

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.

November 4, 2025

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Grant MacLean: Trinity Lutheran Church

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: International Day of the Girl – October 11, 2025

Accepted by: Brian Newberry

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 - Committee Appointments: Jim Lien, Mike McDowell, and Warren Bakes to the Parks and Recreation Commission; Jim Windisch to the Library Board of Trustees; and Richard Shaffer and Anneliese Miller to the Historic Preservation Commission.

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 October 21, 2025 and October 27, 2025 Council Meetings.
2. Setting of public hearings for **December 2, 2025:**
 - a. A-1-25 - Annexation of a 3.19-acre parcel from County Agriculture Suburban to City R-3 (Residential at 3 units per acre), by the Eugene P. Haag Jr. Trust, located at: 2248 E. Stanley Hill Road, Coeur d'Alene, ID.
 - b. Community Development Block Grant (CDBG) Plan Year 2024 Consolidated Annual Performance and Evaluation Report (CAPER)
3. Approval of Bills as Submitted.
4. **Resolution No. 25-060**
 - a. Approval of the purchase of a CAT 420XE Backhoe from Western States Equipment through the Sourcewell cooperative purchasing program in the amount of \$148,382.30
 - b. Approval of the purchase of a 2026 Sewer Tank/Pump Truck from Freightliner Northwest through the Sourcewell cooperative purchasing program for \$211,739.00
Pursuant to the purchasing policy approved via Resolution No. 17-061
 - c. Approval of the Surplus and disposal of a 2006 Ford Crown Victoria. VIN 2FAHP71WX6X132628
 - d. Approval of the Surplus and Auction of a 2008 Ford F550 flatbed with the VIN 1FDAW57R08ED96607 and a 2008 red Chevrolet Tahoe in 2017 with the VIN 1GNFK030X8R171286
As Recommended by the Police Chief
 - e. Approval of Letter of Agreement with Bear Waterfront, LLC, adjusting completion dates for PUD conditions
As Recommended by the Planning Director

I. OTHER BUSINESS:

1. **Resolution No. 25-061** - Approval of a Contract with United Pump Co., d/b/a United Pump & Crown Drilling, for the rehabilitation of the Hanley Well in the amount not to exceed \$200,000.00.

Staff Report by: Glen Poelstra, Assistant Water Director

2. **Resolution No. 25-062** - Approval of Amendments to Personnel Rules 1, 10, 12, and 13 to amend the employee probation provisions, update terminology, delete language no longer needed, and provide clarity.

Staff Report by: Melissa Tosi, Human Resources Director

3. **Resolution No. 25-063** - Approval of a Voluntary Separation Incentive Program.

Staff Report by: Melissa Tosi, Human Resources Director

4. **Resolution No. 25-064** - Approval of the Coeur d'Alene Area of Impact (AOI) and Map.

Staff Report by: Hilary Patterson, Community Planning Director

J. RECESS to Monday, November 10, 2025, 12:00 p.m. (noon) at the Library Community Room for a hearing for the Appeal of a Massage License denial; Dehong Marchtaler: 408 E Montana Avenue.

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

November 4, 2025

MEMBERS OF THE CITY COUNCIL:

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

PRESENTATIONS

PROCLAMATION

WHEREAS, October 11, 2025 marks thirteen years since the United Nations adopted Resolution 66/170 to declare October 11 as the International Day of the Girl, to recognize girl's rights and the unique challenges girls face around the world; and

WHEREAS, as the world's premier leadership development organization for girls, Girl Scouts has emphasized public service, civic engagement, and the love of the outdoors and camp in girls for over a century; and

WHEREAS, Girl Scouts in this Council adapted and overcame to grow to 4,200 girls last month, the most since 2013 and vow to continue growing to provide girls optimism and adventure: and

WHEREAS, Girl Scouts offers girls 21st century programming in science, technology, engineering, and math; the outdoors; entrepreneurship; and beyond, helping girls develop invaluable life skills; and

WHEREAS, next summer, Girl Scouts will travel to Washington DC to celebrate their national convention and the 250th anniversary celebrating the signing of the Declaration of independence; and

WHEREAS, on the 13th anniversary of celebrating the specialness of Girls, we are reminded more than 50 million women are Girl Scout alums as role models to the 1.1 million Girl Scouts and we recognize and honor the 1.1 billion girls across the globe who make the world a better place.

NOW, THEREFORE, I Woody McEvers, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim October 11th, 2025 as

"INTERNATIONAL DAY OF THE GIRL"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this November 4th, 2025.



Woody McEvers
Woody McEvers, Mayor

ATTEST:
Renata McLeod
Renata McLeod, City Clerk

ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: October 17, 2025

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointments are presented for your consideration for November 4, 2025, Council meeting:

JIM LIEN	PARKS & RECREATION COMMISSION (Reappointment)
MIKE MCDOWELL	PARKS & RECREATION COMMISSION (Reappointment)
WARREN BAKES	PARKS & RECREATION COMMISSION (Reappointment)
JIM WINDISCH	LIBRARY BOARD (Reappointment)
RICHARD SHAFFER	HISTORIC PRESERVATION COMMISSION (Reappointment)
ANNELIESE MILLER	HISTORIC PRESERVATION COMMISSION (Reappointment)

A copy of their Professional Data Sheets are attached, for your reference.

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
Bill Greenwood, Parks and Recreation Comm Liaison
Hillary Patterson, Historic Preservation Commission Liaison
Elizabeth Westenburg, Library Board Liaison

CONSENT CALENDAR

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

October 21, 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 October 21, 2025, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

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

INVOCATION: Logan Zandhuisen of the Heart of The City Church led the invocation.

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

AMENDMENTS TO THE AGENDA: MOTION: Motion by Gookin, seconded by Wood, to add an action item to have Council discussion and direct staff to work with the developer to change the main egress and ingress for the Coeur Terre development from Appaloosa to Nez Perce.

DISCUSSION: City Attorney Randy Adams clarified that Idaho Code allows agenda amendments during a council meeting only if an emergency is declared that necessitates immediate action. Councilmember Miller sought clarification on whether the Council could discuss the item without taking formal action. Mr. Adams confirmed that while the agenda can be amended for discussion purposes, any formal action would require an emergency declaration. Councilmember Gookin justified that the situation was urgent enough to warrant early staff direction, noting that the project is progressing and has generated public concern. He clarified that the intent was not to make a final decision but to initiate a discussion with the developer about potentially changing the main egress from Appaloosa to Nez Perce. With city staff and the developer present, he stated that exploring this option now would be more beneficial than delaying, allowing staff to assess feasibility and report back to Council. Councilmembers English and Wood supported having the discussion. Councilmember Gabriel noted that he supported having the discussion, however he is not comfortable taking action without full information. Councilmember Evans requested that the motion be amended to exploring the possibility of changing the egress from Appaloosa to Nez Perce, rather than committing to the change outright.

AMENDED MOTION: Motion by Gookin, seconded by Wood, to add an action item in the agenda to have Council discussion and to direct staff to work with the developer to explore the possibility of changing the main egress and ingress for the Coeur Terre development from Appaloosa to Nez Perce.

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

PRESENTATION OF ROAD SCHOLAR AND ROAD MASTER AWARDS: Chainey Rhoades, T2 Director, presented the Road Scholar Award to Daniel Sefton, and the Road Scholar and Road Master Awards to David Tracy. He explained that the recipients of the Road Scholar and Road Master designations have completed over 160 hours of rigorous, tested training in areas such as pavement maintenance, traffic control, and speed studies. Mr. Rhoades emphasized the importance of leadership development, noting a trend of newer employees and emerging leaders who need support transitioning from operational roles to leadership positions. He shared that a new leadership program is being developed to address generational differences and prepare employees for future leadership roles. He thanked the Council for supporting professional development.

PUBLIC COMMENTS:

Brody Bagnall, Coeur d'Alene, shared that he launched a business called Pacific Northwest (PNW) Sauna and operated a community sauna at Atlas Park throughout the summer, attracting visitors from across North Idaho. However, he stated that he was notified by the Parks and Recreation Department to vacate the park within three days, disrupting his winter operations plan. He urged the Council to consider establishing a process that allows winter-themed vendors to operate in community parks, emphasizing the value of fostering community engagement during colder months.

Mike Gridley, Coeur d'Alene, shared concerns about misinformation affecting public trust in government. Having served as the City's Attorney from 2002 to 2022, he highlighted his involvement in major city projects, including the Library, McEuen Park, the education corridor, and the Atlas Mill site. He stated his concern over increasing community division fueled by misinformation, particularly when spread by elected officials. He specifically refuted a claim made by Councilmember Gookin in a voter guide, which alleged that government funds were used to build homes for millionaires at the Atlas Mill site. Mr. Gridley called the statement false and misleading, emphasizing the project's success and its public benefits, including waterfront access, trails, and park amenities. He urged Councilmember Gookin to correct the misinformation.

Denise Singery, Coeur d'Alene, spoke in support of PNW Sauna receiving park permits to operate during the winter. She emphasized her family's strong belief in the health benefits of sauna use. She urged the Council to support small businesses like PNW Sauna by allowing winter operations, highlighting the value they bring to both individual well-being and the broader community.

Lauren Stone, Coeur d'Alene, supported preserving and permitting the community sauna at Atlas Waterfront Park. She described the sauna as a vital space for wellness and trauma recovery and

highlighted its value in promoting health. She noted the strong sense of community that has formed around the sauna and urged the Council to revise current ordinances to allow its continued operation, particularly through the winter months.

Audrey Berg, Coeur d'Alene, stated that the sauna helps her and allows her to enjoy time in the water with her mom. She expressed that the sauna has become an important part of their routine.

ANNOUNCEMENTS:

Councilmember Wood responded to the public comment about the PNW Sauna at Atlas Waterfront Park, noting that the current business contract was set for a specific duration, which has ended. She suggested that interested parties work with City Administrator Troy Tymesen and Parks and Recreation Director Bill Greenwood on the matter. Additionally, Councilmember Wood took a moment to commend her fellow councilmembers, especially those running for election, for maintaining respectful and professional conduct during the campaign season, highlighting the positive tone and mutual respect among candidates.

Councilmember Miller suggested that staff explore options for winter operations at Atlas Waterfront Park. She pointed out that other parks already support winter operations and encouraged staff to consider different avenues beyond the current permit structure.

Councilmember Gookin supported the suggestion of Councilmember Miller, emphasizing the need for swift action to avoid disrupting the business. He acknowledged the mobile nature of the sauna and suggested the City could accommodate it quickly by identifying a suitable location. Additionally, he mentioned the upcoming council workshop scheduled for Monday, October 27, at noon in the library, where the Idaho Transportation Department will conduct a presentation about the US-95 interchange project, which will impact Appleway and the broader community.

Councilmember English noted that the City already supports other winter activities like ice skating. He expressed interest in exploring ways to accommodate the sauna's continued operation and encouraged staff to look into viable options. He also complimented councilmembers on their conduct during the election season, wishing success to all candidates.

Mayor McEvers requested the reappointment of Bruce Hathaway and Katherine Hoyer to the CDATV Committee, and appointment of the following Student Representatives: Library Board: Katherine Naomi Baker (Rep) and Etta Corkill (Alt); Parks & Recreation Commission: Mason Christopher TerDoest (Rep) and Jennifer Pytlewski (Alt); Arts Commission: Nora Crabtree (Rep) and Alysyn Amaya (Alt); Pedestrian & Bicycle Committee: Alistair McIntire (Rep) and Natalee Proszek (Alt); Urban Forestry Committee: Gabriel Hynes (Rep).

MOTION: Motion by Wood, seconded by Evans to appoint Bruce Hathaway and Katherine Hoyer to the CDATV Committee, and the following Student Representatives: : Library Board: Katherine Naomi Baker (Rep) and Etta Corkill (Alt); Parks & Recreation Commission: Mason Christopher TerDoest (Rep) and Jennifer Pytlewski (Alt); Arts Commission: Nora Crabtree (Rep) and Alysyn Amaya (Alt); Pedestrian & Bicycle Committee: Alistair McIntire (Rep) and Natalee Proszek (Alt); Urban Forestry Committee: Gabriel Hynes (Rep).

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

CONSENT CALENDAR:

1. Approval of Council Minutes for October 7, 2025 and October 13, 2025 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Approval of:
 - a. Repurchase of Cemetery lots Section C, Block 41, lot 18 and Block 28, lot 40, Forest Cemetery, Section C from Brian and Jennifer Giesbrecht (\$300.00)
 - b. Transfer of Cemetery Lot 10, Section D, Block 12, Forest Cemetery; from Leah Hale to David Hale (\$40.00).
5. Approval of SS-25-10 – Kernodle Cottages – Final Plat
6. Approval of **Resolution No. 25-058** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A LETTER OF AGREEMENT WITH NORTH FORK LAND DEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$104,680.00, FOR A SEWER LINE REPLACEMENT ON HATTIE AVENUE; DECLARING DAY WIRELESS AS THE ONLY VENDOR REASONABLY AVAILABLE, PURSUANT TO IDAHO CODE § 67-2808(2)(a)(ii), AND RATIFYING THE PURCHASE OF MOTOROLA RADIOS FROM DAY WIRELESS IN AN AMOUNT NOT TO EXCEED \$58,164.55, FOR FIRE DEPARTMENT VEHICLES; APPROVING THE PURCHASE OF SIX (6) CHEVROLET TAHOE VEHICLES FROM KNUDTSEN CHEVROLET PURSUANT TO STATE PURCHASING CONTRACTS AS PROVIDED BY IDAHO CODE § 67-2803(1), TOTALING \$340,771.20, FOR THE POLICE DEPARTMENT; AND APPROVAL OF THE WAIVER OF COVERED LOAD REGULATIONS FROM NOVEMBER 12, 2025, THROUGH DECEMBER 5, 2025, FOR THE ANNUAL CITY LEAF PICK UP PROGRAM.

MOTION: Motion by Evans, seconded by Gabriel to approve the Consent Calendar as presented, including **Resolution No. 25-058**.

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

(QUASI-JUDICIAL) APPROVING AMENDED EXHIBIT “E” TO THE COEUR TERRE DEVELOPMENT AGREEMENT, CHANGING THE AREA DESIGNATED AS “CLUSTER TRIPLEX” TO “ACTIVE ADULT SENIOR LIVING AND MULTI-FAMILY UNITS,” LOCATED WITHIN THE +/- 23 ACRE AREA SOUTH OF HANLEY AVENUE AND THE SD#271 SCHOOL SITE. REQUESTED BY: KOOTENAI COUNTY LAND COMPANY, LLC.

STAFF REPORT: Senior Planner Sean Holm presented a request from Kootenai County Land Company LLC for approval of Amendment No. 2 to the Annexation and Development Agreement dated March 21, 2023, for the Coeur Terre project, a 438-acre planned community annexed into the City of Coeur d’Alene located south of Hanley Avenue and the School District# 271 school site. This amendment seeks to revise Exhibit “E” of the agreement by changing the designation of

a 23± acre R-17 zoned area from “cluster triplex” to “active adult senior living and multifamily” to accommodate two proposed developments: The Goat Apartments and Affinity at Coeur Terre. The change retains the original multifamily residential use but updates the permitted building types to include a senior living facility and traditional three-story walk-up apartments. Mr. Holm stated that the reason for the current discussion is due to a related application for a planned unit development in a subdivision, which is scheduled for review by the Planning and Zoning Commission on November 12th. While staff can address the request at hand, he cautioned the Council against diving too deeply into specifics like unit counts or setbacks during the discussion. This is because the Council serves as the appellate body, and if the matter is appealed, they would need to review it impartially. He reiterated that the agenda item for tonight is to revise Exhibit “E.” The applicant argues that the proposed change reflects a substantial shift in market conditions and community needs, offering a diverse housing mix that includes age-restricted units, market-rate apartments, and single-family homes, all integrated with public amenities such as a 5.4-acre park, multi-use trails, and complete streets. The development is consistent with the Comprehensive Plan and the Coeur Terre Master Plan, and it supports affordable housing goals by reserving 5% of owned and rental units for workforce housing at 80–130% of Area Median Income (AMI).

DISCUSSION: Councilmember Gookin asked whether the proposed change would affect the area's housing density. Mr. Holm clarified that it would not, as the underlying R-17 zoning allows up to 17 units per gross acre, and the development is further limited by an annexation and development agreement capping the site at 2,800 equivalent residential units (ERUs). Councilmember Gookin then inquired about the binding nature of the proposal for senior housing. Mr. Holm explained that while the applicant is proposing a 62+ age-restricted development, it is not currently binding. However, if the Council chooses to include it in Exhibit “E” of the development agreement, it will become enforceable.

Councilmember Wood asked for clarification on whether all relevant city departments had reviewed the proposed change. Mr. Holm confirmed that he had reached out to all affected departments. The Fire Department anticipated a similar call volume and had no concerns with the change from triplex to multifamily. The Parks Department also had no objections. The Planning Department noted the change in structure type but emphasized that density remains limited by the R-17 zoning and includes a 5% affordable housing component after the first 30 market-rate units. The Police Department saw no significant change in traffic or service calls and had no objections. Streets and Engineering stated that traffic impacts would be addressed through required analyses, and the change in structure type would not affect traffic. Both Wastewater and Water Departments reported no issues with the proposed changes.

Mayor McEvers sought clarification on whether the proposed changes would increase the number of buildings shown on the map. Mr. Holm explained that the number of buildings would decrease, as the original plan involved multiple triplexes, while the new proposal consolidates units into fewer, larger multifamily buildings, maintaining roughly the same overall density. He added that the proposal is for independent senior living, not assisted care.

APPLICANT: Melissa Wells, President of Kootenai County Land Company, LLC., presented their request for an amendment related to the Coeur Terre project. She explained that the amendment applies to a 20-acre portion of the site and involves changing the building types in that

area. All other commitments in the development agreement, including a self-imposed cap of 2,800 residential units remain unchanged. She emphasized that the conceptual master plan (Exhibit “E”) is a flexible vision, not a fixed blueprint. The proposed change would replace smaller cluster triplexes with fewer, larger multifamily buildings, maintaining the same density while increasing open space. A portion of the new layout includes age-restricted senior housing, which typically generates less traffic, while the rest would be traditional three-story walk-up apartments with amenities. She reiterated that all relevant city departments reviewed the amendment and raised no concerns.

Mr. John Fisher from the Inland Group, a building and development partner of Kootenai County Land Company, LLC., explained that part of the proposed development includes traditional walk-up apartments with a strong emphasis on both indoor and outdoor amenities, year-round resident access, and ample on-site parking options. He highlighted that the development would maintain significant buffers and trail connections as outlined in the Coeur Terre agreement. The project will contribute over 30 permanently affordable housing units. Mr. Fisher also introduced the “Affinity” concept which is an active adult community for residents aged 62 and older, offering maintenance-free, amenity-rich living. He emphasized that this type of development aligns with the broader vision for Coeur Terre as a connected, inclusive community with lower traffic and noise impacts.

Ms. Wells concluded that the amendment is both necessary and reasonable, as it reflects current market conditions and evolving community housing needs without altering the approved zoning, density, or infrastructure commitments. Instead, it updates the housing product within the existing R-17 designation. The proposed design aligns with the intent of Exhibit “E” and would result in reduced traffic, parking demand, and neighborhood impact compared to the original cluster triplex concept. She affirmed that the amendment serves the public interest by maintaining consistency with the annexation agreement, lowering community impacts, and introducing age-restricted housing that supports the city's goals for housing diversity, traffic reduction, and enhanced quality of life.

DISCUSSION: Councilmember Wood commented that the presentation helped ease concerns among neighbors by clearly outlining the proposed plans. She noted that while the development group had previously expressed a desire for more flexibility in the approval process, they have demonstrated the value of open communication and provided a good presentation.

Councilmember English asked about the project timeline if the amendment were approved. Engineer Gabe Gallinger responded that the development would proceed as originally planned, starting with the north end of the site as outlined in the annexation development agreement. The amendment would not accelerate or delay the timeline. The next step would be going into the Planning and Zoning Commission hearing on November 12. If approved, the team would move into the design phase, followed by city review and approval. Infrastructure construction such as roads, sewers, and water would begin first, with building construction potentially starting after infrastructure is in place. Best-case scenario, infrastructure could be completed by the end of next year, with building construction taking approximately 18 months thereafter.

Councilmember Gabriel expressed appreciation to Ms. Wells for clearly outlining the rationale behind the proposed amendment. He noted that his primary concern was understanding the

necessity of the change, which Ms. Wells confirmed was driven by evolving housing market conditions and community needs. He also inquired whether the amendment would impact housing density or traffic flow, to which Ms. Wells responded that there would be no change in density and potentially even a reduction in traffic.

Councilmember Miller asked whether the proposed changes would maintain the same level of connectivity throughout the project. Ms. Wells confirmed that connectivity would remain unchanged. Councilmember Miller also inquired about the new amenities, such as a clubhouse and pool, and whether they would be accessible to neighboring residents. Mr. Fisher responded that amenities like pools or pickleball courts would be exclusive to residents of each specific community but emphasized that the overall development would maintain public access to trails, boulevards, and parks as outlined in the development agreement. Councilmember Miller asked about the affordable housing requirement, whether all 5% of the 2,800-unit affordable housing commitment would be concentrated in this section. Mr. Fisher clarified that only 5% of the units in this specific multifamily section would be designated. Mr. Gallinger confirmed that the development agreement requires affordable housing to be distributed across both for-rent and for-sale units, preventing it from being clustered into one product type.

Councilmember Gookin inquired whether the projected benefits of the proposed amendment, such as reduced traffic, parking demand, and neighborhood impact, were primarily dependent on the inclusion of senior housing. Ms. Wells confirmed that the reduced traffic projections were indeed tied to the senior housing component. He then asked if the developers could later change their plans and eliminate the senior housing. Mr. Gallinger explained that if the amendment is approved, the senior housing designation would be included in Exhibit “E” of the development agreement, making it binding. Councilmember Gookin then asked about the upcoming Planning and Zoning Commission hearing on November 12, which Mr. Holm confirmed would address the PUD and subdivision. Councilmember Gookin inquired whether there would be any opportunity to reduce the project’s density in response to potential public concerns. Mr. Holm explained that a density reduction would require a zoning change initiated by either the applicant or, in rare cases, the Council. Councilmember Gookin emphasized that the current discussion is solely about changing the building type from cluster housing to senior apartments.

Councilmember English sought clarification on the overall density of the project, noting that, as he understood it, the developers were already operating at about half the allowable density. Mr. Holm confirmed this, explaining that across the full 438-acre site, the development is indeed limited to approximately 50% of what the zoning would otherwise permit.

PUBLIC TESTIMONY: Mayor McEvers opened the public testimony portion of the hearing.

Russell Hansen, Coeur d’Alene, expressed concern about placing higher-density development adjacent to existing single-family neighborhoods, though he had no objection to the proposed changes near the industrial park, as they do not increase density. He strongly opposed routing construction or residential traffic through the Indian Meadows and Woodside Park neighborhoods, citing narrow roads, lack of sidewalks, and deteriorating street conditions, particularly on Appaloosa. Mr. Hansen shared personal experiences with traffic hazards and suggested Nez Perce as a more appropriate access route. He also voiced concern about infrastructure costs potentially

falling on taxpayers rather than developers and emphasized the importance of thoughtful traffic planning to protect residential areas.

Will Cushman, Coeur d'Alene, opposed the proposed development changes, particularly the inclusion of four-story buildings, which he believes violate the city's three-story height limit. He criticized the developers for deviating from their original plan and expressed concern about increased traffic and strain on infrastructure, especially wastewater. Mr. Cushman also objected to taxpayers covering infrastructure costs and urged developers to contribute more, such as donating land for schools and fire services. He compared the project to the failed Riverstone development and opposed introducing high-density housing near established neighborhoods.

Tom Berube, Coeur d'Alene, expressed concern over rising property taxes and the financial burden of future public services like fire stations, schools, and road maintenance. He urged the Council to pass an ordinance permanently prohibiting any vehicle, pedestrian, or bicycle connections from the new development to those neighborhood streets, citing safety concerns and a desire to protect existing communities.

Rob Knutson, Coeur d'Alene, voiced concern about the cumulative effect of ongoing changes to the development agreement. He warned that piecemeal modifications could lead to a final project that differs substantially from what was originally approved. He emphasized the importance of forward-thinking planning, particularly regarding traffic impacts, and urged the Council to consider long-term consequences.

Joan Curtis, Coeur d'Alene, expressed concern about the impact of increased traffic from the proposed development on her quiet neighborhood, which borders the future Coeur Terre site. While she acknowledged that development was inevitable, she emphasized the need for proactive traffic mitigation strategies, noting that current infrastructure, particularly along Atlas and Kathleen, is already strained.

Suzanne Knutson, Coeur d'Alene, voiced concerns about the limited impact of public comments and emphasized the importance of community input on developments affecting neighborhoods. Reflecting on past hearings about building plans in the Coeur Terre area, Ms. Knutson noted mixed reactions to triplex housing, highlighting the difference between rental units and owner-occupied homes. She stated the value of homeownership for community pride and equity, expressing uncertainty about whether upcoming senior living options would be rentals or available for purchase. She also questioned the adequacy of parking and the accuracy of the presentation, suggesting that more details and scrutiny are needed.

DISCUSSION: Councilmember Gookin asked whether the nature of the senior living units would be rentals or available for purchase. Mr. Fisher clarified that the senior living community would consist of rental units. Councilmember Wood expressed appreciation for the community's ongoing involvement over the past few years regarding the Coeur Terre project. She acknowledged past concerns, particularly about road connectivity, which led her to initially vote against the project. She emphasized that the process has been fair and transparent, with developers required to present every change. While she recognized that the Council cannot reverse previous decisions, she stressed the importance of working collaboratively to ensure the best possible outcome.

Councilmember Wood noted that the current proposal is an improvement, with reduced traffic and impact, and stated she would not oppose the changes to the development agreement. Councilmember Gabriel agreed with Councilmember Wood's remarks and acknowledged Mr. Knutson's concern about the number of changes to the project, noting it as a potential issue to monitor moving forward. He assured Ms. Curtis and the public that the Council and staff are actively keeping an eye on the situation and doing their best to manage it responsibly. He thanked everyone for attending and sharing their thoughts, emphasizing the importance of community input.

With no other comments received, Mayor McEvers closed public testimony.

RESOLUTION NO. 25-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDED EXHIBIT "E" (CONCEPTUAL MASTER PLAN) TO THE ANNEXATION AND DEVELOPMENT AGREEMENT WITH KOOTENAI LAND COMPANY, *ET AL.*, REGARDING MODIFICATIONS WITHIN THE +/- 23 ACRE AREA SOUTH OF HANLEY AVENUE AND THE SD#271 SCHOOL SITE.

MOTION: Motion by Wood, seconded by Gabriel to adopt **Resolution No. 25-059**, Approving Amended Exhibit "E" to the Annexation and Development Agreement with Kootenai Land Company, et al., regarding modification within the +/- 23-acre area south of Hanley Avenue and the SD#271 School Site.

DISCUSSION: Councilmember Gookin expressed appreciation for the proposal's inclusion of green space while maintaining density. However, he stated he would vote against it due to concerns about making decisions without full information. He emphasized that the upcoming Planned Unit Development (PUD) process could introduce changes and other community concerns that the Council would not be involved in unless an appeal is made. Councilmember Miller sought clarification on the process, questioning how developers could propose changes to the development agreement in order to pursue a PUD, and what would happen if the PUD moved forward but the development agreement was later denied. Councilmember Gookin responded that while the development agreement provides a broad overview, the PUD introduces specific details such as changes to setbacks, height restrictions, and parking requirements that often concern residents. He emphasized that the Council typically has no role in the PUD process unless it is appealed, which limits their oversight. Councilmember Gookin stated he could not support it without knowing what the PUD would entail.

ROLL CALL: English Aye; Wood Aye; Evans Aye; Miller Aye; Gabriel Aye; Gookin No.
Motion carried.

COUNCIL DISCUSSION ON DIRECTING STAFF TO WORK WITH THE DEVELOPER TO EXPLORE THE POSSIBILITY OF ALTERNATIVE ROUTES FOR THE COEUR TERRE DEVELOPMENT

DISCUSSION: Councilmember Gookin explained that the agenda item was added to consider whether the Council would like staff to work with the developer to change the ingress and egress from Appaloosa to Nez Perce. He acknowledged uncertainty due to possible changes and asked Mr. Holm to clarify current access points. Mr. Holm explained that, per section 4.3 of the annexation and development agreement, only Nez Perce and Appaloosa are designated for connection to the property for public safety, with traffic calming measures required. Other streets will terminate at the boundary but allow pedestrian and bicycle access. Councilmember Gookin then suggested eliminating Appaloosa as a connection but emphasized the importance of hearing from the public, as they are directly affected. Mayor McEvers agreed and proposed allowing public comment.

PUBLIC COMMENT:

Beverly Guenette, Coeur d'Alene, expressed concern about using Appaloosa as an entrance road to the development. She noted that Appaloosa is a rural road without sidewalks and not designed to handle increased traffic. She stated that upgrading the road would likely require acquiring private property, which would be a lengthy and costly process, potentially burdening Coeur d'Alene taxpayers. She urged the Council and developers to consider alternative access routes stating she did not want her neighborhood to bear the impact alone.

Russell Hansen, Coeur d'Alene, stated that Nez Perce is the logical primary access route, citing its flat terrain, wider layout, and potential for expansion by removing the center divider to add lanes and a turn lane. He opposed the use of Appaloosa, describing it as narrow, costly to modify, and unsuitable due to sloping land on both sides, which would require property acquisition and ground reinforcement to install sidewalks. He noted that Appaloosa often becomes a one-lane road during neighborhood events or when service vehicles are present, which is manageable under current conditions but not with increased traffic.

Pam Holcomb, Coeur d'Alene, expressed strong concern about the proposal to use Nez Perce as a main access route. She described the large pine trees as beautiful and irreplaceable. She emphasized that Nez Perce, like Appaloosa, lacks sidewalks and also experiences congestion during neighborhood events, with cars parked along the street. She asked for a more balanced and equitable approach to evaluating both roads.

Nancy Barr, Coeur d'Alene, stated that Arrowhead is not a suitable route for increased traffic. She noted that, like Nez Perce and Appaloosa, the neighborhood lacks sidewalks and is heavily used by pedestrians, including herself while walking her dog. She expressed concern that additional traffic would create unsafe conditions for residents and recommended that traffic be routed through Hanley Avenue and off Huetter Road instead.

Tom Berube, Coeur d'Alene, emphasized the importance of taking a comprehensive approach to traffic planning, warning that simply removing Appaloosa and Arrowhead from consideration and routing everything through Nez Perce would not solve the problem. He explained that traffic behaves like water and once congestion builds up on Atlas, drivers will begin diverting through other neighborhood streets like Sherwood. He argued that relying on any one of the three

connectors would only increase traffic throughout the area and questioned the logic of trying to funnel multiple two-lane roads into a single one-lane route, calling it unworkable.

Suzanne Knutson, Coeur d'Alene, echoed concerns raised by Mr. Berube, stating that none of the streets in Indian Meadows such as Appaloosa, Nez Perce, or Arrowhead should be used for cut-through traffic due to safety concerns and lack of sidewalks. She questioned why Industrial was no longer being considered as an access route and expressed frustration over the lack of public involvement in the decision-making process. She stated that allowing traffic through Indian Meadows would degrade safety, air quality, and property values, while increasing noise, maintenance costs, and the risk of property loss due to road expansion.

Will Cushman, Coeur d'Alene, asked Council to consider the condition of local roads before allowing increased traffic. He explained that the roads in Indian Meadows are not true asphalt but rather "three-shot" chip seal roads built in the 1970s and 1980s for a rural residential community. Despite recent re-sealing efforts, the roads continue to deteriorate and are not built to handle high traffic volumes. He warned that adding significant traffic would overwhelm the neighborhood, making it unsafe for children and residents. Mr. Cushman also raised concerns about increased noise, reduced air quality, and the lack of effective noise ordinances during daytime hours. He strongly recommended routing traffic through Industrial, Hanley, and Huetter Road instead of Indian Meadows.

Nate Dyk, Coeur d'Alene, supported concerns about traffic impacts from the Coeur Terre development. He cited KMPO data showing that two-thirds of the traffic is projected to flow east through Indian Meadows, which he warned would severely affect pedestrian safety especially on Appaloosa, where he regularly sees 20–60 walkers daily. Mr. Dyk also questioned the adequacy of the concurrency analysis, arguing that opening roads like Appaloosa before fully understanding the development's impact shifts the burden onto residents. He asked Council to honor its original direction to route traffic west and to preserve the rural character of the neighborhood.

MOTION: Motion by Gookin, seconded by Wood, to direct staff to meet with the developer and discuss alternative routes to the east, specifically including Industrial Park and not using either Nez Perce or Appaloosa, and to report back to Council on the findings and impact as well as ensuring that someone from the neighborhood involved in the discussions.

DISCUSSION: Councilmember Miller asked whether it would be appropriate for Council to share opinions with the group before the matter returns for formal review. Mr. Adams advised against it, noting that any changes would require a public hearing and all decision-making information must be presented publicly. Councilmember Wood expressed appreciation for community input and reiterated her past opposition to the project due to concerns about connectivity to Indian Meadows. She recalled the developer being open to alternative access routes and emphasized the importance of preserving the neighborhood and avoiding increased traffic. She supported sending the matter back to staff for further review and to address potential traffic issues proactively. Councilmember English expressed uncertainty about the number of access roads needed for the development, suggesting that a single road might not be sufficient and recalling a previous understanding that at least two would be required. He emphasized the need for clarification and stated that he could not envision a scenario where eminent domain would be used to install sidewalks.

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

RECESS: Motion by Gookin, seconded by Gabriel, to recess to Monday, October 27, 2025, 12:00 p.m. at the Library Community Room for a Council Workshop with ITD regarding the US-95/ I-90 Interchange Project. **All in favor. Motion carried.**

The meeting ended at 8:09 p.m.

Woody McEvers, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

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

October 27, 2025

The Mayor and Council of the City of Coeur d'Alene met in a continued session of said Council at the Coeur d'Alene City Library Community Room on October 27, 2025, at 12:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

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

Mayor McEvers noted that the purpose of the workshop was to provide an opportunity for Council to have a dialogue with the Idaho Transportation Department (ITD) regarding the US-95 Interchange Project.

PRESENTATION BY IDAHO TRANSPORTATION DEPARTMENT (ITD) REGARDING THE I-90, US-95 INTERCHANGE PROJECT: Joey Sprague, ITD Project Manager for US-95 Interchange project, noted that the I-90, US-95 interchange is expected to experience double the traffic volume in the next 20 years. Without improvements, traffic will back up past the interchange ramps and onto I-90 mainline, resulting in high-speed rear end collisions on the interstate. He recalled that the I-90, US-95 interchange project was previously presented to the City Council in February this year. Since then, a public open house was held on March 5, where significant feedback was received particularly concerning the proposed grade separation of US-95 over Appleway Avenue. The project focuses on improving the I-90 and US-95 interchange, a key part of the corridor from State Highway 41 to 15th Street in Coeur d'Alene. The main goals are to reduce back-ups on the US-95 interchange ramps, improve US-95 operations to efficiently move traffic away from the interchange, and address local road operations at US-95 intersections within the interchange's area of influence. After reassessing traffic data, it was confirmed that a bridge over Appleway Avenue is necessary, as the intersection is projected to fail within five years regardless of other improvements. In response to public concerns, especially from local businesses, new design concepts have been developed for the west side of US-95, which will be presented in the next open house on November 18.

Mr. Sprague explained the plan to widen both sides of US 95 starting at Emma Avenue, south of Ironwood, and continuing through a new interchange at I-90. This interchange would be a single-point urban interchange, centralizing traffic signals for improved flow. The proposal also includes

an overpass at Appleway and new access roads to address public concerns in the last open house. These roads would allow smoother transitions between Appleway Avenue, Haycraft Avenue, and Fruitland Lane, including a reoriented intersection and a half-signal to manage peak traffic.

Councilmember Dan English asked about maintaining direct routes like the one from Fred Meyer to Appleway Avenue, which Mr. Sprague confirmed would remain accessible with minor intersection adjustments. Councilmember Miller inquired about turn lanes and signals, and Mr. Sprague clarified the inclusion of a two-way left turn lane and selective traffic signals to facilitate movement onto and off of US 95, while noting that some left turns, such as at Cherry Lane, would be restricted due to a proposed median barrier.

Councilmember Gookin mentioned a private residence at the intersection of Fruitland and Haycraft and asked about ITD's plans. Mr. Sprague stated that the said property would be acquired for the project, explaining that the owner of the property had already been contacted and they will reach out to the neighborhood in the area. Mayor Woody McEvers asked for clarification and Mr. Sprague further explained acquiring the property through appraisal and offering fair market value. If the owner refuses, the state has the right to proceed with eminent domain. ITD Engineering Manager Erika Bowen explained that the ITD cannot independently condemn properties that are only being improved for the local road system. If the public supports the proposed plan at the upcoming open house, ITD would need to establish a cooperative agreement with the city to proceed with acquiring parcels related to the "jug handle" access roads. While ITD handles the legal documentation and condemnation process, they require the City's support. When Councilmember Wood asked if this requirement stems from state statute, Ms. Bowen noted that it's how similar cases have been handled across Idaho because it is a local road improvement, they cannot condemn without support from the City. Councilmember Gookin stated that the City Council would have to approve it. Ms. Bowen clarified that ITD would handle the legal process and documentation but would require the City's participation in the proceedings.

Councilmember Gookin asked about the comprehensive plan for the area, noting that there are around seven to nine homes and questioning whether the neighborhood is intended to remain residential or transition to commercial use. Ms. Bowen responded by emphasizing efforts to minimize right-of-way impacts, with most property owners only affected by temporary construction easements. Rusty Leahy, Project Manager of David Evans & Associates, explained that the intersection is being redesigned to improve traffic flow from Appleway to US 95 and discourage cut-through traffic on Fruitland, which affects residents. Councilmember Gookin requested current traffic counts for comparison be provided to the City.

Mr. Sprague discussed the east side of US 95, outlining eight design concept alternatives for a new city road that would connect Haycraft to Appleway. These options varied in their impact on properties owned by Union Gospel Mission and nearby businesses like Tomato Street and Capriotti's. Councilmember Gookin noted that Union Gospel Mission had already received permits for future development.

Ms. Bowen clarified that the ITD is not asking for immediate decisions from the City Council and is not presenting specific design concepts to the public yet. Instead, ITD plans to gather public feedback on whether direct connectivity from Haycraft to Appleway after exiting US 95 is

important. She emphasized that ITD is offering options to address public concerns and will work with the City to determine the best solution, especially since the roads in question are local and not part of the state highway system. Councilmember Gookin asked about the traffic impact at Appleway and Government Way, and Ms. Bowen noted that signalization would be required at Haycraft and Government Way. Councilmember Wood expressed concern about favoring certain businesses, preferring the option that avoids property impacts. She added that she appreciates ITD showing all the possible options. Ms. Bowen reiterated that ITD is presenting multiple options to address public concerns about connectivity between Haycraft and Appleway. She emphasized that ITD is willing to fund improvements but cannot make final decisions on local roads, which must be guided by City input and public feedback. Mr. Sprague confirmed ongoing discussions with affected property owners. Mayor McEvers asked about maintenance responsibilities, and Ms. Bowen clarified that while ITD would build the roads, the City would be responsible for the maintenance.

Councilmember Gookin asked if any properties on the south side of Appleway were being condemned. Mr. Sprague clarified that while condemnation isn't planned, access issues due to elevation changes may affect a gas station. A new road could preserve access, but all impacted property owners must agree to sell, or that option would not be available. Ms. Bowen explained that ITD wanted to share the full scope of the project with the Council first and emphasized that the designs are still flexible and dependent on public input.

Councilmember Gookin asked about a drainage swale that could affect the gas station, and Ms. Bowen confirmed its inclusion, explaining it could be relocated if the station remains. Mr. Sprague explained that the swale is necessary due to elevation changes from widening US 95. Councilmember Gookin also asked about the proposed Julia overpass, and Mr. Leahy confirmed it was included in traffic modeling but found it to have minimal impact on US 95's level of service.

Councilmember Kiki Miller asked if the public display at the upcoming open house would be influenced by meetings with property owners, especially regarding the future of the gas station. Mr. Sprague confirmed that while they are meeting with the gas station owner soon, the display boards are being finalized and will remain generic. Ms. Bowen added that the public will see the proposed west side jug handle from Fruitland to Haycraft, along with two east side options: one showing a placeholder box between Union Gospel Mission and the furniture store to indicate potential impacts, and another showing a route via Haycraft to Government Way with a new signal, allowing traffic to loop back to Appleway. The goal is to gather public input on their preferred option.

Councilmember Gookin asked for clarification about the bridge over Appleway, and Ms. Bowen explained that it is not changing. She explained that the updated traffic analysis showed the intersection at Appleway and US-95 will fail by 2030. The redesign is necessary to prevent traffic backups on I-90 ramps, which pose safety risks. She emphasized that grade separation at Appleway is essential and will move forward. When asked about the total project cost, Mr. Leahy stated the total project cost is approximately \$120 million, including property acquisition. Councilmember Wood noted current safety concerns at the I-90 westbound entrance and appreciated ITD's transparency. Councilmember Gookin also asked about the Prairie Trail, and Streets Department Director Todd Feusier clarified that while it's part of the contractor's project, the City is concerned

about its use for construction traffic, particularly north-south movement along the trail. A project meeting is scheduled tomorrow which he will attend.

Councilmember Gabriel inquired if there is a preferred option among the proposed concept designs. City Engineer Chris Bosley responded that while no single option has been chosen, several adjustments were made based on city staff input such as the curved connection from Fruitland to Haycraft, which helps reduce traffic on Fruitland despite impacting a corner property. On the east side, there are more concerns due to potential impacts on Union Gospel Mission. Mr. Bosley noted that sending traffic down Haycraft to Government Way is less ideal due to signal spacing issues and ongoing informal traffic through parking lots. He emphasized that formalizing access could help address these patterns and that ITD has been responsive to the City's input throughout the process.

Mr. Sprague reiterated that the upcoming open house will be held on Tuesday, November 18th from 4:00 p.m. to 7:00 p.m. at the Best Western Plus Inn.

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

The meeting adjourned at 12:46 p.m.

Woody McEvers, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

DATE: NOVEMBER 4, 2025
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: DECEMBER 2, 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.

DECEMBER 2, 2025:

ITEM NUMBER: A-1-25

REQUEST The Eugene P. Haag Jr. Trust is requesting annexation approval for a 3.19-acre parcel from County Agriculture Suburban to City R-3 (Residential at 3 units per acre).

LOCATION: 2248 E. Stanley Hill Road, Coeur d'Alene, ID 83814

COMMISSION ACTION: On September 9, 2025, the Planning and Zoning Commission voted 6-1 to recommend that the City Council adopt the R-3 zoning in conjunction with annexation and approved the related 5-lot subdivision request known as Haag Estates, subject to approval of the annexation by City Council.

DATE: NOVEMBER 4, 2025

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: DECEMBER 2, 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.

DECEMBER 2, 2025:

ITEM NUMBER:

Community Development Block Grant (CDBG) Program

Plan Year 2024 Consolidated Annual Performance and Evaluation Report (CAPER)

RESOLUTION NO. 25-060

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE OF A CAT 420XE BACKHOE FROM WESTERN STATES EQUIPMENT THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM IN THE AMOUNT OF \$148,382.30; APPROVING THE PURCHASE OF A 2026 SEWER TANK/PUMP TRUCK FROM FREIGHTLINER NORTHWEST THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM IN THE AMOUNT OF \$211,739.00; DECLARING THAT A 2006 FORD CROWN VICTORIA, PREVIOUSLY USED BY THE POLICE DEPARTMENT, IS SURPLUS AND AUTHORIZING ITS TRANSFER TO A SALVAGE YARD FOR DISPOSAL; DECLARING THAT A 2008 FORD F550 FLATBED AND A 2008 RED CHEVROLET TAHOE, PREVIOUSLY USED BY THE POLICE DEPARTMENT, ARE SURPLUS AND AUTHORIZING THEIR SALE AT AUCTION; AND APPROVING A LETTER AGREEMENT WITH BEAR WATERFRONT, LLC, ADJUSTING COMPLETION DATES FOR PUD CONDITIONS.

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

- A) The purchase of a CAT 420XE Backhoe from Western States Equipment through the Sourcwell cooperative purchasing program in the amount of \$148,382.30;
- B) The purchase of a 2026 Sewer Tank/Pump Truck from Freightliner Northwest through the Sourcwell cooperative purchasing program in the amount of \$211,739.00;
- C) Declaration that a 2006 Ford Crown Victoria, previously used by the Police Department, is surplus and authorization for its transfer to a salvage yard for disposal;
- D) Declaration that a 2008 Ford F550 flatbed and a 2008 red Chevrolet Tahoe, previously used by the Police Department, are surplus and authorization for their sale at auction;
- E) Letter Agreement with Bear Waterfront, LLC, adjusting completion dates for PUD conditions.

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 actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits “A” through “E” and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and the other actions, so long as the substantive provisions of the agreements and the other actions remain intact.

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

DATED this 4th day of November, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER 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: November 4, 2025
FROM: Glen Poelstra, Assistant Director, Water Department
SUBJECT: Approval of Purchase of CAT 420XE Backhoe

=====

DECISION POINT: Should Council approve the purchase of a CAT 420XE Backhoe from Western States Equipment through the Sourcewell cooperative purchasing program?

HISTORY: The Water Department utilizes backhoe/loaders in the day-to-day operations for routine maintenance and emergencies. This type of equipment is extremely versatile and is the key piece of equipment for underground utility work. The Water Department has an established rolling stock replacement program designed to update the fleet equipment, provide as much versatility as possible, meet the safety needs of rapidly changing workloads in our work environment, and be fiscally responsible. A CAT 420 F IT backhoe was purchased from Western States Equipment in 2015. After ten years and 6000 hrs., it is at the end of its expected life. As equipment ages, maintenance costs increase. Replacing aging equipment ensures that crews can stay efficient during operations not having to worry about unexpected breakdowns. The backhoe has reached its 10 year/5000 hour lifespan and is due to be replaced this year. Staff propose to replace the existing CAT Backhoe with a new Caterpillar 420XE Backhoe.

FINANCIAL ANALYSIS: Staff solicited a Sourcewell quote for a CAT 420XE Backhoe from Western States Equipment in the amount of \$148,382.30. The Sourcewell quotes are based on a competitive solicitation process and offered to members. The Sourcewell purchasing program has previously been approved by Council for purchases, as required by Idaho Code § 67-2807. The Water Dept. has budgeted \$169,590 for a replacement backhoe for Fiscal Year 2025-2026. Western States has this backhoe in stock at their facility in Liberty Lake and would be able to deliver within two weeks if the contract is awarded.

PERFORMANCE ANALYSIS: Purchasing from the Sourcewell program allows staff to better select a machine that is compatible with existing attachments and helps avoid the pitfalls of ending up with a machine that does not fit our needs. The proposed CAT Backhoe 420XE is a close comparison to our existing CAT 420F IT machine which would reduce operation and safety training needs as the employees are already comfortable running this type of machine. Tools will easily interchange between the two machines instead of having individual tools for each machine. CAT has an outstanding record of building high-quality efficient machines and equipment. They have a local certified shop to do any required maintenance or warranty work. Staff has determined that this backhoe will adequately meet the needs of our application.

DECISION POINT/RECOMMENDATION: Council should approve the purchase of a new 2025 Caterpillar 420XE Backhoe from Western States Equipment in Hayden Idaho, through the Sourcewell purchasing program, in an amount not to exceed \$148,382.30.



1

Backhoe uses

- water main installation
- service line replacement
- fire hydrant installation
- backfilling
- material screening
- loading dump trucks
- asphalt removal
- potholing utilities
- snow plowing
- tree/stump removal
- grading
- etc.



2



3

Versatile attachments



4



5



6



CAT 420XE Backhoe

DECISION POINT/RECOMMENDATION: City Council should approve the Sourcwell contract quote for a CAT 420XE from Western State Caterpillar in the amount of \$148,382.30 .



7

CAT 420XE Purchase

Questions?



8



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: Q000434343-3
AGREEMENT DATE: 10/23/2025
AGREEMENT EXPIRES: 10/2/2025
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 420XE Backhoe Loader S/N: H9X04070 ID:E0167376	\$148,382.30
● New Warranty - 60 mo 3,000 hrs - PREMIER	
● Delivery Freight	
● EMS Basic - 1 Yr / 500 Hr Parts Only Preventative Maintenance Kit.	
● Training	

Notes	Before Tax Balance	\$148,382.30
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$148,382.30

Western States Equipment	City Of Coeur D'Alene
Order Received by _____	Approved and Accepted by _____
Title <u>Salesman</u> 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.



EQUIPMENT DETAILS

420XE 420XE	6388310 420XE 07A BHL DCA1B
2061748 BELT, SEAT, 3" SUSPENSION	5330488 TIRES, 340 80-18/500 70-24, MX
9R6007 STABILIZER PADS, FLIP-OVER	2168810 BUCKET-MP, 1.3 YD3, IT
9R5321 CUTTING EDGE, TWO PIECE	2193387 BUCKET-HD, 24", 6.2 FT3
4447500 COUPLER, PG, MAN.D.LOCK, BHL	3531389 GUARD, STABILIZER
5590872 INSTRUCTIONS, ANSI	4218926 SERIALIZED TECHNICAL MEDIA KIT
4616839 SHIPPING/STORAGE PROTECTION	4621033 RUST PREVENTATIVE APPLICATOR
6394880 PRODUCT LINK, CELLULAR, PLE643	0P9001 LANE 1 ORDER
0P0210 PACK, DOMESTIC TRUCK	

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, statute, 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: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Salesman

Date: _____

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 3,000 hrs & PREMIER				
MODEL 420XE	PRODUCT DESCRIPTION 420XE Backhoe Loader	HOURLY METER 0	SERIAL NUMBER H9X04070	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 ☐ COMMERCIAL ☐ FORESTRY ☐ WASTE ☐ GOVERNMENTAL ☐ 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 | 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	420XE	H9X04070	0		

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	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

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

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

Country
país 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.

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

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 UCID : _____

Company Name (print) : _____

Company Representative CWS ID : _____

Company Representative (print) : _____

Main Store Dealer Code : _____

Signature : _____

Dealer Representative Name : _____

Date : _____

Dealer Representative CWS ID : _____

New Machine Purchase - Customer Value Agreement Basic Parts Only Kit



Customer : City Of Coeur D'Alene

Date : Thursday, October 23, 2025

Account # : 1055800

Delivery Date : 10/14/2025

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

MACHINE INFORMATION

Machine Serial : H9X04070

Single 500 Hr. Service

Machine Model : 420XE Backhoe Loader

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. 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

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)

**CITY COUNCIL
STAFF REPORT**

DATE: November 4, 2025
FROM: Larry Parsons, Utility Project Manager
SUBJECT: Approval of the Purchase of a 2026 Sewer Tank/Pump Truck

=====

DECISION POINT: Should Council approve the purchase of a 2026 Sewer Tank/Pump Truck from Freightliner Northwest through the Sourcewell cooperative purchasing program in the amount of \$211,739.00?

HISTORY: The Wastewater Department, in keeping with its regular equipment replacement schedule, identified the need to replace an aging sewer tank/pump truck in the FY 2025-2026 Wastewater Operating Fund budget. The Department recommends purchasing the new truck through the Sourcewell program pursuant to Idaho Code § 67-2807.

Sourcewell has obtained pricing for the specified equipment through a competitive bidding process with the State of Minnesota that is open to all federal, state/province, and local municipal government entities. Idaho Code § 67-2807 allows the City to take advantage of an established contract and avoid conducting its own separate bid.

PERFORMANCE ANALYSIS: The Wastewater Utility uses this equipment on an almost daily basis to perform essential maintenance of the wastewater collection system. Replacing the existing 2014 Sewer Tank/Pump Truck will ensure continued reliability and efficiency in field operations. Upon delivery of the new unit, the existing truck will be transferred to the Streets Department.

FINANCIAL ANALYSIS: Funding for this purchase is available within the Replacement Equipment section of the approved FY 2025-2026 Wastewater Operating Fund (line item #031-058-4352-7515). The quote amount of \$211,739.00 is significantly below the budgeted allocation, allowing the Department to remain well within its approved capital budget.

The purchase will be made under Sourcewell Contract #032824-DAI 1.0 (Freightliner 2026 M2 Tank/Pump Truck). City Sourcewell Member #68749.

RECOMMENDATION: Council should approve the purchase of one (1) 2026 Freightliner M2 Sewer Tank/Pump Truck from Freightliner Northwest through the Sourcewell cooperative purchasing program in the amount of \$211,739.00.



FREIGHTLINER of HAWAII

GORDON TRUCK CENTERS DEALER FAMILY

VEHICLE PURCHASE AGREEMENT

TOLL FREE ALL STORES 800-523-8014

Buyer's Name	City Of Coeur d'Alene	Order Date	5 / 9 / 2025
Address	710 E Mullen Ave	Estimated Delivery Date	___ / ___ / ___
City	Coeur d'Alene	State	ID
Zip	83814	Sales Rep	Jim Banner
Business Phone		Customer Email	
Cell Phone			

Quantity Ordered	1
Base Price Per Unit	\$ 132,712.00
Federal Excise Tax Per Unit	\$
Subtotal Price Per Unit	\$ 132,712.00
Additional Description	
Sourcewell Contract # 032824-DAI	
Customer Sourcewell Account # 68749	
**Subject to additional charges due to tariffs and/or material surcharges	
Additional Items Per Unit (Not included in base price)	
	\$
Erickson Tank Upfit	\$ 78,827.00
	\$
	\$
	\$
	\$
	\$
Administration Fee	\$ 200.00
Title/Transfer Fee Per Unit	\$
Trip/Fuel Permit Per Unit	\$
Subtotal:	\$ 211,739.00
Sales Tax Rate: _____ %	\$ 0.00
Less: Deposit	\$ 0.00
Less: Cash Down Payment	\$ 0.00
Less: Net Trade-in Allowed	\$ 0.00
Unpaid Balance	\$ 211,739.00
(DUE ON DELIVERY)	

Stock Number	<u>TBD</u>	☒ New
VIN Number	<u>TBD</u>	☐ Used
Year	<u>2026</u>	Color <u>White</u>
Make	<u>Freightliner</u>	
Model	<u>M2106</u>	
Tractor/Truck/Trailer	<u>Septic Truck</u>	

TRADE IN: CONDITION REPORT REQUIRED

Year _____ Make _____ Model _____

Body Type _____ Color _____

VIN Number _____

Loan Balance Owed To _____

Address _____

City _____ State _____ Zip _____

Trade Allowance \$ _____

Balance Owing \$ _____

Equity \$ 0.00 _____

SALES LOCATION

LES LOCATION

☐	Mt. Vernon, WA (877) 848-0472	☐	Nampa, ID (208) 461-4751
☐	Pacific, WA (800) 282-0699	☐	Hermiston, OR (800) 657-5408
☐	Olympia, WA (855) 245-4635	☐	La Grande, OR (800) 843-1195
☐	Ridgefield, WA (360) 887-7562	☐	Coburg, OR (541) 225-2030
☒	Spokane, WA (888) 744-0390	☐	Redmond, OR (541) 548-7497
☐	Union Gap, WA (800) 378-9478	☐	Medford, OR (541) 779-4622
		☐	Kapolei, HI (808) 682-4315
		☐	Redding, CA (530) 241-4412 Exhibit "B"

Signature X _____
Date X _____

VEHICLE PURCHASE AGREEMENT

Buyer's Name City Of Coeur d'Alene

Order Date 5 / 9 / 2025

Sales Rep Jim Banner

EXCLUSION OF WARRANTIES: Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose, with regard to the products purchased; and that in no event shall Gordon Truck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Extended warranties are available for purchase at time of sale but are not included unless otherwise stated in the Vehicle Purchase Agreement. Tax, title and license are the purchaser's responsibility.

PRICE INCREASES: Prices are subject to change in the event of manufacturer-imposed surcharges or price increases. Purchasers will receive written notice of any price increase and given no less than 14 calendar days to accept the price increase or cancel the order at no charge.

VEHICLE DELIVERY TERMS: Vehicles must be paid in full prior to customer taking possession. Customer will be notified once vehicle(s) have been received from OEM and are ready for delivery. From the day of notification customer will have fourteen (14) calendar days to fund Gordon Truck Centers Inc. (GTC) any amount still owed on the vehicle and take possession of vehicle. Vehicles not funded after fourteen calendar days will be subject to additional daily flooring charges until payment is received in full. All deposits on factory ordered vehicles are non-refundable. Valid proof of insurance required prior to vehicle pick up or delivery.

FEDERAL EXCISE TAX: (Applicable) Federal Excise Tax will be invoiced and collected at time of sale by Gordon Truck Centers, Inc. Purchaser may provide a signed exemption certificate specific to the vehicles being sold at time of invoicing to be exempted from Federal Excise Tax.

GORDONTRUCK CENTERS INC. (GTC) PREFERRED METHOD OF PAYMENT:

1. In-House Finance
2. Automated Clearing House (ACH)
3. Wire Transfer
 - a. Instructions are available for customer reference
4. Cashier's Check
 - a. Must be from local banks only – out of state transactions are wire transfer/ACH only
 - b. Must be payable to Gordon Truck Centers Inc.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT (VPA) includes all terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

Purchaser's Acceptance

Purchaser's Name (Please Print) City Of Coeur d'Alene

Name of Authorized Representative _____

Title of Authorized Representative _____

Signature of Authorized Representative X _____

Date _____ X _____

Gordon Truck Centers Inc.

Accepted This Date By:

X _____, Sales Manager

Date _____



GORDON TRUCK CENTERS DEALER FAMILY

City Of Coeur d'Alene, Sourcewell Account # 68749

MY26 Freightliner M2 Quote Details

Sourcewell Contract 032824-DAI

Freightliner M2 Chassis Pricing:

Cab & Chassis Retail Price	\$204,480.00
Sourcewell Discount	\$(71,568.00)
Chassis Subtotal:	\$132,912.00

Additional Items:

Erickson Tank Upfit	\$78,827.00
---------------------	-------------

Summary

Chassis Price	\$132,912.00
Additional Items Total	\$78,827.00
Admin Fee	\$200.00
Total Sale Price	\$211,739.00

***Subject to additional charges due to tariffs and/or material surcharges**

CITY COUNCIL STAFF REPORT

DATE: October 8, 2025

FROM: Lt. Bill Tilson Jr., Police Department

SUBJECT: Surplus Vehicle to Salvage

DECISION POINT: Should the City Council approve the salvage of a white 2006 Chevrolet Crown Victoria with VIN 2FAHP71WX6X132628?

HISTORY: The Police Department purchased a 2006 Ford Crown Victoria with VIN 2FAHP71WX6X132628 in April 2006 (known as unit P1087) The vehicle was originally purchased as a marked patrol vehicle. During its time, the vehicle also served as a School Resource vehicle and most recently as a training car for the Pursuit Intervention Technique, known as PIT.

FINANCIAL ANALYSIS: The vehicle is currently in such disrepair that it can no longer be used for training and the cost to make it at all serviceable would far outweigh the value of the vehicle.

PERFORMANCE ANALYSIS: This vehicle is in extremely poor condition and cannot be used on the road. Its condition and safety concerns also preclude it from trying to sell it at auction. There would be no cost to have Spaulding's vehicle salvaged to the City.

DECISION POINT/RECOMMENDATION: Council should authorize the police department to send the 2006 Ford Crown Victoria with VIN 2FAHP71WX6X132628 to the salvage yard for disposal.

CITY COUNCIL STAFF REPORT

DATE: October 8, 2025

FROM: Lt. Bill Tilson Jr., Police Department

SUBJECT: Surplus Vehicles to Auction

DECISION POINT: Should the City Council approve sending two surplus vehicles to auction?

HISTORY:

The City's Police Department acquired a 2008 Ford F550 flatbed with the VIN 1FDAW57R08ED96607 in 2018 through the federal disposition services known as DRMO or Defense Reutilization and Marketing Office. The vehicle has been used as a specialty vehicle for the Department since that time.

The Police Department also acquired from the Coeur d'Alene Fire Department a 2008 red Chevrolet Tahoe in 2017 with the VIN 1GNFK030X8R171286 after it was replaced in the 2015 GO bond. This vehicle has been used in various capacities including Investigations and Community Action team, after it had been painted gray.

FINANCIAL ANALYSIS: The Ford F550 has mechanical and rust issues that have made it no longer feasible to operate / maintain it. The costs of repairing it outweigh its serviceability to the Department and the cost of the vehicle itself. The Tahoe also had exceeded its serviceable life span and is no longer a serviceable unit for police use. The auction process takes up a portion of the winning bid, and the City will be given the rest for general fund.

PERFORMANCE ANALYSIS: Both vehicles' unreliability does not allow them to be transferred to another department and the costs for repair outweigh their value to the City. The flatbed has no specialty equipment, and the Tahoe can easily be decommissioned at little cost.

DECISION POINT/RECOMMENDATION: Council should authorize the Police Department to surplus the 2008 Ford F550 with VIN 1FDAW57R08ED96607 and the 2008 Chevrolet Tahoe with VIN 1GNFK030X8R171286 and send them to auction.

**CITY COUNCIL
STAFF REPORT**

DATE: November 4, 2025

FROM: Hilary Patterson, Community Planning Director,

SUBJECT: Agreement with Bear Waterfront, LLC, for the Mahogany Lane PUD and
Subdivision to establish terms regarding fulfillment of conditions

DECISION POINT: Should Council approve the agreement with Bear Waterfront, LLC (“Bear Waterfront”) to establish terms regarding fulfillment of conditions for the Mahogany Lane PUD and subdivision?

HISTORY: The Mahogany Lane PUD (PUD-3-21) and Subdivision (S-5-21) were approved by the Planning and Zoning Commission in 2021 with 32 conditions of approval. With approval of the final plat, City Council entered into a bond agreement with Bear Waterfront through its manager, Rob Bloem, on June 20, 2022, that allowed some of the landscaping, open space, trail, and parking improvements to be delayed. Due to a variety of factors, some conditions have not been satisfied to date, and the bond agreement has expired. Mr. Bloem has agreed to enter into a letter agreement with the City to establish updated timelines, to secure a new bond, and submit a PUD Amendment application by January 2, 2026, to formally modify the timing of conditions of approval.

PERFORMANCE ANALYSIS: This agreement solidifies Bear Waterfront’s commitment to completing the project that includes public open space, parking along Tilford Lane, improvements to the Centennial Trail, completion of the trail realignment across Beebe Boulevard, and providing a warranty bond for all public improvements that have been completed and accepted by City Staff. By entering into this agreement, it removes the “noncompliant” nature of the project until such time other amendments are approved through the PUD process and allows a certificate of occupancy to be issued for one of the tri-homes in the project and a building permit to be issued for the Delores Depot to allow that portion of the project to move forward. As part of this agreement, Bear Waterfront has provided an updated bond estimate, is securing a new bond to cover the remaining items and is working with his team to submit for the PUD Amendment within the agreed-to timeframe.

FINANCIAL ANALYSIS: Approval of this letter agreement will have no fiscal impact to the City. Further, Bear Waterfront has agreed to remove the old pedestrian/bike trail ramps on both sides of Beebe Boulevard and replace the curbs as part of the trail realignment, which is a cost-saving to the City.

DECISION POINT/RECOMMENDATION: Council should approve the agreement with Bear Waterfront, LLC, to establish terms regarding fulfillment of conditions for the Mahogany Lane PUD and subdivision.

November 4, 2025

Robert A. Bloem
2936 W. Dakota
Hayden, ID 83835

Dear Mr. Bloem:

The purpose of this agreement between Bear Waterfront, LLC (the “Applicant”) and the City of Coeur d'Alene (the “City”) is to establish the terms regarding the fulfillment of the conditions of subdivision and PUD approval for the Mahogany Lane PUD, and the issuance of Certificates of Occupancy and permits. Accordingly, the parties agree as follows:

A. PUD Amendment

1. The Applicant shall submit an application to amend the Mahogany Lane PUD (PUD-3-21) to the Planning Department by January 2, 2026, to amend the timeframes for the completion of any outstanding conditions to the December 14, 2021, Findings and Order, and any other requested modifications to the project.

B. PUD Open Space

1. The Applicant shall obtain a new Site Development Permit prior to doing any of the open space and trail work;

2. The Applicant shall complete the staircases connecting the Centennial Trail to Bellerive Lane following the construction of the adjacent Tri-homes and shall complete the work no later than August 31, 2026;

3. The Applicant shall commence work on the landscaped areas no later than March 1, 2026, and shall complete the work no later than August 31, 2026;

4. The Applicant shall commence work on the Park and Centennial Trail improvements no later than March 1, 2026, and shall complete the work no later than August 31, 2026;

5. The Applicant shall commence the work on the Plaza next to the Delores Depot along Beebe Boulevard no later than March 1, 2026, and shall complete the work no later than August 31, 2026; and

6. The Applicant shall verify the continued validity of the Subdivision Bond Faithful Performance for Mahogany Lane Landscape Work and Open Space Landscape Improvements, issued by United Fire & Casualty Company on October 18, 2022, or provide a new bond or other security acceptable to the City to cover one-hundred fifty percent

(150%) of the cost of the landscaping and open space improvements based on an updated bond estimate that is acceptable to the City Engineer by November 12, 2026.

C. Delores Depot

1. The Applicant shall submit for revisions for the building permit by March 1, 2026, and shall complete the project by January 31, 2027.
2. The Applicant shall complete the parking on Tilford Lane with the Delores Depot.

D. RRFBs, Crossings

1. The Applicant shall order two (2) RRFBs by November 30, 2025, and install said RRFBs no later than March 15, 2026, unless the time is extended at the request of the City Engineer.
2. The Applicant shall remove the old pavement markings on Beebe Boulevard by March 1, 2026; and
3. The Applicant shall remove the old trail ped/bike ramps on both sides of Beebe Boulevard and replace the curbs by March 1, 2026.

E. Warranty Bond, Acceptance of Improvements

1. The Applicant shall provide a Warranty Bond for all public improvements for City Council approval by November 18, 2026; and
2. The Applicant shall confirm that all required public improvements have been completed and accepted by City Staff, or are bonded for by November 11, 2026.

F. Certificate of Occupancy, Permits

1. Upon execution of this Letter Agreement, the City agrees to issue one (1) Certificate of Occupancy for the structure at 2193 W. Bellerive Lane, which is scheduled to close on November 14, 2025, provided that all requirements for the issuance of the Certificate of Occupancy under the applicable Building Code have been met;
2. The City agrees to issue a building permit for one (1) additional Tri-homes on Bellerive Lane, either at 2165 or 2211 W. Bellerive Lane, once this agreement has been signed by all parties;
3. The City agrees to issue a building permit for the Delores Depot after the submittal of the PUD Amendment application as required by A(1), if the permit is otherwise ready to issue; and

4. The parties agree that no other building permits or Certificates of Occupancy will be issued until the PUD has been amended, the timing for the completion of conditions has been changed, and the required bonds or other security have been issued and are valid.

SIGNED this ____ day of _____, 2025.

Robert A. Bloem
For Bear Waterfront, LLC

SIGNED this ____ day of _____, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: November 4, 2025
FROM: Glen Poelstra Assistant Director Water Dept.
SUBJECT: Acceptance of Bid of, and Award of Contract to, United Pump Co., for the Hanley Well Pump Rehabilitation Project

=====

DECISION POINT: Should Council approve the lowest responsive bid and award a contract to United Pump Co., d/b/a United Pump & Crown Drilling, for rehabilitation of the Hanley Well?

HISTORY: The Hanley Well was originally installed in 1990 to a depth of 400 feet. It has a tested production capacity of nearly 3500 gpm. The production well is 24" in diameter and cased or screened to the bottom. Initially, this well was outfitted with a 450 HP submersible pump which eventually was replaced with a vertical turbine pump which is in use today. A modification to the well by installing the vertical turbine pump was completed in 2003 due to significant issues with the 450 HP submersible motor. After the well was put into production, it has consistently produced at a rate of approximately 3200 gpm. The pump assembly consists of a 500 HP motor, 14" diameter drop pipes (columns), 1-15/16" diameter shafts, and a 5-stage pump. The pump was installed new in 2003.

FINANCIAL ANALYSIS: The Water Department has budgeted \$200,000 through the operations and maintenance budget for this rehabilitation. No additional engineering services are required for this project. Two bids were received, with the lowest responsive base bid of \$94,513.00 by United Pump Co. Options were included in the bid packet for potential replacement of the pump columns, stainless steel shafts, and brass spider bearings in the event undue wear is detected. Exercising all options would bring the total bid to \$203,260.00. While staff anticipates there may be a need to replace at least some of the pump column based on previous history, it is not anticipated to have to replace everything. Therefore, staff is proposing approval of the base bid of \$94,513.00, with the contract providing a cost not to exceed \$200,000.00 to cover additional replacements as may be required.

PERFORMANCE ANALYSIS: Staff propose to have the pump assembly removed, cleaned, inspected, and replace any necessary parts. This is standard work in a well rehabilitation which the Water Department completes regularly. Options in this project were in case any of the assembly components exhibit undue wear. The stainless-steel shafts will be inspected and straightened as necessary to ensure factory tolerance. Once removal is approved to begin, staff anticipates that the project should be completed within 180 business days, barring any unanticipated problems such as damaged or defective equipment or materials. The well will be inspected through a video to determine if additional cleaning will be required as part of the bid options.

REQUESTED ACTION: Council should accept the lowest responsive bid of, and award a contract to, United Pump Co., d/b/a United Pump & Crown Drilling, for the Hanley Well Pump Rehabilitation Project for an amount not to exceed \$200,000.00.



1

HANLEY WELL PUMP REHAB

1210 W Hanely Ave



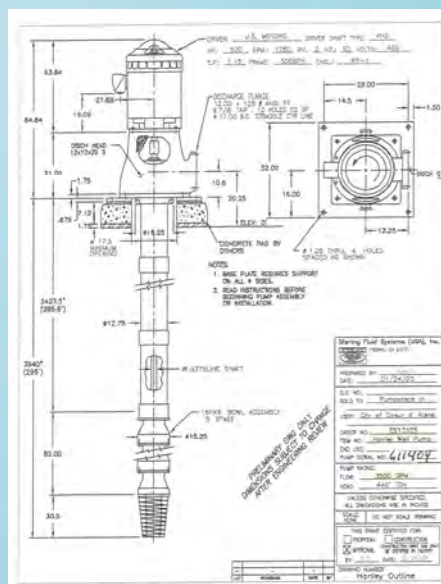
Coeur d'Alene
IDAHO

2



3

WHAT IS A WELL REHAB?



4

SPIDER, SHAFT & CASING



City of
Coeur d'Alene
IDAHO

5

NEW HARDWARE IF NEEDED



City of
Coeur d'Alene
IDAHO

6

HANLEY WELL WELL PUMP REHAB



7

HANLEY WELL PUMP REHAB

Thank you!



8

RESOLUTION NO. 25-061

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING A CONTRACT TO, UNITED PUMP CO., d/b/a UNITED PUMP & CROWN DRILLING, FOR THE HANLEY WELL PUMP REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$200,000.00.

WHEREAS, the Water Department of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with United Pump Co., d/b/a United Pump & Crown Drilling, for the Hanley Well Pump Rehabilitation project pursuant to terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a contract for the Hanley Well Pump Rehabilitation project with United Pump Co., d/b/a United Pump & Crown Drilling, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent its substantive provisions 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 4th day of November, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

was absent. Motion .

CONTRACT

THIS CONTRACT is made and entered into this 4th day of November, 2025, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY," and **United Pump Co., d/b/a United Pump & Crown Drilling**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 3125 W. Hayden Ave, Hayden, Idaho 83835, hereinafter referred to as the "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, the CONTRACTOR has been awarded the contract for the **City of Coeur d'Alene** Water Department's **HANLEY WELL PUMP REHABILITATION** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall perform all of the work as set forth in the said plans and specifications described above in said CITY, furnishing all labor and materials therefor according to the plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this Contract. All material shall be of the high standard required by the plans and specifications and approved by the Water Department Director, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this Contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the limits shall be at least those provided by Idaho Code § 6-924. Certificates of insurance providing at least thirty (30) days written notice to the CITY prior to cancellation of the policy shall be filed in the office of the City Clerk. The CONTRACTOR shall furnish the CITY certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney.

The CONTRACTOR agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this Contract as required by Idaho Code §§ 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the CONTRACTOR shall indemnify the CITY against any loss resulting to the CITY from such failure, either by way of compensation or additional premium liability. The CONTRACTOR shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

The CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum not to exceed **Two-Hundred Thousand and no/100's (\$200,000.00)** as hereinafter provided. Partial payment shall be made on or after the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City

Council, provided that the CONTRACTOR has obtained from the Idaho State Tax Commission and submitted to the CITY a release of liability for taxes (Form 10-248-79).

The CONTRACTOR shall complete all work and be ready for final acceptance within **One Hundred Eighty (180) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY. The CONTRACTOR shall complete all work necessary as set forth in the said plans and specifications described above within the above specified time frame.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of Five Hundred and no/100 Dollars (**\$500.00**) per calendar day, which sums shall not be construed as a penalty.

IT IS FURTHER AGREED that the CONTRACTOR must employ at least ninety five percent (95%) bona fide Idaho residents as employees on any job under this Contract except where under this Contract fifty (50) or fewer persons are employed by the CONTRACTOR, in which case the CONTRACTOR may employ no more than ten percent (10%) nonresidents; Provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents of the state of Idaho in the performance of said work. (Idaho Code § 44-1002)

Pursuant to Idaho Code § 67-2359, the **CONTRACTOR** certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of People's Republic of China.

Pursuant to Idaho Code § 67-2346, the **CONTRACTOR** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

Pursuant to Idaho Code § 18-8703, the **CONTRACTOR** certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

Pursuant to Idaho Code § 67-2347A, the **CONTRACTOR** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

The CONTRACTOR further agrees: In consideration of securing the business of constructing the works to be constructed under this Contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this Contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which the CONTRACTOR is liable.

IT IS FURTHER AGREED that, for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the CONTRACTOR are hereby made a part of this Contract.

For the faithful performance of this Contract in accordance with the plans and specifications and payment for all labor and materials, the CONTRACTOR shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the Contract, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" is defined in Section 2 of the Contract Documents, entitled, "Standard General Conditions of the Construction Contract.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, disability, and/or gender identity/expression. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, disability, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The CONTRACTOR agrees to post in conspicuous places available for employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, disability, and/or gender identity/expression. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The CONTRACTOR shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the CITY may require.

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this Contract on behalf of the CITY, and the CONTRACTOR has caused the same to be signed by its President, the day and year first above written.

CITY OF COEUR D'ALENE

UNITED PUMP CO., d/b/a UNITED PUMP &
CROWN DRILLING

By _____
Woody McEvers, Mayor

By _____
_____ (printed name)
_____ (printed title)

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Secretary

**CITY COUNCIL
STAFF REPORT**

DATE: **NOVEMBER 4, 2025**

FROM: **MELISSA TOSI; HUMAN RESOURCES DIRECTOR**

SUBJECT: **PERSONNEL RULE AMENDMENTS**

Decision Point: Should Council approve amendments to Rule 1 – General Provisions; Rule 10 – Probationary Period; Rule 12 – Pay Adjustment; and Rule 13 – Transfer, Demotion, Layoff, Resignation, and Reinstatement?

History: The probationary period for employees has been consistent for over twenty years. All new employees, except for police officers, are on probation for twelve months. Currently, all police officers serve an eighteen-month probationary period. The proposed amendments change the probationary period for lateral police officers to twelve months. Entry level police officer/recruits will keep an eighteen-month probationary period which allows additional evaluation time while serving in the Peace Officer Standard Training (POST) academy and in the internal field training program. Additionally, the proposed amendments also place all probationary language under the same Rule. In addition to the probation amendments, there are other minor amendments and housekeeping changes that will create better clarity, delete outdated language, and remove language that is no longer needed (see explanation of changes in “Exhibit 1”).

These proposed amendments to the Personnel Rules have been discussed by the Executive Team and posted for all employees to review. The amendments were also vetted by the Fire Union, Lake City Employee’s Association, and Police Association. After the initial posting of the proposed probationary amendments that proposed all employees change to a twelve-month probationary period, it was brought forward by the police administration that they would prefer to only change the probationary period for lateral police officers to twelve months and leave entry level police officers/recruits at eighteen months. The Police Officer Association was also in favor of this. Additionally, in negotiation meetings with the Police Association last Summer, the Association had requested a change to a twelve-month probationary period. Updating the Personnel Rules assists with that request.

Financial: There are no changes to overall costs associated with these Personnel Rule amendments.

Performance Analysis: Authorizing the above noted Personnel Rule amendments will place all probationary language in the same Rule, allowing the information to be easier to find. The current eighteen-month probationary language in the Rules was in place prior to the City having a lateral program to hire POST certified, experienced officers. If approved, the current lateral police officers in the police department currently serving an eighteen-month probationary date will be amended to twelve months.

Decision Point/Recommendation: Council should approve amendments to Rule 1 – General Provisions; Rule 10 – Probationary Period; Rule 12 – Pay Adjustment; and Rule 13 – Transfer, Demotion, Layoff, Resignation, and Reinstatement?

“Exhibit 1”

Personnel Rule 1 General Provisions Amendments

Section 2. Personnel Officer	Amending “appointing power” to Department Head (removing “appointing power” throughout Rule as it is an outdated and an undefined term.
Section 4. Competitive Service	Clarifies language to whom is exempt from the Rules. Deletes outdated elected official language.
Section 5. Amendment of Rules	Retitled because the Rules have already been adopted. Clarifies language, but the substance remains the same. Removes outdated requirement for Council to publish notice in the newspaper if considering repeal of Rules. This section now concerns only the amendment of the Rules.
Section 6. Appointments	Regular appointments to be made by the Department Head, with approval of Human Resources Director, instead by Human Resources Director.
Section 7. Probationary Period	Delete from Rule 1 and move language to stand alone Rule 10.
Section 10. Employee Standards of Conduct	Clarifies who the rule applies to.
Section 14. Penalties	Deleted. This is covered by Rule 15 and is unnecessarily duplicative.
Section 15. Limitations	Deleted. This is unnecessary as it does not relate to personnel matters.

Personnel Rule 10 Probationary Period Amendments

Section 1. Regular Appointment Following Original Probationary Period	[Former Rule 1. Section 7] Changes probationary period for lateral police officers and clarifies probationary period for entry level police officer/recruit, options at the end of probation period, and the calculation method of probation period.
Section 2. Probation Following Promotion or Transfer	[Added from Rule 13. Section 2] Added transfers to this language to capture current practice of a 6-month probation period for both promotions and transfers. How probationary dates are calculated is clarified for promotion and transfers to keep consistent with regular appointments and current practice.
Section 4. Rejection of Probationer	Clarifies what happens if an employee is rejected during the probationary period. Old Section 4 deleted and language added to this section.
Section 5. Change of Positions	Remove outdated language.

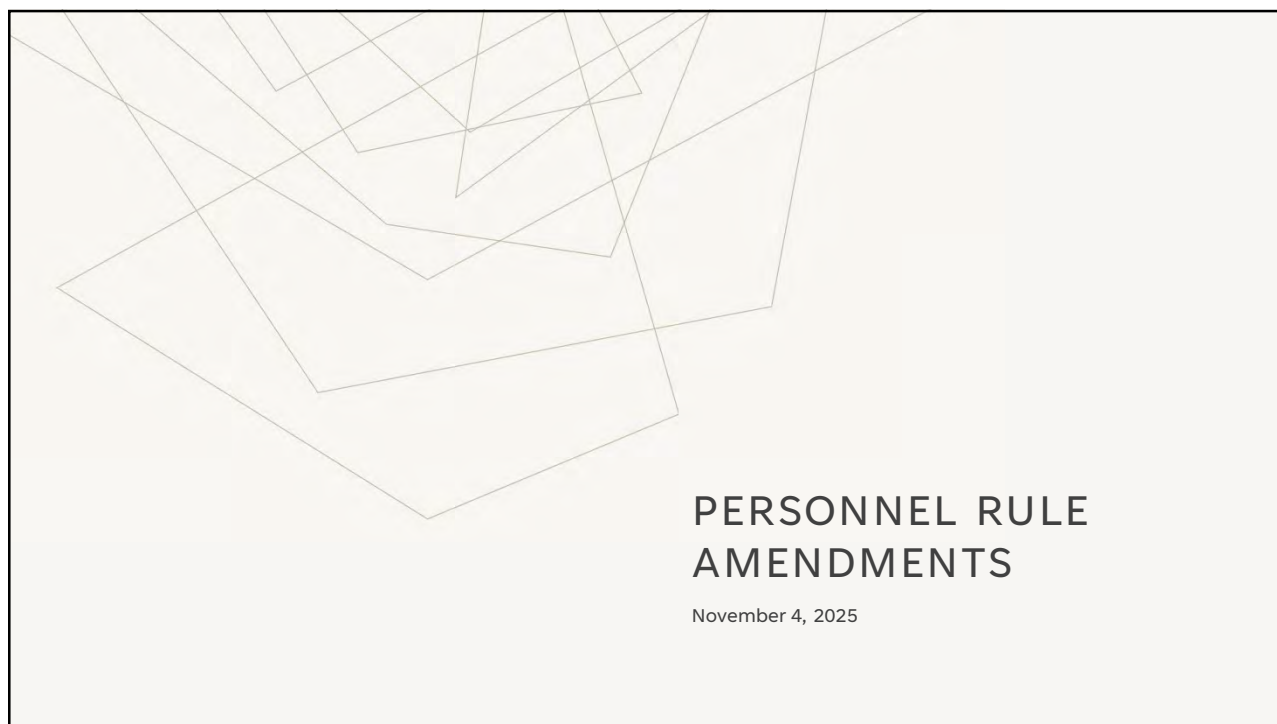
“Exhibit 1”

Personnel Rule 12. Pay Adjustment Amendments

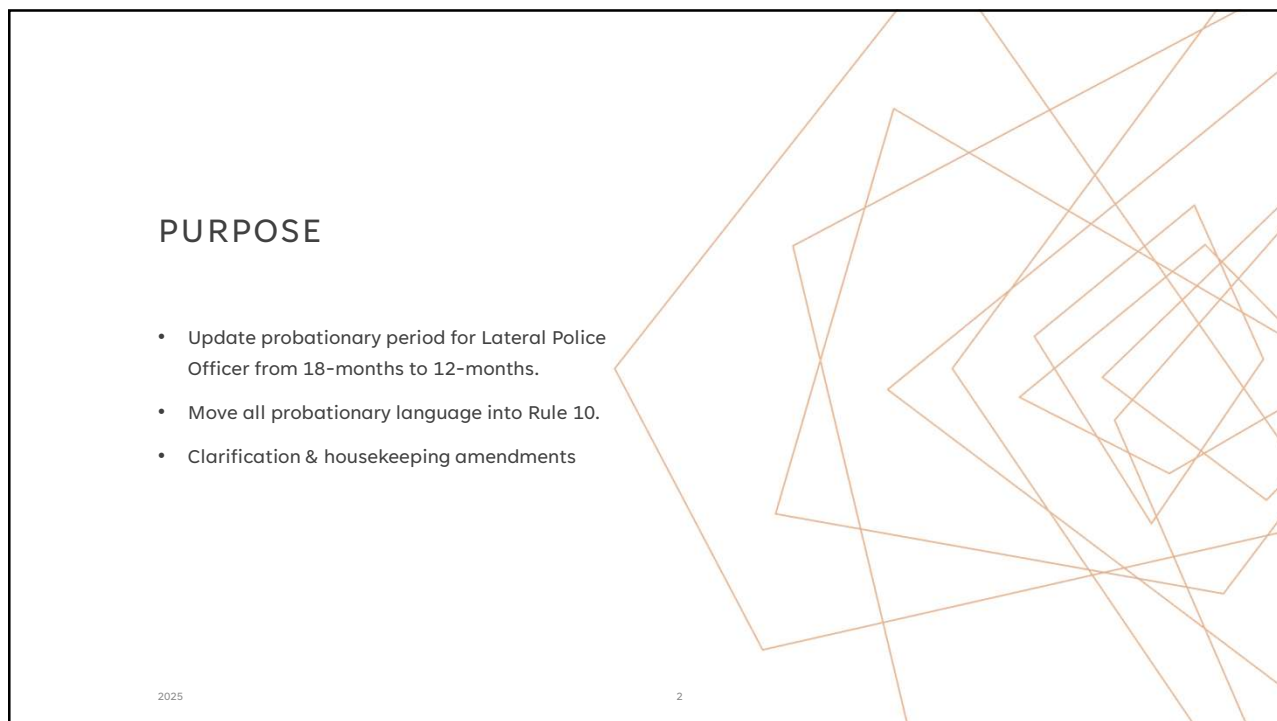
Section 2. Advancement	Clarifies employees’ ability to receive a pay increase. Remove probationary language since it is now clarified in Rule 10. Delete outdated reference to 5% increase to newly promoted class.
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Personnel Rule 13. Transfer, Promotion, Demotion, Layoff, Resignation, and Reinstatement Amendments

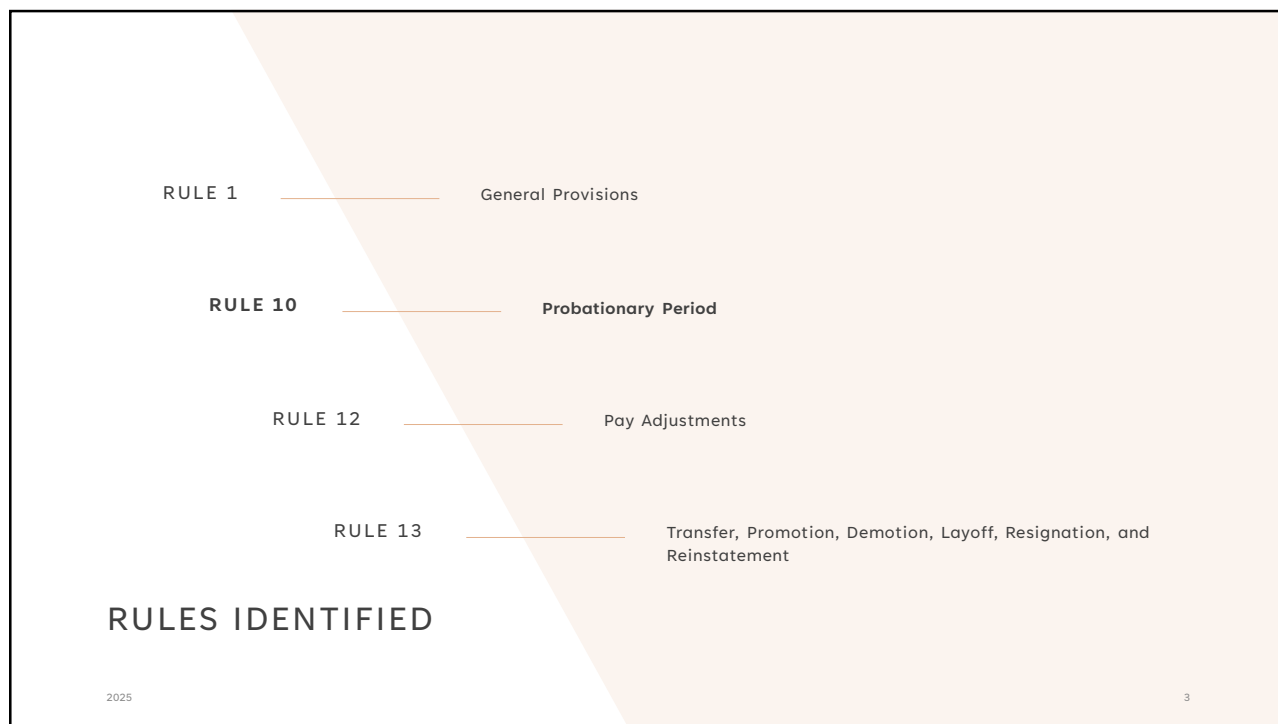
Section 2. Promotion	Delete due to language being moved to Rule 10.
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RULE 10: PROBATIONARY PERIOD

Section 1. Regular Appointment Following Original Probationary Period

Amending probationary period from 18-months to 12-months for lateral police officers, options at end of probation, process for establishing the probationary period.

Section 2. Probation Following Promotion or Transfer

Added transfers to capture current process of 6-month probationary period for promotions and transfers, process for establishing the probationary period.

Section 4. Rejection of Probationer

Clarifies what happens if an employee on probation is rejected for a regular appointment, promotional appointment, or transfer.

Housekeeping Changes

Add clarity and remove outdated language

2025

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RULE 12: PAY ADJUSTMENTS

Section 2. Pay Adjustment Amendments

Clarifies employee's ability to receive a pay increase.
Remove probationary language due to being moved to Rule 10.
Remove outdated reference to 5% increase to promoting from one class to another.

Housekeeping Changes

Add clarity and remove outdated language

2025

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RULE 13: TRANSFER, PROMOTION, DEMOTION, LAYOFF, RESIGNATION, AND REINSTATEMENT

Section 2. Promotion

Delete probationary language and move to Rule 10

2025

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AMENDMENTS VETTED



Executive Team



Fire | Local 710



LCEA



Police Association

- Original posting amended probation to 12-months for ALL employees
- Police administration requested for lateral police officers only
- Police Officers Association agreed with lateral police officer only

2025

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CONCLUSION

- Amending the lateral police officer probationary period to 12-months is desirous of the police department
- 18-month probationary period approved by Council prior to approval of the lateral police officer program
- The proposed amendments place all probationary language under the same Rule
- Authorizing the amendments will provide needed clarity

RECOMMENDATION

- Council should approve the amendments to Rule 1, 10, 12 and 13.

2025

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QUESTIONS

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RESOLUTION NO. 25-062

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING RULE 1 – GENERAL PROVISIONS, RULE 10 – PROBATIONARY PERIOD, RULE 12 – PAY ADJUSTMENT, AND RULE 13 – TRANSFER, DEMOTION, LAYOFF, RESIGNATION, AND REINSTATEMENT, OF THE CITY OF COEUR D'ALENE PERSONNEL RULES.

WHEREAS, it is necessary to revise Rules 1, 10, 12, and 13 of the City of Coeur d'Alene Personnel Rules to change the probationary period for lateral officers from eighteen (18) months to twelve (12) months, aligning it with the probationary period established for all other City employees, except entry level police officers who will continue to have an eighteen (18) month probation period; and

WHEREAS, it is necessary to revise Rule 1, Section 5(c) to remove outdated language referencing the complete repeal of the Personnel Rules and the posting requirement, as this language is no longer applicable; and

WHEREAS, it is necessary to combine all probationary provision in the same rule, Rule 10; and

WHEREAS, it is necessary to clarify the language of Rule 12, regarding pay adjustments; and

WHEREAS, it is necessary to delete language in Rule 13, which is now included in Rule 10;

WHEREAS, under Rule 1, Section 5(b), any amendments to the Personnel Rules will follow the standard posting process; and

WHEREAS, said amendments to the Personnel Rules have been properly posted ten (10) days prior to this Council Meeting; and

WHEREAS, no objections have been made to the amendments; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such amendments, attached hereto as Exhibit "A," be adopted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the amendments to Rules 1, 10, 12, and 13, of the City of Coeur d'Alene Personnel Rules, attached hereto as Exhibit "A," be and are hereby adopted.

DATED this 4th day of November, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

RULE 1: GENERAL PROVISIONS

SECTION 1. Adoption of Personnel System

In order to establish an equitable and uniform procedure for dealing with personnel matters; to attract to municipal service the best and most competent persons available; to assure that appointments and promotions of employees shall be based on merit and fitness; and to provide a reasonable degree of security for qualified employees, the following personnel system is hereby adopted.

SECTION 2. Personnel Officer

The City Administrator shall be the Personnel Officer. The City Administrator may delegate any of the powers and duties conferred upon him or her as Personnel Officer under these rules to any other officer or employee of the City or may recommend that such powers and duties be performed under contract with a qualified person or agency. The Human Resources Director shall:

- (a) Administer all the provisions of this chapter and the Personnel Rules not specifically reserved to the City Council or the Personnel Appeals Board;
- (b) Prepare and recommend to the City Council personnel rules and revisions and amendments to such rules. The City Attorney shall approve the legality of such rules and amendments prior to their submission to the City Council;
- (c) Prepare or cause to be prepared a position classification plan, including class specifications, and revisions of the plan, and any revisions thereof, which shall become effective upon approval by the City Council;
- (d) Prepare or cause to be prepared a plan of compensation, and revisions thereof, covering all classifications in the competitive service and the plan and any revisions thereof, which shall become effective upon approval by the City Council;
- (e) Provide for the recruiting, examination and certification to the Department Head ~~appointing power~~, a list of persons eligible for appointment to the appropriate positions in the competitive service.

SECTION 3. Personnel Appeals Board

There is hereby created a Personnel Appeals Board to consist of a panel of six (6) members to be appointed for a four (four) year staggered term appointed by the Mayor with the concurrence of the City Council, and members may in a like manner be removed. The Personnel Appeals Board of three (3) persons shall be selected from the six (6) member panel as follows: One (1) member to be selected by the appellant employee; one member to be selected by the Personnel Officer; and the third member to be selected by mutual agreement of the first two selected. The Personnel Appeals Board shall adopt reasonable rules of procedure and shall select a chairman from among its membership who shall act as presiding officer.

Vacancies on the panel shall be filled by appointment by the Mayor with the concurrence of the City Council for the unexpired term. Each member shall serve until his successor is appointed and qualified.

Members of the Personnel Appeals Panel shall be residents of this City. No person shall be appointed to the panel who holds any salaried office or employment with the City.

The functions of the board shall be to hear appeals submitted by any persons in the competitive service relative to any disciplinary action, dismissal, demotion, interpretation, or alleged violation of this chapter or the Personnel Rules and to certify its findings and recommendations to the City Council which body shall finally determine the appeal as provided in the Personnel Rules, which final determination shall be subject to judicial review as may be allowed by law.

SECTION 4. Competitive Service

Except as otherwise specifically provided in a contract between an employee association and the City, the provisions of these rules shall apply to all offices, positions and employment in the service of the City, except:

- (a) Elective officers;
- (b) Members of appointive boards, commissions and committees;
- (c) ~~Appointed officers, Department Heads, City Administrator and the Library Director (all governed by Rule 26). The City Administrator, City Clerk/Municipal Services Director, Fire Chief, Building Services Director, Engineering Services Director, Human Resources Director, Legal Services Director/City Attorney, Library Director, Parks and Recreation Director, Community Planning Director, Police Chief, Street Superintendent, Treasurer/Finance Director, Wastewater Superintendent, and Water Superintendent;~~
- (d) Persons engaged under contract to supply expert, professional, technical or other services;
- (e) Volunteer personnel, ~~such as volunteer firefighters and reserve police officers;~~
- (f) Emergency employees who are hired to meet the immediate requirements of any emergency condition, such as extraordinary fire, flood, or earthquake which threaten life or property;
- (g) Employees who are employed less than half time which is hereby defined as employees who are expected to or do work less than one thousand one hundred forty (1040) hours in any one fiscal year or employees temporarily appointed to provide services to the City;

Notwithstanding the provisions of this section, and unless otherwise provided by contract or collective bargaining agreement, the provisions of these Rules relating to attendance, leaves, discrimination, harassment, retaliation, violence prevention, conflict of interest, drug/alcohol policy, standards of conduct, code of conduct, ~~and~~ assignment and use of City property (including the electronic communications use policy), and request for reimbursement procedures shall apply to all employees, volunteers, and interns, elected officials⁺. ~~Department Heads shall be regulated in accordance to Rule 26.~~

⁺ Pursuant to Council motion on 2/18/20, Council is removing themselves from this section (motion approved)

SECTION 5.

~~Adoption and~~ Amendment of Rules

(a) Personnel Rules shall be adopted by resolution of the City Council after notice ~~of such proposed action~~ has been ~~publicly~~ posted in City Hall, ~~and~~ distributed to all ~~d~~Departments, and ~~shall be~~ transmitted to all recognized Employee Associations at least ten (10) consecutive ~~calendar~~ days prior to ~~City~~ Council consideration.

(b) Amendments ~~and revisions to the Personnel Rules~~ may be suggested by any interested party. Notice of the amendments shall be posted in City Hall, distributed to all Departments, and transmitted to all recognized Employee Associations at least (10) calendar days prior to consideration by the Council. At the time of consideration by the Council, any interested party may appear and be heard. Amendments ~~and revisions~~ shall be effective immediately upon adoption by the ~~City~~ Council.

(c) ~~In the event the City Council determines it intends to completely repeal the Personnel Rules the City Council shall, in addition to posting the proposal as required above, publish notice of such intent in one (1) issue of the official newspaper of the City not less than ten (10) days immediately preceding the first reading of the proposal; and, such proposal shall not be passed unless the same is read at length on three (3) different days at least seven (7) days apart. The rules shall establish regulations governing the personnel system including, but not limited to:~~

- ~~(1a)~~ Preparation, installation, revision, and maintenance of position classification plan covering all positions in the competitive service, including employment standards and qualifications for each class;
- ~~(2b)~~ Preparation, revision, and administration of a plan of compensation, directly correlated with the position classification plan, providing a rate or range of pay for each class;
- ~~(3e)~~ Public announcement of all tests and acceptance of applications for employment;
- ~~(4d)~~ Preparation and conduct of tests and the establishment and use of resulting employment lists containing names or persons eligible for appointment;
- ~~(5e)~~ Certification and appointment of persons from employment lists, and the making of provisional and emergency appointments;
- ~~(6f)~~ Evaluation of employees;
- ~~(7g)~~ Transfer, promotion, demotion, reinstatement, disciplinary action and layoff of employees in the competitive service;
- ~~(8h)~~ Separation of employees from the City service;
- ~~(9i)~~ Standardization of hours of work, attendance and leave regulations, working conditions and the development of employee morale, welfare and training;
- ~~(10j)~~ The establishment of adequate personnel records; and,
- ~~(11k)~~ The establishment of grievance and appeal procedures.

SECTION 6.

Appointments

Appointments to vacant positions in the competitive service shall be made in accordance with the ~~personnel Rules~~ and shall be made in the best interest of the City. ~~Appointments and~~

~~promotions shall be based on merit and fitness to be ascertained so far as practicable by competitive examination.~~

In any examination the Human Resources Director may include, in addition to competitive tests, a qualifying test or tests, and set minimum standards therefore.

Appointments shall be made by the Department Head, with approval of the Human Resources Director, ~~or designee by the officer in whom the power to make appointments is vested.~~ When appointment is to be made to a vacancy in the competitive service, the Human Resources Director shall transmit to the Department Head ~~appointing power~~ the names of all persons on the appropriate certified employment list, in the order in which they appear on the list.

In the absence of an appropriate employment list, a provisional appointment may be made not to exceed six (6) months, by the Department Head, with the approval of the Human Resources Director, appointing authority, of a The person ~~shall meeting~~ the minimum training and experience qualifications for the position. A provisional employee may be removed at any time without the right of appeal or hearing. During the period of suspension of an employee, such vacancy may be filled by the Department Head, with approval of the Human Resources Director, appointing authority subject to the provisions of ~~this chapter and the personnel r~~Rules.

SECTION 7. Probationary Period

~~All regular appointments except, police officer, shall be for a probationary period of twelve (12) months. Police Officer appointments shall be for a probationary period of one (1) year from the date of field training completion. During the probationary period of promotional appointments, an employee may be rejected, but shall have the right of appeal or hearing.~~

~~An employee rejected during the probationary period from a position to which promoted, shall be reinstated to a position in the class from which promoted unless discharged from the City service as provided in these rules.~~

SECTION 78. Demotion, Dismissal, Reduction in Pay and Suspension

The Personnel Officer shall have the right, for due cause, to demote, dismiss, reduce in pay, or suspend with or without pay for up to thirty calendar days, any employee in the competitive service. Notice of such action must be in writing and served personally on such employee within three (3) working days of the date action is taken. Such notice shall specify the penalty and contain a statement of the reason or reasons therefore, and attached thereto shall be a copy of the appeals/grievance policy.

The provisions of this section shall not apply to reductions in pay which are a part of a general plan to reduce salaries and wages or to eliminate positions.

SECTION 89. Right of Appeal

Commented [MT1]: Moving all probationary language to Rule 10

Any employee in the competitive service shall have the right to appeal to the Personnel Appeals Board any disciplinary action, adverse interpretation or alleged violations of this chapter or the rules adopted there under, except in those instances where the right of appeal is specifically prohibited by these rules.

All appeals shall be concluded as expeditiously as possible and in accordance with the requirements and procedures as set forth in these rules.

SECTION ~~940~~. Abolition of Position

Whenever in the judgment of the City Council it becomes necessary, the City Council may abolish any position of employment in the competitive service. Employees transferred, demoted, or laid off because of the abolishment of positions, shall not be subject to written charges nor shall they have the right of appeal in such cases.

Reductions shall be based on merit and seniority within a given classification and shall include time served on military leave of absence.

The names of probationary and regular appointed employees laid off shall be placed on re-employment lists for classes which, in the opinion of the Personnel Officer, require basically the same qualifications and duties and responsibilities for those of the class of positions from which the layoff was made.

Names of persons laid off shall be placed upon re-employment lists in order of total cumulative time served in a probationary or regular appointed status, and shall remain on such lists for a period of one (1) year unless reemployed sooner.

Failure to adhere to the above provisions with respect to the administration of effecting transfers, demotions or layoffs shall be subject to the Personnel Appeals procedures.

SECTION ~~1044~~. Employee Standards of Conduct

In order to avoid conflicts of interest and/or the appearance thereof, the following rule shall be applicable to all eCity employees, volunteers, and interns~~including appointed officials~~.

No employee, volunteer, or intern of the City covered by these rules shall:

- (a) use their official authority to influence or interfere with an election to or a nomination for office, or to affect the results thereof; or
- (b) directly coerce, attempt to coerce, command, or direct any other such officer or employee to pay, lend, or contribute any part of his salary or compensation or anything else of value to any party, committee, organization, agency or person for political purpose;
- (c) make any false statement, certificate, mark, rating or report with regard to any test, certification or appointment made under any provision of these rules or in any manner commit or attempt to commit any fraud preventing the impartial execution of these rules and policies hereunder;

- (d) directly or indirectly, give, render, pay, offer, solicit, or accept any money, service or other valuable consideration for any appointment, proposed appointment, promotion or proposed promotion to, or any advantage in, a position in the City government service.
- (e) accept any gifts, including trivial gifts or benefits, which exceed the value of fifty dollars (\$50.00), in concurrence with Idaho Code 18-1356 and 18-1359. Such gifts shall not be accepted in a manner which would by-pass this rule, such as a combination of trivial gifts from one person or organization when combined exceed a \$50.00 value. A violation of this rule shall constitute a misdemeanor, and will be cause for disciplinary action. Gifts or other benefits received on account of kinship or other personal professional or business relationship independent of the employment with the City shall be exempt.
- (f) show favoritism to another employee. Favoritism occurs when an employee in the supervisory chain shows special treatment to another employee;
- (g) fail to disclose an actual or potential conflict of interest that places the employee in a position to influence a decision resulting in a personal gain for that employee, a relative, or any person residing in the employee's household.

Violations of the Standards of Conduct will be cause for disciplinary action. Employees directly or adversely affected by this policy may file a grievance pursuant to the grievance procedures set forth in Rule 16 of these rules.

SECTION ~~1142~~. Outside Employment

Employees may engage in outside employment, in addition to their City employment, only under the following conditions:

- (a) There shall be no conflict of interest or incompatibility with the employee's City employment.
- (b) The time involved in outside employment shall not adversely affect the employee's attitude or efficiency in his or her City employment.
- (c) No telephone calls or personal contacts concerning the outside employment shall be made during the hours of City employment.
- (d) Each employee shall report all outside employment to his or her Department Head and shall secure the written approval of such Department Head prior to the commencement of such outside employment. The Department Head shall notify the City Administrator through the Human Resources Director at the time such outside employment is approved.
- (e) For the purposes of this section, employment does not include serving as an unpaid member of the board of directors for a non-profit corporation.

SECTION ~~1243~~. City Commissions, Committees and Boards

Purpose: To avoid conflict of interest, to ensure City commissions, committees, and boards are citizen driven, and to provide clarity regarding appointment and participation in City commissions, committees or boards.

City employees shall not serve as members on any City commission, committee or board. However, an employee may participate at meetings as a resource but only when invited by the

City Liaison and Chair of the commission, committee or board, and with the permission of the applicable department supervisor and/or Department Head. If not attending at the request of the City Liaison and Chair, the employee may attend as any other member of the general public.

City employees may serve on non-City commissions, committees or boards and conflict of interest will continue to be determined per above Section 12, Outside Employment.

SECTION 14. — Penalties

~~Any person who willfully violates any provisions of these rules and policies established hereunder shall be subject to disciplinary action as provided for in these personnel rules.~~

SECTION 15. — Limitations

~~All concerned parties are directed to recognize that at all times the City Council must act within the bounds prescribed by the Idaho Code.~~

Commented [MT2]: Unnecessary sections.
Have stand alone disciplinary Rule .

RULE 10: PROBATIONARY PERIOD

SECTION 1. Regular Appointment Following Original Probationary Period

All regular appointments, including lateral police officer, shall be for a probationary period of twelve (12) months, with the exception of entry level police officer/recruit. Entry level police officer/recruit appointments shall be for a probationary period of eighteen (18) months to allow additional evaluation time while serving as a police officer recruit and in the field training program. A Department Head may extend a probationary period for a time not to exceed six (6) additional months, with consultation with the Human Resources Director.

Within thirty (30) days of the conclusion of the probationary period, the Department Head, or designee, shall complete a performance evaluation documenting the employee's performance and if the probationary period has been successfully completed. If the performance is unsatisfactory, the Department Head, with the approval of the Human Resources Director, has the option of extending probation or terminating employment.

Employees appointed between the 1st and 15th calendar day of the month shall be considered to have been employed during the entire month for the purpose of calculating the probationary period. Employees appointed between the 16th and last calendar day of the month shall not for the purpose of completion of the probationary period, be credited with such time until the 1st of the month following their appointment.

All original appointments shall be tentative and subject to a probationary period of twelve (12) months, except for appointments of employees specified in Section 4 of Rule 1 safety members of the Police which shall be subject to a probationary period set forth in Section 7 of Rule 1; provided, however, that said probationary period may be extended for a time not to exceed six (6) additional months upon written agreement of the employee and approval thereof by the Department Head and the Human Resources Director. The City Council may, by resolution, establish a longer probationary period for specified classes. The Human Resources Director shall notify the appointing authority and the probationer concerned four (4) weeks prior to the termination of any probationary period. If the service of the probationary employee has been satisfactory to the appointing authority, the appointing authority shall file with the Human Resources Director a Report of Performance Evaluation in writing to such effect, stating that the retention of such employee in the service is desirable. A below average or unsatisfactory performance evaluation shall dictate termination from the competitive service without the right of appeal or hearing.

—All persons certified from an open employment list for safety positions in the Police Department shall be on probation for the period set forth in Section 7 of Rule 1. Within ten (10) days prior to termination of the probationary period, the appointing official shall file a report with the Human Resources Director certifying that said employee has met the requirements of the Department. Upon receipt of such report by the Human Resources Director, the appointment shall be deemed complete.

SECTION 2. Probation Following Promotion or Transfer

The probationary period for all promotional appointments and transfers shall be six (6) months from the date the promoted or transferred employee actually commences fulfilling the duties of their new position. Promotional probation for promotions and transfers may be extended for up to two (2) successive six (6) month periods.

Commented [MT3]: Moved/added from Rule 13.

Employees promoted or transferred between the 1st and 15th calendar day of the month shall be considered to have been employed in that role during the entire month for the purpose of calculating the probationary period. Employees promoted or transferred between the 16th and last calendar day of the month shall not for the purpose of completion of the probationary period be credited with such time until the 1st of the month following their promotion or transfer.

SECTION 32. Objective of Probationary Period

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to the position.

SECTION 43. Rejection of Probationer

(a) During the probationary period of an original appointment, an employee may be dismissed at any time by the Department Head appointing power, after consultation with the Human Resources Director, without cause and without the right of appeal. Notification of rejection in writing shall be served on the probationer and a copy filed with the Personnel Officer Human Resources Director.

(b) During the probationary period of a promotional appointment or transfer, an employee may be rejected but shall have the right of appeal. An employee rejected during the probationary period from a position to which they were promoted or transferred shall be reinstated to a position in the class from which promoted, if there is still a vacancy, unless the Department Head elects to dismiss employee from the City service as provided in these rules.

SECTION 4. Termination Following Promotion and Transfer

Any employee appointment terminated during the probationary period following a promotional or transfer appointment, or at the conclusion of the probationary period by reason of failure of the appointing power to file a statement that the employee's services have been satisfactory, shall be reinstated to the position from which promoted or transferred unless charges are filed and the employee is dismissed in the manner provided in these rules for positions in the competitive service.

SECTION 5. Change of Positions

An employee who leaves a position to accept employment by certification from another employment list shall be permanently separated from the position formerly held ~~by him~~ except as in this rule otherwise provided; provided, that any such employee, in the discretion of the Human Resources Director, within six (6) months upon employees request and with the approval of the Department Head~~appointing official or officials concerned~~, may be reinstated in any vacancy in the same class and grade from which ~~he was~~ so separated; and provided further, that where an employee accepts certification to a higher position, the duties of which are merely temporary, the employee shall be reinstated in his or her former position without loss of seniority when such higher duty is completed.

RULE 12: PAY ADJUSTMENTS

SECTION 1. Application of Rates

Unless otherwise specified by contract or written agreement, employees occupying a position in the competitive service shall be paid a salary or wage established for that position's class under the pay plan as provided by Rule 5. The minimum rate, if provided, for the class generally shall apply to employees upon original appointment. However, the Human Resources Director may, when circumstances warrant, authorize original appointment or reinstatement at other than the minimum rate.

SECTION 2. Advancement

No wage advancement shall be made so as to exceed any maximum rate established in the pay plan for the class to which the advanced employee's position is allocated. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of the supervisor ~~or~~ ing official completing the employee's evaluation, eligibility for appropriate increase based on service yearslength of service, performance, record, special training undertaken or other pertinent evidence ~~within the advancement policy~~ established by the pay plan.

Following an original appointment, ~~promotion or advancement,~~ each employee ~~who was appointed at the minimum rate for the class~~ may be granted a salary wage increase at the completion of the probationary period, ~~and other employees who serve a longer probationary period may be granted a salary increase after six (6) months of the probationary period~~ and additional ~~one step~~ increases at the completion of yearly increments thereafter or as otherwise provided by the pay plan, collective bargaining agreement, or resolution. Employees appointed between the 1st and 15th calendar day of the month shall be considered to have been employed during the entire month for the purpose of calculating ~~the probationary period and~~ a pay increase within the compensation plan. Employees appointed between the 16th and last calendar day of the month shall not for the purpose of ~~completion of the probationary period or an~~ increase within the compensation plan, be credited with such time until the 1st of the month following their appointment. ~~An employee who is promoted from one class to another who is allocated to a higher pay range shall receive a five percent (5%) increase in the class to which promoted.~~

SECTION 3. Meritorious Increase

The City Administrator may, upon recommendation of the Department Head, grant a meritorious increase up to five percent (5%). The City Administrator shall notify the City Council that a meritorious increase has been granted. This will not change the employee's eligible service time increases.

RULE 13: TRANSFER, PROMOTION, DEMOTION, LAYOFF, RESIGNATION, AND REINSTATEMENT

SECTION 1. Transfer

No person shall be transferred to a position for which the employee does not possess the minimum qualifications. Upon notice to the Human Resources Director, an employee may be transferred by the appointing power at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same pay grade, involving the performance of similar duties, and requiring substantially the same basic qualifications.

If the transfer involves a change from one department to another, both Department Heads must consent to the transfer with approval from the Human Resources Director. Transfers shall not be used to result in a promotion, demotion, advancement, or reduction, which may be accomplished only as provided in these Rules.

SECTION 2. Promotion

Insofar as consistent with the best interests of the competitive service, all vacancies in the competitive service may be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list is established.

If, in the opinion of the Human Resources Director and the Department Head, a vacancy in the position could be filled better by an open-competitive examination instead of promotional examination, then such arrangements for an open-competitive examination and for the preparation and certification of an open-competitive employment list shall be made.

~~The probation for all promotional appointments shall be six (6) months from the date the promoted employee actually commences fulfilling the duties of their new position. Promotional probation may be extended for up to two (2) successive six (6) month periods.~~

Commented [MT4]: Moved to Rule 10

SECTION 3. Promotion of Police Officers

- (a) Method of Promotion: Whenever a vacancy in the classified service exists, it may be filled by promotion from the next lower rank. Promotion shall be accomplished by means of a competitive process established by the Chief of Police or his designee, in consultation with the Human Resources Director. Should no eligible candidates apply, or should all candidates fail to pass, an original entrance examination may be held or

re-examination for promotion may be conducted. Nothing in this section shall preclude the Human Resources Director and Department Head from filling the Police Captain positions through an open-competitive process consistent with Section 2 above.

- (b) Examination and Promotional Eligibility: To be eligible to enter an internal promotional examination process in the Police Department, a person must be employed in the City of Coeur d'Alene Police Department and hold a non-probationary position in the next lower rank.

- Police Sergeant: To be eligible to test and promote to Police Sergeant, an officer must have at least thirty six (36) months of law enforcement experience with at least twenty-four (24) current consecutive months as a City of Coeur d'Alene Police Officer.
- Police Lieutenant: To be eligible to test and promote for Police Lieutenant, an employee must have worked at least twelve (12) current consecutive months as a City of Coeur d'Alene Police Sergeant.
- Police Captain: If the Police Captain position is filled from an internal promotion, an employee must have worked at least twelve (12) current consecutive months as a City of Coeur d'Alene Police Lieutenant.

SECTION 4. Demotion

The Department Head, upon consultation with the Human Resources Director, may demote an employee whose ability to perform the required duties falls below standard or for disciplinary purposes.

Upon request of the employee, and with the consent of the appointing power, demotion may be made to a vacant position. No employee shall be demoted to a position for which the employee does not possess the minimum qualifications. Written notice of the demotion shall be given to the employee before or within three (3) days after the effective date of the demotion, and a copy filed with the Human Resources Director and placed in the employee's personnel file.

SECTION 5. Layoff

The Department Head, with the approval of the Personnel Officer, may lay off an employee in the competitive service because of a material change in duties or organization or shortage of work or funds. Ten (10) working days before the effective date of layoff, the Department Head shall notify the Personnel Officer and Human Resources Director of the intended action with reasons therefore, and provide a statement certifying whether or not the service of the employee has been satisfactory. A copy of such notice shall be given to the employee affected. If certified as having given satisfactory service, the name of the employee laid off shall be placed on the appropriate re-employment list as provided by these rules.

Reduction shall be based on merit and seniority within a given classification and shall include time served on military leave of absence.

SECTION 6. Resignation

An employee wishing to leave the competitive service in good standing shall file with the Department Head a written resignation stating the effective date and reasons for leaving at least two (2) weeks before leaving the service, unless such time limit is waived by the Department Head.

The employee's last physical day worked shall be the date of separation with the City and the employee shall not be eligible for any additional compensation past the last physical day worked. Any remaining eligible leave will be paid out to the employee in the employee's final check following their separation date per state law.

Human Resources may require the employee to report to Human Resources for an exit interview. The exit interview information will include payouts for the employee's final check as well as additional paperwork required at the time of separation. Failure to comply with this section may be cause for denying future employment by the City.

SECTION 7. Reinstatement

With the approval of the appointing power and the Human Resources Director, a regular appointed or probationary employee who has resigned with a good record may be reinstated within two (2) years of the effective date of resignation to a vacant position in the same or comparable class. The effective date of reinstatement, for all purposes, shall be the employee's new anniversary date.

**CITY COUNCIL
STAFF REPORT**

DATE: **NOVEMBER 4, 2025**

FROM: **MELISSA TOSI; HUMAN RESOURCES DIRECTOR
KATIE EBNER; FINANCE DIRECTOR/TREASURER
TROY TYMESEN; CITY ADMINISTRATOR**

**SUBJECT: OFFERING A VOLUNTARY SEPARATION INCENTIVE PROGRAM
(VSIP)**

Decision Point: Should Council approve a Voluntary Separation Incentive Program (VSIP) for employees desiring an early separation or retirement?

History: In an effort to review and reduce personnel costs, a VSIP has been proposed for employees who meet the criteria established by Council, with a separation date no later than December 31, 2026.

Through the program, an eligible employee would receive a 1% service payout based on the employee's base annual wage in the preceding twelve (12) months from their separation date multiplied by their total years of completed City service.

The vacancy created by the separation would provide the City the opportunity to review the need for the position, possibly restructure, delay hire, or fill the position at a lower entry wage. The incentive will allow an opportunity for departments to strategically plan their future resources while realizing overall financial savings for the City. The last time an incentive was offered to employees was in 2016.

The program would be eligible for any employee who meet the qualifying criteria. It is proposed that the program be subject to the following criteria:

Separation Incentive Criteria:

1. Employee deadline to be considered is Friday, December 5, 2025;
2. Employee must voluntarily separate from the City of Coeur d'Alene by December 31, 2026;
3. Employee must be employed with the City of Coeur d'Alene in a benefited full-time position;
4. Total savings of at least \$25,000 in the first full year of separation as determined by the City Administrator in consultation with the employee's Department Head and Finance Director;
5. Employee not eligible for retirement consultation benefit in the Personnel Rules;
6. Department Head and City Administrator must both approve, final approval by Council;
7. After final approval, separation date is irrevocable.

Separation Incentive Proposal:

1. Employee agrees to the following payout:
 - a. 1% of employees' base annual wage in the preceding twelve (12) months from date of separation multiplied by the number of completed years of City service.
 - i. Example: If employee makes \$100,000 base annual wages x 1% at 20 years of service = \$20,000 paid as taxable wages on final check.
 - b. 100% of the employees' eligible sick leave payout for retirees will be contributed into the employees HRA/VEBA plan (tax-free plan);
 - c. Remaining leave payouts (i.e. vacation and comp-time) will be paid as taxable wages on final check and may be deferred into employees' City of Coeur d'Alene 457 or 401k plan on final check;
2. Employee agrees to opt out of medical insurance coverage with the City of Coeur d'Alene.

Financial: While it is unknown how much employee interest the program will generate, it will provide an option for employees who may be interested in separating, but who have determined they have a need for additional resources to help make the transition. The program also creates the opportunity for potential personnel savings, although this will have to be determined on a case-by-case basis. The cost of the incentive would be funded by the wage savings generated by an employee's separation and from overall savings through vacancies.

Performance Analysis: In the past, similar separation incentive programs have produced cost saving opportunities for the City. The incentive savings will be tracked for an overall analysis at the conclusion of the program.

Decision Point/Recommendation: Council should approve, or decline to implement, a Voluntary Separation Incentive Program (VSIP) for employees desiring an early separation or retirement.

Voluntary Separation Incentive Program (VSIP)

November 4, 2025



1

Decision Point

Should Council approve a Voluntary Separation Incentive Program (VSIP) for employees desiring an early separation?



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To reduce overall personnel costs

1. Opportunity to review the need for the position
2. Restructure department
3. Delay hire
4. Refill at entry level wage

3

Staff Group	FTE
Director	7
Exempt	4
Fire	5
Hourly	7
Police	7
Total Sample	30

4

Proposed VSIP Criteria

Consideration	Date of Separation & Position	Savings	Personnel Rules	Approval	Binding
Submit Intent of Interest by Friday, December 5, 2025	No later than December 31, 2026 Full-time Benefited Position	\$25,000 in first year of separation	Not eligible for Retirement Consultation Benefit	City Administrator in consultation with Dept. Head, and Finance Director Final approval by Council	After approval by Council, separation date is irrevocable

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VSIP Proposal



Incentive Payout

1% base wage in preceding 12 months from date of separation x # of completed service years.



Payout Example

\$100,000 base annual wage x 1% x 20 years = \$20,000 paid as taxable wages on final check.



Leave Payout Sick

100% of the employee's eligible sick leave payout for retirees paid into HRA/VEBA plan.



Leave Payout Vacation, CT

Paid vacation and comp-time paid in taxable wages, able to defer into 457 and/or 401k plans.



Medical

Employee and eligible dependents agree to opt out of City of Coeur d'Alene medical coverage.

6

6

Financial



Savings

- Unknown how much interest the program will generate
- Opportunity for potential personnel savings
- Determined on a case-by-case basis



Cost of Incentive

- Funded by wage savings generated by separations
- Overall savings with vacancies



Analysis

- Previous incentive programs have produced savings mostly through not refilling positions and/or reorganizations
- Incentive savings will be tracked for an overall analysis at the conclusion of the program

7

7

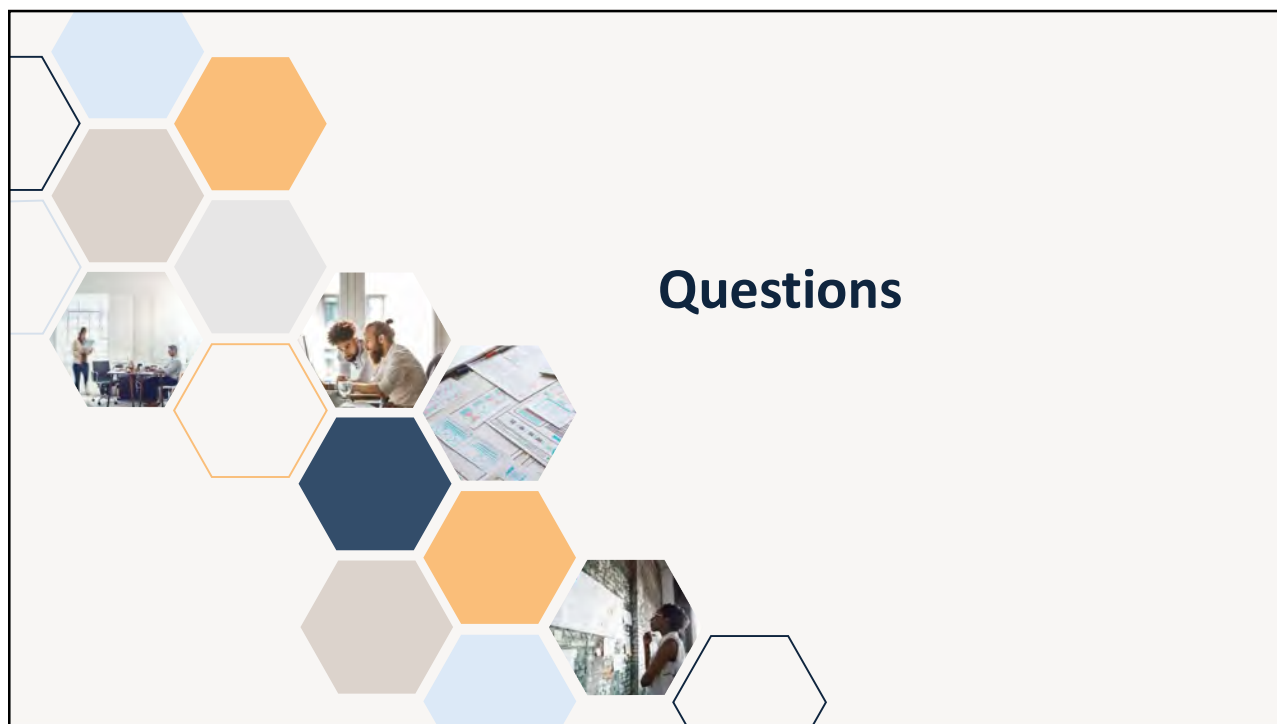
Decision

Should Council approve a Voluntary Separation Incentive Program for employees interested in separating employment in 2026?



8

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RESOLUTION NO. 25-063

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A VOLUNTARY SEPARATION INCENTIVE PROGRAM (VSIP) FOR EMPLOYEES DESIRING EARLY SEPARATION OR RETIREMENT in 2026.

WHEREAS, in an effort to review and reduce personnel costs, a VSIP has been proposed for employees who meet the required criteria established by Council, with a separation date no later than December 31, 2026; and

WHEREAS, it is deemed to be in the best interest of the City of Coeur d'Alene and the citizens thereof to authorize a Voluntary Separation Incentive Program (VSIP) for employees desiring early separation or retirement in 2026.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve a Voluntary Separation Incentive Program for employees desiring early separation or retirement in 2026.

BE IT FURTHER RESOLVED that Staff implement the 2026 Voluntary Separation Incentive Program on behalf of the City, pursuant to the terms and conditions approved by Council.

DATED this 4th day of November, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER 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: November 4, 2025

FROM: Hilary Patterson, Community Planning Director,
Sean Holm, Senior Planner, and Chris Bosley, City Engineer

SUBJECT: Coeur d'Alene Area of Impact (AOI) and Map

DECISION POINT: Should Council approve the County Code amendments regarding the Coeur d'Alene Area of Impact (AOI) and map, attached hereto, that will be presented to Kootenai County and which will guide future development by allowing the City and County to weigh in on development and annexation requests, implement City subdivision and zoning standards within the AOI boundary, and replace the existing Area of City Impact agreement and map from 1993?

Note: At the November 4, 2025, City Council meeting, staff will be presenting the County's Code amendments and draft Area of Impact (AOI) and map that will be considered by Kootenai County's Planning and Zoning Commission and Board of County Commissioners at public hearings scheduled for November 6 and November 13, 2025 respectively. The County will also be considering AOI amendments and maps for Athol, Hauser, Post Falls and Hayden at the hearings. Pursuant to Idaho Code § 67-6526, the City Council does not hold a public hearing on this matter.

HISTORY: Senate Bill 1403 was signed into law on March 28, 2024, by Governor Little and went into effect on July 1, 2024. This bill modified Idaho Code § 67-6526 and affects how cities and counties plan for growth and manage "areas of impact." Prior to this amendment, these area were known as "areas of city impact" (ACI). The amended language provides that the County's Board of Commissioners shall approve the impact boundaries to reflect land that is within two (2) miles of the City limits and is very likely to be annexed within five (5) years, and both cities and counties must review and potentially adjust those impact areas at least every five years. The stated goal was to make planning more predictable, reduce conflicts between jurisdictions, and ensure growth happens in sensible areas. Areas of impact should be established, modified, or confirmed based on the ability and likelihood of a city to annex lands within that area of impact in the near future.

Idaho Code § 67-6526, as amended, requires Idaho cities and counties to have met and counties to have approved new areas of impact by December 31, 2025. The County Code amendments will replace the existing ACI agreements that have been in effect. If a city doesn't comply by this deadline, the current area of impact boundaries and agreements will still be nullified, and the city and county will be required to go through a formal process and hearings set forth in subsection (2) of the Statute.

The current ACI Agreement between Kootenai County and Coeur d'Alene has been in place since 1993. It is also codified in Chapter 17.25 of the Coeur d'Alene Municipal Code and in Title 8, Article 10.2 of the County Code of Kootenai County. The current agreement has limited standards for subdivision requests in the County that provide the opportunity for the City to weigh in on City infrastructure improvement standards such as water, sewer and roads. Idaho Code § 67-6526, as amended, allows for a county to adopt individual county comprehensive plan and zoning and subdivision ordinance provisions regarding a specific area of impact.

PERFORMANCE ANALYSIS: City departments met several times to review the current ACI boundaries and evaluate changes to the boundaries related to the amended language in Idaho Code § 67-6526, the City's existing and planned utilities, slopes of hillside areas, emergency services, capacity to serve, and likelihood of annexation within five years, and prepared a revised map that meets State law. Based on these factors, Coeur d'Alene's proposed AOI boundary will be smaller than the current ACI boundary. Staff also took this as an opportunity, with the agreement of County staff, to include other provisions of Coeur d'Alene's Subdivision and Zoning Codes in the amended County Code, such as compliance with the City's hillside ordinance, shoreline ordinance, road/driveway grades, fire and emergency access, double frontage lots, compatibility of uses, compliance with Coeur d'Alene's Comprehensive Plan and Zoning Code, etc.

As part of the process, City staff met with staff from Rathdrum, Hayden, and Post Falls in November 2024 to discuss the AOI boundaries for each city, to evaluate desired growth boundaries, and the ability of each to provide utilities and services. Staff then met with Kootenai County's Community Development Director David Callahan in September 2025 to discuss the new Code provisions and amended map. A draft of the AOI Code amendments and map were provided to the County on October 15, 2025. Once the county agreed to the Code amendments and maps from the five cities, public hearings were scheduled. Pursuant to Idaho Code, the cost of the notice for the public hearings will be borne by the city whose area of impact is under consideration.

The State Statutes only require public hearings with the County for approval of the amended Code and map, and adoption of the new Code and maps by December 31, 2025. Cities are not required to hold public hearings on the amended Code or maps.

As part of the Coeur d'Alene AOI, the County agrees to send applications for amendments to the Kootenai County Comprehensive Plan and implementing ordinances which apply to Coeur d'Alene's AOI, as well as land use applications and public notice within the AOI to the City for a 30-day review and comment period prior to public hearings, and agrees to not approve any such land use applications without first receiving input from City staff and ensuring compliance with the applicable standards outlined in the County Code. The City agrees to notify the County of any annexation proposal for review and comment at least 30 days prior to the first public hearing on the annexation request. The County Code provides for renegotiation of any provisions of the AOI and Code at any time.

Following the hearings by Kootenai County, the final Code amendments with the revised maps will go into effect January 1, 2026. The City and County will both adopt the AOI language and map as part of their respective codes. Chapter 17.25 of the City's Municipal Code and Chapter 10.2 of Title 8 of the County's Municipal Code will both be replaced with the Coeur d'Alene new AOI language and the AOI map will be updated in the County and City's GIS mapping data layers replacing the ACI map boundary.

The County's draft Code amendments for the Coeur d'Alene AOI and map are attached, along with the existing ACI agreement for comparison. The map shows the current City limits in green, the current ACI boundary in dark blue, and the proposed AOI boundary in red.

FINANCIAL ANALYSIS: There will be no fiscal impact associated with the new AOI Codes and map.

DECISION POINT/RECOMMENDATION: Council should vote to approve the Coeur d'Alene Area of Impact (AOI) and map that will guide future development by allowing the City and County to weigh in on development and annexation requests, implement City subdivision and zoning standards within the AOI boundary, and replace the existing Area of City Impact agreement and map from 1993.

Attachments:

Draft County Code

Draft Area of Impact Map

Existing Area of City Impact Agreement and Map

Current ACI with Legal & Map
for reference only

ORDINANCE NO. 194

AN ORDINANCE OF KOOTENAI COUNTY, IDAHO, PURSUANT TO IDAHO CODE SECTION 67-6526, DEFINING A PURPOSE, IDENTIFYING, ESTABLISHING AND DEFINING AN AREA OF CITY IMPACT FOR THE CITY OF COEUR D'ALENE, IDAHO, WITHIN THE UNINCORPORATED AREA OF KOOTENAI COUNTY, IDAHO, AND ADOPTING A MAP IDENTIFYING THE AREA OF CITY IMPACT, DEFINING THE GEOGRAPHIC AREAS OF CITY IMPACT, ADOPTING STANDARDS, PROVIDING FOR ENFORCEMENT, ESTABLISHING HEARING PROCEDURES WITHIN THE AREA OF CITY IMPACT, AND PROVIDING FOR STANDARD AMENDMENT AND NOTICE OF ANY OF THE ORDINANCES SET FORTH ABOVE WHICH ARE APPLICABLE IN THE AREA OF CITY IMPACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, pursuant to Idaho Code Section 67-6526, the City of Coeur d'Alene and Kootenai County, Idaho, have conferred and negotiated in good faith upon an Area of City Impact for the City of Coeur d'Alene within the unincorporated area of Kootenai County; and

WHEREAS, a public hearing, pursuant to public notice as required by law, was held by the duly-constituted Planning and Zoning Commission of Kootenai County, Idaho, on May 25, 1993, June 23, 1993, and July 21, 1993, on the proposed Area of City Impact, following which hearing said Commission made a

recommendation to the Board of County Commissioners of Kootenai County, Idaho; and

WHEREAS, the Board of County Commissioners, pursuant to public notice as required by law, held a public hearing on the proposed Area of City Impact on October 12, 1993; and

WHEREAS, the City of Coeur d'Alene and Kootenai County, in accordance with the procedure required by law, have mutually agreed upon an Area of City Impact for the City of Coeur d'Alene within the unincorporated area of Kootenai County, Idaho; and

NOW, THEREFORE, BE IT ORDAINED, by the Board of County Commissioners of Kootenai County, Idaho:

Section 1

PURPOSE: The purpose of establishing the Coeur d'Alene Area of City Impact is to identify an urban fringe area in the unincorporated territory surrounding the City within which there is potential for development or changes in land use that must be planned in an orderly and compatible manner in order to insure timely or economical provision of public services such as water supply, sanitary and storm sewage collection and treatment, public safety services, other community service facilities, and to promote land use compatibility, street alignment and traffic flow objectives.

Section 2

AREAS OF CITY IMPACT DEFINED: The Area of City Impact shall consist of an area where development or use of land affects or may affect the City of Coeur d'Alene in consideration of trade areas, geographic factors and areas that can reasonably be expected to be annexed to the City in the future.

Section 3

GEOGRAPHIC AREAS OF CITY IMPACT ESTABLISHED AND DEFINED: The officially-adopted Area of City Impact is hereby established and shown on the map entitled "Coeur d'Alene Area of City Impact" and is officially made a part hereof by reference, said map being specifically adopted by Coeur d'Alene Municipal Ordinance No. 2563, and Kootenai County Ordinance No. 193.

A. The Coeur d'Alene Area of City Impact shall be reevaluated by the City of Coeur d'Alene and Kootenai County at such times as they may agree upon to consider possible changes in the geographic area affected and/or other provisions of this Ordinance including but not limited to applicable standards.

Section 4

STANDARDS: Upon adoption by the City and County, the following standards shall apply whenever an agency, Planning and/or Zoning commission, Hearing Examiner, or governing body of the City or County considers a zone change, comprehensive plan change, request for a special or conditional use permit, planned unit

development, limited planned unit development, variance request or subdivision plat within the Area of City Impact.

A. Within the Area of City Impact, the following standards shall apply:

1. Kootenai County Subdivision Ordinance and provisions for future utility infrastructure set forth in Title 16 of the Coeur d'Alene Municipal Code; and
2. City road widths and profiles found in Title 16, Coeur d'Alene Municipal Code, except that where improvement standards of the Associated Highway Districts differ from those of the City, the provisions imposing the highest level of improvements shall prevail; and
3. Kootenai County Zoning Ordinance; and
4. Kootenai County Stormwater Management Ordinance; and
5. Except as set forth above, all other standards of applicable Kootenai County codes and ordinances; and

6. Except as set forth above, all other standards of applicable special districts having jurisdiction within the identified Area of City Impact.

B. Within unincorporated areas not in Area of City Impact, only County standards shall apply.

Section 5

ENFORCEMENT: Kootenai County shall be responsible for the administration and enforcement of the County's Ordinances listed in Section 4.A within the Area of City Impact, and shall receive all permit fees for inspections performed to recapture direct costs of inspections, administration, legal publications, any development fees such as parkland dedication fees or other costs arising from fulfilling the terms of each Ordinance or regulation.

A. The City of Coeur d'Alene and special districts shall be responsible for administration and enforcement of their respective regulations listed in Section 4.A within the Area of City Impact, and shall receive all permit fees for inspections performed to recapture direct costs of inspections, administration, legal publications, and any development fees such as parkland dedication fees or other costs arising from fulfilling the terms of each Ordinance or regulation.

B. A certificate shall appear on the face of the final plat for execution by the City Engineer attesting to the plat's

conformance with municipal infrastructure standards set forth in Section 4.A.

Section 6

HEARING PROCEDURES WITHIN THE AREA OF CITY IMPACT:

A. All applications for subdivision plats and all other applications (e.g. zone change, comprehensive plan amendment, variance, conditional use, etc.) within the Area of City Impact shall be filed by the applicant with Kootenai County. All public hearings in the Area of City Impact shall be held only before the County.

B. It is the intent of this Section that the processing of subdivisions be administered by the County, but with the inclusion of City infrastructure improvement standards, including but not limited to water, sewer, and roads. Unless expressly waived by the City, in accord with the City's deviation provisions, municipal infrastructure standards shall apply to all subdivisions in the Area of City Impact. In furtherance thereof, applicants for preliminary plat approval shall solicit comments and recommendations from the City of Coeur d'Alene in the same manner as they are required to solicit same from other agencies and districts.

C. Within the Area of City Impact, upon an application to the County or the County's Planning Commission for a zone change, comprehensive plan change, request for a special or conditional use

permit, planned unit development, limited planned unit development, variance request, or similar land use request, the applicant shall provide written notice to the Coeur d'Alene City Clerk of any public hearing related to the application. The City shall have thirty (30) days after receipt of the notice but prior to any public hearing to comment on such application.

D. Within the unincorporated areas outside an Area of City Impact, the County will provide the City notice of any public hearing related to an application to the County or the County's Planning Commission for a zone change, comprehensive plan change, request for a special or conditional use permit, planned unit development, limited planned unit development, variance request, subdivision plat or similar land use request. The City shall have fifteen (15) days after receipt of the notice but prior to any public hearing to comment.

E. The City and the County may elect to jointly hear an application.

Section 7

STANDARD AMENDMENT AND NOTICE:

A. Prior to amendment by the County of any of Kootenai County's Ordinances set forth above in Sections 4.A.1 and 4.A.3 through .5, which are applicable in the Area of City Impact, the County shall forward the proposed change to the City for review and

comment at least thirty (30) days prior to the first public hearing at which such amendment will be considered.

B. Prior to amendment by the City of any of the City Ordinances set forth above in Sections 4.A.1 and .2, which are applicable in the Area of City Impact, the City shall forward the proposed change to the County for review and comment at least thirty (30) days prior to the first public hearing at which such amendment will be considered.

Section 8

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

Section 9

Neither the adoption of this Ordinance nor the repeal of any Ordinance shall, in any manner, affect the prosecution for violation of such Ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such Ordinance or in any manner affect the validity of any action heretofore taken by the Board of County Commissioners of Kootenai County, Idaho, or the validity of any such action to be taken upon matters pending before the Board of County Commissioners on the effective date of this Ordinance.

Section 10

All Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed.

Section 11

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, Kootenai County, Idaho, and the official newspaper thereof.

DATED this 28th day of October, 1993.

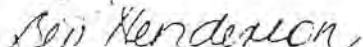
KOOTENAI COUNTY
BOARD OF COMMISSIONERS

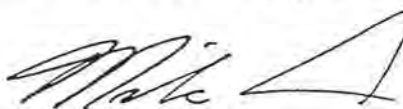

Kent Helmer, Chairman

ATTEST:

TOM TAGGART, CLERK


Bob Macdonald, Commissioner


BY: Deputy Clerk


Mike Anderson, Commissioner

Current Coeur d'Alene Area of Impact Legal Description and Map

A. Establishment. The officially adopted Area of Impact is hereby established and shown on the map entitled "Coeur d'Alene Area of Impact" as set forth in Illustration 10-201 of this article.

B. Legal Description. The Area of Impact for the City of Coeur d'Alene is hereby legally described as follows:

BEGINNING at the intersection of the south line of Section 15, Township 50 North, Range 4 West, Boise Meridian, and the westerly shoreline of Coeur d'Alene Lake;

THENCE, westerly along said south line to the southwest corner of said Section 15;

THENCE, northerly along the west line of said Section 15 to the west quarter corner thereof;

THENCE, easterly along the south line of the northwest quarter of said Section 15 to the southeast corner thereof;

THENCE, northerly along the east line of said northwest quarter to the north quarter corner of said Section 15;

THENCE, westerly along the north line of said Section 15 to the northwest corner thereof;

THENCE, westerly along the south line of Section 9, Township 50 North, Range 4 West, Boise Meridian to the southwest corner thereof;

THENCE, northerly along the west line of said Section 9 to the north shoreline of the Spokane River and a point on the Coeur d'Alene city limits;

THENCE, along said city limits as follows:

Westerly along the Spokane River to an angle point on said city boundary;

(NOTE: The following bearings are based on the Idaho State Plane Coordinate System, West Zone, NAD 83, 92 adj.)

THENCE, North 1° 25' 34" East, 773.15 feet to the south line of Maplewood Avenue being a point on a nontangent curve concave to the north having a radius of 5799.65 feet, a central of 5° 04'58", and a long chord that bears south 85° 06'16" east, 514.33 feet;

THENCE, along said south line and said curve 514.50 feet;

THENCE, North 0° 05'32" East, 100.00 feet to the north line of the Chicago, Milwaukee and St. Paul Railroad being a point on a nontangent curve concave to the north having a radius of 5699.65 feet, a central of 0° 12'36", and a long chord that bears South 87° 42'40" East, 20.90 feet;

THENCE, along said south line and said curve 20.90 feet;

THENCE, South $87^{\circ} 55' 39''$ East, 441.66 feet;

THENCE, North $0^{\circ} 05' 32''$ East, 446.48 feet;

THENCE, South $84^{\circ} 47' 58''$ East, 180.82 feet;

THENCE, North $0^{\circ} 05' 32''$ East, 360.00 feet to the south line of Reeves-Farrell Addition to Huetter, as per the plat recorded in Book "C" of Plats, Page 52, Records of Kootenai County;

THENCE, along said south line South $84^{\circ} 47' 58''$ East, 316.09 feet;

THENCE, along the east line of said Reeves-Farrell Addition to Huetter North $0^{\circ} 03' 12''$ West, 60.34 feet;

THENCE, North $89^{\circ} 56' 48''$ East, 102.63 feet;

THENCE, North $0^{\circ} 03' 12''$ West, 150.00 feet;

THENCE, South $89^{\circ} 56' 48''$ West, 102.63 feet;

THENCE, along the east line of said Reeves-Farrell Addition to Huetter North $0^{\circ} 03' 12''$ West, 81.85 feet to the south line of the abandoned Burlington Northern Railroad;

THENCE, along said south line South $73^{\circ} 04' 49''$ East to the west one-sixteenth line of Section 4, Township 50 North, Range 4 West, Boise Meridian;

THENCE, leaving said city boundary, northerly along said one-sixteenth line to the south right-of-way line of Interstate 90;

THENCE, northwesterly along said south line to the west line of said Section 4;

THENCE, northerly along said west line to the northwest corner of said Section 4, Township 50 North, Range 4 West, Boise Meridian;

THENCE, northerly along the west lines of Sections 33 and 28, Township 51 North, Range 4 West, Boise Meridian to the northwest corner of said Section 28;

THENCE, along the north lines of Sections 28, 27, and 26, Township 51 North, Range 4 West, Boise Meridian, to U.S. Highway 95 and the Hayden city limits;

THENCE, southerly along said city limits to the southwest corner thereof;

THENCE, easterly along the south line of the City of Hayden to the west line of Section 25, Township 51 North, Range 4 West, Boise Meridian;

THENCE, southerly along said west line and the west line of Section 36, Township 51 North, Range 4 West, Boise Meridian, to the west quarter corner of said Section 36;

THENCE, easterly along the east-west quarter line of said Section 36 to the east quarter corner of said Section 36;

THENCE, easterly along the east-west quarter lines of Sections 31 and 32, Township 51 North, Range 3 West, Boise Meridian, to the center quarter corner of said Section 32;

THENCE, southerly along the north-south quarter line of said Section 32 to the south quarter corner thereof;

THENCE, southerly along the north-south quarter line of Section 5, Township 50 North, Range 3 West, Boise Meridian, to the south quarter corner thereof;

THENCE, easterly along the south lines of Sections 5 and 4, Township 50 North, Range 3 West, Boise Meridian, to the southeast corner of said Section 4;

THENCE, southerly along the east lines of Sections 9, 16, 21, 28, 33, Township 50 North, Range 3 West, Boise Meridian to the southeast corner of said Section 33;

THENCE, southerly along the east line of Section 3, Township 49 North, Range 3 West, Boise Meridian, to the north shoreline of Coeur d'Alene Lake;

THENCE, along said shoreline in a northwesterly, westerly and southerly direction to the POINT OF BEGINNING.

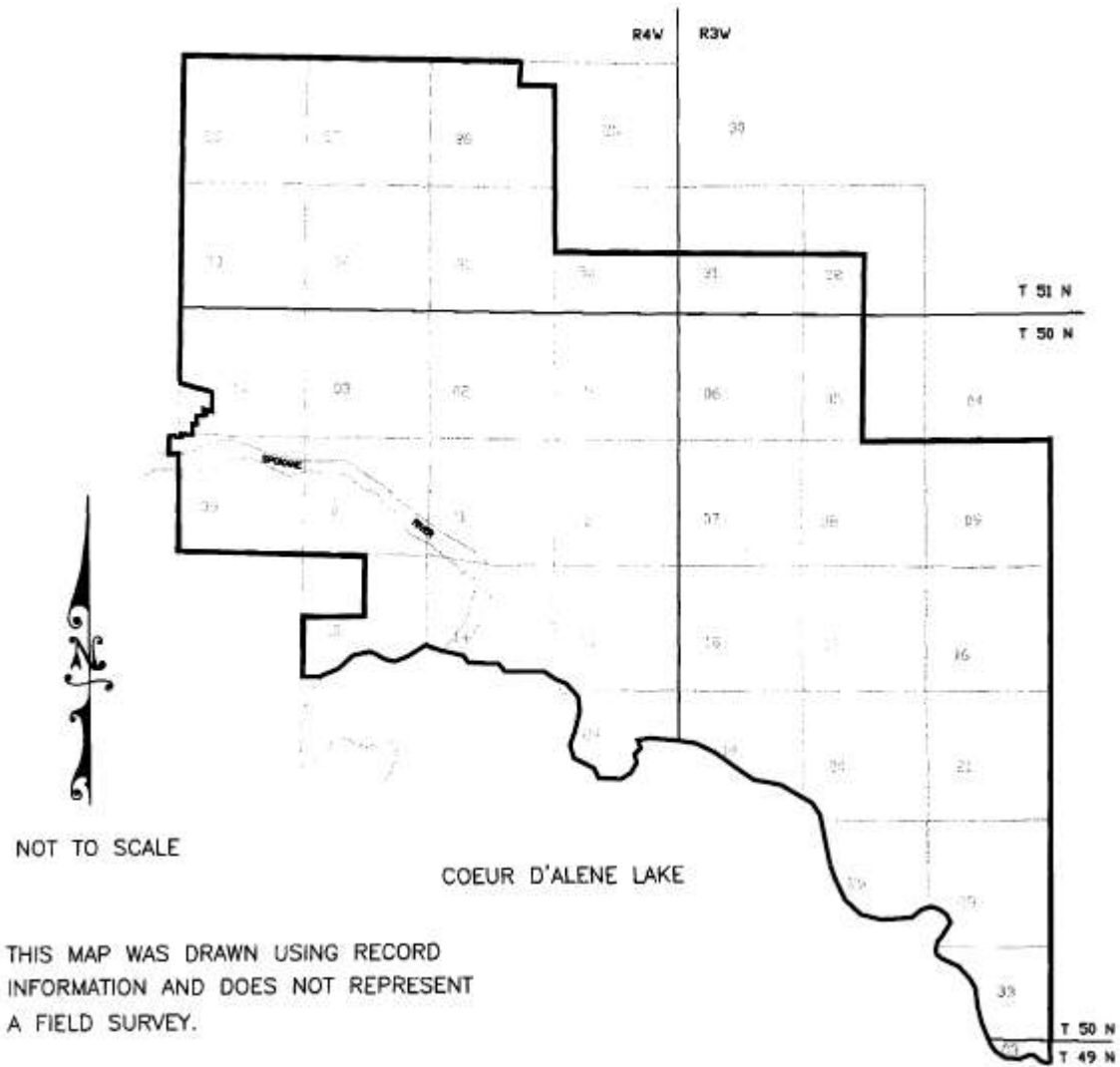
C. Interpretation of Area of Impact Boundary. In case a property under single ownership is divided by the boundary line of the Coeur d'Alene Area of Impact and the line divides such property so that one or both of the parts has a depth of three hundred feet (300') or less, such part may be included in the jurisdiction within which the remainder and larger portion of the property is located.

D. Precedence. In the event of any conflict between this map and the legal description contained in this section, the legal description shall take precedence.

[Illustration 10-201 follows on next page]

Illustration 10-201

Coeur d'Alene Area of Impact Map



City Council



November 4, 2025

1

Coeur d'Alene Area of Impact & Map

DECISION POINT:

Should Council approve the Coeur d'Alene Area of Impact (AOI) and map, attached hereto, that will be presented to Kootenai County and which will guide future development by allowing the City and County to weigh in on development and annexation requests, implement City subdivision and zoning standards within the AOI boundary, and replace the existing Area of City Impact agreement and map from 1993?



2

Coeur d'Alene Area of Impact & Map

HISTORY:

- Idaho Code § 67-6526 was amended by Senate Bill 1403 in 2024 affecting how cities and counties plan for growth and manage “areas of impact.”
- Requires Idaho cities and counties to have new AOIs in place by December 31, 2025
- Previously referred to as Areas of City Impact or “ACI”
- City/County entered into current ACI agreement in 1993



3

Coeur d'Alene Area of Impact & Map

PERFORMANCE ANALYSIS:

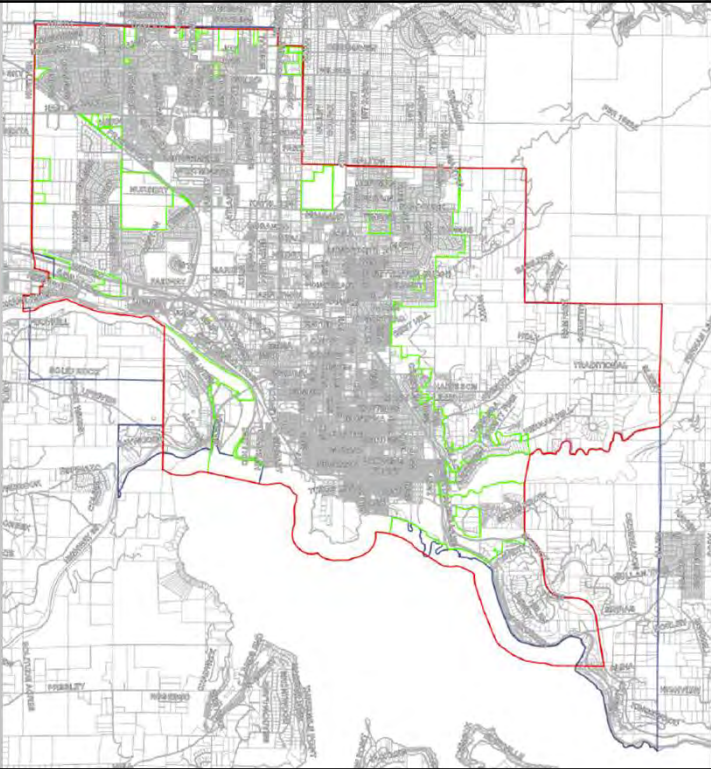
- Staff reviewed areas likely to be annexed, utilities, and services
- Met with other cities regarding AOI boundaries
- Met with County's Community Development Director
- Reduced AOI Boundary – *no conflicts with other cities*
- If approved, replaces existing ACI agreement and map
- Evaluate every 5 years
- Opportunity to renegotiate any provisions at any time



4

**Area of Impact
(AOI) Map**

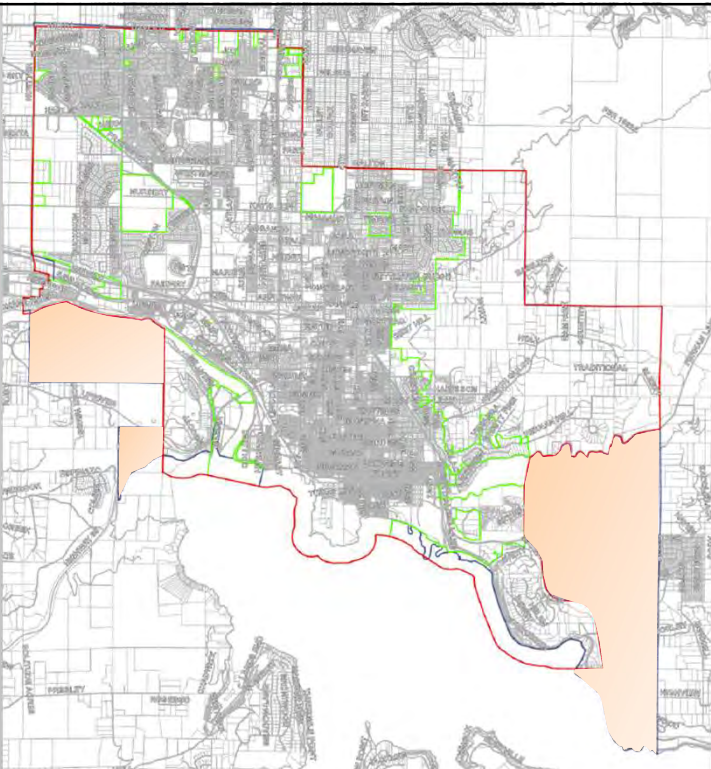
- Legend**
- City Limits
 - Current ACI
 - Proposed AOI



5

**Area of Impact
(AOI) Map**

- Legend**
- City Limits
 - Current ACI
 - Proposed AOI
 - Removed Areas



6

Coeur d'Alene Area of Impact & Map

- Existing ACI agreement – limited to subdivision & infrastructure
- New AOI, if approved, would include provisions of Coeur d'Alene's Subdivision and Zoning Codes such as:
 - Hillside Ordinance
 - Shoreline Ordinance
 - Road/Driveway Grades
 - Fire and Emergency Access
 - Double Frontage Lots
 - Compatibility of Land Uses
 - Compliance with CDA Comprehensive Plan and Zoning Code



7

Coeur d'Alene Area of Impact & Map

- Notifications:
 - County to notify City of Subdivision, Zone Change, PUD, and CUP requests for 30-day review/comment
 - City to notify County of annexation requests 30 days prior to first public hearing
- Approval of AOI:
 - City Council Approval (*no hearing required*)
 - Kootenai County Public Hearings and Approval
 - Compliance required by December 31, 2025



8

Coeur d'Alene Area of Impact & Map

FINANCIAL ANALYSIS:

No impact



9

Coeur d'Alene Area of Impact & Map

DECISION POINT / RECOMMENDATION:

Council should approve the Coeur d'Alene Area of Impact (AOI) and map that will guide future development by allowing the City and County to weigh in on development and annexation requests, implement City subdivision and zoning standards within the AOI boundary, and replace the existing Area of City Impact agreement and map from 1993.



10

RESOLUTION NO. 25-064

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO,
APPROVING THE COEUR D'ALENE AREA OF IMPACT (AOI) AND MAP.

WHEREAS, Senate Bill 1403 was signed into law on March 28, 2024, and went into effect on July 1, 2024; and

WHEREAS, this bill modified Idaho Code § 67-6526 and affects how cities and counties plan for growth and manage “Areas of Impact,” formerly known as “Areas of City Impact;” and

WHEREAS, the Kootenai County Board of Commissioners is required to approve the impact boundaries no later than December 31, 2025; and

WHEREAS, pursuant to State law, cities and counties were required work together to develop a proposed area of impact, and staff from the County and from the cities with areas of impact in the County met multiple times to discuss the new areas of impact and map which will comply with the amended statute; and

WHEREAS, through the meeting, the County has agreed to include provisions of Coeur d'Alene's Subdivision and Zoning Codes in the County Code regarding the Coeur d'Alene Area of Impact, such as compliance with the City's hillside ordinance, shoreline ordinance, road/driveway grades, fire and emergency access, double frontage lots, compatibility of uses, compliance with Coeur d'Alene's Comprehensive Plan and Zoning Code, etc.; and

WHEREAS, the City's Area of Impact is smaller than its previous Area of City Impact due to the need to comply with the amended statute; and

WHEREAS, the amended statute provides: “The legislature finds that areas of impact are properly under the jurisdiction of the county because the elected representatives of citizens in areas of impact are county officials, not city officials. While cities should receive notice of, and may provide input on, applications brought to the county in an area of impact, cities do not govern or control decisions on those applications. County commissioners make the final determination regarding area of impact boundaries within their county;” and

WHEREAS, the amended statute does not require approval of area of impact and map by the City, and that the cost of the notice for the County public hearing shall be reimbursed to the County by the City, but approval will demonstrate the cooperation between the County and the City; and

WHEREAS, the Kootenai County Planning and Zoning Commission and the Kootenai County Board of Commissioners will hold public hearings on November 6 and 13, respectively, as required by the amended statute, to approve County Code amendments and a new map of the Coeur d'Alene Area of Impact; and

WHEREAS, the Planning Director of the City of Coeur d’Alene has recommended that the City Council approve the County Code amendments and map, a copy of which is attached hereto as Exhibit “A” and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d’Alene and the citizens thereof to approve the County Code amendments and map of Coeur d’Alene’s Area of Impact.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d’Alene that the City approve the County Code amendments and map of Coeur d’Alene’s Area of Impact, in the form attached hereto as Exhibit “A” and incorporated herein by reference.

DATED this 4th day of November, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER ENGLISH Voted

was absent. Motion .

Article 10.2 Coeur d'Alene

8.10.201: PURPOSE: The purpose of establishing the Coeur d'Alene Area of Impact is to identify an urban fringe area in the unincorporated territory surrounding the City within which there is potential for development or changes in land use that must be planned in an orderly and compatible manner in order to insure timely or economical provision of public services such as water supply, sanitary and storm sewage collection and treatment, public safety services, other community service facilities, and to promote land use compatibility, street alignment and traffic flow objectives.

8.10.202: AREA OF IMPACT DEFINED: The Area of Impact (AOI) shall consist of an area where development or use of land affects or may affect the City of Coeur d'Alene in consideration of trade areas, geographic factors and areas that can reasonably be expected to be annexed to the City in the near future.

8.10.203: STANDARDS: Upon adoption by the City and County, the following standards shall apply whenever an agency, Planning and/or Zoning Commission, Hearing Examiner, or governing body of the City or County considers a land use application for a zone change, comprehensive plan change, request for a special or conditional use permit, planned unit development, limited planned unit development, variance request or subdivision plat within the Area of Impact. The City shall be notified of any applications for the above permits and shall have the opportunity to comment.

A. The Kootenai County Comprehensive Plan, ensuring compatibility with both the County's and the City of Coeur d'Alene's future land use maps, place types and anticipated zoning districts to prevent dense development in the County that is more appropriately reserved for City development with access to municipal utilities such as water and wastewater, and incompatible uses.

B. The subdivision regulations set forth in chapter 6 of this title with the following standards specific to the Coeur d'Alene AOI:

1. Utility infrastructure set forth in Title 16 of the Coeur d'Alene Municipal Code;
2. Utility stub-outs and laterals shall be provided at properties with frontage on public streets for future possible connections to water and wastewater at the time of development;
3. Private community sewer systems shall be reviewed by the City's Wastewater Department;
4. City road widths, thicknesses, profiles and improvement standards such as curb, gutter, sidewalks, stormwater management facilities, and/or street trees (as appropriate), to ensure compatibility with future City annexation and to support orderly urban development;
5. Dedication of right-of-way (R-O-W) or an agreement from the property owner to dedicate R-O-W in the future to facilitate potential road expansions or improvements;
6. Grade standards for roads and driveways not to exceed 8% to ensure accessibility for Fire Department access and emergency services;
7. Fire and emergency services access, requiring a drivable surface capable of supporting 75,000 lbs., adequate turnaround(s) to accommodate emergency vehicles, and adequate width

if a driveway length exceeds 150 feet, development is further than 500 feet from a hydrant, and/or other Fire Code requirements are triggered. In general, the minimum required width for driveways for fire service is 20 feet, 24 feet for two-way traffic, and 26 feet within 20 feet of hydrants.

C. The zoning regulations set forth in this title, as modified by the following:

1. Lot sizes and frontages shall be equal to or greater than those of abutting lots within the City of Coeur d'Alene;
2. Double Frontage Lots shall not be created with new subdivisions, except for reverse frontage lots which are essential to provide separation of residential development from traffic arteries, or to overcome specific disadvantages of topography and orientation. For such lots, the City's subdivision standards for buffering shall be incorporated;
3. Hillside ordinance compliance, requiring adherence to the more restrictive of Kootenai County's or Coeur d'Alene's regulations for land disturbance based on slope, tree removal, and a maximum Light Reflectance Value (LRV) of 40 for home exteriors to minimize visual and environmental impacts;
4. Shoreline ordinance compliance, requiring adherence to the more restrictive of Kootenai County's or Coeur d'Alene's regulations for limits on development within 40 feet of the ordinary high water mark;
5. Uses that are allowed by Conditional Use Permit in the County shall not be permitted in the AOI if they are inconsistent with Coeur d'Alene's Future Land Use Map, Place Types and associated zoning. Such uses include:
 - aboveground storage of over 5,000 gallons of petroleum products
 - agricultural products sales stores
 - airports or airstrips
 - asphalt or concrete batch plants
 - automobile wrecking yards or junkyards
 - cement, gypsum, or asphalt plants and associated storage/manufacturing
 - cemeteries
 - commercial fur farms
 - commercial kennels
 - data centers
 - explosive manufacturing/storage
 - feedlots
 - gun clubs, rifle ranges
 - ministorage facilities or rental warehouses
 - outdoor lighting for recreational uses

- racetracks
- re-entry facilities
- restricted surface mining operations
- sawmills, shingle or planing mills or woodworking plants
- solid waste transfer stations
- special event locations
- transitional group housing facilities
- zoos

D. The stormwater management regulations set forth in chapter 7, article 7.1 of this title, in addition to City of Coeur d'Alene requirements that stormwater must remain on-site, historic flows shall not be increased, and street improvements shall be designed and installed to manage stormwater generation within the right-of-way, incorporating swales where applicable.

E. Street lighting, to be reviewed and potentially required for proposed land use actions that warrant installation, with consideration of LED Kelvin levels.

F. Except as set forth above, all other applicable standards set forth in this code.

G. Except as set forth above, all other standards of applicable special districts having jurisdiction within the identified Area of Impact.

8.10.204: ENFORCEMENT:

A. Kootenai County shall be responsible for the administration and enforcement of the standards listed in subsection A through G of section 8.10.203 of this article within the Area of Impact, and shall receive all permit fees for inspections performed to recapture direct costs of inspections, administration, legal publications, any development fees such as parkland dedication fees or other costs arising from fulfilling the terms of each ordinance or regulation.

B. Special districts shall be responsible for the administration and enforcement of their respective regulations listed in subsection F of section 8.10.203 of this article within the Area of Impact, and shall receive all permit fees for inspections performed to recapture direct costs of inspections, administration, legal publications, and any development fees such as parkland dedication fees or other costs arising from fulfilling the terms of each ordinance or regulation.

8.10.205: RENEGOTIATION:

In accordance with subsection 67-6526(d), Idaho Code, the Coeur d'Alene City Council or the Board may request, in writing, renegotiation of any provisions of this article at any time. Within thirty (30) days of receipt of such written request by either party, a meeting between the two (2) jurisdictions shall occur.

While renegotiation is occurring, all provisions of this article shall remain in effect until this article is amended or a substitute ordinance is adopted by the City of Coeur d'Alene and Kootenai County, in accordance with the notice and hearing procedures provided in Idaho Code, or until a declaratory

judgment from the District Court is final. Provided, however, that this article or stipulated portions thereof shall be of no further force and effect if both jurisdictions so agree by mutually adopted resolution or ordinance.

8.10.206: ANNEXATION:

A. Annexation by the City of Coeur d'Alene shall be limited to those lands lying within the Area of Impact and being contiguous to the city limits of the City of Coeur d'Alene. Upon annexation, the provisions of this ordinance, which is the agreement between the City of Coeur d'Alene and Kootenai County, shall no longer apply to the annexed area.

B. Prior to any annexation by the City of Coeur d'Alene, the City shall forward a copy of the annexation proposal to the County for review and comment at least thirty (30) days prior to the first public hearing on the annexation request.

8.10.207: COORDINATION OF PLAN AMENDMENTS, ORDINANCE AMENDMENTS AND LAND USE APPLICATIONS:

A. All land use applications within the Area of Impact shall be filed by the applicant with Kootenai County.

B. All applications for amendment of the Kootenai County Comprehensive Plan and implementing ordinances which apply to the Coeur d'Alene Area of Impact shall be sent by Kootenai County to the City of Coeur d'Alene for review.

C. All Kootenai County land use applications and public notice within the Coeur d'Alene Area of Impact shall be sent to the Coeur d'Alene Planning Director and City Engineer for review and comment. The City shall have thirty (30) days after receipt of the notice prior to the public hearing to comment.

D. Kootenai County shall not approve any land use application, as referenced in 8.10.203 above, without first receiving input from City staff and ensuring compliance with the applicable standards outlined in this article.

8.10.208: GEOGRAPHIC AREA OF IMPACT DEFINED AND ESTABLISHED:

A. Establishment. The officially adopted Area of Impact is hereby established and shown on the map entitled "Coeur d'Alene Area of Impact" as set forth in Illustration 10-201 of this article.

B. Legal Description. The Area of Impact for the City of Coeur d'Alene is hereby legally described as follows:

BEGINNING at the intersection of the northwesterly shoreline of the Coeur d'Alene Lake and the north/south mid-section line of Section 15, Township 50 North, Range 4 West, Boise Meridian;

THENCE north on the north/south mid-section line of said Section 15 to the quarter corner common said Section 15 and Section 9, Township 50 North, Range 4 West, Boise Meridian;

THENCE continuing north on the north/south mid-section line of said Section 9 to a point of intersection with the north shoreline of the Spokane River;

THENCE westerly along the north shoreline of the Spokane River to a point of intersection with the west boundary of Edgewater At Mill River Subdivision, as same is shown on the official plat thereof, recorded in Book J of Plats at Page 60 under Instrument No. 1892706 on August 5, 2004, Kootenai County Records;

THENCE along the west and north boundary of Edgewater At Mill River Subdivision to a point of intersection with the westerly Right of Way of North Huetter Road;

THENCE north and parallel to the westerly Right of Way of North Huetter Road to the intersection of the westerly Right of Way of North Huetter Road and the northerly Right of Way of Chicago, Milwaukee & St. Paul Railroad;

THENCE easterly along the northerly Right of Way of Chicago, Milwaukee & St. Paul Railroad to a point of intersection with the west boundary of Mill River Third Addition, as same is shown on the official plat thereof, recorded in Book J of Plats at Page 202 under Instrument No. 1951995 on May 24, 2005, Kootenai County Records;

THENCE north along the west boundary of Mill River Third Addition to a point of intersection with the extended west boundary of said Mill River Third Addition and the northerly Right of Way of West Riverview Place;

THENCE easterly along the northerly Right of Way of said West Riverview Place to a point of intersection with the westerly boundary of said Mill River Third Addition;

THENCE along the westerly boundary of said Mill River Third Addition to the northwest corner thereof, said point being common with the south boundary of that certain parcel described in Warranty Deed dated February 14, 1980, recorded in Book 304 of Deeds at Page 778 and commonly known as Tax Description 11661, Kootenai County Records;

THENCE along the south and west boundary of said parcel commonly known as Tax Description 11661 to the northwest corner thereof, said point being common with the southerly Right of Way of Seltice Way;

THENCE northeasterly along a line perpendicular to the northerly Right of Way of Seltice Way to a point on the northerly Right of Way of said Seltice Way;

THENCE northwesterly along the northerly Right of Way of Seltice Way to a point of intersection with the easterly Right of Way of North Huetter Road;

THENCE northerly along the easterly Right of Way of North Huetter Road to a point of intersection with the southerly Right of Way of West Prairie Avenue;

THENCE easterly along the southerly Right of Way of West Prairie Ave to a point of intersection with the westerly Right of Way of Highway 95;

THENCE Southerly along the westerly Right of Way of Highway 95 to a point of intersection with the northerly Right of Way of West Aqua Avenue;

THENCE easterly along the northerly Right of Way of West Aqua Avenue to a point of intersection with the easterly Right of Way of North Government Way;

THENCE southerly along the easterly Right of Way of North Government Way to a point of intersection with the northerly Right of Way of East Dalton Avenue;

THENCE easterly along the northerly Right of Way of East Dalton Avenue to a point of intersection with the westerly Right of Way of North 4th Street;

THENCE southeasterly to the intersection of the southerly Right of Way of East Dalton Avenue and the easterly Right of Way of North 4th Street;

THENCE easterly along the southerly Right of Way of East Dalton Avenue to a point of intersection with the west boundary of the NE1/4 of the SE1/4 of Section 31, Township 51 North, Range 3 West, Boise Meridian;

THENCE along the west boundary of the NE1/4 of the SE1/4 of said Section 31 to the northwest corner thereof;

THENCE east along the north boundary of the NE1/4 of the SE1/4 of Section 31 to the Quarter Corner common to said Section 31 and Section 32, Township 51 North, Range 3 West, Boise Meridian;

THENCE east along the east/west mid-section line of said Section 32 to the Center Quarter Corner of said Section 32;

THENCE south along the north/south mid-section line of said Section 32 to the Quarter Corner common to said Section 32 and Section 5, Township 50 North, Range 3 West, Boise Meridian;

THENCE south along the north/south mid-section line of said Section 5 to the Quarter Corner common to said Section 5 and Section 8, Township 50 North, Range 3 West, Boise Meridian;

THENCE east along the section line common to said Section 5 and Section 8 to the Section Corner common to said Section 4, Section 5, Section 8 and Section 9, Township 50 North, Range 3 West, Boise Meridian;

THENCE east along the section line common to said Section 4 and Section 9 to the section corner common to said Section 4, Section 9, Section 3 and Section 10, Township 50 North, Range 3 West, Boise Meridian;

THENCE south along the section line common to said Section 9 and Section 10 to the section corner common to said Section 9, Section 10, Section 15 and Section 16, Township 50 North, Range 3 West, Boise Meridian;

THENCE south along the section line common to said Section 15 and Section 16 to a point of intersection with the southerly Right of Way of East Fernan Lake Road;

THENCE southwesterly along the southerly Right of Way of said East Fernan Lake Road to a point of intersection with the northerly shoreline of Fernan Lake;

THENCE westerly along the northerly shoreline of Fernan Lake to a point of intersection with the west boundary of Government Lot 3, Section 17, Township 50 North, Range 3 West, Boise Meridian;

THENCE south to the Quarter Corner common to said Section 17 and Section 20, Township 50 North, Range 3 West, Boise Meridian;

THENCE south on the north/south mid-section line of said Section 20 to a point of intersection with the northeasterly Right of Way in Interstate 90;

THENCE southeasterly along the northeasterly Right of Way of Interstate to a point of intersection with the section line common to Section 28 and Section 33, Township 50 North, Range 3 West, Boise Meridian;

THENCE west on the section line common to said Section 28 and Section 33 to a point of intersection with the easterly shoreline of Coeur d'Alene Lake;

Thence westerly along the northerly shoreline of said Coeur d'Alene Lake to the POINT OF BEGINNING.

TOGETHER WITH a 1000.00 foot wide strip lying south of, adjacent to and coincident with the shoreline of Coeur d'Alene Lake, as hereinabove referenced.

[Illustration 10-201 follows on next page]

The map displays the City of San Jose with various neighborhood names and street layouts. The San Jose Peninsula and San Jose Peninsula Area are highlighted in green. Other areas shown include the San Jose Peninsula, San Jose Peninsula Area, and San Jose Peninsula. The map also shows the San Jose Peninsula and San Jose Peninsula Area. The map includes various neighborhood names and street layouts.

