition of free speech as the bedrock of a free society, and

WHEREAS, honoring Kirk's birthday provides an opportunity for reflection, prayer, and action, inviting residents to draw inspiration from his example in living out faith, family, and freedom

NOW, THEREFORE, I WOODY MCEVERS, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim October 14th, 2025 as

"A DAY OF REMEMBRANCE FOR CHARLIE KIRK"

In Coeur d'Alene, Idaho and I call upon the people of our community to observe this day with programs, prayers, family gatherings, civic discussions, and peaceful dialogues that celebrate his enduring contributions to our faith and values, while standing firm against violence and for the enduring power of open expression.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 7<sup>th</sup> day of October, 2025.



*Woody McEvers*  
Woody McEvers, Mayor

ATTEST:  
*Renata McLeod*  
Renata McLeod, City Clerk



## ANNOUNCEMENTS

# MEMO TO COUNCIL

**DATE: SEPTEMBER 24, 2025**

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

The following reappointments are presented for your consideration for the October 7, 2025, Council meeting:

DENISE JESKA	PEDESTRIAN AND BICYCLE COMMITTEE (Reappointment representing the Disabled Community)
JOHN BRUNING	PEDESTRIAN AND BICYCLE COMMITTEE (Reappointment representing the Centennial Trail Foundation)
MIKE FULLER	PEDESTRIAN AND BICYCLE COMMITTEE (Reappointment representing the General Public)

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

Sincerely,

Jo Anne Mateski  
Executive Assistant

cc : Renata McLeod, City Clerk  
Monte McCully, PedBike Liaison



## CONSENT CALENDAR

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

September 16, 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 September 16, 2025, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor	) Absent
Dan English	) Mayor Pro Tem
Christie Wood	) Members of Council Present
Dan Gookin	)
Amy Evans	)
Kiki Miller	)
Kenny Gabriel	) Members of Council Absent

**CALL TO ORDER:** Mayor Pro Tem English called the meeting to order.

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

**PRESENTATIONS:** Mayor Pro Tem English read the Proclamation declaring the month of September as Suicide Prevention Month. Jeanette Laster, Human Rights Education Institute (HREI) Executive Director, and Alicia Keller, Fit and Fall Proof Coordinator of Suicide Prevention for Idaho Panhandle Health District accepted the Proclamation expressing gratitude and emphasizing the importance of community support. Ms. Keller highlighted the emotional impact of suicide, noting that 31 lives, including 4 youth under the age of 24, were lost to suicide in Kootenai County between January and August 2025. She stressed that behind each statistic is a person who was loved and encouraged the community to hold onto hope and offer support to those in crisis. Ms. Laster addressed students, urging them to reach out to trusted adults and reminding everyone that help is available through resources like the 988 Suicide and Crisis Lifeline and local organizations such as Panhandle Health District, National Alliance on Mental Illness (NAMI), Mobile Crisis Response Team, HREI and other community partners.

**PUBLIC COMMENTS:**

Mary Merrill, Coeur d'Alene, expressed concerns about the lack of irrigation in Oak Crest Manufactured Home Park. She noted that for the past three years, no irrigation has occurred outside the private lots, resulting in the death of vegetation which she believes poses a fire hazard and compromises resident safety and property values. She also asked Council to be mindful of any potential zoning change applications submitted by the owner, Haven Park, emphasizing that residents want to be informed if the owner has approached either the City or the County with such a request. Councilmember Wood asked city staff for clarification on who would be responsible. Water Director Kyle Marine explained that irrigation is at the discretion of the private property

owner, and Parks and Recreation Director Bill Greenwood confirmed the trees on the fence are in their facility and not on public right-of-way.

Brianna King, Coeur d'Alene, spoke about preserving the historic building at 115 Northwest Boulevard, formerly the Museum of North Idaho, which is scheduled for demolition. She argued that repurposing the building into a nonprofit children's museum would offer long-term financial and cultural benefits, including rental income and increased tourism. Ms. King emphasized strong community support, referencing a growing petition on Change.org, and urged the Council to preserve the historic building and turn it into a lasting asset. Mayor Pro Tem Dan English noted that the Council is mindful of the potential uses for city-owned buildings but emphasized that restoration costs are a key factor in those decisions. Councilmember Gookin asked for details about the petition, which Ms. King said could be found on Change.org and shared across local social media platforms.

Ted Turrentine, Coeur d'Alene, expressed concerns about the level of compensation provided to city employees, particularly firefighters and police officers, which he noted makes up a significant portion of the city's expenditures. He challenged the idea that offering top-tier compensation is necessary to attract the best employees, arguing that many residents cannot afford the best of everything and must live within their means, unlike the city, which can raise taxes. He urged the Council to consider the financial burden on taxpayers during future labor negotiations and suggested that less than the best may be acceptable if it helps prevent residents from being taxed out of their homes.

#### **ANNOUNCEMENTS:**

Councilmember Evans invited the community to the 29th Annual Coeur d'Alene Arts Awards, hosted by the City of Coeur d'Alene's Arts Commission. This free and festive event celebrates individuals and organizations who have made meaningful contributions to the local arts scene. It will take place on Wednesday, October 22 at 5:30 PM at the Hagadone Event Center.

Councilmember Gookin asked City Administrator Troy Tymesen to share with the public the reasons behind the scheduled demolition of the former museum building at 115 Northwest Boulevard. Mr. Tymesen explained that the building had become uninhabitable due to severe mold issues caused by roof damage, and that remediation costs would exceed any reasonable return on investment. He noted that the building is currently being used for firefighter training and is set for demolition by city staff in March, weather permitting. Councilmember Gookin clarified that, according to the Four Corners Master Plan, the site is intended to become a parking lot.

#### **CONSENT CALENDAR:**

1. Approval of Council Minutes for the September 2, 2025 Council Meeting.
2. Setting of General Services/Public Works Committee Meeting to be held September 22, 2025.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Approval of **Resolution No. 25-048** – A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH

NORTH IDAHO COLLEGE TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES  
FOR SCHOOL YEARS 2025-2027.

**MOTION:** Motion by Evans, seconded by Gookin to approve the Consent Calendar as presented, including **Resolution No. 25-048**.

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

**RESOLUTION NO. 25-049**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A SUBSTITUTE GRANT OF EASEMENT AGREEMENT WITH ATLAS MILL 13 SPRINGS DEVELOPMENT, LLC, FOR FIRE ACCESS AND STORMWATER MAINTENANCE IN ATLAS WATERFRONT AREA 13, AND AN EASEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS IN ATLAS WATERFRONT PARK.

**STAFF REPORT:** Planning Director Hilary Patterson presented a revised grant of easement for Atlas Waterfront Area 13, replacing the previously proposed pedestrian promenade and public access within the development parcel. The new easement shifts pedestrian and non-motorized access, landscaping, and public amenities to the adjacent Atlas Waterfront Park, while preserving fire and stormwater utility access on the development side. Ms. Patterson noted that on December 5, 2023, the City Council approved the transfer of a 7,760-square-foot (0.178-acre) strip of land along the eastern edge of Area 13 to ignite cda, facilitating its sale to deChase Miksis. As part of that transfer, a perpetual easement was established to allow fire and stormwater utility access, as well as pedestrian and non-motorized access between the park and the development. The easement was recorded on December 7, 2023. Area 13 was sold by ignite cda to Area Mill 13 Springs Development, LLC (Developer) on December 8, 2023. However, updated plans for a below-grade parking structure now conflict with the original easement. To resolve this, the Developer will construct a new promenade within the adjacent park, featuring enhanced landscaping and public amenities such as seating, lighting, and a shade structure.

Parks and Recreation Director Bill Greenwood shared that he and the Developer's team collaboratively developed the easement concept aiming to support the Atlas Waterfront Area 13 project. He noted that the Developer is covering all costs for the public amenities, while the City will handle future maintenance. The plan includes naturalized landscaping, bench seating, a shade structure, and public access points along the trail. Mr. Greenwood praised the screening between public and private areas and mentioned irrigation adjustments needed during construction. Councilmember Wood expressed strong support for the revised easement concept, stating that it offers greater public benefit than the original plan.

Dean Papé, Atlas Mill 13 Springs Development LLC Manager, expressed enthusiasm for the Atlas Waterfront Area 13 project and appreciation for the City of Coeur d'Alene's collaboration. He highlighted the improved design, which replaces hardscape with greenscape to allow emergency access while maintaining a natural buffer between the park and development. Mr. Papé noted plans for a public access point connecting the park to a future retail center, enhancing community engagement. He emphasized the benefits of below-grade parking and thoughtful landscaping to soften transitions between public and private areas. Mr. Greenwood mentioned a unique design

element involving the use of "Grasscrete," a material that looks like grass but is strong enough to support fire truck access when properly compacted and installed and offers a visually softer alternative to asphalt while maintaining functionality.

Ms. Patterson further discussed the concept plan, highlighting the inclusion of bike racks throughout the site, especially near seating areas and the restaurant. A previously recorded public access easement will be replaced with a new one that maintains fire and stormwater access but removes pedestrian access. A temporary construction easement within city parkland will allow development of amenities like a pedestrian promenade, with no land being given up. All improvements will be funded by the Developer, with no cost to the city. The new plan aligns with Atlas development standards and supports residential growth and active use of the area.

**DISCUSSION:** Mayor Pro Tem English commented that during his time with the Ignite board, there were many iterations that went into planning this project. He emphasized the complexity and importance of the site, describing it as a potential cornerstone for future development. He expressed appreciation for the dedication shown by Ignite and city staff in shaping this project. Councilmember Gookin commented on the updated easement proposal and noted that while the plan has changed significantly since the last version, it remains within legal rights. He mentioned receiving a letter expressing concerns about density but clarified that the current discussion is focused solely on the new easement, not on parking or property conveyance. Since the easement involves only right-of-way and not land transfer, it doesn't require a public hearing. He stated that he sees no reason to oppose this proposal.

**MOTION:** Motion by Wood, seconded by Evans, to approve **Resolution No. 25-049**, approving Easement Agreements between Area Mill 13 Springs Development, LLC, and the City for fire access and stormwater maintenance in Atlas Waterfront Area 13, and for the construction of improvements in Atlas Waterfront Park.

**DISCUSSION:** Councilmember Miller asked whether lighting would be included in the updated easement area, particularly along the walking path and fire access route, to ensure public usability after dark. Ms. Patterson confirmed that low-level bollard lighting is planned for the walking path, enhancing visibility and safety. She added that lighting around the building is likely. Councilmember Miller emphasized the importance of making the area accessible after dusk, and Ms. Patterson assured that the space would be appropriately lit.

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

#### **RESOLUTION NO. 25-050**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH MARS COMPANY FOR THE PURCHASE OF AN EQUIPMENT WARRANTY, SOFTWARE, AND SERVICES RELATED TO THE RECALIBRATION OF THE CITY'S WATER METER TEST BENCH THROUGH 2029 FOR THE WATER DEPARTMENT.

**STAFF REPORT:** Water Director Kyle Marine proposed a contract with the Mars Company for equipment, software, and services to recalibrate the city's water meter test bench through 2029.



He explained the importance of the Meter Change-Out Program (MCOP), which involves replacing aging water meters, disassembling and cleaning them, and testing them for accuracy using calibrated equipment. The test bench ensures meters meet American Water Works Association (AWWA) standards, preventing overcharging or undercharging residents. Mr. Marine emphasized that recalibration is essential for compliance and cost-efficiency, especially when testing new and commercial meters, some of which have been found non-compliant and returned to manufacturers, saving the city from revenue loss. The contract would support ongoing maintenance and help the Water Department operate more effectively. It includes annual software updates, equipment recalibration, and warranty coverage, and is expected to save the City on calibration and meter replacement costs. Mars is the sole provider of compatible software, and the contract complies with Idaho purchasing laws.

**DISCUSSION:** Councilmember Gookin expressed appreciation for the Water Department's efforts to save money for taxpayers but raised concerns about the reliability of long-term contracts, asking about the likelihood that Mars Company would remain in business through the end of the proposed agreement. Mr. Marine noted that Mars has been operating since the 1930s and supplies meter test benches globally. He added that Mars has a strong presence and even uses Coeur d'Alene's setup as a demonstration site for other water companies, sometimes offering discounts. He reassured Council that the City Attorney reviewed the contract thoroughly and included an escape clause, allowing the city to exit the agreement if necessary, while still securing reduced rates through a five-year commitment.

**MOTION:** Motion by Gookin, seconded by Evans, to approve **Resolution No. 25-050**, approving a contract with Mars Company for equipment, software, and services related to recalibration of the City's water meter test bench through 2029.

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

**LAKE CITY EMPLOYEES ASSOCIATION (LCEA) AGREEMENT EXTENSION; POLICE ASSOCIATION AGREEMENT EXTENSION; AND POLICE CAPTAIN MEMORANDUM OF UNDERSTANDING (MOU) EXTENSION**

**STAFF REPORT:** City Administrator Troy Tymesen presented the employee group contracts to the Council, noting that both the Police Officers Association (POA) and Lake City Employees Association (LCEA) had voted to approve their respective agreements pending Council approval. He discussed the Police Captains' Memorandum of Understanding, which required no formal negotiations and aligned with the POA's proposed 3.5% cost-of-living wage adjustment for one year. The LCEA agreed to a similar wage increase and supported a city-wide wage study to update outdated pay structures. Their contract also included improved retirement benefits, increasing the sick leave payout to 40%, with the first \$3,000 directed into a VEBA account. They proposed a two-year agreement with an economic safeguard clause. The POA's contract included a 3.5% wage adjustment, 10% promotional increases, and a reduction in service time for non-sworn members from nine to seven years. They also proposed a survivor benefit providing six months of continued medical and dental coverage for dependents in the event of a line-of-duty death. All costs are accounted for in the approved 2025–2026 budget.

**DISCUSSION:** Councilmember Wood responded to what was mentioned during the public comment period about the city hiring the best employees. She expressed strong support for the employee contracts. Drawing from her experience as a former city employee, she stressed that competitive but reasonable compensation is essential to attract and retain talent. She highlighted the Council's responsibility to balance affordability with quality service for taxpayers. Lastly, she congratulated the Police Department on its recent re-accreditation. Councilmember Miller acknowledged the extensive work behind the negotiations and asked for clarification on why Police Captains were grouped with the LCEA. Mr. Tymesen explained that while the Captains are outside the Police Officers Association, their wage adjustment matched the 3.5% increase, but they are not formally grouped with LCEA. Councilmember Gookin raised a question about the LCEA agreement, specifically regarding the wage and compensation study clause. He pointed out that while the LCEA may provide written input on the study and comparable organizations, the final terms are determined solely by "the city and the consultant," and asked for clarification on who "the city" refers to. City Attorney Randy Adams stated that the contract for the wage study would ultimately come before the Council for approval. Councilmember Gookin invited Bryan Eiting, LCEA Secretary, to explain what the association expects from the clause to ensure their perspective is understood. Mr. Eiting stated that LCEA wants their input to be visible to the Council, as elected officials representing the community. He acknowledged the financial responsibilities involved and affirmed that LCEA views itself as a steward for public funds. While they are willing to collaborate with the city on the study's implementation, their primary request is for their concerns and feedback to be heard by Council. Councilmember Wood mentioned the formation of a committee to support the wage study. Mr. Tymesen confirmed that the fire union had been contacted for input. He added that the two employee associations, city staff, including department directors, would also participate.

#### **RESOLUTION NO. 25-051**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A TWO-YEAR EXTENSION AGREEMENT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT WITH THE LAKE CITY EMPLOYEES ASSOCIATION (LCEA), COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2027.

**MOTION:** Motion by Gookin, seconded by Evans, to approve **Resolution No. 25-051**, approving an extension of the Agreement with the Lake City Employees Association for two years.

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

#### **RESOLUTION NO. 25-052**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A ONE-YEAR EXTENSION AGREEMENT WITH THE POLICE OFFICER ASSOCIATION (POA), COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026.

**MOTION:** Motion by Gookin, seconded by Wood, to approve **Resolution No. 25-052**, approving an extension of the Agreement with the Police Officer Association for one year.

**DISCUSSION:** Councilmember Gookin shared that he attended the last negotiation meeting between the Police Officers Association and the city. He recalled a statement from Officer Daniel Haley that the process felt less like a negotiation and more like a one-sided concession, with the police offering compromises while the city did not. Councilmember Gookin expressed concern that this was not the instructions from Council, as the Council would want people to negotiate for them and not to just stand firm. He expressed frustration with the lack of cooperation from the city's side and commended Mr. Haley for showing grace by choosing to avoid arbitration. He suggested that future negotiations might benefit from involving outside professionals to ensure a more balanced and effective process.

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

#### **RESOLUTION NO. 25-053**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A ONE-YEAR EXTENSION OF THE CURRENT MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COEUR D'ALENE AND THE POLICE DEPARTMENT CAPTAINS.

**MOTION:** Motion by Gookin, seconded by Wood, to approve **Resolution No. 25-053**, approving an extension of the Memorandum of Understanding with Captain Jeff Walther and Captain Dave Hagar for one year.

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

#### **COUNCIL BILL NO. 25-1018**

AN ORDINANCE AMENDING ORDINANCE 3734, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, APPROPRIATING THE SUM OF \$142,902,349, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$3,523,206; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1 That Section 1 of Ordinance 3734, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of \$142,902,349, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2024.

Section 2 That Section 2 of Ordinance 3734; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

That the objects and purposes for which such appropriations are made are as follows:

	<b>FY 2024-25 BUDGET</b>	<b>FY 2024-25 AMENDED BUDGET</b>
<b>GENERAL FUND EXPENDITURES:</b>		
Mayor and Council	\$288,967	\$294,167
Administration	252,276	252,276
Finance Department	1,774,867	1,800,083
Municipal Services	2,890,358	3,208,177
Human Resources	487,244	487,244
Legal Department	1,398,512	1,398,512
Planning Department	820,717	823,217
Building Maintenance	764,779	764,779
Police Department	25,790,292	26,897,977
Opioid Grant		294,669
Police Department Grants	247,275	289,980
Fire Department	14,490,604	15,583,996
General Government	38,800	38,800
Streets/Garage	6,679,213	6,805,405
Parks Department	3,035,131	3,094,407
Recreation Department	785,636	804,337
Building Inspection	1,088,306	1,098,806
<b>TOTAL GENERAL FUND EXPENDITURES:</b>	<b><u>\$60,832,977</u></b>	<b><u>\$63,936,832</u></b>
	<b>FY 2024-25 BUDGET</b>	<b>FY 2024-25 AMENDED BUDGET</b>
<b>SPECIAL REVENUE FUND EXPENDITURES:</b>		
Library Fund	\$2,109,366	\$2,109,366
Community Development Block Grant	359,060	296,411
Impact Fee Fund	1,093,000	1,093,000
Parks Capital Improvements	751,100	751,100
Annexation Fee Fund	580,000	580,000
Cemetery Fund	358,098	365,098
Cemetery Perpetual Care Fund	19,500	19,500
Jewett House	31,120	31,120
Reforestation/Street Trees/Community Canopy	134,500	134,500
Public Art Funds	244,500	244,500

<b>TOTAL SPECIAL FUNDS:</b>	<u>\$5,680,244</u>	<u>\$5,624,595</u>
<b>ENTERPRISE FUND EXPENDITURES:</b>		
Street Lighting Fund	\$801,000	\$801,000
Water Fund	13,187,728	13,187,728
Wastewater Fund	29,661,316	29,661,316
Water Cap Fee Fund	2,260,000	2,260,000
WWTP Cap Fees Fund	7,143,549	7,143,549
Sanitation Fund	5,469,062	5,469,062
City Parking Fund	1,788,091	1,788,091
Drainage	2,074,668	2,487,668
		0
<b>TOTAL ENTERPRISE EXPENDITURES:</b>	<u>\$62,385,414</u>	<u>\$62,798,414</u>
<b>FIDUCIARY FUNDS:</b>	\$3,737,200	\$3,799,200
<b>STREET CAPITAL PROJECTS FUNDS:</b>	5,866,000	5,866,000
<b>DEBT SERVICE FUNDS:</b>	877,308	877,308
<b>GRAND TOTAL OF ALL EXPENDITURES:</b>	<u>\$139,379,143</u>	<u>\$142,902,349</u>

Section 3 All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4 This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

**STAFF REPORT:** Finance Director Katie Ebner stated that Council Bill No. 25-1018 amends the Fiscal Year 2024–25 budget by increasing it by \$3,523,206 to account for unanticipated revenues and expenditures. She explained that the amendments were discussed in detail during the August meeting and also in the staff report. It reflects necessary appropriations for items that arose throughout the year but were not included in the original budget. The legal process for approving these changes involves passing an ordinance for the budget amendment.

**DISCUSSION:** Councilmember Wood asked for clarification on the amount used from the fund balance for FY25. Ms. Ebner responded that while projections are most accurate for payroll, other general fund expenses, such as overlay and construction projects, can vary due to the timing of invoices and governmental accounting rules. Despite this uncertainty, the current estimate is a \$3.5 million draw from the fund balance, which is less than the originally projected \$4 million. Of that, \$1.4 million is allocated for the Police Department expansion, and additional funds are earmarked for rebuilding the support services building. An estimated \$1 million covers other unbudgeted items, including higher-than-expected staffing costs in the Fire Department. Although some departments, like the police, showed savings due to staffing challenges, the overall operational deficit is smaller than last year's \$2.2 million. Councilmember Gookin inquired whether a final financial number would be provided after all transactions are accounted for. Ms. Ebner confirmed



that the final figures would be available after the audit, which ensures all accounting procedures were properly followed. She also mentioned her goal to complete the audit earlier than in previous years.

**PUBLIC TESTIMONY:** Mayor Pro Tem English opened the public testimony portion of the meeting. With no comments received, Mayor Pro Tem English closed public testimony.

**MOTION:** Motion by Gookin, seconded by Miller, to dispense with the rule and read **Council Bill No. 25-1018** once by title only.

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

**MOTION:** Motion by Wood, seconded by Miller, to adopt **Council Bill 25-1018.**

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

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

The meeting ended at 7:25 p.m.

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Dan English, Mayor Pro Tem

ATTEST:

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Jo Anne Mateski  
Executive Assistant

DATE: OCTOBER 7, 2025

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: OCTOBER 21, 2025

Mayor McEvers,

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

**OCTOBER 21, 2025:**

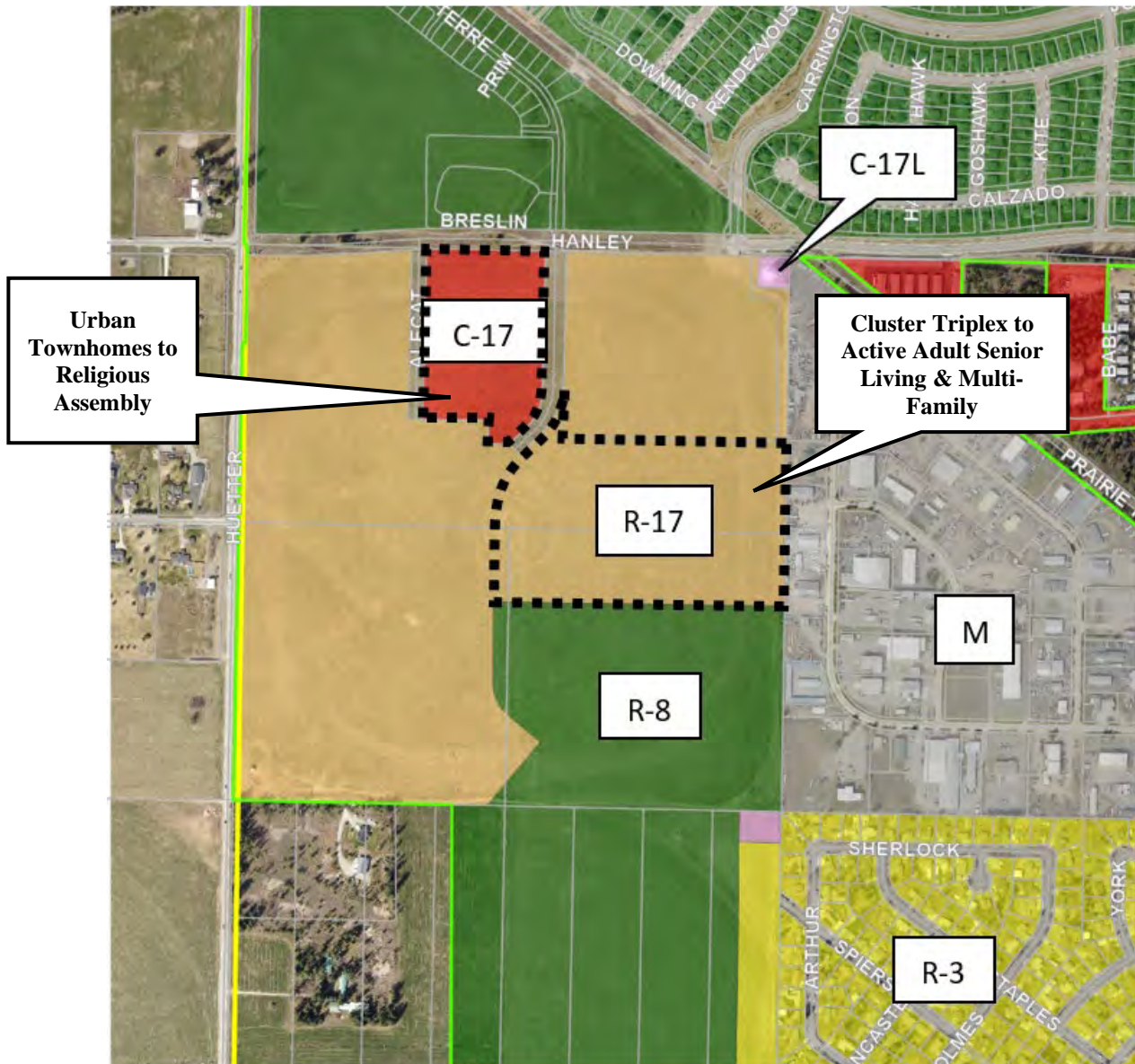
ITEM: AMENDMENT NO. 2 TO THE COEUR TERRE ANNEXATION AND DEVELOPMENT AGREEMENT TO MODIFY EXHIBIT "E"

REQUEST: The Church of Jesus Christ of Latter-day Saints and LREV 28 and 31, LLC, dba Kootenai County Land Company, LLC are requesting Amendment Number 2 to the Development Agreement dated March 21, 2023 and previously amended by Amendment Number 1, to modify Exhibit "E" (Conceptual Master Plan) for two distinct areas within the Coeur Terre project. The changes to Exhibit "E" would include: 1) To change the 10.91-acre C-17 zoned church property from "Urban Townhomes" to "Religious Assembly" and 2) To change the area currently designated as "Cluster Triplex" to a mix of "Active Adult Senior Living and Multi-Family Units."

LOCATION: The project is located at Coeur Terre Boulevard and Hanley Avenue, in Section 4, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho. The amendments to the agreement by request:

- The Church of Jesus Christ of Latter-day Saints: Full Circle Tracts, Lot 2, Block 1
- Kootenai County Land Company, LLC: A portion of Full Circle Tracts, Lot 1, Block 1 (owned by LREV 28, LLC), and LREV 30, LLC

**ZONING/PARCEL MAP:**



RESOLUTION NO. 25-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ACCEPTING AN EASEMENT FOR A MULTIUSE PATH AT 3700 SELTICE WAY; APPROVING AWARD OF ART FUND GRANTS TO THE LAKE CITY PLAYHOUSE, COEUR D'ALENE SUMMER THEATER, AND THE MUSIC CONSERVATORY IN THE AMOUNT OF FIVE THOUSAND DOLLARS EACH; AND APPROVING THE PURCHASE OF A 2025 CATERPILLAR MINI-EXCAVATOR FOR THE DRAINAGE UTILITY IN THE AMOUNT OF ONE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED TWENTY-SEVEN AND 10/100 DOLLARS.

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

- A) Acceptance of an Easement for Multiuse Path Purposes from Glacier 3700 Seltice Way, LLC at 3700 W. Seltice Way;
- B) Approving the award of Art Spotlight CDA program grants to the Lake City Playhouse, Coeur d'Alene Summer Theater, and Music Conservatory of Coeur d'Alene using dedicated Art Funds in the amount of \$5,000.00 each;
- C) Approving the purchase of a 2025 Caterpillar 310 Mini-Excavator through Sourcewell procurement for the Drainage Utility in the amount of \$167,227.10;

AND

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

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements and take the other action for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" through "C" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and the other action, so long as the substantive provisions of the agreements and the other action remain intact.

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

DATED this 7<sup>th</sup> day of October, 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 MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER GABRIEL	Voted
COUNCIL MEMBER WOOD	Voted

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



**CITY COUNCIL  
STAFF REPORT**

**DATE:**           **October 7, 2025**

**FROM:**          **Chris Bosley – City Engineer**

**SUBJECT:**   **Acceptance of an Easement for Multiuse Path Purposes to the City of Coeur d’Alene.**

=====

**DECISION POINT:**

Should Council accept the grant of an easement for a multiuse path at 3700 W. Seltice Way?

**HISTORY:**

With the recent occupancy of 3700 W. Seltice Way (former US Bank Call Center) by Heritage Health, a new bus stop is to be constructed at the entrance to the property from Seltice Way. The property owner (Glacier 3700 Seltice Way, LLC) coordinated the proposed bus stop with Citylink bus service to formalize it, seeing the need for a closer bus stop for patients. The bus stop will include an acceleration and deceleration lane to provide safe access for both buses and passenger cars. To accommodate the bus stop, the existing multiuse path will have to be relocated outside of the existing right-of-way. This deed is for the dedication of an easement adjacent to the Seltice Way right-of-way to accommodate the relocated path. Staff from the Streets & Engineering and Parks Departments worked with the property owner to develop a bus stop and multiuse path configuration that improves safety and accessibility.

**FINANCIAL ANALYSIS:**

The cost to the City for this easement is One Dollar (\$1.00).

**PERFORMANCE ANALYSIS:**

Acceptance of this easement allows the bus stop construction and multiuse path realignment to move forward.

**DECISION POINT/RECOMMENDATION:**

Council should accept the grant of a multiuse path easement to the City of Coeur d’Alene.

## Easement for Multiuse Path Purposes

KNOW ALL MEN BY THESE PRESENTS, that Glacier 3700 Seltice Way, LLC, whose address is 2100 Northwest Boulevard, Suite 350, Coeur d'Alene, ID 83814, with Charles R. Nipp, Member, the GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by City of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, the GRANTEE, whose address is, City Hall, 710 E. Mullan Avenue, Coeur d'Alene, 83814-3958 receipt of which is acknowledged, does hereby, grant, quitclaim and convey unto the City of Coeur d'Alene, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of a public multiuse path over, on and through the following described property:

See attached Exhibit "A"

GRANTOR, its heirs, successors and assigns shall not erect or construct, or, permit to be erected or constructed, any building, structure or improvement, or plant any tree or trees, or plant any other vegetation or flora, or increase or decrease the existing ground elevations within said easement that would impact or restrict the public use of the multiuse path, without the express written approval of the City of Coeur d'Alene as evidenced by an authorized signature on an approved plan. Should it be necessary for the GRANTEE to remove fencing or any other obstructions, remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the installed facility, the GRANTEE shall repair and restore them to their original condition at the expense of the GRANTEE.

GRANTOR agrees that all multiuse path facilities to be installed by the GRANTOR, will conform to the standards currently in place (ADA "2010 Standards) of the Americans with Disabilities Act, Titles II and III.

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

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

This agreement shall be binding upon the GRANTEE'S and GRANTOR'S heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

GLACIER 3700 SELTICE, LLC

BY: \_\_\_\_\_  
Charles R. Nipp, Member

STATE OF IDAHO        )  
                                      ) SS  
COUNTY OF Kootenai    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public, personally appeared Charles R. Nipp, of Glacier 3700 Seltice, LLC, known or identified to me to be a Member of the said Limited Liability Corporation, and the person who executed the foregoing Instrument on its behalf, and acknowledged to me that said Limited Liability Corporation executed the same.

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

Notary Public for Idaho \_\_\_\_\_  
Residing at:  
My Commission expires: \_\_\_\_\_

## EXHIBIT A



September 18, 2025

Job No. 23042-0072

### EASEMENT LEGAL DESCRIPTION

That portion of Lot 1, Block 7, *Mill River First Addition*, filed May 24, 2005 in Book J of Plats at page 202, records of Kootenai County, Idaho, situate in the Southwest quarter of the Southeast quarter of Section 4, Township 50 North, Range 4 West of the Boise Meridian in the City of Coeur d'Alene, Kootenai County, Idaho described as follows:

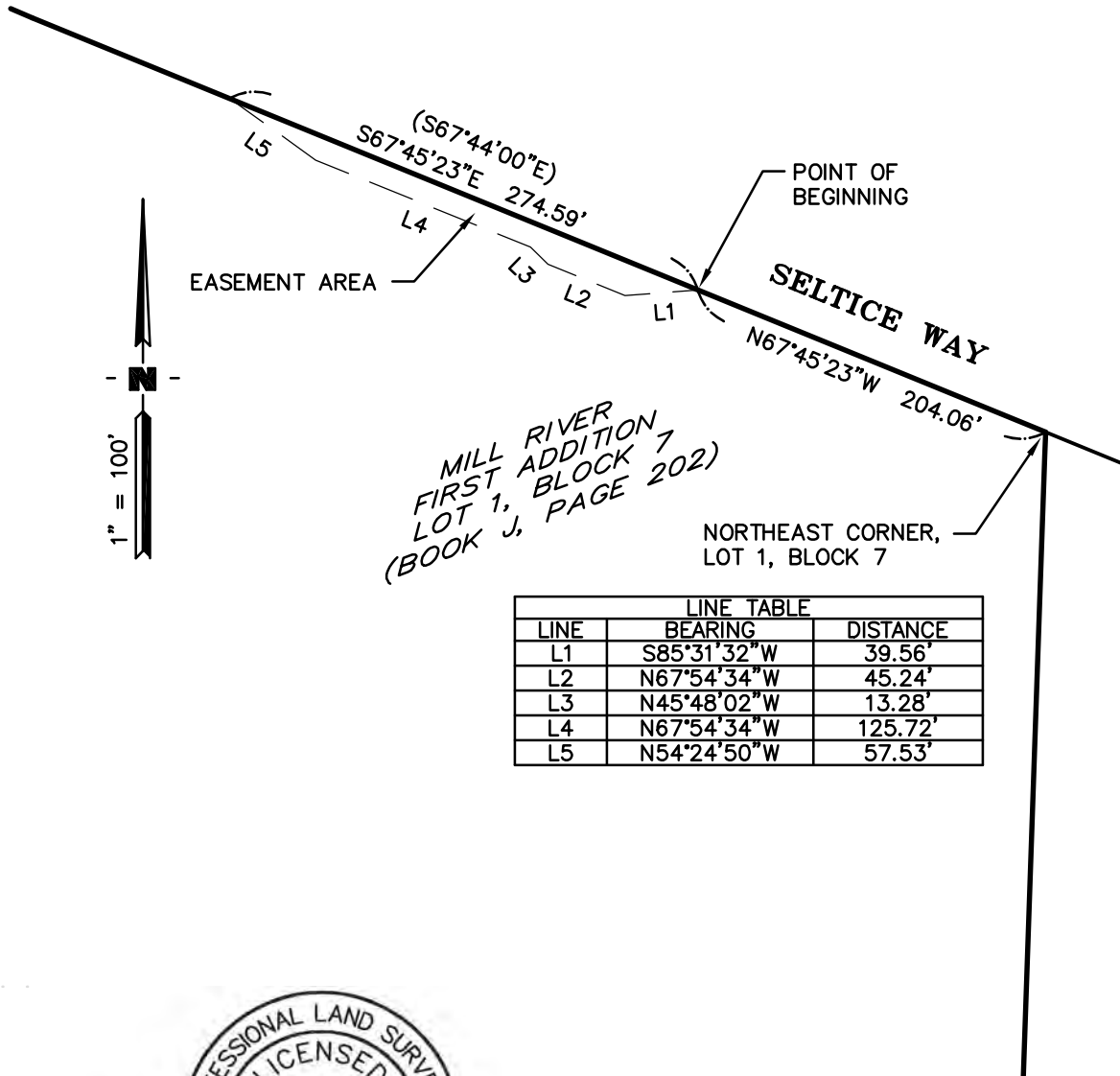
COMMENCING at the Northeast corner of said Lot 1, being hereinabove described;  
thence North  $67^{\circ}45'23''$  West (Plat bearing of North  $67^{\circ}44'00''$  West) a distance of 204.06 feet along the Northeasterly line of said Lot 1 to the POINT OF BEGINNING of this description;  
thence, leaving said Northeasterly line, South  $85^{\circ}31'32''$  West, 39.56 feet;  
thence North  $67^{\circ}54'34''$  West, 45.24 feet;  
thence North  $45^{\circ}48'02''$  West, 13.28 feet;  
thence North  $67^{\circ}54'34''$  West, 125.72 feet;  
thence North  $54^{\circ}24'50''$  West, 57.53 feet to a point on the Northeasterly line of said Lot 1;  
thence South  $67^{\circ}45'23''$  East a distance of 274.59 feet to the point of beginning of this description.

The hereinabove described tract contains 3,331 square feet, more or less.

Prepared by:

James A. Locey  
PLS 18937  
Expires: 12/31/2026





LINE TABLE		
LINE	BEARING	DISTANCE
L1	S85°31'32"W	39.56'
L2	N67°54'34"W	45.24'
L3	N45°48'02"W	13.28'
L4	N67°54'34"W	125.72'
L5	N54°24'50"W	57.53'



**EASEMENT EXHIBIT**  
 LOT 1, BLOCK 7,  
 MILL RIVER FIRST ADDITION  
 CITY OF COEUR D'ALENE  
 KOOTENAI COUNTY, IDAHO

SHEET 1 OF 1

**DURYEA**  
**& ASSOCIATES**  
 A DIVISION OF DCI ENGINEERS  
 707 W. 2nd Ave., Spokane, WA 99201  
 JOB NO. 23042-0072



## CITY COUNCIL STAFF REPORT

**DATE:** October 7, 2025  
**FROM:** Troy Tymesen, City Administrator/Arts Commission Liaison  
**SUBJECT:** APPROVAL OF AWARD OF “ART SPOTLIGHT CDA” GRANTS

---

**DECISION POINT:** Should Council approve the award of Art Spotlight CDA program grants to the Lake City Playhouse, Coeur d’Alene Summer Theater, and Music Conservatory of Coeur d’Alene using dedicated Art Funds?

**HISTORY:** The City of Coeur d’Alene Arts Commission was created to, among other things, stimulate and encourage, throughout the City and surrounding area, the study and presentation of the fine arts, as well as public interest and participation therein; to take such steps as may be necessary and appropriate to encourage public interest in the cultural heritage of our City; to expand the City's cultural resources; and to encourage and assist freedom of artistic expression essential for the wellbeing of the arts. *See* Municipal Code § 2.84.040. The City adopted a Public Arts Policy in 1999, revised in 2008 and 2017. In that Policy, the City set out the goals of the Public Arts Program which included broadening the role of the artist in the community, promoting public dialogue and understanding of public art, and advocating for arts education. Performing arts are a distinguishing part of our public history and culture. Theatre, music, dance, and opera create and enhance the neighborhood and community identity. These live performances and the organizations that produce them add to the cultural landscape and character of the City.

The Art Spotlight CDA program is intended to support performing arts organizations to sustain and broaden their programs for the enrichment of the community and support of programming that draws audiences both locally and nationwide. Throughout the year, Coeur d’Alene attracts thousands of visitors; a rich offering of performing arts increases what the City has to offer.

The Coeur d’Alene Arts Commission published a call for performing arts organizations on June 5, 2025, requiring applicants to submit a letter that describes in detail the project, program, or production to be funded and how it will enhance the community. The letter was to include how the funding will be utilized and how the Arts Commission and City will be recognized as a sponsor.

Eligibility criteria include:

- Applicants must be based in Kootenai County, Idaho
- Applicants must be a 501(c)(3) nonprofit organization.
- Applicants must be in good standing with the City and the community.
- Applicant companies must have completed at least five (5) years of performing arts programming prior to the application deadline date.
- Applicants may submit one (1) application per grant cycle year.
- Applicants must be from an organization that regularly schedules and engages performing artists to perform before general audiences in the community, and manages the related performance logistics as an ongoing and significant component of their organization’s activity.

The call closed on August 15, 2025, and the City received a total of eight (8) applications which were reviewed by a Selection Committee composed of two Arts Professionals, two community members, two Performing Arts Professionals, and a Councilmember. The Selection Committee met on August 25, 2025, and recommended to the Arts Commission a grant of \$5,000 each to Lake City Playhouse, Coeur d'Alene Summer Theater, and Music Conservatory of Coeur d'Alene. The Arts Commission, at its August 26, 2025, regular meeting, approved the recommendation and directed that the grant of \$5,000 each to Lake City Playhouse, Coeur d'Alene Summer Theater, and Music Conservatory of Coeur d'Alene be brought before Council for final approval. The first year period will run from the beginning of November 2025 through the end of October 2026, with a second-year option running from November 2026 through the end of October 2027.

**FINANCIAL ANALYSIS:** The total funds to be provided, using dedicated Art Fund dollars, would not exceed \$15,000 annually. The three performing arts organizations selected will be funded in the amount of \$5,000 for the first year. A second payment of the same amount may be paid to the companies at the start of the second year for the same project, program, production, or one that contains the same criteria as the work funded in the first year, should the organizations be chosen to repeat the program funding.

**DECISION POINT/RECOMMENDATION:** Council should approve the award of Art Spotlight CDA program grants to Lake City Playhouse, Coeur d'Alene Summer Theater, and Music Conservatory of Coeur d'Alene in the amount of \$5,000 each, for a total of \$15,000, using dedicated Art Funds.

## **Art Spotlight CDA Grant Agreement**

**Date of Agreement:** \_\_\_\_\_

**Grantee:** \_\_\_\_\_

**Purpose of Grant:** \_\_\_\_\_

**Total Amount of Grant:** \$5,000.00

**Grant Period:** November 1, 2025 – October 31, 2026

This grant is awarded by the City of Coeur d’Alene (hereinafter referred to as the “City”) to Grantee subject to the following terms and conditions:

A. Grantee acknowledges and agrees that:

1. It is based in Kootenai County, Idaho;
2. It is a 501(c)(3) nonprofit organization;
3. It is in good standing with the City and the community;
4. It has completed at least five (5) years of performing arts programming;
5. It is an organization that regularly schedules and engages performing artists to perform before general audiences in the community and manages the related performance logistics as an ongoing and significant component of their organization’s activity;
6. It will use the grant funds only for the project, program, or production described in their application;
7. It will use the grant funds within one year, prior to October 31, 2026;
8. It has a social security number or tax identification number issued by the Internal Revenue Service; and
9. It will maintain adequate liability insurance, and provide proof of such insurance to the City, for any project, program, or production funded in whole or in part by the grant funds.

B. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount shown above without an amendment to this agreement and authorization from City Council for additional funds.

C. Grantee may not use any grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. Grantee further agrees that funds provided under this Agreement will not be used for religious activities such as worship, religious instruction, or proselytizing. This grant must be used for the purposes identified above, as described in the Grantee’s application and related correspondence, and may not be

expended for any other purposes. Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The City may request that Grantee return any unexpended grant funds remaining at the end of the grant period.

D. Grantee will provide the City a written Report at the end of the grant period describing in detail the use of the grant funds

E. Grantee will provide promptly such additional information, reports, and documents as the City may request and will allow the City's representatives to have reasonable access during regular business hours to files, records, accounts, or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by the City.

F. Grantee will allow the City's Arts Commission to review and approve the text of any proposed publicity concerning this grant prior to its release. All promotional items, regardless of media format, shall have an approved CDA Arts Commission logo and acknowledgment of the grant funding.

G. The City reserves the right to discontinue, modify, or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if, in the City's sole discretion, it deems such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant; or (3) to comply with any law or regulation applicable to the Grantee, to the City, or this grant.

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

I. Grantee's acceptance of any grant funds will constitute its agreement to the terms and conditions set forth herein. However, for the City's files, please have the enclosed copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee and then returned to us within three weeks of receipt of this agreement. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the City's grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

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

**Printed Name:** \_\_\_\_\_

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

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** October 7, 2025  
**FROM:** Todd Feusier, Streets & Engineering Director  
**SUBJECT:** Requesting Authorization for the Purchase of a 2025 Caterpillar 310 Mini Excavator w/ Bucket for the Drainage Utility

=====

**DECISION POINT:** Should Council approve the purchase of a new 2025 Caterpillar 310 Mini Excavator w/ Bucket from Western States Cat in the amount of \$167,227.10, for the City of Coeur d'Alene Drainage Utility.

**HISTORY:** The City of Coeur d'Alene Drainage Utility is responsible for the installation and maintenance of the City's stormwater infrastructure. Proper equipment is necessary to achieve compliance with our requirements and responsibilities.

**FINANCIAL ANALYSIS:** The excavator w/bucket is included in the adopted 25/26 financial plan with a budget of \$170,000.00. The amount from Western States Cat is a Sourcewell bid. Sourcewell has competitively bid on this equipment and the City can purchase the same equipment for the same price. Such a purchase is authorized by Idaho Code § 67-2807 which provides: "With the approval of its governing board, a political subdivision may participate in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations thereof. Political subdivisions may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes. Goods or services procured by participation in such cooperative agreements or programs shall be deemed to have been acquired in accordance with the requirements of this chapter."

**PERFORMANCE ANALYSIS:** The addition of this excavator w/bucket to the Drainage Utility fleet will provide safer, more efficient stormwater infrastructure maintenance and installation.

**DECISION POINT/RECOMMENDATION:** Council should approve the purchase of a new 2025 Caterpillar 310 Mini Excavator w/ Bucket from Western States Cat in the amount of \$167,227.10 for the Drainage Utility fleet.



Hayden  
10780 N Highway 95 Hayden, ID 83835  
208.762.6690

**SOLD TO:**  
City Of Coeur D'Alene  
710 E Mullan Ave  
ATTN: Amanda  
Coeur D Alene, ID 83814-3958

**SHIP TO:**  
Office  
710 E Mullan Ave  
ATTN: Amanda  
Coeur D Alene, ID 83814-3958

## SALES AGREEMENT

AGREEMENT: Q000422416-1  
AGREEMENT DATE: 9/30/2025  
AGREEMENT EXPIRES: 7/10/2025  
WAREHOUSE: Hayden Machine Sales  
CUSTOMER NO.: 1055800  
CUSTOMER PO:  
SALESMAN: Jeff D Shaw  
208-659-3003  
Jeff.Shaw@wseco.com

ITEM DESCRIPTION	PRICE
2025 Caterpillar 310 Mini Excavator S/N: WZ900176 SMU: 5 hrs ID:E0160175	\$162,965.39
● Caterpillar THUMB 310H S/N: A4253TH20028 ID: E0159851	
● Caterpillar CPLR 310H S/N: 4935971 ID: E0159856	
● Caterpillar 24" HD BKT 9.5CFT 310 S/N: A6254BK20009 ID: E0161435	
● New Warranty - 60 mo 2,000 hrs - PREMIER	
● Delivery Freight	
● EMS Basic - 1 Yr / 500 Hr Parts Only Preventative Maintenance Kit.	

Notes	Before Tax Balance	\$162,965.39
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$162,965.39

Western States Equipment	City Of Coeur D'Alene
Order Received by _____	Approved and Accepted by _____
Title Regional Sales Manager Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



## SALES AGREEMENT

NO.: Q000422416-1

### EQUIPMENT DETAILS

---

8T0328 WASHER-HARD  
9X2044 SCREW-TRUSS HEAD  
0960192 LOCKWASHER  
5158096 CABLE AS  
6218167 RADIO GP-AM/FM  
6518381 CPM - MHE 310  
6288023 PRODUCT LINK, CELLULAR PLE643  
0P3380 INSTRUCTIONS, ENGLISH  
0P4299 PACKING, LAST MILE PROGRAM  
5951980 BELT AS-SEAT  
2041611 STRAP, CABLE  
4548480 ALARM AS-BACKUP  
5116180 MONITOR NEXT GEN, ADVANCED, CR  
5122580 BOOM GP  
5137130 LINES GP-GREASE  
5148054 LINES, BOOM  
5161616 LINES, QC, LONG STICK, 3 LINE  
2180651 FILM-KEY SWITCH  
5226472 LIGHTS, LED  
5041365 FILM, AM-NORTH  
8T1482 WASHER-HARD  
2582111 CAP  
5571709 SOFTWARE, PROPORTIONAL CONTROL  
5571711 SOFTWARE, 2 WAY CONTROL  
5589100 CONTROL, HYD, COUPLER, 3 LINE  
6055049 310 08A CR MINI EXCAVATOR  
6138538 EOU BKT LINK WITH EYE, 10T  
6148128 SEA, E-FENCE SOFTWARE  
6286162 HEATER, WATER JACKET  
3216069 HARNESS AS  
7K1181 STRAP  
6388109 SEAT, AIR SUSP, FABRIC, HEATED  
6470970 STD BLADE AND TRACK W/PADS  
6470972 STICK, LONG  
5406735 THUMB, HYDRAULIC, 10T  
4855306 COUPLER, PG, HYDR.D.LOCK, 10T  
0P0227

9X2038 WASHER-HARD  
0950735 SCREW-PAN HEAD  
5158094 ROD-ANTENNA(650)  
5575096 BRACKET-RADIO  
6501265 310 08A MHE DCA8XA  
6394467 INTEGRATED RADIO V2  
0P9003 LANE 3 ORDER  
0P2266 SHIPPING/STORAGE PROTECTION  
5106085 BELT, SEAT, 3" RETRACTABLE  
5116157 ALARM, TRAVEL  
5116208 HARNESS AS  
9X2045 SCREW-TRUSS HEAD  
5122572 BOOM, FIXED  
5137127 LINES GP-BOOM  
5207313 PIN GP-EXCAVATOR  
5148068 LINES, STICK  
5226460 CAT KEY, WITH PASSCODE OPTION  
4678535 SWITCH AS-START  
5239613 INSTRUCTIONS, CANADA  
5256657 COUNTERWEIGHT, EXTRA, 550LBS  
1475112 BOLT-HEX HEAD  
5426390 CTWT AS-EXTRA  
5571710 SOFTWARE, STICK STEER CONTROL  
5571713 SOFTWARE, CODED START  
6033475 ELECTRICAL ARR, C2.8 HRC  
6096930 ENGINE, EPA TIER 4 FINAL  
6138543 EOU HARDWARE, 10 TON  
6148131 SEA, INDICATE SOFTWARE  
3S2093 STRAP, CABLE  
5104361 HEATER-JW  
3817473 HARNESS AS  
6395577 INSTRUCTIONS, ANSI  
6470991 CAMERA, REAR AND SIDE  
0P0227 MINI HYD EXCAVATOR WORK TOOLS  
0P0227 MINI HYD EXCAVATOR WORK TOOLS  
5563635 PINS, 60MM, MHE 10T-  
5477031 BUCKET-HD, 24", 9.5



## TERMS AND CONDITIONS

**1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS:** This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

**2. PAYMENT TERMS:** Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

**3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL:** Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

**4. INSURANCE:** Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

**5. TIME OF DELIVERY AND SHIPPING:** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

**6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS:** Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.



All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

**7. ASSIGNMENTS:** No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**8. NO WARRANTY:** Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

**10. LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

**11. FORCE MAJEURE:** WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, stature, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

**12. INDEMNITY:** Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

**13. DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

**14. JURISDICTION AND VENUE:** This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

**15. EQUIPMENT DATA:** This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

**CUSTOMER:** \_\_\_\_\_

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

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

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

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

**WESTERN STATES EQUIPMENT COMPANY**

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

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

Title: Regional Sales Manager

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





**STANDARD WARRANTY AND APPLICATION FOR  
EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS**

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

**COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS)** - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Coeur D'Alene		OWNER PHONE		
OWNER ADDRESS, CITY and ZIP CODE 710 E Mullan Ave ATTN: Amanda Coeur D Alene, ID 83814-3958				
EXTENDED WARRANTY COVERAGE New Warranty - 60 mo 2,000 hrs & PREMIER				
MODEL 310	PRODUCT DESCRIPTION 310 Mini Excavator	HOUR METER 5	SERIAL NUMBER WZ900176	DELIVERY DATE

**IMPORTANT NOTE TO OWNER:** Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

**ACKNOWLEDGEMENTS:** I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements \_\_\_\_\_ (initial)

OWNER/LESSEE SIGNATURE :

DATE:

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE :

DATE:

**TRANSFER:** The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.



## CATERPILLAR STANDARD WARRANTY

**General Provisions:** Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

**Warranty Period:** The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

**Caterpillar Responsibilities:** If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

### EXTENDED REPAIR COVERAGE

**A. General Provisions:** During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

**Warranty Periods:** Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

**Owners Responsibilities:** The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

**Power Train Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

**Power Train Plus Hydraulics Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

**Full Machine Extended Coverage:** All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.



**B. ITEMS NOT COVERED:** Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

**C. TERMINATION OF EXTENDED COVERAGE:** Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

**D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY:** In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

**E. OBTAINING EXTENDED COVERAGE SERVICE:** To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

**F. TRANSFER OF UNUSED COVERAGE UPON RESALE:** Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

**G. CANCELLATION OF COVERAGE:** The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

**H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.**

**I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.**

**J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 1 800 248-4228**





Caterpillar Inc.  
Peoria, Illinois 61629

☐ Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

### Delivery Service Record

### Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	310	WZ900176	5		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No, Fabricante y Modelo o N/P THUMB 310H	Mfr. & Model or Part No, Fabricante y Modelo o N/P CPLR 310H	Mfr. & Model or Part No, Fabricante y Modelo o N/P 24" HD BKT 9.5CFT 310	Mfr. & Model or Part No, Fabricante y Modelo o N/P
Serial No. A4253TH20028 N/S	Serial No. 4935971 N/S	Serial No. A6254BK20009 N/S	Serial No. N/S

Customer Name (Please Print) City Of Coeur D'Alene  
Nombre del Cliente (con letra de imprenta)

Dirección postal completa 710 E Mullan Ave ATTN: Amanda Coeur D Alene, ID 83814-3958

Country  
pais USA

Delivery service on this machine has been completed, including the following items. Check ( ) when each item is completed.  
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ( ) cada punto que complete.

- |   |  |
|---|--|
| <input type="checkbox"/> 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.<br>Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.               | <input type="checkbox"/> 3. Parts Book delivered with machine.<br>Se entregó con la máquina el Catálogo de Piezas.   |
| <input type="checkbox"/> 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.<br>Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos. | <input type="checkbox"/> 4. All items on Delivery Checklist have been completed.<br>Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03). |

User's Signature  
Firma del usuario

Dir. Rep. Signature  
Firma del representante del distribuidor

### Delivery Checklist CONTINUED ON REVERSE SIDE

#### At dealership

- ☐ Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- ☐ Make sure all necessary forms and literature are available.
- ☐ All decals are installed.
- ☐ All attachments are installed/available.
- ☐ Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

#### At delivery area with customer (owner, operator):

- ☐ Explain Parts Book.
- ☐ Explain all warning labels on machine.
- ☐ Show location of all serial numbers on machine.

#### Lubrication and Maintenance.

- ☐ Explain Maintenance Guide.
- ☐ Instruct how to use lubrication and maintenance chart.
- ☐ Show all lubrication points on the machine and attachments.

### Lista de Comprobación SIGUE AL DORSO

#### En la distribuidora

- ☐ Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- ☐ Asegurese que hay disponibles todas las formas y folletos necesarios.
- ☐ Se han puesto todas las etiquetas.
- ☐ Todos los accesorios están instalados/disponibles.
- ☐ Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

#### En el lugar de entrega, con el cliente (propietario, operador).

- ☐ Explicar el Catálogo de Piezas.
- ☐ Explicar todos los rótulos de advertencia de la máquina.
- ☐ Mostrar ubicación de todos los números de serie en la máquina.

#### Lubricación y Conservación

- ☐ Explicar la Guía de Conservación.
- ☐ Indicar cómo se utiliza el cuadro de lubricación y conservación.
- ☐ Mostrar todos los puntos de lubricación de la máquina y accesorios.



## DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

### FOR DEALER USE ONLY

Company : \_\_\_\_\_

Company Name (print) : \_\_\_\_\_

Company Representative (print) : \_\_\_\_\_

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

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

Company UCID : \_\_\_\_\_

Company Representative CWS ID : \_\_\_\_\_

Main Store Dealer Code : \_\_\_\_\_

Dealer Representative Name : \_\_\_\_\_

Dealer Representative CWS ID : \_\_\_\_\_



## New Machine Purchase - Customer Value Agreement Basic Parts Only Kit



Customer : City Of Coeur D'Alene

Date : Tuesday, September 30, 2025

Account # : 1055800

Delivery Date : 9/11/2025

Western States Equipment Contact : Jeff.Shaw@wseco.com

### MACHINE INFORMATION

Machine Serial : WZ900176

Single 500 Hr. Service

Machine Model : 310 Mini Excavator

### CLIENT INFORMATION

Address (no P.O. box) : \_\_\_\_\_

City : \_\_\_\_\_ State : \_\_\_\_\_ Zip : \_\_\_\_\_

Contact's Email : \_\_\_\_\_

### WESTERN STATES RESPONSIBILITIES

- Provide Basic Parts Only Kit (POK) for Oil Change. Includes: Engine Oil Filter, Fuel Filter(s), necessary seals and gaskets, primary engine air filter and two SOS samples for hydraulic and engine oil sampling
- The 500 hour POK kit will be used for the first 500 hour service
- We will monitor and proactively ship your POK kits in advance for the service interval or at the end of the 12 months from agreement date
- Provide personalized product consultation

### CLIENT'S RESPONSIBILITIES

- Maintain working telematics systems, Productlink or equivalent telematics
- Perform all 10 hr., 50 hr., 100 hr., and 250 hr. scheduled maintenance and inspections as outlined in the applicable Caterpillar and/or other Manufacturer's Operation & Maintenance Manual
- Maintain accurate records of daily inspections, including machine operating hours
- Client is responsible for following all requirements as defined in the Operation Maintenance Manual at the appropriate service schedule intervals
- Daily Checks: Walk around inspection, engine air filters, fluid levels, grease, top off oils

### TERMS OF AGREEMENT

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("Terms and Conditions"), which are available at <https://www.westernstatescat.com/termsandconditions/>. A hard copy of the Terms and Conditions is available upon written request to [legal@wseco.com](mailto:legal@wseco.com). Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

\_\_\_\_\_  
Client Signature and Date

\_\_\_\_\_  
Western States Equipment Signature and Date



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First Name

---

Last Name

---

Email

---

Phone

---

Company

### WHAT WOULD YOU LIKE ACCESS TO?

- ☐ VisionLink® (fleet management)
- ☐ Parts.Cat.Com/Cat® Central (buy parts online)
- ☐ Cat® Inspect (paperless inspection platform)
- ☐ Cat® SOS Manager (oil samples)
- ☐ Cat® Rental Store (manage equipment rentals)
- ☐ Cat® SIS (service & parts information)



## SALES AGREEMENT

AGREEMENT: Q000438272-1

AGREEMENT DATE: 9/29/2025

AGREEMENT EXPIRES: 10/29/2025

WAREHOUSE: Hayden Machine Sales

CUSTOMER NO.: 1055800

CUSTOMER PO:

SALESMAN: Jeff D Shaw

208-659-3003

Jeff.Shaw@wseco.com

Hayden  
10780 N Highway 95 Hayden, ID 83835  
208.762.6690

### SOLD TO:

City Of Coeur D'Alene  
710 E Mullan Ave  
ATTN: Amanda  
Coeur D Alene, ID 83814-3958

### SHIP TO:

Office  
710 E Mullan Ave  
ATTN: Amanda  
Coeur D Alene, ID 83814-3958

### ITEM DESCRIPTION

### PRICE

Caterpillar 71" GD BKT 24CFT 310 S/N: A6227MD20012 YEAR: 2023 ID: E0118926

\$4,261.71

### Notes

Before Tax Balance	\$4,261.71
Sales Tax	\$0.00
Trade Payoff	\$0.00
Downpayment	\$0.00
<b>Net Due</b>	<b>\$4,261.71</b>

### Western States Equipment

### City Of Coeur D'Alene

Order Received by \_\_\_\_\_

Approved and Accepted by \_\_\_\_\_

Title Salesman \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Warranty Document Received (initial) \_\_\_\_\_

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



# Cat<sup>®</sup> 310

## MINI HYDRAULIC EXCAVATOR

### FEATURES:

The Cat<sup>®</sup> 310 Mini Excavator delivers maximum power and performance in a mini size to help you work in a wide range of applications.

#### ALL DAY COMFORT

- A sealed and pressurized cab is equipped with an improved air conditioning system, adjustable wrist rests and a suspension seat to help keep you working comfortably all day long.

#### EASY TO OPERATE

- Controls are easy to use and the intuitive Next Generation Monitor provides customizable machine operator preferences and easy to read machine information.

#### STICK STEER TRAVEL MODE

- Moving around the job site is even easier with the Cat Stick Steer option. Easily switch from traditional travel controls with levers and pedals to joystick controls with a push of a button. The benefit of less effort and improved control is in your hands!

#### BIG PERFORMANCE IN A MINI DESIGN

- Increased lifting, swinging, travel and multi-functioning performance helps you get the job done more efficiently, and blade float allows for easy clean up.

#### SAFETY ON THE JOB SITE

- Your safety is our top priority. The Cat mini excavator is designed to help keep you safe on the job. A back-up camera, courtesy work lights and a fluorescent retractable seat belt with optional seat belt reminder system are just a few of the safety features we've built into the machine.

#### SIMPLE SERVICE FOR LESS DOWNTIME

- Maintenance is quick and easy on the Cat mini excavator. Routine check points are easy to access at ground level with grouped service points and robust service panels.

#### LOWER OPERATING COSTS

- Equipped with features such as auto idle, auto engine shutdown, and efficient hydraulics with a variable displacement pump, the Cat mini excavator was designed with reducing your operating costs in mind.

#### UNMATCHED DEALER SUPPORT

- Your Cat dealer is here to help you reach your business goals. From providing equipment solutions to operator training to service needs and beyond, your Cat dealer is ready to help.



# 310 Mini Hydraulic Excavator

## Specifications

### Engine

Engine Model	Cat® C3.3B	
U.S. EPA Tier 4 Final/EU Stage V		
<b>Net Power @ 2,200 rpm</b>		
ISO 9249:2007, 80/1269/EEC	51.8 kW	69.5 hp
<b>Gross Power</b>		
SAE J1995:2014	55.4 kW	74.3 hp
Bore	94 mm	3.7 in
Stroke	120 mm	4.7 in
Displacement	3.33 L	203 in³

- Net power advertised is the power available at the flywheel when the engine is equipped with air cleaner, exhaust system and fan.
- Advertised power is tested per the specified standard in effect at the time of manufacture.

### Weights

Minimum Operating Weight with Cab*	9601 kg	21,170 lb
Maximum Operating Weight with Cab**	10 182 kg	22,451 lb

\*Minimum Weight is based on steel tracks, no counterweight, operator, full fuel tank, long stick, blade and no bucket.

\*\*Maximum Weight is based on steel tracks with rubber pads, counterweight, operator, full fuel tank, long stick, blade and no bucket.

### Weight Increase from Minimum Configuration

Counterweight	250 kg	552 lb
Steel Tracks with Pads	330 kg	728 lb

### Travel System

Travel Speed – High	4.7 km/h	2.9 mph
Travel Speed – Low	2.6 km/h	1.6 mph
Maximum Traction Force – High Speed	28.9 kN	6,497 lb
Maximum Traction Force – Low Speed	84.8 kN	19,064 lb
Ground Pressure – Minimum Weight	41.68 kPa	6.0 psi
Ground Pressure – Maximum Weight	44.2 kPa	6.4 psi
Gradeability (maximum)	30 degrees	

### Service Refill Capacities

Cooling System	10.0 L	2.6 gal
Engine Oil	11.2 L	3.0 gal
Fuel Tank	145 L	38 gal
Hydraulic Tank	53 L	14 gal
Hydraulic System	140 L	37 gal

### Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow @ 2,400 rpm	233 L/min	62 gal/min
Operating Pressure – Equipment	285 bar	4,134 psi
Operating Pressure – Travel	285 bar	4,134 psi
Operating Pressure – Swing	230 bar	3,336 psi
Maximum Auxiliary Circuit – Primary		
Flow at Pump*	131 L/min	35 gal/min
Pressure at Pump*	285 bar	4,134 psi
Maximum Auxiliary Circuit – Secondary		
Flow at Pump*	33 L/min	9 gal/min
Pressure at Pump*	285 bar	4,134 psi
Digging Force – Stick	49.2 kN	11,060 lb
Digging Force – Bucket	77.7 kN	17,459 lb

\*Flow and pressure are not combinable. Under load, as flow rises pressure goes down.

### Swing System

Machine Swing Speed	10.6 rpm
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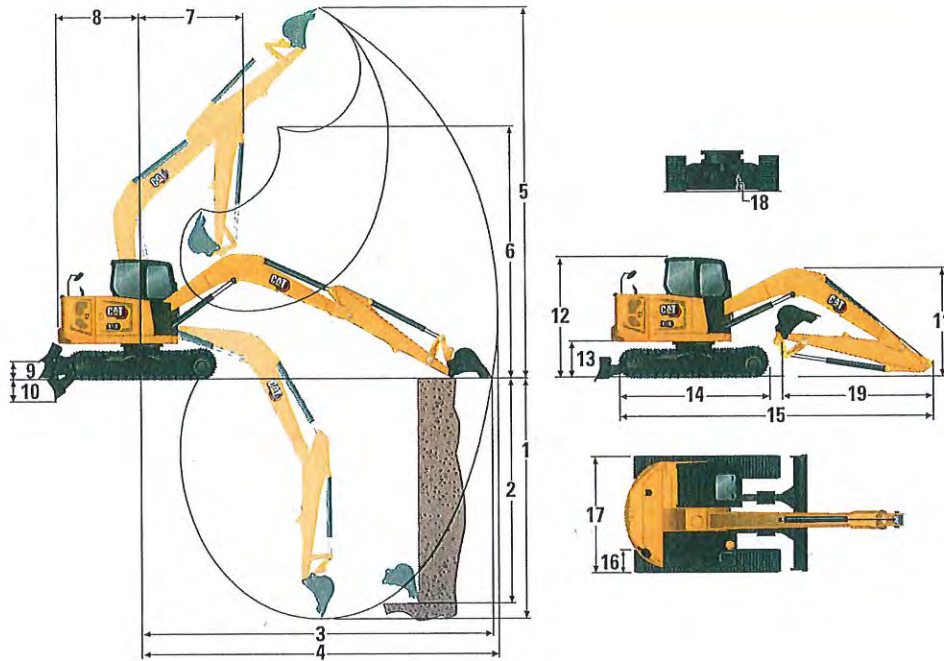
### Blade

Width (Standard)	2470 mm	97.2 in
Width (Wide)	2640 mm	103.9 in
Height	431 mm	17.0 in

### Certification – Cab

Roll Over Protective Structure (ROPS)	ISO 12117-2:2008
Top Guard	ISO 10262:1998 (Level I)

# 310 Mini Hydraulic Excavator



## Dimensions

1 Dig Depth	5211 mm	205.2 in
2 Vertical Wall	4385 mm	172.6 in
3 Maximum Reach at Ground Level	7570 mm	298.0 in
4 Maximum Reach	7695 mm	303.0 in
5 Maximum Dig Height	7970 mm	313.8 in
6 Maximum Dump Clearance	5829 mm	229.5 in
7 Boom in Reach	2116 mm	83.3 in
8 Tail Swing with Counterweight	1933 mm	76.1 in
Tail Swing without Counterweight	1800 mm	70.9 in
9 Maximum Blade Height	421 mm	16.6 in
10 Maximum Blade Depth	478 mm	18.8 in
11 Boom Height in Shipping Position		
Boom Transport – No Tools*	2550 mm	100.4 in
Boom Working – With Tools**	2700 mm	106.3 in
12 Cab Height	2541 mm	100.0 in
13 Swing Bearing Height	735 mm	28.9 in
14 Overall Undercarriage Length	3200 mm	126.0 in
15 Overall Shipping Length		
with Counterweight	6983 mm	274.9 in
without Counterweight	6850 mm	269.7 in
16 Track Belt/Shoe Width	450 mm	17.7 in
17 Overall Track Width	2470 mm	97.2 in
18 Ground Clearance	356 mm	14.0 in
19 Stick Length	2500 mm	98.4 in

\*Boom Height when stick is pinned in transport position (if available) with no attachments.

\*\*Boom Height when stick is pinned in working position with attachments.



# 310 Mini Hydraulic Excavator

## Lift Capacities – Minimum Configuration<sup>1</sup>

Lift Point Height			3 m (9.8 ft)			4.5 m (14.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Long Stick	kg (lb)				2680* (5,909*)	2680* (5,909*)	2680* (5,909*)	1545* (3,407*)	1545* (3,407*)	1545* (3,407*)	5.78 19.0
3 m (9.8 ft)	Long Stick	kg (lb)	3960* (8,732*)	3960* (8,732*)	3960* (8,732*)	2980* (6,571*)	2980* (6,571*)	2435 (5,369)	1530* (3,374*)	1530* (3,374*)	1530* (3,374*)	6.37 20.9
1.5 m (4.9 ft)	Long Stick	kg (lb)	5110* (11,268*)	5110* (11,268*)	4175 (9,206)	3370* (7,431*)	2790 (6,152)	2250 (4,961)	1610* (3,550*)	1610* (3,550*)	1240 (2,734)	6.58 21.6
0 m (0 ft)	Long Stick	kg (lb)	5430* (11,973*)	5430* (11,973*)	3830 (8,445)	3550* (7,828*)	2625 (5,788)	2100 (4,631)	1815* (4,002*)	1530 (3,374)	1245 (2,745)	6.45 21.2

<sup>1</sup>Minimum Weight includes steel tracks, no counterweight, operator, full fuel tank, long stick, blade and no bucket.

## Lift Capacities – Maximum Configuration<sup>2</sup>

Lift Point Height			3 m (9.8 ft)			4.5 m (14.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Long Stick	kg (lb)				2680* (5,909*)	2680* (5,909*)	2680* (5,909*)	1545* (3,407*)	1545* (3,407*)	1545* (3,407*)	5.78 19.0
3 m (9.8 ft)	Long Stick	kg (lb)	3960* (8,732*)	3960* (8,732*)	3960* (8,732*)	2980* (6,571*)	2980* (6,571*)	2980* (6,571*)	1530* (3,374*)	1530* (3,374*)	1530* (3,374*)	6.37 20.9
1.5 m (4.9 ft)	Long Stick	kg (lb)	5110* (11,268*)	5110* (11,268*)	5110* (11,268*)	3370* (7,431*)	3370* (7,431*)	2485 (5,479)	1610* (3,550*)	1610* (3,550*)	1390 (3,065)	6.58 21.6
0 m (0 ft)	Long Stick	kg (lb)	5430* (11,973*)	5430* (11,973*)	4250 (9,371)	3550* (7,828*)	2910 (6,417)	2335 (5,149)	1815* (4,002*)	1815* (4,002*)	1395 (3,076)	6.45 21.2

<sup>2</sup>Maximum Weight includes steel tracks with rubber pads, counterweight, operator, full fuel tank, long stick, blade and no bucket.

\*The above loads are in compliance with hydraulic excavator lift capacity rating standard ISO 10567:2007 and they do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity. The excavator bucket weight is not included on this chart. Lifting capacities are for long stick.



# 310 Mini Hydraulic Excavator

## Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional		Standard	Optional
<b>ENGINE</b>			<b>OPERATOR ENVIRONMENT (continued)</b>		
Cat C3.3B Diesel Engine (U.S. EPA Tier 4 Final/ EU Stage V) – Electronic Engine, Turbo, Diesel Particulate Filter (DPF)	✓		LED Interior Light	✓	
Automatic Engine Idle	✓		Literature Holder	✓	
Automatic Engine Shutdown	✓		Mounting Bosses for Top and Front Guards	✓	
Automatic Swing Brake	✓		12V Power Socket	✓	
Automatic Two Speed Travel	✓		Radio – Bluetooth, Auxiliary, Microphone, USB (charging only)	✓	
Fuel Water Separator with Indicator	✓		Cat Grade with Advanced 2D		✓
Radial Seal – Double Element Air Filter	✓		Cat Grade with 3D		✓
Extended Life Coolant, –37° C (–37° F)	✓		Skylight	✓	
<b>HYDRAULICS</b>			Signaling/Warning Horn	✓	
Electronic Variable Displacement Piston Pump	✓		Cab and (left side) Boom Work Lights	✓	
Load Sensing/Flow Sharing Hydraulics	✓		Utility Space for Mobile Phone	✓	
Power On Demand	✓		Rain Visor		✓
Hydraulic Temperature Monitoring	✓		Next Generation Color LCD Monitor (IP66)	✓	
Certified Accumulator	✓		– Jog Dial Interface	✓	
HYDO™ Advanced Hydraulic Oil	✓		– Fuel Level and Coolant Temperature Gauges	✓	
<b>OPERATOR ENVIRONMENT</b>			– Maintenance and Machine Monitoring	✓	
TOPS – ISO 12117:1997	✓		– Performance and Machine Adjustments	✓	
ROPS ISO 12117-2:2008	✓		– Numeric Security Code	✓	
Stick Steer Mode	✓		– Multiple Languages	✓	
Travel Cruise Control	✓		– Camera Ready (IP68 & IP69K)	✓	
Control Pattern Changer	✓		– Hour Meter with Wake Up Switch	✓	
Adjustable Wrist Rests	✓		Next Generation Advanced Monitor		✓
Molded Footrests	✓		(below are all included with Next Generation Advanced Monitor option)		
Removable, Washable Floor Mat	✓		– Touch Screen		
Travel Pedals and Hand Levers	✓		– Site Reference System		
Cat Key with Passcode Option	✓		– High Definition Camera Capable (IP68 and IP69K)		
Push to Start with Bluetooth® Key		✓	– Numeric Security Code		
HVAC with Automatic Temperature Control	✓				
Hydraulic Lockout Controls	✓				
Integrated Lower Front Window	✓				
Assisted Front Window Overhead Storage	✓				
Rear Window Emergency Exit	✓				
Fabric, High Back, Suspension Seat	✓				
Air Suspension Heated Seat		✓			
Retractable Seat Belt (75 mm/3 in)	✓				
Seat Belt Reminder System		✓			
Coat Hook	✓				
Cup Holder	✓				

(continued on next page)



# 310 Mini Hydraulic Excavator

## Standard and Optional Equipment (continued)

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional		Standard	Optional
<b>UNDERCARRIAGE</b>			<b>ELECTRICAL</b>		
Greased and Lubricated Track	✓		12 Volt Electrical System	✓	
Tie Down Eyes on Track Frame	✓		90 Ampere Alternator	✓	
Dozer Straight Blade	✓		900 CCA Maintenance Free Battery	✓	
Wide Dozer Blade		✓	Battery Disconnect	✓	
Dozer Float	✓		Ignition Key Stop Switch	✓	
Bolt-on, Reversible Wear Edge	✓		Product Link™ Elite (regulations apply)		✓
Steel Tracks (450 mm/17.7 in wide)		✓	Travel Alarm	✓	
Wide Steel Tracks (600 mm/23.6 in)		✓	Rearview Camera		✓
Steel Track with Rubber Pads		✓	Rotating Beacon		✓
Track Guides		✓	<b>GUARDING</b>		
<b>BOOM, STICK AND LINKAGES</b>			Roll Over Protective Structure (ROPS) ISO 12117-2:2008	✓	
One Piece Boom (4300 mm/169.3 in)	✓		Top Guard ISO 10262:1998 (Level II)	✓	
Long Stick (2500 mm/98.4 in)		✓	Top Guard ISO 10262:1998 (Level II)		✓
Front Shovel Capable – Pin-on/Manual Coupler/Hydraulic Coupler for Cat Tools (not available in all regions)	✓		Front Guard (Mesh) ISO 10262:1998 (Level I)		✓
Thumb Ready (not available in all regions)	✓		Front Guard (Heavy Duty) ISO 10262:1998 (Level II)		✓
Attachments including Buckets, Augers and Hammers		✓	<b>OTHER</b>		
2nd Auxiliary Hydraulic Lines		✓	Locks on External Enclosure Doors	✓	
Boom Lowering Check Valve		✓	Lockable Fuel Cap	✓	
Stick Lowering Check Valve		✓	Beacon Socket	✓	
Certified Lifting Eye		✓	Rear Reflectors	✓	
			Water Jacket Heater		✓
			Refueling Pump		✓



# 310 Environmental Declaration

The following information applies to the machine at the time of final manufacture as configured for sale in the regions covered in this document. The content of this declaration is valid as of the date issued; however, content related to machine features and specifications are subject to change without notice. For additional information, please see the machine's Operation and Maintenance Manual.

For more information on sustainability in action and our progress, please visit <https://www.caterpillar.com/en/company/sustainability>.

## Engine

- The Cat® C3.3B engine meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
  - Cat diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels up to:
    - ✓ 20% biodiesel FAME (fatty acid methyl ester)\*
    - ✓ 100% renewable diesel, HVO (hydrogenated vegetable oil) and GTL (gas-to-liquid) fuels
- Refer to guidelines for successful application. Please consult your Cat dealer or "Caterpillar Machine Fluids Recommendations" (SEBU6250) for details.
- \*Engines with no aftertreatment devices can use higher blends, up to 100% biodiesel (for use of blends higher than 20% biodiesel, consult your Cat dealer).*

## Air Conditioning System

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.0 kg (2.20 lb) of refrigerant which has a CO<sub>2</sub> equivalent of 1.430 metric tonnes (1.576 tons).

## Paint

- Based on best available knowledge, the maximum allowable concentration, measured in parts per million (PPM), of the following heavy metals in paint are:
  - Barium < 0.01%
  - Cadmium < 0.01%
  - Chromium < 0.01%
  - Lead < 0.01%

## Sound Performance

Operator Sound Pressure 72 dB(A) (ISO 6396:2008)\*

Average Exterior Sound Pressure 99 dB(A) (ISO 6395:2008)\*\*

\*The declared dynamic operator sound pressure levels per ISO 6396:2008. The measurements were conducted with the cab doors and windows closed.

\*\*The labeled sound power level for the CE marked configurations when measured according to the test procedure and conditions specified in 2000/14/EC.

## Oils and Fluids

- Caterpillar factory fills with ethylene glycol coolants. Cat Diesel Engine Antifreeze/Coolant (DEAC) and Cat Extended Life Coolant (ELC) can be recycled. Consult your Cat dealer for more information.
- Cat Bio HYDO Advanced is an EU Ecolabel approved biodegradable hydraulic oil.
- Additional fluids are likely to be present, please consult the Operations and Maintenance Manual or the Application and Installation guide for complete fluid recommendations and maintenance intervals.

## Features and Technology

- The following features and technology may contribute to fuel savings and/or carbon reduction. Features may vary. Consult your Cat dealer for details.
  - Advanced hydraulic systems balance power and efficiency
  - Power On Demand provides full time efficiency and power when you need it, and is transparent to the operator
  - Auto idle and auto engine shutdown
  - Extended maintenance intervals reduce fluid and filter consumption
  - Remote Flash and Remote Troubleshoot (if equipped)
  - Mini Hydraulic Excavator Ease of Use features improve operator efficiency minimizing fuel consumption (if equipped)
  - Cat Grade with Advanced 2D and 3D improves operator efficiency minimizing fuel consumption (if equipped)

## Recycling

- The materials included in machines are categorized as below with approximate weight percentage. Because of variations of product configurations, the following values in the table may vary.

Material Type	Weight Percentage
Steel	65.52%
Iron	21.19%
Rubber	3.50%
Mixed Metal	2.20%
Other	1.89%
Nonferrous Metal	1.81%
Plastic	1.55%
Fluid	1.47%
Mixed-Metal and Nonmetal	0.85%
Mixed Nonmetallic	0.01%
Uncategorized	0.00%
Total	100.00%

- A machine with higher recyclability rate will ensure more efficient usage of valuable natural resources and enhance End-of-Life value of the product. According to ISO 16714 (Earth-moving machinery – Recyclability and recoverability – Terminology and calculation method), recyclability rate is defined as percentage by mass (mass fraction in percent) of the new machine potentially able to be recycled, reused or both.

All parts in the bill of material are first evaluated by component type based on a list of components defined by the ISO 16714 and Japan CEMA (Construction Equipment Manufacturers Association) standards. Remaining parts are further evaluated for recyclability based on material type.

Because of variations of product configurations, the following values in the table may vary.

Recyclability – 96%

OTHER BUSINESS

**CITY COUNCIL  
STAFF REPORT**

**DATE:**           **OCTOBER 7, 2025**

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

**SUBJECT:**   **CDBG: AUTHORIZATION TO ENTER INTO GRANT AGREEMENTS  
USING PY2025 FUNDS AND REALLOCATION OF PY2020, 2021, 2022, &  
2024 FUNDS**

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**DECISION POINT:** Should Council approve funding and authorize staff to enter into Community Development Block Grant (CDBG) award agreements for Plan Year 2025 (PY25) with Lake City Center, Coeur d’Alene School District 271, and Heritage Place Apartments, LLC (Orchard Ridge Senior Living)?

**HISTORY:**

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

The City received notice from HUD that the PY25 annual allocation is \$290,998.00, of which \$76,099.00 is budgeted for COG. Approximately \$51,973.00 in additional funds were identified in prior plan years in which staff is seeking authority to reprogram towards PY25 activities (\$13,439.47/PY2020, \$6,633.18/PY2021, \$16,861.73/PY2022, & \$15,039.00/PY2024). The minimum grant request allowed was set at a minimum of \$20,000 which is necessary in order to reduce staff time required to manage each awarded grant recipient. Additionally, of the total annual allocation of funding available (\$290,998.00), a maximum of 15% of the total allocation (\$43,649.70) may be allocated to public service type grants, which includes the annual non-competitive “Meals on Wheels” award which Council has directed to increase funding to \$20,000.00 for PY25.

On April 29, 2025, and May 6, 2025, the City advertised the request for COG proposals. Additionally, the funding availability notice was posted to the City’s webpage, Facebook, CDA-TV, and shared via direct phone calls, flyers, and group emails to all 184+ people on the stakeholders list, which includes many service organizations and interested parties that specifically provide services to low- and moderate-income citizens. An in-person Educational Workshop was held on May 13, 2025. The workshop was publicly advertised and those in attendance were provided information on CDBG eligibility overview and technical assistance. The grant cycle was open from April 29 through May 30, 2025.

The Volunteer Ad Hoc Grant Review Committee (Committee) met on June 12, 2025, to review and score the applications/proposals. The Committee included the following participants: Mayor Woody McEvers, Lindsay Allen (Representative of the Coeur d'Alene Regional Realtors), Jon Ingalls (Planning and Zoning Commission and Design Review Commission member), and Pamela Bates (Volunteer Senior Service Coordinator).

Applications for PY25 grant funds were received as follows:

PUBLIC SERVICE ACTIVITIES		PUBLIC FACILITY IMPROVEMENTS	
208 Recovery	\$23,500	Heritage Place Apartments, LLC (Orchard Ridge Senior Living Apartments)	\$100,000
CDAIDE	\$34,400	St. Vincent de Paul	\$25,000
Intermountain Fair Housing Council	\$26,006	Lake City Center	\$75,000
CDA School District 271	\$20,020	<b>ECONOMIC DEVELOPMENT</b>	
Village of Hope CDA	\$32,505	Upwards	\$56,000

#### THE COMMITTEE RECOMMENDS THE FOLLOWING PY25 GRANT AWARDS:

- Heritage Place Apartments, LLC** (Orchard Ridge Senior Living Apartments) in the amount of \$56,079.00 from PY25 funds and reprogrammed prior year funds \$43,921.00 (\$13,439.47-PY2020, \$6,633.18-PY2021, PY22 \$14,526.49 & \$9,321.86-PY2024), for multi-unit senior rental housing rehabilitation to replace 156 electric panels at their independent senior living apartments. The total funding amount is **\$100,000.00**.
- Coeur d'Alene School District 271**, in the amount of **\$20,020.00** from PY25 funds for the expansion of the McKinney-Vento Supports for Homeless Families.

#### Non-Competitive Grant Award:

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

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

**NOTE:** Project funding is estimated and is dependent on the reallocation of prior years' remaining funds at project completion. One prior year project is remaining at this time. Funding for **St. Vincent de Paul's** facility rehab project is recommended, contingent upon prior year funds remaining at the completion of the remaining project. If this condition is met, a grant agreement will be presented to the Council for approval at a later date.

**PERFORMANCE ANALYSIS:** Authorizing this item will allow staff to enter into COG agreements with Heritage Place Apartments, LLC (dba Orchard Ridge Senior Living), Coeur d'Alene School District 271, and execute the non-competitive grant agreement with Lake City Center.

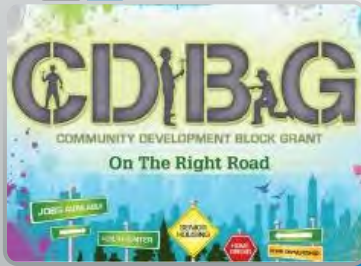
The City's HUD representative has advised that the Annual Action Plan for PY2025 may be amended once prior plan year projects are completed and actual amounts of remaining grant funds from prior year allocations are known. A funding agreement with St. Vincent de Paul will be brought to the Council for approval once prior plan year projects have been completed, and the Annual Action Plan has been amended to reflect actual funds remaining.

**FINANCIAL ANALYSIS:** The City's CDBG PY25 allocation is \$290,998.00, of which \$76,099.00 is budgeted for Community Opportunity Grants. Additional grant funds from prior plan years to be reprogrammed to PY25 Community Opportunity Grant projects is estimated at \$51,973.38. The total available PY25 COG program funding at this time is \$122,355.24, with Lake City Center's \$20,000.00 "Meals on Wheels" program non-competitive funding coming from the annual grant allocation. The total combined funding amount is \$140,020.00.

**DECISION POINT/RECOMMENDATION:**

Council should approve funding and authorize staff to execute CDBG agreements using Plan Year 2025 and prior plan year remaining funds with Heritage Place Apartments, LLC; \$100,000.00, Coeur d'Alene School District 271; \$20,020.00, and execute the \$20,000.00 non-competitive CDBG agreement with Lake City Center.





# **City of Coeur d'Alene**

## **CDBG**

### **Community Opportunity Grant**

### **Plan Year 2025 Awards**

October 7, 2025



1

1

## **Tonight's Request:**

Request Approval of the Award of CDBG PY25 Grant Funds to:

- Heritage Place Apartments, LLC  
(Orchard Ridge Senior Living)
- Coeur d'Alene School District 271
- Lake City Center



2

2

## Examples of CDBG Eligible Activities

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



3

3

## Examples of Eligible Public Service Activities

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

**Capped at 15%= \$43,649**

"Meals on Wheels" Annual Grant =\$20,000

**\$23,649 Available for Public Service Activities**



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4

# Selecting Activities Each Year

- ❖ Activities must meet a National Objective:
  - Benefit to low –and moderate-income (LMI) persons
  - Aid in the prevention of slum and blight
  - Meet an urgent need
- ❖ Activities must meet Annual Action Plan and Consolidated Plan Goals and be a HUD approved activity
- ❖ Capacity of City staff, amount of allocation, priorities, capacity, and experience of sub-recipient organizations



5

5

# Consolidated Planning Goals for 2023-2027

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



6

6



# Public Comments

Survey responses are in order of priority:

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



7

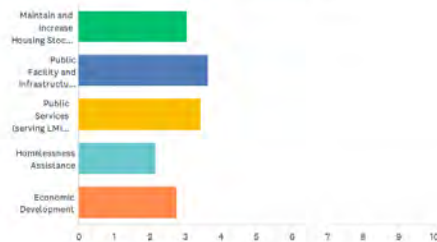
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# Survey Results

City of Coeur d'Alene: CDBG 2025 Annual Action Plan Survey

Q1 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.

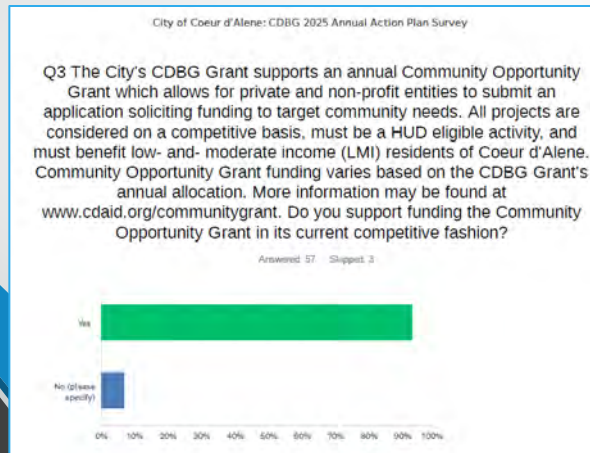
Answered: 57 Skipped: 3



8

8

# Survey Results



9

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## 2025 Annual Action Plan Budget

Based on Annual Allocation \$290,998 + Reallocated Prior Year Funding of \$51,973

Total: \$342,971

2025 Funding	Project
\$20,000 (7%)	Lake City Center Annual "Meals on Wheels" grant
\$136,700 (38%)	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)
\$342,971	PY25 Grant Total



10

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## Community Opportunity Grant Funding Recommendations



### HOUSING:

- **Heritage Place Apartments, LLC:** \$100,000 to Replace 156 Electrical Panels at Orchard Ridge Senior Independent Living Apartments

### PUBLIC SERVICE ACTIVITIES:

- **Coeur d'Alene School District 271:** \$20,020 for the expansion of the McKinney-Vento Supports for Homeless Families
- **Lake City Center:** \$20,000 for the "Meals on Wheels" program

### *If any Prior Plan Year Funds are Remaining at Close of Projects:*

### PUBLIC FACILITY IMPROVEMENTS:

- **St. Vincent de Paul:** Replace the kitchen cabinets and flooring at the Women and Children's Transitional Emergency Shelter (up to \$25,000).



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## Recommendation:

Council Should Approve Awards and Authorize Staff to Execute Agreements with Heritage Place Apartments, LLC., Coeur d'Alene School District 271, and Lake City Center.



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# QUESTIONS?



13

RESOLUTION NO. 25-055

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AGREEMENTS FOR CDBG GRANT FUNDS WITH THE LAKE CITY CENTER, COEUR D'ALENE SCHOOL DISTRICT 271, AND HERITAGE PLACE APARTMENTS, LLC, (ORCHARD RIDGE SENIOR LIVING), USING GRANTS IN THE CDBG PLAN YEAR 2025 AND PRIOR PLAN YEAR REMAINING FUNDS.

WHEREAS, the CDBG Specialist of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into agreements for grants in the CDBG Plan Year 2025 and prior plan year remaining funds with the Lake City Center in the amount of \$20,000.00 for Meals On Wheels, Coeur d'Alene School District 271 in the amount of \$20,020.00 for the expansion of the McKinney-Vento Supports for Homeless Families, and Heritage Place Apartments, LLC, (Orchard Ridge Senior Living) in the amount of \$100,000.00 for multi-unit senior rental housing rehabilitation, pursuant to terms and conditions set forth in the agreements, copies of which are attached hereto as Exhibits "A," "B," and "C" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements for grants in the CDBG Plan Year 2025 and prior plan year remaining funds with the Lake City Center in the amount of \$20,000.00 for Meals On Wheels, Coeur d'Alene School District 271 in the amount of \$20,020.00 for the expansion of the McKinney-Vento Supports for Homeless Families, and Heritage Place Apartments, LLC, (Orchard Ridge Senior Living) in the amount of \$100,000.00 for multi-unit senior rental housing rehabilitation, in substantially the forms attached hereto as Exhibits "A," "B," and "C" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 7<sup>th</sup> day of October, 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 ENGLISH Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

was absent. Motion .

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

CDBG PROGRAM YEAR: 2025

CFDA 14.218, Community Development Block Grants/Entitlement Grant

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

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

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-25-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Twenty Thousand and no/100 Dollars (\$20,000.00) to the Subrecipient for Public Service Activities. The project is more fully described in Attachment A "Scope of Work."

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

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on September 30, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

- a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
- c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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

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

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

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services, which shall include but not be limited to client name, address, and income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form as part of the final progress report.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the Mayor and City Clerk of the City of Coeur d’Alene have executed this Agreement on behalf of the CITY, the City Clerk has affixed the seal of the City hereto, and the Subrecipient has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this 7<sup>th</sup> day of October, 2025.

CITY of Coeur d’Alene

LAKE CITY CENTER

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

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

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

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

Woody McEvers, Mayor  
City of Coeur d’Alene, Idaho

Nancy Phillips, Director  
Lake City Center

ATTEST:

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

Renata McLeod  
Its: City Clerk



## Attachment A

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

#### **Scope of Services**

Under the HUD PY2025 allocation of the Community Development Block Grant, **LAKE CITY CENTER** will:

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

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

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

#### **Summary of the Project Activities**

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

#### **Schedule**

Upon execution of the Agreement between LAKE CITY CENTER and the City of Coeur d'Alene, the Project shall commence and shall be complete by September 30, 2026. At the completion of the project, a final report is due on the number and demographics of beneficiaries served.

Attachment B

**Project Budget**

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

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Public Service Activity	\$20,000.00		\$20,000.00
<i>"Meals on Wheels" program</i>			
<b>Total</b>	<b>\$20,000.00</b>		<b>\$20,000.00</b>

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

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

Attachment C

**LAKE CITY CENTER Reporting Requirements**

The Subrecipient shall provide:

1. A completed report with final drawdown (Attachment D) and a completed beneficiary and demographic report with each drawdown (Attachment E).
2. Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of Five Hundred Thousand and no/100 Dollars (\$500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Please attach policy or provide a Declarations sheet verifying insurance.
3. Detailed, itemized invoice(s) of eligible meal preparation expenses purchased during the grant reporting period to the CITY'S CDBG Administrator for review. The invoice(s) shall be dated, state the project, name and address to which payment shall be made, and include copies of supporting documentation which details what was purchased in support of the program (i.e. receipts for food, containers, etc.).
4. The National Objective for this activity is LMI- Limited Clientele (presumed benefit). This presumed benefit activity requires the reporting to indicate all clients receiving the service as low-income regardless of individual incomes. **Note:** Elderly beneficiaries meet presumed benefit. For services other than center-based, report beneficiaries as low-income.

Attachment D

**LAKE CITY CENTER PY25 Final Report**

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

- 1) Number of Coeur d'Alene seniors served by the program:
- 2) Number of Coeur d'Alene seniors provided with new or continuing access to the benefit:
- 3) Number of Coeur d'Alene seniors provided with improved access to the benefit:
- 4) Number of Coeur d'Alene seniors provided a benefit that is no longer substandard:
- 5) Average age of Coeur d'Alene seniors served by the program:
- 6) Brief rationale of why >51% of **LAKE CITY CENTER'S** client population is considered to be of low- to moderate-income (LMI):
- 7) Brief rationale of why >51% of **LAKE CITY CENTER'S** client population is considered to be of Coeur d'Alene residency:
- 8) Brief description of the program and its beneficiaries:
- 9) Brief description of program status at the time of the City's CDBG funding:
- 10) **LAKE CITY CENTER'S** Official Reporting:
  - A) Duns #: \_\_\_\_\_
  - B) UEI #: \_\_\_\_\_
  - C) Is this a woman owned business (Y/N)? \_\_\_\_\_
  - D) Is this a minority owned business (Y/N): \_\_\_\_\_

Attachment E

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

Please report for clientele served in CDBG funded project:

<b>Race</b>	<b># Total</b>
White	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native & Black/African American	
Other Multi-racial	
<b>Total Persons</b>	
Of the total persons, enter the number who are Hispanic/Latino	
<b>Income (Based on HUD'S 2025 Income limits)</b>	<b># Total</b>
Presumed Benefit for Elderly = Low (50%)	
*Not Center-Based*	

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

CDBG PROGRAM YEAR: 2025

CFDA 14.218, Community Development Block Grants/Entitlement Grant

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

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

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-25-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding Twenty Thousand Twenty and no/100 Dollars (\$20,020.00) to the Subrecipient for Public Service Activities. The project is more fully described in Attachment A "Scope of Work."

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

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on September 30, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed **Twenty Thousand Twenty and no/100 Dollars (\$20,020.00)**, referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.

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

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

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

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

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

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



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

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

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

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

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

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

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

- a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
- c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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

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

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

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

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services, which shall include but not be limited to client name, address, and income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form as part of the final progress report.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the Mayor and City Clerk of the City of Coeur d’Alene have executed this Agreement on behalf of the CITY, the City Clerk has affixed the seal of the City hereto, and the Subrecipient has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this 7<sup>th</sup> day of October, 2025.

CITY of Coeur d’Alene

COEUR D’ALENE SCHOOL DISTRICT 271

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

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

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

Woody McEvers, Mayor  
City of Coeur d’Alene, Idaho

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

Shon Hocker, Superintendent  
Coeur d’Alene School District 271

ATTEST:

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

Renata McLeod  
Its: City Clerk

## Attachment A

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

#### **Scope of Services**

Under the HUD PY2025 allocation of the Community Development Block Grant, **COEUR D'ALENE SCHOOL DISTRICT 271 (DISTRICT)** will:

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

Allocated grant funds are in the amount of \$20,020.00. The total estimated cost of the project is \$34,194.00. COEUR D'ALENE SCHOOL DISTRICT 271 will be responsible for the difference of \$14,174.00 to complete the project.

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

#### **Summary of the Project Activities**

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

#### **Schedule**

Upon execution of the Agreement between COEUR D'ALENE SCHOOL DISTRICT 271 and the City of Coeur d'Alene, the Project shall commence and shall be complete by September 30, 2026. At the completion of the project, a final report is due on the number and demographics of beneficiaries served.



Attachment B

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

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Public Service Activity	\$20,020.00	\$14,174.00	\$34,194.00
<i>Expanding CDA 271's McKinney-Vento Supports for Homeless Families</i>			
<b>Total</b>	\$20,020.00	\$14,174.00	\$34,194.00

Allocated grant funds are in the amount of \$20,020.00. The total estimated cost of the project is \$34,194.00. **COEUR D'ALENE SCHOOL DISTRICT 271** will be responsible for the difference of \$14,174.00 to complete the project.

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

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

Attachment C

**COEUR D'ALENE SCHOOL DISTRICT 271**

**Reporting Requirements**

The Subrecipient shall provide:

1. A completed report with final drawdown (Attachment D) and a completed beneficiary and demographic report with each drawdown (Attachment E).
2. Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of Five Hundred Thousand and no/100 Dollars (\$500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Please attach policy or provide a Declarations sheet verifying insurance.
3. Detailed, itemized invoice(s) to the CITY'S CDBG Administrator for review. The invoice(s) shall be numbered, dated, state the project, name and address to which payment shall be made, and include copies of supporting documentation which details proof that payment has been made to the lodging provider (i.e., attach copies of lodging invoice(s) and check(s) paid to lodging provider).
4. The National Objective for this activity is LMI- Limited Clientele (presumed benefit). This presumed benefit activity requires the reporting to indicate all clients receiving the service as extremely low-income regardless of individual incomes. **Note:** Homeless persons meet HUD's presumed benefit designation of extremely low-income.

Attachment D

**COEUR D'ALENE SCHOOL DISTRICT 271 Final Report**

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

- 1) Number of persons served by the program:
- 2) Number of persons provided with new or continuing access to the benefit:
- 3) Number of persons provided with improved access to the benefit:
- 4) Number of persons provided a benefit that is no longer substandard:
- 5) Average age of persons served by the program:
- 6) Brief rationale of why >51% of **COEUR D'ALENE SCHOOL DISTRICT 271'S** client population is considered to be of low-to-moderate income (LMI):
- 7) Brief rationale of why >51% of **COEUR D'ALENE SCHOOL DISTRICT 271'S** client population is considered to be of Coeur d'Alene residency:
- 8) Brief description of the program and its beneficiaries:
- 9) Brief description of program status at the time of the City's CDBG funding:
- 10) **COEUR D'ALENE SCHOOL DISTRICT 271'S** Official Reporting:
  - A) Duns #: \_\_\_\_\_
  - B) UEI #: \_\_\_\_\_
  - C) Is this a woman owned business (Y/N)? N/A
  - D) Is this a minority owned business (Y/N): N/A

Attachment E

**Demographic & LMI Income Reporting Requirements**

Please report for clientele served in CDBG funded project:

<b>Race</b>	<b># Total</b>
White	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native & Black/African American	
Other Multi-racial	
<b>Total Persons</b>	
Of the total persons, enter the number who are Hispanic/Latino	
<b>Income (Based on HUD'S 2025 Income limits)</b>	<b># Total</b>
Presumed Benefit for Homeless Persons = Extremely Low-Income (30%)	

**AGREEMENT FOR CDBG GRANT FUNDS FOR  
HERITAGE PLACE APARTMENTS, LLC  
(Orchard Ridge Senior Living)**

CDBG PROGRAM YEAR: 2025

CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and HERITAGE PLACE APARTMENTS, LLC, an Idaho non-profit corporation, whose mailing address is 624 W. Harrison Avenue, Coeur d'Alene, Idaho, 83814, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Holly Johnson, Community Relations Director. The key contact for the CITY is Sherrie Badertscher, the CITY's CDBG Grant Administrator.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-25-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant and the Reallocation of Funds from Plan Years (PY) 2020, 2021, 2022 and 2024, the CITY is awarding One Hundred Thousand and 00/100 Dollars (\$100,000.00) to the Subrecipient to replace 156 electric panels at the Orchard Ridge Senior Living apartments "The Grove." The project is more fully described in Attachment A "Scope of Work."

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

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on September 30, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00), referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.



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

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

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

The Subrecipient shall submit a request for reimbursement of actual eligible expenses, which shall be numbered and dated and submitted with financial and progress reports (See: Section 7. Financial and Progress Reports). The reports shall at a minimum include the project name, name of the Subrecipient and address to which payment is to be made, and detailed itemized costs by budget category. All reporting shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. Demographic & LMI Income Reporting Requirements must be submitted with each pay request, in addition to the final reporting due at the conclusion of the project. Heritage Place Apartments, LLC must keep documentation on each household which confirms they meet the income qualification of LMI (See: Attachment E).

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

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

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

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

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

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

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

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

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

- a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
- c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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

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

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

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

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services, which shall include but not be limited to client name, address, and income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form as part of the final progress report.

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

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

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

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

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

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

20. Recognition. The CITY and the Subrecipient agree that appropriate information shall be given to recipients of the CDBG Entitlement Program that shall give credit to HUD and the CITY for

helping underwrite the program with CDBG funding. The Subrecipient shall include a reference to the support provided herein in all publications made possible with CDBG funds under this Agreement.

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

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

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

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

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

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



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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the Mayor and City Clerk of the City of Coeur d’Alene have executed this Agreement on behalf of the CITY, the City Clerk has affixed the seal of the City hereto, and the Subrecipient has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY of Coeur d’Alene

HERITAGE PLACE APARTMENTS, LLC

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

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

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

Woody McEvers, Mayor  
City of Coeur d’Alene, Idaho

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

Holly Johnson, Community Relations  
Heritage Place Apartments, LLC

ATTEST:

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

Renata McLeod  
Its: City Clerk

## Attachment A

### **Grant Agreement between CITY of Coeur d'Alene and HERITAGE PLACE APARTMENTS, LLC**

#### **Scope of Services**

Under the HUD PY2025 allocation of the Community Development Block Grant, HERITAGE PLACE APARTMENTS, LLC will:

- 1.) Replace 156 electric panels at “The Grove,” Heritage Place Apartments, LLC, Orchard Ridge Senior Living apartments.

Allocated grant funds are in the amount of \$100,000.00. The total estimated cost of the project is \$146,892.08. Heritage Place Apartments, LLC will be responsible for the difference of \$46,892.08 to complete the project. (Note: Recommendation includes the PY25 allocation of \$56,079.00 and reallocated funds from PY20, PY21, PY22 and PY24 of \$43,921.00, totaling \$100,000.00)

With this project, Heritage Place Apartments, LLC will increase the safety, accessibility, and longevity of the facility which qualifies under the National Objective of LMI- Low-Mod Housing (LMH).

#### **Summary of the Project Activities**

The Rental Rehabilitation project of replacing 156 electrical panels will bring the benefit of a well-maintained, up-to-date, safe, and accommodating facility to those who live at the Orchard Ridge Senior Living Apartments “The Grove”; at least 51% low- to moderate-income (LMI) households. The National Objective for this project is benefit to low-to-moderate income (LMI) persons- Low-Mod Housing (LMH) benefit.

#### **Schedule**

Upon execution of the Agreement between Heritage Place Apartments, LLC and the City of Coeur d'Alene, the Project shall commence and shall be complete by September 30, 2026. At the completion of the project, a final report is due on the number and demographics of beneficiaries served.

Attachment B

**Project Budget**

**Grant Agreement between CITY of Coeur d'Alene and Heritage Place Apartments, LLC**

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Facility Improvements Project- <i>Replace 156 electric panels at "The Grove"</i>	\$56,079.00		
Heritage Place Apartments, LLC -Other Funds		\$46,892.08	
Reallocated PY20, PY21, and PY24 CDBG Funds (Through PY25 AAP)	\$43,921.00		
Total	\$100,000.00	\$46,892.08	\$146,892.08

Allocated grant funds are in the amount of \$100,000.00. The total estimated cost of the project is \$146,892.08. Heritage Place Apartments, LLC will be responsible for the difference of \$46,892.08 to complete the project. (**Note:** Award includes reallocated CDBG funds of \$43,921.00 of PY20, PY21, PY22 and PY24 made available through the PY25 Annual Action Plan.)

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

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

Attachment C

**Heritage Place Apartments, LLC Reporting Requirements**

The Subrecipient shall provide:

- 1) A completed report with final drawdown (Attachment D) and a completed beneficiary and demographic report with each drawdown (Attachment E).
- 2) Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of Five Hundred Thousand and no/100 Dollars (\$500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Please attach policy or provide a Declarations sheet verifying insurance.
- 3) Detailed, itemized invoice(s) to the CITY's CDBG Administrator for review. The invoice(s) shall be numbered, dated, state the project, name and address to which payment shall be made, and include copies of supporting documentation which details work completed and proof that payment has been made to the contractor (i.e., attach copies of contractor invoice(s) and check(s) paid to contractor).
- 4) The National Objective for this activity is LMI- Low-Mod Housing (LMH). Income reporting is required for all households.



Attachment D

Heritage Place Apartments, LLC **Final Report**

During the CITY's CDBG funded timeline of Heritage Place Apartments, LLC, Rental Rehabilitation project:

- 1) Of the total Rental Units, Number of:
  - a) Affordable Units:
  - b) Section 504 Accessible Units:
  - c) Brought from Substandard to Standard Condition:
  - d) Units Qualified as Energy Star:
  - e) Brought into Compliance with Lead Safety Rules (24 CFR Part 35):
  - f) Units Created Through Conversion of Non-Residential to Residential Buildings:
- 2) Of the Total Affordable Units, Number of:
  - a. Units Occupied by Elderly:
  - b. Years of Affordability Guaranteed (Minimum Five-Years):
  - c. Units Designated for Persons with HIV/AIDS:
  - d. Units Designated for Homeless Persons and Families
- 3) Brief rationale of why >51% of Heritage Place Apartments, LLC renters are considered to be of low- to moderate-income (LMI):
- 4) Heritage Place Apartments, LLC Official Reporting:
  - A) Duns #: \_\_\_\_\_
  - B) UEI #: \_\_\_\_\_
  - C) Is this a woman owned business (Y/N)? \_\_\_\_\_
  - D) Is this a minority owned business (Y/N): \_\_\_\_\_

Attachment E

Heritage Place Apartments, LLC  
**Demographic & LMI Income Reporting Requirements**

Please report for HOUSEHOLDS served in CDBG funded project:

<b>Race</b>	<b># Total</b>
White	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native & Black/African American	
Other Multi-racial	
<b>Total Persons</b>	
Of the total persons, enter the number who are Hispanic/Latino	
<b>Income (Based on HUD'S 2025 Income limits)</b>	<b># Total</b>
Moderate-Income (80%)	
Low-Income (50%)	
Extremely Low-Income (30%)	

# Attachment F



## FY 2025 INCOME LIMITS DOCUMENTATION SYSTEM

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

### FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income <a href="#">Click for More Detail</a>	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Coeur d'Alene, ID MSA	\$97,500	Very Low (50%) Income Limits (\$)	32,900	37,650	42,350	<b>47,050</b>	50,800	54,600	58,350	62,150
		LOW								
		Extremely Low Income Limits (\$)*	19,800	22,600	26,650	<b>32,150</b>	37,650	43,150	48,650	54,150
		EXTREMELY LOW								
		Low (80%) Income Limits (\$)	52,750	60,250	67,800	<b>75,300</b>	81,350	87,350	93,400	99,400
		MODERATE								

**CITY COUNCIL  
STAFF REPORT**

**DATE:**       **OCTOBER 7, 2025**

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

**SUBJECT:**   **CDBG: ADOPTING AFFORDABLE RENTS STANDARDS FOR CDBG  
ASSISTED REAL PROPERTY**

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**DECISION POINT:** Should Council approve Affordable Rents Standards for Community Development Block Grant (CDBG) assisted real property projects?

**HISTORY:**

Each year, the City manages an annual Community Opportunity Grant (COG) which utilizes funds received from the U.S. Department of Housing and Urban Development (HUD) CDBG program. Proposals are accepted for projects benefiting low- to moderate-income (LMI) Coeur d'Alene residents and neighborhoods. All CDBG activities must meet a national objective in order to be eligible to use CDBG funds. In order to meet the LMI housing national objective, rents in CDBG-assisted rental projects must be set at levels which are affordable to LMI persons. Therefore, to utilize CDBG funds for rental housing activities (construction and/or rehabilitation), HUD requires grantees to adopt and make public their standards for determining "affordable rents." It is generally accepted that "affordable rents," including tenant paid utilities, should not exceed 30% of a household's gross monthly income.

**PERFORMANCE ANALYSIS:** The City's new HUD representative has advised staff that it is best practice to have an adopted Rents Standard. Authorizing this item will allow staff to enter into COG agreements with organizations who wish to utilize CDBG funds to improve real property used as rental housing for income-qualified tenants.

**FINANCIAL ANALYSIS:** The adoption of Affordable Rents Standards will have no fiscal impact on the City or the CDBG program.

**DECISION POINT/RECOMMENDATION:**

Council should approve the adoption of Affordable Rents Standards as defined as no more than 30% of gross monthly income spent on housing, including tenant paid utilities, within the Community Development Block Grant (CDBG) program.

RESOLUTION NO. 25-056

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE ADOPTION OF AFFORDABLE RENTS STANDARDS , DEFINED AS NO MORE THAN THIRTY PERCENT (30%) OF GROSS MONTHLY INCOME SPEND ON HOUSING, INCLUDING TENANT PAID UTILITIES, WITHIN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

WHEREAS, the Community Development Specialist and Community Planning Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve the adoption of Affordable Rents Stands as defined as no more than thirty percent (30%) of gross monthly income spent on housing, including tenant paid utilities, within the Community Development Block Grant (CDBG) program, a copy of which standards are attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve the adoption of Affordable Rents Standards.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve the adoption of Affordable Rents Stands as defined as no more than thirty percent (30%) of gross monthly income spent on housing, including tenant paid utilities, within the Community Development Block Grant (CDBG) program, 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 standards to the extent the substantive provisions of the standards remain intact.

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

DATED this 7<sup>th</sup> day of October, 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 GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion .

## **CITY OF COEUR D'ALENE CDBG PROGRAM**

### **Affordable Rents Standard**

The City of Coeur d'Alene has adopted the following Affordable Rents Standards for units assisted (funded and/or improved) using Community Development Block Grant (CDBG) funding.

#### **PURPOSE**

To establish a consistent and transparent standard for determining affordable rents in Coeur d'Alene, Idaho, using U.S. Housing and Urban Development (HUD) defined income limits and on the basis that housing costs (rent + utilities) should not exceed 30% of a household's gross monthly income for projects assisted with funds from the Community Development Block Grant (CDBG) Program.

#### **INCOME LIMITS (HUD– KOOTENAI COUNTY)**

Tenants in CDBG assisted housing units must have incomes at or below the maximum income guidelines by household size as determined and updated annually by HUD for Kootenai County, Idaho. The maximum rents may not exceed 30% of gross income which includes the total rent and any tenant paid utilities.

HUD Income Limits Documentation System: [Income Limits | HUD USER](#)

#### **AFFORDABLE RENT CALCULATION**

In CDBG assisted units, affordable rent is defined as no more than 30% of gross monthly income, including utilities spent on housing each month.

#### **APPLICATION OF STANDARD**

This standard may be used to:

- Evaluate rent reasonableness for subsidized housing.
- Guide developers and property managers in setting affordable rents.
- Assist in planning and funding decisions for housing programs.
- Inform residents and housing advocates about affordability thresholds.

**CITY COUNCIL MEETING  
STAFF REPORT**

**DATE:**           **October 7, 2025**

**FROM:**         **Monte McCully - City of Coeur d'Alene Trails Coordinator**

**SUBJECT:**      **Adding a new chapter, 4.40, to the municipal code, repealing sections 10.40.010(A) and 10.40.50; amending section 10.40.30; regarding the definition of motorized vehicles and their use on multi-use paths in Coeur d'Alene. (action required)**

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**DECISION POINT:** Should the City Council adopt a new chapter, repeal sections of the existing code, and make amendments to the municipal code to regulate the use of motor vehicles on trails and paths designed for pedestrian and bicycle traffic.

**HISTORY:** In recent years, technology has advanced to the point that e-powered vehicles are inexpensive and readily available to the public. The electric bicycle has given many people the ability to get outside and exercise, where they could not before. While this is a great benefit to the health of the public, it has also added a dangerous element to our pedestrian and bicycle facilities. The trails have seen a large increase in use, due to e-bikes, and unfortunately, a large increase in other electric vehicles that have proven to be dangerous to the public using these facilities. E-motorcycles, e-scooters, e-skateboards, and many other electric vehicles are also available, and all of them can exceed speeds that are safe for both the operator of these devices and the public using the trails around them. The State of Idaho has passed laws that allow e-bikes to use state trail systems, if they fit within 3 safety categories. The City of Coeur d'Alene is seeking to emulate state law and clean up our current code by locating it in one section, removing contradictions, defining what is allowed and what is not, and adding penalties for violation.

**FINANCIAL ANALYSIS:** Costs to the City will involve signage, public outreach, and investment in enforcement training.

**PERFORMANCE ANALYSIS:** The new ordinance will give trail users guidelines for enforceable trail rules for a safer trail system by providing reasonable regulations and a penalty for violations.

**DECISION POINT/ RECOMMENDATION:** It is recommended that City Council adopt a new chapter, repeal sections of the existing code, and make amendments to the municipal code to regulate the use of motor vehicles on trails and paths designed for pedestrian and bicycle traffic to prevent harm to the health, safety, and welfare of the public.

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 25-1019

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER, 4.40: TRAILS, BICYCLE PATHS, PEDESTRIAN PATHS, AND MULTI-USE PATHS, TO THE COEUR D'ALENE MUNICIPAL CODE; REPEALING SECTIONS 10.40.010(A) AND 10.40.050 OF THE COEUR D'ALENE MUNICIPAL CODE; AMENDING SECTION 10.40.030 OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon recommendation of the City's Pedestrian and Bicycle Advisory Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said new Chapter be adopted;

NOW, THEREFORE,

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

**SECTION 1.** *That a new Chapter 4.40, Trails, Bicycle Paths, Pedestrian Paths, and Multi-Use Paths, be added to the Coeur d'Alene Municipal Code as follows:*

**CHAPTER 4.40**  
**TRAILS, BICYCLE PATHS, PEDESTRIAN PATHS, AND MULTI-USE PATHS**

**4.40.010: PURPOSE:**

The use of Motor Vehicles, including Motorcycles, Motor-Driven Cycles, Motorbikes, Motor Scooters, Mopeds, Electric-Assisted Bicycles, and other electric or gas-powered vehicles on Trails, Bicycle Paths, Pedestrian Paths, and Multi-Use Paths designed for pedestrian and bicycle traffic can result in grave harm to the health, safety, and welfare of the public. This Chapter is intended to remedy the harms caused by such use on Trails, Bicycle Paths, Pedestrian Paths, and Multi-Use Paths by providing reasonable regulations and a penalty for violations.

**4.40.020: DEFINITIONS:**

- A. BICYCLE. A Vehicle propelled exclusively by human power upon which any person may ride, having two (2) tandem wheels, and except scooters and similar devices.
- B. BICYCLE LANE. An area specifically marked on a right-of-way for use by Bicycles.
- C. BICYCLE PATH. A paved path separated from vehicular rights-of-way set aside for use by Non-Motorized Vehicles. Also referred to as a "Bicycle Trail."

D. **ELECTRIC-ASSISTED BICYCLE.** A Bicycle equipped with fully operable pedals and an electric motor of less than seven hundred fifty (750) watts and that meets one (1) of the following requirements:

1. “Class 1 Electric-Assisted Bicycle” means an Electric-Assisted Bicycle equipped with a motor that provides assistance only when the rider is pedaling and ceases when the rider stops pedaling or when the Bicycle reaches the speed of twenty (20) miles per hour.
2. “Class 2 Electric-Assisted Bicycle” means an Electric-Assisted Bicycle equipped with pedals and a motor that may be used exclusively to propel the Bicycle, and that is not capable of providing assistance when the Bicycle reaches the speed of twenty (20) miles per hour.
3. “Class 3 Electric-Assisted Bicycle” means an Electric-Assisted Bicycle equipped with a motor that provides assistance only when the rider is pedaling and ceases when the rider stops pedaling or when the Bicycle reaches the speed of twenty-eight (28) miles per hour.

E. **ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE.** A self-balancing two (2) non-tandem wheeled device designed to transport only one (1) person, with an electric propulsion system that limits the maximum speed of the device to fifteen (15) miles per hour or less.

F. **ELECTRIC VEHICLE.** A Vehicle powered in whole or in part by an electric motor, including, but not limited to, electric unicycles, electric self-balancing boards, electric hoverboards, electric skateboards, electric scooters, and electric mini-bikes.

G. **MOPED.** A limited-speed Motor-Driven Cycle having wheels less than twenty (20) inches in diameter and with:

1. Motorized propulsion that is capable of propelling the Vehicle at speeds up to thirty (30) miles per hour on level ground, whether two (2) or three (3) wheels are in contact with the ground during operation. If an internal combustion engine is used, the displacement shall not exceed fifty (50) cubic centimeters and the Moped shall have a power drive system that functions directly or automatically without clutching or shifting by the operator after the drive system is engaged; or
2. Two (2) wheels or three (3) wheels with no pedals, which is powered solely by electrical energy, has an automatic transmission, a motor which produces less than two (2) gross brake horsepower, is capable of propelling the device at a speed of up to thirty (30) miles per hour on level ground and, as originally manufactured, meets federal motor vehicle safety standards for Motor-Driven Cycles.

A vehicle that falls within the definition of Electric-Assisted Bicycle is not a Moped.

H. **MOTORBIKE.** A self-propelled two (2) wheeled Motor Vehicle powered by a gas or electric motor, excluding tractors, designed for or capable of traveling off developed roadways and highways, and also referred to as a trailbike, enduro bike, motocross bike, or dual purpose motorcycle.

I. **MOTORCYCLE.** Every Motor Vehicle having a seat or saddle for the use of the rider, designed to travel on not more than three (3) wheels in contact with the ground or designed to travel on two (2) wheels in contact with the ground which is modified by the addition of two (2) stabilizing wheels on the rear of the Motor Vehicle, and that meets the federal motor vehicle safety standards as originally designed. This term includes electric motorcycles and converted Motorbikes, but does not include Motor-Driven Cycles, Motorbikes, tractors, Electric-Assisted Bicycles, or Mopeds.

J. **MOTOR-DRIVEN CYCLE.** A Motor Vehicle with a motor that produces five (5) brake horsepower or less as originally manufactured and that meets federal motor vehicle safety standards as originally designed. This term does not include Mopeds or Electric-Assisted Bicycles.

K. **MOTOR SCOOTER.** A Motor Vehicle with an underbone or step-through frame, a seat, a transmission that shifts without the operator having to operate a clutch lever, and a platform for feet, and powered in whole or in part by a gas motor, having an engine with less than one hundred fifty (150) cubic centimeters displacement or with five (5) brake horsepower or less.

L. **MOTOR VEHICLE.** Every Vehicle which is self-propelled, including, but not limited to, Motorcycles, Motorbikes, Motor Scooters, Motor-Driven Cycles, automobiles, trucks, and tractors, but not including Electric Vehicles, Electric-Assisted Bicycles, or Electric Personal Assistive Mobility Devices.

M. **MULTI-USE PATH.** A path physically separated from Motor Vehicle traffic by an open space or barrier, and within either a public right-of-way or easement that accommodates two-way non-motorized travelers including pedestrians, bicyclists, joggers, and skaters.

N. **NON-MOTORIZED VEHICLE.** Any Vehicle that is entirely human-propelled, without gas or electric motor, designed or used to transport persons or property on land.

O. **PEDESTRIAN PATH.** A paved path separated from vehicular rights-of-way set aside for use by pedestrians.

P. **TRAIL.** An area owned and/or maintained by the City and designed for pedestrian, bicycle, or Non-Motorized Vehicle use for travel and recreation, specifically the Atlas Trail, the Prairie Trail, and the Centennial Trail, and any other trail subsequently developed and/or maintained by the City. "Trail" also includes unpaved trails developed for recreational use by pedestrians accessed by trailheads and generally located in natural areas.

Q. **VEHICLE.** Every device in, upon, or by which any person or property is or may be transported or drawn.



**4.40.030: GENERAL PROHIBITION:**

- A. No person shall drive or operate a Motor Vehicle upon any Trail, Bicycle Path, Pedestrian Path, or Multi-Use Path, or other separate right-of-way set aside for use by pedestrians, Bicycles, or Non-Motorized Vehicles.
- B. No person shall drive or operate a Vehicle upon any sidewalk.
- C. No person shall operate a Vehicle on a Pedestrian Path.
- D. Pedestrians are prohibited in Bicycle Lanes.
- E. Exceptions: The prohibitions contained in this Chapter do not apply to:
  - 1. A motorized wheelchair operated by a disabled person;
  - 2. Authorized emergency or maintenance vehicles engaged in the performance of emergency or maintenance services;
  - 3. Public passenger transit services while actively engaged in loading or unloading passengers within a Bicycle Lane;
  - 4. Use of a Motor Vehicle on a portion of a Trail, Bicycle Lane, or Multi-Use Path that lies across or within a road right-of-way when crossing at an intersection, or when entering or leaving a roadway at a driveway, private road or alley; or
  - 5. Use of a Motor Vehicle pursuant to a permit issued by the Parks Department when in compliance with any conditions imposed with the permit.

**4.40.040: USE OF TRAIL, BICYCLE LANE, OR MULTI-USE PATH:**

- A. Speed Limit. The maximum speed for any Vehicle within a Trail, Bicycle Path, Pedestrian Paths, or Multi-Use Path is fifteen (15) miles per hour.
- B. Rules of the Road. The operator of a Vehicle on a Trail, Bicycle Path, or Multi-Use Path shall ride as near as practicable on the right half of the Trail, Bicycle Path, or Multi-Use Path, except when passing a pedestrian or a slower moving Vehicle. The operators of Vehicles on a Trail, Bicycle Path, or Multi-Use Path shall not ride more than two (2) abreast and, in such case, shall yield to pedestrians and other Vehicles travelling in the opposite direction. The operator of a Vehicle in a Bicycle Lane shall comply with the rules and regulations set out in Chapter 7, Title 49, Idaho Code.
- C. Due Care. Notwithstanding other provisions of this Chapter or the provisions of any other ordinance, operators of Vehicles on a Trail, Bicycle Path, or Multi-Use Path shall use due care to avoid colliding with a pedestrian or another Vehicle. Every operator shall exercise proper precaution upon observing any child or any obviously confused, incapacitated, or intoxicated

person. Every operator shall give an audible signal when necessary to avoid colliding with a pedestrian or another Vehicle.

D. Pedestrians Have Right-of-Way. The operator of a Vehicle on a Trail, Bicycle Path, or Multi-Use Path shall yield the right-of-way to any pedestrian on a Trail, Bicycle Path, or Multi-Use Path.

E. Riding on Vehicle. No Vehicle shall be used to carry more persons at one (1) time than the number for which it is designed and equipped. However, an adult operator may carry a child securely attached to his person in a backpack or sling or in a child carrier attached to the Vehicle.

F. Racing. Racing on a Trail, Bicycle Path, or Multi-Use Path is prohibited unless approved by the Parks Department. Approval of bicycle highway racing events shall be granted only under conditions which assure reasonable safety for all race participants, spectators, and other users.

G. Reporting. The operator of a Vehicle involved in an accident resulting in injury to or death of any person, or damage to the property of any one (1) person in excess of five hundred dollars (\$500.00) shall immediately, by the quickest means of communication, give notice of the accident to the Police Department.

H. Stopping. The operator of a Vehicle approaching the intersection of a Trail, Bicycle Path, or Multi-Use Path and a highway shall slow down and, if required for safety, stop before entering the intersection. After slowing to a reasonable speed or stopping, the operator shall yield the right-of-way to any Motor Vehicle in the intersection or approaching on another highway so closely as to constitute an immediate hazard.

I. Lights. Every Vehicle in use from sunset to sunrise and at any other time when there is not sufficient light to render clearly discernible persons and Vehicles on the Trail, Bicycle Path, or Multi-Use Path at a distance of five hundred (500) feet ahead, shall be operated with a light emitting device visible from a distance of at least five hundred (500) feet to the front, attached to the Vehicle or the operator, and with a reflector clearly visible from the rear of the Vehicle or the operator.

#### **4.40.050: DAMAGE TO TRAILS, BICYCLE LANES, AND MULTI-USE PATHS:**

A. Damage. It is unlawful for any person to carelessly, wantonly or maliciously destroy, mutilate, break, injure, or deface any Trail, Bicycle Path, Bicycle Lane, Pedestrian Path, or Multi-Use Path.

B. Disruption:

1. Debris: Depositing debris on a Trail, Bicycle Path, Pedestrian Path, or Multi-Use Path, or within the right-of-way of such Trail, Bicycle Path, Pedestrian Path, or Multi-Use Path, without first obtaining written approval from the Parks Department is prohibited.

2. Surface Disturbance Or Closure: It is unlawful to alter, modify, paint, cut or destroy the surface of a Trail, Bicycle Path, Pedestrian Path, or Multi-Use Path, or within the right-of-way of such Trail, Bicycle Path, Pedestrian Path, or Multi-Use Path, or to conduct any activity that prevents its normal use, without first obtaining written permission from the Parks Department. No person shall close any portion of a Trail, Bicycle Path, Pedestrian Path, or Multi-Use Path, or the right-of-way of such Trail, Bicycle Path, Pedestrian Path, or Multi-Use Path, without first obtaining written permission from the Parks Department. An alternate route, approved by the Parks Department, must be provided and appropriately signed before any permitted disturbance or closure of a Trail, Bicycle Path, Pedestrian Path, or Multi-Use Path is commenced.

3. Horses: Riding, leading or otherwise permitting horses on a Trail, Bicycle Path, Pedestrian Path, or Multi-Use Path, or within the right-of-way of such Trail, Bicycle Path, Pedestrian Path, or Multi-Use Path, including those portions located within street right-of-way, is prohibited except as provided in Coeur d'Alene Municipal Code § 6.15.010(D).

C. Restoration Of Surface:

1. Any permitted surface disturbance of a Trail, Bicycle Path, Pedestrian Path, or Multi-Use Path must be repaired or restored within twenty-four (24) hours after commencement of the surface disturbance unless additional time is specifically allowed by the authorizing permit. An alternate route, approved by the Parks Department, must be provided and appropriately signed during the entire time of the disturbance.

2. Any repair or restoration not accomplished by the permittee within the specified time will be done by the City or subcontracted by the City with no prior notice to the permittee and at the expense of the permittee. The City will also make any immediate repairs, alterations or additions to any barricades, signs or warnings as deemed necessary for the safety of the public without prior notice to the permittee. The permittee shall reimburse the City for the actual cost of materials, labor, equipment, and overhead.

3. The permittee shall be responsible for the condition of surface repairs or restorations for a minimum period of two (2) years following the repair or restoration of any surface disturbance. During the two (2) year period the permittee shall, upon request from the Parks Department, repair to the City's satisfaction any of the repairs or restorations that have settled, cracked, broken, or are otherwise faulty.

4. Any portion of a Trail, Bicycle Path, Pedestrian Path, or Multi-Use Path within street rights-of-way are subject to all applicable requirements for encroachments, excavations, and other impacts as required by Title 12 of the Coeur d'Alene Municipal Code.

**4.40.060: VIOLATIONS:**

Any person violating any of the provisions or requirements of this Chapter is guilty of an infraction or misdemeanor as follows:

A. A first violation is subject to a civil citation with a civil penalty of one hundred dollars (\$100.00), except as provided in subsection D.

B. A second or third violation is an infraction subject to a fine of three hundred dollars (\$300.00), except as provided in subsection D.

C. The fourth or subsequent violation is a misdemeanor punishable as provided in section 1.28.010 of the Coeur d'Alene Municipal Code, except as provided in subsection D.

D. A violation of subsection 4.40.040(C) resulting from intentional or criminally negligent conduct, including but not limited to a violation of any other provision or requirement of this Chapter, is a misdemeanor punishable as provided in section 1.28.010 of the Coeur d'Alene Municipal Code.

#### **4.40.070: APPEAL:**

A. A person may appeal a civil citation issued for violation of this Chapter by filing a written notice of appeal within ten (10) calendar days of the issuance of the civil citation with the City Clerk.

B. The notice of appeal should include a narrative explaining the reason for the appeal and why the civil citation should be overturned, and any evidence the appellant wants the City to review.

C. The City Administrator or designee shall review the appeal on the record and shall issue a written determination within fifteen (15) days of the filing of the notice of appeal. A civil citation may be upheld in whole or in part, or it may be overturned. The City Administrator or designee's decision is final.

D. If the civil citation is upheld, the appellant shall be required to pay the civil penalty within ten (10) business days of the decision. Any civil penalty which remains unpaid after the conclusion of the appeal shall be subject to collection and any other legal remedy available to the City.

E. If the civil citation is overturned, it shall be deemed void.

**SECTION 2.** *Section 10.40.010(A) of the Coeur d'Alene Municipal Code is hereby repealed.*

**SECTION 3.** *Section 10.40.030 of the Coeur d'Alene Municipal Code is hereby amended as follows:*

A. Prohibited Acts: It shall be unlawful for any person:

1. To ride or operate or cause to be operated ~~a bicycle~~any motor vehicle or human powered vehicle, except for a motorized wheelchair operated by a disabled person, on the sidewalk along Sherman Avenue between First Street and Sixth Street. No person shall

ride or operate or cause to be operated ~~a bicycle~~ any motor vehicle or human powered vehicle, except for a motorized wheelchair operated by a disabled person, on a sidewalk from the south side of the sidewalk right of way on Lakeside Avenue to the north side of the sidewalk right of way on Front Avenue from First Street to Sixth Street unless to cross such sidewalk into an alleyway, a private drive, or to enter a crosswalk.

2. Bicycles shall not be parked in such a manner as to obstruct or impede the movement of pedestrians, motor vehicles, or other bicycles, or to cause damage to trees, shrubs, other plants, or other property.

3. No person shall ride or operate a skateboard, roller skates, in-line skates, human powered scooter, or other toy vehicle on the streets, highways, or sidewalks in the area set forth in subsection ~~(A)~~(1) of this section.

4. Nothing in this section shall prohibit the mayor and/or city council from allowing bicycle, skateboard, or other exhibits or demonstrations by permit or other ordinance.

5. A violation of any of the above subsections shall constitute an infraction which shall be punished only by a penalty established by state law, Idaho Code section 49-1503.

B. “Vehicle” means every device in, upon, or by which any person or property is or may be transported or drawn.

C. “Toy vehicle” means, but is not limited to, coasters, scooters, roller skates, or any other non-motorized device with wheels or rollers upon which a person may ride. This section does not apply, so long as they are used for the purposes for which they are intended, to wagons and strollers or other devices designed and used for the purpose of transporting children, infants, invalids or incapacitated persons, or to carts or other devices intended and used for transporting merchandise or materials.

**SECTION 4.** *Section 10.40.050 of the Coeur d’Alene Municipal Code is hereby repealed.*

**SECTION 5.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 6.** 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 7.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 7, 2025.*

APPROVED, ADOPTED and SIGNED this 7<sup>th</sup> day of October, 2025.

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Woody McEvers, Mayor

ATTEST:

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Renata McLeod, City Clerk



SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Adding Chapter 4.40 to the Coeur d'Alene Municipal; Repealing  
Sections 10.40.010(A) and 10.40.050 of the Coeur d'Alene Municipal Code; and  
Amending Section 10.40.030 of the Coeur D'Alene Municipal Code

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER, 4.40: TRAILS, BICYCLE PATHS, PEDESTRIAN PATHS, AND MULTI-USE PATHS, TO THE COEUR D'ALENE MUNICIPAL CODE; REPEALING SECTIONS 10.40.010(A) AND 10.40.050 OF THE COEUR D'ALENE MUNICIPAL CODE; AMENDING SECTION 10.40.030 OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE. 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. \_\_\_\_\_, Adding Chapter 4.40, Trails, Bicycle Lanes, and Multi-Use Paths, to the Coeur d'Alene Municipal Code, repealing section 10.40.010(A) and 10.40.050 of the Coeur d'Alene Municipal Code, and amending section 10.40.030 of 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 7<sup>th</sup> day of October, 2025.

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Randall R. Adams, City Attorney

RESOLUTION NO. 25-057

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE COEUR D'ALENE TRIBE WATER RIGHTS SETTLEMENT AGREEMENT TO FULLY AND FINALLY RESOLVE ANY AND ALL FEDERAL RESERVED WATER RIGHTS CLAIMS BY THE COEUR D'ALENE TRIBE IN THE COEUR D'ALENE-SPOKANE RIVER BASIN IN IDAHO.

WHEREAS, a Settlement Agreement between the City of Coeur d'Alene, the CDA Tribe, the U.S. government, the State of Idaho, and others has been proposed; 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 Settlement Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Coeur d'Alene Tribe Water Rights Settlement Agreement, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreement to the extent the substantive provisions of the Agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute the Coeur d'Alene Tribe Water Rights Settlement Agreement on behalf of the City.

DATED this 7<sup>th</sup> day of October, 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 MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER ENGLISH Voted

was absent. Motion .