

**WELCOME**  
To a Regular Meeting of the  
**Coeur d'Alene City Council**  
Held in the Library Community Room

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

**6:00 P.M.**

**JANUARY 20, 2015**

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

**B. INVOCATION:** Pastor Ron Hunter from the Church of the Nazarene

**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.

**E. PRESENTATION: GLASS RECYCLING AWARENESS**  
Presentation by Ben Mello and Melissa Mello

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

1. Approval of Council Minutes for January 6, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for January 26, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. **Resolution No. 15-004**
  - a. Contract with Western States Equipment for a 50,000 Pound Dovetail Trailer  
**As Recommended by Public Works**

*NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.*

- b. Purchase of Drainage Utility Service Truck from Dave Smith Motors  
**As Recommended by Public Works**
- c. Amendment No. 1 to the Lease Agreement with St. Vincent de Paul of North Idaho for Property Located at 106 Homestead  
**As Recommended by Public Works**
- d. Agreement with JUB Engineers for Environmental Review of BNSF Right-of-Way  
**As Recommended by Public Works**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the Consent Calendar as presented, including **Resolution No. 15-004**.

\*DISCUSSION

\*If a Councilman does not do so, ask the City Clerk to list the resolution items

\*ROLL CALL: McEvers \_\_; Gookin \_\_; Evans \_\_; Adams \_\_; Miller \_\_.

\*Motion carried/failed

**G. ANNOUNCEMENTS**

- 1. City Council
- 2. Mayor
  - a. Appointment of Coleen Krajack to the Personnel Appeals Board

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the appointment of Coleen Krajack to the Personnel Appeals Board.

\*Discussion

\*All in favor/opposed

\*Motion carried/failed

- 3. Administrator's Report

**H. OTHER BUSINESS**

- 1. **Council Bill 15-1000** V-14-7 Vacation of the undeveloped alley adjoining lots 1-8, Secaur's Subdivision of Tract 6, Costello's Acre Tracts

**Pursuant to Council Action January 6, 2015**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to pass the first reading of **Council Bill No. 15-1000**.

DISCUSSION:

Ask the City Clerk to read the title

\*ROLL CALL: Gookin \_\_; Evans \_\_; Adams \_\_; Miller \_\_; McEvers \_\_. Motion carried/failed.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to suspend the rules and to adopt **Council Bill 15-1000** by its having had one reading by title only.

DISCUSSION:

\*ROLL CALL: Gookin \_\_; Evans \_\_; Adams \_\_; Miller \_\_; McEvers \_\_. Motion carried/failed.

2. **Council Bill 15-1001** V-14-6; Vacation of the stormwater easement in the Bellerive plat

**Pursuant to Council Action January 6, 2015**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to pass the first reading of **Council Bill No. 15-1001**.

DISCUSSION:

Ask the City Clerk to read the title

\*ROLL CALL: Evans \_\_\_; Adams \_\_\_; Miller \_\_\_; McEvers \_\_\_; Gookin \_\_\_\_. Motion carried/failed.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to suspend the rules and to adopt **Council Bill 15-1001** by its having had one reading by title only.

DISCUSSION:

\*ROLL CALL: Evans \_\_\_; Adams \_\_\_; Miller \_\_\_; McEvers \_\_\_; Gookin \_\_\_\_. Motion carried/failed.

**I. 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.)

**J. EXECUTIVE SESSION:** Idaho Code 67-2345 (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.

**K. RECESS:** *Recess to January 22, 2015 at 6:00 p.m. in the Library Community Room located at 702 Front Avenue for a workshop regarding Independence Point parking lot proposed upgrade and donation.*

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to recess to January 22, 2015 at 6:00 p.m. in the Library Community Room located at 702 Front Avenue for a workshop regarding Independence Point parking lot proposed upgrade and donation.

\*All in favor/opposed

\*Motion carried.



# Coeur d'Alene

## CITY COUNCIL MEETING

*January 20, 2015*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

**Councilmen Adams, Edinger, Evans, Gookin, McEvers, Miller**

# 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

January 6, 2015

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 January 6, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Woody McEvers ) Members of Council Present  
Steve Adams )  
Dan Gookin )  
Amy Evans )  
Kiki Miller )

Loren Ron Edinger ) Member of Council Absent

**CALL TO ORDER:** The meeting was called to order by Mayor Widmyer.

**INVOCATION:** An invocation was provided by Pastor Jim Williams of Emmanuel Baptist Church.

**PLEDGE OF ALLEGIANCE:** The pledge of allegiance was led by Councilmember Adams.

**TREE MAINTENANCE COST SHARING PROGRAM PRESENTATION:** Katie Kosanke, Urban Forestry Coordinator, provided a presentation regarding the proposed tree maintenance cost sharing program. She noted that the Vision 2030 goals included a goal that the urban forest be viewed as a public infrastructure asset, and this program is a step in that direction. She clarified that this program would be similar to the City's existing sidewalk incentive program, wherein property owners will ask to participate in the program and it is specifically for trees within the public right-of-way. It is the hope of the Urban Forestry Committee that this will incentivize proper tree maintenance. The goal of this program is to assist abutting property owners with tree maintenance tasks with the cost share as follows: 50% up to \$200 for pruning per tree and 50% up to \$400 for removals (maximum of \$600 per property) to be refunded after the work is completed and inspected. The program would apply to residential properties only as the funds for the program are generated from residential street tree funds that are forfeited from building permits. Ms. Kosanke stated that over the past nine (9) years the Urban Forestry division has planted over 1,200 street trees and contractors have planted approximately 1,600 with reimbursement from the fund. Ms. Kosanke estimated that there is five years' worth of funds to sustain the program. She reviewed the statistics related to the number of street trees and those that need maintenance, as well as the overall benefit of trees. She clarified that the trees within the public rights-of-ways are public trees and under the City code the abutting property owner is responsible for maintenance of those trees. The Urban Forestry Committee's

ultimate goal is to have a city employee crew to maintain public street trees. Ms. Kosanke clarified that funding priority will be for dead or dying trees.

### **PUBLIC COMMENTS:**

Tina Johnson, Coeur d'Alene, stated that she had attended two meetings regarding the Four-Corners Master Planning project and there are a lot of great ideas. She understands that before the BLM will allow the City to take over the project, the City must have a plan approved by the BLM. She asked the Council to concentrate on a basic plan for BLM approval before it spends any more time or money planning the area in great detail. Councilmember Gookin said that he believes there are two projects that are mixed in to one big plan, with the BLM property as one part of the planning. Ms. Johnson explained that her concern is getting the plan bogged down with where parking spaces and colored concrete would go, which are probably details not needed for the BLM approval. Mayor Widmyer clarified that Welch Comer will provide the detail necessary to get the BLM plan approved, but there are some details required.

**CONSENT CALENDAR:** Motion by McEvers, seconded by Miller to approve the consent calendar.

1. Approval of Council Minutes for December 16, 2014 (workshop and regularly held meeting).
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for January 12, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of Beer/Wine License – The Paint Buzz, Inc.; Beth Marceau, Tracy Hofius, 2145 N. Main Street (new).
  - a. **Resolution No. 15-001** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A LEASE AGREEMENT WITH GRACE BIBLE CHURCH FOR USE OF PROPERTY FOR A DOG PARK; APPROVING A COST-SHARE PROGRAM TO ASSIST PROPERTY OWNERS WITH MAINTAINING TREES WITHIN PUBLIC RIGHTS-OF-WAY; APPROVING THE DESTRUCTION OF RECORDS BY CITY ADMINISTRATION; APPROVING AN AGREEMENT FOR A CDBG COMMUNITY GRANT WITH TRINITY GROUP HOMES; APPROVING AN AGREEMENT FOR A CDBG COMMUNITY GRANT WITH CHILDREN'S VILLAGE; APPROVING AN AGREEMENT FOR A CDBG COMMUNITY GRANT WITH THE NORTH IDAHO VIOLENCE PREVENTION CENTER; APPROVING THE DECLARATION OF SURPLUS ITEMS - WATER DEPARTMENT; APPROVING THE PURCHASE OF TWO NEW UTILITY VEHICLES FROM ROBIDEAUX MOTORS; APPROVING A CONTRACT WITH WESTERN STATES EQUIPMENT FOR THE PURCHASE OF A BACKHOE AND APPROVING THE DECLARATION OF SURPLUS EQUIPMENT - LOW PHOSPHORUS DEMONSTRATION PILOT FACILITY.

**ROLL CALL:** McEvers Aye; Gookin Aye; Evans Aye; Adams Aye; Miller Aye. **Motion Carried.**

**COUNCIL ANNOUNCEMENTS:**

Councilmember Miller stated that they have finished the reconciliation of the McEuen Project and that staff will be making a presentation to the City Council soon.

Mayor Widmyer acknowledged the high school students meeting their government class requirements by attending the meeting.

Mayor Widmyer asked for confirmation of the appointment of Denny Davis to the Lake City Development Corporation.

**MOTION:** Motion by McEvers, seconded by Evans to approve the appointment of Denny Davis to the Lake City Development Corporation.

**DISCUSSION:** Councilmember Gookin said he will oppose the appointment as the City has no control over the committee, and the only control is to approve or deny the appointments to the committee, so he is denying the appointment. Councilmember Adams stated that he will oppose the appointment because he believes that Mr. Davis has been on the board since the inception of the committee and he believes there should be turnover with new candidates brought forward.

**Motion Carried** with Gookin and Adams in opposition.

**RESOLUTION NO. 15-002**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO DECLARING PROPERTY SURPLUS AND AUTHORIZING THE DONATION OF THE SURPLUS PROPERTY TO THE POST FALLS SCHOOL DISTRICT #273.

Councilmember Adams stated that the Toughbooks are well used by the City and have no current value to the City. He clarified the information was cleaned off the hard drives and can be used by Post Falls School District #273.

**STAFF REPORT:** Police Chief White explained the Toughbooks are equipment which has some viable life; however, they are not practical for additional City use. Post Falls School District #273 has a robotics team that would have a use for these Toughbooks.

**MOTION:** Motion by Adams, seconded by Miller to approve **Resolution 15-002** Authorization of donation of six (6) Panasonic Toughbooks to the Post Falls School District #273.

**ROLL CALL:** Gookin Aye; Evans Aye; Adams Aye; Miller Aye; McEvers Aye. **Motion Carried.**



## RESOLUTION NO. 15-003

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING POLICIES FOR CELL PHONE ALLOWANCE.

**STAFF REPORT:** Municipal Services Director Renata McLeod explained that the City of Coeur d'Alene has provided cell phones to certain staff in accordance with job duties and need. Over the years it has become increasingly time consuming to manage all the phones when batteries go out and service stalls. Additionally, staff has begun requesting the purchase of smart phones, which come with additional data usage costs and an increased cost of equipment. Many staff members have begun using their own devices and/or forwarding their City issued phone to their personal device. The proposed policy is modeled after the City of Post Falls and each department would be responsible to budget for these expenses within their department budget. Additionally, the City would no longer have the expense of equipment repair/replacement and/or management of the large scale phone plan. Each department will utilize their existing cell phone line item to cover costs. The monthly allowance is taxable income under IRS code.

**MOTION:** Motion by Gookin, seconded by Evans to approve **Resolution 15-003** approving a cell phone allowance policy.

**ROLL CALL:** Evans Aye; Adams Aye; Miller Aye; McEvers Aye; Gookin Aye. **Motion Carried.**

### **AUTHORIZATION TO PROCEED TO BID FOR TWO (2) REPLACEMENT SWEEPERS.**

Councilmember Gookin stated that in September two street sweepers caught fire and funding to replace them was not able to be included in the new fiscal year budget. The Public Works Committee felt that this is an opportunity to purchase two replacement sweepers.

**STAFF REPORT:** Street Superintendent Tim Martin concurred that he was making the unbudgeted request due to the unexpected loss of two of the City's sweepers in a fire in September. He explained that street sweeping is a key to best management practice necessary to meet the City's water quality requirements and the commitments outlined in the City's Stormwater Phase II permit to the Environmental Protection Agency. Aggressive street sweeping is also essential to maintain air quality standards. The estimated price of a regenerative air sweeper is \$206,000 per machine, for a total of \$412,000. He recommended the Drainage Utility Fund purchase one sweeper and the Fund Balance be used to purchase the other machine (less the estimated insurance claim payout of \$88,000). Mr. Martin said that last year the remaining sweeper required about \$12,000 in maintenance costs and that they rented a sweeper during the leaf pickup and borrowed one from the East Side Highway District. The cost for renting a sweeper is about \$2,000 a week and the city has to pay for full maintenance on the machines while they are renting them.

**MOTION:** Motion by Gookin, seconded by Miller to authorize staff to proceed with the bid for two (2) replacement Sweepers.

**DISCUSSION:** Councilmember Gookin stated that this is not in the budget and use of the Fund Balance was a concern for funding which is why they had a good discussion at the Public Works Committee meeting and agreed that there is a need to replace this equipment. He encouraged Mr. Martin to look at grants for additional equipment. Councilmember Miller clarified that during the discussion at the Public Works Committee meeting they found that there are no places to lease or rent these pieces of equipment. She asked if the insurance coverage could be changed to replacement value from fair market value. Mr. Martin explained that he worked with the insurance company representative, who had a hard time finding a 1998 sweeper for comparison. Finance Director Troy Tymesen stated that there are no choices in ICRMP Insurance, only fair market value replacement costs. Mayor Widmyer asked if there was an additional sweeper in the future capital plan. Mr. Martin stated that there was a sweeper planned for two or three years out. Councilmember Adams asked if there was money left in the self-insurance fund and could it be used toward the purchase. Mr. Tymesen stated that there are pending claims, but remaining funds could be a funding source. He stated that the fund balance has grown over the last year and provides cash-on-hand for emergencies.

**ROLL CALL:** Adams Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye. **Motion Carried.**

#### **GENERAL OBLIGATION (G.O.) BOND FOR PUBLIC SAFETY**

**STAFF REPORT:** Mr. Tymesen introduced the concept of the General Obligation Bond Election, which is a voter approved loan, being taxed to make payment to the bond holder. This would replace the 2005 public safety bond, which was the plan established in 2005. He explained that the levy rate is the property tax cost for every \$1,000 in assessed property value. Additionally, interest rates were higher 10 years ago than today, and this bond will be \$1,000,000 less than the 2005 bond. He explained that for the proposed \$6,000,000 bond, assuming a 3% interest over 10 years, it would be \$10.00 per year less than the current bond on a \$200,000 tax assessed property.

Fire Chief Gabriel stated that the bond would be a stepping stone to the future of the Fire Department and would ease the burden to the General Fund. The 2005 bond included the successful construction of the regional training facility, Fire Station #3, upgrades to Station 1 and 2, and the purchase of capital equipment. The new bond would include equipment, such as engines, ladder truck, fire boat, brush truck, inspector vehicles, battalion chief and command vehicles, utility trucks, SCBA equipment, and a complete hose replacement. Additionally, they are proposing a fire and police shared facility. Chief Gabriel stated that this bond would provide the level of service that is needed and wanted within the community. Today the Fire Department conducts community emergency medical response, fire prevention, public education, and collaboration with North Idaho College through Firefighter One and EMT programs. Additionally, the Fire Department includes an urban search and rescue team, K-9 team, a water rescue team, and assistance to police SWAT/TCCC response teams. He noted that all national standards for replacement of vehicles and equipment are currently exceeded, maintenance costs are increasing, and last year was a record of runs on the fire truck. Speed and response time is an

important community value; however, the Landings and Mill River subdivisions are exceeding desired response times by double the rest of the city.

Police Chief White has identified several equipment items to be included in the bond, such as a command vehicle to handle 20 special events and over 60 investigative call outs. Additionally the community is in need of a public safety camera network that will replace and enhance city facilities (without active monitoring). He noted that there are 17 police vehicles with over 100,000 miles and 20 vehicles that are over 10 years old. Idling of these vehicles is required to keep computer and electronic equipment running. He is requesting replacement of 7 of those vehicles be included in the bond. The shared facility will include covered parking areas with electricity that would reduce maintenance costs and reduce idling hours which will increase the life of the fleet.

Mr. Tymesen stated that the 2015 public safety bond would be brought forward to the voters on May 19, 2015. This is a plan that has worked over the past 10 years and this would be \$1,000,000 less and at a lower interest rate than the 2005 bond.

**DISCUSSION:** Councilmember Gookin asked for additional information regarding how the fire boat would be used in the community. Chief Gabriel clarified that there are 12 miles of shoreline within their jurisdiction, with many cruise boats, boat launches, and homes along the shore. Tubbs Hill is a large concern for the Fire Department. He confirmed that the city does have a mutual aid agreement with Kootenai Fire. Councilmember Gookin stated that he understood that a fire boat docked at 3<sup>rd</sup> Street would be more beneficial than at 11<sup>th</sup> Street. Chief Gabriel stated that they would need to extend the docks at 3<sup>rd</sup> Street and that it would be ideal to have a secure boathouse. Councilmember Miller stated that it was good to plan for the community needs with the nature of the growth of the community and hopes that the bond will cover those needs. Mayor Widmyer stated that the City Vision Statement calls for a safe city through excellence in government, and to meet that the city needs to provide its excellent staff and public safety employees with appropriate equipment.

**MOTION TO DIRECT STAFF:** Motion by Gookin, seconded by Adams for staff to bring back information regarding options for the fire boat to be moored at, and a secured boathouse constructed at the 3<sup>rd</sup> Street Dock.

**DISCUSSION:** Councilmember Miller asked for clarification if the motion was intended to have costs included in the proposed bond. Councilmember Gookin stated that it would not be included in the bond that 3<sup>rd</sup> Street is a better location for a fire boat and the Council needs information regarding how to pay for it, separate from the G.O. Bond.

**Motion Carried.**

**MOTION:** Motion by McEvers, seconded by Gookin to approve staff to proceed with the Public Safety G.O. Bond as presented.

**ROLL CALL:** Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; Adams Aye. **Motion Carried.**

**PUBLIC HEARING - V-14-7: VACATION OF THE UNDEVELOPED ALLEY ADJOINING LOTS 1-8, SECAUR'S SUBDIVISION OF TRACT 6, COSTELLO'S ACRE TRACTS.**

**STAFF REPORT:** City Engineer Gordon Dobler, explained that this vacation request is for undeveloped alley that adjoins the property owners easterly boundary between lots 1-8 of the Secaur's Addition, as it was originally platted with the alley but never developed with the alley. The replat of the Secaur's Subdivision only extends the alley for one third the length of the block, without any opportunity for future extension. Mr. Dobler recommended that the vacation be divided evenly down the middle to the abutting property owners. He stated that 38 mailings were sent out with five responses received; four neutral and one opposed.

Mayor Widmyer called for public comments with none being received.

**MOTION:** Motion by Gookin, seconded by McEvers to approve V-14-7 Vacation of the undeveloped alley adjoining lots 1-8, Secaur's Subdivision of Tract 6, Costello's Acre Tracts.

**DISCUSSION:** Councilmember Gookin clarified that one written comment was opposed to the city adding an alley, which is not the case.

**ROLL CALL:** Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; Adams Aye. **Motion Carried.**

**PUBLIC HEARING - V-14-6: VACATION OF THE STORMWATER EASEMENT IN THE BELLERIVE REPLAT.**

**STAFF REPORT:** Mr. Dobler explained that this is a request for the vacation of a portion of a 20' existing stormwater easement located in Block 1 of Lot 1 of the Bellerive Plat as the storm drain has been relocated and a new easement was granted. He stated that 20 mailings were sent out with no responses received.

Mayor Widmyer called for public comments with none being received.

**MOTION:** Motion by Evans, seconded by McEvers to approve V-14-6; Vacation of the stormwater easement in the Bellerive replat.

**ROLL CALL:** McEvers Aye; Gookin Aye; Evans Aye; Adams Aye; Miller Aye. **Motion Carried.**

**MOTION:** Motion by McEvers, seconded by Adams to enter into Executive Session as provided by Idaho Code 67-2345 § (c) to conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency and § (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

ROLL CALL: Adams Aye; McEvers Aye; Miller Aye; Gookin Aye; Evans Aye. **Motion Carried.**

The City Council entered into Executive Session at 7:28 p.m. Those present were the Mayor, City Council, City Administrator, Finance Director, and City Attorney. Council returned to regular session at 8:25 p.m.

**ADJOURN:** Motion by McEvers, seconded by Adams that there being no other business this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 8:25 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

RESOLUTION NO. 15-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A CONTRACT WITH WESTERN STATES EQUIPMENT FOR A 50,000 POUND DOVETAIL TRAILER; APPROVING A PURCHASE OF DRAINAGE UTILITY SERVICE TRUCK FROM DAVE SMITH MOTORS; APPROVING AMENDMENT NO. 1 TO THE LEASE AGREEMENT WITH ST. VINCENT DE PAUL OF NORTH IDAHO FOR PROPERTY LOCATED AT 106 HOMESTEAD; AND APPROVING AN AGREEMENT WITH J.U.B. ENGINEERS FOR ENVIRONMENTAL REVIEW OF BNSF RIGHT-OF-WAY.

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

- A) Approving a Contract with Western States Equipment for a 50,000 Pound Dovetail Trailer;
- B) Approving a Purchase of Drainage Utility Service Truck from Dave Smith Motors;
- C) Approving Amendment No. 1 to the Lease Agreement with St. Vincent de Paul of North Idaho for Property Located at 106 Homestead;
- D) Approving an Agreement with J.U.B. Engineers for Environmental Review of BNSF Right-of-Way;

AND;

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

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

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

DATED this 20<sup>th</sup> day of January, 2015.

\_\_\_\_\_  
Steve Widmyer, 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 MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

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

**PUBLIC WORKS COMMITTEE**

**STAFF REPORT**

**DATE:** January, 2 2014  
**FROM:** Kyle Marine Utility Supervisor, Water Department  
**SUBJECT:** Award Contract for 50,000 pounds dovetail trailer

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**DECISION POINT:**

Staff requests Council approval to award a contract for purchase of a new 50,000 pound dovetail trailer from Western states.

**HISTORY:**

A 22,000# trailer was purchased in 1981 for the water Dep to haul large materials and equipment to and from jobsites. After 33 years the trailer has by far outlived its life-span. The trailer is under size, out dated and unsafe for the materials and equipment we use now. Staff proposes to replace the existing Mighty-Mike 22,000 pound flatbed trailer with a new 50,000# Interstate Dovetail tag-a-long trailer from western states

**FINANCIAL ANALYSIS:**

The Water Dept. has budgeted \$36,000 for a replacement Trailer for Fiscal Year 2015. Staff is proposing to purchase trailer from western states. Western states came in the most competitive quote out of three. Western states quote came in at \$25,985.88. Rowand machinery quote did not quite meet all specifications and their quote came in at \$27,080. H& E equipment received information for a quote and then decided not to participate. Staff is proposing to purchase two additional options to the trailer, air ramp assist and 12,000 pound winch for a total price of \$32,260.88

**PERFORMANCE ANALYSIS:**

The new Interstate 50,000 pound trailer will replace the existing mighty might 22,000 pounds trailer allowing for substantially increased load carrying capacity. The interstate trailer is a proven heavy-duty trailer and is designed to haul comparable equipment and materials that we use on a daily basis more efficiently and safely. It has a dovetail with ramps to make loading and unloading safer and more efficient. It is designed with heavier duty air brakessystem unlike our previous trailer with electric brakes to make the trailer safer and more controllable while hauling.

**DECISION POINT/RECOMMENDATION:**

Staff requests Council approval to award the low quote of \$32,260.88 to Western states for the purchase of a new Interstate 50,000 pound dovetail trailer.



## **PUBLIC WORKS COMMITTEE STAFF REPORT**

**DATE:** January 6, 2015  
**FROM:** Gordon Dobler, City Engineer, Drainage Utility  
**SUBJECT:** **AUTHORIZATION TO PURCHASE  
DRAINAGE UTILITY SERVICE TRUCK**

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### **DECISION POINT:**

The purpose of this report is informational only for Council. The Drainage Utility will purchase a new budgeted 1/2 ton 4x4 truck that will be used as a service truck for the drainage utility.

### **HISTORY:**

The Drainage Utility performs site visits, stormwater monitoring, educational events and inspections. These functions have been completed thus far by borrowing an Engineering Department vehicle if available or by using a personal vehicle.

### **PERFORMANCE ANALYSIS:**

The utility researched the state bid sheet for a 2015 Dodge 1500 HD Quad-cab 1/2-ton 4WD vehicle. The state bid quote price was \$24,684.00 for this vehicle, (Bonanza Motors Burley, Idaho.)

We contacted Dave Smith Motors, Coeur d'Alene / Kellogg, for a quote. The same truck from Dave Smith Motors was quoted at \$23,965.00.

### **FINANCIAL ANALYSIS:**

The Drainage Utility Capital Replacement Plan, adopted by council for 2014- 2015 authorizes the purchase of a service truck in the amount of \$35,000.00.

The option of looking to the state contract for our needs is a useful and essential tool that gives the utility flexibility to find equipment at a good value for the citizens. (State bid and quote from Dave Smith attached.)

### **DECISION POINT:**

Item is for information only – staff will proceed with the purchase a new 1/2 ton 4x4 service truck from Dave Smith's Motors for \$ 23,965.00.

Dodge 2015		Current Model Year		Model Code	Fuel	Dealer-Net Invoice	Mfg's Dest. Charge	Mfg's Govt. Bid Assistance	AREA A Dealer's Margin	AREA B Dealer's Margin	AREA C Dealer's Margin	AREA A Final Cost	AREA B Final Cost	AREA C Final Cost
Item	CARS	2015	PFDH41	Gas		\$ 16,538.00	\$ 995.00	\$ 1,500.00	\$ 24.00			\$ 16,057.00		
D-1	Dart 4dr Sdn SE					<del>\$ 18,762.00</del>	<del>\$ 995.00</del>	<del>\$ 2,000.00</del>	<del>\$ 24.00</del>			<del>\$ 16,761.00</del>		
D-2	Average 4dr Sdn SE					\$ 21,806.00	\$ 995.00	\$ 3,000.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 20,230.00	\$ 19,825.00	\$ 19,825.00
D-3	Journey FWD 4dr SE					\$ 27,987.00	\$ 995.00	\$ 3,000.00	\$ 24.00			\$ 26,006.00		\$ 26,006.00
D-4	Journey FWD 4dr Limited Flex Fuel (ERB)					\$ 29,659.00	\$ 995.00	\$ 3,000.00	\$ 24.00			\$ 27,678.00		\$ 27,678.00
D-5	Journey AWD 4dr Limited													
Item		TRUCKS - RAM 1500		Model Code	Fuel									
D-13	Ram 1500 2WD Reg Cab 120.5" ST Flex Fuel (EVE)	2015	DS1L61	Flex Fuel		\$ 22,520.00	\$ 1,195.00	\$ 2,000.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 22,144.00	\$ 21,739.00	\$ 21,739.00
D-14	Ram 1500 2WD Reg Cab 140.5" ST Flex Fuel (EVE)	2015	DS1L62	Flex Fuel		\$ 25,233.00	\$ 1,195.00	\$ 2,000.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24,857.00	\$ 24,452.00	\$ 24,452.00
D-15	Ram 1500 2WD Quad Cab 140.5" ST Flex Fuel (EVE)	2015	DS1L41	Flex Fuel		\$ 26,631.00	\$ 1,195.00	\$ 6,000.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 22,255.00	\$ 21,850.00	\$ 21,850.00
D-16	Ram 1500 2WD Crew Cab 140.5" ST Flex Fuel (EVE)	2015	DS1L98	Flex Fuel		\$ 28,778.00	\$ 1,195.00	\$ 6,000.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24,402.00	\$ 23,997.00	\$ 23,997.00
D-18	Ram 1500 4WD Reg Cab 120.5" ST Flex Fuel (EVE)	2015	DS6L61	Flex Fuel		\$ 25,870.00	\$ 1,195.00	\$ 5,000.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 22,494.00	\$ 22,089.00	\$ 22,089.00
D-19	Ram 1500 4WD Quad Cab 140.5" ST Flex Fuel (EVE)	2015	DS6L41	Flex Fuel		\$ 29,560.00	\$ 1,195.00	\$ 6,500.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24,684.00	\$ 24,279.00	\$ 24,279.00
D-20	Ram 1500 4WD Crew Cab 140.5" ST Flex Fuel (EVE)	2015	DS6L98	Flex Fuel		\$ 31,583.00	\$ 1,195.00	\$ 6,500.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 26,707.00	\$ 26,302.00	\$ 26,302.00
Item		CARGO VAN		Model Code	Fuel									
D-68	Ram Cargo Van 119" Tradesman	2015	RTKES3	Gas		\$ 20,802.00	\$ 995.00	\$ 1,900.00	\$ 24.00			\$ 19,921.00		\$ 19,921.00
Item		PASSENGER VAN - DODGE		Model Code	Fuel									
D-69	Grand Caravan 4dr Wgn SE	2015	RTKH53	Gas		\$ 22,873.00	\$ 995.00	\$ 1,500.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 22,797.00	\$ 22,392.00	\$ 22,392.00
D-70	Grand Caravan 4dr Wgn SXT	2015	RTKM53	Gas		\$ 24,885.00	\$ 995.00	\$ 1,500.00	\$ 24.00			\$ 24,404.00		\$ 24,404.00
D-71	Grand Caravan 4dr Wgn Crew													
D-72	Grand Caravan 4dr Wgn R/T	2015	RTKX53	Gas		\$ 27,348.00	\$ 995.00	\$ 1,500.00	\$ 24.00			\$ 26,868.00		\$ 26,868.00

**Off The Lot Vehicles**

Off-The-Lot vehicles are offered at Dealer Net Invoice plus Factory and Dealer installed Options plus Delivery Costs minus any fleet or other discounts available plus dealer margin of 0.75%

if vehicle is provided from another dealers lot and additional 4% may be added.



Prepared For: City of COA  
V6

Prepared By:  
Billy Holland  
Dave Smith Motors  
210 N Division St  
Kellogg, Idaho, 83837  
Phone: 208-784-1208  
Toll Free: 800-635-8000

**VEHICLE OVERVIEW** **2015 RAM 1500**

4x4 Quad Cab 140" WB Tradesman/Express (DS6L41)

**Powertrain**

3.6L V-6 DOHC SMPI 24 valve engine with variable valve control \* 160 amp alternator \* 730 amp battery \* Engine oil cooler, transmission oil cooler \* 8-speed electronic automatic transmission with overdrive, lock-up, driver selection \* Part-time four-wheel drive with electronic transfer case shift, auto locking hubs \* ABS & driveline traction control \* 3.21 axle ratio \* Stainless steel exhaust

**Steering and Suspension**

Electric power-assist rack and pinion steering \* 4-wheel disc brakes with front vented discs \* Electronic stability \* Independent front suspension \* Front short and long arm suspension \* Front anti-roll bar \* Front coil springs \* HD front shocks \* Rigid rear axle \* Rear multi-link suspension \* Rear anti-roll bar \* Rear coil springs \* HD rear shocks \* Front and rear 17.0" x 7.00" argent styled steel wheels with hub covers \* P265/70SR17.0 BSW AS front and rear tires \* Underbody w/crankdown mounted full-size steel spare wheel

**Safety**

4-wheel anti-lock braking system \* Center high mounted stop light \* Dual airbags, seat mounted driver and passenger side-impact airbags, curtain 1st and 2nd row overhead airbags, airbag occupancy sensor \* Front height adjustable seatbelts with front pre-tensioners \* Sentry Key immobilizer

**Comfort and Convenience**

Air conditioning, underseat ducts \* AM/FM/Satellite-prep, clock, seek-scan, external memory control, 6 speakers, fixed antenna \* Cruise control with steering wheel controls \* Power door locks, child safety rear door locks, manual tailgate/rear door lock \* 2 12V DC power outlets, retained accessory power \* Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, oil temperature gauge, transmission fluid temp gauge, engine hour meter, systems monitor, trip odometer \* Warning indicators include engine temperature, lights on, key, low fuel, low washer fluid, door ajar, brake fluid, tire specific low tire pressure, transmission fluid temp \* Steering wheel with tilt adjustment \* Power front and rear windows with deep tint, driver and passenger 1-touch down \* Variable intermittent front windshield wipers \* Day-night rearview mirror \* Interior lights include dome light with fade \* Glove box, front cupholder, instrument panel bin, dashboard storage, driver and passenger door bins, 2nd row underseat storage

**Seating and Interior**

Seating capacity of 6 \* 40-20-40 split-bench front seat with adjustable head restraints, center armrest \* 4-way adjustable driver seat \* 4-way adjustable passenger seat \* Full folding rear bench seat with fold-up cushion, 2

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Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102647 12/8/2014

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## VEHICLE OVERVIEW Continued

### Seating and Interior (Continued)

adjustable rear head restraints \* Vinyl faced front seats with vinyl back material \* Vinyl faced rear seats with carpet back material \* Full cloth headliner, full vinyl/rubber floor covering, deluxe sound insulation, metal-look instrument panel insert, urethane gear shift knob, chrome and metal-look interior accents

### Exterior Features

Side impact beams, front license plate bracket, galvanized steel/aluminum body material \* Black side window moldings, black front windshield molding \* Black door handles \* Black grille \* 4 doors with tailgate rear cargo door \* With bed liner \* Class IV trailering, trailer harness, trailer hitch, trailer sway control \* Driver and passenger power remote black heated folding outside mirrors \* Front and rear black bumpers, with front black rub strip/fascia accent, rear step \* Aero-composite halogen fully automatic headlamps with multiple headlamps, delay-off feature \* Additional exterior lights include pickup cargo box light \* Clearcoat monotone paint

### Warranty

Basic .....	36 month/36,000 miles	Powertrain .....	60 month/100,000 miles
Corrosion Perforation .....	60 month/100,000 miles	Roadside Assistance .....	60 month/100,000 miles

### Dimensions and Capacities

Output .....	305 hp @ 6,350 rpm	Torque .....	269 lb.-ft. @ 4,800 rpm
1st gear ratio .....	4.714	2nd gear ratio .....	3.143
3rd gear ratio .....	2.106	4th gear ratio .....	1.667
5th gear ratio .....	1.285	6th gear ratio .....	1.000
7th gear ratio .....	0.839	8th gear ratio .....	0.667
Reverse gear ratio .....	3.295	City/hwy .....	16 mpg/23 mpg
Curb weight .....	5,081 lbs.	GVWR .....	6,800 lbs.
Front GAWR .....	3,900 lbs.	Rear GAWR .....	3,900 lbs.
Payload .....	1,720 lbs.	Front curb weight .....	2,895 lbs.
Rear curb weight .....	2,185 lbs.	Front axle capacity .....	3,900 lbs.
Rear axle capacity .....	3,900 lbs.	Front tire/wheel capacity .....	4,608 lbs.
Rear tire/wheel capacity .....	4,608 lbs.	Towing capacity .....	4,450 lbs.
Front legroom .....	41.0 "	Rear legroom .....	34.7 "
Front headroom .....	41.0 "	Rear headroom .....	39.7 "
Front hiproom .....	63.2 "	Rear hiproom .....	62.9 "
Front shoulder room .....	66.0 "	Rear shoulder room .....	65.7 "
Passenger area volume .....	116.6 cu.ft.	Length .....	229.0 "
Body width .....	79.4 "	Body height .....	77.7 "
Wheelbase .....	140.0 "	Cab to axle .....	36.9 "
Axle to end of frame .....	48.4 "	Front track .....	68.2 "
Rear track .....	67.5 "	Turning radius .....	22.7 '
Fuel tank .....	26.0 gal.	Exterior cargo length .....	76.3 "
Exterior cargo minimum width .....	51.0 "	Exterior cargo volume .....	57.5 cu.ft.
Exterior cargo pickup box depth .....	20.1 "	Exterior cargo maximum width .....	66.4 "

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## VEHICLE OVERVIEW Continued

### Dimensions and Capacities (Continued)

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Prepared For:

Prepared By:  
 Billy Holland  
 Dave Smith Motors  
 210 N Division St  
 Kellogg, Idaho, 83837  
 Phone: 208-784-1208  
 Toll Free: 800-635-8000

**SELECTED EQUIPMENT** **2015 RAM 1500**

4x4 Quad Cab 140" WB Tradesman/Express (DS6L41)

			MSRP	Invoice
DS6L41	Base Vehicle Price (DS6L41)	STD	32,990.00	30,861.00
<b>Packages</b>				
22B	Quick Order Package 22B Tradesman <i>Class IV Receiver Hitch; Spray In Bedliner; Tradesman Package</i>	OPT	N/C	N/C
<b>Emissions</b>				
NAS	50 State Emissions	OPT	N/C	N/C
<b>Powertrain</b>				
ERB	Engine: 3.6L V6 24V VVT	STD	N/C	N/C
DFL	Transmission: 8-Speed Automatic (845RE)	STD	N/C	N/C
DMC	3.21 Rear Axle Ratio	STD	N/C	N/C
Z6D	GVWR: 6,800 lbs	STD	N/C	N/C
<b>Wheels &amp; Tires</b>				
TTM	Tires: P265/70R17 BSW AS	STD	N/C	N/C
WFP	Wheels: 17" x 7" Steel	STD	N/C	N/C
<b>Seats &amp; Seat Trim</b>				
TX	Heavy Duty Vinyl 40/20/40 Split Bench Seat	STD	N/C	N/C
<b>Other Options</b>				
APA	Monotone Paint Application	STD	N/C	N/C
YEP	Manufacturer's Statement of Origin	OPT	N/C	N/C

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## SELECTED EQUIPMENT Continued

			MSRP	Invoice
RA1	Radio: Uconnect 3.0 AM/FM	STD	N/C	N/C
	<b>Interior Colors For : Primary w/Tradesman/Express (Quad)</b>			
X8	Diesel Gray/Black	OPT	N/C	N/C
	<b>Primary Colors For : Primary w/Tradesman/Express (Quad)</b>			
PW7	Bright White Clearcoat	OPT	N/C	N/C
	<b>Accessories and Aftermarket Options</b>			
Doc			\$50.00	\$50.00
Dealer Prep			\$150.00	\$150.00
<b>Vehicle Subtotal</b>			<b>\$33,190.00</b>	<b>\$31,061.00</b>
<b>Destination</b>			<b>\$1,195.00</b>	<b>\$1,195.00</b>
<b>Vehicle Subtotal (including Destination)</b>			<b><del>\$34,385.00</del></b>	<b><del>\$32,256.00</del></b>

For Order  
Total → \$23,965.00

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**GENERAL SERVICES COMMITTEE  
MEMORANDUM**

DATE: JANUARY 12, 2015

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

RE: APPROVAL OF AMENDMENT NO. 1 TO THE LEASE AGREEMENT WITH ST. VINCENT DE PAUL OF NORTH IDAHO FOR PROPERTY LOCATED AT 106 HOMESTEAD

---

**DECISION POINT:**

- To approve amendment No. 1 to the Lease Agreement with St. Vincent de Paul of North Idaho for the 106 Homestead property.

**HISTORY:** The City entered into a Lease Agreement with St. Vincent de Paul of North Idaho on May 3, 2011 pursuant to Resolution No. 11-017. The City utilized HUD CDBG funding to make improvements to the property. Therefore, during the recent HUD monitoring it was noted that the City should have established affordable rent limitation within the lease agreement, pursuant to HUD policies and procedures. The language presented in Addendum No. 1 is acceptable to HUD and will mitigate the monitoring finding. The property at 106 Homestead is also a tax credit property that is further regulated by the tax credit rental restrictions, which is consistent with the proposed rental language.

This addendum will not change any existing practices for rent at this property; it simply provides written documentation to meet HUD policies.

**FINANCIAL:** There is no financial cost associated with this item.

**PERFORMANCE ANALYSIS:** Approving this addendum to the Lease will allow the city to clear up a HUD finding and clarify the intent of the rental property as low to moderate income housing.

**DECISION POINT/RECOMMENDATION:**

- To approve amendment No. 1 to the Lease Agreement with St. Vincent de Paul of North Idaho for the 106 Homestead property.



ADDENDUM No. 1 TO THE LEASE AGREEMENT  
WITH  
ST. VINCENT DE PAUL OF NORTH IDAHO

THIS ADDENDUM entered into this 20<sup>th</sup> day of January, 2015, between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, and St. Vincent de Paul of North Idaho.

W I T N E S S E T H:

WHEREAS, pursuant to Resolution No. 11-017 adopted the 3<sup>rd</sup> day of May, 2011 the City of Coeur d'Alene entered into a Lease Agreement with St. Vincent de Paul for property located at 106 Homestead Avenue; and

WHEREAS, HUD has required the City to establish language regarding acceptable affordable rents for the property,

NOW THEREFORE, the City of Coeur d'Alene and St. Vincent de Paul of North Idaho. hereby execute Addendum No. 1 to said Lease Agreement to clarify affordable rents as follows:

AFFORDABLE RENTS: In accordance with the LIHTC program Regulatory Agreement (Attached to the Lease Agreement as Exhibit B), 6 two-bedroom units will be rented to households earning 60% or below median income. Affordable rents will be in accordance to the LIHTC standards as set forth by the Regulatory Agreement and Idaho Housing and Finance, specifically using the LIHTC income and rents limits calculator located at <http://www.idahohousing.com/ihfa/multifamily-housing/low-income-housing-tax-credits-lihtc.aspx>. Rents shall not exceed the HUD listed Fair Mark Rent listed annually for the Coeur d'Alene MSA (<http://www.huduser.org/portal/datasets/fmr.html> ).

All other provisions in the original Lease agreement adopted pursuant to Resolution No. 11-017, shall remain in full force and effect.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Addendum on behalf of said City, the day and year first above written.

CITY OF COEUR D'ALENE

ST. VINCENT DE PAUL OF NORTH IDAHO

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
Jeff Conroy, Executive Director

ATTEST:

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

\*\*\*\*\*

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 20<sup>th</sup> day of January, 2015 before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires:

\*\*\*\*\*

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of January, 2015, before me, a Notary Public, personally appeared **Jeff Conroy**, known to me to be the Executive Director, of **St. Vincent De Paul of North Idaho** and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission Expires:

**COMMITTEE  
STAFF REPORT**

DATE: January 12, 2015  
FROM: Mike Gridley - City Attorney  
SUBJECT: Agreement with JUB Engineers for Environmental Review of BNSF  
Right of Way

---

**DECISION POINT:**

Should the city hire JUB Engineers to help analyze environmental testing results from the BNSF right of way?

**HISTORY:**

The city and LCDC have entered into a Purchase and Sale Agreement (PSA) with BNSF Railroad for approximately 2.2 miles of BNSF right of way from Riverstone to Huetter Road. BNSF has done soil sampling on the right of way and provided the results to the city and LCDC. The results seem to indicate elevated amounts of arsenic and mercury on the right of way. JUB Engineers has agreed to work with the city and LCDC to analyze the results and work with Idaho DEQ to interpret them. JUB will also help determine what future action may be needed to ensure that the right of way is safe for the intended uses.

**FINANCIAL ANALYSIS:**

The Agreement with JUB has a not to exceed limit of \$10,000 for the proposed scope of work. The city will share this cost with LCDC. The purchase price for the property approved by city council included money for survey, title and environmental work.

**PERFORMANCE ANALYSIS:**

JUB worked with the NIC Foundation on environmental issues that arose during the Foundation's acquisition of the DeArmond Mill site so they are very qualified and experienced with dealing with a similar situation involving the railroad, an old lumber mill site and Idaho DEQ. They have staff available to immediately focus on the analysis and additional action if needed.

**DECISION POINT/RECOMMENDATION:**

Approve the Agreement with JUB Engineers for environmental engineering work on the BNSF right of way.

**AGREEMENT**  
**for**  
**PROFESSIONAL SERVICES**  
**between**  
**CITY OF COEUR D'ALENE**  
**and**  
**J-U-B ENGINEERS, INC**  
**for**  
**CITY OF COEUR D'ALENE**  
**BNSF Right-of-Way Environmental Review**

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of January, 2015 between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **J-U-B ENGINEERS, INC.**, an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, The City has entered into negotiations for the purchase and/or exchange of approximately 2.2 miles of abandoned Burlington Northern Santa Fe Railroad right-of-way and requires assistance in evaluating the environmental conditions of the property.

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the work according to the City's schedule.

NOW THEREFORE, the City and the Consultant agree as follows:

Section 1. Definitions. In this agreement:

- A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, ID 83815.
- C. The term "Mayor" means the mayor of the City of Coeur d'Alene or Mayor's authorized representative.
- D. The term "Fixed Fee" shall mean compensation based on the cost breakdown as shown in Attachment B – Fee Breakdown.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services. The Consultant shall perform the services described in Attachment "A," entitled Scope of Services, subject to and consistent with the terms of Attachment "A," attached hereto and incorporated herein by reference.

Section 4. Personnel.

A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

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

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall be completed by September 30, 2015.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant on a time and materials basis with an initial estimate not to exceed Ten Thousand Dollars and NO / 100 (\$10,000.00).

B. Total compensation for all services and expenses for the term of this Agreement shall not exceed the amount provided in Attachment "A" without amendment of this Agreement. The amount of compensation shall be subject to renegotiation only if the scope of the services are significantly expanded or modified beyond the tasks identified herein.

C. Consultant is not obligated to continue performance hereunder or otherwise to incur costs in excess of the total estimated fee cited above as Consultant's compensation for all or part of the Project, unless and until the City has notified Consultant in writing

that such total estimated fee has been increased and specifying the estimated fee then allocated for the Services to be covered by the Consultant's Compensation.

D. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties.

Section 7. Method and Time of Payment. Consultant invoices will be submitted once every month and will be based upon services completed at the time of the billing. Invoices shall reflect the total work performed during the invoice period and shall show the costs incurred as well as a percentage of the total fixed fee. The invoicing of the fixed fee shall correspond to the Consultant's estimate of the work completed. The Consultant shall maintain records documenting all labor and material charges for this project. The Consultant will notify the City when 75% of the total cost is attained and will determine how the remainder of the work will be completed for the remaining cost authorization. Documentation of major expenditures shall be submitted with the monthly invoices. Payment will be made on the 4th Tuesday of the month for invoices that are received and reviewed as being acceptable by the second Tuesday of that month.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon, after providing Consultant reasonable time to remedy the deficiency, have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of initial basic services of the Consultant to be performed under this agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the

City agrees to compensate the Consultant for such work accomplished by written amendment to this agreement.

Section 11. Equal Employment Opportunity.

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

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

C. The Consultant will make efforts to award subconsultant agreements to Minority and Women-owned business (MBE/WBE). Consultant will document efforts to negotiate contracts with MBE/WBE firms.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this agreement without the prior written approval by the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, electronic files, or other materials prepared under this agreement. Consultant shall provide copies of such work products to the City upon request.

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.



Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this agreement. All actions taken by the Consultant under this agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this agreement and monitor the Consultant's compliance with this agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification. Any notice under this agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the

intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of two million dollars (\$2,000,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Insurance provider shall provide Consultant thirty (30) days notice prior to cancellation of the policy for any reason, in which case the Consultant shall promptly notify the City.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

**CITY OF COEUR D'ALENE**

**J-U-B ENGINEERS, INC.**

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Name / Title

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 20<sup>th</sup> day of January, 2015, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

\*\*\*\*\*

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of January, 2015, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of **J-U-B ENGINEERS, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ATTACHMENT "A"

SCOPE OF SERVICES

Consultant shall perform engineering services as requested by the City Attorney or other city staff to evaluate environmental conditions on the BNSF right of way. The work performed by consultant shall not exceed ten thousand dollars (\$10,000.00).

EXHIBIT "D"

**CITY OF COEUR D'ALENE  
BNSF Right-of-Way Environmental Review  
ATTACHMENT B - LABOR ESTIMATE (hours)**

Task	Description	Principal Engineer	Project Manager	Project Engineer	Field Observation	GIS	Drafting / Survey Tech	PLS	Survey Crew	Clerical	Expenses / Subconsultants	Task Totals
<b>Task 100</b>	<b>Background and options review</b>	Baune	Klatt	Fitzgerald	Hoadley	Hansen	Berger	Russell		Halseth		
	Review background information and site	2	3									
	Meet with IDEQ and City in CDA office to review BNSF report & options		3									
	Debrief with City for next steps (i.e. cleanup, negotiation, Council report, etc.)		2									
	Prepare memo to City outlining options with order of magnitude costs	1	4	8			2			2		
	Council presentation		1	1						1		
												\$ 4,600.00
<b>Task 200</b>	<b>Further investigations and analysis</b>											
	Voluntary Cleanup Plan initiation through IDEQ											
	Phase 3 Environmental Site Assessment w/VCP prep & submittal											
	VCP execution (i.e. cleanup)											
	VCP documentation and closeout (i.e. final report submittal and acceptance)											
<b>Task 300</b>												
												\$ 4,600.00
												\$ 4,600.00

EXHIBIT "D"

# Memo to Council

DATE: January 15, 2015

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the January 20th Council Meeting:

COLLEEN KRAJACK

PERSONNEL APPEALS BOARD

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Renata McLeod, Municipal Services Director  
Melissa Tosi, Personnel Appeals Board Liaison

OTHER BUSINESS

COUNCIL BILL NO. 15-1000  
ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A DEDICATED ALLEY FROM THE SECAUR'S SUBDIVISION OF TRACT 6 COSTELLO'S ACRE TRACTS, RECORDED IN BOOK "C" OF PLATS, PAGE 148, RECORDS OF KOOTENAI COUNTY, IDAHO, SITUATED IN THE SOUTHWEST ¼ OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO; GENERALLY DESCRIBED AS THE TWENTY FOOT (20') WIDE ALLEY LYING SOUTH OF GARDEN AVENUE BETWEEN LOTS 1-4, AND, LOTS 5-8 OF SAID SUBDIVISION; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said right-of-way be vacated; NOW, THEREFORE,

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

**SECTION 1.** That the following described right-of-way to wit:

That twenty foot (20') wide by 230.2 foot long alley lying southerly of Garden Avenue and situated between the easterly boundary of Lots 1-4, and, the westerly boundary of Lots 5-8, of the Secaur's Subdivision of Tract 6 Costello's Acre tracts, recorded in Book "C" of plats, Page 148, records of Kootenai County, Coeur d'Alene, Idaho, situated in the southwest ¼ of Section 18, Township 50 North, Range 3 West, Boise Meridian, be and the same is hereby vacated.

**SECTION 2.** That said vacated alley shall revert to the adjoining property owners, one-half (10') to each lot adjoining the alley.

**SECTION 3.** That the franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law.

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



**SECTION 5.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED by the Mayor this 20<sup>th</sup> day of January, 2015.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

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

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
MILL STREET AND GOVERNMENT ROAD RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. \_\_\_\_\_, vacating a twenty foot (20') wide dedicated alley in the Secaur's Subdivision of Tract 6 Costello's Acre Tracts.

Said alley is more particularly described as follows:

That twenty foot (20') wide by 230.2 foot long alley lying southerly of Garden Avenue and situated between the easterly boundary of Lots 1-4, and, the westerly boundary of Lots 5-8, of the Secaur's Subdivision of Tract 6 Costello's Acre tracts, recorded in Book "C" of plats, Page 148, records of Kootenai County, Coeur d'Alene, Idaho, situated in the southwest ¼ of Section 18, Township 50 North, Range 3 West, Boise Meridian, be and the same is hereby vacated.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. \_\_\_\_\_ is available at Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

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Renata McLeod, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, V-14-7, vacating a twenty foot (20') wide alley in the Secaur's Subdivision of Tract 6 Costello's Acre tracts plat, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 20<sup>th</sup> day of January, 2015 .

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Warren J. Wilson, Chief Civil Deputy City Attorney

COUNCIL BILL NO. 15-1001  
ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A STORM SEWER EASEMENT IN THE BELLERIVE PLAT SUBDIVISION, RECORDED IN BOOK "J" OF PLATS, PAGE 311, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A TWENTY FOOT WIDE STORM SEWER EASEMENT LYING IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said easement be vacated; NOW, THEREFORE,

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

**SECTION 1.** That the following described property, to wit:

A twenty foot wide storm sewer easement lying in the southwest quarter of Section 11, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho and being more particularly described as follows:

that portion of the storm sewer easement referenced on the plat of Bellerive filed in Book J of Plats, Page 311, Records of Kootenai County, lying South of Tract C of said Bellerive plat and ending at the ordinary highwater line of the Spokane River.

be and the same is hereby vacated.

**SECTION 2.** That said vacated easement shall be relinquished, released, revoked and abandoned, and the current owners of the property affected by said easement, their heirs and assigns, shall be the beneficiary of the vacation.

**SECTION 3.** That the franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law.

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

**SECTION 5.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED by the Mayor this 20<sup>th</sup> day of January, 2015.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

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

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
V-14-6, STORM SEWER EASEMENT VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. \_\_\_\_\_, vacating a portion of a storm sewer easement in the Bellerive plat.

Such easement is more particularly described as follows:

A twenty foot wide storm sewer easement lying in the southwest quarter of Section 11, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho and being more particularly described as follows:

that portion of the storm sewer easement referenced on the plat of Bellerive filed in Book J of Plats, Page 311, Records of Kootenai County, lying South of Tract C of said Bellerive plat and ending at the ordinary highwater line of the Spokane River.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. \_\_\_\_\_ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

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Renata McLeod, City Clerk

### **STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_, V-14-6, vacating a portion of a twenty foot wide storm sewer easement in the Bellerive Plat and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 20<sup>th</sup> day of January, 2015.

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Warren J. Wilson, Chief Civil Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes



**January 12, 2015**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**  
**4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Kiki Miller

**STAFF PRESENT**

Amy Ferguson, Executive Assistant  
Kyle Marine, Utility Supervisor  
Jim Markley, Water Supt.  
Gordon Dobler, Eng.Svcs Director  
Troy Tymesen, Finance Director  
Kim Harrington  
Tim Martin, Street Superintendent  
Mike Gridley, City Attorney  
Jim Hammond, City Administrator

**PANHANDLE AREA COUNCIL**

Sherry Wastweet

**Item 1           Award Contract for 50,000 Pound Dovetail Trailer  
Consent Calendar**

Kyle Marine, Utility Supervisor, presented a request for council award of a contract for purchase of a new 50,000 pound capacity dovetail trailer from Western States Equipment.

Mr. Marine stated in his staff report that a 22,000 pound capacity trailer was purchased in 1981 and, after 33 years the trailer has by far outlived its life-span. The trailer is undersize, outdated and unsafe for the materials and equipment that the department uses now. Western States came in with the most competitive quote out of three quotes received. The new trailer will allow for substantially increased load carrying capacity. It has a dovetail with ramps to make loading and unloading safer and more efficient, and is designed with a heavier duty air brake system unlike the previous trailer with electric brakes to make the trailer safer and more controllable while hauling.

Mr. Marine said that two options would be added, which include a winch for hauling equipment or materials that need assistance with loading, and an air ramp system which helps to raise and lower the ramps. They looked at the option of purchasing used equipment and decided to purchase a new trailer due to increased lifespan, and the ability to get the options that they want. Mr. Marine also discussed the need for a trailer with a heavier load capacity for the reason that a lot of the equipment used by the Water Department is very heavy and at times they have had to rent a trailer or hire another company to come in and haul for them.

**MOTION: Motion by Miller, seconded by McEvers, to recommend that Council approve Resolution 15-\_\_\_, awarding the low quote of \$32,260.88 to Western States for the purchase of a new Interstate 50,000 pound dovetail trailer. Motion carried.**

**Item 2 Authorization to Purchase Drainage Utility Service Truck  
Consent Calendar**

Gordon Dobler, Engineering Services Director, presented a request for approval of the purchase of a new budgeted ½ ton 4 x 4 truck that will be used as a service truck for the Drainage Utility.

Mr. Dobler stated in his staff report that the Drainage Utility performs site visits, stormwater monitoring, educational events and inspections. These functions have been completed thus far by borrowing an Engineering Department vehicle if available or by using a personal vehicle. The Drainage Utility Capital Replacement Plan, adopted by council for 2014-2015 authorizes the purchase of a service truck in the amount of \$35,000. The state bid quote price was \$24,684, and the same truck was quoted by Dave Smith Motors at \$23,965.00.

Mr. Dobler confirmed that this is the only capital outlay from the Drainage Fund for this year.

**MOTION: Motion by Miller, seconded by McEvers, to recommend that Council approve Resolution No. 15-\_\_ authorizing the purchase of a new ½ ton 4x4 service truck from Dave Smith Motors for \$23,965.00. Motion carried.**

**Item 3 Approval of Amendment No. 1 to the Lease Agreement with St. Vincent dePaul  
of North Idaho for Property Located at 106 Homestead  
Consent Calendar**

Sherri Wastweet, Panhandle Area Council, representing Renata McLeod, Municipal Services Director, presented a request for council approval of Amendment No. 1 to the Lease Agreement with St. Vincent de Paul of North Idaho for the 106 Homestead property.

Ms. McLeod stated in her staff report that the City entered into a Lease Agreement with St. Vincent de Paul of North Idaho on May 3, 2011. The City utilized HUD CDBG funding to make improvements to the property. Therefore, during the most recent HUD monitoring in June 2014 it was noted that the City should have established affordable rent limitations within the lease agreement, pursuant to HUD policies and procedures. The property at 106 Homestead is also a tax credit property that is further regulated by the tax credit rental restrictions, which is consistent with the proposed rental language. This addendum will not change any existing practices for rent at this property; it simply provides written documentation to meet HUD policies. There is no financial cost associated with this item.

Ms. Wastweet confirmed that this is a housekeeping issue and noted that HUD reviews the leases every three to five years, and that the time limit for resolving any exceptions noted in the review is 12 months.

**MOTION: Motion by Miller, seconded by McEvers, to recommend that Council approve Resolution No. 15-\_\_, authorizing Amendment No. 1 to the Lease Agreement with St. Vincent de Paul of North Idaho for the 106 Homestead property. Motion carried.**

**Item 4 Agreement with JUB Engineers for Environmental Review of BNSF Right of Way  
Consent Calendar**

Mike Gridley, City Attorney presented a request for council approval of an agreement with J-U-B Engineers for environmental engineering work on the BSNF work.

Mr. Gridley stated in his staff report that the city and LCDC have entered into a Purchase and Sale Agreement with BNSF Railroad for approximately 2.2 miles of NBSF right-of-way from Riverstone to Huetter Road. BNSF has done soil sampling on the right-of-way and provided the results to the city and LCDC. The results seem to indicate elevated amount of arsenic and mercury on the right-of-way. J-U-B Engineers has agreed to work with the city and LCDC to analyze the results and work with Idaho DEQ to interpret them. J-U-B will also help determine what future action may be needed to ensure that the right-of-way is safe for the intended uses. The city will share the cost of \$10,000 with LCDC.

Mr. Gridley noted that J-U-B has been involved with working with the DEQ on the DeArmond Mill when it was acquired by the NIC Foundation. He clarified that they are asking council to approve up to the amount of the contract, which is \$10,000, and then seek reimbursement from LCDC for their one-half share. He also said that J-U-B understands the urgency of completing the work within the next 45 days.

Mr. Gridley confirmed that the council approved \$1.1M towards their portion of the purchase price, with \$100,000 being set aside as a contingency for unforeseen costs. He also explained that the city's responsibility is to ensure that what they are buying is not going to be a health risk to anyone or a cost in the future. Depending on the level of cost involved for remediation, they could go back to BNSF for further discussion.

Mr. Gridley explained that when BNSF did their initial soil testing, they hired a firm in Houston, Texas, and they did not perform a Phase 1 environmental investigation, which involves looking at permits and historical uses of the property. They only tested the soil going down the right of way every 1,000 feet, so the city will probably end up doing a Phase 1 investigation. Mr. Gridley noted that DEQ has a brownfields program to help remediate sites and will probably help the city to fund the cost involved.

**MOTION by Miller, seconded by McEvers, to recommend Council approve Resolution No. 15-\_\_\_ authorizing an agreement with JUB Engineers for environmental engineering work on the BNSF right-of-way in an amount not to exceed \$10,000. Motion carried.**

The meeting adjourned at 4:19 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

**CITY OF COEUR D'ALENE**  
**Treasurer's Report of Cash and Investment Transactions**

FUND	BALANCE 11/30/2014	RECEIPTS	DISBURSE- MENTS	BALANCE 12/31/2014
<u>General-Designated</u>	\$455,387	\$15,462	\$1,834	\$469,015
<u>General-Undesignated</u>	3,514,380	3,701,163	4,908,256	2,307,287
<u>Special Revenue:</u>				
Library	(76,755)	39,188	118,725	(156,292)
CDBG	(51)	16,688	16,688	(51)
Cemetery	31,699	10,728	40,957	1,470
Parks Capital Improvements	206,314	41,922	28,304	219,932
Impact Fees	3,600,554	30,765	1,385	3,629,934
Annexation Fees	328			328
Insurance	(137,922)	29,391	675	(109,206)
Cemetery P/C	1,772,454	1,830	2,643	1,771,641
Jewett House	51,520	306	2,079	49,747
Reforestation	14,364	2		14,366
Street Trees	194,485	5,421	300	199,606
Community Canopy	3,054	130	431	2,753
CdA Arts Commission	1,541	1		1,542
Public Art Fund	73,741	8	1,250	72,499
Public Art Fund - LCDC	377,438	41		377,479
Public Art Fund - Maintenance	127,756	14	73	127,697
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	485,952	32,871		518,823
LID Guarantee	9,316	385		9,701
LID 130 Lakeside / Ramsey / Industrial Park	48,444			48,444
LID 146 Northwest Boulevard				
LID 149 4th Street	-	1,005		1,005
<u>Capital Projects:</u>				
Street Projects	372,990	181	78,081	295,090
<u>Enterprise:</u>				
Street Lights	83,053	45,971	43,754	85,270
Water	18,540	962,355	453,268	527,627
Water Capitalization Fees	3,802,696	44,408	595,153	3,251,951
Wastewater	4,907,255	1,205,418	689,276	5,423,397
Wastewater-Reserved	1,437,283	27,500		1,464,783
WWTP Capitalization Fees	5,047,891	60,452	549,458	4,558,885
WW Property Mgmt	60,668			60,668
Sanitation	(230,959)	619,987	357,730	31,298
Public Parking	(155,544)		49,491	(205,035)
Drainage	323,967	92,901	54,675	362,193
Wastewater Debt Service	1,012,892	110		1,013,002
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	176,703	196,506	176,790	196,419
LID Advance Payments	945		7	938
Police Retirement	1,370,867	11,857	13,427	1,369,297
Sales Tax	1,415	2,579	1,415	2,579
BID	177,847	5,744	40,000	143,591
Homeless Trust Fund	398	604	398	604
<b>GRAND TOTAL</b>	<b>\$29,162,905</b>	<b>\$7,203,894</b>	<b>\$8,226,523</b>	<b>\$28,140,276</b>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 THREEE MONTHS ENDED  
 December 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2014	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$225,227	\$55,436	25%
	Services/Supplies	11,800	2,090	18%
Administration	Personnel Services	245,263	39,246	16%
	Services/Supplies	49,620	45,687	92%
Finance	Personnel Services	642,985	160,752	25%
	Services/Supplies	92,760	12,263	13%
Municipal Services	Personnel Services	1,058,369	253,781	24%
	Services/Supplies	479,731	152,691	32%
	Capital Outlay	14,500		
Human Resources	Personnel Services	203,529	45,096	22%
	Services/Supplies	43,400	2,834	7%
Legal	Personnel Services	1,377,493	346,465	25%
	Services/Supplies	98,853	13,191	13%
Planning	Personnel Services	511,938	110,687	22%
	Services/Supplies	38,050	5,113	13%
Building Maintenance	Personnel Services	320,587	73,714	23%
	Services/Supplies	159,515	33,364	21%
	Capital Outlay			
Police	Personnel Services	10,161,453	2,423,057	24%
	Services/Supplies	913,287	163,260	18%
	Capital Outlay	141,720		
Fire	Personnel Services	7,846,872	2,179,270	28%
	Services/Supplies	418,836	63,851	15%
	Capital Outlay			
General Government	Services/Supplies	49,150	49,858	101%
	Capital Outlay		104,827	
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies		7,600	
	Capital Outlay			
COPS Grant	Personnel Services	169,690		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	25,710	1,460	6%
	Capital Outlay			
Streets	Personnel Services	1,864,947	430,904	23%
	Services/Supplies	575,130	91,520	16%
	Capital Outlay	75,500	5,468	7%

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 THREE MONTHS ENDED  
 December 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2014	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	226,757	54,040	24%
	Services/Supplies	38,900	(13,360)	-34%
Engineering Services	Personnel Services	543,375	136,720	25%
	Services/Supplies	744,450	20,231	3%
	Capital Outlay			
Parks	Personnel Services	1,302,194	242,876	19%
	Services/Supplies	475,250	56,000	12%
	Capital Outlay	92,500		
Recreation	Personnel Services	627,711	136,527	22%
	Services/Supplies	142,130	14,688	10%
	Capital Outlay	26,500	5,148	19%
Building Inspection	Personnel Services	810,926	204,532	25%
	Services/Supplies	31,131	11,213	36%
Total General Fund		<u>32,877,739</u>	<u>7,742,100</u>	<u>24%</u>
Library	Personnel Services	1,077,761	260,922	24%
	Services/Supplies	189,350	39,729	21%
	Capital Outlay	120,000	23,864	20%
CDBG	Services/Supplies	359,966	32,763	9%
Cemetery	Personnel Services	145,526	35,884	25%
	Services/Supplies	98,664	9,572	10%
	Capital Outlay	40,000	24,999	62%
Impact Fees	Services/Supplies	194,956	1,385	1%
Annexation Fees	Services/Supplies	117,000	117,000	100%
Parks Capital Improvements	Capital Outlay	244,000	95,618	39%
Insurance	Services/Supplies	420,000	169,685	40%
Cemetery Perpetual Care	Services/Supplies	97,500	16,167	17%
Jewett House	Services/Supplies	67,089	22,262	33%
Reforestation	Services/Supplies	2,000	4,272	214%
Street Trees	Services/Supplies	65,000	1,200	2%
Community Canopy	Services/Supplies	1,500	631	42%
CdA Arts Commission	Services/Supplies	6,750		
Public Art Fund	Services/Supplies	210,600	26,917	13%
Total Special Revenue		<u>3,457,662</u>	<u>882,870</u>	<u>26%</u>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
THREEE MONTHS ENDED  
December 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2014	PERCENT EXPENDED
Debt Service Fund		<u>1,249,015</u>	<u>48,000</u>	<u>4%</u>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
THREE MONTHS ENDED  
December 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2014	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	530,000		
Front Avenue Project	Capital Outlay		22,385	
Govt Way - Hanley to Prairie	Capital Outlay	2,300,000	77,925	3%
Levee Certification	Capital Outlay	362,500	13,693	4%
I-90 Curb Ramps	Capital Outlay	65,000		
3rd / Harrison signal	Capital Outlay			
Atlas Road Widening	Capital Outlay			
Kathleen Ave Widening	Capital Outlay			
Total Capital Projects Funds		3,257,500	114,003	3%
Street Lights	Services/Supplies	535,600	90,767	17%
Water	Personnel Services	1,844,726	436,712	24%
	Services/Supplies	4,196,929	292,665	7%
	Capital Outlay	2,284,300	439,405	19%
Water Capitalization Fees	Services/Supplies	700,000		
Wastewater	Personnel Services	2,440,897	584,954	24%
	Services/Supplies	6,527,764	531,318	8%
	Capital Outlay	3,714,470	794,414	21%
	Debt Service	2,026,641		
WW Capitalization	Services/Supplies	1,913,000		
Sanitation	Services/Supplies	3,560,334	664,334	19%
Public Parking	Services/Supplies	220,839	60,687	27%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	133,179	26,902	20%
	Services/Supplies	610,930	94,440	15%
	Capital Outlay	435,000	4,301	1%
Total Enterprise Funds		31,144,609	4,020,899	13%
Kootenai County Solid Waste		2,200,000	387,101	18%
Police Retirement		183,920	41,192	22%
Business Improvement District		186,000	40,000	22%
Homeless Trust Fund		5,500	772	14%
Total Fiduciary Funds		2,575,420	469,065	18%
TOTALS:		\$74,561,945	\$13,276,937	18%