

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

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 will not normally allow audience participation at any other time.

September 1, 2026

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Jason Lowry: The Heart

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: Suicide Prevention and Awareness Month

Accepted by: Kate Dolan President & Family Support Group Facilitator, NAMI

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.)

***[ALL ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS](#)

G. ANNOUNCEMENTS:

1. City Council
2. Mayor

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 August 18, 2026, Council Meeting.
2. Approval of Bills as Submitted.
3. Setting of General Services Committee meeting September 8, 2026

I. OTHER BUSINESS:

1. Approval of Financial Support for the University of Idaho Riverview Gallery and Living Lake Lecture Series.

Staff Report by: Adam Rouse, Parks and Recreation Director

2. **Resolution No. 26-072-** Approval of agreement with World Triathlon Corporation and North Idaho Sports Commission for the three years of IRONMAN ® 70.3® Coeur d'Alene (2027-2029) events.

Staff Report by: Renata McLeod, Municipal Services Director

J. PUBLIC HEARING: Please feel free to sign up in advance of the meeting to testify at <https://www.cdaid.org/signinpublic/Signinformlist> prior to 3:00 p.m. the day of the hearing.

1. (Legislative) Legislative – Fiscal Year 2026-2027 Annual Appropriation Ordinance

Staff Report by: Katie Ebner, Finance Director

- a. **Council Bill No. 26-1014** - Approving the Annual Appropriations for Fiscal Year 2026-2027 and the use of 1% foregone taxes for maintenance and operations and 3% foregone taxes for capital expenditures.
- b. **Resolution No. 26-073** – Certifying, pursuant to Idaho Code § 63-802(1)(e), the amount of foregone increase to be budgeted for fiscal year 2026-2027, specifically 1% foregone taxes in the amount of three hundred seven thousand seven hundred sixty-one dollars (\$307,761) for maintenance and operations and 3% foregone taxes for capital expenditures in the amount of nine hundred twenty-three thousand two hundred eighty-two dollars (\$923,282).

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

L. ADJOURNMENT

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

September 1, 2026

MEMBERS OF THE CITY COUNCIL:

Daniel K. Gookin, Mayor

Council Members English, Evans, Miller, Wood, Gabriel, Sheckler

PRESENTATIONS



National Alliance on Mental Illness

1

What is NAMI?

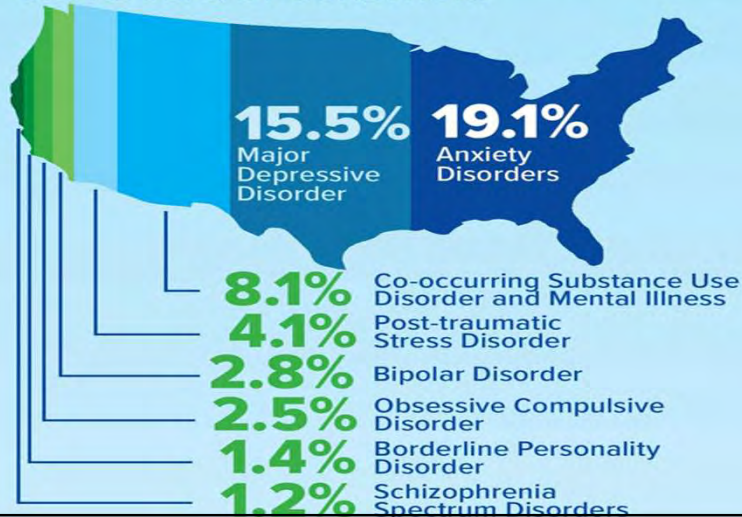


2

Mental Illness in the U.S.



ANNUAL PREVALENCE OF MENTAL ILLNESS, U.S. ADULTS, BY CONDITION:



3

Mental Illness in Idaho



**Nearly one in four Idahoans
lives with a mental illness.**

About 6% of those persons live
with a serious mental illness like
schizophrenia or bipolar
disorder.

4

Suicide in the U.S. & Idaho



In 2024:

- 48,824 deaths by suicide nationwide
- Idaho had the 6th highest suicide rate in the U.S. with 437 deaths.

One person dies by suicide every 11 minutes in the U.S.

Suicide can happen to anyone at any age and may not be preceded by a behavioral or mental health crisis.

Suicide is preventable. Everyone can learn to recognize the warning signs, offer support, and promote healthy connections.



5

NAMI Connection & Family Support Groups



NAMI Coeur d'Alene Support Groups

- Weekly
- Free
- Led by people with lived experience
- Confidential
- In-person and online attendance options



6

NAMI Coeur d'Alene – Who We Are & What We Do



We hold NAMI Nights Out monthly from January through October, offering a free social activity for people living with mental illness.

7

NAMI Coeur d'Alene – Who We Are & What We Do



The 3rd Annual NAMIWalks Coeur d'Alene will take place on Saturday, September 19, at Riverstone Park and will be a 5K walk/run. This walk promotes mental health awareness and suicide prevention and awareness.

To register and find out more about the walk, scan the QR code.



8

NAMI Coeur d'Alene – Who We Are & What We Do



Visit our website at
www.cdanami.org to learn
more, or scan the QR code
below.



You can also find us on
Facebook

@NAMICoeurd'Alene



PROCLAMATION

WHEREAS, suicide is the 10th leading cause of death in the United States, and the leading cause among individuals ages 15-34; and

WHEREAS, in 2024 Idaho had the 6th highest suicide rate in the United States, and suicide was the 7th leading cause of death in Idaho, claiming 437 lives statewide; and

WHEREAS, Idaho's suicide rate is 1.6 times greater than the national average; and

WHEREAS, Kootenai County recorded 34 suicide deaths in 2024, the highest number among the five northern counties; and

WHEREAS, up to 90 percent of those who die by suicide were experiencing symptoms of a diagnosable and treatable mental health condition that may have gone unrecognized or untreated; and

WHEREAS, calling or texting 9-8-8 connects anyone in crisis to the Idaho Crisis and Suicide Hotline, available 24 hours a day, 7 days a week, year-round; and

WHEREAS, organizations such as the National Alliance on Mental Illness (NAMI) Coeur d'Alene, Suicide Prevention Action Network (SPAN) of North Idaho, North Idaho Crisis Center, Kootenai Behavioral Health, first responders, the Mobile Crisis Unit, and many others are committed to saving lives and providing hope through research, education, advocacy, awareness and support.

NOW, THEREFORE, BE IT RESOLVED that we:

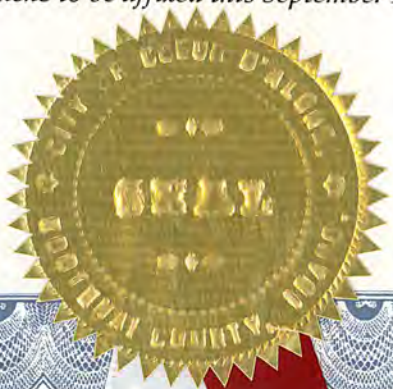
1. Recognize suicide as a preventable public health issue and declare suicide prevention a priority;
2. Encourage alignment with the 2024 National Strategy for Suicide Prevention ten-year plan and the 2024-2028 Idaho Suicide Prevention Plan;

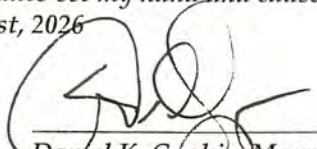
NOW, THEREFORE, I Daniel K. Gookin, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the month of September 2026, as

"NATIONAL SUICIDE PREVENTION MONTH"

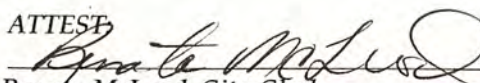
in Coeur d'Alene, Idaho, and encourage all citizens to work together to raise awareness, reduce stigma, support those in crisis, and bring hope to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this September 1st, 2026




Daniel K. Gookin, Mayor

ATTEST


Renata McLeod, City Clerk

ANNOUNCEMENTS

CONSENT CALENDAR

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

August 18, 2026

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on August 18, 2026, at 6:00 p.m., there being present the following members:

Dan Gookin, Mayor

Amy Evans	) Members of Council Present
Dan English	)
Kenny Gabriel	)
Dan Sheckler	)
Christie Wood	)

Kiki Miller) Member of Council Absent

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

INVOCATION: Councilmember English provided the invocation.

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

PUBLIC COMMENTS:

Casey Dolan, Hayden, shared the completion of a lending library project located near the park, downtown, and North Idaho College, created in partnership with the Human Rights Education Institute (HREI), the City, and his family.

Jeanette Laster, Coeur d'Alene, noted that the lending library's design matches HREI's historic building's exterior, is already stocked with books, and is intended for park visitors to borrow or exchange books anytime. She highlighted that this is now the third Eagle Scout project on the HREI premises. Ms. Laster also reported that the "From Idaho With Love" drive, run with the City and human rights partners, collected thousands of donated items including bedding, pillows, luggage, winter coats, school supplies, toiletries, and small household goods for Spokane fire relief families. Over 500 volunteer hours were logged, many from walk-in volunteers, and cash donations were converted into gas, grocery, and home-improvement gift cards. Councilmember Wood thanked Ms. Laster for stepping up and organizing the donation drive and giving a lot of her personal time.

Tracy Mack expressed concern about "Flock" Automated License Plate Readers (ALPR) cameras after seeing 11 listed locally on DeFlock.org and asked whether the City had contracted for them or if they were privately owned. She warned about risks of mass surveillance, false arrests, misuse of data, and citizens' movements being stored in unknown databases, and urged

that the public has a right to know who operates these cameras and how their data is used. Coeur d'Alene Police Chief Yeager explained that the City does not use the name brand Flock cameras, therefore any Flock devices in town would be privately owned. The City's ALPR system, from a different vendor, is only used in connection with specific criminal cases entered from the National Crime Information Center (NCIC) or an officer, logs license plates only (not the occupants or owners), and requires officers to independently establish reasonable suspicion or probable cause before taking action. Access is limited to authorized sworn employees and the crime analysts of the Coeur d'Alene Police Department, all queries are logged upon entry and audited monthly, and misuse can trigger criminal and administrative penalties.

Councilmember Sheckler asked Chief Yeager to describe the security protocols for storing ALPR data. Chief Yeager explained that the City's vendor, Motorola, uses Azure cloud servers that must meet FBI Criminal Justice Information System (CJIS) standards for criminal justice data, with strong logical (electronic) and physical access controls, and that both police department staff and vendor personnel with access are background-checked. He emphasized that the system stores only plate images, not registration/owner data, so officers still have to run plates through normal law-enforcement databases and establish reasonable suspicion or probable cause before any stop, and that secure channels protect data moving between servers and police vehicles.

Councilmember Wood thanked Chief Yeager for clearly explaining ALPRs. She noted that when ALPR data is used as evidence in a case, detectives still have to go through the courts and obtain search warrants for certain types of evidence. Chief Yeager reiterated that the City's cameras only photograph license plates and do not use facial recognition and reiterated that the City does not use Flock brand cameras. He also explained the SOC2 and SOC3 audits used by the vendor that extend beyond the internal audits conducted by CDAPD personnel.

ANNOUNCEMENTS:

Councilmember English noted that some Councilmembers had received a thank you card from young people for opposing the data centers.

Mayor Gookin also announced that the City is seeking high school students ages 14–18 to serve as student representatives on several committees: Parks & Recreation, Ped/Bike, Urban Forestry, and CDA TV, with applications due by Friday, September 18, 2026. Applications can be found at the City's website www.cdaid.org/volunteer/student-representative. He also announced the upcoming vacancy in the Library Board and applications are due by September 4, 2026. Other Committee vacancies for the general public include the Pedestrian and Bicycle Advisory Committee, Urban Forestry Committee, and Personnel Appeals Board. Applications can be found on the Volunteer Opportunities page of the city website www.cdaid.org/government/departments/municipal-services/volunteer-opportunities.

Mayor Gookin expressed condolences on the passing of Peter Erbland, a longtime attorney who represented the City on numerous matters. The City Council recognized his years of service, professionalism, and integrity, and extended their sympathies to his family, friends, and colleagues.

Mayor Gookin requested the appointment of Jon Ingalls and Brian Smith to the Design Review Commission.

MOTION: Motion by Evans, seconded by Gabriel, to confirm the appointment of Jon Ingalls and Brian Smith to the Design Review Commission. All in favor. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the August 4, and August 5, 2026, Council Meetings.
2. Approval of General Services Meeting Minutes for August 10, 2026.
3. Setting of a Public Works Committee Meeting on August 24, 2026.
4. Approval of Bills as Submitted.
5. Approval of Financial Report.
6. **Resolution No. 26-068** – A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FINAL PLAT, ACCEPTING IMPROVEMENTS, APPROVING A MAINTENANCE/WARRANTY AGREEMENT, AND APPROVING SECURITY FOR THE TRAILS 8TH ADDITION; APPROVING UPDATED AND NEW STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION; APPROVING THE REPLACEMENT OF THE ACCESS CONTROL SYSTEM FOR THE SECURED PARKING AREA OF THE 3RD STREET PARKING GARAGE; AND APPROVING THE REPLACEMENT OF THREE (3) BUILDING BOILERS AT THE POLICE STATION.
7. **Resolution No. 26-069** - Approval of an ITD State and Local Agreement for the construction of the Ramsey Road traffic signal upgrades, with matching funds in the amount of \$116,626.00.

MOTION: Motion by Evans, seconded by Wood, to approve the Consent Calendar as presented, including **Resolution Nos. 26-068 and 26-069.**

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

APPOINTMENT OF RENATA MCLEOD TO THE COEUR D’ALENE EMPLOYEE BENEFITS TRUST BOARD

STAFF REPORT: Following the resignation of Trustee Bill Dodd in May 2026, the Coeur d’Alene Employees Benefit Trust solicited applications from City employees to fill the vacant Trustee position. After reviewing two applications, the remaining Trustees unanimously recommended Renata McLeod, the City Clerk and Municipal Services Director, as successor Trustee. Pursuant to Paragraph 5.4 of the Trust Agreement, successor Trustees are appointed by written notice from the City of Coeur d’Alene, the Plan Sponsor, and notification to the Director. The appointment will have no financial impact on the City. Ms. McLeod brings more than 38 years of service to the City, including experience in the Legal Department and 14 years as Municipal Services Director, where she has worked closely with City leadership and departments. She holds a Master of Business Administration from the University of Idaho and has extensive experience with employee health insurance transitions, as well as community leadership roles. The Trustees concluded that her neutrality, institutional knowledge, and broad experience make her especially

well-suited for the role and recommend that the City Council approve her appointment and provide the required written notice to the Idaho Department of Insurance.

MOTION: Motion by Evans, seconded by English, to confirm the appointment of Renata McLeod to the Coeur d'Alene Employee Benefits Trust Board. All in favor. **Motion carried.**

RESOLUTION NO. 26-070

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING A CONTRACT TO, CENTRAL WASHINGTON ASPHALT, INC., FOR THE 2026 MILL AND INLAY PROJECT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FORTY-FOUR THOUSAND, EIGHT HUNDRED FORTY-NINE DOLLARS (\$244,849.00).

STAFF REPORT: Streets and Engineering Director Todd Feusier noted that the asphalt surfaces on portions of Howard Street, Bosanko Avenue, and Dalton Avenue have deteriorated and require extensive repairs. To address the issue, the Streets & Engineering Department developed the 2026 Mill & Inlay Project, which will mill the existing pavement and install a new asphalt surface to extend the life of the roadways and improve ride quality. Following a two-week bidding period, four bids were received and opened on August 10, 2026, with Central Washington Asphalt submitting the lowest responsive bid at \$244,849.00. The project will be funded through the current overlay/chipseal budget.

DISCUSSION: Councilmember Wood asked about the area by the old UPS building, and if a new owner would now be required to pave the parking lot. Mr. Feusier replied that the Coeur d'Alene Tribe now owns the building and field, and that upcoming ITD widening projects on the highway are expected to bring additional lanes and improvements north toward the transfer station, potentially addressing that area. Mayor Gookin noted that a change of use, not just ownership, typically triggers paving requirements. Planning Director Hilary Patterson explained that a change of use generally triggers compliance and said both the Tribe and UPS had already been notified they would need to bring the site up to code because parking is severely lacking.

MOTION: Motion by Wood, seconded by Gabriel, to approve **Resolution No. 26-070** – Accepting the bid of, and approving a Contract with, Central Washington Asphalt, Inc., for the 2026 Mill & Inlay Project in an amount not to exceed \$244,849.00.

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

COUNCIL DISCUSSION REGARDING APPROPRIATIONS FOR FY 26-27

DISCUSSION: Mayor Gookin explained that pursuant to the previous meeting on August 4, 2026, Council wanted to review the list of proposed budget cuts and that any agreed items would be forwarded to the City Administrator as recommendations before the upcoming budget hearing. Councilmember Wood commented that she supports the City Administrator's approach of giving close scrutiny to all future positions, not a hiring freeze, but careful, responsible monitoring of positions.

The discussion then focused on the proposed cut to defer hiring of one additional Building Inspector. Mayor Gookin noted that permit review times are already four weeks for residential and six weeks for commercial, the builders at NIBCA supported fee increases in exchange for faster service, and without another inspector the City would need to contract out reviews. Councilmember Gabriel asked whether third-party reviews would cause revenue loss, and Building Official Ted Lantzy explained that full third-party plan reviews could forfeit 50–60% of revenue per project, whereas his department currently generates about \$3 Million on a \$1.2 Million budget and expects \$2.1–2.2 Million plus at least 15% more from new fees, enough to cover the position and new permitting software. Councilmember Sheckler raised concerns about delays if the hire isn't made, and Mr. Lantzy explained that with three inspectors likely to retire next year and no overlap, plan reviews and inspections would further slow or need outsourcing.

Mayor Gookin noted a proposed \$250,000 reduction of Streets and Engineering Department overlay program and requested clarification on its impact. Mr. Feusier explained that the overlay/chip seal budget had previously grown from \$750,000.00 to \$1.5 Million, with earlier years temporarily boosted to about \$3 Million using state user-fee revenues, but FY26 is the first year operating solely at \$1.5 Million, forcing a choice between either chip seal or paving in any given year. Using pavement condition software, it is estimated that the City should be spending about \$5 Million per year just to hold current street conditions, so his requested increase to \$1.75 Million was an incremental step to allow both paving and chip seal, including earlier chip seals within three years of paving to stretch street life from roughly 15 to 20 years. He cited Wilbur Avenue as an example where a second chip layer avoided full reconstruction. Mayor Gookin added that highway use tax revenues are projected to drop from \$4.7 Million to \$3.5 Million next year, a \$1.2 Million hit, constraining what can be allocated to streets. Councilmember Wood argued that streets are central to residents' quality of life and that once the City falls behind, it becomes very costly to catch up, so she favored restoring funding from Fund Balance. Councilmember Gabriel echoed the quality-of-life concern and asked if the cut could be reduced to half (\$125,000.00) instead of the full \$250,000.00. Councilmember English proposed a compromise of partially restoring street funds while also keeping the building inspector position, framing both as quality-of-life issues. Councilmember Evans supported Councilmember Wood and Gabriel's comment that the City is in a tough position. She added that she is comfortable moving forward with the proposed \$125,000.00 increase in the overlay budget.

MOTION: Motion by Evans, seconded by Wood, to accept the proposed changes to the proposed budget for Fiscal Year 2026-2027 Appropriations with the removal of the 1.0 FTE Building Inspector position and amending the special overlay program increase to reflect \$125,000.00.

DISCUSSION: Mayor Gookin summarized the budget action, clarifying that the Council voted to accept the proposed cuts as listed, except they removed the cut to the new Building Inspector position, keeping that position funded, and reduced the planned street overlay increase from \$250,000.00 to \$125,000.00. He noted this still amounts close to \$1 Million in total savings across all cuts and emphasized the difficulty of trimming requests that are all justifiable but necessary.

All in favor. **Motion carried.**

RESOLUTION NO. 26-071

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A NOTICE OF THE TIME AND PLACE OF A PUBLIC HEARING FOR THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2025 - 2026, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND A STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR, AND PROVIDING FOR PUBLICATION OF THE SAME.

STAFF REPORT: Mayor Gookin presented Resolution 26-071 setting a public hearing for September 15, 2026 to amend the Fiscal Year 2025-26 budget to account for unanticipated expenditures and revenues in accordance with Idaho law. The proposed amendment increases expenditures by \$2,956,342 and revenues by \$3,058,772. Significant expenditure adjustments include funding for Fire Department constant staffing, street maintenance and engineering improvements, Police Department equipment and facility needs, voluntary separation incentive payouts, unspent citywide automation budget, HVAC repairs, cemetery operations, and various personnel, grant, and carryover project costs. Revenue increases are primarily attributed to additional building permit and inspection fee revenue, additional Highway User revenues from the Idaho Transportation Department, and the use of Fund Balance to support approved expenditures.

MOTION: Motion by Evans, seconded by English, to approve **Resolution No. 26-071** – Setting a public hearing for September 15, 2026, for amendments to the Year 2025-26 Financial Plan.

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

RECESS: Motion by Evans, seconded by Gabriel, to recess to August 31, 2026, for a Special Call Council Meeting for the Appeal of S-2-26: Coeur Terre 2 Subdivision in the Library Community Room at 5:00 P.M. All in favor. **Motion carried.**

The meeting ended at 6:52 p.m.

Daniel K. Gookin, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: September 1, 2026
FROM: Adam Rouse, Parks & Recreation Director/ Arts Commission Liaison
SUBJECT: Approval of Financial Support for the University of Idaho Riverview Gallery and Living Lake Lecture Series

DECISION POINT: Should Council approve the Arts Commission to support art and science efforts with the University of Idaho that includes funding not to exceed \$8,000 from the Lake District Fund.

HISTORY: The City of Coeur d'Alene Arts Commission was created to, among other things, stimulate and encourage, throughout the City and surrounding area, the study and presentation of the fine arts, as well as public interest and participation therein; to take such steps as may be necessary and appropriate to encourage public interest in the cultural heritage of our City; to expand the City's cultural resources; and to encourage and assist freedom of artistic expression essential for the well-being of the arts. See Municipal Code § 2.84.040. The City adopted a Public Arts Policy in 1999, which was revised in 2008 and 2017. In that Policy, the City set out the goals of the Public Arts Program which included broadening the role of the artist in the community, promoting public dialogue and understanding of public art, and advocating for arts education.

The Living Lake Project is described as a collaborative regional initiative involving artists, environmental organizations, tribal partners, and scientific agencies working to communicate watershed and lake health issues through artistic expression. The project seeks to make complex scientific information accessible through visual art, poetry, public engagement, and educational programming. The fellowship includes spending approximately fifteen months working with scientists, environmental agencies, tribal representatives, and community organizations while developing artistic responses to issues affecting Lake Coeur d'Alene and the greater watershed.

FINANCIAL ANALYSIS: The proposed partnership includes: A public lecture series exploring relationships between art and science; a gallery exhibition at the Riverview gallery; marketing and educational outreach activities; acquisition of display equipment and infrastructure to support ongoing exhibitions; opportunities for future rotating displays of community artwork. The request for \$8,000 will go toward the materials for gallery display.

DECISION POINT/RECOMMENDATION: Council should approve the Arts Commission to support art and science efforts with the University of Idaho that includes funding not to exceed \$8,000 from the Lake District Fund.



University of Idaho
Coeur d'Alene

Dr. Andy Fields, center executive officer
Jake Garringer, director of strategic engagement
Tuesday 01 September 2026 | Coeur d'Alene Public Library

ARTS COMMISSION U OF I COEUR D'ALENE &

A partnership to explore the
relationship between the arts and
sciences

1



PROPOSAL

University of Idaho Coeur d'Alene seeks to partner with the City of Coeur d'Alene Arts Commission, in coordination with the Coeur d'Alene Arts and Culture Alliance, on a Living Lake Project-inspired small-works show to be hosted at the Riverview Gallery at U of I Coeur d'Alene and an associated educational lecture series

- Financial request: **\$8,000** (Lake District Fund)

2



LIVING LAKE PROJECT

- Artist fellowship program with mission to “translate complex [Coeur d’Alene watershed-related] environmental data and stewardship issues into accessible, meaningful work for the community”
- Coeur d’Alene Arts and Culture Alliance-led partnership which includes the Idaho Department of Environmental Quality, Coeur d’Alene Tribe Natural Resources Department, U of I Idaho Water Resources Research Institute at U of I Coeur d’Alene, and others

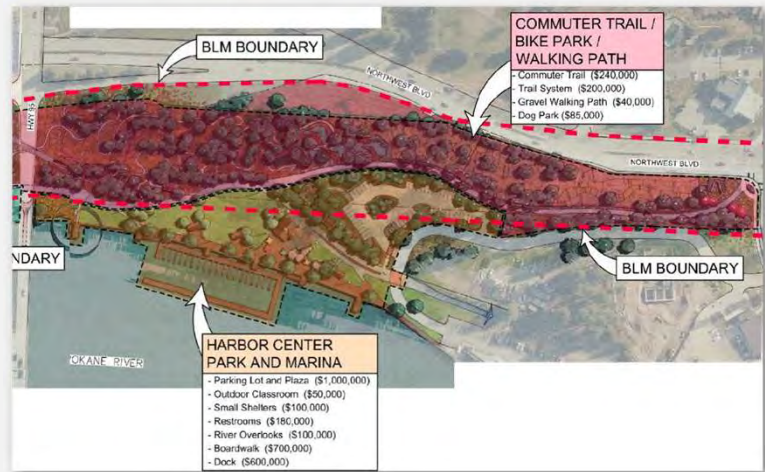
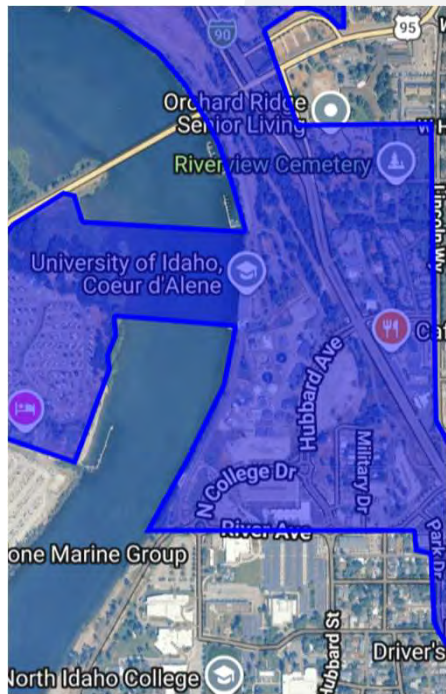
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RIVERVIEW GALLERY AT U OF I COEUR D’ALENE

- Located in the atrium of the U of I Coeur d’Alene Harbor Center
 - Within the downtown-proximate Coeur d’Alene Education Corridor adjacent to the Centennial Trail
- Public space open during regular business hours to showcase U of I and educational/community partners’ art, research, artefacts, and other items with scholarly value

4



5



6



SMALL-WORKS SHOW

- **\$5,500:** display tools for Riverview Gallery at U of I Coeur d'Alene (e.g., cases, vitrines, pedestals)
 - Post-show intentions: showcase U of I/partners' art, research, artefacts; host other U of I Coeur d'Alene-Arts Commission collaborations
- LLP-inspired artist call: explain Coeur d'Alene watershed science via a small work (maquette, poetry, etc.)
 - Open to LLP artist-fellows as a steppingstone toward the larger artwork they are responsible to produce *and* other artists as an opportunity to engage with the topic
 - Timeline: fall 2026 solicitation, late winter/early spring 2027 exhibition

7



EDUCATIONAL LECTURE SERIES

- **\$2,000:** educational 4-part lecture series in 2027
 - Approx. \$500 per event to offset speakers' lodging, mileage, and per diem costs
- Potential topics: science communication through art, promoting scientific literacy through art, research on the effects of art on individuals and communities, etc.
 - Relate first in series directly to the small-works show and LLP
- Aim to secure 3rd party sponsor(s) for receptions and potentially additional and/or higher profile speakers

8



MARKETING

- **\$500:** joint U of I Coeur d'Alene, Arts Commission, and Arts and Culture Alliance/Living Lake Project marketing for lecture series and show

9



INSTITUTIONAL ALIGNMENT

An Arts Commission-U of I Coeur d'Alene partnership to explore the relationship between the arts and sciences is consistent with both institutions' mandates and strengths

- Arts Commission: per the Public Art Program Policy, it "provides education" and "manages partnerships and collaborations with the arts community"
- U of I Coeur d'Alene: mission to "shape the future of Idaho and beyond through innovative research, education, and community engagement"; positioned among the top 4% of US research institutions (Carnegie R1 designated)

10



CITY COUNCIL STAFF REPORT

DATE: September 1, 2026

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

SUBJECT: AGREEMENT WITH WORLD TRIATHLON CORPORATION AND
NORTH IDAHO SPORTS COMMISSION

DECISION POINT: Should City Council approve an agreement with World Triathlon Corporation and North Idaho Sports Commission for the three years of IRONMAN ® 70.3® Coeur d'Alene (2027-2029) events?

HISTORY: The City has had agreements for Ironman races since 2003. The proposed agreement includes past negotiated terms and has been reviewed by Police, Fire, Streets and Engineering and Parks and Recreation Departments. The North Idaho Sports Commission has agreed to the terms and is responsible for direct payments to World Triathlon Corporation (WTC). WTC has agreed to pay for the law enforcement and emergency services costs. The Ironman 70.3 event traffic control plan has been modified over the years and is run very efficiently. The movement of the finish line to the park was successful in 2026 and has been agreed upon within this agreement; this change allows Sherman Avenue to open to traffic much earlier in the day and has less time to set up.

FINANCIAL ANALYSIS: The City provides services, but no direct payments to WTC. The City will receive payment of \$25,000 each year, 2027-2029.

PERFORMANCE ANALYSIS: The approval of this Agreement allows WTC to open registration for the 2027 race and continues the tradition of IRONMAN ® 70.3® Coeur d'Alene for a three-year period. Ironman event dates will be June 27, 2027, June 25, 2028, and June 24, 2029.

RECOMMENDATION: Council should approve an agreement with World Triathlon Corporation and North Idaho Sports Commission for the three years of IRONMAN ® 70.3® Coeur d'Alene (2027-2029) events?

RESOLUTION NO. 26-072

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A HOST VENUE AGREEMENT WITH THE WORLD TRIATHLON CORPORATION AND THE NORTH IDAHO SPORTS COMMISSION FOR IRONMAN®-BRANDED TRIATHLON EVENTS IN 2027, 2028, AND 2029.

WHEREAS, the Municipal Services Director for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with the World Triathlon Corporation and the North Idaho Sports Commission to host Ironman®-branded triathlons pursuant to the terms and conditions set forth in an agreement, 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 agreement;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement to host Ironman®-branded triathlons in 2027, 2028, and 2029, with the World Triathlon Corporation and the North Idaho Sports Commission, 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 the substantive provisions of the agreement remain intact.

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

DATED this 1st day of September, 2026.

Daniel K. Gookin, 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 SHECKLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion .



HOST VENUE AGREEMENT

*IRONMAN® 70.3® Coeur d'Alene
(2027-2029)*

This HOST VENUE AGREEMENT (this "**Agreement**") is made effective as of _____, 2026 (the "**Effective Date**") by and between **WORLD TRIATHLON CORPORATION**, a Florida corporation d/b/a The IRONMAN Group ("**WTC**"), and **the CITY OF COEUR D'ALENE**, a body corporate and political subdivision of the State of Idaho (the "**City**"), and the **NORTH IDAHO SPORTS COMMISSION** (the "**NISC**" and, together with the City, the "**Host**"). NISC and City are referred to separately in this Agreement where applicable), regarding Host's desire to have WTC conduct, and WTC desiring to conduct, an IRONMAN® 70.3® triathlon annually in and around Coeur d'Alene, Idaho (the "**Venue**"). WTC and Host are sometimes referred to herein individually as "**Party**" and collectively as "**Parties**."

The Parties agree as follows:

1. **Term.** This Agreement will be in effect beginning on the Effective Date and will expire sixty (60) days after the **2029** Event, unless earlier terminated under the terms of this Agreement (the "**Term**").
2. **Annual Payments.** With respect to each Event, NISC shall, under the terms of Exhibit A, pay WTC the amounts stated in Exhibit A (each, an "**Annual Payment**").
3. **Race; Event.** WTC shall be responsible for operating, in and around the Venue, an IRONMAN® 70.3®-branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 1.2-mile swim, 56-mile bicycle ride, and 13.1-mile run) (the "**Race**") and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the Race and any additional races added under Item B-7, an "**Event**"). Exhibit B sets forth the Parties' respective rights and obligations in connection with Event.
4. **Sponsorship & Expo Vendor Referrals.** Host shall not grant or sell sponsorships, official designations, Expo space, or any other rights at or in connection with the Event to any third parties.
5. **Host Support Services.** Host shall timely provide to WTC (or, as the case may be, shall timely provide for WTC's benefit), the services, equipment, value in-kind, personnel, and other items set forth in Exhibit C for each Event (collectively, the "**Host Support Services**"). The Parties acknowledge that, as indicated in Exhibit B, certain of the Host Support Services will be provided by the City (and not by the NISC) and certain other of the Host Support Services will be provided by the NISC (and not by the City). Unless otherwise expressly agreed to in this Agreement, Host shall provide the Host Support Services at Host's own cost.
6. **Sponsorship Benefits.** Subject to the terms of this Agreement, and with respect to each Event, WTC shall provide Host with the sponsorship benefits and rights set forth in Exhibit D for each Event (collectively, the "**Sponsorship Benefits**").
7. **General Terms.** Exhibit E contains additional general terms of this Agreement.

Exhibits, schedules, and other annexes or attachments referenced herein are integral parts of this Agreement and are incorporated herein by reference.



The Parties have executed and delivered this Agreement as of the Effective Date.

NORTH IDAHO SPORTS COMMISSION

WORLD TRIATHLON CORPORATION

By: _____
Name: BRITT BACHTEL-BROWNING
Title: PRESIDENT

By: _____
Name: MATTHIEU VAN VEEN
Title: CHIEF BUSINESS OFFICER

CITY OF COEUR d' ALENE

By: _____
Name: DANIEL K. GOOKIN
Title: MAYOR

ATTEST:

Name: RENATA MCLEOD
Title: CITY CLERK

[Exhibits directly follow this page]

**EXHIBIT A****ANNUAL PAYMENTS & WIRE INSTRUCTIONS**

1. **Annual Payments.** NISC shall pay the following Annual Payments to WTC:

Year	Annual Payment	Due Date
2027	\$25,000	September 1, 2027
2028	\$25,000	September 1, 2028
2029	\$25,000	September 1, 2029

2. **Wire Instructions.** Time is of the essence with respect to each such payment. All payments to WTC that are required or contemplated under this Agreement must be made in immediately available U.S. dollars via the following wire transfer instructions:

Bank Name: Bank of America, NY NY
Routing Number: 026009593
Account Name: World Triathlon Corporation
Account Number: 898052297785
SWIFT Code: BOFAUS3N

3. **Changes to Payment Instructions.** WTC does not change payment instructions and/or banking details by e-mail communication. If NISC receives an e-mail from WTC requesting that NISC wire or otherwise transfer funds, NISC must confirm the request and any corresponding instruction(s) by telephone with WTC before NISC initiates any transfer. Please confirm the request by calling WTC's Accounts Receivable Department at (813) 327-5613. WTC will not be responsible for any funds wired to an incorrect account.

* * * * *

[Exhibit B follows this page]



EXHIBIT B**PROVISIONS RELATED TO THE EVENTS**

1. **Authorization; Ownership.** Host authorizes WTC to prepare and conduct an Event in and around the Venue during each year of the Term. WTC is and will be the owner of each Event and nothing herein constitutes a license by WTC to Host or to any third party to establish or operate any Event or Race.
2. **Official Name.**
 - a. The official name of the Event will be **IRONMAN® 70.3® COEUR D'ALENE**. WTC may elect to add the name of a "title" sponsor and/or "presenting" sponsor to the official name of the Event (e.g., "[Title Sponsor] **IRONMAN® 70.3® COEUR D'ALENE**, presented by [Presenting Sponsor]").
 - b. When referring to any Event, Host shall, and shall use reasonable efforts to cause relevant third parties to, at all times use such official name of the Event (including mention of the official title sponsor, if any, and the official presenting sponsor, if any).
3. **Race Dates.** The Races each year of the Term will occur on the following applicable dates:
 - a. **2027 Race Date:** June 27, 2027
 - b. **2028 Race Date:** June 25, 2028
 - c. **2029 Race Date:** June 24, 2029
4. **Event Racecourse.** Host acknowledges that the Event racecourse, including all swim, bike, and run segments, is subject to WTC's prior written approval. If, in WTC's sole discretion, the racecourse as a whole, or any swim, bike, or run segment, fails to meet a minimum athlete satisfaction score of 85%, Host shall work with WTC in good faith to implement changes to bring the course in line with standards consistent with other high-quality IRONMAN® 70.3® races. Failure to implement such changes, or the Parties' inability to mutually agree on a racecourse route acceptable to WTC, may, at WTC's discretion, result in postponement or cancellation of the Event for the applicable Event year without liability.
5. **Event Changes.** WTC may in its reasonable discretion, in order to improve any Event, institute changes in the implementation or structure of such Event; provided, however, that no material change may be made to any previously confirmed location or venue(s) without the prior written consent of both Parties.
6. **World Championship Entries.** With respect to certain eligible top finishers of the Races, WTC will award non-transferable qualifying slots for entry in the applicable IRONMAN® 70.3® World Championship ("**Championship Slots**"). The number of Championship Slots applicable to each Race will be determined by WTC in its sole discretion, and may change each year.
7. **Additional Races.** WTC shall conduct an IRONKIDS® event in connection with each Event year during the Term. WTC shall also have the option to conduct, as part of any or all Events, a WTC-owned 5K Fun Run and/or a 5150™, IRONKIDS® and/or IRON GIRL® triathlon, duathlon, or run contemporaneously (e.g., during the same weekend) with the Race. WTC may create additional, race-specific logos for any such additional races conducted, and such logos will be subject to the same restrictions applicable to the Event Logos (as defined in Exhibit F) under this Agreement.
8. **Annual Donation.** In connection with each Event that takes place during the Term, WTC shall donate, or cause to be donated, a certain dollar amount (to be determined in WTC's sole discretion) to one or more local not-for-profit organizations through the Volunteerism Grant Program (the "**Annual Donation**"). Notwithstanding the foregoing, the Parties acknowledge that if WTC obtains permission from the Foundation (defined below) then WTC shall have the option to have all or part of the Annual Donation be made instead by The Ironman Foundation Inc., a Florida not-for-profit corporation (the "**Foundation**"). The Parties further acknowledge that if the Foundation so elects to make the Annual Donation then all terms and conditions (e.g., distribution allocation, recipients, etc.) of the Annual Donations shall be determined by the Foundation (and in the sole and absolute discretion of the Foundation's Board of Directors). The Parties further acknowledge that the Foundation is not owned or controlled by WTC.



* * * * *

[Exhibit C follows this page]



EXHIBIT C**HOST SUPPORT SERVICES**

With respect to each Event, and at **no cost to WTC**, Host shall, as the case may be, do, obtain, or provide (or cause to be done, obtained, or provided) the following:

1. **Approvals & Permits.** City shall ensure that, at no cost to WTC, WTC timely receives all governmental, regulatory, and third-party approvals, permits, access rights, business licenses, consents, ordinance exemptions, commitments, and licenses necessary or useful in connection with performance by Host or WTC of this Agreement, including without limitation the conducting of the Event, the Race, and the Expo, closures of roadways, use of amplified sound and music by WTC in connection with the Event, and Host's provision of the Host Support Services (collectively, the "**Approvals & Permits**"). City shall ensure that, 180 days prior to the Event, all Approvals & Permits with respect to the Event are obtained, and that all Approvals & Permits will remain in effect for and during the Event; in each case at no cost to WTC (e.g., no charges for site fees, access fees, rental fees, closure fees, licensee fees, application fees, environmental impact fees, permit fees, etc.).
2. **Ambulance Services.** City shall secure value-in-kind providers for EMS transport services for each Event. City shall ensure that ambulances will be distributed strategically at the Venue, transition area, celebration areas, along the Race route, and the Event medical area. City shall ensure that dedicated EMS units will be on hand to respond to emergency transport needs and the general public on the day of the Event.
3. **Electrical Services & Equipment.** To the extent electrical services and equipment are already present at the Venue and available for use by City, City shall provide access to and use of existing electrical power sources sufficient to meet the specific demands of each Event, including for all satellite and special Event sites, medical emergency areas, and the finish line. City shall ensure such power sources are available at the Event locations and shall grant WTC and its contractors all necessary access, permissions, and approvals to connect to such power sources. WTC shall be responsible for engaging certified technicians to install temporary electrical hook-ups and distribution and, if necessary, to supplement available power with generators, all in accordance with applicable construction codes and regulations.
4. **Internet Service.** To the extent internet service is already present at the Venue and available for use by City, City shall provide high speed internet service to all WTC workspaces (including, without limitation, all VIP areas, media areas, Expo areas, merchandising tents, athlete village areas, the transition area, and the beach/ swim areas).
5. **Law Enforcement / Emergency Services.** City shall be responsible, at WTC's sole cost, for providing all law enforcement personnel and emergency services (including police, sheriff, fire, ambulance/EMS, and other required public safety agencies) necessary to ensure public safety throughout the Event Period. City shall coordinate with all relevant local, regional, and state agencies to ensure adequate staffing and effective coverage of all Event areas, including the Venue, racecourse, transition areas, and all associated crowd-management zones based on WTC's guidance and standards.
6. **Media Coverage.** Host shall promote the Event in Host's owned media including coverage using its website, printed materials, frequent social media posts, and emails to its subscribers. Host's PR team will work with WTC to drive media coverage.
7. **No Construction.** Unless reasonably required and unavoidable, City shall not begin, permit, and/or effect any structural, engineering, beautification, or related works occurring during the Event Period.
8. **Parking.** City shall provide (or cause to be provided) parking staff, parking rentals, and satellite parking lots (with parking lot attendants) outside of the operations perimeter.
9. **Public Grants and Support.** Host shall use commercially reasonable to raise public grants and support for the Event. Host shall be entitled to keep any and all sponsorship fees, grants, financial support, or subventions of any nature whatsoever from or paid to Host by the federal government, any



state government, any municipal government, government board, government institution, or government firm relative to the Event.

10. **Racecourse Exclusivity and Condition.** City shall ensure that all roads, waterways, and all other public spaces to be used for the Race are closed to the public (to the extent such closure(s) are possible, but at a minimum, City shall restrict access to all roads, waterways, and other public spaces to the best of its ability) during the Race (and for a reasonable period before and after the Race) and are made exclusively available to WTC during such periods. City shall ensure that all Race routes within Venue limits are in good condition during the Event.
11. **Road Closures.** City will assist WTC, at WTC's cost, with coordinating with the local and regional police to create and implement the road closure plan for the Event. WTC shall cover all costs for any required permits or approvals necessary for road closures and traffic control.
12. **Street Cleaning.** City shall be responsible for sweeping and cleaning up all streets and other areas prior to and after each Event within City limits.
13. **Swim Course Ingress/Egress.** City shall ensure safe and adequate ingress and egress for the swim portion of the Race. This includes access points that accommodate athlete entry and exit, crowd control, and emergency response accessibility.
14. **Swim Site Access Fees and Permitting.** City shall pay and/or waive all access fees in connection with the swim portion of the Event including, without limitation, all site fees, visitor fees, park rentals, tent rentals, lifeguards, kayaks, boats, and all other fees related to user or access to the swim area facilities and amenities within the Venue.
15. **Terrorism and Counterterrorism Measures.** To the extent such measures are required by law or to the extent such measures are deemed necessary by local law enforcement (e.g., for the safety of the Event participants and spectators), City shall be responsible for any and all costs for counterterrorism measures required in connection with the Event, including, without limitation, equipment (e.g., suppression vehicles, jersey barriers, surveillance, etc.), and services.
16. **Traffic Control Services and Devices.** In coordination with local and regional police, WTC will, at WTC's cost, develop a road closure and traffic management plan to ensure a safe course for athletes and minimize impact on local residents. Throughout the course of the Event Period (and as necessary for each Race), City shall, at WTC's cost, be responsible for coordinating all traffic control personnel necessary to implement the plan, and all traffic devices and equipment necessary to implement the plan, including without limitation, engineering diagrams, variable message boards, barricades, traffic control fencing, cones, special event traffic signage, no parking signs, temporary traffic light systems, and traffic control vehicles (including vehicles equipped with yellow arrows). City shall coordinate with local, regional, and state police to ensure effective coverage of all Event areas, including the Venue, racecourse, transition areas, and crowd-management zones.
17. **Water Safety Personnel and Equipment.** City shall, at WTC's cost, be responsible for coordinating all water safety personnel and equipment necessary for the safe operation of the swim course. This includes, without limitation, lifeguards, paddleboards, kayaks, personal watercraft (PWCs), motorized boats, and any required tents or staging areas.
18. **Year-Round Warehouse Space.** City shall allow storage containers to be placed on City of Coeur d'Alene property.

* * * * *

[Exhibit D follows this page]

**EXHIBIT D****SPONSORSHIP BENEFITS**

The following Sponsorship Benefits will be provided to Host for each Event and/or each Race, as applicable:

1.	Designation:	(a) During the Term, solely within the Venue, the right to designate Host as the following in reasonable forms of advertising and marketing: OFFICIAL HOST PARTNER OF THE EVENT
2.	On-Site Activations:	Event Branding (a) Two (2) placement(s) of Host's logo on the camera side and two (2) placement(s) of Host's logo on the spectator side of the vertical (i.e. leg) of the finish line arch at each Event. (b) Two (2) logo inclusions on WTC's Event specific host/venue dasher boards. Such dasher boards to be provided at WTC's cost. (c) Inclusion of Host's logo on the media backdrop(s) at each Event. Event Materials (a) If a printed race program is produced for the Event, the right to provide Host-related content for one (1) full-page advertisement in the official printed race program (if any) produced for each Event. (b) If a printed race program is produced for the Event, the right to have Host's logo included within the printed 'Official Race Poster' (if any, not all Events may feature an Official Race Poster). Event Activation (a) The right to provide one (1) Host-branded item(s) (such as coupon(s), sample(s), gift(s), literature, brochure(s), etc.) for placement by WTC in the athlete race kits at each Event. (b) The right to have one (1) Host-branded zone or hot-spot on-course at each Event, which zone may include Host-branded demi arches or pillars, three hundred (300) feet of Host-branded snow fencing, six (6) Host-branded flags, and the ability to place an additional 100 meters of snow fencing at another mutually agreed upon location at the Event (provided, however, that such additional fencing will not be available in technical areas of the Event or within the final 250 yards of the Event). Host shall provide, at Host's cost, the Host-branded signage for placement at each such zone. All such Host branding is subject to pre-approval by WTC. (c) If a video display board is present at the Event, the right to provide Host-related audiovisual content (up to thirty (30) seconds (00:30) in duration) for use on the video display board at the IRONMAN Village, Athlete Briefing (pre, during, or post), Welcome Dinner (pre, during, or post), Finish Line, and Awards Ceremony (pre, during, or post) at each Event (not all Events may feature a video display board). Such content is subject to pre-approval by WTC, and such content will be produced by Host at Host's cost. (d) Ten (10) public announcer mentions, acknowledging Host's sponsorship of the Event, at the finish line of each Event. (e) Five (5) public announcer mentions, acknowledging Host's sponsorship of the Event, at the swim start and transition zone(s) (if applicable) of each Event. (f) The right to designate a dignitary to participate in key Event ceremonies, including presentation of prizes, banquet speech, and the official Race start (unless otherwise blocked due to pre-existing event title sponsorship rights). (g) Ability to place three (3) items of Host-branding at any relevant athlete banquet. IRONMAN Village (Expo)



		(a) Space in the Expo at each Event, up to 10 ft. x 20 ft. in dimensions, for use by Host. For such Expo space, Host will be provided with use of one (1) table and two (2) chairs and basic (i.e., 120V or local equivalent) electrical access. Host shall be responsible for any requested upgraded electrical access (i.e., 240V or local equivalent), tent, and other on-site items or services as may be required by Host for each such Expo space. (b) If an Expo stage for presentations is present at the Event, the opportunity for a Host representative to conduct a thirty (30) minute presentation on stage at the Expo at each Event. All content, speakers, and other activities included in such presentation are subject to pre-approval by WTC. (c) Public announcer mentions, acknowledging Host's sponsorship of the Event, periodically during the Expo at each Event. The Host shall provide the content of such announcements to WTC reasonably in advance.
3.	Participant Database, Website, Social Media:	Website. Inclusion of the Event Logo, with a link to Host's website, on the sponsorships page (or in the sponsorships section) of the Event website. Email. The right to provide Host-related content for inclusion in three (3) email(s) to those individuals who have opted-in to receive such email communications. Athlete Guide. If a digital athlete guide is produced for the Event, the right to provide Host-related content for one (1) full-page advertisement in the digital athlete guide. Social Media (a) Host's name, logo, and/or content to be included in one (1) Facebook post on the applicable regional page(s) or Event-specific Facebook page(s) announcing partnership. (b) Host's name, logo, and/or content to be included in one (1) X (Formerly Twitter) post on the IRONMAN brand account announcing partnership. (c) The right to provide Host-related content for two (2) social media post(s) per Event on the applicable Event-specific or region-specific Facebook page.
4.	Photo and Video Usage:	Event Photos (a) During the Term, solely within the Venue, Host will have a license to use Event Photos as may be provided by WTC (or as may be sourced from WTC's official third party photo service provider (if such third party provider photos are used, at Host's cost)) to Host for marketing and advertising purposes as further described below, in each case, provided that: (i) such use is solely for purposes of advertising Host's sponsorship of the Events; (ii) such use is subject to pre-approval by WTC in accordance with <u>Item E-2(d)(ii)</u>; (iii) such use complies fully with the terms of this Agreement, including without limitation, <u>Item E-4</u>, and all guidelines of WTC's Media and Television departments, including, without limitation, inclusion of proper copyright and attribution notices; and (iv) such use is subject to WTC's third-party photo service provider's terms and conditions (if such Event Photos were sourced from them). For the avoidance of doubt, except as otherwise specifically provided in this Section, in no event may Host (or any of Host's employees, representatives, or agents) take photographs at any Event with the intention of using such content to advertise Host's sponsorship of such Event or in any commercial manner. (b) if Host requests photography access to an Event, and such request is approved by WTC, then during the Term, Host will have the right to use still photographs and video footage or content taken by an employee or representative of Host (the "Host Photographer") at such Event (collectively, the "Host Content"), provided that: (i) Each and every instance of use of any Host Content is subject to pre-approval by WTC in accordance with <u>Item E-2(d)(ii)</u>; (ii) Such use is solely for purposes of advertising Host's sponsorship of the Events;



		(iii) Such use complies with all WTC sponsor photography general terms and conditions, and the Host Photographer complies fully with all instructions of WTC's applicable Event operations team (including without limitation with respect to access to certain Event areas); (iv) Subject to pre-approval by WTC in accordance with subsection (i) above, Host may use Host Content of such Event (captured by the Host Photographer) on Host's official website and Host's official Facebook page, official X (f/k/a Twitter) account, and official Instagram account, but not on any Host YouTube account and any other forms of social media now known or hereafter devised (collectively, the "Approved Social Media"); provided, that in no event may Host use any video or moving footage or content (including Host Content) of any Event, or any video or moving footage or content (including Host Content) including any sponsorship designation, Event Mark, Event Photo, Host Content, or any other intellectual property of WTC (in each case, whether such footage is owned, or was taken or produced, by WTC, Host, the Host Photographer, or any other third party) in any way in any television or internet broadcast or commercial, documentary, movie, web series, or mini-series; (v) In no event may Host: (A) use the Host Content on any merchandise, products, or services; (B) distribute or sell the Host Content to any third party or use the Host Content in other commercial manner; or (C) use any Host Content after the expiration or earlier termination of this Agreement; and (vi) Host shall be responsible for any appearance releases that might otherwise be required as to any person appearing in any Host Content. Event Footage. During the Term, solely within the Venue, Host will have a license to use Event Footage, as may be provided to Host by WTC (in WTC's discretion), on Host's official website and Host's Approved Social Media, provided that: (i) such use is solely for purposes of advertising Host's sponsorship of the Events; and (ii) such use complies fully with (A) the terms of this Agreement, including without limitation, <u>Item E-2(d)(ii)</u> and <u>Item E-4</u>, and (B) all guidelines of WTC's Media and Television departments, including, without limitation, inclusion of proper copyright and attribution notices. For the avoidance of doubt, except as otherwise specifically provided in this Section, in no event may Host (or any of Host's employees, representatives, or agents) take any video footage or content at any Event with the intention of using such content to advertise Host's sponsorship of such Event or in any commercial manner.
5.	Race Entries:	(a) <u>Complimentary Race Entries.</u> WTC shall provide NISC with three (3) complimentary race Entries (i.e., to participate as an age-group athlete) for the Event for use by NISC subject to the terms of this Agreement, including <u>Item E-2(f)(ii)</u>. Each Entry is only for the specific race and specific year, and cannot be used for, or deferred for, entry in any other race or the designated race in a later year. WTC reserves the right to deny the use by any specific individual(s) of any Entries.

* * * * *

[Exhibit E follows this page]



EXHIBIT E**GENERAL TERMS****1. Financial Matters.**

- a. Annual Payments. With respect to each Event, the NISC shall pay (and the City shall not be responsible for paying) to WTC the Annual Payment under the terms of Exhibit A.
- b. Taxes. Any Annual Payment(s) or other fees set forth in this Agreement are exclusive of taxes or fees, which are the responsibility of Host. All taxes and fees (including without limitations any foreign taxes and fees (e.g., sales tax, HST, VAT)) shall be borne by Host and shall be applied in accordance with the then applicable tax laws for each respective state, province, country, or otherwise.
- c. Entry Fees; Other Revenues. Except as may be otherwise expressly specified in this Agreement, WTC shall be entitled to receive and retain all Event/Race entry fees, and all other revenues and value in-kind in connection with the Events, including without limitation all revenues from merchandise sales, sponsorships, hospitality passes, VIP passes, exposition booth sales, product licenses, television licenses, and photograph sales.
- d. Costs. To the extent Host does not timely provide any portion of the Host Support Services, or to the extent any Local Disruption (defined below) causes or contributes to any postponement, rescheduling, relocation, interruption, modification, cancellation, or other disruption of an Event, then, upon written request from WTC, Host shall, within thirty (30) days after delivery of such notice to Host, reimburse WTC for all reasonable and documented cost and expenses WTC incurs, or will incur, in connection therewith, including without limitation costs to obtain or provide any Host Support Services not provided by Host, athlete communications, athlete refunds, deferrals or transfers, vendor rebooking or cancellation fees, personnel, equipment, storage, travel, permitting, venue, marketing, and other operational or administrative costs. Such right of reimbursement does not limit WTC's remedies with respect to Host failing to provide any of the Host Support Services or with respect to any Local Disruption.

2. Certain Obligations of Host.

- a. Host Support Services. Unless otherwise expressly agreed to in this Agreement, Host shall provide the Host Support Services at Host's own cost. Host Support Services may be modified from time to time by WTC in its reasonable discretion, provided that no such change (i) results in any material additional cost or expense to Host or (ii) requires Host to do anything Host is not authorized, or does not have legal jurisdiction, to do or cause to be done.
- b. Compliance with Law. In connection with each Event and Host's performance of its obligations under this Agreement, Host shall comply with all applicable laws, rules, and regulations.
- c. Operational Aspects. In order to facilitate proper and timely planning, implementing, and conducting of each Event by WTC, Host shall, and shall cause each of its representatives, agents, and contractors to, follow instructions, solely regarding Event-related operational or technical issues, from WTC or any third party designated by WTC.
- d. Intellectual Property and Approvals
 - i. Intellectual Property of WTC. Except with respect to the Event Logo (the use of which by Host being subject to Item E-4 (Intellectual Property Rights)), Host shall not, without WTC's prior written consent, use any intellectual property rights of WTC, including without limitation the Ironman®, 70.3®, Iron Girl®, IRONKIDS®, Velothon®, Cape Epic®, 5150®, and Rock 'n' Roll® marks and names, the "M-Dot" logo, and the "K-Dot" logo. Host shall promptly inform WTC of any possible misuse or infringement by any person or entity of the Event Logo or any other intellectual property of WTC.



- ii. Approvals. All content, audiovisuals, gifts, coupons, samples, materials, designs, video, advertising, announcements, press releases, marketing, and other items provided by or on behalf of, or to be used for, Host in connection with this Agreement are subject to WTC's prior written approval, which will not be unreasonably withheld. Any such item rejected by WTC shall not be used. All artwork and copy for signs is subject to the written approval of WTC prior to commencement of sign writing. Any and all advertising, promotional and display materials used by Host in connection with this Agreement or the Event and any material used by Host which bears any Event name or logo, Event Photo (defined below), Event Footage (defined below), or any other intellectual property of WTC shall not include references likely to offend the general public or to reflect unfavorably on the good name, goodwill, reputation and image of WTC, their respective affiliates, any Event, or be contrary to any applicable laws.
- e. Signage; Materials; Content. All costs for activation materials, including design, production, and delivery (as agreed in advance with Host), required for the Sponsorship Benefits, including signage, banners, boards, branding, or other Host-branded materials, shall be the sole responsibility of Host and are in addition to the Annual Payments, unless otherwise stated in Exhibit D. Host hereby grants to WTC the right to use Host's logos and trademarks at or in connection with the Event(s) and WTC's performance of this Agreement. Host shall provide to WTC, at Host's cost (unless otherwise stated in Exhibit D), all Host-branded materials (e.g., kit inserts, snow fencing, banners, etc.) and all Host-related content (e.g., for public announcer mentions, e-newsletters, banner advertisements) referenced or contemplated in Exhibit D. WTC will notify Host of all applicable deadlines for providing logos, signage, materials and content. Host acknowledges that if Host fails to meet any such deadlines, WTC may not be able to provide the applicable Sponsorship Benefits (which shall not be a breach of this Agreement by WTC). The precise size, nature and location of any and all signage or other branding benefits under this Agreement shall be determined by WTC. Host further acknowledges that in the event that Host alters or changes any of its logos or marks during the Term, all costs relating to replacement of signage must be borne by Host.
- f. Event Participation and Access.
 - i. Expo or Other Designated Space. If Host has the right under Exhibit D to use Expo (defined below) booth space or designated space in any participant, finisher, spectator, hospitality, sponsor, supplier or any other Event-related festival, village, or area (whether before, on, or after race day) at any Event, Host may use such space to promote its products and services, provided that Host and its employees and agents comply with all rules and regulations for such Expo or other area, including without limitation any rules and regulations provided to Host (or its employees and/or agents), any instructions or directions issued by WTC's on-site staff at any Event, and those rules set forth at <https://expo.ironman.com/expo-terms-conditions> (or such other URL locations as WTC may provide and which may be amended from time to time without notice). For the avoidance of doubt, (a) references in the linked rules to "Operator" shall refer to WTC and references to "Exhibitor" shall refer to Host, and (b) the following sections of the linked rules shall not apply and, instead, will be governed by the terms of this Agreement: "Other Cancellations and Changes," "Assignment; Binding Effect; No Third-Party Rights," "Relationship of the Parties," "Governing Law; Dispute Resolution," "Interpretation," and "Entire Agreement; Modification; Severability." All drayage and other costs associated with the use of any such space shall be the responsibility of Host, unless otherwise stated in Exhibit D.
 - ii. Race Entries. If NISC has the right under this Agreement to receive any race entries (the "**Entries**"), the Entries must be used by NISC solely for non-commercial community, promotional, charitable, volunteer appreciation, employee recognition, or similar goodwill purposes in connection with the Event, and may be provided to individuals selected by NISC for such purposes only with WTC's prior written approval. The Entries cannot, without WTC's prior written approval, be advertised or marketed as a "gift with purchase" or otherwise offered for sale. NISC shall not hold itself out, represent, or imply, to any recipient (each, an "**Athlete**") of any of the Entries, or to any other third party, that



NISC represents or is an agent of WTC. NISC shall provide to WTC the name and email address for each Athlete at least sixty (60) days prior to the applicable race, and inform the Athletes (and anyone else to whom any Entries are offered) of the following requirements: (a) No Entry may be sold, assigned, or otherwise transferred by any Athlete (or by anyone else after distribution by Host); (b) WTC will email online registration instructions to the Athletes; (c) Each Entry is for only the specific race, in the designated year, and cannot be used for any other race, or deferred for Entry in such race in a later year; (d) Athletes must register online with WTC no later than forty-five (45) days prior to the applicable race or else the Entry will be null and void, without any refund right or any other right to compensation or reimbursement; and (e) Athletes must have a valid national federation license on the day of the applicable race or purchase a one-day membership on-site at the race during athlete check-in. WTC reserves the right to deny, for good cause, the use by any specific individual(s) of any Entries (in the event of any such denial, NISC shall be permitted to substitute individuals reasonably acceptable to WTC to use such Entries). Without limiting the immediately preceding sentence, NISC shall not provide any Entries to any person: (a) with a material relationship with any event organization or company that is a competitor of WTC; (b) who is a member of the IRONMAN Pro Membership program or is otherwise a professional triathlete; or (c) who is currently banned from competing in any WTC race (whether for violation of anti-doping rules, or otherwise).

- g. Information Updates. Host shall, upon request from WTC, promptly inform WTC as to the status of the performance of Host's obligations hereunder, including without limitation regarding the Host Support Services.
- h. Representations. Host covenants that each of the representations and warranties made by Host in Item E-7 will be true and complete at all times during the Term.
- i. Unauthorized Drones. During the Event, Host shall make commercially reasonable efforts to prohibit the use of drones in and around the racecourse by third parties that have not been approved by WTC.
- j. Local Disruptions. City shall be responsible for identifying, preventing, and mitigating any local event, activity, condition, or circumstance that may interfere with the Event, including elections, civic or community events, government activities, public works, construction, permitting issues, law enforcement or public safety constraints, or other local matters (each, a "**Local Disruption**"). City shall promptly notify WTC of any actual or reasonably anticipated Local Disruption and shall work with WTC and applicable local stakeholders, at City's cost, to avoid or minimize its impact on the Event. If a Local Disruption causes or contributes to any postponement, rescheduling, relocation, modification, interruption, or cancellation of the Event, Host shall remain responsible for its obligations under this Agreement, including NISC's payment of the Annual Payment, which shall remain fully earned and payable as and when due without reduction, setoff, credit, or deferral, and reimbursement of WTC's incremental costs under Item E-1(d), unless WTC agrees otherwise in writing.

3. Certain Obligations of WTC. Subject to the terms of this Agreement, and with respect to each Event:

- a. Operations, Equipment, and Personnel. Except to the extent required to be provided or obtained by Host as part of the Host Support Services, or as may be otherwise required under this Agreement, WTC shall provide for (or cause to be provided) all Race-related equipment, supplies, personnel (including volunteers and a local Race Director), training of personnel (including volunteers), Race manuals/programs, racecourse route determination and design, racecourse set-up and tear-down, online and on-site athlete registration and check-in, welcome functions, award ceremonies, procurement of facilities, facility decoration, and all other technical and operational aspects of the Race. WTC may require that each Event use Race timing, registration, photography, or other services provided by WTC or any of its affiliates, designees, or service providers.
- b. Expo. WTC shall provide for a multi-day vendor exposition at each Event (the "**Expo**"), which Expo may be referred to as the "IRONMAN Village" or other name chosen by WTC. At the Expo, WTC (or



its designee) may sell official IRONMAN®-branded (or any other) merchandise and services, and, to the extent approved in writing by WTC, Event sponsors and other Expo vendors may sell or otherwise distribute other merchandise and services. Except as may otherwise be required by applicable law, Host shall not charge or assess any fee, tax, surcharge, or other cost to or on any vendor, contractor, or any other party in connection with the Expo, or any athlete entry fees, sponsorships, or any other aspect of the Event.

- c. Website; Media; Broadcasts. WTC shall provide and maintain the official website that markets the Event(s) (the “**Event Website**”), WTC shall retain the rights to all imagery and audiovisual works in connection with each Event, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, Internet broadcast (audio or video), videotaping, filming, and photography, all of which, as between WTC and Host, is the sole property of WTC and will not be reproduced, remarketed, or otherwise distributed or publicly displayed by Host without the written permission of WTC. WTC may, in its sole discretion, grant or license any or all of these rights to third parties or to Host.

4. Intellectual Property Rights.

- a. Grant of Limited Rights. Subject to the terms of this Agreement, WTC hereby grants to Host the limited, non-assignable, non-sublicensable, non-exclusive license to use, during the Term, the Event Logo(s) (as defined in Exhibit F) in all reasonable forms of advertising and marketing, but only to the extent related to promotion of the Events, and subject in each instance to WTC’s prior written approval, which will not be unreasonably withheld. All uses of the Event Logo(s) by Host must comply with the Trademark Standards & Usage Guidelines set forth in Exhibit F.
- b. No Use on Products. Host shall not use, and shall not authorize, license, or permit any third party to use, the Event Logo(s) on or in connection with any products, merchandise, souvenirs, or other goods or services, in each instance unless pre-approved by WTC in writing.
- c. Ownership; Goodwill. Host acknowledges that WTC is the owner of the Event Logo(s) and Host shall not register, or apply to register, the Event Logo(s), any service mark, trademark, or domain name that is similar in any manner to, or that incorporates, the Event Logo(s), any of WTC’s other trademarks or other intellectual property, or any mark with the word “IRON,” or any equivalent term or phrase in any language. All goodwill and rights accruing or arising under the Event Logo(s), or in any copyrights or other intellectual property of WTC used in connection with this Agreement or any Event, enures solely to the benefit of WTC.
- d. Photo License. If Host has the right under Exhibit D to use any of the WTC-owned photographs, subject to any third-party intellectual property rights therein, of the Event as may be provided to Host by WTC (the “**Event Photos**”), Host’s license to use the Event Photos will be a limited, non-exclusive license (the “**Photo License**”). All uses of Event Photos must comply fully with the terms of this Agreement, including without limitation the pre-approval requirements under Item E-2(d)(ii). The Event Photos are, and will remain, the property of WTC. Any and all rights in, to, or under the Event Photos will enure solely to the benefit of WTC. Host shall not transfer or assign the Photo License or sub-license any of the Event Photos. The Photo License expires immediately upon expiration or earlier termination of this Agreement. In no event may Host use any Event Photo (i) on any merchandise, products, or services or in any television or internet broadcast or commercial, documentary, movie, web series, or mini-series or (ii) in any way that implies or suggests any endorsement by (or sponsorship by or association with) any specific athlete(s) (with respect to clause (ii), unless Host has an appropriate agreement with such specific athlete(s) that expressly permits such usage). For the avoidance of doubt, nothing in this section grants Host the right to use any Event Photos. Host will only have the right to use any Event Photos to the extent expressly granted under Exhibit D.
- e. Footage License. If Host has the right under Exhibit D to use any WTC-owned video or moving footage or content, subject to any third-party intellectual property rights therein, of any Event as may be provided to Host by WTC (the “**Event Footage**”), Host’s license to use the Event Footage will be a limited, non-exclusive license (the “**Footage License**”). All uses of Event Footage must comply fully with the terms of this Agreement, including without limitation the pre-approval



requirements under Item E-2(d)(ii). The Event Footage is, and will remain, the property of WTC. Any and all rights in, to, or under the Event Footage will enure solely to the benefit of WTC. Host shall not transfer or assign the Footage License or sub-license any of the Event Footage. The Footage License expires immediately upon expiration or earlier termination of this Agreement. In no event may Host use any Event Footage (i) on any merchandise, products, or services or in any television or internet broadcast or commercial, documentary, movie, web series, or mini-series or (ii) in any way that implies or suggests any endorsement by (or sponsorship by or association with) any specific athlete(s) (with respect to clause (ii), unless Host has an appropriate agreement with such specific athlete(s) that expressly permits such usage). For the avoidance of doubt, nothing in this section grants Host the right to use any Event Footage. Host will only have the right to use any Event Footage to the extent expressly granted under Exhibit D.

5. **Official Announcements; Promotions by Host.**

- a. Host Website. Host, on its website, shall prominently advertise the Event(s) and the fact that Host is hosting the Event(s), and at all times during the Term shall prominently display a link, on its website, to the Event Website(s).
- b. Announcements. Host shall not make any public announcements of a marketing or promotional nature (whether in writing, orally, via the Internet, or otherwise) of any Event without the prior written consent of WTC in each instance (which consent will not be unreasonably withheld), except that no such consent will be required to the extent such announcements are required of Host as part of the Host Support Services (or otherwise required of Host under the terms of this Agreement), or that:
 - i. are entirely administrative in nature, such as announcements informing the public regarding operational logistics or public safety matters (e.g., road closures, Event dates, Venue access);
 - ii. include only information in the public domain; and
 - iii. are not for purposes of marketing or promotion.
- c. Other Matters. Host shall not use the Event(s), any marketing opportunity related thereto or arising out of the Event(s), or the like, for any purpose other than to promote the Venue in a positive and universally appealing manner. To the extent Host is not prohibited by law from doing so, Host shall not permit any political statements, political campaign propaganda, or the like to be made (or made available) at the Event(s), or otherwise to be associated (or purported to be associated), whether directly or indirectly, with the Event(s) or the marketing thereof.

6. **Ambush Marketing.**

- a. “**Ambush Marketing**” means selling (e.g., including, but not limited to, sponsorship, merchandise, vendor space), advertising, or marketing, by any third party that is not a WTC-authorized sponsor, merchandiser, and/or vendor of the Event(s), where such selling, advertising, or marketing (i) is in connection with, or in proximity to, the Event(s), or (ii) otherwise has the effect of exploiting the goodwill of the Event(s) and/or gaining market exposure by way of intrusive and/or associative marketing practices.
- b. Host shall not cause, engage in, or permit any Ambush Marketing, and, except to the extent Host is prohibited by law from doing so, Host shall prevent and stop Ambush Marketing at, near, or in connection with the Event(s), including without limitation by:
 - i. causing its employees and agents to promptly report, to WTC and the proper Host authorities, any marketing or activity reasonably appearing to be Ambush Marketing;
 - ii. ensuring, prior to and during the Event, that the Event perimeter and any other key advertising locations under the Host's control do not carry any form of temporary advertising or promotional material relating to the Event, except as may be approved in writing by WTC (in WTC's sole discretion);



- iii. using, invoking, and applying Host's powers to protect all trademarks and copyrights associated with the Event;
- iv. preventing the distribution of product samples, premiums, promotional literature and other commercial and non-commercial materials within the established Event perimeter or adjacent to the Event site, except where expressly authorized by WTC;
- v. causing all signage and other physical items of Ambush Marketing to be taken down, moved, removed, and/or confiscated immediately by Host or, if applicable, law enforcement personnel; and
- vi. cooperating with WTC to prevent Ambush Marketing, as may reasonably be requested by WTC.

7. Representations and Warranties. Each Party represents and warrants that:

- a. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions contained herein;
- b. This Agreement is a legal, valid, and binding obligation of such entity, enforceable against such entity in accordance with its terms; and
- c. Neither the execution, delivery, nor performance of this Agreement by such Party violates or will violate or cause a breach of any other agreements or obligations to which it is a party or to which it is bound, and no approval, consent, notice, or other action by or to any third party or any commission, board, or other governmental authority or agency (collectively, "**Authorities**") is required in connection with the execution, delivery, or performance of this Agreement (except, with respect to WTC, certain permits, approvals, consents, notices, and other actions by Authorities may be required in connection with performance by WTC of this Agreement).

8. Termination.

- a. Subject to Item E-8(b): If either Party breaches a material provision of this Agreement, the non-breaching Party may terminate this Agreement upon thirty (30) days' written notice to the other Party (which notice must include a description of such breach) if, during such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.
- b. Notwithstanding anything to the contrary herein, WTC may immediately terminate this Agreement:
 - i. at any time if WTC gives written notice to Host that WTC has determined, in its reasonable judgment, that an Event is unlikely to occur or be sufficiently profitable to WTC whether due to: (A) revocation or cancellation of, or failure to timely obtain, any of the Approvals & Permits; (B) an insufficient number of paid entries or sponsorships received; (C) any condition with respect to the Venue that could jeopardize the practicability of conducting the Race as planned, or that could create a safety risk for any Race participants or other Event visitors; (D) a failure of the Parties to mutually agree upon a racecourse route that is acceptable to WTC; or (E) any Local Disruption
 - ii. if Host files, or in good faith has filed against it, a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law;
 - iii. if Host causes, engages in, or permits any Ambush Marketing; or
- c. Effects of Termination; Survival.



- i. Expiration or termination of this Agreement for any reason will not relieve either Party from its obligation to perform under this Agreement to the extent such performance is due prior to the effective time of such termination.
- ii. If this Agreement is terminated by WTC under the terms of Item E-8(a), Item E-8(b)(i)(E), or Item E-8 (b)(ii), all unpaid Annual Payment amounts will be immediately due and payable to WTC.
- iii. Each Party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued prior to the effective time of such expiration or termination.
- iv. All rights and obligations under this Agreement that arose or accrued prior to termination or expiration of this Agreement, and that, by their nature, should survive any such termination or expiration, will survive any such termination or expiration, including without limitation the rights and obligations set forth in Item E-1 (Financial Matters), Item E-10(Confidentiality), Item E-11 (Exclusivity), Item E-12 (Indemnification: General Limitation of Liability: Liquidated Damages), Item E-14 (Assignment: Binding Effect), Item E-15 (Relationship of the Parties), Item E-17 (Jurisdiction and Dispute Resolution), Item E-18 (Rights and Remedies), Item E-19 (Notices), Item E-20 (Enforcement of Agreement), Item E-21 (No Oral or Implied Waivers or Modifications), Item E-22 (Entire Agreement), and Item E-23 (Interpretation).

9. **Force Majeure.**

- a. In the event either Party is prevented from performing any of its obligations under this Agreement by reason of any event outside of such Party's control, including, without limitation, fire, weather, unsafe conditions, volcano, explosion, flood, landslide, epidemic, acts of nature, war, terrorism, or other hostilities, strike, civil commotion, domestic or foreign governmental acts, orders, or regulations ("**Force Majeure Event**"), then such obligations of such Party during the duration of such Force Majeure Event, and for a reasonable time thereafter, will be suspended.
- b. Notwithstanding the foregoing, a Local Disruption will not constitute a Force Majeure Event for Host and will not excuse, suspend, reduce, or defer NISC's obligations to pay any Annual Payment, Host to provide the Host Support Services, reimburse WTC under this Agreement, or mitigate the impact of the Local Disruption, unless WTC agrees otherwise in writing. A Local Disruption will not be treated as a Force Majeure Event merely because it involves or results from a governmental act, order, regulation, permitting issue, law enforcement or public safety constraint, election, civic event, public works, construction, or other local matter.
- c. In the case of cancellation of an Event due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule such Event if practicable. If such canceled Event cannot reasonably be rescheduled or relocated within the Venue, neither Party shall be deemed to be in breach of this Agreement solely because of such cancellation. Neither any such cancellation, rescheduling, or relocation, nor the inability to reschedule or relocate, will, by itself, cause this Agreement to terminate. For purposes of this Agreement, neither the cancellation by WTC of any leg of the Race (e.g., the swim leg), nor the modification of the Race (e.g., distances, routes, etc.), will be deemed to be a cancellation of the Event.

10. **Confidentiality.**

- a. During the Term and the 36-month period thereafter, each Party (the "**Receiving Party**") shall, other than as provided herein, keep confidential and not use or disclose, directly or indirectly, any of the terms of this Agreement, any trade secrets, confidential, or proprietary information, or any other knowledge, information, documents, or materials, owned, developed, or possessed by the other Party, whether in tangible or intangible form (collectively, "**Confidential Information**"), except as may be required by law or order of a court of competition jurisdiction subject to the requirements set forth in Section 10(f).
- b. Confidential Information does not include any information that the Receiving Party conclusively establishes: (i) entered the public domain without Receiving Party's breach of any obligation owed



- to the disclosing Party; (ii) became known to the Receiving Party prior to the disclosing Party's disclosure of such information to such Receiving Party; (iii) is permitted to be disclosed by the prior written consent of the disclosing Party; (iv) became known to the Receiving Party from a source other than the disclosing Party, other than by breach of any obligation of confidentiality owed to the disclosing Party; or (v) was independently developed by the Receiving Party without breach of this Agreement.
- c. The Receiving Party shall take all lawful measures to prevent the unauthorized use and disclosure of Confidential Information, and to prevent unauthorized persons or entities from obtaining or using Confidential Information. The Receiving Party shall refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of Confidential Information.
 - d. The Receiving Party may disclose Confidential Information to its officers and employees to the extent necessary to enable the Receiving Party to perform its obligations hereunder, but only if such officers and employees shall have entered into appropriate confidentiality agreements for secrecy and nonuse of Confidential Information which by its terms shall be enforceable by injunctive relief by the disclosing Party. The Receiving Party shall be liable for any unauthorized use and disclosure of Confidential Information by any of its officers or employees.
 - e. The Receiving Party may disclose the terms of this Agreement to (i) its attorneys and other professional advisors who have a professional duty to the Receiving Party to keep confidential such information or (ii) a third party that has entered into a reasonably standard confidentiality agreement with the Receiving Party that prohibits such third party from disclosing such terms, where such third party requires to review this Agreement for purposes of evaluating a proposed (A) purchase by such third party of assets of or equity interests in the Receiving Party or (B) financing transaction involving the borrowing of funds or establishing a credit facility or other financing arrangement, in each case where Receiving Party would be the borrower or guarantor of such debt.
 - f. If the Receiving Party is required to disclose Confidential Information in order to comply with applicable law, regulations, court order, or other legal process, the Receiving Party agrees to provide reasonable advance written notice to the disclosing Party and each of the Parties shall use its reasonable efforts to secure confidential treatment of the Confidential Information to be disclosed (whether through protective orders or otherwise) and to ensure that only the minimum amount of Confidential Information necessary to comply with such requirements is disclosed.

11. Exclusivity.

- a. Use of Racecourse and Event-Related Areas. Notwithstanding anything to the contrary in this Agreement: During the period between (and including) the Monday preceding each Race date until (and including) the Friday following each Race date (collectively, the "**Event Period(s)**"), Host shall not produce, conduct, host, or permit any event (other than such Event) that takes place, in whole or in part, on any portion of the racecourse or at any Event-related area; provided, however, that during the Event Period (excluding Race day) private functions and corporate events may take place but only if such events do not do or include any of the following:
 - i. include any endurance-, running-, road cycling-, or swimming-related race, competition or event;
 - ii. include any vendor exposition, tradeshow, and/or the selling of any merchandise and/or services;
 - iii. occur on the racecourse or at any other area where any part of the Event is being conducted, or adversely affect the ingress or egress to or from any such areas;
 - iv. in any way jeopardize or adversely impact Event production or operations;
 - v. infringe on any WTC intellectual property rights; or



- vi. include or constitute Ambush Marketing or otherwise promote themselves as purportedly being part of or in connection with the Event).
- b. Advertising Other Triathlon, Running, & Cycling Companies or Long-Distance Triathlons, Marathons, & Cycling Races. Except for the Pre-Existing Race, during the Term, Host shall not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (i) any other triathlon event series or company, including but not limited to World Triathlon (f/k/a International Triathlon Union), Professional Triathletes Organization (PTO), Revolution3 Triathlon, Life Time Fitness Triathlon, Challenge Family Triathlon, CLASH Endurance, Topman Triathlon and HITS Triathlon (or any of their respective successors or assigns), (ii) any person, entity, or group (other than WTC or any subsidiary or licensee thereof) that operates, organizes, produces, or is otherwise involved in any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by World Triathlon), (iii) any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by World Triathlon), unless such triathlon is owned or operated by WTC or any subsidiary or licensee of WTC, (iv) any other endurance series or events, including but not limited to any running series or company and any cycling series or company, (v) any person, entity, or group (other than WTC or any subsidiary or licensee thereof) that operates, organizes, produces, or is otherwise involved in any running or cycling races, or (vi) any running or cycling races, unless such race is owned or operated by WTC or any subsidiary or licensee of WTC.

"Pre-Existing Race" means the "Coeur d'Alene Triathlon & Duathlon" consisting of an Olympic distance triathlon (1.5 kilometer swim, 40 kilometer bike, and 10 kilometer run), the Spring Dash (0.5 kilometer swim, 20 kilometer bike, and 5 kilometer run), and a duathlon (5 kilometer run, 40 kilometer bike, 10 kilometer swim), provided that, the material terms of such Pre-Existing Race does not change (e.g., race distances, dates, locations, etc.). If the material terms of the Pre-Existing Race change at any time, WTC reserves the right, in its sole discretion, to determine whether the "Coeur d'Alene Triathlon & Duathlon" shall continue to qualify as a Pre-Existing Race.

- c. Non-Competition. Except for the Pre-Existing Race, during the Term and the eighteen (18)-month period thereafter, Host shall not produce, support, advertise, promote, conduct, host, permit, or contract or partner with any person or entity (other than WTC or a subsidiary thereof) for or in connection with, any other triathlon, running event, or cycling event located, in whole or in part, within the Venue or anywhere within 75 miles of the Venue if such event features any race distance longer than that of: an "Olympic" distance triathlon (as such distance is defined by World Triathlon), a 5k run, or 60k cycling event.

12. Indemnification; General Limitation of Liability; Liquidated Damages.

- a. Each Party (the "**Indemnifying Party**") shall indemnify, protect, defend and hold harmless the other Party, its parent, subsidiaries, and affiliates, and each of their respective directors, officers, employees, contractors, volunteers, representatives, and agents (collectively, the "**Indemnified Parties**"), from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including without limitation, attorneys' fees, court costs, and other legal expenses ("**Claims**"), arising out of, directly or indirectly, or in connection with: (i) any breach or alleged breach of any provision of this Agreement by the other Party or any representation or warranty made by the other Party herein; (ii) any act or omission to act by the other Party, or any of its employees, servants, or agents; (iii) any facilities, venues, or accommodations provided by or on behalf of such Party that violate any applicable laws (including, without limitation, the Americans with Disabilities Act); or (iv) any dangerous conditions on, or with respect to, any roads, facilities, venues, or accommodations controlled or maintained by such Party. Notwithstanding the foregoing, the Indemnifying Party shall have no obligation to indemnify any Indemnified Party to the extent that the applicable Claim is caused by the negligence or willful misconduct of such Indemnified Party.
- b. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT: EACH OF NISC'S AND WTC'S TOTAL MAXIMUM LIABILITY FOR ANY AND ALL LOSSES, INJURY, OR DAMAGES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHETHER ARISING OUT



OF BREACH OF CONTRACT, TORT, OR OTHERWISE) AND FOR ANY OTHER CLAIM, WILL BE LIMITED TO THE AMOUNT OF ANNUAL PAYMENTS (AS DEFINED HEREIN) BY NISC, UNDER THE TERMS OF THIS AGREEMENT, THAT ARE RECEIVED AND RETAINED BY WTC DURING THE THEN PRECEDING 24-MONTH PERIOD. THE LIMITATION OF LIABILITY SET FORTH HEREIN IS FOR ANY AND ALL MATTERS FOR WHICH EITHER NISC OR WTC MAY OTHERWISE HAVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, STATUTE OR OTHERWISE, AND THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

c. This Section will survive the expiration or termination of this Agreement for any reason.

13. Insurance. WTC and City shall, throughout the Term, obtain and maintain its own commercial general liability insurance for each Event from a reputable insurance company for claims of bodily injury, death, property damage, and personal and advertising liability, including contractual liability coverage and any and all litigation, arbitration and settlement costs, related to any claims for or by any Event participants, volunteers, referees, officials, scorekeepers, spectators, sponsors, and staff with a minimum combined single limit equal to but not less than two million U.S. dollars (\$2,000,000.00) per occurrence for any one incident or accident, and not less than five million U.S. dollars (\$5,000,000.00) in aggregate, which limits may be satisfied with any combination of primary and excess coverage; provided, that, any such excess coverage follows form of the primary coverage. WTC shall include the Host Indemnified Parties as additional insureds on a primary and non-contributory basis on its commercial general liability and umbrella liability (if any) policies for claims arising in connection with WTC's operations and activities related to the Event. City shall include the WTC Indemnified Parties as additional insureds on a primary and non-contributory basis on its commercial general liability and umbrella liability (if any) policies for claims arising in connection with City's operations and activities related to the Event. Certificates evidencing the foregoing required insurance must be provided, upon request, to the other Party.

14. Assignment; Binding Effect. No rights or obligations under this Agreement may be assigned or delegated by Host without the prior written consent of WTC. Any purported assignment or delegation in violation of this Section is void *ab initio*. All of the terms of this Agreement will apply to, be binding upon, and enure to the benefit of the Parties hereto, their successors, and permitted assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under this Agreement.

15. Relationship of the Parties. The Parties are acting herein solely as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way. Each Party will be solely responsible for all wages, income taxes, worker's compensation, and any other requirements for all personnel it supplies in connection with this Agreement.

16. Business Partner Code of Conduct. In performing its obligations under this Agreement, Host covenants to comply with WTC's Business Partner Code of Conduct ("Partner Code"), as amended by WTC from time to time, available at <https://legal.ironman.com/Partner-Code>. Host acknowledges WTC's right to monitor compliance with the standards and requirements set forth in the Partner Code, and agrees to provide written responses to queries and, to the extent necessary, to grant reasonable access to relevant documentation to the extent required to monitor compliance with the Partner Code. To the extent there is a conflict between the terms of this Agreement and the Partner Code, the terms of the Agreement shall prevail.

17. Jurisdiction and Dispute Resolution.

a. Governing Law. Notwithstanding the place where this Agreement may be executed by either Party, this Agreement and any claim, controversy, dispute or other matter arising hereunder or related hereto (whether by contract, tort or otherwise) shall be governed in accordance with the laws of the State of Florida, without regard to the conflict of laws provisions thereof that would result in the application of the laws of any other jurisdiction. In any litigation arising out of or relating to this Agreement, the Parties agree that venue shall be solely in either the United States District Court,



Middle District of Florida, Tampa Division, or a Florida state court located in Hillsborough County, Florida (each, a “**Tampa Court**”).

- b. Arbitration. If a dispute, claim or controversy, with the exception of claims for injunctive and/or other equitable relief for intellectual property violations, unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information arises out of, relates to, or is in connection with this Agreement, any amendment of this Agreement or any breach of this Agreement (“**Dispute**”), and if the Dispute cannot be settled through direct discussions between the Parties, the Parties agree to settle the Dispute by arbitration administered by the American Arbitration Association (“**AAA**”) whereby such Dispute shall be referred to a sole arbitrator selected by the Parties, or, if the parties are unable or unwilling to agree to such a selection, to AAA arbitration as the sole remedy as to all matters in Dispute, administered by the AAA in accordance with applicable Arbitration Rules to include the Optional Rules for Emergency Measures of Protection and Optional Procedures for Large, Complex Commercial Disputes, as interpreted and governed by the Florida Arbitration Code. The venue of any such arbitration shall be solely in Tampa, Florida. Judgment on the award rendered by the arbitrator may be entered solely in a Tampa Court. The arbitrator shall not have authority to award punitive or other damages in excess of compensatory damages and each Party irrevocably waives any claim thereto.
 - c. Enforcement. If either Party brings any arbitration or other action under this Agreement (including, without limitation, any challenge or appeal), the prevailing Party shall be entitled to recover from the other Party reasonable attorneys’ fees and costs (including, without limitation, the cost of such arbitration or other action). The Parties agree to authorize the arbitrator to determine both the entitlement and apportionment of such fees and costs.
 - d. Arbitration Charges. Each Party shall initially bear an equal share of the arbitrator’s compensation and administrative charges of the arbitration and shall make deposits with the AAA of its share of the amounts requested by the AAA. Failure or refusal by a Party to timely pay its share of the deposits for the arbitrator(s)’ compensation and administrative charges shall constitute a waiver by that Party of its rights to be heard, present evidence, cross-examine witnesses, and assert counterclaims. Informing the arbitrator of a Party’s failure to pay its share of the deposits for the arbitrator’s compensation and administrative charges for the purpose of implementing this provision will not be deemed to affect the arbitrator(s)’ impartiality or ability to proceed with the arbitration.
 - e. General. The requirement for arbitration will not be deemed a waiver of any right of termination under this Agreement and the arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to any such termination. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content, and result of arbitration in confidence. Any provisions of this Agreement not found to be in compliance with applicable law may be waived without effect on the agreement by the Parties to arbitrate as provided herein. Notwithstanding the foregoing, in the event of breach by a Party of any of its obligations hereunder, the non-breaching Party may seek injunctive or other equitable relief in any Tampa Court. A request by a Party to a court for interim measures shall not be deemed a waiver of the obligation to arbitrate.
- 18. Rights and Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.
- 19. Notices.** All notices, requests, demands, and other communications required or permitted hereunder must be in writing and will be deemed to have been duly given at the applicable address set forth below: (i) if delivered by e-mail, upon receipt of an electronic read receipt for delivery proof; (ii) if delivered by hand delivery, upon actual receipt; (iii) if delivered by certified or registered mail, three (3) business days after mailing; or (iv) if delivered by overnight delivery service by FedEx, UPS, or similar international delivery service, the next business day.



If to WTC:

WORLD TRIATHLON CORPORATION
 3407 West Dr. Martin Luther King Jr. Blvd., Ste. 100
 Tampa, Florida 33607
 Attention: Chief Legal Officer
 E-mail: legal@ironman.com

(or to such other person or address as WTC identifies to Host in accordance with this Section)

If to City:

CITY OF COEUR D' ALENE
 710 Mullan Avenue
 Coeur d' Alene, ID 83814
 Attention: City Clerk
 Email: cityclerk@cdaid.org

(or to such other person or address as City identifies to WTC in accordance with this Section)

If to NISC:

NORTH IDAHO SPORTS COMMISSION
 8759 S. Loffs Bay Road,
 Coeur d'Alene, Idaho 83814
 Attention: Britt Bachtel-Browning, President
 Email: bachtelbrowning@gmail.com

(or to such other person or address as NISC identifies to WTC in accordance with this Section)

20. Enforcement of Agreement. Host hereby agrees to waive all defenses, if any, to enforcement of this Agreement that Host might otherwise have under the doctrine of sovereign immunity (or similar doctrine) in connection with any law, regulation, ordinance, decree, order, or any other source or authority.

21. No Oral or Implied Waivers or Modifications. If either Party fails to enforce any of the provisions of this Agreement or any rights hereunder or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement. No waiver will be of any force or effect unless set forth in a writing signed by the Party whose right is being waived. Subject to the immediately preceding sentence, no modifications to this Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing signed by both Parties.

22. Entire Agreement. This Agreement (including all exhibits hereto) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and, with respect to such subject matter, supersedes all prior agreements, arrangements and understandings, written or oral, between the Parties. Except as may be expressly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect between the Parties.

23. Interpretation. The section headings included in this Agreement are for convenience of reference only and will not affect or be utilized in construing or interpreting this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by the arbitrator or a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause or provision and such invalid term, clause, or provision will be deemed to be severed from this Agreement, provided that both the economic and legal substance of the transactions that this Agreement contemplates are not affected in a manner materially adverse to either Party. This Agreement may be executed in counterparts, each of which will be deemed an original binding document but all of which will constitute one and the same instrument. Neither this Agreement nor any provision herein will be construed in favor or against either Party based on which Party drafted this Agreement or such provision. The exchange of copies of this



Agreement and of signature pages by facsimile transmission, by e-mail, in “portable document format” (PDF) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of any such means, constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement or signature pages for all purposes. For the avoidance of doubt: signatures of the Parties transmitted by facsimile, email, or other electronic means will be deemed to be their original signatures for all purposes.

* * * * *

[Exhibit F follows this page]

**EXHIBIT F****TRADEMARK STANDARDS & USAGE GUIDELINES****Sample Event Logo**

Each Event will feature one or more IRONMAN® 70.3®-branded logos customized by WTC for such Event (each, an “**Event Logo**”). WTC will design, create, and provide each Event Logo. The following is an example of an event logo from a different event:



WTC may elect to, from time to time, modify the Event Logo by adding the name of a “title” sponsor or “presenting” sponsor to such logo.

General

The Event Logo must be used consistently and not altered. Modifications, variations, and incorrect uses of any Event Logo dilute the IRONMAN® brand and create consumer confusion, and are therefore not permitted. You play a vital role in protecting the integrity of WTC’s intellectual property, such as the Event Logo. Please familiarize yourself with the following TRADEMARK STANDARDS & USAGE GUIDELINES, which you are required to follow when using any Event Logo in connection with any Event.

Pre-Approval Requirement

Without exception, all proposed uses of the Event Logo must be submitted to WTC for review **PRIOR TO USAGE**. All approval requests for use of any Event Logo must be submitted, along with a high resolution PDF image of the proposed use, to approvals@ironman.com for review by WTC. Please allow at least ten (10) business days for all approval requests to be answered. Any proposed use or item submitted that is not approved by WTC in writing within fifteen (15) days shall be deemed disapproved.

Trademark Ownership & Required Notice

Each Event Logo is, and shall remain, the property of WTC. Any and all rights to, in, and under the Event Logo, or any copyright or other intellectual property of WTC, shall enure solely to the benefit of WTC.

Notice must be given to the public that World Triathlon Corporation claims ownership of the Event Logo. Therefore, the following legal notice must clearly appear, in no smaller than 6-point size typeface, on all of your printed materials, products, websites, and all other items on which any Event Logo is used:

**IRONMAN® and 70.3® are registered trademarks of World Triathlon Corporation.
Used herein by permission.**

Other Requirements

Each use by Host of the Event Logo must:

- Be solely and directly related to performing Host’s obligations, or exercising its rights, under this Agreement;
- Not be on any merchandise or services for sale or distribution (except to the extent expressly and specifically authorized by this Agreement or separate written agreement with WTC);
- Not constitute or involve transfer or assignment of the License or sub-license of any Event Logo; and
- Not have anything embedded in, added to, or superimposed on the Event Logo, or have any colors or color scheme different than that approved by WTC.

General

Do not use “iron” (or any foreign translation thereof) as a prefix for, or component of, any words – whether displayed as one word (e.g., “ironwoman”, “ironfamily”, or “ironmate”), as two separate words (e.g., “iron woman”, “iron family”, or “iron mate”), or as a hyphenated word (e.g., “iron-woman”, “iron-family”, or “iron-mate”). (Exceptions include IRONMAN®, IRONKIDS®, and IRON GIRL®, all of which are trademarks owned by WTC.)

Please adhere to the following regarding use of the terms “IRONMAN®” and “IRONMAN® 70.3®”:

- IRONMAN® must be a single word, never hyphenated, and never capitalized as “IronMan”.
- IRONMAN® and 70.3® must be two (2) separate words separated by no more and no less than one (1) character space.
- IRONMAN® is a brand name – an identifier of a specific source of goods and services. It is not an



indicator of distance. "IRONMAN" must never be used as a standalone term or to denote distance. (e.g., never as "Ironman distance" or "Iron distance").

- IRONMAN® 70.3® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "IRONMAN" must never be used as a standalone term or to denote distance. (e.g., never as "half ironman", "half ironman distance", or "half iron distance").
- 70.3® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "70.3" must never be used as a standalone term to denote distance. (e.g., never as "70.3 miles")
- IRONMAN® should never be abbreviated as "IM."
- IRONMAN® 70.3® should never be abbreviated as "IM70.3."
- Stand-alone references to "an IRONMAN" or "a 70.3" are improper. Please add "triathlon" to such phrases (e.g., "an IRONMAN® 70.3® triathlon").

Please adhere to the following regarding use of the terms "IRONKIDS®":

- IRONKIDS® must be a single word, never hyphenated, and "IronKids" is always capital letter "I" and capital letter "K" when used in title case.
- IRONKIDS® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "IRONKIDS" must never be used as a standalone term or to denote distance. (e.g., never as "IronKids distance").
- IRONKIDS® should never be abbreviated as "IK."
- Stand-alone references to "an IRONKIDS" are improper. Please add "dip 'n' dash" or "fun run" or other applicable word to such phrase (e.g., "an IRONKIDS® fun run").

* * * * *

[The End]

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: **SEPTEMBER 1, 2026**

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

SUBJECT: **FISCAL YEAR 2026-27 FINANCIAL PLAN**

DECISION POINT: To approve Council Bill No. 26-1014, the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2026, in the amount of \$154,825,839.

HISTORY: Idaho Code requires the City Council to approve an appropriation ordinance each year. The ordinance establishes the City's legal spending authority and discloses the estimated property tax revenue necessary to balance the budget. The adopted financial plan provides the detailed revenue and expenditure information supporting the appropriations.

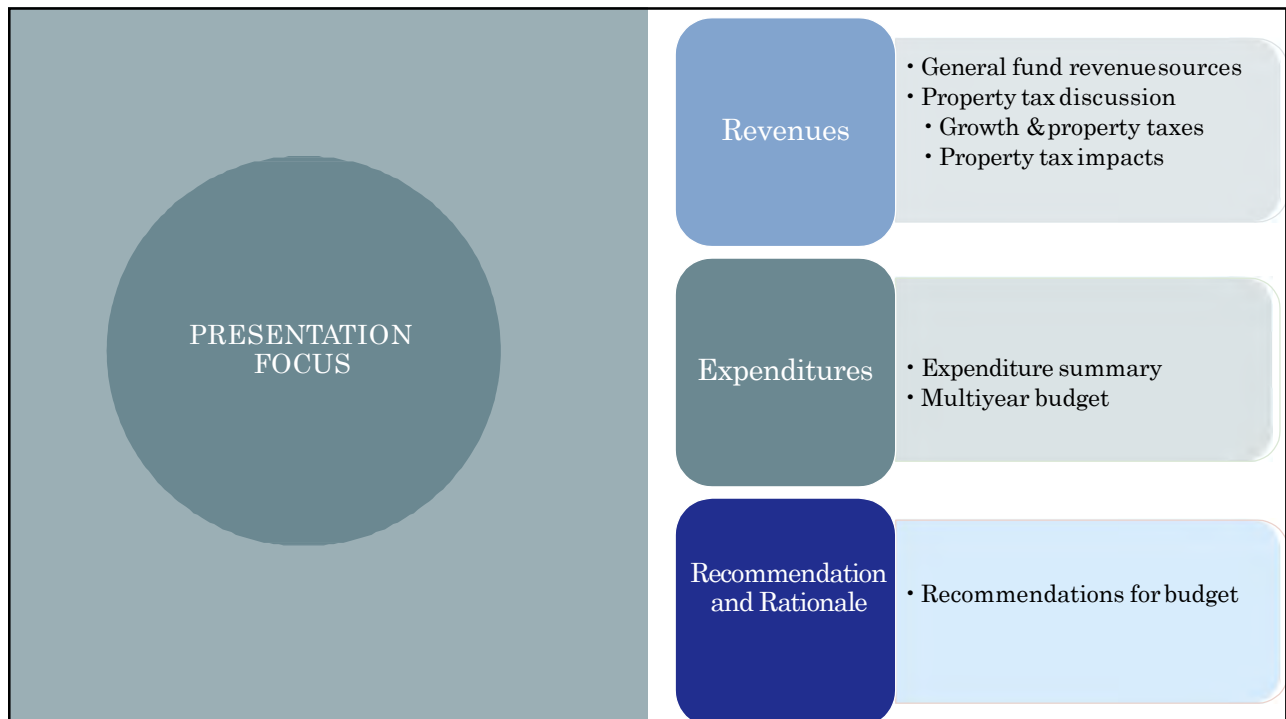
FINANCIAL ANALYSIS: The proposed FY 2026-27 financial plan estimates revenues and expenditures for the fiscal year beginning October 1, 2026. Consistent with Idaho Code 50-1002, the budget document presents actual revenues and expenditures for the two preceding fiscal years, the current-year budget, and proposed revenues and expenditures for the upcoming year. The appropriation ordinance establishes total expenditure authority of \$154,825,839: \$61,391,686 for the General Fund; \$17,972,981 for Special Revenue Funds; \$68,284,977 for Enterprise Funds; \$3,734,445 for Fiduciary Funds; \$1,479,000 for Street Capital Projects Funds; and \$1,962,750 for Debt Service Funds.

The proposed budget includes use of \$307,761 in forgone property tax authority for maintenance and operations and \$923,282 for capital projects. Based on the most recent taxable valuation estimates, the City's levy rate is expected to increase by approximately \$0.22 per \$1,000 of taxable value, or about \$100 per year on \$600,000 of taxable value. Actual impacts will vary based on changes in individual property values and exemptions. The expected levy rate for the city's property is expected to be \$2.79 per \$1,000 of taxable assessed value.

DECISION POINT: Approve Council Bill No. 26-1014, the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2026, in the amount of \$154,825,839.



1

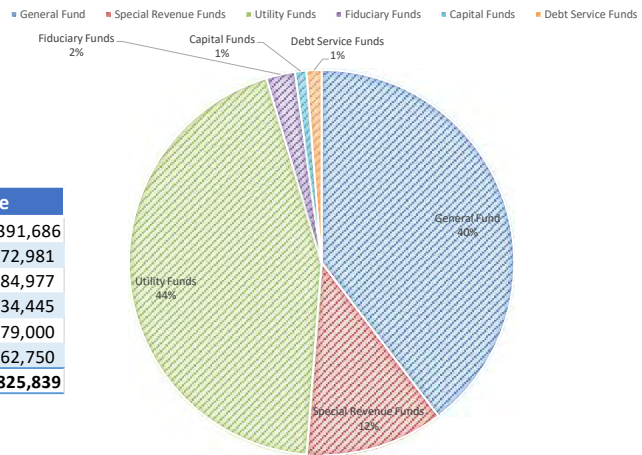


2

Budget at a Glance

Fund Category	FY27 Expenditure
General Fund	\$61,391,686
Special Revenue Funds	17,972,981
Utility Funds	68,284,977
Fiduciary Funds	3,734,445
Capital Funds	1,479,000
Debt Service Funds	1,962,750
Grand total Budgeted Expenditures	\$154,825,839

FY27 PROPOSED APPROPRIATIONS



3

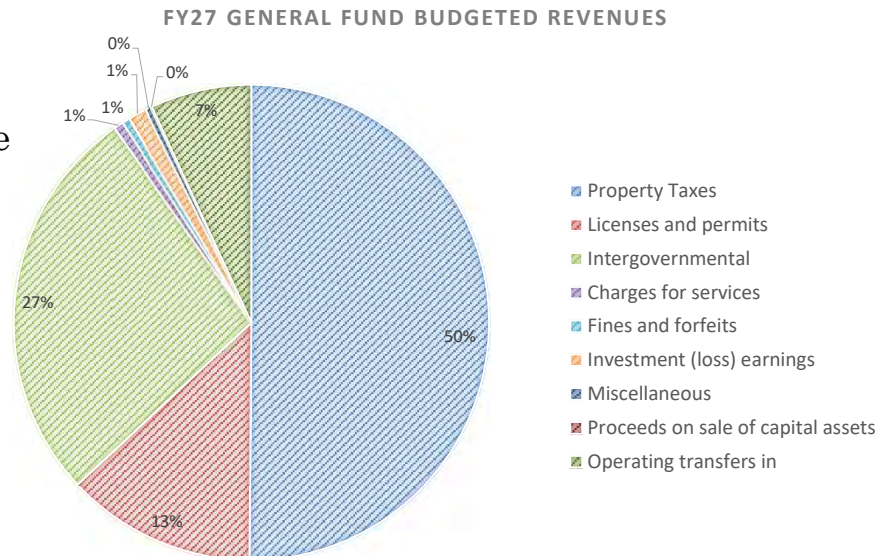
General Fund Revenue Overview



4

General Fund Revenue Overview

- Property Taxes are central to our operations.
 - They account for 50% of our operational revenue.



5

General Fund Revenue Overview

Revenue Category	2026 Adopted	2027 Requested	FY27 compared to FY26
Property Taxes	27,316,507	29,818,507	2,502,000
Licenses and permits	7,114,300	7,690,500	576,200
Intergovernmental	16,693,273	16,167,502	(525,771)
Charges for services	346,100	391,100	45,000
Fines and forfeits	307,700	307,700	-
Investment (loss) earnings	750,000	750,000	-
Miscellaneous	202,800	233,835	31,035
Proceeds on sale of capital assets	25,000	25,000	-
Operating transfers in	4,092,528	4,100,748	8,220
Total	56,848,208	59,484,892	2,636,684

6

Growth and the City's Property Taxes



7

City of Coeur d'Alene's Foregone Taxes

- Idaho law generally allows the City to increase the property-tax portion of its operating budget by up to 3% annually.
- In prior years, the City did not take the full allowable increase.

WHY: During those years, the new construction formula generated often **more than a 3% increase**.

8

Formula allowed revenue based on \$100M in new construction by year

Fiscal Year	Levy Rate per \$1,000 TAV	New Construction Revenue Earned on \$100m in New Growth
2016	5.857	585,749
2017	5.692	569,197
2018	5.314	531,448
2019	4.797	479,681
2020	4.311	431,145
2021	3.926	392,602
2022	3.483	348,298
2023	2.140	192,641
2024	2.385	214,646
2025	2.404	216,405
2026	2.426	218,381

9

City of Coeur d'Alene's Foregone Taxes

- In prior years where the City did not take the 3% allowable increase, the unused portion of the allowable increase was preserved as "foregone" taxing authority.
- The City's accumulated foregone balance is currently \$6.49 million.
- At a rate of 1% per year, reincorporating this foregone balance would take roughly 19 years to recapture.

10

GROWTH DETAILS FOR 2026-2027 LEVY



\$244M in new construction



Based on the new construction, the property tax formula adds just over \$592,000 in revenue to support this growth.



The city must serve this growth

- Streets,
- Public Safety,
- Cost to retain staff in high cost of living area, and many more...

11

GROWTH AND OUR TAXES

Revenue Loss from Limits:

Impact on City Budget:

- In the past, the city could cover rising costs using revenue from new growth. However, with this revenue much lower than necessary in prior fiscal years from formula limitations. The city must rely on levy increases approved by the City Council. Previously, these increases weren't necessary due to the new growth revenue.

Solution:

- Because the growth revenue lagged in prior years, city staff recommend a 3% increase in the levy budget total, including the recapture of 4% of previously foregone taxes.

12

City of Coeur d'Alene's Proposed Property Tax Levy for FY27

Property Tax Proposal	
Description	Amount
Prior year M&O Levy	\$ 29,304,774
Revenue from new construction	592,155
3% Allowable increase	879,143
Foregone recaptured for M&O	307,761
Foregone recaptured for Capital Expenditures	923,282
Total FY27 Levy for Operations	32,007,115

13

City of Coeur d'Alene's Proposed Property Tax Levy for FY27 - Estimated Taxpayer Impacts

Property Assessed Value less homeowners exemption	Adjustment for Homeowner's Exempt	Increase in Annual Tax Bill	Monthly Increase in Tax Bill
\$550,000	\$425,000	\$93.50	\$7.79
\$650,000	\$525,000	\$115.50	\$9.63
\$750,000	\$625,000	\$137.50	\$11.46
\$850,000	\$725,000	\$159.50	\$13.29
\$1,500,000	\$0	\$330.00	\$27.50

14

General Fund Expenditures

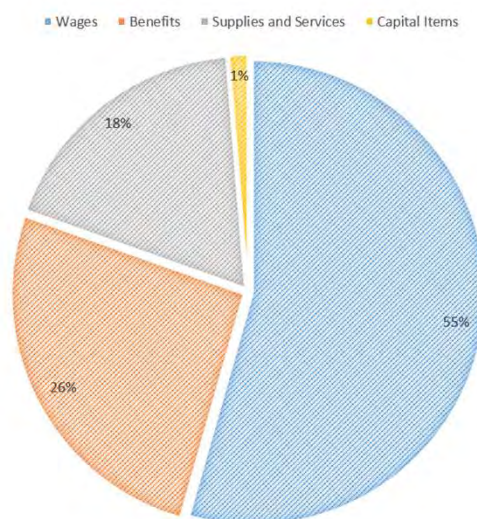


15

General Fund Expenditure Overview

- Because approximately 80% of the General Fund budget supports personnel, negotiated wages, health insurance, and staffing needs have a significant effect on the overall budget.

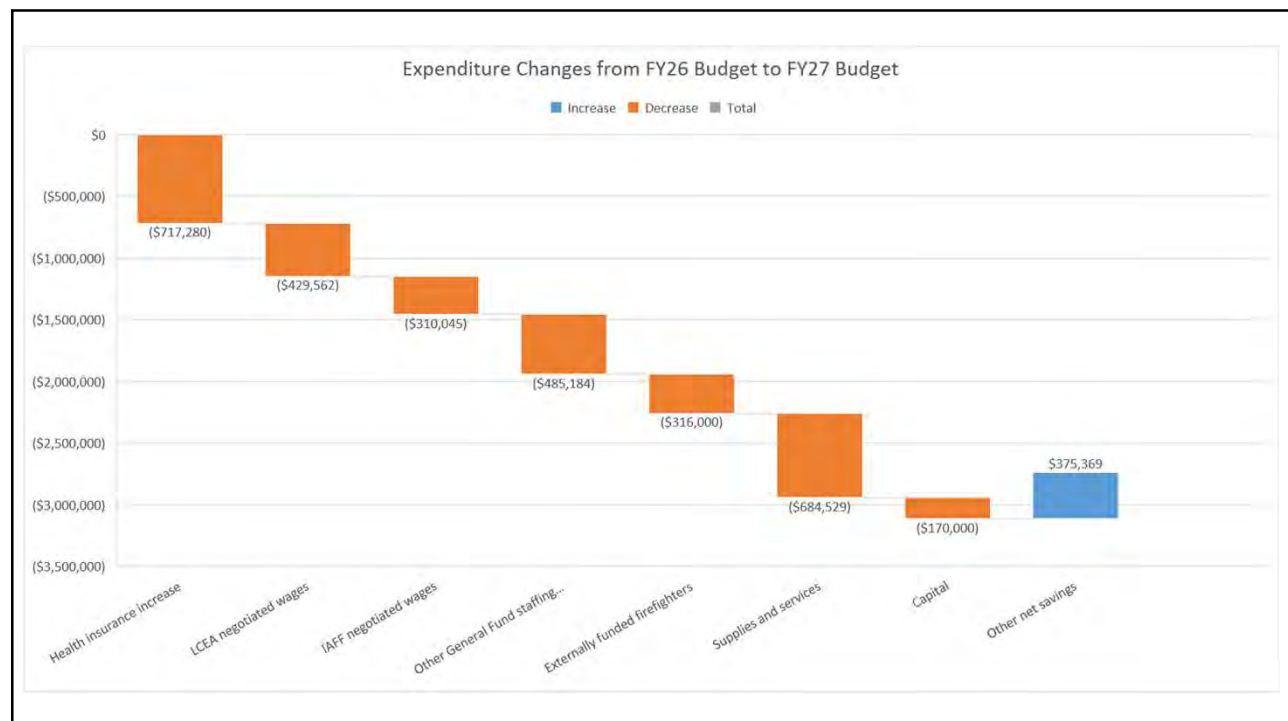
FY27 GENERAL FUND EXPENDITURES BY TYPE



16

Cost Changes		Proposed for Adoption
All General Fund - Wages and benefits		
Estimated City share of the 16% health insurance premium increase		(717,280)
3.5% negotiated increase for Lake City Employee Assoc.		(429,562)
3.5% negotiated wage increase for IAFF-represented Fire Department employees		(310,045)
	Subtotal	(1,456,887)
FTE Requests		
All other general fund department FTE requests		(485,184)
Externally funded firefighter positions		(316,000)
	Subtotal	(801,184)
Supplies and Service Increases		(684,529)
Capital Increases		(170,000)
Net impact of minor changes across expenditure categories (savings)		375,369
Total identified FY27 expenditure increases		(2,737,231)

17



18

Ongoing Deficit



19

FUND
BALANCE
AS
REVENUE

The FY27 budget includes \$1.9M in fund balance to supplement revenues & afford on-going operations.

To sustain a healthy financial outlook, the city should work to maintain undesignated reserves at 20%-25% of expenditures.

20

One-time resources & ongoing revenue

Ongoing

- Regular allowable 3% property-tax increase
- \$307,761 of foregone increase for maintenance and operations
- Recurring wages, benefits, and operating costs

Onetime

- \$923,282 of foregone increase for capital projects
- Remaining annexation-fee resources
- Use of fund balance to support expenditures

21

General Fund projection with \$1M annual increase in property tax revenue, and 3.5% to wages & benefits each year

		FY26	FY27	FY28	FY29	FY30
	Starting Balance	\$17,605,207	\$16,483,523	\$15,556,730	\$13,904,685	\$11,487,634
	Projected Revenue	56,866,880	59,484,893	60,484,893	61,484,893	62,484,893
	Projected Spending	58,714,062	61,391,686	63,130,607	64,930,390	66,793,166
	Savings from unfilled positions	725,498	980,000	993,669	1,028,448	1,101,699
	Annual Shortfall	(1,121,684)	(926,793)	(1,652,045)	(2,417,050)	(3,206,575)
	Ending Balance	16,483,523	15,556,730	13,904,685	11,487,634	8,281,060
	Reserve Level	28.1%	25.3%	22.0%	17.7%	12.4%

22

Recommendation and Rationale



23

RECOMMENDATION

- Approve budget as presented with 3% property tax revenue increase and 4% use of foregone taxes.
- Plan for constraints on spending in future fiscal years.

24

COUNCIL
Q&A / DISCUSSION



COUNCIL BILL NO. 26-1014
ORDINANCE NO. _____

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026" APPROPRIATING THE SUM OF \$154,825,839 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That the sum of \$154,825,839 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2026.

Section 2

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

	FY 2026-27 PROPOSED
GENERAL FUND EXPENDITURES:	
Mayor/Council	287,326
Administration	255,770
Finance Department	2,075,382
Municipal Services	3,114,643
Human Resources	542,261
Legal Department	1,582,106
Planning Dept	907,058
Building Maintenance	1,156,319
Police Department	21,814,217
Police Grants	591,369
Fire Department	15,717,349
Streets/Engineering	7,487,473
Parks Department	3,331,246
Recreation Dept.	806,116
Building Inspection	1,496,167
General Government	226,885
TOTAL GENERAL FUND EXPENDITURES:	\$61,391,686

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund	2,241,539
2025 Bond Expenditures	9,921,970
CDBG	277,561
Impact Fees	1,750,000
Parks Capital Imp.	2,597,500
Annexation Fees	477,408
Cemetery Fund	474,303
Cemetery Perpetual Care	19,700
Jewett House	39,500
Reforestation	77,500
Public Art Fund	96,000
TOTAL SPECIAL FUNDS:	\$17,972,981

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund	\$844,334
Water Fund	17,009,161
Wastewater Fund	28,951,235
Water Cap Fees	5,001,000
WWTP Cap. Fees	6,485,400
Sanitation Fund	5,764,356
Public Parking Fund	1,918,050
Drainage Utility Fund	2,311,442
TOTAL ENTERPRISE EXPENDITURES:	\$68,284,977

FIDUCIARY FUNDS:	\$3,734,445
STREET CAPITAL PROJECTS FUNDS:	1,479,000
DEBT SERVICE FUNDS:	1,962,750
GRAND TOTAL OF ALL EXPENDITURES:	\$154,825,839

Section 3

That a General Levy of \$29,636,507 on all taxable property within the City of Coeur 'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2026.

Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$4,333,358 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2026.

Section 5

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

Section 6

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on September 1, 2026.

APPROVED by this Mayor this 1st day of September, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

RESOLUTION NO. 26-073

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CERTIFYING, PURSUANT TO IDAHO CODE § 63-802(1)(E), THE AMOUNT OF FOREGONE INCREASE TO BE BUDGETED FOR FISCAL YEAR 2026-2027, SPECIFICALLY 1% FOREGONE TAXES IN THE AMOUNT OF THREE HUNDRED SEVEN THOUSAND SEVEN HUNDRED SIXTY-ONE DOLLARS (\$307,761) FOR MAINTENANCE AND OPERATIONS AND 3% FOREGONE TAXES FOR CAPITAL EXPENDITURES IN THE AMOUNT OF NINE HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS (\$923,282).

WHEREAS, the City Council of the City of Coeur d'Alene has provided notice of its intent to budget foregone increase in the amount of One Million Two Hundred Thirty-One Thousand Forty-Three and no/100 Dollars (\$1,231,043.00); and

WHEREAS, the foregone increase will be budgeted for the purpose of maintenance and operations, and is limited to increasing the budget by no more than one percent (1%) and the foregone increase will be budgeted for the purpose of capital expenditures by no more than 3%; and

WHEREAS, the City held a public hearing regarding the budgeting of foregone increase in conjunction with the annual budget hearing, pursuant to Idaho Code § 63-802(1)(e)(i).

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby recover the amount of One Million Two Hundred Thirty-One Thousand Forty-Three and no/100 Dollars (\$1,231,043.00); in foregone increase for use in the fiscal year 2026-2027 for maintenance and operations.

DATED this 1st day of September, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata M. McLeod, City Clerk

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

ROLL CALL:

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

was absent. Motion .